

EXHIBIT A TO PURCHASE ORDER #

STANDARD PURCHASE ORDER TERMS AND CONDITIONS

1. **Additional Terms.** No additional or different terms from Seller (referred to herein as "Supplier") expressed in Supplier's acknowledgement of any Purchase Order shall be effective to modify or amend the 29 terms of this Purchase Order. In the event Supplier and Purchaser have executed a Master Purchase Agreement or Master Services Agreement, then these Terms and Conditions shall not apply.
2. **Amendment and Waiver.** This Purchase Order may be modified or amended only by a writing executed by the Purchaser and the Supplier. Any waiver of a right hereunder must be in a writing signed by the waiving party.
3. **Prices.** The prices, license fees, applicable volume discount prices and/or other applicable charges ("Charges") payable by any Purchaser for Products and Services purchased or licensed hereunder are set forth herein and shall be fixed for the duration of this Purchase Order.
4. **Notice of Delay.** Whenever any event or circumstance impacts, or threatens to impact the timely performance of Supplier's obligations under this Purchase Order, Supplier shall immediately notify the Purchaser in writing of all relevant information with respect to such event or circumstance. In such event or circumstance, the Purchaser shall have the right, in its sole discretion, to (a) request the delivery of substitute Services available from Supplier, (b) terminate the relevant Purchase Order, (c) obtain substitute Services from another source or (d) await late delivery of the Services, in each case without liability to Supplier under this Purchase Order. No such notification from Supplier or election by such Purchaser shall release Supplier from any liability.
5. **Acceptance.** No Purchaser shall be deemed to have accepted any Products or Services unless such Purchaser has given Supplier written notice of such acceptance. A Purchaser, at its option, may reject and return, or retain and correct (or require Supplier to correct promptly upon notice from such Purchaser) Products that fail to conform to the requirements of this Purchase Order at Supplier's expense. Supplier, at its sole expense, shall correct any Services that fail to conform to the requirements of this Purchase Order, promptly upon notice from the Purchaser.
6. **Title and Risk of Loss.** Title to and risk of loss for Products purchased under this Purchase Order shall pass to Purchaser upon such Purchaser's receipt of Products or upon delivery at the destination specified by such Purchaser in the relevant Purchase Order. Supplier shall maintain adequate insurance to cover the loss of any Products for so long as Supplier bears the risk of loss for such Products.
7. **Invoices.** Supplier shall issue a detailed invoice that explicitly states labor costs separately from product/material costs to each Purchaser for (a) amounts due for Services under this Purchase Order for Service on a monthly basis in arrears and (b) Products delivered and accepted by Purchaser under this Purchase Order. Properly submitted and approved invoices shall be due and payable no later than seventy (70) days after receipt thereof by Purchaser. No terms expressed in any invoice from Supplier shall be effective to amend the terms of this Purchase Order. All payments made hereunder will be made by electronic method only, which includes, but is not limited to, Automated Clearing House (ACH) and Domestic Money Transfer (DMT).
8. **Over shipments.** A Purchaser may return over shipments to Supplier at Supplier's risk and expense for all packing, handling, sorting, and transportation.
9. **Warranties.** **Supplier warrants that all Products delivered to Purchaser will conform to all applicable specifications furnished by such Purchaser pursuant to the Purchase Order or otherwise communicated to Supplier, will be free from defects in material and workmanship, will be merchantable, will conform to all documentation for such Products, will be safe and appropriate for the purpose for which goods of that kind are normally used, and will be free and clear of all liens and encumbrances. If Supplier knows or has reason to know the particular purpose for which Purchaser intends to use the Products, Supplier warrants that such Products will be fit for such particular purpose. With respect to any Product licensed to Purchaser, Supplier warrants that it has all necessary rights to license such Product to such Purchaser. Supplier warrants that Supplier shall perform all Services in a professional manner using qualified personnel and in accordance with the highest standards of Supplier's industry; that Supplier has the expertise necessary to provide the Services; and that such Services will strictly conform to the Purchaser's instructions and specifications set forth in the applicable Purchase Order or otherwise communicated to or provided by Supplier. Supplier shall provide and assign all manufacturers' warranties, including, without limitation, service and repair warranties for Products without charge to Purchaser.**
10. **Guarantee.** If, in the reasonable opinion of Purchaser, Supplier has provided unsatisfactory Products or Services that do not conform to the requirements as outlined in Section 9, Warranties, Supplier shall waive all or part of the fees for Services or all

or part of the unit price for Products. Such reduction in fees for Services or unit price for Products shall be at Purchaser's sole discretion, provided that Purchaser provides notice of such determination within thirty (30) days of receipt of an invoice.

11. Termination. Purchaser may terminate this Purchase Order for convenience and without cause at any time by giving Supplier at least ten (10) days' prior written notice. In the event that Supplier commits a material breach of this Purchase Order, which breach is not curable or if curable is not cured within fifteen (15) days of receiving notice of breach from any Purchaser affected thereby to Supplier, that Supplier does not comply with any applicable laws, regulations, ordinances or codes (including identifying and procuring required permits, certificates, approvals, and inspections), or that Supplier becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, then Purchaser may, by giving written notice to Supplier, terminate this Purchase Order in whole or in part, as of a date specified in the notice of termination.
12. Infringement. Supplier agrees to indemnify and hold harmless and defend Purchaser from any and all liability, expense (including reasonable defense costs and reasonable legal fees), claims, damages, and losses (collectively, "Losses") arising from or in connection with any claims of infringement of any patent, trade secret, copyright or other proprietary rights, alleged to have occurred because of Products provided to any Purchaser or based upon performance of the Services by Supplier. If any item that constitutes, is a part of, or is used by Supplier to provide the Products or the Services becomes, or is likely to become, the subject of an infringement or misappropriation claim or proceeding, Supplier shall, in addition to indemnifying Purchaser and to the other rights the Purchaser may have at law, in equity or otherwise, promptly take the following actions at no additional charge to such Purchaser and in the listed order of priority: (a) secure the right to continue using the item; (b) replace or modify the item to make it non-infringing, provided that any such replacement or modification will not degrade the performance or quality of the affected component of the Products or the Services; or (c) remove the item from the Products or the Services and refund the relevant Purchaser all fees and charges associated with such Product or Services.
13. Assignment. Supplier shall not assign this Purchase Order for any reason whatsoever without the prior written consent of Purchaser. Purchaser may assign its rights and obligations under this Purchase Order without the approval of Supplier to any subsidiary, affiliate or related entity of Purchaser.
14. Compliance with Laws. Supplier shall perform its obligations hereunder in a manner that complies with all applicable laws, regulations, ordinances and codes, including identifying and procuring required permits, certificates, approvals and inspections. If Supplier receives any notice, summons, or complaint regarding Supplier's non-compliance with any such laws, regulations, ordinances, or codes, Supplier shall promptly notify Purchaser of such matter and the nature of the non-compliance and the actions Supplier is taking and/or plans to take to remedy such noncompliance, both orally and in writing. Supplier represents and warrants that, in connection with this Purchase Order, Supplier and any person or entity acting on its behalf has complied and will continue to comply with the U. S. Foreign Corrupt Practices Act (15 U.S.C. Section 78dd-1, et. seq.) as amended ("FCPA"), and all other applicable anti-corruption laws, rules and regulations. As a general description, the FCPA prohibits corrupt payments, including offering or promising money, gifts or anything of value, to foreign officials for the purpose of obtaining or keeping business. Supplier shall notify Purchaser as soon as reasonably practicable of any change in circumstances that renders these representations or warranties inaccurate. In addition to and without prejudicing any other rights or remedies available to Purchaser, Purchaser may (i) terminate this Agreement immediately upon written notice to Supplier and (ii) withhold any amounts payable to Supplier hereunder in the event of (x) Supplier's breach of this paragraph or (y) any governmental inquiry or investigation relating to a potential violation of any anti-corruption law, rules or regulations by or on behalf of Supplier.
15. Indemnification. Supplier agrees to indemnify and hold harmless and defend Purchaser from any and all liability, expense (including reasonable defense costs and reasonable legal fees), claims, damages, and losses (collectively, "Losses") arising from or in connection with any of the following: (i) Supplier's breach of any of its representations, warranties, covenants, or obligations hereunder; (ii) the negligence, intentional misconduct, or violation of any law, ordinance, or regulation by Supplier, its employees, or its subcontractors in the performance of their obligations hereunder; (iii) Supplier's use of any subcontractors in any aspect of providing Services and/or Products to any Purchaser; (iv) any third party claims relating to Supplier's or any of its subcontractors' provision of Services or Products hereunder; and (v) bodily injury, death or damage to real or tangible personal property, to the extent directly and proximately caused by the negligence or willful misconduct of Supplier, its personnel, or its subcontractors in the performance of this Purchase Order.
16. Use of Name. Supplier shall not, without a Purchaser's prior written consent, which such Purchaser may grant or withhold in its absolute discretion, use the name, service marks, trademarks, or logos of any Purchaser or its affiliates in any manner.
17. Independent Contractor. Neither Supplier nor Purchaser is, nor shall be considered to be, an agent, distributor, partner, joint venturer, fiduciary or representative of the other. Neither Supplier nor Purchaser shall act or represent itself, directly or by implication, in any such capacity in respect of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
18. Accountability. Supplier shall maintain complete and accurate records of and supporting documentation regarding provision of the Products and Services, including the amounts billable to and payments made by Purchaser hereunder in accordance with

generally accepted accounting principles applied on a consistent basis, and shall retain such records for five (5) years after final payment. Supplier agrees to provide Purchaser with documentation and other information with respect to the Products, the Services, and each invoice, as may be reasonably requested by such Purchaser to verify accuracy and compliance with the provisions of this Purchase Order. Purchaser shall have access to such records for purposes of audit during normal business hours during the period for which Supplier is required to maintain such records.

19. Severability. If any provision of this Purchase Order is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the Parties set forth herein.
20. Equal Employment Opportunity. The Equal Employment Opportunity provisions in section 202 of Executive Order 11246, as amended, relative to equal employment opportunity and the employment of veterans, the Rehabilitation Act of 1973, as amended, relative to equal employment of handicapped individuals, and the Vietnam Era Veterans Readjustment Assistance of 1972, as amended, are incorporated herein by specific reference. **Supplier represents that it is an equal opportunity employer. Consequently, Supplier agree that, to the extent applicable: (1) Supplier will comply with the following, which are incorporated herein by reference: 41 CFR 60-1.4(a), Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws, 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a); and (2) this Supplier shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations, respectively, prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.**
21. Waiver of Jury Trial. **Both Supplier and Purchaser hereby irrevocably waive, to the fullest extent permitted by law, all rights to trial by jury in any action, proceeding, or counterclaim (whether based upon contract, tort (such as negligence) or otherwise) arising out of or relating to these Purchase Order terms and conditions.**
22. Confidentiality. All drawings, specifications and information contained or referred to in this Purchase Order and delivered to Supplier in relation to this Purchase Order are and shall remain the confidential property of Purchaser ("Confidential Property"). Supplier shall make no use whatsoever of such Confidential Property except to comply with this Purchase Order and Supplier shall not disclose any Confidential Property to any third party, except to the extent necessary to perform under this Purchase Order.
23. Use of Subcontractors. Supplier shall not use subcontractors without Purchaser's written permission.
24. Insurance. Supplier shall purchase prior to commencing services and maintain at its own cost and expense, the following insurance coverages in full force and effect during the term of this Purchase Order with insurance companies acceptable to Purchaser and having an A. M. Best's rating, or its equivalent, of A VIII or better. Supplier shall promptly furnish a certificate or certificates of insurance to Supplier which evidences such coverages.
 - a. Worker's Compensation at statutory limits, or the local equivalent, if applicable, as dictated by law, or statute or custom;
 - b. Employers Liability, with \$1,000,000 limit of liability per occurrence, or the local equivalent, if applicable, as dictated by law or, statute or custom;
 - c. Commercial General Liability, including coverage for personal injury, advertising injury and Contractual liability coverage with the following limits of liability:
 - d. \$1,000,000 per occurrence; and
 - e. \$2,000,000 General Aggregate;
 - f. Automobile Liability, with a minimum combined single limit of liability of \$1,000,000 per accident covering all owned, non-owned and hired vehicles if used in the provision of services hereunder;
 - g. Umbrella/Excess Liability insurance with \$5,000,000 limit of liability.
 - h. Fidelity Bond or Comprehensive Crime Insurance with a minimum limit of \$500,000;
 - i. If a professional certification is maintained allowing the purchase of such coverage, errors & Omissions/Professional Liability insurance with a minimum limit of \$1,000,000.

The Commercial General Liability, Automobile Liability and Umbrella/Excess Liability policies shall all include Purchaser, its invitees, partners, principals, directors, employees, agents, guests, representatives, successors, and assigns ("Purchaser Entities") as additional insureds in connection with the activities contemplated by the scope of this Purchase Order. The Fidelity/Crime Insurance will include the Purchaser Entities as a Loss Payee.

The Worker's Compensation/Employer's Liability, Automobile Liability and Commercial General Liability policies will contain a waiver of subrogation by the supplier's insurance company or companies for the benefit of each purchaser Entity.

All insurance policies will be primary without right of contribution from any Purchaser Entity's insurance carrier. All insurance certificates will state that the insurers will provide each Purchaser Entity with thirty (30) days prior written notice in the event of termination, cancellation, non-renewal or material change in any of the above required coverages.

Supplier will not allow any subcontractors to perform services under this Purchase Order unless they meet the above insurance requirements. All subcontractors will also include Purchaser Entities as additional insureds as specified above. Subcontractors will promptly furnish a certificate or certificates of insurance to Client, which evidences such coverages.

25. **EXCLUSION OF CERTAIN DAMAGES. In no event shall any Purchaser Entity or its personnel be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to this Purchase Order. The provisions of this Section Exclusion of Certain Damagers shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise.**
26. Notices. All notices shall be in writing and shall be provided to either the Purchaser or the Supplier at the addresses set forth on the front page of the Purchase Order, unless otherwise noted.

27. Governing Law and Jurisdiction. This Purchase Order shall be governed by New York law. The Supplier consents to the jurisdiction of the courts of the state of New York or the U.S. Federal District Court for the Southern District of New York for purposes of any action brought in connection with this Purchase Order.
28. Survival. The sections entitled Warranties, Termination, Infringement, Indemnification, Accountability, Severability, Waiver of Jury Trial, Confidentiality, Exclusion of Certain Damages and Governing Law shall survive the termination or expiration of this Purchase Order.
29. This Purchase Order shall constitute the entire agreement between the parties and supersedes all prior agreements, whether oral or written, with respect to the subject matter hereof.