

**STANDARD TERMS AND CONDITIONS
FOR THE PURCHASE OF GOODS AND SERVICES
BY USALCO, LLC**

1. Applicability. These terms and conditions of purchase (these "**Terms**") are the only terms which govern the purchase of the goods ("**Goods**") and services ("**Services**") by USALCO, LLC or any of its subsidiaries or affiliates (each and collectively, "**Buyer**") from the seller ("**Seller**") named on the accompanying purchase order (the "**Purchase Order**"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms. The Purchase Order and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Seller's general terms and conditions of sale regardless whether or when Seller has submitted its sales confirmation or such terms. Any terms on Seller's acceptance, quote, invoice, proposal, or other documents or communications are hereby rejected and excluded, and shall have no force or effect. This Agreement expressly limits Seller's acceptance to the terms of this Agreement. Fulfillment of this Purchase Order constitutes acceptance of these Terms.

2. Delivery of Goods and Performance of Services.

(a) Seller shall deliver the Goods in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties (the "**Delivery Date**"). If no delivery date is specified, Seller shall deliver the Goods no later than ten (10) days of Seller's receipt of the Purchase Order. Delivery shall be made in accordance with the terms on the face of Purchase Agreement or as otherwise agreed in writing by the Parties. Seller shall deliver all Goods to the address specified in the Purchase Order (the "**Delivery Point**") during Buyer's normal business hours or as otherwise instructed by Buyer. Seller shall pack all goods for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point.

(b) Seller shall provide the Services to Buyer as described and in accordance with any schedule or exhibit set forth on the Purchase Order or as otherwise agreed in writing by the parties and in accordance with the terms and conditions set forth in these Terms.

(c) Seller acknowledges that time is of the essence with respect to Seller's obligations hereunder and the timely delivery of the Goods and Services, including all performance dates, timetables, project milestones and other requirements in this Agreement.

(d) Seller shall not make any changes to the components, composition, processes, or material sources of supply with respect to any Goods or Services without first obtaining Buyer's prior written consent. Seller must notify Buyer of any such change prior to shipping any affected Goods or providing any affected Services to Buyer.

3. Quantity. If Seller delivers less than 80% of the total quantity of Goods ordered, Buyer may reject all of the Goods. Any such rejected Goods shall be returned to Seller at Seller's sole risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.

4. Inspection and Rejection of Nonconforming Goods. Buyer has the right to inspect the Goods within ten days following the Delivery Date. Buyer, at its sole option, may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a

third party and charge Seller the cost thereof and terminate this Agreement for cause pursuant to Section 13. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under the Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.

5. Price. The price of the Goods and Services is the price stated in the Purchase Order or as otherwise agreed by the parties in writing (the "**Price**"). Unless otherwise specified in the Purchase Order, the Price includes all packaging, transportation costs to the Delivery Point, insurance, any customs duties and fees, and all applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer.

6. Payment Terms. Seller shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with these Terms. Buyer shall pay all properly invoiced amounts due to Seller within 45 days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller under this Agreement. Seller may not set off any amount due from Buyer under this Agreement, against any amount due Buyer hereunder without Buyer's prior written consent.

7. Seller's Obligations Regarding Services. Seller shall:

(a) before the date on which the Services are to start, obtain, and at all times during the term of this Agreement, maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services;

(b) comply with all rules, regulations and policies of Buyer, including security procedures concerning systems and data and remote access thereto, facility security procedures, and general health and safety practices and procedures;

(c) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Seller in providing the Services in such form as Buyer shall approve. During the term of this Agreement and for a period of two years thereafter, upon Buyer's written request, Seller shall allow Buyer to inspect and make copies of such records and interview Seller personnel in connection with the provision of the Services;

(d) obtain Buyer's written consent, which may be given or withheld in Buyer's sole discretion, prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Seller, other than Seller's employees, to provide any Services to Buyer (each such approved subcontractor or other third party, a "**Permitted Subcontractor**"). Buyer's approval shall not relieve Seller of its obligations under the Agreement, and Seller shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were Seller's own employees. Nothing contained in this Agreement shall create any contractual relationship between Buyer and any Seller subcontractor or supplier;

(e) require each Permitted Subcontractor to be bound in writing by the confidentiality provisions of this Agreement, and, upon Buyer's written request, to enter into a non-disclosure or intellectual property assignment agreement in a form that is reasonably satisfactory to Buyer;

(f) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Seller, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced, and qualified to perform the Services.

(g) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by the Buyer; and

(h) keep and maintain any Buyer Equipment (as defined herein) in its possession in good working order and shall not dispose of or use such equipment other than in accordance with the Buyer's written instructions or authorization. All designs, sketches, patterns, dies, tools, equipment, special appliances, computer programs, plans, documents, models, interfaces, data and configurations ("**Equipment**") paid for directly or indirectly (including as

part of the purchase price, whether or not specifically itemized) by Buyer shall be Buyer-Furnished Property and subject to the terms of this provision. Seller will not disclose to any other party, or use, reproduce, or appropriate, any material, tooling, components, drawings, designs, and other property or data furnished by Buyer ("Buyer-Furnished Property"), nor will Seller use the same to produce or manufacture more Goods than are required hereunder by Buyer. All Buyer-Furnished Property is being provided for use on an as-is basis, and Buyer makes no representations or warranties with respect thereto, whether express or implied. Title to Buyer-Furnished Property will always remain with Buyer. Buyer shall have no obligation to furnish any Buyer-Furnished Property, and Seller shall be solely responsible for obtaining and maintaining the tools and equipment necessary for the fulfillment of its obligations hereunder, including all repair and replacement costs associated therewith. Seller will bear the risk of loss or damage to all Buyer-Furnished Property unless such loss or damage is solely, directly, and proximately caused by Buyer. All Buyer-Furnished Property, together with spoiled and surplus materials, will be returned to Buyer at termination or completion of this Agreement or upon Buyer's demand, whichever occurs first, unless Buyer otherwise directs. As to any equipment purchased, furnished, or used by Seller in its performance of its obligations under this Agreement which does not become Buyer-Furnished Property under the terms of this Section ("Seller Equipment"), Buyer has the option, at any time and from time to time, to purchase from Seller some or all of such Seller Equipment, and upon the exercise of such option Buyer shall become the owner and entitled to possession of the same. The purchase price shall be limited to the actual, out-of-pocket cost of such Seller Equipment less any accumulated depreciation. Seller shall not sell or otherwise dispose of any such Seller Equipment without the prior written consent of Buyer.

8. Warranties.

(a) Seller warrants to Buyer that all Goods will: (i) be free from any defects in workmanship, material and design; (ii) conform to applicable specifications, drawings, designs, samples and other requirements specified by Buyer, or, if none are specified, conform to Seller's published standards in effect on the date of the Purchase Order or any then applicable industry standards for the Goods if Seller has no published standards; (iii) be fit for their intended purpose and operate as intended; (iv) be merchantable; (v) be free and clear of all liens, security interests or other encumbrances; and (vi) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Buyer.

(b) Seller warrants to Buyer that it shall perform any Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. Seller warrants Buyer's or Indemnitee's use or possession of the Goods or use of the Services do not and will not infringe or misappropriate the patent, copyright, trade secret or other intellectual property right of any third party.

(c) Seller represents and warrants that Buyer is and shall be, the sole and exclusive owner of all right, title, and interest throughout the world in and to all the results and proceeds of the Services performed under this Agreement, including but not limited to any deliverables set out in any Purchase Order (collectively, the "Deliverables"), including all patents, copyrights, trademarks, trade secrets, and other intellectual property rights (collectively "Intellectual Property Rights") therein. Seller agrees that the Services and Deliverables are hereby deemed a "work made for hire" as defined in 17 U.S.C. § 101 for Buyer. If, for any reason, any of the Deliverables do not constitute a "work made for hire," Seller hereby irrevocably assigns to Buyer, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Upon the request of Buyer, Seller shall promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Buyer to prosecute, register, perfect, record, or enforce its rights in any Deliverables. In the event Buyer is unable, after reasonable effort, to obtain Seller's signature on any such documents, Seller hereby irrevocably designates and appoints Buyer as Seller's agent and attorney-in-fact, to act for and on Seller behalf solely to execute and file any such application or other document and do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, or other intellectual property protection related to the Deliverables with the same legal

force and effect as if Seller had executed them. Seller agrees that this power of attorney is coupled with an interest. Seller shall require each of its employees and Permitted Subcontractors to execute written agreements securing for Buyer the rights provided for in this Section 8(c) prior to such employee or Permitted Subcontractor providing any Services under this Agreement.

(d) The warranties set forth in this Section 8 are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods or Services with the foregoing warranties. If Buyer gives Seller notice of noncompliance pursuant to this Section, Seller shall, at its own cost and expense, promptly (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer, and, if applicable, (ii) repair or re-perform the applicable Services.

9. General Indemnification. Seller shall defend, indemnify and hold harmless Buyer, Buyer's parent company, their subsidiaries, affiliates, successors or assigns and their respective directors, managers, officers, owners, agents, and employees (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with the Goods and Services purchased from Seller or Seller's negligence, willful misconduct or breach of the Terms.

10. Limitation of Liability. IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING LOST PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF HOW CAUSED OR REGARDLESS OF THE THEORY OF LIABILITY OR RECOVERY.

11. Insurance. During the term of this Agreement and thereafter, Seller shall, at its own expense, maintain general liability, property damage, worker's compensation, and employer's liability insurance in reasonable amounts and kinds sufficient to protect and compensate Buyer in accordance with Seller's obligations hereunder and as required by law. Seller shall provide Buyer with 30 days' advance written notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller. Upon Buyer's request, Seller shall provide one or more certificates of insurance evidencing the coverages and amounts required hereunder, naming USALCO, LLC, a Maryland limited liability company and each of its direct and indirect subsidiaries, and each of their respective successors and assigns, as additional insureds.

12. Compliance with Law. Seller shall comply with all applicable laws, regulations and ordinances. Seller shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. The Seller represents that the Seller is, and shall continue to remain, fully compliant with all the applicable United States sanctions, anti-money laundering, anti-terrorism financing, embargo and export control laws and regulation, including, without limitation, the National Emergencies Act of 1976, 50 U.S.C. §§1601-1651, the International Emergency Economic Powers Act of 1977, 50 USCA §§1701-1707, and The Global Magnitsky Human Rights Accountability Act of 2012, 22 U.S.C. §2656, any and all Executive Orders and Treasury Department Office of Foreign Asset Control and Department of Commerce Bureau of Industry and Security regulations issued pursuant to the foregoing laws in respect of all applicable countries, entities and persons.

13. Termination. In addition to any remedies that may be provided under these Terms, Buyer may terminate this Agreement with immediate effect upon written notice to the Seller, either before or after the acceptance of the Goods or the Seller's delivery of the Services, if Seller has not performed or complied with any of these Terms, in whole or in part. If the Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then the Buyer may terminate this Agreement upon

written notice to Seller. If Buyer terminates the Agreement for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted and Services accepted by Buyer prior to the termination. Upon expiration or termination of this Agreement for any reason, Seller shall within five (5) days after such expiration or termination: (i) deliver to Buyer all Deliverables (whether complete or incomplete) and Buyer-Furnished Property; (ii) deliver to Buyer all tangible documents and materials (and any copies) containing, reflecting, incorporating, or based on the confidential information of Buyer, and (iii) permanently erase all of the Buyer confidential information from its systems, and (iv) certify in writing to Buyer that Seller has complied with the requirements of this section.

14. Waiver. No waiver by Buyer of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Buyer. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15. Confidential Information. All non-public, confidential or proprietary information of Buyer, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance by Buyer in writing. Without limiting the generality of the foregoing, Buyer-Furnished Property shall constitute confidential information of Buyer. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. These obligations shall not apply if such Information: (i) is already in the public domain at the time of disclosure or later through no breach of this Agreement; (ii) was lawfully in Seller's possession prior to receipt from Buyer without obligation of confidentiality; (iii) is received by Seller from a third party free to lawfully disclose such information; or (iv) is independently developed by Seller without reference to Buyer's confidential information. Specific disclosures made to Seller hereunder shall not be deemed to be within the foregoing exceptions merely because they are embraced by general disclosures, in the public domain, or in the possession of Seller.

16. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; and (g) strikes, labor stoppages or slowdowns. The Impacted Party shall give notice within seven days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 90 consecutive days following written notice given by it under this Section, the other party may thereafter terminate this Agreement upon 15 days' written notice. Without limiting the foregoing, whenever any occurrence or event affecting Seller or its Permitted Subcontractor delays or threatens to delay the timely performance of Seller under this Agreement, Seller will immediately give written notice thereof to Buyer.

17. Assignment. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the

Seller of any of its obligations hereunder. Buyer may at any time assign or transfer any or all of its rights or obligations under this Agreement without Seller's prior written consent to any subsidiary, affiliate or to any person or entity acquiring all or substantially all of Buyer's assets or business.

18. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. Nothing herein shall be deemed to create an exclusive relationship between the parties. Buyer has the absolute right to purchase goods and services, including any Goods or Services, from sources other than the Seller.

19. Governing Law & Jurisdiction. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Maryland without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Maryland, in each case located in the City of Baltimore, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

20. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses designated or referenced on the face of this Agreement or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (in each case, with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

21. Solicitation of Personnel. For so long as there is any Purchase Order in effect between Buyer and Seller and for twelve (12) months thereafter, Seller agrees that it shall not solicit for employment any employee of Buyer. This Section 21 shall not prohibit either of the parties from employing any person who has (i) had their employment agreement terminated by the other party prior to the commencement of his/her employment discussions with the relevant party, or (ii) responded to a general recruitment advertisement not specifically targeted at the person employed or otherwise engaged by the other party.

22. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

23. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: General Indemnification, Limitation of Liability, Insurance, Compliance with Laws, Confidential Information, Governing Law & Jurisdiction, and Survival.

24. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party. The course of conduct between the parties may not alter these Terms or any Purchase Order.