

## **Schedule 1 - Definitions**

**"Affiliate"** means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with such Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

**"Agreement"** means this contract, including all exhibits, schedules, attachments, and amendments hereto, as may be amended, modified, or supplemented from time to time in accordance with its terms.

**"Applicable Law"** means any federal, state, local, municipal, foreign, international, multinational, or other administrative order, constitution, law, ordinance, principle of common law, regulation, statute, treaty, or rule.

**"Business Day"** means any day other than a Saturday, Sunday, or a day on which banking institutions in identified jurisdiction are authorized or required by law to be closed.

**"Change Order"** means a written document signed by both Parties that modifies, adds to, or removes portions of the Services or other aspects of this Agreement.

**"Confidential Information"** means any non-public information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether orally, in writing, electronically, or by any other means, 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 includes, but is not limited to: (i) business plans, methods, and practices; (ii) personnel, customers, and suppliers; (iii) inventions, processes, methods, products, patent applications, and other proprietary rights; (iv) specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information; (v) financial information and pricing; and (vi) other non-public business information disclosed by the Disclosing Party. Notwithstanding the foregoing, Confidential Information shall not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was rightfully known to the Receiving Party without restriction prior to receipt from the Disclosing Party; (c) was rightfully obtained by the Receiving Party from a third party who had the right to disclose it without restriction; or (d) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

**"Deliverables"** means all documents, work product, and other materials that are delivered to Buyer under this Agreement or prepared by or on behalf of Seller in the course of performing the Services, including any items identified as such in this Agreement.

**"Dispute"** means any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof.

**"Effective Date"** means the date on which this Agreement becomes effective, which shall be date of execution/specific date, or if no date is specified, the date on which this Agreement is signed by the last Party to sign.

**"Equipment"** means any equipment, software, hardware, networking equipment, middleware, and cabling as specified in [relevant section or exhibit] of this Agreement.

**"Force Majeure"** means any act, event, or condition beyond the reasonable control of a Party that prevents or delays that Party from performing its obligations under this Agreement, including but not limited to: (i) acts of God, including fire, flood, earthquake, storm, hurricane, or other natural disaster; (ii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (iii) government order, law, or action; (iv) embargoes or blockades in effect on or after the date of this Agreement; (v) national or regional emergency; (vi) strikes, labor stoppages or slowdowns, or other industrial disturbances; (vii) shortage of adequate power or transportation facilities; and (viii) other similar events beyond the reasonable control of the affected Party. A Party's economic hardship or changes in market conditions are not considered Force Majeure events.

**"Governing Law"** means the laws identified under section "8. Choice of Law" applicable to contracts made and to be performed wholly within such jurisdiction, without regard to its conflict of laws principles.

**"Indemnified Party"** means a Party entitled to indemnification under this Agreement.

**"Indemnifying Party"** means a Party obligated to provide indemnification under this Agreement.

**"Intellectual Property Rights"** means all rights in and to patents, utility models, trademarks, service marks, trade names, logos, design rights, copyrights, database rights, domain names, trade secrets, know-how, and all other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**"Law"** means any federal, state, local, municipal, foreign, or other law, statute, constitution, principle of common law, resolution, ordinance, code, edict, decree, rule, regulation, ruling, or requirement issued, enacted, adopted, promulgated, implemented, or otherwise put into effect by or under the authority of any governmental authority.

**"Liability"** means any liability, whether under contract, tort (including negligence), or otherwise, and whether or not foreseeable or contemplated by the Parties.

**"Material Breach"** means a breach of this Agreement that substantially deprives the non-breaching Party of the benefit of the bargain under this Agreement or substantially defeats the purpose of the Agreement.

**"Notice"** means a written communication required or permitted under this Agreement, delivered in accordance with the notice provisions set forth in [relevant section] of this Agreement.

**"Party"** means either Buyer or Seller, and "Parties" means both Buyer and Seller collectively.

**"Person"** means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority, or other entity.

**"Products"** means the items, goods, or materials to be provided by Seller as described in this Agreement.

**"Proper Invoice"** means an invoice that accurately reflects the goods or services provided by Seller.

**"Purchase Order"** means a document indicating that it is a "purchase order" or similar term, issued by Buyer to Seller, that may identify Products or Services to be delivered under this Agreement.

**"Representatives"** means, with respect to a Party, such Party's officers, directors, employees, agents, attorneys, accountants, advisors, and other representatives.

**"Sanctioned Party"** means any person (entity or individual) who is subject to sanctions or export controls imposed by the United States, United Kingdom, European Union or other applicable authority, including, but not limited to any person:

- (a) identified on any Sanctions List; or
- (b) who is 50 percent or more owned, directly or indirectly, individually or in the aggregate, or otherwise controlled, by any person identified in (a).

**"Sanctions List"** means any list of persons subject to sanctions or trade restrictions published by the United States, European Union, United Kingdom, United Nations or any other applicable authority, including but not limited to each of:

- (a) OFAC's list of Specially Designated Nationals ('SDN List');
- (b) the UK's HM Treasury's Consolidated List of Sanctions Targets;
- (c) the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions;
- (d) BIS's Entity List; or
- (e) any other applicable sanctions lists.

**"Services"** means the services to be provided by Seller as described in this Agreement.

**"Specifications"** means any technical specifications, criteria, standards, methods, processes, or requirements related to the Products or Services, as set forth in [relevant section or exhibit] of this Agreement.

**"Subcontractor"** means any third party engaged by a Party to perform any portion of such Party's obligations under this Agreement.

**"Supplemental Terms"** means the terms (as updated from time to time) set out at [Suppliers – Infinite Electronics](#) which includes Supplier Quality Manual and Supplier Code of Conduct, which includes the terms required by our suppliers.

**"Term"** means the period commencing on the Effective Date and continuing until termination of this Agreement in accordance with its provisions, including any renewal or extension periods.

**"Third Party"** means any Person other than the Parties or their respective Affiliates.

**"Warranty Period"** means the period during which the warranties provided under this Agreement shall remain in effect, as specified in section "1.Warranty" of this Agreement.

**"Work Product"** means all Deliverables and other results and materials developed or created by Seller (or its agents, subcontractors, or employees) for Buyer in the course of performing the Services, including all Intellectual Property Rights therein.