

Standard Purchase Order Terms and Conditions

1. **Terms.** These Standard Purchase Order Terms and Conditions (“Terms”) apply to all purchases of goods and/or services (“Supplies”) identified in a purchase order (“Order”) issued by (i) Luminar Semiconductor Inc, , a wholly owned subsidiary of Luminar Technologies, Inc. (“Luminar”), or (ii) its subsidiaries, including BFE Acquisition Sub II, LLC d/b/a Black Forest Engineering, EM4, LLC, Freedom Photonics LLC, and Optogration, Inc. (Luminar Semiconductor Inc. and each subsidiary shall be defined as “LSI”) to the seller identified on the face of the Order (“Seller”) [whether or not such Order references these Terms or attaches these Terms]. If LSI and Seller have separately negotiated terms and conditions for the Supplies, (“Negotiated Terms”), those Negotiated Terms shall control and supersede this document in full respecting the Supplies. The Effective Date of these terms is the date that Seller accepts the Order pursuant to Section 3 below. If there are no Negotiated Terms, LSI and Seller, each a “Party” or collectively the “Parties” in these Terms, hereby agree as follows:
2. **Order.** The “Order” consists collectively of the following: (i) the terms and conditions on the face of the purchase order, which terms are incorporated herein by reference; (ii) these Terms; and (iii) all other documents specifically incorporated into this Order. Seller agrees to provide the Supplies in accordance with the Order. In the event of conflict, the purchase order shall prevail over the Terms, and the Terms shall prevail over any other documents. The Order is the entire agreement between the Parties respecting the Supplies and supersedes all prior agreements, negotiations, and/or understandings of the Parties respecting the Supplies. No modification of or amendment to this Order, nor any waiver of any rights under this Order, shall be effective unless agreed to in writing and signed by both LSI and Seller. The rights and remedies in the Order are not exclusive and are cumulative with and in addition to all other remedies at law.
3. **Acceptance.** This Order is LSI’s offer to Seller to purchase the Supplies and is not binding until accepted. Seller accepts this Order upon the earlier of its beginning work or performance of the Order or notifying LSI of its acceptance of the Order in writing. LSI may cancel this Order without any liability or cost at any time prior to Seller’s acceptance. The Order is limited to and conditional upon Seller's acceptance of the Terms exclusively. Any additional or different terms contained in any acknowledgment, invoice, online, or other communication proposed by Seller are expressly rejected by LSI.
4. **Price and Payment.** The purchase price is specified in the purchase order and is a firm fixed price for the duration of the Order and is inclusive of all applicable taxes and duties and of all storage, handling, packaging and all other costs of Seller. Payment terms shall be specified in the purchase order. Payment shall be deemed to occur upon transmittal of payment by LSI. All payments shall be in U.S. dollars.
5. **Volume and Duration.** The Order shall be effective upon the date of acceptance of the Order by Seller. Unless the Order states a specific quantity, this Order is a requirements contract. Unless terminated earlier by either Party, the Order shall terminate on the date specified in the purchase order. No modification of or amendment to the termination date shall be effective unless agreed to in writing and signed by both LSI and Seller.
6. **Delivery.** Time is of the essence. The dates, times, quantities, schedules, locations, carriers, and other requirements for delivery of the Supplies (“Delivery Requirements”) shall be specified in the purchase order, and Seller shall make delivery pursuant to the Delivery Requirements. Seller shall immediately notify LSI in writing of delays or proposed adjustments to any Delivery Requirements. LSI reserves the right to terminate this Order in whole or in part if Seller should fail to ship or deliver in accordance with the purchase order or Delivery Requirements. No changes to the Delivery Requirements shall be made unless previously approved in writing by LSI.
7. **Shipping.** Seller shall be responsible for proper and safe packing, packaging, marking, and shipping of the Supplies and for ensuring that the Supplies are shipped in compliance with LSI shipping and labeling requirements which shall be provided to Seller by LSI and attached to the Order.

8. **Inspection.** All Supplies received are subject to inspection, test, and/or acceptance by LSI. Defective Supplies or non-conforming Supplies may be returned at Seller's expense. Payment for Supplies in the Order does not constitute an acceptance of the Supplies and will not limit or affect any rights or remedies of LSI, nor will acceptance remove Seller's responsibility for defective, non-conforming, or non-complying Supplies. If rejected or required to be repaired, Supplies shall be replaced or corrected by and at the expense of Seller as directed by LSI. Any rejected Supplies will be returned to Seller at Seller's expense and risk of loss will pass to Seller upon LSI's delivery to the common carrier.
9. **Changes.** LSI may at any time make changes to the Order which shall be effective when written notice of the change is received by Seller. If any changes affect the cost or schedule or any other portions of the Order, an amendment to the Order shall be made and executed by LSI and Seller in writing which shall reflect any equitable adjustment required to be made as a result of the changes. Seller shall send a written request for equitable adjustment to LSI in writing within seven (7) days from the date Seller received notification of any changes and LSI and Seller shall negotiate any such request in good faith. Seller shall not make changes to specifications, process or material without written approval from LSI. Seller shall notify LSI of all proposed changes and LSI reserves the right to accept or reject any change recommendation.
10. **Termination.** LSI may terminate the Order in whole or in part by written notice (Notice of Termination) for any reason by providing thirty (30) days written notice to Seller. Either Party can terminate the Order for default if the other Party materially breaches any provision of the Order and fails to correct any such breach within thirty (30) days after receiving a notice of termination for default. Termination by LSI shall not relieve Seller of any liability under the Order and Seller may not suspend performance of the Order for any reason. Following delivery of any notice of termination, Seller shall promptly terminate all work under this Order and, at LSI's option and request, Seller shall transfer title and deliver to LSI all finished Supplies completed prior to receipt of the notice of termination and all work in process, and the parts and materials which Seller produced or acquired in accordance with the Order. Seller will also take actions reasonably necessary to protect property in Seller's possession in which LSI has an interest until disposal instructions from LSI have been received. In connection with a termination by LSI for reasons other than Seller's default, LSI shall pay to Seller the price for all conforming Supplies finished by Seller or received by LSI prior to the notice of termination. LSI will have no obligation to pay Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, failure to realize anticipated production volumes, revenues or savings, unabsorbed overhead, interest on claims, product development and engineering costs, tooling, facilities and equipment rearrangement costs or rental, unamortized capital or depreciation costs, or general administrative burden charges from the termination (for any reason) or expiration of the Order. The obligations of Seller to LSI survive termination of the Order.
11. **Warranty.** Seller warrants that the Supplies shall (i) conform to this Order in all respects, including all specifications, drawings, and requirements furnished by Luminar and are fit for use and suitable for LSI's intended purpose; (ii) be free from all defects in design, workmanship, and materials and be of highest quality and workmanship; (iii) conform to all applicable Laws in countries where the Supplies (or goods into which the Supplies are incorporated) are to be sold; (iv) be manufactured in a professional and workmanlike manner, consistent with all standards and specifications agreed on with LSI and otherwise consistent with industry standards; (v) be free from liens and encumbrances of any nature, and (vi) be free from any liability for infringement of, or claim of royalties for, title, patent rights, copyright, trademark, trade secrets or confidential or proprietary intellectual property rights. Seller further warrants that it has a good and transferable title to the Supplies. All warranties of Seller extend to future performance of the Supplies and are not modified, waived or discharged by delivery, inspection, tests, acceptance and payment. LSI's approval of any design, drawing, material, process or specifications will not relieve Seller of these warranties. Seller shall, at LSI's sole option, repair or replace all Supplies not meeting these requirements, or refund LSI the price of any Supplies not meeting these requirements. Seller represents and warrants that its performance of the Order will not in any way conflict with any continuing interests or obligations of Seller or its employees or contractors. The foregoing warranties are in addition to all other warranties, expressed or implied.
12. **Indemnification.** Seller shall defend, indemnify and hold harmless LSI and its affiliates, officers, directors, agents and representatives, customers, and employees from and against any and all claims, suits, losses, penalties, damages, whether actual, punitive, consequential or otherwise, and associated costs and expenses, including attorney's fees, expert's fees, and costs of investigation, and all liabilities that are caused in whole or in part by: (a) any actual or alleged infringement of any title, patent rights, copyright, trademark, trade secrets or confidential or proprietary intellectual property rights, liens, or encumbrances of any nature relating to the Supplies; (b) any actual or threatened breach by Seller of this Agreement; (c) any negligent or intentional act, error or omission by Seller, its employees, officers, agents or representatives in the performance of this Agreement or in connection with the design or manufacture of the Supplies; (d) any defect or non-

conformity in the Supplies or any noncompliance by Seller with any of its representations, warranties or obligations under the Order; (e) or that are for, in the nature of, or that arise under warranty, strict liability or products liability with respect to or in connection with the Supplies, (f) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated costs; (g) tax-related claims; (h) failure to comply with applicable laws.

13. Intellectual Property.

- a. **Definitions.** “**Background IPR**” means any Intellectual Property Rights owned by Seller (i) prior to commencement of any Supplies or receipt of any LSI technology or Proprietary Information, or (ii) independently developed by Seller without any use of any LSI technology or Proprietary Information.
“**Foreground IPR**” means any Intellectual Property Rights developed by Seller in connection with the Supplies or with use of or reference to any LSI technology or Proprietary Information.
“**Intellectual Property Rights**” shall mean all common law and statutory rights anywhere in the world arising under or associated with, patents, patent applications, inventors’ certificates, copyrights, copyright registrations and applications, trademarks, trade names, service marks, trade and industrial secrets and confidential information, and analogous rights.
“**Work Product**” means any developments, discoveries, copyrightable material, inventions, improvements, additions or modifications, whether or not patentable, that are created, derived from, or developed in connection with the Supplies or any LSI or Proprietary Information.
- b. **Ownership.** Upon payment of all expenses and fees due to Seller, all right, title and interest in and to the Work Product and all Foreground IPR with respect thereto, shall be owned exclusively by LSI. Accordingly, Seller agrees to assign and hereby assigns to LSI all of its rights, title in and to any and all Work Product and Foreground IPR. Seller and LSI own and retain all rights, title and interest in and to all Intellectual Property Rights in their respective Background IPR.
- c. **License.** To the extent any of the rights, title and interest in and to such Work Product and Foreground IPR cannot be assigned by Seller to LSI, Seller hereby grants to LSI, its subsidiaries and affiliates, and their respective successors and assigns, and LSI hereby accepts a non-exclusive, royalty-free, transferable, perpetual, irrevocable, worldwide, fully paid up unlimited license (with rights to sublicense through multiple tiers of sub-licensees) under such Work Product and Foreground IPR to use, sell, offer for sale, import, copy, distribute, modify and otherwise exploit the Work Product in any manner whatsoever, which includes, subject to the confidentiality provisions referenced in Section 14, any works of authorship fixed in any tangible medium of expression (including drawings, prints, manuals and specifications) furnished by Seller in the course of Seller’s activity under this Order, to reproduce, distribute and display such works and to prepare derivative works based thereon, subject to the other provisions of this Order. Seller agrees that if in the course of supplying the Supplies, Seller incorporates any Background IPR that is owned or licensable by Seller into any Work Product, Seller hereby grants to LSI a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license under, and to use, such Background IPR for the purpose of using, importing, copying, distributing, or modifying the Work Product for LSI’s business purposes. Seller will ensure that the terms of its contracts with its subcontractors and employees are consistent with the terms of this Section.

14. Confidential Information.

- a. **Confidentiality.** Either Party may be provided or have access to information which is "confidential or proprietary to the other ("Proprietary Information"). Proprietary Information means certain technical and business information, including third party information, related to a Party's business disclosed by one Party ("Discloser") to the other Party ("Recipient"); (i) in documents or other tangible materials clearly marked as confidential, (ii) orally or in any other intangible form, if at the time of first disclosure the Discloser tells the Recipient that the information is confidential, and within 30 calendar days after that first disclosure the Discloser delivers to the Recipient documents or other tangible materials clearly marked as confidential which disclose or describe that information; (iii) which would, under the circumstances, appear to a reasonable person to be confidential or proprietary; or (iv) data learned as a result of visiting Discloser’s facilities. As used herein, "Proprietary Information" may include, without limitation, product/service specifications, designs, ideas, processes, prototypes, computer programs, models, drawings, marketing plans, financial data, and personnel statistics, but excludes information which: (i) is or becomes publicly known by the public through no wrongful act of the Recipient; (ii) is independently developed by or for the Recipient without reference to or aid of any of the Discloser’s Proprietary Information; (iii) is obtained by the Recipient from a third person without breach by such third person of an obligation of confidence with respect to the Proprietary Information disclosed; or (iv) is required to be disclosed by Recipient by operation of law or pursuant to an order of a governmental agency provided that upon receiving an initial demand to disclose, Recipient informs Discloser so that Discloser can seek legal or other relief barring or limiting disclosure.

- b. **Nondisclosure.** Neither Party shall disclose, copy, reproduce, sell or assign any Proprietary Information of the other, either in whole or in part, to any third party without the other Party's prior written consent. Disclosure of the other Party's Proprietary Information to employees shall be on a need-to-know basis for sole use in connection with the provision of supplying the Supplies hereunder. Upon termination of this agreement or upon request at any time, the Recipient shall return to the Discloser, or destroy, all Proprietary Information belonging to the Discloser pursuant to subsection (c) below. Both Parties shall maintain and not alter or remove any trademark, notice of proprietary rights, copyright or other identification, which indicates the other Party's ownership interests in any Proprietary Information. Each Party shall notify the other Party promptly and in writing of any unauthorized knowledge, possession, distribution, or use of the other's Proprietary Information. Any violation or threatened violation of this Section shall entitle the aggrieved Party to injunctive relief in addition to any other legal or equitable rights or remedies.
- c. **Return of Proprietary Information.** Upon completion of the work or upon the written request at any time of either Party, and regardless of any other issues which might be outstanding between the Parties at such time or times, the Recipient shall return within five (5) business days all copies of any Proprietary Information or data received from the Discloser and all derivatives thereof, to the Discloser, or, if so requested by the Discloser, the Recipient shall certify in writing that all copies of any such Proprietary Information or data have been destroyed.
- d. **Use of Proprietary Information.** It is understood and agreed that neither Party will acquire any right, title or interest in or to any of the other Party's Proprietary Information, regardless of its form. The Parties' only legitimate interest in such Proprietary Information shall be in connection with the furtherance of its duties and obligations with respect to the provision of Supplies hereunder. Each Party agrees not to make use of the other Party's Proprietary Information for its sole benefit, or for the benefit of any other party, apart from the business purpose of supplying the Supplies hereunder, or for any other purpose.
- e. **Injunction Against Unauthorized Disclosure of Proprietary Information.** The Recipient acknowledges that if the Recipient fails to comply with any of its obligations hereunder, the Discloser may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Recipient agrees that, in addition to all other remedies provided at law or in equity, the Discloser shall be entitled to injunctive relief hereunder.
- f. **Survival.** The foregoing commitments of each Party in this Section 14 ("Confidential Information") shall survive termination of this agreement for any reason, and shall remain in effect for a period of five (5) years following any termination of this agreement, except that any of Discloser's Proprietary Information qualifying as a trade secret under the relevant law shall be subject to the confidentiality and non-use obligations of this agreement for so long as they are protectable as a trade secret.
- 15. Insurance.** Seller shall be solely responsible for maintaining adequate health, automobile, workers' compensation, unemployment compensation, disability, liability, and other insurance, as is required by law or as is the common practice in Seller's trades or businesses. Seller agrees to furnish to LSI promptly upon request a certificate from its insurance brokers or agent showing that it carries adequate Workers' Compensation, and Comprehensive General Liability insurance coverage, including Contractual Liability insurance applicable to this Order. Seller shall give LSI thirty (30) days prior written notice of any lapse or cancellation of any policy. LSI shall also be shown as an Additional Insured on the Comprehensive General Liability policy reflected on the certificate of insurance if services are to be performed on LSI's premises. If Seller is self-insured for Workers Compensation coverage, it will provide the applicable state certificate establishing such status to LSI upon request. Seller hereby waives all mechanics' liens and claims and agrees that none shall be filed or maintained against LSI's premises on account of any Supplies and shall cause all its subcontractors, materialmen and suppliers (and subcontractors of such parties) to provide similar waivers and agreements in form satisfactory to LSI.
- 16. LIMITATION OF LIABILITY.** LSI'S SOLE LIABILITY UNDER THE ORDER (INCLUDING UPON AND AFTER ITS TERMINATION, EXPIRATION OR CANCELLATION) IS TO PAY FOR THE SUPPLIES THAT CONFORM TO THE TERMS OF THIS ORDER AND ARE ACCEPTED AND TO PAY THE SPECIFIC TERMINATION-RELATED AMOUNTS. IN NO EVENT SHALL LUMINAR BE LIABLE FOR ANY INDIRECT, ANTICIPATED OR LOST PROFITS, INTEREST, PENALTIES OR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, MULTIPLE, OR EXEMPLARY DAMAGES OR LIABILITIES ARISING OUT OF OR IN CONNECTION WITH THIS ORDER, REGARDLESS OF THE NATURE OF SELLER'S CLAIMED INJURY OR THE NATURE OF THE LEGAL CLAIM UNDER WHICH SELLER SEEKS TO RECOVER, AND WHETHER OR NOT LUMINAR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

- 17. Assignment.** Seller shall not assign nor delegate its duties or obligations for the Order without prior written consent from LSI. Any violation to this condition constitutes a material breach of the Order and shall be null and void. Any subcontracting, assignment or delegation does not relieve Seller of any responsibility under this Order.
- 18. Remedies.** If Seller breaches these Terms, the Parties agree that LSI shall have all remedies available by law and in equity. To the extent LSI does not have an adequate remedy at law, LSI is entitled to an immediate order for specific performance of Seller's obligations (including related temporary and preliminary injunctive relief). LSI shall recover actual and reasonable attorney's fees (including the cost of in-house counsel) in any action arising out of this Order, unless Seller is the prevailing party. LSI's rights and remedies shall be cumulative and shall be in addition to any other rights or remedies provided by law. Either Party's failure to insist on the performance by the other Party of any term or failure to exercise any right or remedy reserved in this Order, or either Party's waiver of any breach or default hereunder by the other Party shall not, thereafter, waive any other terms, conditions, rights, remedies, breaches or defaults, whether of the same or a similar type or not.
- 19. Governing Law and Jurisdiction.** The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto shall be governed by, subject to, construed and interpreted in accordance with the laws of the state of Florida without giving effect to principles of conflicts of law. The provisions of the United Nations Convention on the International Sale of Goods shall not apply to this agreement. In any action between the Parties hereto to enforce or interpret the provisions of this agreement, the Parties each agree to submit to the exclusive jurisdiction of the appropriate state and federal courts in Florida and Seller waives all objections to such jurisdiction or argument that such courts are an inconvenient forum.
- 20. International Trade Compliance.** The Parties agree to conduct all operations under the terms of this Order in strict compliance with all applicable import, export, reexport and foreign trade control statutes, laws, regulations, enactments, directives and ordinances of any governmental authority with jurisdiction over such operations then in effect ("International Trade Laws") in connection with the performance of its obligations under this Order. Each Party shall be responsible for obtaining any necessary authorizations required by International Trade Laws applicable to any Party's import, export, reexport or other foreign trade activity in connection with the performance of its obligations under this Order. The transfer of any material from a Party to any of the other Parties shall be conducted in accordance with the Order. Each Party will cause these Terms to be imposed upon any other party from which information, technology, materials or services are procured for this agreement, including any supplier or subcontractor. Upon request, Seller shall provide to LSI appropriate certification stating the country of origin for goods sufficient to satisfy U.S. Customs authorities and any applicable export licensing regulation. If goods are imported, Seller shall be the importer of record. Upon request, Seller shall promptly furnish to LSI all certificates of origin or domestic value-added and all other information relating to the costs and places of origin of the Supplies as may be required by LSI to comply with all applicable laws.
- 21. Compliance with Laws, Standards, Policies, and Hazardous Materials.** Seller agrees to comply with all applicable laws, rules, regulations, ordinances or other requirements of any national, state, provincial, local, multi-national or international body (collectively "Laws") relating to the manufacture, sale, delivery and use of the Supplies. Seller shall conform with all quality control, validation, testing and other standards and inspection systems and participate in LSI's supplier quality and development programs as directed by LSI. Seller agrees to comply with all Laws relating to any hazardous or restricted material applicable to the Supplies, to inform LSI of its use of such materials, and to provide sufficient documents and information (including appropriate labels, containers and packing, and handling, disposal and recycling instructions, material safety data sheets and certificates of analysis) for any such materials.
- 22. Severability.** If one or more provisions of this Order are held to be unlawful, unenforceable, or invalid by a court of competent jurisdiction, then such provision will be enforced to the maximum extent permissible to effect the intent of the Parties. The remainder of the agreement will continue in full force and effect.
- 23. No Publicity.** Except as otherwise required by law or SEC regulation, Seller shall not publicize or disclose the relationship between the Parties, the existence of terms and conditions of this agreement, or any transactions hereunder, without the express, prior written consent of LSI.