

### Electronic Arts Inc. Terms and Conditions for Purchases

These are the terms and conditions ("Terms and Conditions") under which Electronic Arts Inc., a Delaware corporation, its divisions and affiliates (collectively "EA"), offers to purchase goods and/or services from you ("Vendor"), and these Terms and Conditions become a binding contract when accepted by Vendor's written acknowledgement or commencement of performance.

- 1. Delivery, Performance, and Acceptance** - Vendor agrees to deliver goods and/or services to EA in accordance with purchase orders ("Purchase Order") issued from time to time by EA, which Purchase Orders shall be incorporated by reference into, governed by, and made a part of these Terms and Conditions. If these Terms and Conditions are used for an order of services, all references herein to "goods" shall also refer to services, and all provisions shall be construed in a manner to apply to services. Vendor agrees that all dates for delivery of goods and/or services are firm, time is of the essence, and Vendor will complete delivery in strict conformance with the specifications and dates set forth in the applicable Purchase Order. All goods purchased hereunder shall be received by EA subject to final inspection and acceptance by EA, notwithstanding any payments made or any inspections performed at the time of delivery. EA shall indicate final acceptance or rejection to vendor in writing or orally within a reasonable time not to exceed thirty (30) days of delivery. If EA has not indicated acceptance or rejection within such period, EA's acceptance shall be presumed. Such final inspection and acceptance shall not preclude later claims by EA based on latent defects, fraud, gross mistakes or Vendor's warranties. No inspection prior to final inspection and acceptance shall relieve Vendor of its obligations under the applicable Purchase Order. Defective goods or goods otherwise rejected may be returned by EA at Vendor's expense (including transportation both ways) for credit, refund or replacement, at EA's option.
  - 2. Price and Taxes** - The price to be paid by EA shall be the price set forth in the applicable Purchase Order. All prices shall include applicable taxes, shipping charges, and any other miscellaneous charges, unless otherwise indicated as separate items on the applicable invoice submitted by Vendor. Vendor warrants that any unit prices do not exceed the unit prices charged by Vendor to other customers for similar quantities and delivery requirements. Any price decreases by Vendor applicable generally to the goods ordered hereby shall be applied, in full, to reduce the unit price to EA for unshipped goods.
  - 3. Invoices and Payment** - Payment terms shall be as specified in the applicable Purchase Order. Vendor shall render invoices, in duplicate, promptly after providing goods, with each invoice including any applicable documents evidencing shipment (e.g., bill of lading or freight bill), Purchase Order number, product number, descriptions of goods, quantities, unit prices, extended total costs, and other information relevant to the purchase. Each order shall be invoiced separately. At EA's option, title to any special tooling charged to EA shall vest in EA and shall be used only in the performance of orders placed by EA. EA shall pay for goods satisfactorily provided. EA has a right to withhold payment for any amount that is in dispute. EA shall not withhold amounts that are not in dispute. EA may offset amounts owed Vendor any amount Vendor owes EA. Payment by EA of an invoice shall not constitute acceptance of goods described therein, and shall be subject to adjustment for errors, shortages, defects in goods, or other failure of Vendor to comply with the terms of this order.
  - 4. Marking, Packing, and Shipping** - The price set forth in the applicable Purchase Order shall include packaging, marking, and other preparation for shipment in a manner which is in accordance with good commercial practice, acceptable to common carriers for shipment at the lowest rate for the particular goods, in accordance with ICC regulations, and adequate to insure safe arrival at the designated destination. Unless EA otherwise instructs, Vendor shall, at no additional cost to EA, mark all goods with appropriate handling and shipping instructions and with appropriate identification information in a conspicuous and readily accessible location, and include an itemized packing slip with appropriate goods identification, description, Purchase Order number, and date of shipment. Vendor shall ship goods complete to EA's designated site prepaid using a reliable common carrier based on the lowest published price. Shipment shall be made to the F.O.B. point indicated in the Purchase Order, via the shipping method indicated in the Purchase Order. Delivery shall be made on the delivery date indicated in the Purchase Order. No delivery (partial or complete) shall be made prior to the delivery date specified in the Purchase Order without prior written approval of EA. EA shall not be obligated to accept partial shipments. If Vendor does not deliver on the delivery date specified herein, EA may terminate the order in whole or in part without liability to Vendor, unless (1) such delay is due to unforeseeable circumstances beyond Vendor's control and (2) Vendor notifies EA immediately upon becoming aware of any such circumstance. Any early delivery, or delivery in excess of the quantity ordered, may be returned by EA at Vendor's expense, which expense shall include reasonable storage charges while EA arranges for return shipment. EA shall have the right at any time, upon written notice to Vendor, to make changes in (1) time or place of delivery, (2) quantities ordered, or (3) method of shipment. Provided that Vendor makes a written claim, with supporting documentation, for adjustment within ten (10) days of Vendor's receipt of EA's notice of changes, if any such changes shall cause an increase or decrease in Vendor's cost and/or in the time for delivery, equitable adjustments in the price and/or delivery date shall be made, and the applicable Purchase Order will be modified in writing, signed by Vendor and EA, to reflect any such adjustments. Notwithstanding the above, changes shall not excuse Vendor from performing under the applicable purchase as changed by EA.
  - 5. Title and Risk of Loss** - Title and risk of loss shall pass to EA upon its acceptance of the goods.
  - 6. Warranty** - Notwithstanding any inspection or acceptance of, or payment for, goods purchased hereunder, Vendor warrants that: (a) all goods provided to EA shall (1) be free from defects in design, workmanship, materials and manufacture, (2) strictly conform to the specifications, and (3) be of merchantable quality and fit and suitable for the purpose intended by EA; (b) all services will be provided by qualified personnel, performed in a professional manner, and to EA's reasonable satisfaction, and if any services are dependent on the work of others, Vendor shall inspect such work and inform EA of any defects therein prior to commencing such services; (c) all goods are and will remain free of any liens and encumbrances of any kind; (d) Vendor will comply with all applicable laws, statutes, rules, regulations or orders of the United States, including the Executive Orders and Federal Regulations, or of any state or political subdivision thereof, and Vendor will obtain any necessary permits for goods provided; (e) Vendor shall be solely responsible and liable for all acts and omissions of personnel it furnishes to perform work in connection with this Order, and such personnel shall be solely considered employees or agents of Vendor; (f) Vendor has not offered or provided any consideration to EA's employees or agents as an inducement to enter into a transaction; (g) if any goods involve a government-regulated substance, Vendor shall notify EA in writing prior to performance, and after notification, EA has the right to terminate any affected Purchase Order without liability; and (h) Vendor shall cause all services to be performed in conformance with all applicable EA work rules. The foregoing warranties are in addition to all other warranties, whether express or implied. EA's approval of Vendor's samples shall not be construed as a waiver by EA of these warranties. If goods do not meet the warranties set forth herein or otherwise applicable, EA may, at its election, (1) require Vendor to promptly repair or replace the goods at Vendor's expense, (2) return such goods at Vendor's expense, for credit or refund, at EA's election, or
- (3) retain such goods, and negotiate with Vendor for an equitable reduction in the price. The foregoing remedies are in addition to all other remedies at law or in equity or under this order, for damages or otherwise, and shall not be deemed to be exclusive. All warranties shall run to EA, its affiliates, and its customers.
- 1. Termination for Cause** - EA may terminate a Purchase Order, in whole or in part, upon written notice to Vendor if Vendor fails to perform in accordance with the terms thereof or if Vendor becomes insolvent, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, or if a petition in bankruptcy is filed against it. In the event of a termination (in whole or in part) pursuant to this section, EA may procure replacement goods similar to those to be provided hereunder from other sources, and Vendor shall be liable to EA for reasonable costs incurred by EA in excess of the price to be paid under this order for such replaced goods. The foregoing rights and remedies of EA are in addition to any other remedies available at law or in equity or hereunder, and shall not be deemed to be exclusive. Vendor shall continue to perform to the extent that the applicable Purchase Order is not terminated.
  - 2. Termination for Convenience** - EA may at any time terminate this order, in whole or in part, for any reason, by written notice to Vendor. Upon receipt of such notice, Vendor shall terminate work pursuant to the terms of such notice. Upon termination, Vendor may invoice EA for reasonable termination charges consisting of a percentage of the Purchase Order performed prior to termination, minus salvage value of any work terminated. All claims by Vendor for termination charges must be asserted in writing and supported by appropriate documentation, and must be made within sixty (60) days from the date Vendor receives EA's written notice of termination. EA shall have the right to check such claims at any reasonable time by inspecting and auditing the records, facilities, work and materials of Vendor relating to this order. EA's payment of such reasonable termination charges shall be considered a complete and final discharge of any liability as a result of such termination. No termination charges shall apply to goods not specifically manufactured under a Purchase Order if termination occurs at least 30 days prior to the scheduled delivery date.
  - 3. Indemnity** - Vendor shall indemnify, defend, and hold harmless EA and its affiliates, and directors, shareholders, agents, and employees (each of them "Indemnitees"), from and against any fine, penalty, loss, cost, damage, injury, claim, expense, including reasonable attorneys' fees, or liability (individually and collectively "Liabilities"), including, but not limited to, Liabilities associated with (1) injury to or death of any person, (2) damage to, or loss or destruction of, any property; (3) contamination of, or any adverse impact upon, the environment, (4) attachments, liens or claims of materialmen or laborers, (5) breach of a Vendor warranty, (6) actual or alleged infringement of a patent, copyright, trademark, service mark, trade secret, or other legally protected proprietary right, or (7) and breach of any representation, warranty or covenant of Vendor set forth in these Terms and Conditions, where such Liabilities arise out of, result from, or are incurred in connection with acts or omissions in connection with a Purchase Order, except that portion of Liabilities caused by the sole negligence or willful misconduct of EA. Vendor shall keep Indemnitees fully informed of any such defense and afford Indemnitees, at their own expense, an opportunity to participate in the defense or settlement of such Liabilities.
  - 4. Insurance** - In addition to Vendor's obligation to indemnify, Vendor agrees to maintain, at all times during performance of this Order, the following minimum insurance coverage and limits and any additional insurance and/or bonds required by law: (a) Workers' Compensation insurance with benefits afforded under the laws of the state in which services are to be performed and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee; (b) Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations; Fire Legal Liability sub-limits of \$300,000 are required for lease agreements; (c) if use of a motor vehicle is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired, and non-owned vehicles. EA and its affiliated companies will be named as an additional insured on the Commercial General Liability policy. EA requires that companies affording insurance coverage have a B+ VII or better rating, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. A certificate of insurance stating the types of insurance and policy limits provided by the Vendor must be received prior to commencement of any work. If a certificate is not received, Vendor hereby authorizes EA, and EA has the right, but not the duty, to obtain such specified insurance on behalf of Vendor.
  - 5. Limitation of Liability** - Except with respect to Vendor's obligations to indemnify, defend, and hold harmless, neither party shall be liable to the other for special, consequential, incidental, or punitive damages, regardless whether such party has been apprised of such damages and regardless whether such liability arises from breach of contract, a tortious act, or any other theory of liability. In no event shall EA's liability to Vendor exceed the amount due under the Purchase Order which gives rise to Vendor's claims.
  - 6. Confidentiality** - All EA property and information of any kind furnished by EA to Vendor for use in the performance of any Purchase Order, or otherwise obtained by Vendor, shall remain the property of EA and shall be returned by Vendor to EA on request. All such property will be held by Vendor in strict confidence at all times and will not be used by Vendor or disclosed to any other person or entity except as required for performance of the Purchase Order, without EA's prior written approval. Vendor shall use the same measures to protect EA's property and information that it takes with its own property and information of like kind, but in no event less than reasonable measures, to prevent disclosure and unauthorized use. Vendor shall not make any press releases or public statements regarding the terms or existence of its relationship with EA, nor use EA's name, logos, or other intellectual property in any way, without EA's prior written approval. Vendor acknowledges that EA's property and information are unique and valuable, and that disclosure in breach of these Terms and Conditions will result in irreparable injury to EA for which monetary damages alone would not be an adequate remedy. Therefore, Vendor agrees that in the event of a breach of this section, EA shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.
  - 7. Miscellaneous Terms** - The parties agree that: (a) EA provides no license or right under any EA property, patent, copyright, service or trademark; (b) Vendor will maintain complete records relating to performance of any Purchase Order in accordance with Generally Accepted Accounting Principles and Vendor will provide such records to EA in order to permit EA to audit them to ensure Vendor's performance under the applicable Purchase Order; (c) Vendor will not assign or delegate its rights or duties without EA's prior written approval; (d) EA may complete any Vendor work if Vendor is in default under a Purchase Order; (e) any remedy specified in this Order is in addition to any remedy the contract parties are entitled in law or equity; (f) the invalidity or unenforceability in whole or in part of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision; (g) the failure of EA at any time to enforce any provision or elect any option hereunder shall not be construed as a waiver of any such provision or option or the right thereafter to enforce any such provision or elect any such option; (h) any modifications to these Terms and Conditions of any Purchase Order thereunder shall be in writing, signed by an authorized representative of the party against whom such modification is to be enforced; (i) except as otherwise indicated herein, all notices hereunder shall be given in writing either by personal delivery or by certified mail to the address for each party provided herein or such other address as each party may provide to the other in accordance with this section, and shall be effective upon receipt; (j) EA and Vendor are independent contractors, and nothing herein will be deemed to place the parties in the relationship of employer-employee, principal-agent, partners or joint venturers; (k) headings are provided for reference only, and shall not be considered in interpreting this order. (l) in the event of any legal action instituted in connection with this order, the prevailing party shall be entitled to recover its attorneys' fees from the other party; and (m) any term which by its nature is intended to survive expiration, termination or cancellation, shall so survive.
  - 8. Governing Law** - These Terms and Conditions and any Purchase Order thereunder is Order shall be construed in accordance with the internal laws of the State of California without reference to its conflict of laws principles, and for purposes of applying its Uniform Commercial Code, "services" shall be deemed to be "goods." Any dispute arising under these Terms and Conditions and any Purchase Order thereunder shall be resolved in the state or federal courts located in the Northern District of California, and EA and Vendor expressly consent to jurisdiction therein.
  - 9. Entire Agreement** - The terms contained herein and the Purchase Order incorporated hereto (collectively, the "Agreement") constitutes the entire integrated agreement between Vendor and EA and supersedes all prior oral and written discussions, agreements (except as provided below), and understandings of the parties, if any, with respect hereto. Unless specifically referenced in a Purchase Order, none of Vendor's terms and conditions, appearing on any acknowledgement, sales order or otherwise, shall apply to goods supplied under this Agreement, even if agreed to in writing by EA. Notwithstanding the foregoing, this Agreement will not supersede or take the place of any written agreement which is negotiated and signed by authorized representatives of both parties and covers the same subject matter as this Agreement. Furthermore, this Agreement may not be added to, modified, superseded or otherwise altered except by a written instrument negotiated and signed by an authorized representative of both parties.