

SECTION 1: ACCEPTANCE AND MODIFICATION OF TERMS

The Seller's acceptance is expressly limited to the written terms of this Purchase Order (this "Order"). No additional or different terms shall be binding. Any of the following acts by the Seller shall constitute acceptance: a) Signing and returning a copy of this Purchase Order, b) Commencing performance of any effort required to complete this Purchase Order, c) Informing All Points of the initiation of any effort required to complete this Purchase Order; or d) Shipping of any Goods in performance of this Purchase Order.

SECTION 2: GENERAL RELATIONSHIP

The Seller is not an employee of All Points for any purpose whatsoever. Seller agrees that in all matters relating to this Order it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Order.

SECTION 3: SUBCONTRACTS AND ASSIGNMENTS

Neither this Order nor any interest herein nor claim hereunder may be assigned by Seller, nor may all or substantially all of this Order be subcontracted by Seller without the prior written consent of All Points.

SECTION 5: RESPONSIBILITY FOR SUPPLIES

Seller shall bear the risk of loss of, or damage to, the supplies covered by this Order, until delivered to All Point's facility (or to such other place as may be designated by this Order) and accepted by All Points, including any defective, nonconforming (form, fit or function) or rejected supplies.

SECTION 7: PACKAGING AND SHIPPING

Any goods purchased hereunder must be suitably packed and prepared for shipment to secure the lowest transportation rates or appropriately packed to comply with any specific transportation specifications of All Points, and in all cases, to comply with carrier's regulations. All charges for packing, crating and transportation are included in the price for the goods set forth herein and will be paid by Seller. A Packing List shall accompany each box or package shipment showing the order number specified hereon as well as the item number and a description of the goods. In the event that no such Packing List accompanies any shipment, the count, weight or other measure of All Points shall be final and conclusive. ALL POINTS shall not be obligated to accept any shipments in excess of the ordered quantity and any excess or advance shipments may be returned to Seller at Seller's expense.

SECTION 8: CHANGES AND SUSPENSION

All Points may, by written notice to Seller at any time, make changes within the general scope of this Order in any one or more of the following: (a) drawings, designs or specifications; (b) quantity; (c) time or place of delivery; (d) method of shipment or packing. All Points may, for any reason, direct Seller to suspend, in whole or in part, delivery of goods or performance of services hereunder for such period of time as may be determined by All Points in its sole discretion. If any such change or suspension causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this Order, an equitable adjustment shall be made in the Order price or delivery schedule, or both, provided Seller shall have notified All Points in writing of any claim

for such adjustment within twenty (20) days from the date of notification of the change or suspension from All Points. No such adjustment or any other modification of the terms of this Order will be allowed unless authorized by All Points by means of a written modification to this Order. Seller shall proceed with the work as changed without interruption and without awaiting final determination of such adjustment or modification.

SECTION 9: NOTICE OF DELAYS

Whenever the Seller has knowledge that any actual or potential issue, event, or circumstance is delaying or threatens to delay the timely performance of this Order, the Seller shall immediately give written notice thereof, including all relevant information with respect thereto, to the All Points.

SECTION 10: COMPLIANCE WITH LAWS

Seller shall comply with the applicable provisions of any federal, state or local law or ordinance and all orders, rules and regulations issued there under.

SECTION 11: DELIVERY

Time is of the essence with respect to each term and condition that is a part of this Order. The date specified for delivery or performance is the required delivery date at All Points' facility or other specified location (FOB Destination), unless otherwise specifically noted herein. All Points reserves the right to refuse any goods or services and to cancel all or any part hereof if Seller fails to deliver all or any part of any goods or perform all or any part of any services in accordance with the terms specified herein. If Seller's deliveries will not meet agreed schedules, All Points may require Seller to ship via a more rapid route or carrier in order to expedite such delivery and any difference in cost caused by such change shall be paid by Seller. Delivery shall not be deemed to be complete until goods have been actually received and accepted by All Points, notwithstanding delivery to any carrier, or until orders for services have been performed, received and accepted.

SECTION 12: INSPECTION

All goods supplied and services performed shall be subject to inspection and test by All Points, at its option, may reject or refuse acceptance of Items, which do not meet the requirements specified in the Purchase Order. In the event goods or services are not in accordance with the specifications and instructions of All Points, All Points may require prompt correction, repair, replacement or re-performance thereof at All Points' option and Seller's sole expense. If Seller is unable to accomplish the foregoing, then All Points may procure such goods or services from another source and charge to Seller's account all costs, expenses and damages associated therewith. After Seller is notified of the foregoing defects or non-conformities, all risk of loss with respect to such goods shall be the responsibility of Seller and Seller shall pay all packing and shipping charges in connection with such defective or non-conforming goods. All Points' acceptance of goods or services or the approval of designs furnished by Seller shall not relieve Seller of its obligations hereunder.

SECTION 13: ACCEPTANCE

Acceptance of any part of the Order or service shall not bind All Points to accept the entire order or services nor does partial acceptance obligate acceptance of future shipments or performance of services nor deprive it of the right to return goods already accepted and shall not be deemed to be a

waiver of All Point's right to cancel or return all or any part of the goods because of failure to conform to the Order or by reason of defects, whether latent or patent, or other breach of warranty, or to make any claim for damages, including manufacturing cost or loss of profits, injury to reputation or other special, consequential and incidental damages.

SECTION 14: PAYMENT

Invoices shall be submitted for each delivery and shall contain, to the extent applicable, the following information: order number, item number, and description of articles, sizes, quantities, unit prices and extended totals. Invoices submitted hereunder will be paid Net 30 Days after receipt of proper invoice or acceptance of delivered items by All Points, whichever occurs later.

SECTION 15: WARRANTY

Seller represents and warrants that: (1) all goods delivered pursuant hereto will be new, unless otherwise specified, and free from defects in material and workmanship; (2) all goods will conform to applicable specifications, drawings, and standards of quality and performance, and all items will be free from defects in design and suitable for their intended purpose; (3) the goods covered by this Order are fit and safe for consumer use, if so intended; and (4) that any services performed hereunder shall be performed in accordance with the specifications and instructions of All Points, and with that degree of skill and judgment exercised by recognized professional firms performing services of a similar nature and consistent with best practices in the industry. All representations and warranties of Seller are made to All Points and All Points' customers. Remedies under this warranty shall include, without limitation, at All Points' option and at Seller's sole expense, prompt repair, replacement, re-performance, or reimbursement of the purchase price. The foregoing warranties shall survive any delivery, inspection, acceptance or payment by All Points.

SECTION 16: TERMINATION FOR CONVENIENCE

All Points may terminate this Order, in whole or in part, at any time for any reason whatsoever by giving not less than seven (7) days written notice to Seller. If this Order is so terminated, All Points shall pay Seller only for that portion of the services actually performed and for documented expenses incurred by Seller and authorized by All Points prior to the date of termination. Under no circumstance shall All Points be liable for any other damages whatsoever, including loss of anticipated profit on account of such termination. Notwithstanding any partial termination of services, Seller shall continue to perform and complete any remaining services required.

SECTION 17: TERMINATION FOR DEFAULT

(a) All Points may terminate this Purchase Order in whole or any part to the extent the Seller fails to perform or timely perform any of its material obligation under this order. In the event and to the extent of any cancellation under this term, all obligations of All Points and all rights and licenses of the Seller under the Purchase Order shall thereupon be cancelled, and all rights and licenses of All Points and all accrued obligations of the Seller under the Purchase Order shall survive, but only with respect to the goods and services covered by the cancellation notice. The seller shall continue to perform those obligations under this Purchase Order to the extent not cancelled. All Points may return, and the Seller shall have no claim against All Points for, Goods or Services not accepted by All Points or for rejected Goods and Services. The Seller shall submit any claims for compensation under this term within thirty (30) days after the effective date of Termination for Default. The Seller

hereby waives release, and renounces any claim for compensation not made within this period. If, after issuance of a default notice under this term, it is determined for any reasons that the Seller was not in default, or the default was excusable under the terms of this order, then there will be no cancellation and the Purchase Order will be terminated for convenience in accordance with the terms of the clause entitled “Termination for Convenience”, as of the date the cancellation would have taken effect under this term.

SECTION 18: TAXES

The price(s) set forth herein shall include all applicable Federal, State and local taxes and duties.

SECTION 19: ADVERTISING

Seller shall not, without first obtaining the written consent of All Points, in any manner advertise or publish the fact that Seller has furnished or contracted to furnish

SECTION 21: CONFIDENTIALITY AND USE OF BUYER FURNISHED ITEMS/INFORMATION

Seller agrees that it will keep confidential and not disclose, disseminate or publish the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data, computer programs and software or other technical or proprietary information furnished, loaned or bailed by All Points hereunder (hereinafter collectively referred to as “Items/Information”, and use such Items/Information only in the performance of this Purchase Order or, if authorized, other orders from All Points and not otherwise, without All Points’ prior written consent. Notwithstanding any other provision herein, All Points and Seller shall each retain ownership of, and all right, title and interest in and to, their respective pre-existing Intellectual Property. All such Items furnished, loaned or bailed by All Points hereunder, or fabricated, manufactured, purchased, or otherwise acquired by Seller for the performance of this Purchase Order and specifically charged to All Points, are the property of All Points. Upon completion, expiration or termination of this Purchase Order, Seller shall return all such Items in good condition, reasonable wear only excepted, together with all spoiled and surplus Items to All Points, or make such other disposition thereof as may be directed or approved by All Points. Seller agrees to replace, at its expense, all such Items not so returned. Seller shall make no charge for any storage, maintenance or retention of such Items. Seller shall bear all risk of loss for all such Items in Seller's possession. Seller also agrees to use any designs or data contained or embodied in such Items in accordance with any restrictive legends placed on such Items by the All Points or any third party. If All Points furnishes any material for fabrication hereunder, Seller agrees:

(i) not to substitute any other material for such fabrication without All Points’ prior written consent, and (ii) that title to such material shall not be affected by incorporation in or attachment to any other property.

SECTION 22: PATENTS AND DATA

(a) If any intellectual property resulting from work is performed hereunder, it is the property of All Points unless otherwise specified in writing. Seller grants to All Points an irrevocable, exclusive, fully transferable, royalty-free license to make, have made, use and sell any invention, improvement

or discovery (whether or not patent-able) that Seller conceives of or first actually reduces to practice in the performance of this Order.

(b) Seller grants to All Points an irrevocable, exclusive, fully transferable, royalty-free license to reproduce, translate, publish, use and disclose, and to authorize others to do so, for any purpose, (i) any copyrighted or copyrightable material delivered or incorporated into any deliverable hereunder; and (ii) all or any part of any deliverable hereunder, including without limitation, any reports, drawings, blueprints, data, software and technical information.

SECTION 23: INDEMNIFICATION

(a) Seller shall indemnify, defend and hold All Points harmless from and against any and all damages, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of or relating to any claims, causes of action, lawsuits or other proceedings, regardless of legal theory, that result, in whole or in part, from Seller's (or any of Seller's subcontractors, suppliers, employees, agents or representatives): (i) intentional misconduct, negligence, or fraud, (ii) breach of any representation, warranty or covenant made herein, or (iii) products or services including, without limitation, any claims that such products or services infringe any United States patent, copyright, trademark, trade secret or any other proprietary right of any third party.

(b) All Points shall promptly notify Seller of any claim against All Points that is covered by this indemnification provision and shall authorize representatives of Seller to settle or defend any such claim or suit and to represent All Points in, or to take charge of, any litigation in connection therewith.

SECTION 24: INFRINGEMENT INDEMNITIES

Seller shall indemnify, defend and hold All Points and All Points' customers (hereinafter collectively referred to as "All Points") harmless from and against any claim, suit or proceeding ("claim") brought against All Points asserting that the goods or services, or any part thereof, furnished under this Order, or All Points use (including resale) thereof, constitutes an infringement of any patent, trademark, trade secret, copyright or other intellectual property right, and Seller shall pay all damages and costs awarded against and reasonable expenses incurred by All Points in connection with such claim including reasonable attorneys' fees. In the event such goods or services or use thereof are enjoined in whole or in part, Seller shall at its expense and option undertake one of the following: (i) obtain for All Points the right to continue the use of such goods or services; (ii) in a manner acceptable to All Points, substitute equivalent goods or services or make modifications thereto so as to avoid such infringement and extend this indemnity thereto; or (iii) refund to All Points an amount equal to the purchase price for such goods or services plus any excess costs or expenses incurred in obtaining substitute goods or services from another source.

SECTION 25: NON-WAIVER OF RIGHTS

The failure of All Points to insist upon strict performance of any of the terms and conditions in this Order or to exercise any rights or remedies, shall not be construed as a waiver of its rights to assert any of same or to rely on any such terms or conditions at any time thereafter. Any rights and remedies specified under this Order shall be cumulative, non-exclusive and in addition to any other rights and remedies available at law or equity. The invalidity in whole or in part of any term or condition of this Order shall not affect the validity of other parts thereof.

SECTION 26: EXPORT CONTROL COMPLIANCE FOR FOREIGN PERSONS

The technology subject to this Order (together including data, services, and hardware provided hereunder) may be controlled for export purposes under the International Traffic in Arms Regulations (ITAR) controlled by the U.S. Department of State or the Export Administration Regulations (“EAR”) controlled by the U.S. Department of Commerce. ITAR controlled technology may not be exported without prior written authorization and certain EAR technology requires a prior license depending upon its categorization, destination, end-user and end-use. Exports or re-exports of any U.S. technology to any destination under U.S. sanction or embargo are forbidden. Access to certain technology (“Controlled Technology”) by Foreign Persons (working legally in the U.S.), as defined below, may require an export license if the Controlled Technology would require a license prior to delivery to the Foreign Person’s country of origin. Seller is bound by U.S. export statutes and regulations and shall comply with all U.S. export laws.

Seller shall have full responsibility for obtaining any export licenses or authorization required to fulfill its obligations under this Order. Seller hereby certifies that all Seller employees who have access to the Controlled Technology are U.S. citizens, have permanent U.S. residency or have been granted political asylum or refugee status in accordance with 8 U.S.C. 1324b(a)(3). Any non-citizens who do not meet one of these criteria are “Foreign Persons” within the meaning of this clause but have been authorized under export licenses to perform their work hereunder.

SECTION 27: STANDARDS OF BUSINESS ETHICS & CONDUCT

All Points believes in fair and open competition and is committed to conducting its business fairly, impartially and in an ethical and proper manner. All Points’ expectation is that Seller also will conduct its business fairly, impartially and in an ethical and proper manner. If Seller has cause to believe that All Points or any employee or agent of All Points has acted improperly or unethically under this agreement/order, Seller shall report such behavior to All Points’ Chief Administrative Officer (770) 235-0163.

SECTION 28: ANTI-KICKBACK ACT OF 1986 and U.S. FOREIGN CORRUPT PRACTICES ACT OF 1977

By accepting this Order, Seller certifies that it has not offered, provided, or solicited and will not offer, provide, or solicit any kickback in violation of FAR 52.203-7 or the Anti-Kickback Act of 1986 (41 USC §§ 51-58), both of which are incorporated herein by this specific reference, except that paragraph (c)(1) of FAR 52.203-7 shall not apply unless this Order exceeds \$150,000. “Kickback” means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind that is provided, directly or indirectly, for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or a subcontract relating to a prime contract. Seller agrees to indemnify, defend, and hold All Points harmless from and against any losses, liabilities, offsets and expenses (including reasonable attorney’s fees) arising out of or relating to Seller’s failure to comply with the provisions of the Anti-Kickback Act or FAR 52.203-7.

Seller represents, warrants and covenants to All Points that neither Seller nor its affiliates, nor any of Seller’s or its affiliates’ respective officers, directors, employees, partners or agents (or stockholders, distributors, representatives or other persons acting on the express, implied or apparent authority of Seller) have paid, given or received or have offered or promised to pay, give or receive,



nor shall any of the foregoing parties pay, give or receive or offer or promise to pay, give or receive at any time during the term of this Order, any bribe or other unlawful payment of money or other thing of value, any unlawful discount, or any other unlawful inducement, to or from any person, quasi-governmental entity or Agency in the United States, or elsewhere in connection with or in furtherance of the business of Seller (including, without limitation, any offer, payment or promise to pay money or other thing of value (a) to any foreign official, political party (or official thereof) or candidate for political office for the purposes of influencing any act, decision or omission in order to assist Seller in obtaining business for or with, or directing business to, any person, or (b) to any person, while knowing that all or a portion of such money or other thing of value will be offered, given or promised to any such official or party for such purposes). The business of Seller is not in any manner dependent upon the making or receipt of such payments, discounts or other inducements. Seller has not otherwise taken any action that would cause Seller to be in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §§ 78dd-1, et seq.), or any applicable laws of similar effect.

SECTION 29: COUNTERFEIT WORK

1. Seller shall not furnish Counterfeit Work to Buyer. For purposes of this clause, Work consists of those parts delivered under this Purchase Order that are the lowest level of separately identifiable items (e.g., articles, components, goods, and assemblies). "Counterfeit Work" means Work that is or contains misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also includes approved Work that has reached a design life limit or has been damaged beyond possible repair, but is altered and misrepresented as acceptable.
1. Seller shall not deliver Counterfeit Work to All Points under this Contract.
2. Seller shall only purchase products to be delivered or incorporated as Work to All Points directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by All Points.
3. Seller shall immediately notify All Points with the pertinent facts if Seller becomes aware or suspects that it has furnished Counterfeit Work. When requested by All Points, Seller shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.
4. This clause applies in addition to any quality provision, specification, statement of work or other provision included in this Purchase Order addressing the authenticity of Work. To the extent such provisions conflict with this clause, this clause prevails.
5. In the event that Work delivered under this Purchase Order constitutes or includes Counterfeit Work, Seller shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Purchase Order. Notwithstanding any other provision in this Contract, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation All Points' costs of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies All Points may have at law, equity or under other provisions of this Contract.
6. Seller shall include paragraphs (1) through (5) and this paragraph (7) of this clause or equivalent provisions in lower tier Purchase Orders for the delivery of items that will be included in or furnished as Work to All Points.

SECTION 30: COMMERCIAL ITEMS FLOWDOWNS FOR PURCHASES UNDER FEDERAL PROGRAMS –FAR 52.244-6 and DFAR 252.244-7000

1. For the acquisition of commercial items under purchase orders/subcontracts placed in support of, and charged to, a U.S. Government prime contract or subcontract, the only FAR clauses that are required by FAR 52.244-6 are:

52.203-13, Contractor Code of Business Ethics and

52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009

52.219-8, Utilization of Small Business Concerns

52.222-21 Prohibition of Segregated Facilities

52.222-26 Equal Opportunity

52.222-35 Equal Opportunity for Veterans

52.222-36 Equal Opportunity for Workers with Disabilities

52.222-37 Employments Reports on Veterans

52.222-40 Notification of Employee Rights Under the National Labor Relations Act

52.222-50 Combating Trafficking in Persons (22 U.S.C. chapter 78 and E.O. 13627) with Alternate I

52.222-55 Establishing a Minimum Wage for Contractors

52.225-26 Contractors Performing Private Security Functions Outside the United States

52.232-40 Providing Accelerated Payments to Small Business Subcontractors

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels

252.244-7000 Subcontracts for Commercial items and Commercial Components (DOD Contracts)

While not required, All Points may flow down to subcontracts for commercial items additional clauses necessary to satisfy its contractual obligations.