

## SILA NANOTECHNOLOGIES, INC. PURCHASE ORDER TERMS AND CONDITIONS

Under this Purchase Order ("PO"), Sila Nanotechnologies, Inc. ("Sila") agrees to purchase, and Seller agrees to sell the products and services listed on this PO. Unless otherwise stated on the PO cover page, Sila objects to additional or different terms contained in any Seller documents, including quotations, acknowledgments, or online terms. Those Seller terms will be considered material alterations to this PO and are void. Seller by acceptance of this PO expressly covenants, warrants, guarantees, and agrees:

- 1. Acceptance of Purchase Order Terms and Conditions.** Seller may accept this PO by (a) informing Sila (which shall include any making, signing, or delivering to Sila any letter, form, or other writing or instrument acknowledging acceptance), or (b) beginning to perform under the PO. Either shall be deemed an unconditional acceptance of each and all terms hereof. Except as expressly stated on the face of this PO, any qualification of such acceptance and any terms varying from or in addition to the terms hereof are hereby rejected.
- 2. Delivery.** TIME IS OF THE ESSENCE WITH RESPECT TO ANY DELIVERY UNDER THIS PO. Delivery of all equipment, materials, items, articles, products, and merchandise (hereinafter "Products") and consulting, creative, support, logistics, technical and all other services (hereinafter "Services") shall be completed within the time specified herein, or if no time is specified, within a reasonable time of receipt of the PO. Sila will be responsible for payment of reasonable freight charges for the shipment services, and of the designated carrier or designated type of transportation if indicated on this PO. Products will be shipped at the lowest prices and upon the best terms and discounts prevailing at the time of shipment. If Seller for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements of this PO, Seller will promptly notify Sila in writing. If Seller fails to perform, or so fails to make progress as to endanger performance of this PO in accordance with its terms, and does not cure such failure within a period of ten (10) days (or such longer period as Sila may authorize in writing) Sila reserves the right without liability in addition to its other rights and remedies (a) to terminate by written notice all or any part of this PO and get a full refund for amounts paid including any delivery costs; and (b) to purchase substitute goods elsewhere and charge the Seller with reasonable additional costs incurred. For Services provided under this PO without an accompanying Product, Sila may terminate this PO by providing Seller with at least (30) days advance written notice, with or without cause. Such Services provided under a fixed price will be billed on a percentage of completion basis for effort expended up to the receipt of a written notice of termination. Any provision herein for delivery of Product or Services by installment shall not be construed as rendering the obligations of the Seller severable. As an alternate remedy, and in lieu of termination, Sila at its sole discretion may agree to extend the date of delivery, in which case Sila may (a) require delivery by fastest way and charges resulting from the premium transportation must be fully prepaid and absorbed by Seller; and (b) withhold from payment to Seller, as a diminution in value as a result of the late delivery, a late delivery discount of two percent (2%) for each week that delivery is late up to twenty percent (20%) of the PO price. Title and risk of loss for the Products shall transfer from Seller to Sila upon the Products delivery to Sila. In any event, Seller will continue performance of this PO to the extent not terminated.
- 3. Custom Work and License.** Each party retains ownership of its own background intellectual property (and associated intellectual property rights): (a) existing prior to this PO's acceptance; or (b) developed or acquired independently of this PO. If Seller makes modifications to the Products or in the course of providing the Services (or any process related to the Products or Services) specifically for Sila ("Custom Work"), Sila will own such Custom Work. Seller hereby assigns all rights, title, and interest in the Custom Work to Sila and represents and warrants that: (a) the Custom Work was developed through Seller's sole and original efforts and does not infringe the intellectual property or privacy rights of any third party and (b) Seller has no other arrangements that would interfere with assigning all of Seller's interest in the Custom Work to Sila. Seller hereby grants to Sila an irrevocable, non-exclusive, worldwide, perpetual, royalty-free license, with the right to grant sublicenses, to use any of Seller's background intellectual property rights needed to use, modify, repair, produce, obtain from alternate sources, and otherwise commercially exploit the Services or Products or the like (including related systems and components) solely for Sila's own commercial purposes not in competition with Seller.
- 4. Inspection.** All Products and Services furnished hereunder are subject to inspection and approval by Sila following receipt, notwithstanding prior payments therefore, and may be rejected, in whole or in part, by Sila if inferior in quality or workmanship or if not in conformity with the terms, specifications, requirements, or warranties of this PO. If any Products or Services delivered hereunder are determined in good faith discretion to be contaminated, not in compliance with the terms, specifications, requirements, and warranties herein or otherwise applicable, or otherwise unfit for sale, Sila may, at its option, (a) require the Seller to correct at no cost to Sila any defective or nonconforming Products or Services by repair or replacement; or (b) return such defective or nonconforming Products to Seller (as applicable) and recover from Seller the PO price, cost of transportation both ways, labor and other costs of unloading and reloading, trucking and similar costs, including the cost of Services; or (c) correct the defective or nonconforming Products or services and charge Seller with the cost of such correction. The foregoing remedies are in addition to all other remedies at law or in equity or under this PO and shall not be deemed to be exclusive.

5. **Invoice and Payment.** Sila will pay Seller, except for any amounts disputed by Sila, in accordance with the payment terms set forth in the PO following the later of: (a) the Delivery Date; (b) the date of Sila's acceptance of all of the Products and Services; or (c) Sila's receipt of a properly prepared invoice. Unless Sila specifically authorizes in writing, Sila will not pay any overtime, weekend, emergency, or other special pricing. A properly prepared invoice must include the PO number and, if required in the PO, Seller's certification of conformance of the Products and/or Services to the requirements. If payments are made in installments, all applicable sales tax will be included with the last payment. Seller and Sila shall seek to resolve all payment disputes expeditiously and in good faith. Seller shall continue performing its obligations under the PO notwithstanding any such dispute. Without prejudice to any other right or remedy, Sila reserves the right to set off any amount owing to it by Seller against any amount payable by Sila to Seller. Payment of an invoice is not evidence or admission that the Products meet the requirements of the PO.
6. **Change Order.** Before Seller delivers the Products or performs the Services, Sila shall have the right to make changes in the PO (including to the Product and Service) but no additional charge will be allowed unless authorized by Sila in writing. If such change reasonably affects delivery or the price of any Products and/or Services on the PO, Seller shall notify Sila immediately and negotiate an adjustment.
7. **Warranties.** Seller will provide all Products and perform all Services in a professional and workmanlike manner and in accordance with the highest industry standards. As applicable, Seller warrants that all Products and Services will: (a) be of merchantable quality and free from any defects in workmanship, material and design; (b) conform to applicable specifications; (c) be fit for their intended purpose and operate as intended; (d) if the sale be by sample, conform to the sample; (e) be free and clear of all liens, security interests or other encumbrances; (f) not infringe or misappropriate any third party's intellectual property rights; and (g) not incorporate any open source or copyleft materials without Sila's prior written approval of such incorporation and any applicable license terms. These warranties survive any delivery, inspection, acceptance, or payment. 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 Sila's discovery of the noncompliance. Sila's approval of the Seller's material or design shall not relieve Seller of the warranties set forth in these Terms and Conditions, nor shall waiver by Sila of any drawing or specification requirement for one or more of the items constitute a waiver of such requirements for the remaining items to be delivered hereunder unless so stated by Sila in writing. Seller represents to Sila that, either the Products do not contain any hazardous substance or, if they do contain a hazardous substance, all hazardous substances therein are specifically and properly identified on a Material Safety Data Sheet packed with the Product(s); and the Products will not create an environmental hazard when used in accordance with the operating instructions provided to Sila by Seller. As used herein the term "hazardous substance" means any substance that is prohibited or regulated by any law for the protection of human health or the environment or which is at any time designated by any governmental authority to be radioactive, toxic, hazardous or otherwise a danger to health, reproduction or the environment; and the term "environmental hazard" means any contamination of soil, water, or air with, or any exposure of humans or nature to, a hazardous substance in violation of any environmental law or regulation.
8. **Compliance with Laws.** Seller agrees to comply with all applicable laws. Seller represents that all Products and Services furnished under this PO (including as applicable the packaging, labeling, labels and registration thereof) do not infringe any patent, trademark or copyright, do not violate any laws governing unfair competition, unfair business practices or similar rights of others, are not misbranded or adulterated and strictly comply in every respect with all requirements of this PO and with all applicable acts, laws, requirements, rules, regulations and provisions of competent governmental authority (whether federal, state, local or otherwise) and any amendments thereto. Seller further represents that all such Products and Services may be introduced lawfully into interstate and intrastate commerce, and that Seller, to the extent required by law, has registered and is duly licensed to sell and distribute all such Products and Services.
9. **Indemnification.** Seller shall, at Sila's option, indemnify, defend and hold Sila (and its agents, employees, officers and directors) harmless from any and all losses, damages, fines, penalties, costs, and expenses (including reasonable legal fees) arising from third-party claims, demands, assertions of liability or actions, (a) resulting from actual or alleged breaches of this PO, fraud, negligent acts or omissions, or willful misconduct by Seller or Seller's employees, agents, or subcontractors, or (b) arising or alleged to arise, directly or indirectly out of (i) the possession, use, sale, handling, or consumption of any Products or Services, if such possession, use, sale, handling, or consumption is reasonable according to standard industry practice or in accordance with the operating instructions provided by Seller to Sila; (ii) any act, omission or failure to perform the obligations or requirements hereunder of Seller or imposed by law; or (iii) the passive, secondary or concurrent (but not sole) negligence, with respect to the Products or Services sold or delivered hereunder, of Sila (and its agents, employees, officers and directors), made or instituted by any person, group or organization, including employees of Seller or Sila. Sila agrees to notify Seller promptly in writing in the event any such claim, demand, assertion of liability or action, is brought to Sila's attention.
10. **Insurance.** Upon request of and in the form requested by Sila whenever made, Seller shall furnish to Sila evidence of liability insurance with a carrier and in a form acceptable to Sila, specifically recognized and insuring Seller against its contractual liability assumed under these Terms and Conditions.
11. **No Liability.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW: (I) IN NO EVENT SHALL SILA BE LIABLE TO SELLER OR ANY THIRD PARTY, UNDER ANY THEORY OF LIABILITY, FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE; AND (II) IN NO EVENT SHALL SILA'S CUMULATIVE LIABILITY HEREUNDER

EXCEED THE AMOUNT OF THE PURCHASE PRICE STATED ON THIS PO. SELLER ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS PO ARE AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES, AND THAT SILA WOULD NOT HAVE ENTERED INTO THIS PO ON THE TERMS SET FORTH HEREIN WITHOUT SUCH LIMITATIONS OF LIABILITY.

12. **Force Majeure.** Sila shall have the right, without obligation, to countermand or cancel this PO in case of interruption of its business due to acts of God, flood, fire, earthquake, explosion, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, government order, decree or law, embargoes or blockades, actions by governmental authorities, national or specific regional declared emergencies, strikes, labor stoppages or other industrial disputes, epidemic, pandemic in or within the region or area in which work is being performed, and any other similar events beyond the reasonable control of Sila (a "Force Majeure Event").
13. **Severability.** If any provision of this PO, or the application of a provision, is for any reason or in any event found to be invalid or unenforceable, then the remainder of this PO (and the remainder of the provision, to the extent possible) will remain in full force and effect and be interpreted so as best to reasonably effect the intent of the parties.
14. **Governing Law.** This PO shall be governed and construed in accordance with the laws of the State of California, without regard to conflicts of laws rules. Seller agrees that upon Sila's request, all disputes arising hereunder shall be adjudicated in the state and federal courts having jurisdiction over disputes arising in the applicable state or federal court within the State of California, and Seller hereby agrees and consents to the personal jurisdiction of such courts.
15. **Survival.** A completion or cancellation of this PO will not affect any rights and obligations that survive by their nature.
16. **Assignment.** Neither party will assign, subcontract, delegate or otherwise transfer any rights or obligations under this PO without the prior written consent of the other party, except that a party may assign this PO without such consent to its successor in interest by way of merger, acquisition or sale of all or substantially all of its assets. Any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. This PO binds and benefits the parties and their respective permitted successors and assigns.
17. **Taxes.** Unless both parties agree otherwise in writing, each party will be responsible for its own respective taxes as required by law. If Seller is required to charge tax (e.g., state sales tax) or Sila is required to withhold tax, then the required party will give the other party the opportunity to demonstrate (and document) how such charge or withholding may be mitigated (for example, by providing a sales tax exemption certificate).
18. **Confidential Information.** Any non-public information that Seller learns about Sila in connection with this PO, including the PO itself, is "Confidential Information" of Sila. Seller may only use Confidential Information to perform under this PO and may share it only on a need-to-know basis with Seller's employees (and others Sila has previously approved who have signed confidentiality agreements reasonably acceptable to Sila). Sila owns the Confidential Information and Seller must return or destroy it and all copies if Sila requests. If the Confidential Information is protected under the terms of a separate and active confidentiality agreement between Seller and Sila (excluding a visitor non-disclosure agreement to access a Sila site), then such confidentiality agreement (the "NDA") shall apply to this PO. For purposes of the PO: (a) any expiration or termination of the PO will not terminate the NDA; and (b) termination of the NDA will not be deemed effective for the purposes of protecting Confidential Information shared under the PO until termination of the PO has taken effect. Upon termination of the PO, the obligations under this Section 18 and the NDA will survive in accordance with the survival terms of the NDA.
19. **No Publicity or Outreach.** Seller shall not use Sila's name or Sila's logo on any website, social media account or post, advertisement, press release, news article, or publicity campaign without the prior written consent of Sila. Further, Seller agrees that it shall not communicate with Sila's direct customers without Sila's written permission and involvement.
20. **Modifications.** The parties acknowledge that some portion of funding for the Products and Services or other obligations described in this PO may originate in part from the U.S. Government and therefore may be subject to additional mandatory U.S. Federal requirements that will be added to this PO via amendment. No modification of this PO will be effective unless in writing and signed by the parties.