

NI Addendum to the Emerson Terms and Conditions to Purchase Order
Effective as of October 11, 2023

1. **SCOPE.** The additional terms and conditions detailed herein (“NI Terms”) shall supplement the Emerson Terms and Conditions to Purchase Order (“Emerson Terms”) and apply to Buyer’s purchase of Products and/or Services from Seller. “Buyer” or “NI” means the Buyer entity identified on the Order, or in the absence of an identified Buyer entity, then National Instruments Corporation, a Delaware corporation with headquarters at 11500 North Mopac Expressway, Austin, Texas 78759-3504, U.S.A. “Seller” or “You” means any individual, company or other entity that is to perform, or provide Products and/or Services under the Order issued by Buyer to You. By performing the Order for NI, Seller agrees to be bound by the NI Terms and the Emerson Terms. In the event of a conflict between the terms of an Order, the Emerson Terms, and the NI Terms, the following order of precedence shall apply: (1) terms of the Order, (2) the NI Terms, and (3) the Emerson Terms. Capitalized terms used herein shall have the respective meanings assigned to them in the Emerson Terms, unless otherwise defined herein.
2. **SERVICES.** If an Order covers the provision of Services to Buyer, the provisions of Schedule 1 to these NI Terms shall govern the Order in addition to the rest of the NI Terms.
3. **ADDITION TO SECTION 2 OF EMERSON TERMS: REMEDIES FOR NON-CONFORMING PRODUCTS.** Buyer further reserves the right to either: (a) correct any non-conforming Products at Seller’s expense in particularly urgent cases or if time is of the essence, OR (b) require Seller to correct non-conforming Products by giving Seller written notice specifying the nature of such nonconforming Products. Seller shall correct, replace, or improve such non-conforming Products at their expense to Buyer’s reasonable satisfaction and approval within fifteen (15) days after Seller’s receipt of notice thereof. In the event that Seller fails or is unable to correct such non-conforming Products within the applicable time period, Buyer may immediately terminate this Order upon written notice to Seller.
4. **ADDITION TO SECTION 4 OF EMERSON TERMS: PRICES; ORDER CONFIRMATION & ACCEPTANCE; INVOICING.** The price paid by Buyer for the Products shall be stated on the face of this Order. If Seller is not in full agreement with the price and payment terms indicated herein, Seller will notify Buyer in writing before proceeding with this Order. Seller will give Buyer benefit of any price reduction made by Seller during the time period of this Order, such reduction to apply on quantities undelivered as of the date of such reduction. Order confirmations must be sent back within two (2) business days from issuance of the Order from Buyer. Any of the following acts constitutes Seller’s acceptance of the terms and conditions of this Order: (i) Seller’s initiation of performance under this Order, (ii) Seller’s acceptance of any payment by Buyer hereunder or (iii) Seller’s failure to partially or fully reject such Order within two (2) business days of the issuance of an Order. Buyer in its sole discretion and with no obligation to compensate Seller may revoke the Order prior to the confirmation of Seller. A separate invoice shall be issued for each shipment and all invoices must show net or cash discount terms. Buyer’s Order number and part number (if applicable) must be plainly marked on all invoices, packages, packing slips included with material, shipping documents, and correspondence. Products on this Order must not be billed with those on other orders. Unless otherwise specified in the Order, no invoice shall be issued prior to shipment of Products and no payment will be made prior to receipt and acceptance of Products and correct invoice. Unless freight and other charges, where applicable, are itemized, discount will be taken on full amount of invoice. Buyer reserves the right to reject any invoice that fails to meet the requirements above; in such event Seller shall immediately upon Buyer’s notice cancel the rejected invoice and issue a conforming new invoice with the same payment terms.
5. **NEW SECTION 4A OF EMERSON TERMS: BLANKET PURCHASE ORDER.** Quantities of Products listed on a Blanket Purchase Order (long term supply commitment between Seller and Buyer to supply Products or Services at a fixed price regularly for a certain amount of time) are non-binding estimates only. As such, they are not a commitment by Buyer to purchase and are subject to change. A Blanket Purchase Order (“BPO”) is only created to support an automated release process (“BPO Release”). Shipments against a BPO are only authorized through an actual BPO Release originating from Buyer. Only a BPO Release shall constitute an offer by Buyer to buy from Seller, in accordance with these terms and conditions, the quantities of Products listed therein.
6. **ADDITION TO SECTION 5 OF EMERSON TERMS: SECURITY NOTIFICATIONS.** Seller shall notify Buyer in writing of any security defects in the Products (including in any software, code or firmware included in the Products or provided by Seller for use with the Products) discovered by, or reported to, Seller, within fourteen (14) calendar days from the date of discovery.
7. **NEW SECTION 5A OF EMERSON TERMS: PRODUCTS PROCURED FOR RESALE.** Should the Order indicate that Buyer procures the Products for resale, Seller acknowledges and agrees that Buyer may pass on to the ultimate buyer (the end-user) of the Products the support, warranty, indemnity, and all rights eventually stemming from breach of contract. As a result of the foregoing the end-user of the Products shall have the right to directly request warranty, repair and support from Seller and claim remedies from Seller in connection with the Products.
8. **ADDITION TO SECTION 6 OF EMERSON TERMS: REPRESENTATIONS; ANTI-CORRUPTION/ANTI-BRIBERY ACTIONS; EXPORT AND IMPORT LAWS.** Seller represents and warrants that, to Seller’s knowledge, the Products (including any software, code or firmware included in the Products or provided by Seller for use with the Products) do not contain or generate any (1) programs, software or code which is subject to a license that requires, or purports to require, as a condition of use, modification, or distribution, that (A) the code that is or could become subject to the license be disclosed or distributed in source code form, or (B) others have the right to modify or create derivative works of the code that is or could become subject to the license, or (2) computer “viruses,” “worms,” “trap doors” or other programs, software, information, instructions, code or commands designed or likely to cause damage to, or enable or facilitate unauthorized access to, software, data, or files. Seller further agrees (i) to comply with all applicable anti-corruption, anti-money laundering and anti-terrorism laws, (ii) not to pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person for the purpose of illegally or improperly inducing a decision or obtaining or retaining business in connection with this Order and shall practice zero-tolerance against bribes, kickbacks, extortion, or facilitation payments of any kind, and (iii) to fully comply with all applicable export, re-export, and import laws, regulations, orders and policies. Seller will secure all necessary government clearances, licenses, authorizations, and exemptions, and it will make all required filings and disclosures related to the transfer of the Products hereunder. Seller warrants and agrees that the Products sold to Buyer under this Order are not subject to Anti-Dumping Duty (ADD) or Countervailing Duty (CVD) actions, and Seller will promptly notify Buyer in writing if Seller becomes aware of any such actions. Seller must provide Buyer with export control information, the country of origin and export classification codes for Products supplied pursuant to this Order on a timely basis, the information of which must be sufficient to satisfy applicable trade preferential agreements and customs agreements.

9. **NEW SECTION 6A OF EMERSON TERMS: US GOVERNMENT CONTRACTS.** If this Order relates to the performance of a U.S. Government prime contract or subcontract, the Federal Acquisition Regulations, Defense Federal Acquisition Regulation Supplements and other regulations referenced below in effect on the date of this Order, and any additional Federal Acquisition Regulations, Defense Federal Acquisition Regulation Supplements included in Buyer's higher-tier prime contract or subcontract ("U.S. Government Procurement Regulations") are incorporated herein by reference to the extent applicable. Where applicable, the terms "government," "Contracting Officer", and similar terms in clauses below shall mean Buyer and the term "Contractor" and similar terms shall mean Seller. The U.S. Government Procurement Regulations will apply to Seller as though Seller were a prime contractor, and in such manner as will enable Buyer to meet its obligations arising out of its higher-tier prime contract or subcontract.
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct
 - (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
 - (iii) 52.204-21, Basic Safeguarding of Covered Contractor information Systems
 - (iv) 52.204-23, Prohibition on Contracting for Hardware, Software and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
 - (v) 52.204-25, Prohibition on Contracting for Certain Telecommunications, and Video Surveillance Services or Equipment.
 - (vi) 52.204-27, Prohibition on a ByteDance Covered Application
 - (vii) 52.219-8, Utilization of Small Business Concerns
 - (viii) 52.222-21, Prohibition of Segregated Facilities
 - (ix) 52.222-26, Equal Opportunity
 - (x) 52.222-35, Equal Opportunity for Veterans
 - (xi) 52.222-36, Affirmative Action for Workers with Disabilities
 - (xii) 52.222-37, Employment Reports on Veterans
 - (xiii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act
 - (xiv) 52.222-41, Service Contract Labor Standards
 - (xv) 52.222-50, Combating Trafficking in Persons
 - (xvi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements
 - (xvii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements
 - (xviii) 52.222-54, Employment Eligibility Verification
 - (xix) 52.222-55, Minimum Wages Under Executive Order 13658
 - (xx) 52.222-62, Paid Sick Leave Under Executive Order 13706
 - (xxi) 52.224-3, Privacy Training
 - (xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors
 - (xxiii) 52.244-6, Subcontracts for Commercial Products and Commercial Services
 - (xxiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels
 - (xxv) 252.204-7000, Disclosure of Information
 - (xxvi) 252.204-7015, Notice of Authorized Disclosure of Information for Litigation Support
 - (xxvii) 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services
 - (xxviii) 252.223-7008, Prohibition on Hexavalent Chromium
 - (xxix) 252.227-7015, Technical Data - Commercial Items
 - (xxx) 252.244-7000, Subcontracts for Commercial Items
 - (xxxi) 252.246-7007, Contractor Counterfeit Electronic Part Detection and Avoidance System
 - (xxxii) 252.246-7008, Sources of Electronic Parts
 - (xxxiii) 252.247-7023 Transportation of Supplies by Sea

Seller certifies that it will provide only goods and/or services that meet the definition of "commercial products", "commercial services" or "commercial-off-the shelf" ("COTS") as that term is defined in Federal Acquisition Regulation ("FAR") Subpart 2.101. If requested by Buyer, Seller shall provide sufficient documentation to support such certification. Further, Seller certifies that it has not been declared ineligible to contract with the U.S. Government. Seller shall notify Buyer if it becomes ineligible to contract with the U.S. Government. Such ineligibility may be considered a material breach of contract and grounds for termination for cause.

10. **ADDITION TO SECTION 7 OF EMERSON TERMS: RBA REQUIREMENTS.** Further, Buyer expects the Seller to conform to (i) Buyer's Human Rights Policy (a copy of which shall be provided to the Seller upon written request), and (ii) the labor, health and safety, environmental, and ethics standards of the most current version of the Responsible Business Alliance (formerly known as the Electronic Industry Citizenship Coalition (EICC)) Code of Conduct. Seller warrants that it has established an effective program to ensure that the activities of any suppliers it utilizes to provide any products or services that will be incorporated into the Products or Services supplied under this Order will be conducted in conformance with this Section.
11. **ADDITION TO SECTION 13 OF EMERSON TERMS.** In addition, Seller shall, if directed by Buyer, cease work and deliver to Buyer all completed and partially completed Products, articles or materials and works in progress, and Buyer shall pay Seller the following: (a) the price stipulated in this Order for all Products which have been completed and accepted by Buyer prior to such termination, and (b) actual expenditures for materials and works in progress incurred by Seller and as pre-approved by Buyer in writing in connection with the uncompleted portion of this Order.
12. **ADDITION TO SECTION 18 OF EMERSON TERMS: CHANGES.** If Seller fails to comply with this Section 18, it shall reimburse Buyer for all costs arising from the removal, repair, replacement, reinstallation of parts or products, the inspection costs, cost of employees (including any applicable overtime), and any increased shipping charges associated with such removal, repair, replacement or reinstallation.
13. **ADDITION TO SECTION 19 OF EMERSON TERMS: ENVIRONMENTAL PRODUCT FEE (APPLICABLE TO HUNGARY); RETENTION PERIOD.** (i) Should Seller be liable for the payment of the environmental product fee in respect of the Products sold to Buyer under this Order under the applicable Hungarian regulations, Seller shall fully comply with all of its obligations existing under the applicable environmental product fee regulations. Upon Buyer's request, Seller shall promptly provide Buyer with access to reasonable information and records evidencing Seller's compliance with its obligations under the applicable environmental product fee regulations. (ii) Seller agrees to

retain records evidencing the compliance of the Products with all applicable laws for the required duration (as prescribed by the applicable laws) after the last supply of the Products.

14. **ADDITION TO SECTION 21 OF EMERSON TERMS: AEO PROGRAM REQUIREMENTS.** Where Seller is involved in the international supply chain, Seller undertakes to ensure that its supply chain security procedures and their implementation are in accordance with the criteria set forth by the Authorized Economic Operator ("AEO") program of the European Union or are comparable to or exceed the AEO program requirements. Seller's compliance includes, but is not limited to, AEO program prescribed inspection methods prior to loading the transport conveyance; maintaining secure control over its loaded and empty transport conveyances; controlling and applying certified high security seals for securing transport conveyance doors; and ensuring that its business partners are observing the criteria set forth by the AEO program. Seller may only employ reliable employees in the course of this Order. Additionally, Seller shall promptly provide security declaration upon request including security measures implemented by Seller with respect to the Products provided to Buyer hereunder.
15. **AMENDMENT TO SECTION 22 OF EMERSON TERMS: CHOICE OF LAW; VENUE.** This Order, if formed and fully performed within the United States, shall be governed by the laws of the State of Texas, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this Order shall be filed in the Circuit Court of Austin, Texas, and in no other place; provided that, in Buyer's sole discretion, such action may be heard in some other place designated by Buyer (if necessary to acquire jurisdiction over third persons) so that disputes can be resolved in one action. For Orders formed and performed outside of the United States, the validity, performance, and construction of such Order shall be governed by the laws of the country of the Buyer entity identified on the Order. The parties shall submit to the personal jurisdiction of the courts in the country of the Buyer entity identified on the Order. Notwithstanding the foregoing, the following mechanism for dispute resolution shall apply when the Buyer entity is located in China. In the event a dispute arises between the parties in connection with the interpretation or implementation of this Order (other than in connection with the rights and obligations set forth in the section above on Confidential Information or in connection with the rights, obligations and remedies set forth in an exhibit or section on tooling), they shall endeavor in the first instance to reach a settlement of the dispute through friendly consultations. If no mutually acceptable settlement of the dispute is reached within sixty (60) days after one party notifies the others of a dispute, then either party may submit the dispute to Shanghai International Economic and Trade Arbitration Commission (the "Commission") for arbitration in Shanghai, China. The arbitration shall be conducted in accordance with the arbitration rules of the Commission, as applicable, in effect on the date of the signing of this Order except to the extent such rules are inconsistent with the provisions set forth herein. There shall be three arbitrators appointed in conformity with such rules; provided, however, that to the extent the rules deviate in any way from the provisions set forth below, the following provisions shall control: (i) each party shall be entitled to appoint one arbitrator, and the third arbitrator shall be appointed by the Commission, as applicable, and shall serve as the chairman of the arbitration tribunal; (ii) all procedures in any such arbitration shall be conducted in English and Chinese and a daily transcript in English and Chinese of such proceedings shall be prepared; (iii) all arbitrators shall be attorneys qualified to practice law and fluent in English and Chinese; (iv) any award shall be rendered in English and Chinese; and (v) the arbitrators shall decide in their award the allocation of costs, including the arbitrators' fees, expenses for translators and translations required in connection with the arbitration and all other costs to which the dispute may give rise. The award of the arbitrators shall be final and without appeal. When any dispute occurs and when any dispute is under arbitration, except for the matters under arbitration, the parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Order. In any arbitration proceeding, any legal proceeding to enforce any arbitration award, any remedy set forth in an exhibit or section on tooling and in any legal action between the parties pursuant to or relating to this Order, each party expressly waives the defense of sovereign immunity and any other defense based on the fact or allegation that it is an agency or instrumentality of a sovereign state. If this Order is written both in English and Chinese, then in the event of any inconsistency or conflict between the English and Chinese versions, the English version shall prevail.
16. **NEW SECTION 29 OF EMERSON TERMS: AUDIT.** Buyer and/or its authorized representatives shall have the right, during Seller's regular business hours, (a) to inspect, audit, and/or copy any records (including, but not limited to, receipts, vouchers, orders, invoices, timesheets, sales tax payment records, memorandum, and/or any other documentation) pertaining to Seller's (and/or its agents' and subcontractors') performance of this Order; (b) to inspect and audit Seller's operations where applicable and ask for a copy of applicable records pertaining to Seller's provision of Products or Services hereunder. Buyer shall use all reasonable efforts to conclude any such audit within five (5) business days of the date commenced. Buyer shall bear the costs of any such inspection and audit, unless such audit reveals Seller's material failure to comply with the provisions of this Order, in which event Seller shall bear the reasonable and actual costs thereof.
17. **NEW SECTION 30 OF EMERSON TERMS: REPORTING TO THE HUNGARIAN ELECTRONIC PUBLIC ROAD TRADE CONTROL SYSTEM** (Applicable only to shipments from a European Union Member State to Hungary). Seller shall notify Buyer one (1) working day prior to the shipment of the Products to Buyer by sending the completed EKAER Shipment Report Form (Form to be provided by Buyer) via e-mail. Seller shall not dispatch the shipment of the Products prior to receipt of Buyer's approval. Buyer shall notify Seller whether the consignment is subject to reporting to EKAER or not. Should the consignment be exempted from reporting to EKAER, Seller may dispatch the shipment of the Products ordered; however, Seller shall attach a copy of the EKAER Shipment Report Form to the shipping documentation. If the consignment is required to be reported to the EKAER, Seller shall (a) wait until Buyer provides Seller with the acquired EKAER number, (b) print out the EKAER number communicated by Buyer and attach it to the shipping documentation of the Products, (c) notify the carrier and Buyer that the Products may be loaded, and (d) dispatch the shipment of the Products only after all the foregoing steps are completed.
18. **NEW SECTION 31 OF EMERSON TERMS: NOTICES; COMPLIANCE TO TERMS; WAIVER.** Any notices required or permitted to be given pursuant to this Order will be given in writing and sent by registered or certified mail, return receipt requested, or by a reputable express courier service providing a delivery receipt. To be effective, notices to Buyer must be delivered to both Buyer's headquarters address and to the address of the Buyer entity identified on this Order, and notices to Seller may be delivered to any address that Buyer has for Seller unless Seller has given notice to Buyer as described above of another address that Buyer must use for notices to Seller, in which case notices to Seller must be delivered to such address. Whenever a notice or request is required to be given at or prior to a particular time, such notice or request must be actually received by the party to whom it is requested to be given. Buyer may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of business. No waiver by Buyer of a breach by Seller hereunder shall constitute a continuing waiver of such breach.

SCHEDULE 1 – TERMS AND CONDITIONS FOR PURCHASE OF SERVICES

1. SCOPE OF THIS SCHEDULE. The provisions of this Schedule 1 shall supplement the provisions of the NI Terms when the subject matter of the Order is purchasing of Services.

2. STANDARD OF SERVICES. Seller warrants and represents to Buyer that any Services performed by Seller (a) shall be performed with all due speed, care, skill and diligence; and (b) shall be carried out in accordance with the Order, and the highest standards prevailing in Seller's industry. Seller shall ensure that all of its personnel are suitably qualified to perform the Services and that all necessary licenses, work permits or other authorizations have been obtained. If any materials which are required by Seller for the provision of the Services are not delivered fully in accordance with any stipulations in the Order, Seller shall immediately effect correct delivery and shall be responsible for any additional costs and expenses incurred by the parties in so doing. The price on the Order includes payment in full for all facilities and resources required by Seller to provide the Services in accordance with the Order. Any facilities or resources needed or used by Seller to perform the Services shall be provided by Seller without additional cost to Buyer.

3. COMMENCEMENT AND DURATION. Seller shall provide the Services supplied under the Order to Buyer for the period specified in the Order. If the Order provides for performance of the Services in milestones or phases, Seller undertakes to perform the Services in strict compliance with the timetable as provided in the Order.

4. CO-OPERATION. Should the Services be carried out at Buyer's facility, Seller shall consult with other contractors providing services within the vicinity of the area in which the work is being undertaken and shall ensure that the performance of the work does not hinder or impede Buyer's operations and the provision of other services by any other contractors. In case of disputes in this respect between Seller and any other contractor, or if Buyer objects to an arrangement made between Seller and another such contractor, Buyer's decision in this respect shall be conclusive and binding on Seller.

5. EMPLOYMENT OF PERSONS. Buyer shall be entitled if it so requires to have suitable certificates of competence from Seller for any person employed or engaged in connection with the Services. Buyer shall be at liberty to object to any person involved in the performance of the Services, who shall in the opinion of Buyer, demonstrate incompetent or negligent behavior or fail to comply with any law, works rule, procedure or policy, site condition, license or consent. Seller shall remove, or procure the removal of, that person from the provision of the Services and/or any facilities of Buyer as requested by Buyer and such person shall not be again involved in the provision of the Services without the written permission of Buyer. Any removal or withdrawal of labor under this Section 5 shall not constitute a valid reason for Seller's failure to complete the Services in accordance with the Order. Seller shall not be entitled to claim any extra payment or an extension of time for completing the Services by reason of any delay or increased cost to him through any failure or inability on the part of Seller to obtain sufficient suitable labor at the times required to comply with the Order or as a result of any action taken by Buyer under this Section 5.

6. SITE CONDITIONS. Unless otherwise agreed between the parties, Seller shall, at his own expense, provide all labor, equipment, and other materials necessary for the proper execution of the Services. Seller shall be permitted to use for the execution of the Services those supplies of electricity, water, gas and any other services as may be from time to time made available to Seller for that purpose at Buyer's facility. Seller shall at his own expense provide any apparatus (including pipes, cables etc.) necessary for utilizing these supplies and shall be responsible for any loss or damage to persons or property caused by his use of these supplies.

7. DELIVERABLES. Deliverable shall mean any data, report, drawing, specification, design, invention, plan, program, document, source code, object code, work product and/or other material produced by or to be produced by or acquired by or to be acquired by Seller in the course of the performance of the Services. Wherever the Services require Seller to provide a Deliverable:

- a. Such Deliverable will be delivered in the form prescribed and in accordance with the Order;
- b. Buyer shall have the right exercisable during the performance of the Services to suspend any payment obligation in respect of the Services if the performance does not conform in quality with any stipulations in the Order or if the performance is delayed;
- c. Buyer may accept such Deliverable or reject it in its reasonable discretion on the grounds that such Deliverable is (in whole or in part) not of satisfactory quality and/or does not meet the Specification or the requirements otherwise made known to the Seller by Buyer;
- d. Buyer will not reject any Deliverable (wholly or in part) without providing written notice to Seller as to the reasons why such Deliverable has been rejected;
- e. Any Deliverables which are rejected or found to be defective shall be re-performed or replaced by Seller (at no extra charge to Buyer) with Deliverables which are reasonably satisfactory to Buyer as per Buyer's instructions within such time as Buyer may reasonably specify;
- f. If the Services do not conform to the Order, Buyer shall have the right to purchase Services from an alternative supplier and any extra expense incurred in doing so shall be borne by the Seller. Before exercising such right to purchase the Services from an alternative supplier Buyer shall give Seller an opportunity to replace the cancelled Services to conform with the Order;
- g. Except as otherwise specifically agreed to in a separate Services Agreement, Buyer shall retain exclusive ownership of any and all Deliverables created by Seller hereunder and will own all intellectual property, title and interest in any ideas, concepts, knowhow, documentation or techniques developed under this Order. All Services shall be deemed as "works made for hire" by Seller for Buyer. To the extent any Services are not deemed a "work made for hire" by operation of law, Seller hereby irrevocably assigns, transfers and conveys to Buyer all of its right, title and interest in such Deliverables, including any intellectual property rights in such Deliverables. Seller shall provide to Buyer all reasonable assistance, execute such documents, and take all such other actions that may be reasonably required to perfect the foregoing rights to the Deliverables.