

1. **Offer to Purchase:** Purchase Orders issued by Premier Technology, Inc. ("Buyer") are Buyer's purchase offer to Seller and shall not constitute an acceptance of any sales offer, quotation or proposal. Any reference to such offer, quotation or proposal is solely for the purpose of incorporating the description and specifications of the products and/or services described therein, to the extent such description and specifications do not conflict with the description and specifications expressly set forth in the Order.
2. **Acceptance:** By acknowledging receipt of the Order, commencing performance, or shipping ordered products, Seller accepts and agrees to these terms and conditions and those set forth in the Order. Any other or different terms contained in any order acknowledgement shall be deemed objected to by Buyer without further notice of objection and shall be of no effect unless expressly accepted by Buyer in writing.
3. **Prices:** Prices are set forth in the Order. No charge will be allowed unless expressly set forth in the Order or subsequent change order.
4. **Transportation:** Unless otherwise specified on the face of the Order, transportation of products purchased will be F.O.B. Buyer's facility in Blackfoot Idaho, with all freight and insurance costs prepaid by Seller.
5. **Changes:** Seller shall procure material, fabricate, ship products or perform services only in accordance with the Order. Buyer reserves the right to change shipping instructions, performance and delivery schedules, specifications, drawings or quantities of the products or services ordered. If such Buyer requested change increases or decreases the cost and/or schedule, Seller shall provide written notice of such to Buyer within 5 business days specifying the amount of such change. Buyer may then elect whether to proceed with the original Order, implement the change, or cancel the Order as permitted herein.
6. **Cancellation:** Buyer may terminate all or any part of the Order at any time, with or without cause, by written notice to Seller specifying the extent of such termination. Buyer's liability, if any, for termination without cause shall be limited to paying Seller the price for all products completed or services performed in accordance with the Order and delivered to and accepted by Buyer. If Seller becomes insolvent or makes a general assignment for the benefit of creditors; any proceeding instituted by or against Seller for any relief under bankruptcy or insolvency laws; or a receiver appointed for Seller's property or assets, Buyer may terminate the Order in its entirety without liability.
7. **Inspection:** All products and services shall be subject to Buyer's inspection, approval, count and testing to verify compliance with the provisions of the Order. Receipt of any portion of the Order shall not prejudice Buyer's right to reject any goods or services that do not comply with the provisions of the Order. Buyer reserves the right to reject nonconforming goods or services within a reasonable time after discovery of a nonconformance, regardless of the date of delivery or performance. Buyer may, in its sole discretion without prejudice to any rights and remedies available at law or in equity: (a) demand that Seller remedy the nonconformance at Seller's sole risk and expense (including all freight or travel charges if applicable); (b) return all or part of the nonconforming goods for full refund or credit to include return freight and shipping and handling costs; (c) after allowing Seller a reasonable opportunity to remedy the nonconformance, engage a third party or self-perform the remedy of said nonconformance at Seller's expense; (d) elect to accept the non-conforming products or services as-is and allow the nonconformance to remain and reduce the Order value to reflect the diminished value resulting from the nonconformance; and/or (e) declare the Order breached as to rejected items and cancel any unfilled portions of the Order and pursue any and all available remedies.
8. **Invoicing:** Credit and payment terms are "OPEN ACCOUNT," and shall be paid by remittance through regular US mail or as otherwise mutually agreed. Seller shall remit invoices after goods and/or services have been received and accepted by Buyer. The Order number must appear on all packing lists, shipping cartons and containers, invoices and all correspondence. Each invoice shall fully and accurately set forth all discounts applicable to the goods and services invoiced thereon. All invoices shall comply with the terms and conditions set forth in the Order and shall be provided to Buyer within thirty (30) days of delivery of products to Buyer's facility or completion of services and Buyer's acceptance thereof. If Seller fails to remit an invoice to Buyer within sixty (60) days of delivery of products to Buyer's facility or completion of services, the invoice shall be deemed paid in full and Buyer may retain the products and services.
9. **Title; Risk of Loss:** Title to products shall transfer to Buyer upon delivery to Buyer's facility or upon Buyer tendering payment to Seller, whichever occurs first. Seller shall retain the risk of loss until such products have been delivered to and accepted by Buyer at its facility or other location specified by Buyer. Without limiting the foregoing, Seller shall be liable for damage resulting from improper or insufficient boxing, crating or packaging. Seller is responsible for procuring insurance coverage and ensuring timely delivery and providing appropriate loading and handling instructions to the driver or carrier. If a third party carrier is used, Seller shall obtain and provide a tracking number to Buyer.
10. **Warranty:** Seller warrants that the products and services ordered herein and their sale, performance, use or disposal, alone or in combination with other products, will not infringe upon any U.S. or foreign patents, copyrights, trademarks or other rights of any third party. The forgoing shall not apply to claims of infringement stemming from designs and specifications provided by Buyer. Seller also expressly warrants that it will comply

with all applicable, international, federal, state, and local laws and regulations and all products and services provided pursuant to the Order shall: i) conform to the specifications, patterns, drawings, samples or other descriptions(s) upon which the Order is based; ii) be merchantable and fit for the intended purpose; iii) be free from any defect in material, workmanship and design (if design efforts are part of the scope of work). When provided, professional design services shall conform to the standards of the relevant professional discipline as well as the specifications provided by Buyer, Buyer's customer and/or agent. In the event of a conflict between industry standards and specifications, whichever is more stringent or restrictive shall apply. Buyer's inspection, testing, and acceptance or use of products and services furnished hereunder shall not diminish, reduce, waive or otherwise affect Seller's obligation under this warranty. This warranty shall run to the benefit of Buyer, its successors, assigns, customers and/or end users of the goods and services provided under the Order. Buyer shall notify Seller within a reasonable time after discovery of any goods or services that do not conform to the foregoing warranty and pursue any of the remedial options set forth in Section 7 above. Said warranties shall be in addition to any other warranties of additional scope ordinarily offered by Seller. No warranties, express or implied, shall be deemed disclaimed or excluded unless evidenced in a written instrument signed by Buyer.

- 11. Indemnification:** Seller assumes all liability for any and all claims, losses, expenses, damages or injuries of any kind or nature to all persons and property resulting from, arising out of, or occurring in connection with the goods or services provided by Seller pursuant to the Order; Seller's breach of the Order; and Seller's breach of any agreements with third parties. Seller shall indemnify Buyer, its successors, assigns and affiliates, and any and all of their respective officers, agents and employees ("Indemnified Parties") from and against any and all loss, expense, damage or injury, including attorney's fees, that may be incurred or sustained as result of any actual or alleged infringements and/or seller's alleged active, passive, and/or sole or contributory, negligence or willful misconduct. Seller shall also assume the defense of any action or proceeding at law or equity that may be brought against Buyer and to pay all costs and expenses, including attorney's fees, resulting therefrom and to pay on behalf of Buyer upon demand, the amount of any resulting judgment that may be entered against Buyer. This indemnity shall not apply to any infringement claims, losses, expenses or damages arising out of specifications or drawings provided by Buyer. If any services, goods, or any part thereof, are judicially held to be infringement and the use thereof enjoined, Seller shall, at its option and own expense: i) procure for Buyer the right to use such services or goods, or ii) replace or modify such with non-infringing services or goods.
- 12. Works For Hire:** Buyer and/or Buyer's Customer shall own, have and retain the right to publish, use, have used,

and permit others to publish, use, and/or have used, any customized information, reports, documents, designs, specifications, plans, drawings, patterns, samples, data, electronic media or other materials ("Deliverables") developed by Seller or any of its affiliates and/or subcontractors in fulfilling the Order and provided to Buyer in the course of performance of customized services or delivery of customized goods which shall be deemed works for hire. Seller shall not obtain any rights in or title to any customized deliverables or related intellectual property developed in connection with such work products. However, nothing herein shall be deemed to convey any intellectual property rights in any of Seller's proprietary products or intellectual property previously developed and held by Seller (except for obtaining a right to use and resale goods, materials or products delivered pursuant to the Order)

- 13. Confidentiality and Proprietary Information:** Seller and its employees and agents shall hold in confidence and shall not disclose, distribute, sell, copy, share, or otherwise use any information or terms of the Order obtained by the Seller while performing the Order, which relates to Buyer's employees, research, development, business affairs, records, processes, techniques, types of equipment, whether past, present or future, except as may be contemplated by the Order or authorized by Buyer in writing. The patterns, samples, specifications, drawings, designs, documents, data and other information transmitted to Seller by Buyer in connection with the performance of the Order are the property of Buyer or Buyer's customer or client and are disclosed in confidence upon the condition that they will not be reproduced or copied or used for furnishing information or equipment to others, or for any other purpose detrimental to or in competition with the interest of Buyer. Upon completion of work under the Order, Seller and its employees and agents shall return to Buyer all confidential information and all records or documents received from Buyer. For any violation of this paragraph Buyer shall be entitled to injunctive relief without any requirement to post a bond.
- 14. Insurance Requirements:** Seller shall at all times maintain insurance of such nature and amounts as would be maintained by a prudent and profitable business person operating in Seller's industry which in no event shall be less comprehensive than customary in the industry. Seller shall provide to Buyer upon request a certificate of such insurance from its insurance provider. Notwithstanding the foregoing, Seller shall maintain at its sole cost and shall require all affiliates and lower tier subcontractors to maintain at their sole cost and expense the following minimum insurances: (a) Workers' Compensation insurance as required by statute; (b) commercial general liability insurance with limits of \$1,000,000 per occurrence / \$2,000,000 in the annual aggregate; and (c) if professional services are provided under the Order, professional liability/errors and omissions coverage with limits of not less than \$1,000,000 per occurrence/\$3,000,000 annual aggregate. All insurance required hereunder shall be deemed

primary insurance and shall not be deemed excess to any current or future insurance which covers Buyer, its facilities, agents, or employees. In addition, all insurance required by this section must be written on either an "occurrence" or "claims made with prepaid tail" basis. The certificate of insurance shall identify Buyer as an additional insured and Buyer shall be notified at least thirty (30) days prior to the cancellation or material modification of such insurance.

15. **Liens:** Seller shall promptly satisfy any indebtedness and/or lien that may accrue upon the work product under the Order. If Seller fails to satisfy or discharge any claim or lien, Buyer may at its option: a) hold in reserve, from funds owed to Seller, sufficient funds to satisfy said lien until such claim or indebtedness is paid or otherwise satisfied by Seller and written proof thereof is provided to Buyer; b) pay or otherwise satisfy said claim, lien or indebtedness and offset said amounts from amounts owed to Seller; or c) declare the Order cancelled, take possession and control of the work or work product, and complete or cause the same to be completed according to the specifications. In all cases Buyer may recover, from Seller, money damages related to such claim or lien.
16. **Equal opportunity /Affirmative Action:** During the performance of this contract, Seller will: i) not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin; ii) take affirmative action to ensure applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, or national origin (such action includes, but is not limited to employment; upgrading; demotion; transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship); iii) post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and iv) comply with 41 CFR 60-741.5(a) which prohibits discrimination 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.
17. **Governing Law:** The Order shall be governed by the laws of the State of Idaho without regard to conflicts of law principles. Resolution of disputes arising from or related to the Order shall occur exclusively in the Seventh Judicial District of the State of Idaho, or the United States Federal Court for the District of Idaho. Seller waives any objection of improper or inconvenient venue or forum.
18. **Set-Off:** All amounts owed to Seller are subject to deduction or set-off by Buyer whether stemming from the Order or any other transaction.
19. **Survival:** The provisions entitled "Warranty," "Confidentiality and Proprietary Information," "Indemnification," and "Governing Law," shall continue

in full force and effect notwithstanding Buyer's acceptance and payment for goods and services hereunder.

20. **Time of the Essence:** Time is of the essence. Whenever there shall be any delay whatsoever in the delivery of products or services, Buyer shall have the right to withdraw the Order without any liability to Seller under the "Cancellation" paragraph or otherwise, Seller shall be liable for any costs or damages incurred by Buyer as a result of such delays. Seller will immediately notify Buyer of any potential delay.
21. **Rights Cumulative/No Waiver:** All rights, powers, privileges, and remedies of Buyer shall be cumulative and shall not preclude any other right, power, privilege or remedy available under applicable law. Either party's failure or election not to enforce any provision of the Order shall not waive or relinquish the right to enforce future performance of any such provision and the obligations for future performance shall continue in full force and affect unless otherwise agreed to in writing.
22. **Assignments/Amendments:** No rights or duties hereunder may be assigned, delegated or transferred unless expressly agreed to in a written instrument signed by Buyer. Any purported amendment, assignment, delegation or transfer without Buyer's written consent is void.
23. **Severability:** If any provision of the Order is held to be unenforceable or invalid, the remaining provisions shall remain in full force and effect.
24. **Headings:** Paragraph headings herein are for convenience only and shall not affect the meaning or interpretation of the Order.
25. **Integration:** The entire agreement between Seller and Buyer regarding the subject matter hereof is embodied in the written purchase order, these terms and conditions and any ancillary documents, specifications, quality requirements, drawings, notes, instructions, engineers' notices or technical data referenced in the Order, all of which are hereby incorporated by reference and collectively referred to as the "Order". Any representation, term or condition not expressly incorporated herein shall not be binding upon either party.