

VLI Standard Terms & Conditions of Purchase

The following Terms and Conditions shall govern all transactions 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 as if expressly set forth therein.

1. Agreement and Acceptance

a. This Order constitutes an offer from the Buyer to Seller and becomes a binding contract upon written acceptance or by commencement of performance by Seller. The Order is expressly limited to the Terms and Conditions contained herein, represents the entire agreement between the parties, and supersedes all prior negotiations, discussions and agreements between Buyer and Seller with respect to the order. The Terms and Conditions of this Order are those that apply to the purchase of materials, items, products, components, or services; all exhibits, attachments, technical specifications, drawings, notes, instructions or information referenced in the Order are incorporated herein by reference. Any additions, exceptions, or changes to the Terms and Conditions are hereby rejected unless approved by Buyer in writing.

b. In the event of any conflict or inconsistencies between the Terms and Conditions, face of the Order, and any other exhibits, attachments, drawings, or specifications, the following order of precedence shall apply:

Terms on the Face Document of the Order
Standard Terms and Conditions of Purchase
Exhibit 1 - Standard Terms and Conditions Applicable to the Delivery of Services
Attachments and Exhibits
Specifications, Drawings, Instructions, or Other Information referenced in the Order

See also special provisions regarding compliance with and implementation of Federal Government requirements as further described herein.

2. Conformance of Goods and Services

a. The Seller represents and warrants that all goods provided shall i) be new and will not be used or refurbished; ii) be free from defects in design, materials and workmanship iii) shall conform to all applicable specifications. No substitution of any material may be made without Buyer's prior written consent.

b. The Seller represents and warrants that all Services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures. Seller represents and warrants that the performance of services under this Agreement will not conflict with or be prohibited in any way by any other agreement or statutory restriction to which Seller is bound.

3. Services

a. In the event that the Order requires the delivery of services at the Buyer's premises, or on behalf of the Buyer at a specified location, the Seller shall comply with all requirements shown on Exhibit 1 – Standard Terms and Conditions Applicable to the Delivery of Services.

4. Delivery of Goods/Services

a. Goods and/or services are required to be delivered by the specified dates in the quantities shown. Time is of the essence of this Order regarding delivery of all Goods and/or Services required by the Order. If it appears to Seller that it will not meet such schedule, it will promptly inform Buyer in writing of the reasons of such delay and the estimated duration of such delay. Buyer may, in addition to any other rights or remedies provided by law or this order, require that Seller ship via expedited routing to meet such schedule or to recover the time lost, and the cost difference shall be paid by Seller. When Seller fails to deliver the Goods or complete the Services on or before the date required for such delivery or

completion, Buyer may cancel this Order and reject such late delivery, without prejudice to its other rights, with respect to materials not delivered by such date and with respect to services not rendered by such date. In the event of partial delivery, Buyer at Buyer's option may i) accept delivery of the partial quantity and pay the pro rata Order price at the specified unit price or ii) reject the partial delivery and cancel the entire Order. Goods delivered prior to the date specified may at Buyer's option be i) accepted but entry of invoice will be deferred until such time as delivery was scheduled or ii) subject to warehouse charges or iii) returned to Seller at Seller's expense.

5. Packing and Packaging

a. At a minimum, goods shall be preserved and packaged in accordance with good commercial practices so that they arrive undamaged to the Buyer's premises or other location designated in the Order or otherwise by the Buyer in writing. If a higher level of packaging is specified on the face of the Order or the Order specifications, that level of packaging shall be provided within the price specified in the Order. Additional costs for packing and packaging shall not be accepted by the Buyer unless specifically agreed in writing via a Change Order. Seller shall include i) a packing list with the Goods which details; a) Buyer's Order number and b) line item and complete item description and part number as described in the Order ii) Material Test Report (MTR) or Certificate of Conformance (COC) as required by the Order iii) Material Safety and Data Sheet (MSDS) as required by the Order.

6. Risk of Loss and Title

a. Seller assumes all risk of loss or damage to goods until delivery to Buyer at Buyer's premises or other location designated in the Order or otherwise by the Buyer in writing. Title to goods shall pass to Buyer upon payment therefore by Buyer or upon delivery to Buyer's premises or other location designated in the Order or otherwise by the Buyer in writing, whichever occurs earlier.

7. Shipping and Routing

a. Seller shall follow all shipping instructions as noted on the face of the Order. If no shipping instructions are noted, shipment will be on the basis of FOB Destination Buyer's premises or other location as shown in the Order or otherwise specified by the Buyer in writing.

8. Inspection, Acceptance and Rejection

a. Seller shall only tender goods to Buyer that have passed inspection in accordance with the applicable inspection system and that otherwise conform to all requirements of an order.

b. Buyer shall have a reasonable time after receipt of Goods or Service deliverables and before payment to inspect them for conformity to the order, and Goods received prior to inspection shall not be deemed accepted for payment purposes until Buyer has run a test or conducted an inspection to determine whether the Goods conform to the specifications hereof. Use of a portion of Goods for the purpose of testing shall not constitute an acceptance of the Goods.

c. Buyer may provide written notice of acceptance of the goods or services to the Seller. However, in the absence of Buyer's written acceptance and notwithstanding (i) prior inspection of, (ii) payment for, (iii) use of or (iv) delivery of the Goods or Services, acceptance shall not be deemed to occur until (60) days following Buyer's receipt of the Goods or Services. Transfer of title to Goods to the Buyer shall not constitute acceptance.

d. During the Inspection Period, Buyer may with respect to Goods and Services: (i) reject all or a portion of any nonconforming Goods; (ii) accept all or a portion of such nonconforming Goods or Services with a price reduction for the cost or repair or the diminution of value; or (iii) accept any conforming Goods and Services and reject the rest.

e. Within thirty (30) days of Supplier's receipt of Buyer's notification of a nonconformity, Seller shall investigate the nonconformity, deliver to Buyer a written report of its investigation and conclusions, and formulate a corrective action plan acceptable to the

Buyer. Once approved by the Buyer, Seller must then implement such correct action plan in a timely manner.

f. With respect to rejected nonconforming Goods, Buyer may at its election and at Seller's risk and expense, (1) hold nonconforming Goods for supplier, or (ii) return nonconforming Goods to Seller, for at Buyer's option, either (a) full credit or refund or (b) replacement Goods. Title to such rejected Goods returned to Seller shall transfer to Seller upon such delivery and such Goods shall not be replaced by Seller except upon written instructions from Buyer. Goods returned to Buyer hereunder shall be shipped at Seller's expense and risk of loss.

b. Seller shall i) maintain a documented quality management system sufficient to control the compliance of their product to the standards and requirements specified in this order; and ii) formally respond in writing to any written non-conformance reports issued by Buyer concerning any deficient products or services. Failure to adequately respond within the time frame given by Buyer may result in reduction of the Seller's vendor rating with the Buyer.

9. Payment and Invoicing

a. As full consideration for the performance of the Services or delivery of the Goods provided herein, Buyer shall pay Seller the price amount agreed upon and specified in the order. Pricing is inclusive of applicable taxes, freight, packaging, insurance, handling and all other charges, whether similar or dissimilar, unless otherwise indicated on the face of the Order. Seller shall provide a separate invoice for each shipment, and shall note on each invoice: i) Buyer's Order number; ii) line item, item description and part number as described in the Order; iii) quantity, unit price and extended price; iv) number of shipments; v) Seller's invoice number. Invoice shall be delivered to the Buyer at the address specified on the face of the Order. Buyer reserves the right to reject and return all incorrect invoices.

b. Unless otherwise specified on the face of the Order, Buyer shall pay the invoiced amount within sixty (60) days after receipt of the invoice and delivery of goods, whichever is later. Payment shall not constitute acceptance. Payment shall be made when check is mailed to the Seller at the address shown on the face of the Order.

c. Overshipment of goods not approved by Buyer in writing will be returned at Seller's expense. Amount due Seller under the terms of this Order shall be subject to deduction of any valid counterclaim of Buyer against Seller arising from this Order or any other transaction between Buyer and Seller.

d. Seller shall furnish to Buyer upon Buyer's request a certification of lien release in a format acceptable to Buyer; if requested such lien release shall be furnished as a condition of payment.

e. In the event Progress Billings are authorized in the Purchase Order, the Seller shall submit a Schedule of Payments which shall be subject to the approval of the Buyer, which shall not be unreasonably withheld. The Schedule of Payments shall include verifiable milestones or events with each corresponding payment identified as a fixed dollar amount or percentage of the total Order price. The Seller shall be responsible to demonstrate completion of the milestone or event, which shall be reviewed and approved or rejected by the Buyer in a timely manner. Invoices for Progress Billings shall be submitted no more frequently than monthly. Payment of Progress Billings does not constitute acceptance of work. The Buyer reserves the right to retain ten (10) percent of each approved invoice pending completion of work, which retainage shall be paid together with the final invoice.

10. Quality, Inspection and Audit Rights

a. The Seller shall at a minimum maintain an adequate quality management system in accordance with good commercial and industry practices to govern the delivery of Goods and Services. The Seller agrees to implement and comply with any higher level quality requirements that may be specified elsewhere in the Order including the specifications;

- b. The Seller, including its Suppliers and Subcontractors, hereby grants to the Buyer, Buyer's Customers and/or to any competent regulatory authority, after reasonable notice, access to its books, records and documentation (pertaining to quality, inspection and testing of Goods and Services, trade compliance records, and any other requirement or obligation under the order but excluding financial books and records and (ii) to provide Buyer, Buyer's Customer and and/or any such regulatory authority the right to access, and to perform any type of inspection, test, audit or investigation at Seller's premises, including manufacturing and test locations and facilities, used in connection with the order for the purpose of enabling Buyer to verify compliance with the requirements set forth in the Order. Supplier shall ensure Buyer, Buyer's Customers and other regulatory authority have reasonable facilities for and assistance with the safe performance of inspection, tests and audits in connection with the Order and Goods and Services furnished thereunder;
- c. The Seller shall maintain complete inspection records for all Goods and Services which shall be available to Buyer during performance of the Order and until the later of: (i) four (4) years after final payment, (ii) final resolution of any dispute involving the Goods or Services delivered herein, (iii) the latest time required by applicable laws and regulations

11. Changes

- a. The Buyer's authorized procurement representative (which does not include Buyer's engineering and technical personnel) shall have the right at any time, by written notice to the Seller, to make any changes it deems necessary within the general scope of the order, including but not limited to changes in specifications, design, place of delivery, the method or manner of performance, testing methods or requirements, packing and packaging requirements, quality or inspection requirements, or prime contract flowdown requirements;
- b. No changes shall be binding until confirmed in writing by the Buyer's authorized representative. The Seller shall perform any changes order by the Buyer;
- c. If any such changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in the order price or delivery schedule, or both. Any claim by the Seller for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by the Seller of notice of change. Price increases, extensions of time for delivery and change in quantity shall not be binding on the Buyer unless evidenced by a form of a Change Order issued and signed by the Buyer;
- d. If any Change ordered by the Buyer as a result of an order by Buyer's Customer causes an increase or decrease in the cost of or the time required for performance of the Order, Supplier will receive an equitable adjustment in price or delivery schedule or both, but only if and to the proportional extent Buyer receives such an adjustment from Buyer's Customer.
- e. If Seller considers that Buyer's conduct constitutes a Change, Seller shall notify Buyer's authorized procurement representative immediately in writing as to the nature of such conduct and its effect upon Seller's performance. Seller shall take no action to implement any such Change without written direction from Buyer's authorized procurement representative.

12. Termination for Convenience

- a. Buyer may, at any time, terminate all or part of the Order for its convenience upon written notice to the Seller.
- b. Upon termination in accordance with Buyer's written direction, Seller will immediately (i) cease work and place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the Order; (ii) prepare and submit to Buyer an itemization of all completed and partially completed Goods and/or Services; (iii) deliver to Buyer any and all Goods completed up to the date of termination at the pre-termination Order price; and (iv) if requested by Buyer, deliver any work-in-process.
- c. In the event Buyer terminates for its convenience after performance has commenced, Buyer will compensate Supplier only for the actual and reasonable work-in-process costs incurred by Supplier on Goods or Services required to be delivered. Seller shall use reasonable efforts to mitigate its own and Buyer's liability under this Section. Such termination claim must be submitted to Buyer within sixty (60) days of the date of termination and shall be subject to audit by Buyer.
- d. Upon any termination under this section, title to all equipment, materials, work-in-progress, finished products, plans, drawings, specifications, information, special tooling, and any

other items for which Seller may submit a claim shall vest in Buyer and Seller shall promptly deliver these items to Buyer and take all necessary action to protect such property prior to such delivery.

- e. Buyer shall not be liable to Seller for costs or damages other than as described above, and in no event for lost or anticipated profits, or unabsorbed indirect costs or overhead, or for any sum in excess of the price allocated to the portion of the Order terminated.

13. Termination for Default

- a. Buyer may, by written notice, terminate the Order or any portion thereof, for default without any liability or obligation whatsoever to Seller for the portion terminated, in the following circumstances: (i) Seller fails to perform any obligation hereunder, including a delivery obligation; (ii) when Buyer has reasonable grounds to doubt Seller's ability to deliver the Goods and Services as specified in the Order, and Seller fails to provide adequate assurances of performance within ten (10) days following Buyer's demand; or (iii) should Seller (a) become insolvent, (b) become unable to pay its debts, (c) make a general assignment for the benefit of its creditors, (d) have a receiver appointed, or (e) become the subject of a bankruptcy petition.
- b. Buyer shall have no liability in relation to those Goods or Services terminated for Seller's default. Seller shall be liable to Buyer for any and all expenses, costs, and damages including increased procurement costs and other non-recurring costs, except in the circumstance of any failure or delay constituting an "Excusable Delay" as set forth in the Section herein entitled "Force Majeure".
- c. If, after notice of termination under this Section, it is determined that Seller was not in default, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience provision of this Order. In such case the Seller shall not be entitled to any remedy other than as provided in that provision.

14. Warranty

- a. Seller warrants to Buyer that all Goods and Services provided under the terms of the Order are (i) merchantable (ii) fit for the purpose intended (iii) conform with the specifications and the terms of the order concerning conformance of Goods and Services (iv) free from defects in design if the design is not provided by the Buyer (v) free from defects in materials and workmanship. If the Order requires Goods to perform as a system, the foregoing Warranty shall also apply to those Goods as a system.
- b. Seller warrants to Buyer that all Services provided under or in connection with an Order: (i) have been performed in a professional and workmanlike manner and in accordance with current, sound and generally accepted industry standards and practices by appropriately supervised and trained personnel who are experienced and if required licensed in the appropriate fields; and (ii) are in compliance with all applicable Specifications, performance requirements and other requirements contained in the Order (the "Service Warranty"). Seller agrees that should any of the Services be defectively performed by Seller, Seller will promptly re-perform or correct such defective Services at no additional charge.
- c. The standard warranty period for Goods and Services shall be one (1) year from date of acceptance of the Goods and Services. A longer warranty may apply if specified in the Order.
- d. If at any time prior the expiry of the warranty period it appears that the Goods or Services or any part thereof do not conform to the warranties stated above, and Buyer so notifies seller, Seller shall promptly correct such nonconformity to the satisfaction of Buyer.
- e. Seller warrants to the Buyer that all documentation and certifications by the Seller and Seller's subcontractors or vendors related to the Goods, Services and Order, as applicable, are current, complete, truthful and accurate, and have been signed or stamped, as applicable, by individuals authorized and qualified to sign or stamp such documentation and certifications.
- f. The Seller shall be responsible for the costs of transportation and the risk of loss for return of nonconforming goods to the Seller, as determined from the place of delivery specified in the Order. The Seller shall be responsible for the costs of transportation and risk of loss for the replacement goods under the same terms and conditions as specified in the Order for the original delivery.

15. Liens and Encumbrances

- a. The Seller certifies to the Buyer that (i) all Goods and Services are furnished free of liens and other encumbrances; Seller shall provide written release of liens and other encumbrances if requested by Buyer, and iii) that Seller has good and marketable title to the Goods and Services provided.

16. Indemnity

- a. Seller shall indemnify and save harmless the Buyer, Buyer's Customers, insurers, Affiliates, and their respective employees, agents, officers and directors for and from all suits, claims, judgements, awards, losses, damages, costs or expenses (including attorneys' fees) relating to, or arising out of, or caused by the performance hereunder, any act or omission of Seller or any Goods or Services. Seller's indemnification obligations hereunder covers, without limitation, injuries, sickness, diseases (including occupational disease whenever occurring), or death of Seller employees. This indemnity shall survive delivery and acceptance of Goods or Services and shall apply without regard to whether the claim, damage, liability, or expenses are based on breach of contract, breach of warranty, negligence, strict liability, or other tort. Buyer may set off any amount owed by it to Seller against any sum payable hereunder by Seller to Buyer.

17. Material Test Report, Certificate of Order Conformance, Material Safety and Data Sheet

- a. Where the order may specify that the Seller is required to deliver a Material Test Report (MTR) or Certificate of Order Conformance (COC) with the delivery of goods, such requirement shall be considered material to the delivery of goods. Goods delivered without the specified MTR or COC may be rejected at the Buyer's option and goods returned to Seller at the Seller's expense.

- b. Where the Order may specify that the Seller is required to deliver a Material Safety and Data Sheet (MSDS) with the delivery of goods, such requirement shall be considered material to the delivery of goods, and may not be accepted until such MSDS sheet is delivered.

18. Independent Contractor

- a. The relationship between Seller and Buyer will be that of independent contractors and not that of principal and agent, nor that of legal partners. Seller shall have no authority to make any statements, representations, or commitments of any kind, which shall be binding upon Buyer. Neither Party will represent itself as the agent or legal partner of the other Party nor perform any action that might result in other persons believing that it has any authority to bind or enter into commitments on behalf of the other.
- b. Seller shall be responsible for all costs and expenses incidental to performing its obligations under this Agreement and shall provide Seller's own supplies, personnel, equipment and any other items necessary to perform its obligations hereunder.

19. Assignment

- a. Seller shall not assign the Order in whole or in part (including any sum accruing or owed to Seller) without the prior written approval of Buyer, which approval may be withheld for any reason. No assignment, even if approved by Buyer, will relieve Seller of its responsibilities under the Order. Any assignment by Seller of the Order, in whole or in part, without Buyer's prior written consent shall be null and void, and shall constitute a material breach of the Order.

20. Governing Law

- a. The Buyer and Seller expressly agree that all rights, duties, and legal obligations under this Order shall be governed by and construed in accordance with the laws of the State of Texas.

21. Legal Compliance

a. Seller warrants that all goods and services furnished shall comply with all applicable legislation, including without limitation U.S. Federal, Territorial, State or local occupational health and safety and environmental regulations. Seller shall comply with all applicable Federal, Territorial, State or local laws in the performance of the Order, including but not limited to employment, tax, export control, and environmental laws.

22. Force Majeure

a. Subject to the notification specified below, neither Buyer nor Seller shall be liable for failure to execute this Order including i) perform or accept performance of services or ii) deliver or take delivery of goods as provided, in the event of force majeure which makes such performance commercially impractical including, but not limited to acts of God, fire, flood, acts of war, government action, strikes or labor difficulty, civil unrest, or other such like causes beyond the control of Buyer or Seller. The party invoking force majeure shall notify the other party in writing within ten (10) days of becoming aware of the event of force majeure. Buyer shall not be bound to purchase or accept the materials or services or to accept late delivery if Seller is unable to make delivery or completion as scheduled due to an event of force majeure. In the event Buyer is so excused, either party may terminate this Agreement.

23. Severability; Survivorship; Waiver; and Headings

a. If any provision or portion of this Order shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation or any applicable law, that provision or portion of this Order shall be deemed omitted and the remaining provisions and portions shall remain in full force and effect. The provisions of this Order that by their nature continue, including but not limited to the warranty, confidentiality, and indemnification obligations set forth in this order, shall survive any expiration, cancellation, or termination of this order. Buyer's right to require strict observance or performance of each of the terms and provisions hereof shall not be affected by the previous or concurrent waiver or of any other term or provision, or Buyer's previous or concurrent forbearance of Seller's failure to observe or perform any concurrent term or provision. The section headings of this order have been inserted for convenient reference and shall not be used to construe or interpret the provisions or construction of this order.

24. Compliance with Laws

Seller shall comply with all applicable national, state, provincial, and local laws, ordinances, rules, and regulations, including but not limited to those relating to:

- a. Pollution and hazardous substances control such as the Clean Water Act, Clean Air Act, Resource Conservation and Recovery Act, Toxic Substances Control Act, and other similar federal or state laws and regulations;
- b. Occupational health and safety, such as the Occupational Safety and Health Act, and other similar federal or state laws and regulations;
- c. Employment practices and child labor such as the Fair Labor Standards Act, Walsh Healy Public Contract Act, and Contract Work Hours and Safety Standards Act, and other similar federal or state laws and regulations;
- d. Equal Employment Opportunity which prohibit discrimination on the basis of race, color, religion, sex, national origin, disability or veteran status, including Section 503 of the Rehabilitation Act, Vietnam Era Veterans Readjustment Assistance Act, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans, Affirmative Action for Workers with Disabilities, and Payment of Union Dues or Fees, and other similar federal or state laws and regulations;
- e. Data privacy laws including the Health Insurance Portability and Accountability Act and other similar federal or state laws and regulations;
- f. Export controls and sanctions including the U.S. Export Administration Regulations, International Traffic in Arms Regulations, and regulations and orders administered by the U.S. Treasury Department's Office of Foreign Assets Control and other similar federal laws and regulations;

- g. Anti-kickback laws and commercial bribery including the Anti-Kickback Act and the Foreign Corrupt Practices Act, or any other applicable federal, state or local laws regarding kickbacks and commercial bribery;
- h. Customs, import or export, including country of original marking requirements, including U.S. Customs Importing laws;
- i. If the face of the Order specifies a U.S. Federal government contract number, by completing or accepting this order, Seller represents that it has complied with Executive Order 11246 as amended relating to Equal Employment Opportunity; Executive Order 11701 relating to the Employment of Veterans, and the Rehabilitation Act of 1973; and their implementing regulations at 41 CFR 60-14, 41 CFR 60-250, and 41 CFR 60-741.4. If applicable, Seller will comply with the following Federal Acquisition Regulations: (a) 52.222-26 Equal Opportunity (ii) 52.222-35 Affirmative Action for Special Disabled and Vietnam Veterans, and (iii) 52.222-36 Affirmative Action for Handicapped Workers.

25. Mandatory Clauses Required under Federal Government Contracts or Subcontracts

- a. If the face of the Order specifies a Federal government contract number and incorporates by reference clauses of the Federal Acquisition Regulations (FAR) and supplements thereto, these shall apply to this Order. The clauses shall be those in force in the current regulations and supplements at the time of the issuance of the Order, if not further specified in the terms of the Order or attachments thereto.
- b. In the event of a conflict or inconsistencies between the Seller's obligations and duties to the Buyer under the Terms and Conditions of the Order, and the Seller's obligations and duties to the Buyer that may be required in order that the Buyer may comply with the Federal Government clauses, the terms of the Federal Government clauses shall prevail.
- c. For the sole purposes of implementation of the mandatory FAR clauses, the term "Seller" under this Order shall also be understood to mean "subcontractor", "supplier", or "vendor", as defined and prescribed in the FAR. For the sole purposes of implementation of the mandatory FAR clauses, the term "Buyer" under this Order shall also be understood to mean "contractor" as defined and prescribed in the FAR.

26. Proprietary Information and Confidentiality

- a. Buyer may under this Order provide proprietary data and information to the Seller in order to describe or specify the Goods or Services required hereunder. Proprietary information and data furnished by Buyer to Seller shall be used by the Seller only to the extent necessary for performance of the Order, and shall not be disclosed to any third parties without the prior written consent of the Buyer. Buyer shall maintain all rights in property for such proprietary information and data. All such data and information shall be marked by Buyer with an appropriate proprietary legend; it is understood that data and information may be provided in various media, including hardcopy or electronic format. In the event that Seller receives such proprietary data, Seller shall exercise a reasonable standard of care of the same level used to protect Seller's own proprietary information, to protect against the release of the proprietary data to third parties. If Buyer and Seller have separately executed a Proprietary Information Agreement, Non-Disclosure Agreement, or other Confidentiality Agreement, which specifies a higher level of protection and/or greater duties and obligations concerning proprietary data, the terms of those agreements as they relate to protection of proprietary information shall apply.
- b. All information disclosed to Buyer in connection with this Order is furnished by the Seller as part of the consideration for Buyer's placement of the Order. The information is not to be treated as confidential or proprietary, and no claim will be asserted against Buyer, its assigns, or customers, for its disclosure or use.
- c. Seller shall maintain confidentiality concerning the Order, including all Terms and Conditions thereof, and including the Goods and Services provided hereunder. Seller shall not disclose the Order to third parties, or use the sale of the Order in its marketing or sales efforts without the specific written consent of an officer of the Buyer.

d. All rights in designs, drawings, specifications, patents, and inventions, developed by Seller during the performance or execution of this Order, shall be the property of the Buyer. Consideration for conveyance of rights in designs, drawings, specifications, patents, and inventions, by Seller to Buyer is included as part of the consideration exchanged between Buyer and Seller in the Order.

e. The Seller's duties and obligations concerning proprietary property of the Buyer and maintenance of confidentiality shall survive the termination or expiration of the Order, as further described herein.

f. The Seller may furnish proprietary data and information in connection with this order that is the property of a Customer. Such data and information shall be marked with a proprietary statement. The Seller shall treat such proprietary data and information belonging to the Buyer's Customer with the same level of care afforded the Buyer's proprietary data and information, as set forth herein.

g. In the event the Buyer and Seller have entered into a separate Proprietary Information Agreement or Non-Disclosure Agreement which governs the control and use of proprietary data and information, the terms of such agreement shall be applied in addition to and over and above the terms set forth in this Order.

27. Taxes

a. Seller shall pay all taxes imposed against Seller or its property or required to enable Seller to perform the Order. All taxes, except for applicable state and/or local sales and/or use taxes, shall be included in the price of the Goods and Services. Any applicable state and/or local sales and/or use taxes due on the Goods or Services are the duty of the Seller to collect and pay and shall be separately stated on all invoices as such. However, Seller shall not collect or include any sales and/or use taxes on Goods or Services for which Buyer provides Seller with a notice of exemption.

28. Insurance

a. In the event that the Order requires the delivery of services at the Buyer's premises, or on behalf of the Buyer at a specified location, the Seller shall provide the required insurances as specified in Exhibit 1 hereto. Proof of current insurance coverage in the amounts specified shall be provided prior to start of work.

29. Notice

a. All written notices under this Order will be made to the Buyer's address as shown on the face of the Order, to the attention of "Purchasing Department". Any notice by Buyer to Seller under the terms of the Order shall be considered effective upon delivery to an authorized employee of the Seller via a written or electronic message, provided that any notice required from the Buyer to the Seller concerning Termination of the Order or Rejection of an Invoice shall be made to the Seller's address as shown on the face of the Order. For the purposes of this Order, an authorized employee of the Seller shall mean Seller's employee a) who provided or signed the quotation or proposal concerning the Goods or Services provided under the Order or b) who signed acknowledgment of the Order or c) who regularly communicates with the Buyer's Purchasing Department concerning the Order or d) who is otherwise designated by the Seller in writing to the Buyer.

30. Setoff

a. Buyer may withhold, deduct and/or set off all money due, or which become due to Seller arising out of Seller's performance under the Order or any other transaction with Buyer.

31. Gratuities

a. Seller has not and will not offer or give to any employee, agent or representative of Buyer any gratuity with a view toward securing any business from a Buyer by influencing such

person with respect to the terms, conditions, or performance of any contract with or order from Buyer. Any breach of this warranty shall be considered a material breach of the Order.

32. Equal Opportunity & Anti-Discrimination

The Seller and Seller's subcontractors and suppliers shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Notes:

Face of the Purchase Order shall specify:

Seller Name, Address, and Telephone Number

Federal Contract Number: enter or N/A

DPAS Priority Rating: enter or N/A

Federal Contract Clauses Apply: N/A or reference attachment

Place of Delivery

Time of Delivery

Terms of Sale: Net 60 unless specifically modified

Line Item, Description, Quantity, Unit and Extended Price, Total Order Price.

SOW or Specifications Apply: N/A or reference attachment

Progress Billings: Approved or N/A

MSDS Required: Yes or No

MTR Required: Yes or No

COC Required: Yes or No

Shipping Instructions: FOB or INCO terms

Taxable: Yes / No Reference Tax Exempt Certificate #

Services: Yes / No with attachment