

Exhibit 1 - Standard Terms & Conditions Applicable to the Delivery of Services

The following Terms and Conditions shall govern the delivery of services under all Orders between Vital Link, Inc., hereinafter referred to as "Buyer", and the party specified on the face of the Order, hereinafter referred to as "Seller". Together the Buyer and Seller are the two (2) parties to this agreement, hereinafter referred to as the "Order". These Terms and Conditions are incorporated by reference into all written or electronic Orders for services as if expressly set forth therein. For the purposes of the Order, "services" shall be understood to mean technical support, consultation, troubleshooting, testing and inspection, engineering, maintenance, repair and overhaul, quality control, or construction activities.

1. Personnel, Supervision, Tools and Equipment

a. Seller shall supply personnel skilled and qualified in the crafts required to deliver the services required under the terms of the Order.

b. Seller shall provide adequate supervision for Seller's employees, subcontractors, and agents at all times. Seller will ensure that its employees, subcontractors, and agents observe reasonable standards of conduct and Buyer's policies and procedures while on the worksite. Seller shall remove from the worksite any of its personnel who are deemed to be disruptive, dangerous, incompetent, or otherwise noncompliant with reasonable standards of conduct. Buyer reserves the right to object to the presence of any employee or agent of Seller at the worksite, which employee or agent shall be removed immediately by Seller upon oral or written notice by Buyer without regard to any other provision of the Order regarding giving notice. Seller agrees that the replacement of such employee or agent with a substitute of equal qualification shall be at Seller's expense.

c. Seller shall supply all materials, tools, equipment, devices, software and hardware, and any other item whatsoever as required to perform its work and deliver the services specified under the Order.

2. Administration - Safety, Environmental, Employment, Health, Security, Traffic

a. All of Seller's employees, subcontractors, and agents shall comply with the applicable safety, environmental, employment, health, security, and traffic policies and/or regulations, as established in the Order. This includes those policies and/or regulations established by Buyer's customer, where the work is being performed at the premises of Buyer's customer.

b. Prior to commencing services on a worksite, Seller will inspect the worksite and ascertain whether any health or safety hazards exist which would require the use of personal protective equipment or specific operating practices in order to provide Seller's employees, subcontractors, and agents with a safe place to work, and Seller will ensure that its employees, subcontractors, and agents are aware of any known hazards and that they have and utilize the necessary protective equipment and practices.

c. By acceptance of the Order Seller certifies that it is familiar with the requirements of this provision, and shall ensure the requirements thereof are met as part of the consideration for the Order. Seller shall not be entitled to additional consideration by Buyer for the cost of ensuring compliance with the requirements of this provision.

d. All of Seller's employees, subcontractors, and agents shall comply with the applicable safety, environmental, employment, health, security, and traffic policies and/or regulations as may be established by Buyer from time to time. Buyer may at any time, in its sole discretion, modify or replace those policies and/or regulations, or otherwise change health and safety requirements, by notification to Seller either orally or in writing, without regard to other provision regarding giving notice.

3. Insurance

a. Seller agrees to secure and carry as a minimum the following insurance covering all work to be performed under this Order:

- (1) Workers' Compensation and Employer's Liability Insurance in an amount sufficient by virtue of the laws of the State in which the work or any portion of the work is performed;
- (2) General Liability Insurance in which the limit of liability for injuries, including accidental death, shall be \$1,000,000 for any one occurrence;
- (3) General Liability Insurance in which the limit of liability for property damage shall be \$1,000,000 for any one occurrence;
- (4) Automobile Liability Insurance in which the limit of liability for injuries, including accidental death, shall be \$1,000,000 for any one occurrence;
- (5) Automobile Liability Insurance in which the limit of liability for property damage shall be \$1,000,000 for any one occurrence;
- (6) If Seller is performing professional services on behalf of Buyer, Seller shall maintain Professional Liability Insurance with a limit of not less than \$1,000,000, unless some other amount is agreed to in writing; and
- (7) Contractual Liability Insurance sufficient in scope of coverage and amount (in Buyer's reasonable discretion) to cover the liabilities herein assumed by Seller.

b. All such insurance shall be issued by companies authorized to do business under the laws of the State in which all or part of the services are to be performed, shall be in form satisfactory to Buyer, and shall contain a provision prohibiting cancellation except upon at least ten (10) days prior notice to Buyer. All such insurance policies will be primary in the event of a loss arising out of the Seller's performance of work. Certified copies of said policies or certificates evidencing such insurance and naming Buyer as an additional insured shall be filed with Buyer prior to the start of work but no later than 30 days after the date of this Order, and within a reasonable time after any renewals or changes to such policies are issued. To the extent permitted by law, Seller and its insurer(s) agree that subrogation rights against Buyer are hereby waived. Seller shall reflect such waiver in any policies required under this Agreement.

c. The certificate of insurance shall identify the contract number or work to be performed and shall acknowledge that such coverage applies to liabilities incurred by Seller, its employees, invitees or agents under the Agreement and that such insurance shall not be invalidated by any act or neglect of Seller whether or not such act or neglect is a breach or violation of any warranty, declarations or conditions of the policies.

4. Subcontracting of Work

In the event that Seller subcontracts any portion of the work, Seller shall ensure that at a minimum its purchase agreement with subcontractors or agents specifies the same type and amounts of insurance coverage, terms concerning indemnification of Buyer et al, and other legal and administrative requirements as set forth in the Order between Buyer and Seller.

Seller shall not subcontract any portion of the work hereunder without the written approval of the Buyer, which may be withheld for any reason. Request for approval by Seller shall be submitted in writing. By submitting a request for approval to subcontract, Seller is certifying that its purchase agreement with subcontractors or agents shall include the requirements as specified herein concerning insurance coverage, terms concerning indemnification of Buyer et al, and other legal and administrative requirements as forth in the Order between Buyer and Seller.

5. Liens

Seller shall ensure that no liens of any kind are fixed upon or against the real or personal property of Buyer or Buyer's customer by Seller's employees, subcontractors, agents, or subcontractor's employees. Seller shall indemnify, defend, protect, and hold Buyer harmless from all such claims and liens. Seller shall upon Buyer's request provide certifications of lien release in a format acceptable to Buyer.

6. Worksite Housekeeping

Seller shall perform regular housekeeping to ensure that the worksite is maintained in a manner acceptable to the Buyer and if applicable the Buyer's customer. Trash and debris resulting from Seller's operations shall be accumulated and disposed on a regular basis. Upon completion of work, Seller shall remove from the worksite all equipment, tools, materials, trash and debris associated with the performance of its work; the worksite shall be left in a manner acceptable to the Buyer and if applicable the Buyer's customer.

Where work is performed in or around an airfield or engine facility, Seller shall ensure that materials, tools, equipment, work in progress, trash and debris are properly secured or stored at all times to avoid Foreign Object Damage (FOD) risk to aircraft and engines. Seller shall comply with any additional oral or written instructions of Buyer as regards worksite housekeeping, tool accountability, and FOD prevention.

7. Protection of Work and Other Contractors

a. Buyer may place Orders or Subcontracts with other parties to perform work or provide services at the worksite. Seller shall cooperate with the Buyer and all others whose work may interface with the Seller's work, and specifically and immediately advise the Buyer of any interface or interference between Seller and the work of others.

b. Seller shall take necessary precautions to properly protect the Seller's work and the work of others from damage caused by the Seller's operations. Should the Seller cause damage to the work or property of others, the Seller shall promptly remedy such damage to the satisfaction of the Buyer, or the Buyer may, after forty-eight (48) hours written notice to the Seller remedy the damage and deduct its cost from any amounts due or to become due the Seller, unless such costs are covered under applicable property insurance.

8. Delivery of Data - Drawings, Specifications, Manuals, and Reports

a. Seller shall deliver all data in the media, format, and quantity specified in the Order; in the event quantity is not specified Seller shall provide a sufficient quantity of copies to meet the reasonable requirements of the Buyer.

9. Permits & Layout of Work

a. Seller shall give timely notices to authorities pertaining to the work under the order. Seller shall be responsible to ensure that all underground works and utilities have been located and marked prior to conducting any digging or excavation.

b. Unless otherwise specified in the Order, Seller shall be responsible for all permits, fees, licenses, assessments, inspections, testing and taxes necessary to complete the work in accordance with the Order documents.

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c. Seller shall be responsible for establishing of benchmarks and layout of work, required for delivery of its work and services.

10. Drug Free Workplace & Alcohol

a. Buyer has a policy of maintaining a workplace free of illegal drugs and alcohol, as required under the implementation of the U.S. Drug-Free Workplace Act of 1988 (Pub. L. 100-690). The manufacture, possession, use, distribution, sale, purchase, or transfer of, or being under the influence of illegal drugs is strictly prohibited on Buyer's premises and worksites while performing work or services on behalf of the Buyer. The use or being under the influence of alcohol is strictly prohibited on Buyer's premises and worksites while performing work or services on behalf of the Buyer.

b. Illegal drug for the purposes of this provision shall mean a controlled substance as defined in the U.S. Controlled Substances Act (21 USC 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

c. Seller agrees by accepting this Order that it shall comply with the Buyer's policy for maintaining a workplace free of illegal drugs and alcohol, and it shall ensure compliance with this policy by its employees, agents, and subcontractors.

11. Compliance with Labor Laws

a. The Seller shall comply with all Federal labor laws, and laws of the locality and State wherein the services are provided. The Seller shall further comply with all Federal Government contract requirements incorporated by reference to the Order, as evidenced by reference to a Federal Government Contract Number.

b. If a Federal Government Contract Number is referenced on the Order, the Seller agrees to comply with such laws, and maintain and submit as required reports, payroll records and certifications concerning labor performed under the provisions of the Davis Bacon Act or Service Contract Act as may be applicable. The Seller also agrees to execute any other documentation, representations or certifications pertaining to Federal labor laws as identified and requested by the Buyer.

12. Seller Personnel and Access to Customer's Facilities

- a. Except for the supply of engineering, professional or technical Services that may be performed offsite or at the Seller's facility, the Order contemplates the performance of other Services at a worksite or facilities belonging to the Buyer's Customer. At a minimum the Seller should ensure that all Employees are eligible to work in the United States and have passed at a minimum a pre-employment type background check. Seller shall not provide employees with a criminal conviction, unless an individual assessment has been performed by the Seller taking into the consideration the nature and severity of the crime, the nature and scope of access to be granted, the specific jobs at issue, and the length of time since the convictions. The Seller shall in any case remove any employee that is rejected by the Customer based on the results of the Customer's screening criteria;
- b. The Buyer shall advise the Seller of all security, drug screening, identification, training and other requirements for personnel working at the Customer's worksite or facilities. The Seller shall ensure that all Personnel assigned to perform Services at the Customer's worksite or facilities meet the Customer's eligibility requirements, and shall supply all personnel documentation to the Customer as required to be eligible for such access. Seller shall bear all costs associated with the screening, assignment, removal or replacement of personnel under this clause;
- c. In the event Seller Personnel is performing work under, or given access to i) information or data controlled for export purposes under U.S. law or (ii) information or data related to Buyer's contracts with the U.S. Government or subcontracts thereunder, Seller Personnel assigned to the Order shall be a "U.S. person" as defined at 22 CFR § 120.15;
- d. If the Seller subcontracts any work under the Order, they shall ensure that the provisions of this clause are also levied on their Subcontractors.