1. **ACCEPTANCE OF PURCHASE ORDERS**
Sales of any goods or any related services (collectively, “Services”) referenced in Customer’s written Purchase Order to Service Provider (“Purchase Order”) is expressly conditioned upon the terms and conditions set forth below. Other than as specifically provided in a separate written agreement between Service Provider and Customer, any additional or different terms specified or referenced in Customer’s Purchase Order are hereby excluded and shall not be deemed effective or binding unless expressly agreed to in writing by an authorized representative of Service Provider. These terms and conditions represent the entire agreement between the Customer and Service Provider pertaining to the subject matter of this Purchase Order and shall supersede all prior oral and written agreements, proposals, communications, and documents. No Purchase Order placed by Customer shall be deemed accepted unless or until Service Provider issues a written acknowledgement. Any amendment, change order, revision, or termination to an already-accepted Purchase Order shall be subject to acceptance by an authorized representative of the Service Provider.

2. **PRICES, TAXES**
2.1. The price set for in Service Provider’s Quotation (“Price”) are in United States Dollars. Nothing set forth in Customer’s Purchase Order shall modify or amend the quoted Prices, quantities, and/or the scope of Services offered, unless such modification or addition is agreed to in writing by Service Provider prior to the Purchase Order.
2.2. The prices are exclusive of any taxes (including, without limitation, sales, use, value added, goods and services, business, property (real or personal, tangible or intangible), license, documentation, registration, import, export, excise, franchise, stamp, or other tax), custom fees or tolls, levy, impost, withholding, fee, duty or other charge of any nature imposed by any governmental authority or other tax authority in any jurisdiction, and any and all fines, penalties, additions to tax, interest and other charges relating thereto (collectively, “Taxes”). All Taxes shall be paid by the Customer in addition to the Price. If any payment by the Customer is subject to withholding tax, the Customer agrees to increase the amount of any payment which is subject to a withholding or pay an additional amount as is necessary to ensure that Service Provider receives the same amount it would have received if there had been no withholding. Customer shall deliver any certifications and other documents required to demonstrate eligibility and to benefit from any exemption or other relief from any Tax.

3. **DELIVERY, TITLE, AND RISK OF LOSS**
3.1. Service Provider’s quoted delivery schedule represents its best estimate and is based on current schedules and workload. Service Provider shall have no liability for delay or any damages or losses sustained by Customer as a result of such estimate not being met. Partial deliveries shall be permitted.
3.2. Unless otherwise agreed to by the Service Provider in writing, delivery shall be deemed to have occurred FOB origin (Incoterms 2010) for domestic shipments and FCA Dulles International Airport (Incoterms 2010) for international deliveries. If Service Provider agrees in writing to ship other than FCA Dulles International Airport, Service Provider shall invoice Customer for Service Provider’s actual cost incurred clearing customs and shipping the articles to customs at an international airport in the designated country. If Customer fails to pick up the Services within one (1) week or fails to provide a proper charge account for shipping costs, Service Provider shall be entitled to invoice Customer for the Services and reserves the right to put the articles in storage and charge the Customer storage costs.
3.3. Title and liability for loss or damage to the Services shall transfer from Service Provider to Customer upon delivery of the Services at FOB origin for domestic shipments, or FCA Dulles International Airport for international shipments.

4. **PAYMENT**
Customer shall pay for all Services delivered or date services performed in accordance with the pre-established terms. Payment shall be deemed to have been made when a check is received by the Service Provider or payment is received by an electronic transfer in the Service Provider’s bank account. Service Provider reserves the right to assess a late fee on any late payments from the date due until receipt of payment in full at the lesser of (a) ten percent per month compounded monthly, or (b) the maximum rate permitted by law, and to charge Customer for any collection or litigation expenses, including reasonable attorney’s fees incurred by Service Provider in the collection of late payment. In addition to any remedies under law, Service Provider may at its sole discretion suspend future deliveries or services until all delinquent payments due are received. Service Provider may require an advance payment or milestone payments prior to beginning performance of the Purchase Order. Service Provider may require Customer to obtain a letter of credit for international orders. All payments hereunder shall be paid without any deductions, set-off, or counterclaims including for any Taxes.

5. **FORCE MAJEURE AND EXCUSABLE DELAY**
5.1. Service Provider shall not be liable for any damages of any kind for delayed or non-performance if such delayed or non-performance is due directly or indirectly to:
(a) Customer, including omissions or failure to act on the part of Customer or its agents or employees;
(b) An Event of Force Majeure, defined herein as including acts of God, acts of public enemies, fires, floods or unusually severe weather conditions, strikes, lockouts, disputes with workmen or other hostilities, embargoes, wars, riots or civil disturbances, epidemics or quarantine restrictions, delays or shortages of transportation, governmental action including the government’s denial or failure to grant an export license or other needed government authorization;(c) Causes beyond Service Provider’s reasonable control, including severe accidents at Service Provider’s plant, unforeseen production or engineering delays or inability of Service Provider or its vendors to secure adequate materials, manufacturing facilities or labor, or any other acts and causes not within the control of Service Provider, which by the exercise of due diligence and reasonable effort, Service Provider would not have been able to foresee, avoid or overcome.
5.2. The Service Provider shall notify the Customer of any delay or non-performance due to an excusable delay or Event of Force Majeure as soon as practicable. If such event should occur, the Service Provider’s period of performance shall be extended for a period of time equal to the duration of either such event. If the excusable delay or Event of Force Majeure extends more than six months, Service Provider and Customer may mutually agree to terminate the Purchase Order or any portion thereof impacted by the excusable delay or Event of Force Majeure, and Customer shall promptly pay Service Provider for any delivered Services or services performed, any works in process, any termination costs, including vendor settlement expenses, and a reasonable profit on the terminated Purchase Order or portion thereof that Service Provider and Customer agreed to terminate.

6. **PROPRIETARY INFORMATION**
For the term of Customer’s Purchase Order, Service Provider and Customer, to the extent of their right to do so, may exchange proprietary and/or confidential information not generally known to the public (“Proprietary Information”), only to the extent and as reasonably required to perform its obligation hereunder. Any document marked “Confidential” or “Proprietary” and all copies made of any such document shall be returned by the receiving party (“Recipient”) of Proprietary Information to the disclosing party (“Owner”) upon completion of the purpose for which they were provided or destroyed by Recipient at Owner’s direction. Neither Service Provider nor Customer shall be liable for any disclosure if the data: (a) is generally available to the public (or becomes so) without breach of by Recipient; (b) was available to Recipient on a non-confidential basis from a source that had the right to disclose such information; (c) was rightfully in the possession of Recipient prior to receipt from Owner; or (d) was independently developed without use of Owner’s Confidential Information. No license to a party, under any trademark, patent, copyright, mask protection right or any other intellectual property right, is either granted or implied by the conveying of Proprietary Information to such party. No use of any Service Provider trademark, service mark, trade name, design, logo or other trade dress may be made without the prior written consent of Service Provider. Any Service Provider mark or logo existing on the Product must not be altered or modified in any manner, combined with other elements, or rearranged without the prior written consent of Service Provider. None of the Proprietary Information which may be disclosed or exchanged by Owner shall constitute any representation, warranty, assurance, guarantee or inducement to Recipient of any kind and, in particular, regarding the non-infringement of trademarks, patents, copyrights or any intellectual property rights, or other rights of third persons other than the rights expressly granted herein. Customer agrees that it will not attempt, nor will it direct or employ others to attempt, to reverse engineer the Product, subassemblies and/or software that is developed, manufactured or sold by Service Provider. The ownership in all Proprietary Information disclosed Owner to the other pursuant to the Purchase Order shall remain with Owner unless otherwise stated in the Purchase Order. The confidentiality obligations herein shall survive for a period of five years after expiration of the Purchase Order.

7. **INTELLECTUAL PROPERTY RIGHTS**
7.1. Service Provider grants to Customer a nonexclusive, nontransferable, revocable license to use a copy of any software program embedded in the Product, in object code only, for use as part of the Product (“License”). Notwithstanding the foregoing, this License is subject to the following prohibitions: (a) Customer shall not attempt to decompile, reverse engineer, or disassemble the object code, or in any other way convert the object code into a human-readable form; (b) Customer shall not manufacture, sell, deliver or in any way provide any Services containing the object code; (c) Customer shall not use the object code to create derivative or competing Services of any kind; or (d) Customer shall not transfer the object code to a third party for any reason without prior written consent of Service Provider, which may be withhold at Service Provider’s sole and reasonable discretion, and only then subject to Customer executing a sub-license agreement with the same terms and conditions herein and providing Service Provider the sub-license agreement executed by the transferee. Any transfer must be in full compliance with U.S. Export Laws and may require additional export licenses or other authorizations to be obtained by Customer and/or Service Provider. Other than the License, Service Provider is not granting any other rights to its intellectual property, patents, trademarks, software, or proprietary data, other that the right of Customer to use the Product for its intended purposes. Service Provider’s vendors are direct and intended beneficiaries of this License and may enforce it directly against Customer.
7.2. Subject to Article 13, Limitation of Liability, and except as otherwise provided herein, Service Provider shall defend Customer against any claims based on a substantive allegation that the Product directly infringes a United States patent, copyright or other intellectual property right of a third party. Service Provider shall have the right, at its option and expense, to (a) procure a right for Customer to use the Product; (b) modify or replace the infringing parts of the Product so that it becomes non-infringing; or (c) request that Customer return the article and refund to Customer the purchase price, including all license fees, paid by Customer. The indemnity shall not apply and Service Provider has no indemnity obligation for any claim based upon any of the following: (a) Service Provider’s compliance with Customer’s design, specifications or design instructions; (b) alterations by Customer or by third parties of the Product furnished by Service Provider not approved in writing by Service Provider; (c) failure of Customer to use updated Product provided by Service Provider to avoid infringement; (d) use of Product in a manner, or for a purpose, for which was neither designed nor foreseeable by the Service Provider; (e) assembly, function or use of Product in combination with any materials and/or software not supplied by Service Provider; (f) a patent, trademark or copyright in which Customer or affiliate has a direct or indirect interest by license or otherwise, or (g) Open source software. Customer shall defend and indemnify Service Provider from and against any third party claim arising from any of the aforementioned circumstances.
7.3. THIS ARTICLE SETS FORTH SERVICE PROVIDER’S ENTIRE LIABILITY, AND CUSTOMER’S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. The indemnities are conditional on Customer giving Service Provider prompt written notice of any claims being made against Customer, Customer not making any admission which might be prejudicial to the defense of such claim, Service Provider having full and sole authority at Service Provider’s own expense to assume the defense of the claim, and Customer providing reasonable assistance for defense of any claim.

8. **GOVERNING LAW**
These Terms and Conditions and any action related hereto shall be governed, controlled, interpreted and defined by and under the laws of the State of Texas, USA, without regard to the conflict of laws provisions thereof.

9. **DISPUTES**
In the event of any dispute arising out of or in connection with these Terms and Conditions, such dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules of Arbitration. The place of arbitration shall be Houston, Texas, USA. The language of the arbitration shall be English. The arbitral award shall be final and binding upon the Parties.

10. **LIMITATION OF LIABILITY**
NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF CLAIMS OR THE FORM OR CAUSE OF ACTION, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE (ACTIVE OR PASSIVE) OR OTHERWISE, SERVICE PROVIDER SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQEUENTIAL DAMAGES OF ANY KIND, AND SHALL NOT BE LIABLE TO CUSTOMER FOR LOSSES OF USE, DATA, PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES. EXCLUDING GROSS NEGLIGENCE OR WILLFULL MISCONDUCT, SERVICE PROVIDER’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH A PURCHASE ORDER SHALL IN NO EVENT EXCEED ACTUAL, DIRECT, AND PROVEN DAMAGES OF THE PRICE OF THE PRODUCT DIRECTLY PURCHASER BY CUSTOMER UNDER THE PURCHASE ORDER GIVING RISE TO THE CLAIM. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY. TO THE EXTENT THESE TERMS AND CONDITIONS CONTAIN ANY SPECIFIC REMEDIES PROVIDED BY SERVICE PROVIDER TO CUSTOMER, REGARDLESS OF FORM, SUCH REMEDIES SHALL BE PROVIDED BY SERVICE PROVIDER ON A SOLE AND EXCLUSIVE BASIS AND IN LIEU OF ANY OTHER REMEDIES, DAMAGES, OR LOSSES.

11. **INSURANCE**
Service Provider and Customer shall each carry insurance coverage in types and amounts adequate to protect against any losses, damages, liabilities or expenses that may reasonable be expected to be incurred under a Purchase Order, and both shall keep such insurance coverage in effect until the conclusion of the Purchase Order.

12. **MODIFICATION**
Any modification of these Terms and Conditions shall be valid only if it is in writing and signed by the authorized representatives of both Service Provider and Customer.

13. **ASSIGNMENT**
Neither Party may assign or delegate a Purchase Order or any of its rights, duties or obligations regarding a Purchase Order to any other party without the prior written consent of the other party. Any attempt by either party to assign or delegate any of its rights, duties or obligations regarding a Purchase Order without such consent shall be void and of no effect. Notwithstanding the foregoing, Service Provider shall be permitted to subcontract its rights, duties or obligations regarding a Purchase Order to another division, affiliate or wholly-owned subsidiary of Service Provider and shall have the right to assign a Purchase Order to any successor by way of merger or consolidation or the acquisition of substantially all of the entire assets of Service Provider relating to the subject matter of the Purchase Order; provided, however, that such successor shall assume all of the obligations of Service Provider under the Purchase Order. Nothing in this provision is intended to preclude Service Provider from awarding routine subcontracts or purchase orders to vendors or other Service Providers.

14. **AUDIT**
Notwithstanding anything set forth herein to the contrary, Customer shall not be allowed or have the right to audit or examine Service Provider’s books and records.

15. **NO THIRD PARTY BENEFICIARIES**
Except as expressly provided herein, these Terms and Conditions are for the sole and exclusive benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever.

16. **WAIVER**
If either party, at its option, agrees to waive any of these Terms and Conditions, then such waiver shall not for any purpose be construed as a waiver of any succeeding breach of the same or of any other of these Terms and Conditions; nor shall such a waiver be deemed as a course of conduct.

17. **SEVERABILITY**
If any of these Terms and Conditions are at any time held to be invalid or unenforceable, then such term or condition shall be construed as severable and shall not in any way render invalid or unenforceable the remainder of these Terms and Conditions, which shall remain in full force and effect.

18. **PUBLIC DISCLOSURE**
Except as required to obtain necessary licenses or governmental approvals, neither party shall issue any news releases, artic les, brochures, advertisements, or other information releases relating to the subject matter of a Purchase Order, except as otherwise required by law, without the prior written approval of the other party.