



## SIGNATURE SCIENCE, LLC CONDITIONS OF PURCHASE

**ACCEPTANCE:** This Order constitutes Signature Science, LLC's (herein after referred to as "Buyer") offer to Seller and is not an acceptance or a confirmation. This Order becomes a binding contract on the terms set forth herein when it is accepted by Seller either by written acknowledgment or the commencement of performance. **Seller's acceptance is limited to the exact terms of this Order. Any additional or conflicting terms and conditions stated by Seller in accepting, acknowledging, or performing this Order are objected to and hereby rejected, and the same shall not be binding upon Buyer unless expressly accepted in writing by Buyer.** No revision to this Order shall be valid unless in writing and signed by an authorized representative of Buyer. For the purposes of this Order, "Item" means products, goods, supplies, materials, articles, parts, components, or assemblies described in the Order, and "Services" means Seller's professional, engineering, scientific, technical, testing, educational, training, or other efforts and conduct rendered for the benefit of Buyer or Buyer's Customer in performance of this Order, other than the delivery of Items.

**DELIVERY:** Deliveries shall be strictly in accordance with the schedule set out or referred to in the Order and in exact quantities. If Seller's deliveries will not meet such schedule, Buyer may request Seller to ship via routing necessary to meet schedule or recover time lost by delivery not on schedule, and any additional costs incurred due to such routing shall be paid by Seller. Time is of the essence, and failure by Seller to complete delivery within time specified shall, at Buyer's option without liability, relieve Buyer of any obligation to accept and pay for any such material or work.

**RISK OF LOSS:** Unless this Order specifically provides otherwise, risk of loss or damage to the Items provided under this Order shall remain with Seller until delivery F.O.B. destination.

**INVOICES AND PAYMENT:** Unless otherwise provided in this Order, no invoices shall be issued nor payments made prior to delivery and acceptance. Individual invoices must be issued for each shipment under this Order. Unless freight and other charges are itemized, any discount will be taken on the full amount of the invoice. All payments are subject to adjustment for shortages or rejection. Seller shall submit its final invoice promptly upon completion of the Order, but in no event later than sixty (60) days following completion of the specifications as stated herein. Buyer shall have no responsibility or liability for payment to Seller if Seller fails to submit its final invoice within the sixty (60) day period.

**INSPECTION, ACCEPTANCE, AND REJECTION:** All Items or Services are subject to final inspection and acceptance at destination, regardless of the F.O.B. point or any payment or prior inspection at source. Final inspection will be made at a reasonable time after receipt of the Items or Services. Final inspection shall be conclusive except as regards latent defects, fraud, and such gross mistakes as amount to fraud. Seller shall furnish to Buyer, if requested, all information and data as may be reasonable by Buyer in order to perform inspection and acceptance. Final inspection does not relieve Seller of its obligation under any warranties herein or as may be provided by law. Buyer shall notify Seller if any Items or Services delivered are rejected. Rejected Items shall, at Buyer's election and Seller's risk and expense, be held by Buyer or returned to Seller. No replacement of defective Items shall be made by Seller unless agreed to in writing by Buyer. If any Services performed hereunder are not in conformity with the requirements of this Order, Buyer shall have the right to require the Seller to perform the Services again in conformity with the requirements of the Order, at no additional increase in total Order price.

**CHANGES:** Buyer shall have the right at any time, by a written change notice issued by Buyer, to make changes in this Order relating to the Items or Services provided. If any such change increase or decrease the cost of, or the time required for, performance of the Order, Buyer shall make an equitable adjustment in the Order price or delivery schedule, or both, and the Order shall be modified in writing accordingly. Any claim by Seller for an equitable adjustment must be submitted to Buyer in writing within ten (10) days from the date of receipt by Seller of the notification of a change or of any event thought to constitute a change. Nothing herein contained shall excuse Seller from proceeding with this Order as changed even though a mutually agreed price and/or delivery change has not been reached.

**WARRANTIES:** Seller warrants that the Items and Services provided hereunder will be: (a) free of any claim of any nature by a third party and that Seller will convey clear title thereto to Buyer as provided hereunder; (b) of merchantable quality, free from all defects in design, workmanship and materials, and will be fit for the particular purpose for which they are purchased and will be provided in strict accordance with the specifications, samples, drawings, designs or other requirements (including performance



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specifications) approved or adopted by Buyer; and (c) performed in a professional manner by well-qualified individuals and will conform to the standards of professionalism normally expected in the provision of such Services. Any attempt by Seller to limit, disclaim, or restrict any such warranties or any remedies of Buyer, by acknowledgment or otherwise, in accepting or performing this Order, shall be null, void, and ineffective without Buyer's written consent. Said warranties, together with Seller's standard commercial warranties and guarantees, shall inure to the benefit of Buyer, its successors, assigns and Customers. Seller agrees to indemnify Buyer, its successors, assigns, and Customers from all liability, loss, cost, damage, or expense, including costs and attorney's fees, which any or more of them may suffer or incur as a result of Seller's breach of any such warranty or of any other term or condition of this Order. Acceptance of Items or Services or payment of any invoices shall not relieve Seller from any liability which exists under Seller's warranties or any other term or condition of this Order. The warranties and remedies provided for in this paragraph shall be in addition to any provided by law.

**INDEMNIFICATION:** Seller shall take all necessary precautions to prevent the occurrence of any injury to persons (including death) or damage to property during the performance of the Order, and shall defend and indemnify the Buyer, its successors, assigns and Customers against any claim which may result in any way from any act or omission of Seller, its agents, employees, or subcontractors in performance of the Order.

**INSURANCE:** In the event the performance of the Order shall occur on the premises of Buyer or its Customer, Seller shall maintain insurance in the following amounts: Comprehensive General Liability (including Contractual Liability coverage insuring the liabilities assumed above) - \$1,000,000 per occurrence, \$2,000,000 aggregate; Comprehensive Automobile Liability (Bodily injury and Property Damage combined) - \$1,000,000 per occurrence, \$1,000,000 aggregate; Employers Liability - \$1,000,000 per occurrence; and Statutory Workers Compensation insurance as required to protect Seller from all claims under any applicable workers compensation and occupational disease law. Seller shall furnish to Buyer, prior to beginning work hereunder, a Certificate of Insurance completed by its insurance carrier(s) certifying that the required insurance coverage is in effect and will not be canceled or materially changed without ten (10) days prior written notice to Buyer.

**PATENT, COPYRIGHT, TRADE SECRET, OR OTHER PROPRIETARY RIGHT ASSIGNMENT AND INDEMNITY:** All work created by Seller pursuant to Buyer's specifications shall be deemed "Work for Hire", and all rights in any patent, copyright, or other proprietary right resulting from such work shall belong solely to Buyer, and shall be assigned to Buyer from Seller upon request. Seller shall defend, at its sole expense, any suit or proceeding brought against Buyer or its Customer which is based in whole or in part on a claim that any Items or Services, or any part thereof, furnished by Seller under this Order constitutes an infringement of any patent, copyright, trade secret, or other proprietary right of a third party. Seller shall pay all damages and costs awarded therein, provided Seller is notified by Buyer in writing and given authority, information, and assistance (at Seller's expense) for the defense of same. In the event that the use of said Items or Services, or part thereof, is held to constitute an infringement of any patent, copyright, trade secret, or other proprietary right, and the use thereof is enjoined; Seller shall, at its sole expense, either procure for Buyer the right to continue using such Items or Services, replace the same with non-infringing Items or Services meeting Buyer's requirements, or modify the Items or Services so as not to infringe upon such third party's rights. Any modification to the Items or Services, however, must be approved in writing by Buyer. If none of the foregoing is possible, Seller shall take back such Items or Services and refund to Buyer the purchase price and the transportation and installation costs thereof. Notwithstanding any language to the contrary herein, Seller shall not be liable with respect to any claims of infringement for any article or invention which, by Buyer's written specifications or instructions, is specifically required to be used on or in connection with performance the Order, unless Seller had prior knowledge of the infringing nature of such use and fails to so notify Buyer.

**REMEDIES:** The rights and remedies of the Buyer provided in this Order shall not be exclusive, and are in addition to any other rights and remedies provided by law.

**TERMINATION:** In addition to any other rights of Buyer to cancel or terminate this Order, Buyer may, at its option, immediately terminate for convenience all or any part of this Order, at any time and for any reason, by giving written notice to Seller. Upon such termination, Buyer shall pay to Seller the following amounts without duplication: (a) the Order price for all Items or Services which have been completed in



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accordance with this Order and not previously paid for; and (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the Items and Services under this Order to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this Order; less, however, the reasonable value or cost (whichever is higher) of any Items or materials used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed Items or materials. Buyer will make no payment for finished Items, work-in-process, or raw materials fabricated or procured by Seller in amounts in excess of those required to perform this Order, nor for any undelivered Items which are in Seller's standard stock or which are readily marketable. Payments made under this paragraph shall not exceed the aggregate price payable by Buyer for finished Items which would be produced by Seller under the Order outstanding at the date of termination. Within thirty (30) days from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer or its agents shall have the right to audit and examine all books, records, facilities, work, material, inventories, and other items related to any termination claim of Seller.

**SELLER INFORMATION:** Any knowledge or information which Seller shall have disclosed or may hereafter disclose to Buyer, and which in any way relates to the Items or Services covered by this Order and Buyer's specifications, shall not, unless otherwise specifically agreed to in writing by Buyer, be deemed to be confidential or proprietary information, and shall be acquired by Buyer free from any restrictions as part of the consideration for this Order.

**INSOLVENCY:** If Seller ceases to conduct its operations in the normal course of business, including inability to meet its obligations as they mature, or if any proceeding under bankruptcy or insolvency laws is brought by or against Seller, or a receiver for Seller is appointed or applied for, or an assignment for the benefit of creditors is made by Seller, Buyer may terminate this Order immediately without further liability, except for deliveries previously made or for Items covered by this Order already completed and delivered in accordance with the terms of the Order.

**RELATIONSHIP OF PARTIES:** Seller and Buyer are independent contracting parties, and nothing in this Order shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does this Order grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

**CONSEQUENTIAL DAMAGES:** Notwithstanding any other provision herein, Buyer shall not be responsible for any consequential, indirect, incidental, or special damages.

**COMPLIANCE WITH LAWS:** Seller agrees to comply with the applicable provision of any federal, state, or local law or ordinance, and all lawful orders, rules, and regulations issued thereunder. Seller hereby certifies that it is in compliance with any provisions, representations, agreements, or contractual clauses required thereby to be included or incorporated by reference or operation of law in the Order. Seller hereby agrees to indemnify Buyer against any loss, cost, liability, or damage by reason of Seller's violation of any laws, ordinances, orders, rules, or regulations applicable to this Order.

**HEALTH AND SAFETY:** If Seller performs work at the premises of Buyer or its Customer, Seller shall comply with any health and safety rules of Buyer or its Customer. Compliance with such requirements shall represent the minimum standard required of Seller, and Seller shall be responsible for examining all requirements and determining whether additional or more stringent provisions are required for performance of the work. Seller shall be responsible for preparing and implementing its own project health and safety plans and programs, and all other written programs required by any applicable regulations. Seller shall furnish protective devices and clothing as may be required by applicable laws, regulations, health and safety plans, or rules and regulations, and shall ensure that such devices and clothing are properly used. Seller shall comply with training and medical monitoring requirements regarding its employees, agents, subcontractors, and other invitees to the extent required by applicable laws, regulations, health and safety plans, or rules and regulations, and shall pay the costs and expenses thereof without further cost to Buyer.

**SAFETY DATA SHEETS:** If, pursuant to 29 CFR 1910.1200, a Safety Data Sheet is required to be provided with the Items ordered hereunder, the Order shall not be considered complete by Buyer, and payment may be withheld, until such time as the Safety Data Sheet is received.



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**FORCE MAJEURE:** Neither party shall be liable for delays due to acts of God, acts of governmental authority, acts of public enemy, war, fires, floods, epidemics, strikes, labor troubles, nor causes or contingencies reasonably beyond its control, but this paragraph shall not prevent Buyer from canceling this Order in accordance with the clause hereof titled "Termination".

**SET-OFF:** Buyer shall be entitled to set-off any amount owing at any time from Seller or any of its affiliated companies to Buyer against any amount payable at any time by Buyer in connection with this Order.

**ASSIGNMENT:** Neither this Order nor any interest, duty, or right hereunder shall be assigned or otherwise transferred by Seller to any third party without the prior written consent of Buyer, and such consent, if granted, shall not release Seller from its obligations and liabilities.

**WAIVER:** The failure of Buyer at any time to require performance by Seller of any provision of this Order shall in no way affect Buyer's right to require such performance at any time thereafter, nor shall the waiver by Buyer of a breach of any provision of this Order constitute a waiver of any succeeding breach of the same or any other provision.

**CLEARANCE OF MATERIAL FOR PUBLIC RELEASE:** No news release, advertisement, public announcement, denial or confirmation of same relating to any part of the subject matter of this Order or any phase of any work performed hereunder shall be made directly or indirectly without prior written approval of Buyer. If this Order is issued under a Government contract, the Government is excluded from the restrictions set out in this provision.

**SEVERABILITY:** If any provision of this Order, or part thereof, shall be invalid or unenforceable, such provision or part shall be deemed severed, and the remainder hereof shall be given full force and effect.

**APPLICABLE LAW:** This Order and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions. The choice of venue in settling disputes that may arise under this Order is Travis County, Texas.

**U.S. GOVERNMENT PROCUREMENT REGULATION CLAUSES:** (1) If this Order is placed or arises under a U.S. Government prime contract or a subcontract issued in furtherance of the same (a "Government Contract"), this Order includes, and incorporates by reference, all clauses and other contractual provisions which must be included in subcontracts either under the terms of the Government Contract or under applicable law, including those not physically incorporated in the Government Contract, but either referenced or cited therein, or included by operation of law.

(2) Seller agrees to comply with 31 U.S.C. 1352, relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431, relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409, relating to whistleblower protections; 49 U.S.C. 40118, Fly American Act; and 41 U.S.C. 423, relating to procurement integrity.

(3) If applicable, Seller shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

(4) If applicable, Seller shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

(5) In addition to the forgoing, the clauses listed below as set forth in 48 CFR 52.2, the Federal Acquisition Regulation (FAR), and 48 CFR 252.2, the Department of Defense FAR Supplement (DFARS), as in effect at the date of this Order, are incorporated herein by this reference in this Order with the same force and effect as if they were given in full text. Where necessary to make the context of these clauses applicable to this Order, the term "Contractor" shall mean "Seller", the term "Contract" shall mean "Order", and the terms "Government", "Contracting Officer", and similar terms shall mean "Buyer" in addition to or in lieu of "Government", "Contracting Officer", or the like, as the case may require.

FAR 52.222-26 Equal Opportunity;

FAR 52.222-41 Service Contract Labor Standards (for Orders requiring provision of Services);

FAR 52.222-50 Combating Trafficking in Persons;





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FAR 52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (for Orders requiring provision of Services);

FAR 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (for Orders requiring provision of Services);

FAR 52.222-55 Minimum Wages Under Executive Order 13658 (for Orders requiring provision of Services);

DFARS 252.246-7003 Notification of Potential Safety Issues;

DFARS 252.247-7023 Transportation of Supplies by Sea;

DFARS 252.247-7024 Notification of Transportation of Supplies by Sea;

FAR 52.222-54 Employment Eligibility Verification (for Orders valued at \$3,000.00 or more);

FAR 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (for Orders valued at \$10,000.00 or more);

FAR 52.222-36 Equal Opportunity for Workers with Disabilities (for Orders valued at \$15,000.00 or more);

FAR 52.222-35 Equal Opportunity for Veterans (for Orders valued at \$100,000.00 or more);

FAR 52.222-37 Employment Reports on Veterans (for Orders valued at \$100,000.00 or more);

FAR 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (for Orders valued at \$100,000.00 or more); and

FAR 52.219-8 Utilization of Small Business Concerns (for Orders valued at \$150,000.00 or more).

**EXPORT REQUIREMENTS:** (1) Seller is advised that performance of this Order may involve the use of or access to articles, technical data, or software that is subject to export controls under 22 U.S.C. 2751–2796 and 22 CFR 120-130 or 50 U.S.C. 2401–2420 and 15 CFR 768–799, and their successor and supplemental laws and regulations (collectively hereinafter referred to as “Export Laws and Regulations”). Seller represents and warrants either (a) that it is a “U.S. Person” as that term is defined in the Export Laws and Regulations; or (b) that it has disclosed to Buyer in writing the country in which it is incorporated or otherwise organized to do business, or if a natural person, all citizenships and U.S. immigration status. Seller shall comply with any and all Export Laws and Regulations, and any license(s) issued thereunder. (2) Seller shall not give any “Foreign Person” (including Seller's own non-U.S. employees or affiliates) access to “Technical Data”, software, or “Defense Articles”, or provide unauthorized “Defense Services”, as those terms are defined in the applicable Export Laws and Regulations, without the prior written consent of Buyer. Any request for such consent must state the intended recipient’s citizenships and status under 8 U.S.C. 1101 and 8 U.S.C. 1324, and such other information as Buyer may reasonably request. No consent granted by Buyer in response to Seller’s request under this paragraph shall relieve Seller of its obligations to comply with any other provisions contained herein or the Export Laws and Regulations, nor shall any such consent constitute a waiver of the requirements of this Order, nor constitute consent for Seller to violate any provision of the Export Laws and Regulations.

(3) Seller shall indemnify and save harmless Buyer from and against any and all damages, liabilities, penalties, fines, costs, and expenses, including attorneys' fees, arising out of claims, suits, allegations, or charges of Seller’s failure to comply with the provisions of this Order and breach of the warranties set forth herein. Any failure of Seller to comply with the requirements or any breach of the warranties contained in this clause shall be a material breach of this Order.

(4) The substance of this clause or language similar to its effect shall be incorporated into any subcontract or purchase order entered into by Seller for the performance of any part of the work under this Order.

**ENTIRE AGREEMENT:** This Order, together with the attachments, exhibits, or supplements specifically referenced herein, constitutes the entire agreement between Buyer and Seller with respect to the matter contained herein, and supersedes all prior oral or written representations and agreements. No course of prior dealings between the parties and no usage of the trade shall be relevant to determine the meaning of this Order.