

## HARMAN ELECTRONIC DATA INTERCHANGE POLICY

This Electronic Data Interchange Policy (“Policy”) shall govern the conduct of Harman International Industries, Inc. (“Harman”) and any supplier (“Supplier”) subject to the terms herein. Harman and Supplier are also referred to individually as a “Party” and collectively, the “Parties.”

### RECITALS

Harman and Supplier are parties to a supply relationship in which Supplier sells, and Harman purchases, certain products, as defined in the governing contract documents. With respect to that relationship, Harman and Supplier desire to facilitate their commercial transactions via Electronic Data Interchange (“EDI”). To that end, the Parties agree to the terms set forth herein.

### SECTION 1. PREREQUISITES

#### 1.1 DOCUMENTS; STANDARDS

(a) Each Party may electronically transmit to or receive from the other Party any of the transaction sets listed in **Exhibit A** attached hereto in addition to transaction sets which the Parties by written agreement add to **Exhibit A** (collectively “Documents”). Any electronic transmission of data which is not a Document shall have no force or effect upon the receiving Party unless the Parties have agreed otherwise. All Documents shall be time-stamped and transmitted in accordance with the standards set forth in **Exhibit A**, and any applicable published industry guidelines.

(b) Any Document transmitted pursuant to this Policy shall be considered a "writing" or "in writing," and any such Document shall be deemed to have been "signed" and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

(c) Nothing in this Policy precludes Supplier and Harman from entering into contracts by exchanging paper documents.

#### 1.2 THIRD-PARTY SERVICE PROVIDERS

Documents may be transmitted through a third-party service provider (“Provider”). Either Party may change its Provider upon thirty (30) days written notice to the other Party.

#### 1.3 SYSTEM OPERATIONS

Each Party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive Documents.

## 1.4 SECURITY PROCEDURES

Each Party agrees to safeguard electronic data from tampering, unauthorized access and disclosure. This protection extends beyond the transactions themselves and covers any files or databases that contain the information conveyed via EDI. The Parties will also maintain the confidentiality of passwords and other codes that may be required for accessing this information. Neither Party may release any information to a third party that may be considered proprietary information without the written approval of the other Party.

## 1.5 SIGNATURES

Each Party shall adopt an electronic signature, which shall be affixed to or contained in each message transmitted by such Party. Each Party agrees that its electronic signature shall be deemed legally sufficient to demonstrate that Party's authorization of the message.

## **SECTION 2. TRANSMISSIONS**

### 2.1 PROPER RECEIPT

Documents shall not be deemed to have been properly received, and no Document shall give rise to any obligation, until accessible to the receiving Party at such Party's computer designated in **Exhibit A** and in accordance with Section 2.3 and 2.4.

### 2.2 ACCEPTANCE

Any Document which has been transmitted shall not give rise to any obligation unless and until the sending Party has received in return a Document indicating acceptance.

### 2.3 GARBLED TRANSMISSIONS

Any Party that receives an unintelligible Document will promptly notify the sending Party (if identifiable from the received Document). The sending Party will promptly re-transmit any such Document if necessary, or take other steps as necessary to remediate the issue. If the sending Party is identifiable from the Document but the receiving Party failed to give notice that the Document is unintelligible, the records of the sending Party will govern.

### 2.4 COSTS

(a) The Parties agree that each will pay its respective costs incurred under this Policy, including but not limited to minimum use charges and connect time. new comment - EA

(b) Each Party agrees that any costs resulting directly from a breach or non-compliance with this Policy shall be borne by the Party responsible for such breach or non-compliance.

## 2.5 RETENTION OF FILES

Each Party will retain a record of EDI transactions to, at minimum, the extent required by contract or applicable laws or policies (whichever is longer).

## **SECTION 3. TERM AND MISCELLANEOUS PROVISIONS**

### 3.1 TERM

This Policy shall commence on the Effective Date and shall remain in effect so long as the Parties' supply relationship continues. Notwithstanding, either Party may terminate this Policy upon sixty (60) days' written notice.

### 3.2 CONSTRUCTION WITH OTHER DOCUMENTS

(a) All other aspects of the Parties' existing relationship remain in full force and effect, including but not limited to governing law, venue, jurisdiction, confidentiality, and compliance with all applicable laws, regulations, and similar directives. In the event of a conflict between a term of this Policy and any other document signed by the Parties, the terms of this Policy shall control as to the Parties' rights and obligations concerning EDI.

### 3.3 SEVERABILITY; ENTIRE AGREEMENT; MODIFICATIONS

(a) Any provision of this Policy that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Policy or affecting the validity of enforceability of such remaining provisions.

(b) This Policy contains the entire agreement between the Parties with respect to the Parties' rights and obligations relating to EDI, and supersedes all prior or contemporaneous communications, representations or agreements between the Parties, whether verbal or written, including any printed terms and conditions which may appear on either Party's purchase orders, releases, invoices or other forms, to the extent those terms are different from or inconsistent with this Policy.

(c) Harman may amend this Policy from time to time, as reasonably necessitated by technical or operational changes.

**EXHIBIT A**

All Documents contemplated by this Policy shall be transmitted and formatted in accordance with the American National Standard Institute Business Data Interchange (ANSI.X12) Standard or EDIFACT standard (as applicable), as reflected in the number, version, and release columns set forth below beside each such Document.

The following constitute Documents for purposes of this Policy. This list may be amended directly, or the Parties may otherwise agree (mutually and in writing) that additional documents are included and effective for purposes of this Policy.

<b><u>DOCUMENTS</u></b>	<b><u>MESSAGE TYPE (and standard, if applicable)</u></b>			
	<b><u>ANSI X12</u></b>		<b><u>EDIFACT</u></b>	
	<b><u>MSG</u></b>	<b><u>RELEASE</u></b>	<b><u>MSG</u></b>	<b><u>RELEASE</u></b>
Functional Acknowledgement	997	004010	CONTRL	V92.1 or higher
Exception Notice	824	004010	TBD	V92.1 or higher
Payment Order/Remittance Advice	820	004010	REMADV	V92.1 or higher
Planning Schedule (With or Without) Release Capability (“Forecast”)	830	004010	DELFOR	V92.1 or higher
Purchase Order	850	004010	ORDERS	V92.1 or higher
Purchase Order Change	860	004010	ORDCHG	V92.1 or higher
Shipping Schedule	862	004010	DELJIT	V92.1 or higher
Inventory Inquiry/Advice	846	004010	INVRPT	V92.1 or higher
Functional Acknowledgement	997	004010	CONTRL	V92.1 or higher
Invoice	810	004010	INVOIC	V92.1 or higher
Purchase Order Acknowledgment	855	004010	ORDRSP	V92.1 or higher
Ship Notice/Manifest	856	004010	DESADV	V92.1 or higher
Purchase Order Change Acknowledgment	865	004010	ORDRSP	V92.1 or higher
Inventory Inquiry/Advice	846	004010	INVRPT	V92.1 or higher