

Hudl

Terms & Conditions of Purchase for Purchase Order

- 1. Agreement:** These Terms & Conditions of Purchase ("Terms") are the only terms which govern the purchase of the goods ("Goods") and services ("Services") by Hudl, Inc. or an entity controlled by, or subject to common control with Hudl, Inc. ("Hudl") from the seller ("Seller") named on the accompanying purchase order issued by Hudl ("Order", together with these Terms, the "Agreement"). These Terms prevail over any of Seller's general terms and conditions of sale regardless whether or when Seller has submitted its sales confirmation or such terms. The Agreement expressly limits Seller's acceptance to the terms of the Agreement. Any additional or different terms proposed by Seller are objected to and rejected unless expressly assented to in writing by Hudl. The Order and these Terms shall be deemed accepted by the Seller upon the first of the following to occur: (a) Seller accepting the Order and these Terms; (b) shipment of the Goods (in whole or part) by Seller or performance of the Services (in whole or part) by Seller; or (c) the passage of five (5) days after Seller's receipt of the Order without Notice to Hudl that Seller does not accept the Order and these Terms. The Agreement, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Agreement. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods or Services covered hereby, the terms and conditions of said contract shall solely govern the transaction. In the event of a conflict between these Terms and the Order, the terms of the Order shall govern.
- 2. Delivery:** Seller shall deliver the Goods at the delivery location(s) set forth in the Order ("Delivery Point") on the date(s) specified in the Order or date(s) otherwise agreed in writing between the parties ("Delivery Date(s)"). If no Delivery Date is specified in the Order, the parties shall work together in good faith to establish mutually agreeable Delivery Date(s) in writing within 30 days of the date of the Order and if the parties do not come to such an agreement within that period Hudl may terminate the Agreement without liability upon Notice to Seller. Seller shall provide the Services to Hudl as described on and in accordance with the schedule set forth on the Order. Time is of the essence with respect to Seller's obligations hereunder and the timely delivery of the Goods and Services. Delivery of Goods shall be made DDP Delivery Point (Incoterms 2020), except as otherwise set forth in the Order ("Delivery"). The Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence, and any other documents pertaining to the Order. If necessary, Seller shall provide written notice of any actual or potential delay. If Seller fails to deliver the Goods or Services in full, on the Delivery Date(s), Hudl may terminate the Agreement immediately without liability upon Notice to Seller and Seller shall indemnify Hudl against any losses, damages, and reasonable costs and expenses attributable to Seller's failure to deliver. Hudl reserves the right to refuse or return at Seller's risk and expense shipments made in advance of required schedules or to defer payment on advance deliveries until scheduled Delivery Date(s).
- 3. Title and Risk of Loss:** Title and risk of loss pass to Hudl upon Delivery of the Goods.
- 4. Packing and Shipping:** Unless otherwise specified in the Order, all Goods shall be packaged by Seller in suitable containers for safe transportation and handling. Seller shall pack all Goods for shipping in a manner sufficient to ensure Goods are delivered in an undamaged condition. Each delivered container must be labelled and marked to identify contents without opening and include Hudl's Order number, and all boxes and packages must contain packing sheets listing contents. No charges will be paid by Hudl for preparation, packing, crating, or cartage unless separately stated in the Order.
- 5. Inspection and Acceptance:** Payment for the Goods or Services provided hereunder shall not constitute acceptance thereof. Hudl has the right to inspect the Goods or Services on or after Delivery. Hudl will have 90 days from actual receipt of Goods or Services to inspect and (a) provide Notice to Seller of Hudl's acceptance, or (b) provide Notice to Seller of Hudl's rejection and Hudl's reasons therefore. Hudl may reject Goods or Services that are nonconforming or defective. Hudl may inspect all or a sample of the Goods or Services to make such a judgment. If Hudl rejects any portion of the Goods or Services, Hudl has the right at Hudl's option and at Seller's cost, effective upon Notice to Seller, to: (w) return such Goods or Services to Seller, at Seller's expense, in exchange for a full and prompt refund or reduction in Price, as applicable, for such Goods or Services; (x) accept the Goods or Services at a reasonably reduced Price; (y) reject the Goods or Services and require replacement of the rejected Goods or Services; or (z) require Seller repair the nonconforming or defective Goods or reperform the nonconforming or defective Services. If Hudl requires replacement of the Goods or Services, Seller shall, at its expense, replace the nonconforming or defective Goods or Services within 5 business days, unless otherwise agreed in writing by Hudl, and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective Goods to Seller and the delivery of replacement Goods to Hudl. If Hudl requires repair of the nonconforming or defective Goods, Seller shall, at its expense, repair the Goods within a reasonable timeframe, which shall not exceed 10 business days unless otherwise agreed in writing by Hudl; Seller will notify Hudl of the repair timeline and pay for all related expenses, including, but not limited to transportation charges for the return and delivery of repaired Goods and charges for delay. If Seller fails to timely deliver replacement or repaired Goods or Services, Hudl may replace them with goods or services from a third party and charge Seller the cost thereof and terminate the Agreement for cause. Any inspection or other action by Hudl under this Section shall not reduce or otherwise affect Seller's obligations under the Agreement, and Hudl shall have the right to conduct further inspections after Seller has carried out its remedial actions. Nothing contained in the Agreement shall relieve in any way Seller from the obligation of testing, inspection, and quality control. If Seller delivers more than the quantity of Goods ordered, Hudl may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's sole risk and expense. If Hudl does not reject the Goods and instead accepts the delivery of Goods at the increased quantity, the Price for the Goods shall be adjusted on a pro-rata basis.
- 6. Termination:** The Agreement may be terminated, in whole or in part, by Hudl with immediate effect upon Notice to Seller: (a) for convenience, at least 30 days before the respective Delivery Date(s) for the affected Goods or Services, without liability (provided that only if expressly stated on the Order and only for Goods, Seller shall be reimbursed for the actual, reasonable, and substantiated costs of any non-cancellable product or materials orders placed by Seller and non-returnable products or materials purchased by Seller for the Goods prior to the date of such Notice, not to exceed the respective Price for the affected Goods, and

Hudl may take immediate possession of all such products and materials upon Notice to Seller); (b) if Goods are not delivered, or Services are not performed, on or before the Delivery Date(s), as applicable; (c) if Goods delivered are defective or nonconforming; (d) if Seller fails to comply with any provision of the Agreement; (e) if Seller becomes insolvent or commences or has commenced by it or against it bankruptcy proceedings, receivership, reorganization, or assignment for the benefit of creditors; or (f) if Seller fails to procure and maintain the insurance required by the Agreement. If Hudl terminates the Agreement for any reason, Seller's sole and exclusive remedy is payment for the Goods or Services received and accepted by Hudl prior to the termination.

7. Price: The price of the Goods and Services is the price stated in the Order (the "Price"). Unless otherwise specified in the 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, value added, use, and 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 Hudl. For any Goods requiring testing/certification, the Price includes any such testing and the issuance and filing of any required certificates, which shall be made available for access and use to Hudl in a format reasonably requested by Hudl.

8. Invoices and Payment: Seller shall issue an invoice to Hudl on or any time after the completion of Delivery of Goods or completion of performance of the Services, as applicable, and in accordance with the Agreement. A separate invoice shall be issued for each shipment of Goods. Seller shall invoice Hudl for the Order within 60 days of Delivery. Unless otherwise stated in the Order, Hudl shall pay all properly invoiced amounts due to Seller within 45 days after receipt of such invoice, except for any amounts disputed by Hudl in good faith. The parties shall seek to resolve such disputes in good faith and with expediency. Seller shall continue performing its obligations hereunder notwithstanding such dispute. Without prejudice to any other right or remedy it may have, Hudl reserves the right to set off any amount owing to it by Seller against any amount payable by Hudl to Seller. All payments hereunder shall be in US dollars, unless otherwise set forth in the Order. If Seller fails to fulfil any of its obligations under the Agreement, Hudl may suspend or withhold payment to Seller.

9. Seller's Obligations: With respect to the Services, Seller agrees to:

- a. before the date on which the Services are to start, obtain, and at all times during the term of the Agreement, maintain, all necessary licenses and consents;
- b. comply with all rules, regulations and policies of Hudl, including without limitation security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by Hudl 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, including records of the time spent and materials used by Seller in providing the Services in such form as Hudl shall approve. During the term of the Agreement and for a period of 2 years thereafter, upon Hudl's written request, Seller shall allow Hudl to inspect and make copies of such records and interview Seller personnel in connection with the provision of the Services;
- d. obtain Hudl's prior written consent, which may be given or withheld in Hudl's sole discretion, prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Seller, other than Seller's employees, to provide any Services to Hudl (each such approved subcontractor or other third party, a "Permitted Subcontractor"). Hudl's approval shall not relieve Seller of its obligations under the 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 the Agreement as if they were Seller's own employees. Nothing contained in the Agreement shall create any contractual relationship between Hudl and any Seller subcontractor or supplier;
- e. require each Permitted Subcontractor to be bound in writing by the confidentiality provisions of these Terms, and, upon Hudl's written request, to enter into a non-disclosure in a form that is reasonably satisfactory to Hudl;
- 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; and
- 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 the Hudl.

10. Change Orders: Any discrepancies, omissions, or lack of clarity in drawings, specifications, or the Order must be referred by Seller to Hudl for written interpretation before the Order is processed. Hudl may at any time before completion of the Order for Goods or completion of the Services, by written instructions and/or drawings issued to Seller (each a "Change Order"), order changes to the Goods or Services, including without limitation quantities, in drawings or specification, in delivery schedules, and in methods of shipment and packaging. Seller shall within 5 business days of receipt of a Change Order submit to Hudl a firm cost proposal for the Change Order. If Hudl accepts such cost proposal, Seller shall proceed with the changed Goods or Services subject to the cost proposal and the terms and conditions of the Agreement. Seller acknowledges that a Change Order may or may not entitle Seller to an adjustment in the Seller's compensation or the performance deadlines under the Agreement.

11. Warranties: For the Warranty Period, Seller warrants to Hudl:

- a. All Goods delivered under the Agreement will conform to the requirements of the Agreement and any applicable specifications, drawings, designs, samples, and other requirements; be fit for the intended purposes; be new and merchantable and free and clear of all liens, security interests, and other encumbrances; be free from any defects in workmanship, materials, and design; and, except to the extent where a result of Hudl's Property, not infringe, violate, or misappropriate any third party's patent, trade secret, copyright, trademark, or other intellectual property rights ("Intellectual Property Rights").
- b. Seller shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the Agreement.

c. Seller warrants that all Goods and Services provided under the Agreement comply with all applicable laws and regulations and all applicable international prohibitions on child labor in force at the time of supply and performance.

d. Seller shall not at any time sell the same or similar Goods or Services to a different buyer at prices below those stated in the Agreement. If Seller charges a different buyer a lower price for the Goods or Services, Seller must immediately apply the lower price for the Goods or Services under the Agreement. If Seller fails to meet the lower price, Hudl, at its option, may terminate the Order without liability pursuant to Section 6 (Termination).

The "Warranty Period" means a period of 1 year (or a different period as set forth on the Order) running from either (x) Hudl's, its affiliate's, or either of their reseller's sale to the end user of Hudl products incorporating the particular Goods or Services or (y) Delivery of the Goods or Services if Hudl or its affiliates are the end users of the particular Goods or Services. These warranties shall survive any delivery, inspection, acceptance, or payment. These warranties are cumulative and in addition to any other warranty provided by law or equity and any other warranty or representation given to Hudl by Seller. Any applicable statute of limitations runs from the date of Hudl's discovery of the noncompliance. If Hudl gives Seller any Notice of noncompliance within the Warranty Period, Seller shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Goods or, if applicable, repair or re-perform the applicable Services, at Hudl's option. The foregoing remedy is without prejudice to any other rights of Hudl. This warranty shall run to Hudl, its affiliates, parent and subsidiary entities, and either of their successors, assigns, resellers, and customers, and the end users of Hudl's products.

12. Indemnification: Seller shall defend, indemnify, and hold harmless Hudl and Hudl's affiliates, resellers, successors, and assigns and their respective directors, officers, shareholders, employees, agents, and customers, and end users of Hudl's products (collectively, "Indemnitees") from and against any and all loss, injury, death, damage, liability, claim, action, judgment, interest, penalty, cost, or expense, including reasonable attorney fees and costs, and the cost of enforcing any right to indemnification hereunder (collectively, "Losses") arising out of or occurring in connection with (a) the Goods or Services from Seller's negligence, willful misconduct, or breach of the Agreement or (b) any claim that an Indemnitee's use or possession of the Goods or use of the Services infringes, violates, or misappropriates any Intellectual Property Rights of any third party (except to the extent as a result of Hudl's Property). Seller shall, without limitation, indemnify and hold harmless Indemnitees from and against all Losses which arise from personal injury, death, or property loss or damage attributed to, or caused by, the Goods or Services except to the extent that such injury, death, loss, or damage is caused solely and directly by the negligence of Hudl. Seller shall not enter into any settlement without Hudl's or Indemnitee's, if different, prior written consent.

13. Limitation of Liability: To the maximum extent permitted by applicable law, (a) in no event will Hudl or its affiliates be liable for any lost revenues or profits or any incidental, indirect, consequential, special, or punitive damages, and (b) in no event will Hudl's or its affiliates' aggregate liability to Seller exceed the total Price paid or payable by Hudl to Seller under the Agreement.

14. Confidential Information: All non-public, confidential, or proprietary information of Hudl or Hudl's affiliates ("Confidential Information"), including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Hudl or Hudl's affiliates 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 the Agreement is confidential, solely for the purpose of performing the Agreement, and may not be disclosed or copied unless authorized in advance by Hudl in writing. Upon Hudl's request, Seller shall promptly return or destroy all Confidential Information. Hudl shall be entitled to injunctive relief for any violation of this Section. This Section does 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. Any non-disclosure agreement entered into between the parties shall remain in full force and effect according to its terms. Seller will not disclose the existence of the Agreement or any of its respective terms to any third party without Hudl's prior written consent.

15. Insurance: During the term of the Agreement and for a period of 1 year thereafter, Seller shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, workers' compensation (at least in such amounts required by applicable law) and adequate commercial general liability, errors and omissions, and other forms of insurance, in each case with insurers reasonably acceptable to Hudl, with policy limits sufficient to protect and indemnify Hudl from any losses resulting from Seller's acts or omissions. Hudl shall be listed as an additional insured under each such policy and each such policy shall waive any right of subrogation of the insurers against Hudl. Seller shall forward a certificate of insurance verifying such insurance upon Hudl's written request.

16. Governing Law and Venue: The construction, interpretation, and performance of the Agreement, as well as the legal relations of the parties arising hereunder, shall be governed by and construed in accordance with the laws of the State of Nebraska, USA, without regard to its conflict of laws rules. Seller hereby irrevocably submits to the exclusive jurisdiction of state and federal courts located in the County of Lancaster, State of Nebraska, USA, for the purpose of any suit, action, or other proceeding arising out of, in connection with, or related to the Agreement. Seller hereby waives to the extent not prohibited by law, and agrees not to assert, by way of motion, as a defense or otherwise, in any such proceeding, any claim that is not subject personally to the jurisdiction of the above-named courts. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.

17. Non-Exclusivity: Nothing contained herein is intended or shall be construed as creating any exclusive arrangement with Seller. The Agreement shall not restrict Hudl from acquiring similar, equal, or like services or goods from other sellers or sources.

18. Hudl's Property: If Goods or Services are customized for Hudl in accordance with specifications, intellectual property, drawings, or designs provided by Hudl to Seller (collectively, "Hudl's Property"), Seller shall not sell to others such customized Goods or Services. Hudl's Property shall be and remain Hudl's property, and Seller is not authorized to use Hudl's Property for any purpose other than to provide the Goods and Services under the Agreement. Seller acknowledges that Seller has not been granted and has not acquired, and agrees that Seller shall not be granted or acquire, any right, title, or interest in any of Hudl's or its affiliates' intellectual property. Any and all goodwill and rights under trademark and copyright law, and all other intellectual property rights, that arise in connection with Hudl's or its affiliates' intellectual property as a result of the Agreement or otherwise, shall be to the sole and exclusive benefit of Hudl. Seller may reproduce and use Hudl's intellectual property solely as specified by Hudl, in writing, as

necessary to carry out Seller's obligations under the Agreement. Seller will not use Hudl's or Hudl's affiliates' names, trademarks, service marks, or logos in publicity, advertising, or similar activity, except with Hudl's prior written consent.

19. Tooling and Equipment: Any special tools, dies, moulds, or patterns ("Tooling") made by Seller specifically for Hudl pursuant to the Order ("Special Tooling") and any Tooling or equipment provided by Hudl to Seller ("Hudl Tooling") shall belong to Hudl, and all right, title, and interest in and to the Special Tooling is hereby assigned by Seller to Hudl. Except as otherwise set forth in the Order, Seller may not charge Hudl for the cost of manufacturing or procuring any Special Tooling. The Special Tooling and Hudl Tooling may not be used to create goods or provide services for any other person or entity without Hudl's prior written consent. Hudl may file any legal notices or documents to protect its ownership interest in the Special Tooling and Hudl Tooling. The Special Tooling and Hudl Tooling may be stored by Seller but must be clearly identified and marked, in a durable and legible manner, as the property of Hudl. Any such storage will be at no cost to Hudl. Seller may not take any action concerning the Special Tooling or Hudl Tooling that is inconsistent with Hudl's ownership. Seller releases, discharges, and waives any lien, action, suit, debt due, sum of money, account, claim, and demand whatsoever in law or in equity or other rights that Seller might otherwise have on or in any of the Special Tooling for work performed on, or utilizing, such property or otherwise. Seller agrees to keep and maintain any Special Tooling and Hudl Tooling in its possession in good working order, and Seller shall not dispose of or use such Special Tooling and Hudl Tooling other than in accordance with Hudl's written instructions or authorization. Seller shall allow Hudl to inspect or take such Special Tooling or Hudl Tooling at any time.

20. Relationship of the Parties: The relationship between the parties is that of independent contractors. Nothing contained in the 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. Force Majeure: Neither party shall be liable to the other for any delay or failure in performing its obligations under the Agreement to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party ("Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, war, invasion, terrorist acts, riots, nationwide strike, or embargoes. Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under the Agreement. If a Force Majeure Event prevents Seller from performance for a continuous period of more than 15 business days, Hudl may terminate the Agreement immediately by giving Notice to Seller.

22. Notices: All notices hereunder (each, a "Notice") shall be in writing in English and addressed to the applicable party at the address set forth on the Order. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid), and will be deemed given (a) if by hand delivery, upon receipt thereof; (b) if sent via overnight courier, upon receipt; or (c) if mailed, five (5) days after deposit in the U.S. mail, postage prepaid, certified mail return receipt requested. Either party may change its address or its designated addressee by giving written notice to the other party in accordance with the terms of this Section 22.

23. Survival: Provisions of the Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Agreement including, but not limited to, the following provisions of the Terms: Warranties, Indemnification, Limitation of Liability, Confidential Information, Insurance, Governing Law and Venue, Hudl's Property, Tooling and Equipment, Notices, Survival, and Miscellaneous.

24. No Third-Party Beneficiaries: Except as otherwise expressly provided in the Agreement, the 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 the Agreement.

25. Compliance: Seller agrees to comply with Exhibit A attached hereto and incorporated herein.

26. Miscellaneous: Hudl's rights and remedies set forth in the Agreement are cumulative and not exclusive and are in addition to any other right or remedy of Hudl provided by law, by equity, or otherwise. Seller shall not assign the Agreement without Hudl's prior written consent. Any assignment in violation of this Section shall be void. Hudl may at any time assign the Agreement without Seller's prior written consent to any of Hudl's affiliates or to any person or entity acquiring all or substantially all of Hudl's assets. If any term of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term of the Agreement or invalidate or render unenforceable such term in any other jurisdiction. No waiver by any party of any of the terms of the Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. The Agreement may only be amended in a writing stating specifically that it amends the Agreement and is signed by each party. English shall be the governing language of the Agreement.

Exhibit A

Compliance

- a. *Compliance with Laws.*** Seller agrees to comply with all applicable laws and regulations in connection with the Agreement and the manufacture and provision of the Goods and Services.
- b. *Hudl Supplier Code of Conduct.*** Seller agrees to, and represents and warrants that it does, conduct its business, and the performance of the Agreement, in a way that is consistent with the Hudl Supplier Code of Conduct (available at www.hudl.com/legal/suppliers), incorporated herein by this reference. If any time Hudl determines that Seller is in violation of the Hudl Supplier Code of Conduct, Hudl may terminate the Agreement upon written notice to Seller without liability.
- c. *Labor.*** Seller represents, warrants, and covenants that it does not, as of the date of the Order, and shall not, during the term of the Agreement (i) use involuntary, bonded, or underage labor at the facility(ies) where its performance under the Agreement will occur; (ii) engage in human trafficking; or (iii) maintain unsafe or unhealthy conditions in any dormitories or lodging that it provides for its employees. Seller agrees that during the term of the Agreement it shall promptly disclose to Hudl any use, whether intentional or unintentional, of involuntary, bonded, or underage labor or instances of human trafficking, and shall correct unsafe or unhealthy conditions in any lodging that it provides for its employees. Seller shall use reasonable efforts to include similar prohibition and disclosure requirements in agreements with its own suppliers. Seller shall cooperate and provide such information and/or certifications regarding its compliance with this Section c. of Exhibit A as may be reasonably requested by Hudl.
- d. *Materials.*** Seller represents, warrants, and covenants that it complies with all applicable laws and regulations of the United States, the United Kingdom, Canada, and the European Union (and its Member States) with respect to environmental protection, health and safety, waste disposal, hazardous and toxic material handling, any materials or components used in Goods, the amounts of regulated chemicals used in Goods, and hazardous materials notification requirements, and acknowledges that the Goods may be directed to such markets. In furtherance of, but without limiting the generality of, the foregoing:
- i. *Conflict Minerals.*** Seller represents, warrants, and covenants that the Goods do not contain (A) conflict minerals (as such term is defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, "Conflict Minerals"), or (B) any minerals or other resources that if included in the Goods would trigger a violation of U.S. Executive Order 13671.
 - ii. *RoHS.*** Unless Seller has expressly and in writing informed Hudl to the contrary, Seller represents, warrants, and covenants that any Goods delivered to Hudl under the Agreement are in compliance with the European Union (EU) Directive 2011/65/EU on the Restriction of the Use of certain Hazardous Substances in Electrical and Electronic Equipment ("RoHS").
 - iii. *REACH.*** Seller represents, warrants, and covenants that it complies with, and all Goods comply with, the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH") rules and regulation on use of hazardous and potentially hazardous materials. Such compliance shall include, but not be limited to, no use of arsenic, lead, mercury, cadmium CrVI, asbestos, and PCB's without full disclosure to Hudl and its specific, written consent.
 - iv. *Proposition 65.*** Seller represents that it reviewed and is familiar with the California Safe Drinking Water and Toxics Enforcement Act of 1986 ("Proposition 65") in effect in the State of California. Seller represents that it has notified Hudl of any materials contained in the Goods that are subject to Proposition 65. Where required, all Goods shall be properly labeled to comply with the requirements of Proposition 65.
- e. *Anti-Corruption.*** Seller agrees to comply with all applicable laws and regulations relating to anti-bribery or anti-corruption, including without limitation the U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act, and all national, state, provincial, and territorial anti-bribery and anti-corruption laws and regulations (collectively, "Anti-Bribery Laws"). Seller represents, warrants, and covenants that none of the Seller or any of its subsidiaries or any of their respective directors, officers, employees or, to the Seller's knowledge, agents or any other entity or person acting on its behalf has, directly or indirectly, made any bribes, rebates, payoffs, influence payments, kickbacks, illegal payments, illegal political contributions, or other payments, in the form of cash, gifts, or otherwise, or taken any other action, in violation of any Anti-Bribery Laws.
- f. *Import/Export.*** Seller agrees to comply with all applicable export control regulations and laws, including without limitation those of Seller's jurisdiction, the U.S., and the Delivery Point. Without limiting the generality of the foregoing, Seller shall control the disclosure of and access to technical data, information, and other items received under the Agreement in accordance with U.S. export control laws and regulations. Seller, any officer or director of Seller, and any agent, consultant, or other third-party representative of Seller, acting in its capacity as such, shall conduct their activities in accordance with all applicable laws and regulations relating to the exportation of the Goods from the country of origin and importation of the Goods to the Delivery Point. Seller shall promptly notify Hudl in the event Seller receives written notice from any governmental authority alleging Seller's failure to comply with any export or import requirements with respect to the Goods.