

Purchase Order Terms and Conditions

1. ACCEPTANCE. Issuance of this Purchase Order ("PO") constitutes Buyer's ("Bill To") acceptance of Seller's ("Supplier") offer to sell, said acceptance and resulting agreement being subject solely to the Purchase Order Terms and Conditions set forth herein unless otherwise agreed to in a written document executed by both parties. All terms and conditions proposed by Seller which are different from or in addition to this PO are unacceptable to Buyer, are expressly rejected by Buyer, and shall not become a part of this PO. All modifications of this PO shall be made in accordance with Section 20(j) below.

2. ETHICAL STANDARDS

Seller agrees that, with respect to its role as Seller to Buyer including any interaction with any employee of Buyer, it shall not: (a) give or offer to give any gift or benefit to said employee, (b) solicit or accept any information, data, services, equipment, or commitment from said employee unless same is (i) required under a contract between Buyer and Seller, or (ii) made pursuant to a written disclosure agreement between Buyer and Seller, or (iii) specifically authorized in writing by Buyer's management, (c) solicit or accept favoritism from said employee, and (d) enter into any outside business relationship with said employee without full disclosure to, and prior approval of, Buyer's management. As used herein: "employee" includes members of the employee's immediate family and household, plus any other person who is attempting to benefit from his or her relationship to the employee; "Seller" includes all employees and agents of Seller; "gift or benefit" includes money, goods, services, discounts, favors and the like in any form but excluding low value advertising items such as pens, pencils and calendars; and "favoritism" means partiality in promoting the interest of Seller over that of other Sellers. Such activity by Seller shall constitute breach of contract by Seller and may further result in Seller's debarment.

Compliance with Buyer's Supplier Code of Conduct, Anti-Corruption and Anti-Bribery Laws.

Seller acknowledge that it has read and agree to comply with Conduent's Supplier Code of Conduct as amended from time to time, available at https://downloads.conduent.com/content/usa/en/document/2018-Conduent-Supplier-Code-of-Conduct.pdf#_ga=2.198065775.1912816225.1583833943-1745819114.1581407485

3. PRICE AND PAYMENT TERMS

- (a) Prices are (i) not subject to increase, (ii) inclusive of all applicable taxes, and (iii) not to exceed Seller's lowest prevailing price for items of like quantity and quality during the period from PO issuance to delivery. Buyer will not pay extra charges for packing, packaging or transportation. Packaging shall be as specified by Buyer.
- (b) Seller agrees to achieve global benchmark cost and use best efforts to deliver double-digit year over year productivity. Buyer reserves the right to deny payment for invoices received by Buyer greater than ninety (90) days from the delivery date.
- (c) Unless expressly set forth in the underlying agreement, (i) Seller will invoice Buyer only after delivery of the items/services and (ii) Buyer will send payments for undisputed invoices within ninety (90) days of receipt of such invoice.

4. SHIPMENT/DELIVERY

Time is of the essence. Upon Seller's failure to meet the shipment, delivery or completion dates specified, Buyer, without liability and in addition to other rights and remedies, may terminate this PO as to non-shipped, delivered or completed items by notice to Seller and purchase substitute items. Seller shall, within (fifteen) 15 days of notice thereof, reimburse Buyer for all additional costs and expenses incurred.

5. WARRANTIES

- (a) Seller warrants good and marketable title to Buyer, that Buyer is relying on Seller's skill to furnish suitable items/services and expertise to design, manufacture, install and, where applicable, to maintain the equipment in a safe manner, and that the items/services furnished will be (i) in full compliance with Buyer's specifications, quality standards, blueprints, drawings, data and Seller's samples, if any, (ii) fit for the use intended by Buyer, and (iii) free from any actual or claimed intellectual property right of a third party. Seller further warrants that no shipments to Buyer pursuant to this PO contain any unauthorized explosives, destructive devices, or hazardous materials pursuant to DOT Hazardous Materials Regulations (49 CFR 171 et seq.) and ICAO and IATA regulations.
- (b) Seller agrees that the warranties shall survive for one year following acceptance by Buyer, unless otherwise stated on the face of this PO, and shall be in addition to any warranties (i) expressly provided for

or implied by the Uniform Commercial Code as adopted by the state of New York, and (ii) expressly made by Seller. (c) Seller further warrants and represents that (i) Seller's internal computer-based communications and business systems infrastructure and (ii) all work product of Services provided pursuant to this PO, individually and in combination with any hardware and/or software provided by Seller or specified hereunder, will accurately process date and date related data. Nothing in this warranty shall be construed to limit any rights or other remedies Buyer may have under this PO or applicable law with respect to uncorrected program errors or defects.

6. INSPECTION

Each item purchased or services provided are subject to Buyer's inspection and approval at any place reasonably designated by Buyer. Buyer may, without liability, reject or refuse acceptance of items or services which do not conform in all respects to (a) any instruction contained herein, (b) the quantity ordered by Buyer, in which case the delivered items or services shall all be deemed non-conforming, (c) Buyer's specifications, blueprints, drawings, data and Seller's samples, if any, (d) any applicable warranty, whether express or implied, and (e) Buyer's quality standards. With respect to non-conforming items, Buyer, in its sole discretion, may hold such items for Seller's instructions at Seller's risk and expense or return such items to Seller at Seller's risk and expense. Payment of any item does not constitute acceptance thereof. Buyer may inspect by means of sampling. Buyer, in such event, may reject any lot tested which fails to demonstrate acceptable quality level and, for any rejected lot, Buyer may return same to Seller for prompt replacement or credit, at Buyer's option, without further cost or charge to Buyer.

7. STANDARDS OF PERFORMANCE

The services, including delivery of goods, shall be timely and fully performed in a safe and workmanlike manner in accordance with the reasonable instructions of Buyer and the industry standard of care prevailing among similarly qualified and experienced persons in the performance of comparable work. The services, including the goods provided, will conform to the all requirements and specifications identified in this PO and shall be free from defects of any kind of material or workmanship and suitable for their intended purpose. As part of the services, Seller shall pay for all supplies, fuel, uniforms, equipment, machinery, repairs, transportation, material labor, insurance premiums of any kind or description, sales taxes, salaries, federal and state employment taxes, any similar payroll taxes relating to Seller's employees and all other expenses whatsoever incurred in the performance of the services, and Seller shall obtain and pay for all applicable permits and governmental fees, licenses and inspections necessary and incidental to the performance of the services. Seller shall take reasonable precautions to prevent injury (including illness) to any person or damage property. Seller shall take all action necessary to ensure that Seller's employees work in harmony with, and do not interfere with or disrupt or cause labor disharmony with the activities of Buyer or any third party.

8. FORCE MAJEURE

if Seller or Buyer is prevented from fulfilling its obligations hereunder as a result of government actions, regulations, fires, strikes, pandemics, accidents or other causes beyond the control of either party, both parties' obligations shall be suspended for a reasonable time during which such conditions exist.

9. CHANGES

Buyer reserves the right to change any of the following: (a) specifications, blueprints, drawings, and data incorporated in this PO where the items are specifically manufactured for Buyer; (b) method of packaging, packing or shipment; and, (c) place and/or time of delivery. If any change increases or decreases the cost or time required for performance hereunder, an equitable adjustment shall be made in the price and/or delivery schedule. Unless asserted in writing within 30 days from receipt by Seller of the change(s), Seller's claim for adjustment shall be deemed waived. Nothing contained herein shall relieve Seller from proceeding without delay in the performance of this PO as changed. In addition, if by virtue of an intellectual property infringement suit an injunction is issued against Seller or Buyer, which prohibits or limits the use of any items or services purchased hereunder, Seller, at Buyer's request and option and at no additional cost to Buyer, shall supply Buyer with non-infringing replacement items or services of a similar kind or quality, or obtain a license for Buyer to use infringing items, or refund the purchase price.

10. INDEMNIFICATION

(a) Seller agrees to defend, indemnify, and hold Buyer harmless from and against any and all liability, loss, damage, suit, action or legal proceeding of any kind arising out of or in connection with Seller's performance (including without limitation personal injury, property damage, environmental damage, and infringement or misappropriation of intellectual property rights), together with reasonable attorneys' fees incurred in connection with any of the foregoing. Seller shall, at Buyer' option and Seller's expense, intervene in or defend any such proceedings upon notice from Buyer. (b) In addition, if by virtue of an intellectual property infringement suit an injunction is issued

against Seller or Buyer which prohibits or limits the use of any items or services purchased hereunder, Seller, at Buyer's request and option and at no additional cost to Buyer, shall supply Buyer with non-infringing replacement items of a similar kind or quality, obtain a license for Buyer to use infringing items/services, or refund the purchase price.

11. Data Security

Seller shall maintain an information security program that includes appropriate administrative, technical, and physical safeguards and based on an industry-recognized control framework. Seller shall: (a) encrypt all Buyer data, both at rest and during transmission; and (b) maintain intrusion detection and prevention, as well as auto-updating antivirus and anti-malware protection. Seller shall not sell, rent, release, disclose, disseminate, or transfer Buyer data, in whole or in part, to affiliate or any third party for monetary or other valuable consideration except as specifically authorized in this PO. Upon termination of this PO, Seller shall delete all Buyer data from Seller's systems. Seller shall notify Buyer in writing as soon as possible without unreasonable delay, but in no event more than 24 hours, after the Seller has suspected, actual or constructive knowledge of any act, omission or occurrence that compromises the security, confidentiality or integrity of Buyer data. Seller shall reimburse Buyer for all costs incurred by Buyer in responding to, and mitigating damages caused by, any data breach, including costs incurred by Buyer in responding to, and mitigating damages caused by, any data breach, including all costs of notice and/or remediation. Seller represents and warrant the services and all communications and transfers under this PO are and, and at all times shall be, free of any software, hardware or other technology, device or means, including any virus, worm, malware or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner (i) the function of any computer, software, firmware, hardware, system or network or (ii) security, integrity, confidentiality or use of any data. Seller shall ensure that all Seller's affiliates comply with all data security obligations herein, and Seller shall be liable to Buyer for any affiliate's act or omission in breach of these data security provisions.

12. INSURANCE

Seller shall procure and maintain such insurance as will protect it and Buyer from any and all claims. If the parties have not executed a written agreement superseding the terms of this PO, this insurance coverage must be with AM Best rated companies with minimum ratings for B+ and evidence must be provided showing (a) Worker's Compensation and Employers liability with limits of \$500,000, (b) General Liability (personal injury and property damage) with limits of \$1,000,000 and (c) Automobile Liability with limits of \$1,000,000. The amount of insurance purchased by Seller will not limit the liability of Seller to Buyer. A certificate of insurance evidencing such coverage must be provided upon Buyer's request. Seller shall provide Buyer with 30 days prior written notice of cancellation, non-renewal or material change in Seller's coverage.

13. BUYER'S PROPERTY

(a) Unless otherwise agreed in writing: (i) title to all tooling, equipment, or material furnished to Seller by Buyer, or paid for or partially paid for by Buyer and any replacement thereof, including any materials affixed thereto Buyer's property, is solely in Buyer; (ii) Seller holds such property solely as bailee; and (iii) Buyer has the absolute right to immediate possession of such property upon demand. Seller shall not substitute any property for Buyer's property, use such property except for filling Buyer's orders, or reproduce Buyer's property. Seller shall make entries in its books showing that Buyer's property is held for the account of Buyer and shall furnish Buyer on demand a true and complete inventory of Buyer's property held by Seller for any period of time requested by Buyer.

(b) Such property while in Seller's custody or control (i) shall be plainly marked or otherwise identified as "Property of Conduent Business Services, LLC" and stored in a separate area in Seller's place of business, (ii) shall be held at Seller's sole risk, and (iii) shall be kept insured by Seller at Seller's expense in an amount equal to the then current replacement cost with loss payable to Buyer. (c) Such property shall be prepared for shipment and delivered in good condition, normal wear and tear excepted, to the location specified by Buyer immediately upon Buyer's request.

14. COMPLIANCE WITH LAWS

Seller represents and warrants compliance with all federal, state and local laws, ordinances and regulations applicable to the goods and services, but not limited to: (a) applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and applicable regulations and orders of the Administrator of the Wage and Hour Division issued under Section 14 thereof; (b) the Toxic Substances Control Act, including the requirement that every chemical substance delivered appear on the list of chemical substances as compiled by the Administrator, Environmental Protection Agency or have been submitted by Seller for inclusion on such list; (c) Executive Order 11246 including promptly supplying Buyer with all certifications required thereunder upon request; (d) Executive Order 13201 Compliance (29 CFR part 470); (e) the Federal Trade Commission's Enforcement Policy Statement on U.S. Origin Claims (62 F.R. 63756 [December 2, 1997]); and (f) the applicable requirements of 38 U.S.C. 2012 of the

Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990. To the extent applicable, Seller shall comply with 15 U.S.C. Sec. 637(d) (3) (48 C.F.R. 52.219-8), "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" for all contracts exceeding \$10,000 and, in contracts exceeding \$500,000, agrees to adopt a plan similar to that required under 15 U.S.C. Sec. 637 (d) (4) or (5) (48 C.F.R. 52.219-9), "Small Business and Small Disadvantaged Business Subcontracting Plan", hereby expressly incorporated by reference. Seller shall accurately label, consistent with the requirements of Section 611 of the Clean Air Act, as amended, and all regulations promulgated pursuant thereto, any container of a controlled substance and any product manufactured with or containing a controlled substance that is supplied to Buyer. In addition, Seller hereby confirms compliance with all applicable environmental, health and safety regulations, and reiterates its commitment to provide products and/or services which are safe for its customers and the environment and which contain recycled materials where appropriate. In order to comply with Importer Security Filing requirements for ocean shipments under U.S. Customs and Border Protection regulations, Seller will provide full cooperation and support as reasonably requested by Buyer, including without limitation, providing complete and accurate data to Buyer's applicable freight forwarder at least 48 hours prior to loading the shipment aboard a vessel destined for the U.S. Seller shall indemnify and hold Buyer harmless from any fines, penalties, damages, costs and expenses levied against Buyer due to Seller's failure to comply with the foregoing sentence.

15. IMPORT/EXPORT CONTROL COMPLIANCE

Seller agrees to comply with all laws, rules and regulations of the United States and any other applicable jurisdiction(s) regarding the import/export of any commodity, technology and/or software used, developed or acquired under this PO which, at the time of import/export, requires an import/export license or other government approval, including, without limitation, first obtaining such license or approval, and further agrees to provide Buyer with any information needed by Buyer to determine the import/export control status, and/or obtain any import/export license or approval regarding the import/export, of any commodity, technology or software used, developed or acquired under this PO. Without limiting the foregoing, Seller shall identify to Buyer any encryption software, encryption programs, and/or encryption source code that Seller uses, develops or provides to Buyer (or Buyer's clients) hereunder. Seller shall identify to Buyer the import/export authorization issued by the United States Commerce Department (or other United States government agency with applicable jurisdiction) for such encryption software, encryption programs, and/or encryption source codes. If no such import/export authorization has been issued, Seller shall provide Buyer with such information as Buyer may require in order to seek any applicable import/export authorization or, when requested by Buyer at its option, Seller shall obtain any applicable import/export authorization at its sole cost and expense.

16. CONFIDENTIAL RELATIONSHIP

Seller shall treat as confidential, all specifications, drawings, blueprints and data supplied by Buyer. Seller shall not disclose any information relating to this PO to any third person not entitled to receive it.

17. NONPUBLICITY

Without prior written consent of Buyer, Seller shall not (a) make any news release public announcement, denial or confirmation of this PO or its subject matter, or (b) advertise or publish the fact that Buyer has placed this PO.

18. TERMINATION

(a) Buyer may terminate this PO, in whole or in part, at any time upon written notice to Seller. Upon receipt of a termination notice and unless otherwise directed by Buyer, Seller shall take all steps to mitigate any loss to itself arising from such termination, including but not limited to: (i) stop work under the PO to the extent specified; (ii) terminate all orders and subcontracts to the extent they relate to terminated work; and (iii) place no further orders for raw materials, goods, supplies and services required to be furnished by Seller to complete the items ordered hereunder ("Material") except, at Buyer's election, to complete work in progress and/or non-terminated work, if any.

(b) Upon termination and subject to Buyer's direction and approval, Seller shall (i) settle all claims with subcontractors and suppliers and (ii) use its best efforts to sell any Material relating to the terminated work or in Buyer's sole discretion, retain this Material.

(c) Not later than 30 days after the termination date, Seller shall submit to Buyer in the form prescribed by Buyer the proposed amounts due Seller as a consequence of the termination. If Seller fails to notify Buyer of such proposed amounts within the 30 day period, Buyer may determine the amount due Seller, if any, and such determination shall be final.

(d) Buyer's liability for completed work, Material, terminated work and work in progress shall be limited to those costs actually incurred by Seller prior to notification of termination and which relate to preparation of goods due for delivery within 30 days of the termination notice. Such liability shall be reduced by (a) all payments made to Seller

on account of the terminated PO, (b) any claim which Buyer may have against Seller, (c) the agreed upon sale price of any Material applicable to the terminated work, and (d) the sum equal to the cost of all Material retained by Seller (Buyer's maximum liability as set forth herein and reduced by the foregoing shall be called the "Termination Payment"). In no event shall Buyer's obligations to Seller as a consequence of termination exceed the aggregate purchase price of the items stated herein or the Termination Payment, whichever is less, and upon payment thereof, Buyer shall have no further obligation to Seller of any kind.

(e) The parties recognize that Seller may not purchase material and perform work thereon when no binding PO has been issued by Buyer. Therefore, unless otherwise agreed to in writing, Buyer shall not be liable for any material, work in progress, or any expenses or damages beyond those necessary to satisfy POs issued prior to the effective termination date.

(f) Seller shall make its premises available to Buyer at any time before or after termination for the purpose of audit and inspection by Buyer of Seller's inventory, work in progress, books, records, documents and other evidence bearing on the Termination Payment.

(g) The provisions of this PO shall survive its termination as applicable, including without limitation 10, 13, 16, 18, 19, and 20(e).

19. LIMITATION OF LIABILITY

BUYER SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, WHETHER SELLER'S CLAIM IS FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY. BUYER'S AGGREGATE LIABILITY SHALL BE THE LESSOR OF THE FEES PAID EACH YEAR TO SELLER AND \$100,000

20. GENERAL

(a) If the goods or services in the PO is given pursuant to an existing contract , it is subject to the terms of such Contract. In the event of any conflict with the provisions hereof, the Contract terms shall control. If there is no existing Contract for the goods or services in the PO, then this PO constitutes the entire agreement between the parties concerning the subject matter hereof, superseding all previous proposals, representations, or understandings, whether oral or written. Modifications of this PO must be in writing and signed by the authorized representatives of both parties.

(b) This PO shall not be assigned, transferred or subcontracted nor shall Seller have the right to assign any of its rights or obligations hereunder to a third party without the prior written consent of Buyer. Any purported assignment or attempt to assign, transfer or subcontract without the prior written consent of Buyer shall be void and without force or effect.

(c) Failure of either party to require strict performance by the other party of any provision shall not affect the first party's right to require strict performance thereafter. Waiver by either party of a breach of any provision shall not waive either the provision itself or any subsequent breach.

(d) Without prior written consent of the Buyer, Seller shall not change this PO or ship non-conforming items or services. Any material received that is not to specification will be rejected and any cost accompanying the rejection shall be paid by Seller.

(e) If, at Buyer's request, any research and development is performed with respect to any of the items or services sold hereunder or in anticipation hereof which results in any patents, trademarks or copyrights, title thereto shall vest in Buyer.

(f) In any suit between Buyer and Seller concerning this PO or its subject matter, the party that is finally adjudicated to have liability shall pay the other party's reasonable attorneys' fees and costs of litigation. Any action under or arising out of this PO must be commenced within one year after the cause of action accrued.

(g) If Seller fails to comply with any section herein , Buyer may cancel this PO without any obligations whatsoever except for shipments and services which have been accepted.

(h) This PO shall be interpreted in accordance with the laws of New York State without regard to its conflict of laws principles.

(i) A judicial determination that any provision of this PO is invalid in whole or in part shall not affect the enforceability of other provisions.

(j) No Liens. Seller shall neither suffer nor permit the attachment of any liens upon Buyer's property.

(k) Audit. Seller will keep proper records relating to services, including data and records of disbursements relating to labor and costs for services rendered on a time and materials basis. Seller shall also keep records required for regulatory and other legal requirements applicable to services. Upon reasonable advance written notice, Buyer and their auditors, shall have the right to audit such records. Seller agrees to cooperate in such audit. Buyer, and its auditors will comply with Seller's reasonable security requirements when accessing Seller's records. This provision shall be subject to any further rights or requirements of Buyer.

(l) Relationship of Parties. Seller is retained by Buyer only for the purpose and to the extent set forth herein

and Seller's relationship with Buyer shall, during the entire term of this PO, be that of an independent contractor so that neither Seller, nor any employee, agent, officer, director or shareholder of Seller, shall be an agent, servant or employee of Buyer.