PURCHASER TERMS AND CONDITIONS

The following terms and conditions govern Seller's provision of Goods and performance of Services under this Purchase Order.

- 1. Goods and Services. Seller will provide Goods and perform Services described in this Purchase Order in accordance with these terms and conditions. This Purchase Order becomes a contract upon the earliest of: (a) Purchaser's receipt of Seller's signed acknowledgement; (b) Seller's shipment of Goods; (c) Seller's commencement of Services; or (d) Purchaser's written acceptance of a price, performance or delivery schedule or substitute Goods and Services as described in Seller's written acknowledgment of this Purchase Order.
- 2. Prices; Taxes. Prices for Goods include all charges for Seller's packing, crating and transportation to Purchaser's destination indicated herein. Seller represents that the prices specified herein are as low as any net prices quoted by Seller to any other customer for like goods and services. Seller shall not pay any taxes on behalf of Purchaser and under no circumstances will Purchaser pay any taxes that are payable by Seller, including but not limited to any taxes relating to Seller's net income, real estate, employees, consultants and or subcontractors.
- 3. Packaging/Shipping. Seller will suitably ship and pack all Goods to prevent damage, to meet the carrier's requirements, and to comply with instructions in this Purchase Order. Seller will pay expenses incurred in handling due to failure to comply with these terms. Seller will reference the number of this Purchase Order on all related invoices, bills of lading, packing slips, cartons and correspondence. Where applicable, bills of lading showing carrier and date of shipment will be attached to invoices. Detailed packing slips will accompany all shipments.
- 4. Acceptance; Waiver. Purchaser will have a reasonable time after receipt of Goods and Services and before payment to inspect and test them for conformity. Neither any of Purchaser's payment for Goods or Services, inspection of Goods, use of Goods for testing nor continued use of Goods will constitute acceptance or a waiver of any of Purchaser's rights or remedies, or of Seller's warranties.
- 5. Title; Risk of Loss or Damage. Seller assumes all risk of loss until Purchaser's receipt of Goods, or, in the event Goods are to be installed by or on behalf of Seller, until completion of installation and testing to the satisfaction of Purchaser. Seller shall have risk of loss of, or damage to, such products and any Purchaser property used by or loaned to Seller during the time that Seller has custody of such items. Title to Goods will pass to Purchaser upon Purchaser's receipt. If Goods are destroyed or damaged prior to title passing to Purchaser, Purchaser may cancel this Purchase Order or require prompt delivery of substitute Goods of equal quantity and quality.

6. Warranties.

- (a) Goods. Seller represents and warrants: that all Goods are new, are not used or refurbished, are free from defects in materials and workmanship, and conform to all applicable specifications; and that it will convey to Purchaser good title to Goods, free from all claims, liens and encumbrances. Additionally, Goods will be subject to all written and oral express warranties made by Seller's agents, and those provided in the Virginia Commercial Code. If any Goods do not comply with any of these warranties, Purchaser will have the right to reject the Goods and to cancel this Purchase Order, as set forth in Section 7, without prejudice to any right to recover damages for such breach or to any other rights arising therefrom, or to retain the Goods and recover damages from Seller for breach of warranty.
- (b) Services. Seller represents and warrants: that Services will be performed in a highly professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures; that Services will be completed on time and in accordance with applicable specifications and will be correct and appropriate for the purposes contemplated in this Purchase Order; and that the performance of Services will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction.
- (c) Infringement. Seller represents and warrants: that Goods and Services will not violate or infringe any patent, trademark, service mark, trade secret, copyright or other proprietary right of any third party; that Goods and Services will not contain libelous matter or violate any privacy or publicity rights of any person or other legal entity; and that Purchaser's proposed use of Goods and Services will not violate any such rights or any applicable law or regulation.
- 7. Cancellation for Cause. Time is of the essence. Purchaser reserves the right to cancel this Purchase Order, in whole or in part, upon written notice to Seller if: in Purchaser's judgment, Seller fails to proceed expeditiously with delivery or performance; Goods or Services fail to conform to any warranties; Seller fails to perform or otherwise breaches this Purchase Order; or an event occurs that has a material adverse impact on Seller's financial condition. In the event of any such cancellation, Purchaser reserves the right, without prejudice to any other rights: (a) to refuse delivery of Goods or performance of Services; (b) to return to Seller any Goods already accepted and recover from Seller all payments made for Goods and freight, storage, handling and other expenses Purchaser incurs and to be relieved from liability for any future payment to Seller; (c) to recover any payments to Seller for undelivered or returned Goods or for Services to be performed; and (d) to purchase replacement goods and services elsewhere and charge Seller for any resultant losses. Seller may not replace any returned Goods without Purchaser's written replacement order. Purchaser will return nonconforming Goods to Seller freight collect. Risk of loss will pass to Seller upon Purchaser's delivery of Goods to the common carrier.
- **8.** Cancellation, Changes and Suspension without Cause. Purchaser reserves the right to reschedule any delivery or cancel this Purchase Order at any time prior to shipment of Goods or prior to the provision of Services and not be subject to any charges as a result of such rescheduling or cancellation. Purchaser reserves the right to cancel this Purchase Order, in whole or in part, to suspend Seller's provision of Goods or Services for reasonable periods, or to make changes in specifications or requirements, at any time for any reason in Purchaser's sole discretion, effective immediately upon notice to Seller.
- **9. Indemnity.** To the fullest extent permitted by law, the Seller shall indemnify, defend and hold harmless Purchaser and its affiliates and the employees, directors, officers,

- liabilities, interest, attorneys' fees, demands, assessments, judgments, costs and expenses (collectively, "Claims") of whatsoever kind or nature arising out of or in connection with the performance or failure to perform by the Seller under this PO. The Seller's aforesaid indemnity and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, or strict liability of the parties released, indemnified or held harmless to fullest extent permitted by law, but in no event shall they apply to liability caused by the willful misconduct or sole negligence of the party released, indemnified or held harmless.
- 10. Remedies and Limitation of Liability. All rights and remedies in this Purchase Order are cumulative and are in addition to, and not in lieu of, all rights and remedies provided at law or in equity. IN NO EVENT WILL Purchaser BE LIABLE TO SELLER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS TRANSACTION, WHETHER OR NOT Purchaser WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 11. Compensation Acts and Insurance. Seller accepts exclusive liability for any payroll taxes or contributions imposed by the Federal Social Security Act, Unemployment Compensation Act, Worker's Compensation Act, or any corresponding laws with respect to individuals whose compensation for service is paid by Seller. Seller will carry, at its expense, insurance in the minimum amounts and types as follows: commercial general liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 annual aggregate insuring Seller against liability arising out of or from bodily injury, personal injury, property damage; umbrella liability coverage in the minimum amount of \$1,000,000 each claim and annual aggregate; and automobile liability insurance in the minimum amount of \$1,000,000 each occurrence. Whenever Services are provided, Seller shall also provide statutory Workers' Compensation Insurance and shall name the Purchaser Parties as additional insured on the commercial general liability and umbrella policies. Seller and Seller's insurer policies will waiver rights of subrogation against Purchaser Parties. Seller will provide to Purchaser certificates evidencing the coverage required under this Section 11.
- 12. Governing Law; Venue. This Purchase Order will be governed, construed and enforced according to the laws of the Commonwealth of Virginia, excluding provisions of Virginia law concerning choice-of-law that would result in the law of any state other than Virginia being applied. However, the Uniform Computer Information Transactions Act (or any substantially similar law) will not apply to this Purchase Order or the performance of it, and instead the law of Virginia as it exists without reference to the Uniform Computer Information Transactions Act will apply.

The Parties agree and understand that any action concerning the construction, interpretation, scope, breach or enforcement of this document shall only be brought in the Circuit Court, for Arlington County Virginia, or the United States District Court for the Eastern District of Virginia. If any action or proceeding is brought in any other location, then the Seller expressly consents to the transfer of such action to the Circuit Court for Arlington County, Virginia, or the United States District Court for the Eastern District of Virginia. Nothing in this clause shall be deemed to prevent the Seller or the Purchaser from removing an action or proceeding to enforce or interpret this document from the Circuit Court for Arlington County, Virginia, to the United States District Court for the Eastern District of Virginia. The Seller hereby submits to the personal jurisdiction of the Courts described in this paragraph and consents to the dismissal of any action that is brought in any forum not specified in this paragraph

- 13. Miscellaneous. (a) Seller is providing Goods and Services as an independent contractor. (b) Any waiver by the Purchase of any provision of this Purchase order will not be valid and enforceable unless it is in writing and signed y an authorized signatory of the Purchase and a waiver by either party of any provision of this Purchase Order will not be construed as a waiver of any succeeding breach thereof or any other provision of this Purchase Order. (c) If any provision of this Purchase Order is for any reason declared invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect any other provision of this Purchase Order. In such event, the parties will promptly substitute for such provision an enforceable provision that preserves the original intentions of the parties to the maximum extent possible in accordance with applicable law. (d) Without Purchaser's prior written consent, Seller will not disclose to any third party the fact that Seller has contracted to provide Goods to or perform Services for Purchaser nor disclose any details connected with this Purchase Order. (e) Notice shall be given in writing and signed by an authorized signatory of the sender and shall be delivered to the individuals named on the front of this Purchase Order by overnight courier. (f) Without Purchaser's prior written consent, Seller's assignment of rights or delegation of duties arising under this Purchase Order is void. (g) All representations and warranties will be binding upon Seller and its successors and assigns and will inure to the benefit of Purchaser, its successors and assigns, and all persons to whom Goods may be resold or loaned.
- 14. Entire Agreement. This Purchase Order (including any material expressly incorporated by reference) constitutes the entire agreement between the parties and supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof, except where Purchaser and Seller enter into a written contract for the same Goods or Services that is referenced and attached hereto, in which case, the terms of such contract will apply instead. Except as provided in Section 1, this Purchase Order may not be added to, modified, superseded or otherwise altered without Purchaser's written consent, and any terms or conditions contained in any communication of Seller (whether in an invoice, shrink-wrap or any other form) that are inconsistent with, or add to, this Purchase Order, have no force or effect. This Purchase Order may not be modified or amended by electronic means.