

GENERAL PURCHASE ORDER TERMS AND CONDITIONS

1. APPLICABILITY.

(a) These terms and conditions of purchase (these “**Terms**”) are the only terms which govern the purchase of the goods (“**Goods**”) and services (“**Services**”) by Micro-LAM, Inc. or its subsidiary companies, 603 OPTX, LLC or M10 Edge, Ltd, as applicable (“**Buyer**”), from the seller named on the Purchase Order (“**Seller**”).

(b) The accompanying purchase order from Buyer (the “**Purchase Order**”) 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. These Terms prevail over any of Seller’s general terms and conditions regardless of whether or when Seller has submitted its sales confirmation or such terms. This Agreement expressly limits Seller’s acceptance to the terms of this Agreement. Fulfillment of or other performance under this Purchase Order constitutes acceptance of these Terms.

(c) Notwithstanding anything herein to the contrary: (i) if a written contract signed by both parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms or the Purchase Order; (ii) if there is any inconsistency between these Terms and the Purchase Order, the Purchase Order shall prevail as to such inconsistency; and (iii) if there is an effective and applicable confidentiality or nondisclosure agreement between Buyer and Seller, these Terms shall not supersede the confidentiality and nondisclosure obligations therein.

2. **ACCEPTANCE.** This Agreement is not binding on Buyer until Seller accepts the Purchase Order in writing or starts to perform in accordance with the Purchase Order. If Seller does not accept the Purchase Order in writing or provide written notice that it has commenced performance within five (5) business days of Seller’s receipt of the Purchase Order, the Purchase Order will lapse. Buyer may withdraw the Purchase Order at any time before it is accepted by Seller.

3. **DELIVERY DATE.** Seller shall deliver the Goods in the quantities and the specified Services, if any, on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties (the “**Delivery Date**”). Timely delivery of the Goods and Services is of the essence. If Seller fails to deliver the Goods in full and the specified Services on the Delivery Date, Buyer may terminate the Purchase Order and this Agreement immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller’s failure to deliver the Goods and Services on the Delivery Date.

4. **QUANTITY.** If Seller delivers more or less than the quantity of Goods ordered, Buyer may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller’s risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.

5. **DELIVERY LOCATION.** All Goods shall be delivered to the address specified in the Purchase Order (the “**Delivery Point**”) during Buyer’s normal business hours or as otherwise instructed by Buyer.

6. **SHIPPING TERMS.** Delivery shall be made FOB Delivery Point. The Purchase Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the Purchase Order. Seller assumes all responsibility for shipments of Goods requiring any government import clearance or which become subject to any withhold release order.

7. **TITLE AND RISK OF LOSS.** Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point.

8. **PACKAGING.** All Goods shall be packed for shipment according to Buyer’s instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Seller’s expense.

9. **AMENDMENT AND MODIFICATION.** No change to this Agreement is binding upon Buyer unless it is in writing, specifically states that it amends this Agreement and is signed by an authorized representative of Buyer.

10. **INSPECTION AND REJECTION OF NONCONFORMING GOODS.** Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if

it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate this Agreement for cause pursuant to Section 21. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under this Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.

11. PRICE. The price of the Goods and Services is the price stated in the Purchase Order (the "**Price**"). If no price is included in the Purchase Order, the Price shall be the price set out in Seller's published price list in force as of the date of the Purchase Order. Unless otherwise specified in the Purchase Order, the Price includes all packaging, transportation costs to the Delivery Point, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer.

12. MOST FAVORED CUSTOMER. Seller represents and warrants that the prices for the Goods and Services are the lowest prices charged by Seller to any of its external buyers for similar volumes of similar Goods and Services. If Seller charges any other buyer a lower price, Seller must apply that price to all Goods and Services, as applicable, under this Agreement. If Seller fails to meet the lower price, Buyer, at its option, may terminate the Purchase Order and this Agreement without liability pursuant to Section 21.

13. PAYMENT TERMS. Seller shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with the Terms. Buyer shall pay all properly invoiced amounts due to Seller net 60 days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. All payments hereunder must be in United States of America ("**US**") dollars. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller under this Agreement. In the event of any dispute over payment, the parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under this Agreement notwithstanding any such dispute.

14. WARRANTIES. Seller warrants to Buyer that for a period of 12 months from the Delivery Date, all Goods will: (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications, drawings, designs, samples and other requirements specified by Buyer; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods with the foregoing warranties. If Buyer gives Seller notice of noncompliance with this Section, Seller shall, at its own cost and expense, promptly (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer, and, if applicable, (ii) correct or re-perform the applicable Services.

15. SELLER'S OBLIGATIONS REGARDING SERVICES. Seller 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) comply with all rules, regulations and policies of Buyer, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by Buyer to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures;

(c) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Seller in providing the Services in such form as Buyer shall approve. During the term of this Agreement and for a period of two (2) years thereafter, upon Buyer's written request, Seller shall allow Buyer to inspect and make copies of such records and interview Seller personnel in connection with the provision of the Services;

(d) obtain Buyer's written consent prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors of Seller, other than Seller's employees, to provide any Services to Buyer (each such approved

subcontractor or other third party, a “*Permitted Subcontractor*”). Buyer’s approval shall not relieve Seller of its obligations under this Agreement, and Seller 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 Seller’s own employees. Nothing contained in this Agreement shall create any contractual relationship between Buyer and any Seller subcontractor or supplier;

(e) require each Permitted Subcontractor to be bound in writing by the confidentiality provisions of this Agreement, and, upon Buyer’s written request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to Buyer;

(f) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Seller, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services;

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

(h) keep and maintain any Buyer equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with Buyer’s written instructions or authorization.

16. CHANGE ORDERS. Buyer may at any time, by written instructions and/or drawings issued to Seller (each a “*Change Order*”), order changes to the Services. Seller shall within five (5) days of receipt of a Change Order submit to Buyer a firm cost proposal for the Change Order. If Buyer accepts such cost proposal, Seller shall proceed with the changed services subject to the cost proposal and the terms and conditions of this Agreement. Seller acknowledges that a Change Order may or may not entitle Seller to an adjustment in Seller’s compensation or the performance deadlines under this Agreement.

17. GENERAL INDEMNIFICATION. Seller shall defend, indemnify and hold harmless Buyer, its subsidiaries, affiliates, successors or assigns and their respective directors, officers, stockholders and employees and Buyer’s customers (collectively, “*Indemnitees*”) against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, “*Losses*”) arising out of or occurring in connection with the Goods and Services purchased from Seller or Seller’s negligence, willful misconduct or breach of this Agreement or these Terms. Seller shall not enter into any settlement without Buyer’s or Indemnitee’s prior written consent.

18. INTELLECTUAL PROPERTY INDEMNIFICATION. Seller shall, at its expense, defend, indemnify and hold harmless Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer’s or Indemnitee’s use or possession of the Goods or Services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Buyer’s or Indemnitee’s prior written consent.

19. INSURANCE. During the term of this Agreement and for a period of 18 months thereafter, Seller shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability), in sufficient amounts and scope as are sufficient and necessary for Seller’s industry, with financially sound and reputable insurers. Upon Buyer’s request, Seller shall provide Buyer with a certificate of insurance from Seller’s insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Buyer as an additional insured. Seller shall provide Buyer with 30 days’ advance written notice in the event of a cancellation or material change in Seller’s insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Buyer’s insurers and Buyer or the Indemnitees.

20. COMPLIANCE WITH LAW, PURCHASING/SUPPLIER STANDARDS.

(a) Seller is in compliance with and shall comply with all applicable laws, regulations and ordinances. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Purchase Order.

(b) Seller warrants the Goods are free from any materials blocked by the sanctions of any countries involved in the sale of Goods under the Purchase Order, and were not sourced in whole or in part with forced labor, child labor or laborers under a poverty alleviation program or from the Xinjiang Uyghur Autonomous Region of the People’s Republic of China. Seller is now and shall comply with all sanctions, export and import laws of all countries involved in the sale of Goods under the Purchase Order. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. The information provided by Buyer

may be subject to US export control laws and regulations, including without limitation the International Traffic in Arms Regulations (“**ITAR**”) and the US Export Administration Regulations (“**EAR**”). Seller may not export or re-export any information, technical data, or supplies except in strict compliance with all US export control laws and regulations, including ITAR and EAR. Technical data that are controlled by the ITAR or EAR shall not be released to foreign nationals, including employees, companies or other entities, whether within or outside of the US, unless Seller shall first obtain the written consent of Buyer, and shall obtain the appropriate license or other advance approval from US government officials. Seller’s obligation to adhere to ITAR and EAR shall survive the expiration or termination of this Agreement. Seller hereby agrees to defend and indemnify Buyer from and against any liability that Buyer may incur as a result of Seller’s violation of any US export or re-export control law or regulation.

(c) Seller hereby certifies it has not paid, or offered or agreed to pay, or has caused to be paid, or offered or agreed to be paid directly or indirectly, in respect of the Purchase Order any political contributions, fees or commissions (as defined in Part 130 of ITAR and/or the US Foreign Corrupt Practices Act of 1977, as amended (“**FCPA**”). Seller further certifies that it will not offer, pay, promise to pay, or authorize the payment of any money, or offer, give, promise to give, or authorize the giving of anything of value to a Territory official (as defined in the FCPA), to any Territory political party or official thereof or any candidate for Territory political office, or to any person, while knowing or being aware of a high probability that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any Territory official, to any Territory political party or official thereof, or to any candidate for Territory political office, for the purposes of: (i) influencing any act or decision of such Territory official, political party, party official, or candidate in his or its official capacity, including a decision to fail to perform his or its official functions; or (ii) inducing such Territory official, political party, party official, or candidate to use his or its influence with the Territory government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, in order to assist Buyer or Seller in obtaining or retaining business for or with, or directing business to Buyer or Seller.

(d) Seller warrants that the Goods delivered hereunder are free from Gold, Tungsten (Wolframite), Tantalum (Columbit-Tantalite) or Tin (Cassiterite), hereafter referred to as “**Conflict Minerals**”, that have originated in the Democratic Republic of Congo, Central African Republic, Angola, Burundi, Rwanda, South Sudan, Tanzania, Uganda or Zambia, hereafter referred to collectively as the “**DRC Region**”. Seller is required to review all materials and components which are necessary for the functionality or production of the Goods being sold under this Agreement and disclose annually whether any of the Conflict Minerals are present, and if so, those that originated in the DRC Region, and to provide a chain of custody if the Conflict Minerals do originate from the DRC Region. Seller shall determine the country of origin (where the materials were originally mined and processed) or whether the minerals originated from scrap of recycled sources. Seller must provide the following prior to shipment of the items upon request of Buyer: (i) Country of Origin Inquiry (17 CFR 250 and 249B) documentation certifying that items are free from Conflict Minerals that have originated in the DRC Region; (ii) traceability information on raw material sub-tier suppliers; and (iii) to the extent an audit has been performed, results from any independent private sector audit, certifying that such an audit was obtained, including the audit report as part of the Country of Origin Inquiry and identifying the auditor.

(e) Seller warrants and represents that it does not engage in or condone the unlawful employment or exploitation of children in the workplace, nor engage in or condone the use of forced labor.

(f) Seller respects the privacy of Buyer’s information and confirms that it has implemented and maintains adequate data security measures and policies in accordance with applicable laws.

(g) Buyer is committed to managing its quality operations in accordance with ISO 9001:2015 standard and other applicable standards. To this end, Buyer encourages its suppliers to develop, maintain and implement an effective Quality Management System and/or equivalent system to cooperate with Buyer in resolving any quality issue. Buyer requires that all critical suppliers complete a QAF 9.2 Supplier Quality System Checklist and/or be certified to applicable standards. Supplier assessment/performance is evaluated on an annual basis and Seller is expected to maintain a minimum quality level of 79% acceptance or higher.

21. TERMINATION. Buyer may terminate the Purchase Order and this Agreement, in whole or in part, at any time with or without cause for undelivered Goods or unperformed Services on two (2) days’ prior written notice to Seller. In addition to any remedies that may be provided under these Terms, Buyer may terminate the Purchase Order with immediate effect upon written notice to Seller, either before or after the acceptance of the Goods of Services, if Seller has not performed or complied with any of these Terms, in whole or in part. If Seller 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, then Buyer may terminate this Agreement upon written notice to Seller. If Buyer terminates this Agreement for any reason, Seller’s sole and exclusive remedy is payment for the Goods and Services received and accepted by Buyer prior to the termination.

22. WAIVER. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in

exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

23. CONFIDENTIAL INFORMATION. All non-public, confidential or proprietary information of Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Seller, 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 this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer’s request, Seller shall promptly return all documents and other materials received from Buyer. 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 in and to all documents, work product, drawings, blueprints and prints, and other materials that are delivered by Buyer under this Agreement shall be the sole and exclusive property of Buyer and subject to the foregoing provisions of this Section regarding confidentiality and return. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to Seller at the time of disclosure; or (c) rightfully obtained by Seller on a non-confidential basis from a third party.

24. 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, when and to the extent such party’s (the “*Impacted Party*”) failure or delay is caused by or results from acts beyond the Impacted Party’s reasonable control, including the following force majeure events (“*Force Majeure Event(s)*”): (a) acts of God; (b) flood, fire, or earthquake; (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; and (e) embargoes or blockades in effect on or after the date of this Agreement. The Impacted Party shall give notice within five (5) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

25. ASSIGNMENT. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Seller of any of its obligations hereunder. Buyer may at any time assign, transfer or subcontract any or all of its rights or obligations under this Agreement without Seller’s prior written consent.

26. 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. No relationship of exclusivity shall be construed from this Agreement.

27. NO THIRD-PARTY BENEFICIARIES. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

28. GOVERNING LAW, SUBMISSION TO JURISDICTION. All matters arising out of or relating to this Agreement shall be 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. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded from applying to this Agreement. Seller and Buyer each irrevocably and unconditionally agree that the sole and exclusive forum and venue for any legal or equitable action or proceeding arising out of or in connection with this Agreement will lie in the United States District Court for the Western District of Michigan, the courts in the State of Michigan sitting in Kalamazoo County, and any appellate court with jurisdiction over such courts, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

29. CUMULATIVE REMEDIES. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

30. NOTICES. All notices, request, 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 on the face of this Agreement 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), facsimile (with confirmation of transmission) 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.

31. 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.

32. SURVIVAL. Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement, including, but not limited to, the following provisions: Setoff; Warranties; General Indemnification; Intellectual Property Indemnification; Insurance, Compliance with Laws; Purchasing/Supplier Standards; Confidentiality; Governing Law, Submission to Jurisdiction; and Survival.

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