

STANDARD TERMS AND CONDITIONS FOR COMMERCIAL GOODS AND SERVICES (VER 032216)

SECTION A - INSTRUCTIONS TO SELLER

- A. PURCHASE ORDER NUMBER:** Seller shall include Numerica's purchase order number, including any change, modification, or revision designation or controlling blanket agreement number, on all invoices (or vouchers), packing lists, bills of lading, packages, containers, and correspondence processed under this order.
- B. PACKING LIST:** A packing list shall accompany each shipment of goods and, if such shipment completes the purchase order, shall show thereon: "This shipment completes this order."
- C. PACKAGING AND INSURANCE:** No extra charge for packaging or insurance shall be allowed unless specifically noted herein. Goods shall (i) be packaged to ensure safe arrival at destination, (ii) be described to conform to carrier's classification rules so as to obtain lowest transportation cost, and (iii) not be insured nor show declared value for shipment beyond FOB point.
- D. INVOICES (OR VOUCHERS):** Invoices must be submitted in accordance with instruction provided within the Purchases Order, and reference the full ten digit purchase order no. If the remittance information on your invoice does not match the information previously provided and maintained within your official supplier record, your payment may be delayed. If you are uncertain of the information we currently have on record for your company, you should contact the Numerica procurement office as soon as possible.
- E. DISCOUNTS:** If a prompt payment discount is negotiated, its terms will be specifically identified in the individual purchase order.

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CLAUSE NO. 1 - SELLER ACCEPTANCE: Any conduct by Seller which recognizes the existence of a contract pertaining to the subject matter hereof shall constitute acceptance by Seller of this purchase order and all of its terms and conditions.

Any terms proposed in Seller's acceptance of Numerica's offer which add to, vary from, or conflict with the terms herein are hereby objected to. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the contract between the parties and may hereafter be modified only by written instrument executed by the authorized representatives of both parties.

If this purchase order has been issued by Numerica in response to an offer, and if any of the terms herein are additional to or different from any terms of such offer, then the issuance of this purchase order by Numerica shall constitute an acceptance of such offer subject to the express conditions that Seller assent to such additional and different terms herein and acknowledge that this purchase order constitutes the entire agreement between Numerica and Seller with respect to the subject matter hereof and the subject matter of such offer, and Seller shall be deemed to have so assented and acknowledged unless Seller notifies Numerica to the contrary in writing within 10 days of receipt this purchase order.

CLAUSE NO. 2 - DELIVERY: Time is of the essence in the performance of this purchase order by Seller. Delivery is to be made both in quantities and at times specified herein. If Seller's delivery shall fail to meet schedule, Numerica, without limiting its other rights or remedies, may direct expedited routing, and any excess cost incurred thereby shall be debited to Seller's account. Numerica shall not be liable for Seller's commitments or production arrangements in excess of the amount, or in advance of the time, necessary to meet Numerica's delivery schedule. Goods delivered in advance of schedule may, at Numerica's option, (i) be returned at Seller's expense for proper delivery, (ii) have payment therefore withheld by Numerica until the date that goods are actually scheduled for delivery, or (iii) be placed in storage for Seller's account until delivery date specified herein.

CLAUSE NO. 3 - INSPECTION AND TEST: All goods ordered hereunder shall be subject to inspection and test by Numerica to the extent practicable at all times and places, including the period of manufacture if the goods are to be specifically manufactured for Numerica in accordance with drawings, designs, or specifications furnished by Numerica, and in any event prior to acceptance. Such goods shall be subject to final inspection and to acceptance by Numerica after delivery to Numerica.

If the goods ordered herein do not meet the specifications or otherwise do not conform to the requirements of this purchase order, Numerica shall have the right to reject such goods. Goods that have been delivered and rejected may be returned to Seller for replacement, correction, reimbursement, or credit as Numerica may direct. If, after notice, Seller fails to promptly replace or correct such rejected items, same may be replaced or corrected (without thereby exercising wrongful ownership) by Numerica at the expense of Seller. Any goods rejected by Numerica shall be at Seller's risk and expense, and such goods shall not thereafter be tendered for acceptance unless the former rejection or requirement for correction is disclosed. Packaging and handling expense incidental thereto and applicable transportation cost shall be charged to Seller's account. Upon non-acceptance, repudiation or rejection of any goods, Numerica shall not be liable for any profit Seller would have made, nor for incidental damages.

If the goods are to specifically manufactured for Numerica in accordance with drawings, designs, or specifications furnished by Numerica: (1) Seller shall provide and maintain an inspection and quality control system acceptable to Numerica and provide access to Seller's facilities at all reasonable times for inspection by Numerica's agents or employees, and shall provide all tools, facilities, and assistance reasonably necessary for inspection relating to the performance of this purchase order; and (2) Seller shall maintain adequate and authenticated inspection and test documents which relate to work performed under this purchase order for a period of three years after completion of this purchase order or as otherwise specified in this purchase order, and shall make such records available to Numerica upon request; and (3) Seller shall supply Numerica with inspection and test reports, affidavits, certifications, or any other documents as may reasonably be requested by Numerica.

CLAUSE NO. 4 - NON CONFORMING GOODS: If the goods ordered herein fail to meet the specifications or otherwise do not conform to the requirements of this purchase order, Numerica shall have the right to reject such goods. Goods that have been delivered and rejected may be returned to Seller for replacement, correction, reimbursement, or credit as Numerica may direct. If, after notice, Seller fails to promptly replace or correct such rejected items, same may be replaced or corrected (without thereby exercising wrongful ownership) by Numerica at the expense of Seller. Any goods rejected by Numerica shall be at Seller's risk and expense, and such goods shall not thereafter be tendered for acceptance unless the former rejection or requirement for correction is disclosed. Packaging and handling expense incidental thereto and applicable transportation cost shall be charged to Seller's account. Upon non-acceptance, repudiation or rejection of any goods, Numerica shall not be liable for any profit Seller would have made, nor for incidental damages. For non-conformances discovered prior to shipment or delivery, Seller shall contact Numerica as soon as the non-conformance is known, to facilitate the disposition of identified non-conformances. Unless otherwise expressly granted in writing by Numerica, no relief in the established delivery schedule shall accrue by virtue of Seller having notified Numerica of the non-conformance.

CLAUSE NO. 5 - WARRANTY OF GOODS AND SERVICES: Seller expressly warrants that all goods and services covered by this purchase order shall conform to the specifications, drawings, samples or other description upon which this purchase order is based, shall be fit and sufficient for the purposes intended, merchantable, of good material and workmanship and free from defects, and shall be free of any claim of any third party. Inspection, test, acceptance or use of the goods furnished hereunder shall not affect the Seller's obligation under these warranties, and such warranties shall survive inspection, test, acceptance and use.

Seller agrees to replace or correct defects in any goods or services not conforming to the foregoing warranties promptly, without expense to Numerica, when notified of such nonconformity by Numerica. In the event of failure by Seller to correct defects in or replace nonconforming goods or services promptly, Numerica, after reasonable notice to Seller, may make such corrections or replace such goods and services and charge Seller for the cost incurred by Numerica thereby. Numerica's approval of any sample or acceptance of any goods shall not relieve Seller from responsibility to deliver goods and to perform services conforming to specifications, drawings, and descriptions.

None of the remedies available to Numerica for the breach of any of the foregoing warranties may be limited except to the extent and in the manner agreed upon by Numerica in a separate agreement specifically designating such limitation and signed by an authorized representative of Numerica. Numerica's inspection and/or acceptance of and/or payment for goods and/or services shall not constitute a waiver by it of any warranties. These warranties shall run to Numerica, its successors, assigns, and customers, and users of its products.

CLAUSE NO. 6 - DRAWINGS AND SPECIFICATION REVIEW: If, during the term of this purchase order, Numerica representatives review drawings, specifications, or other data developed by Seller in connection with this purchase order and make suggestions or comments or approve such documents and data, such action is only an expression of opinion by Numerica and shall not serve to relieve Seller of any responsibility for the reliability, quality, rate of output, cost, delivery, performance, or any other requirements of this purchase order.

CLAUSE NO. 7 - PROPRIETARY DRAWINGS AND DATA: Seller shall keep confidential all information, drawings, specifications, or data and return, upon request, all documents furnished by Numerica, and shall not divulge or use such information, drawings, specifications, or data for the benefit of any other party. Except as required for the efficient performance of this purchase order, Seller shall not make copies or permit copies to be made without the prior written consent of Numerica. Seller shall thereafter make no further use, either directly or indirectly, of any such data or any information derived therefrom without obtaining Numerica's written consent. The obligations of this clause shall survive the completion, cancellation, or termination of this purchase order.

CLAUSE NO. 8 - USE OF INFORMATION: Seller agrees (i) that all information heretofore or hereafter furnished or disclosed to Numerica by Seller, in connection with the placing or filling of this purchase order, is furnished or disclosed as a part of the consideration for this purchase order; (ii) that such information is not, unless otherwise agreed to by Numerica in writing, to be treated as confidential or proprietary; and (iii) that Seller shall assert no claims (other than for patent infringement) by reason of the use or disclosure of such information by Numerica, its assigns, or its customers. No employee of Numerica has the authority to make an agreement providing for the confidential treatment of, or limiting the use or disclosure of,

information so furnished or disclosed, unless such agreement is made in writing and signed by Numerica's authorized agent. However, in the event that this clause should conflict with the provisions of any patent rights or data rights clause of this purchase order, the latter shall prevail.

Any unpatented knowledge or information concerning Seller's products, methods, or manufacturing processes which Seller may disclose to Numerica incident to the manufacture of goods covered by this purchase order shall, unless otherwise specifically agreed in writing, be deemed to have been disclosed as part of the consideration for this purchase order, and Seller agrees not to assert any claim against Numerica by reason of Numerica's use or alleged use thereof and, if this purchase order involves research or development work, Seller agrees to grant to Numerica an irrevocable, exclusive, royalty-free license to make, have made, use, and sell any inventions resulting from that work under this purchase order.

CLAUSE NO. 9 - DISCLOSURE OF INFORMATION: Seller shall not in any manner advertise or publish the fact that it has furnished, or contracted to furnish, Numerica the goods or services herein described without prior written consent of Numerica. Seller shall not disclose any details in connection with this purchase order to any party except as may be otherwise provided.

CLAUSE NO. 10 - TOOLING AND OTHER ARTICLES: Unless otherwise specified in this purchase order, all tooling and all other articles required for the performance hereof shall be furnished by Seller and shall be properly maintained and replaced when necessary at Seller's expense.

If Numerica agrees to pay Seller for such tooling and other articles, either separately or as a stated part of the unit price of goods purchased herein, title to same shall pass to Numerica upon (i) commencement of processing for use in performance of this purchase order, or (ii) Numerica payment therefore, whichever occurs first. Any such tooling and other articles which are Numerica's property shall be used only in the performance of this purchase order unless otherwise provided in writing by Numerica. Seller agrees to follow normal industrial practice in the preparation and maintenance of pertinent property control records, and shall make such records available for inspection by Numerica at all reasonable times. After completion or termination of this purchase order and upon the request of Numerica, Seller shall furnish a list of such Numerica's property in the form requested by Numerica and shall make such available for disposition by Numerica. Numerica may, at its sole discretion and by written notice, divest itself of title in favor of Seller.

CLAUSE NO. 11 - EXPORT AND IMPORT RELATED REQUIREMENTS:

This provision may not be modified or amended by any addendum, exhibit, attachment, or any other agreement without prior written approval from Numerica's President.

A. Export Compliance.

General. Performance of this Order may involve the use of or access to articles, technical data or software that is subject to export controls under 22 United States Code 2751 – 2799 (Arms Export Control Act) and 22 Code of Federal Regulations 120-130 (International Traffic in Arms Regulations or "ITAR") or 50 United States Code 2401-2420 (Export Administration Act of 1979, as amended), 50 United States Code 1701-1706, (International Emergency Economic Powers Act, as amended), and 15 Code of Federal Regulations 768 – 799 (Export Administration Regulations) and their successor and supplemental laws and regulations (collectively hereinafter referred to as the "Export Laws and Regulations"). Seller represents and warrants that it is either 1) a U.S. Person as that term is defined in the Export Laws and Regulations, or 2) a Foreign Person as that term is defined in the Export Laws and Regulations and has disclosed to Numerica's Representative in writing the country in which it is incorporated/authorized/organized to do business, and all nationalities of any dual or third-country national employees who will require access to the data, articles or services provided hereunder. Seller shall comply with any and all Export Laws and Regulations, and any license(s) issued there under.

1. Registration. If Seller is a U.S. entity and is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, Seller represents that it is registered with the U.S. Department of State's Directorate of Defense Trade Controls, as required by the ITAR, and it maintains an effective export and import compliance program in accordance with the ITAR.
2. Foreign Persons. Seller shall not re-transfer any export-controlled information (e.g. technical data or software) to any other non-US person or entity (including the Seller's dual and/or third-country national employees) without first complying with all the requirements of the applicable Export Laws and Regulations. Prior to any proposed re-transfer, Seller shall first obtain the written consent of Numerica. No consent granted by Numerica in response to Seller's request shall relieve Seller of its obligations to comply with the provisions of paragraph A. of this Clause or the Export Laws and Regulations, nor shall any such consent constitute a waiver of the requirements of paragraph A. hereinabove, nor constitute consent for Seller to violate any provision of the Export Laws and Regulations

B. Political Contributions, Fees and Commissions.

In performance of this Order, Seller shall not directly or indirectly pay, offer or agree to pay any political contributions as defined in 22 Code of Federal Regulations (CFR) 130.6 or any fees or commission as defined in 22 CFR 130.5

C. Import Compliance. Both parties shall comply with all U.S. Customs laws and regulations (e.g., 19 CFR) and all other applicable U.S. government regulations pertaining to importations of goods and materials into the United States.

For International Purchase Orders (Purchase orders issued to entities addressed in foreign countries): Specifically, without excluding other regulations, Seller shall comply with and adhere to the commercial invoice requirements detailed in 19 CFR 141 subpart F of the regulations, and provide additional information as requested by Numerica. Seller shall immediately upon discovery, notify Numerica of any change to the shipment data related to product valuation, quantities shipped, country of origin, port of export and any additional information directed by Numerica. Seller will timely provide pre-alert shipping information and documentation prior to shipment arrival to the U.S. Numerica will direct Seller where to send pre-alert shipping information and documentation. Pre-alert shipping documentation includes, but is not limited to, a commercial invoice, airway bill, bill of lading, and other required documentation as directed by U.S. regulations and Numerica.

For Domestic Purchase Orders (Purchase orders issued to entities addressed in the United States): Seller shall assume all U.S. import responsibilities, to include designation as U.S. Importer of Record, Customs clearance, duty, taxes, and fees for goods entering into the United States. Unless otherwise agreed in writing, Numerica will not assume any import liabilities for goods procured through a domestic purchase order.

D. Indemnification.

Seller shall indemnify and save harmless Numerica from and against any and all damages, liabilities, penalties, fines, costs, and expenses, including attorney's fees, arising out of claims, suit, allegations or charges of Seller's failure to comply with the provisions of this Clause and breach of the warranty set forth in paragraph A or B. Any failure of Seller to comply with the requirements or any breach of the warranty contained in this Clause shall be a material breach of this Order.

E. Subcontracts.

The substance of this Clause shall be incorporated into any lower-tier subcontract or purchase order entered into by the Seller for the performance of any part of the work under this Order.

F. Notification.

Seller agrees to provide prompt notification to Numerica in the event of changes in circumstances such as ineligibility to contract with US Government, debarment, assignment of consent agreement, and initiation or existence of a US Government investigation that could affect Seller's performance under this contract. Further, Seller agrees to provide prompt notification of any offer, agreement or payment of political contributions, fees or commissions pursuant to this Order as required under 22 CFR Part 130.

CLAUSE NO. 12 - INDEMNIFICATION: To the extent that Seller's agents, employees, or subcontractors enter upon premises occupied by or under the control of Numerica, or any of its customers, or suppliers, in the course of the performance of this purchase order, Seller shall take all necessary precautions to prevent the occurrence of any injury (including causing death) of any persons, or of any damage to any property, arising out of acts or omissions of such agents, employees, or subcontractors; and, except to the extent that any such injury or damage is due directly and solely to Numerica's negligence, Seller shall indemnify, defend, and hold Numerica, its officers, employees, and agents, harmless from any and all costs, losses, expense, damages, claims, suit, or any liability whatsoever, including attorney's fees, arising out of any act or omission of Seller, its agents, employees, or subcontractors. See Clause No. 19 below with respect to certain insurance requirements.

CLAUSE NO. 13 - NUMERICA'S PROPERTY: Title to all property furnished to Seller by Numerica or paid for by Numerica shall remain with Numerica. Seller shall not alter or use such property for any purpose or for any other party other than that specified by Numerica, without the prior written consent of Numerica. Seller shall keep adequate records, which shall be made available to Numerica upon request, and shall store, protect, preserve, repair, and maintain such property in accordance with sound industrial practice, all at Seller's expense.

In the event that Numerica's property becomes lost or damaged to any extent for any cause while in Seller's possession, Seller agree to replace or repair such property, at Seller's expense, in accordance with Numerica's request. At the completion or any termination of the work for the goods or services for which Numerica's property was required, Seller shall request disposition instructions for all such property, or the remainder thereof, whether in its original form or in semi-processed form. Seller shall make such property available to Numerica per Numerica's request, including preparation, packaging, and shipping as directed. Expense for preparation for shipment shall be for Seller's account and shipment shall be made FOB Seller's plant. Numerica may, at its sole discretion and by written notice, divest itself of title in favor of Seller.

CLAUSE NO. 14 - COMPLIANCE WITH LAWS: Seller warrants that it shall comply with all applicable federal, state, or local laws, rules, and regulations in the performance of this Agreement. Seller shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. **The parties hereby incorporate the requirements of 41 C.F.R. §60-1.4(a), 60-250.5, 60-300.5(a), 60-741.5(a) and 29 C.F.R. § 471, Appendix A to Subpart A, if applicable."** If you would like further information on this clause, please contact Numerica.

CLAUSE NO. 15 - RELATIONSHIP OF THE PARTIES: The relationship of Seller to Numerica shall be that of an independent contractor and nothing herein contained shall be construed as creating any employer/employee, agency, or other relationship of any kind. Seller's employees, agents or representatives (hereinafter "Employees") performing Services under this Order shall at all times be under Seller's direction and control. Seller shall pay all wages, salaries, and other amounts due its Employees in connection with this Order and shall be responsible for all reports and obligations for its Employees, including, but not limited to, social security and income tax withholdings, unemployment compensation, worker's compensation, and equal employment opportunity reporting.

THIS ENGAGEMENT SHALL NOT INVOLVE CONTACT DIRECTLY OR INDIRECTLY WITH REPRESENTATIVES OF THE U.S. GOVERNMENT, FOREIGN OFFICIALS, FOREIGN ENTITIES, FOREIGN PERSONS OR LOBBYING WHEN SERVICES ARE PERFORMED IN ANY CONNECTION WITH (1) MARKETING OR MARKETING RELATED ACTIVITIES, (2) DEVELOPMENT OR IMPLEMENTATION OF BUSINESS OR PROGRAM STRATEGIES

CLAUSE NO. 16 - SELLER'S EMPLOYEES: All personnel assigned by Seller to perform the Services to be furnished hereunder shall be capable, skilled, qualified and competent to perform such Services. Numerica may require Seller to remove from its or customer's premises any employee, agent, or representative of Seller, or any of its subcontractors, Numerica deems incompetent, careless or negligent.

CLAUSE NO. 17 - BADGES AND PLANT SECURITY: If this Order requires Seller's personnel to enter Numerica's or Numerica's customer's premises, Seller agrees to abide by and comply with, and require its Employees to abide by and comply with, such rules and regulations pertaining to physical security as may be prescribed by Numerica and/or Numerica's Customer.

CLAUSE NO. 18 - CONFLICT OF INTEREST: Seller warrants that no conflict of interest exists between the Services and Products to be provided under this Order and Seller's other activities. Seller shall immediately advise Numerica of any such conflict of interest or potential conflict of interest which arises during performance of this Order.

CLAUSE NO. 19 - INSURANCE (Clause is applicable only if, and then only to the extent, work under this purchase order is to be performed by Seller on property under ownership, possession, or control of Numerica or Numerica's customer): Seller shall maintain the following insurances: (1) Worker's or Workmen's Compensation Insurance within statutory limits and in accordance with the law of the relevant state, including All State and Voluntary Compensation endorsement; (2) Employer's Liability Insurance with a limit of \$2,000,000; (3) Comprehensive General Liability Insurance, including (i) Operations and Premises Liability (with elevator liability), (ii) Contractor's Protective Liability, (iii) Completed Operations and Product Liability (maintained in effect for a period of five years after the date of final payment), (iv) Personal Injury Liability, (v) Contractual Liability, and (vi) Broad Form Property Damage Liability (including for completed operations), on an occurrence basis in an amount of a combined single limit of not less than \$2,000,000 per occurrence; and (4) Comprehensive Automobile Liability Insurance, including (i) personal injury and (ii) property damage, to cover (a) owned automobiles, (b) automobiles under long-term lease, (c) hired automobiles, (d) employer's non-ownership liability, (e) medical payments, and uninsured motorists, in the amount of a combined single limit of not less than \$2,000,000 per occurrence.

Such insurance coverage as is required under this purchase order shall be in a form and with insurance carriers satisfactory to Numerica and without additional cost to Numerica as a price adjustment, unless otherwise expressly provided for elsewhere within this purchase order. Such insurance shall protect (i) Seller, (ii) Numerica, (iii) any other party expressly designated by Numerica elsewhere within this purchase order, from claims that arise out of or result from operations by (i) Seller under this purchase order, or (ii) any lower-tier subcontractor(s) of Seller, or (iii) anyone directly or indirectly employed by any of them, or (iv) anyone for whose acts any of them may be liable.

Seller shall have all liability insurance required under this purchase order amended or endorsed to name Numerica as an additional insured and to indicate that, with respect to the additional insured, there shall be severability of interest. As evidence of said coverage, Seller shall forward certificates of insurance, or copies of insurance policies, to Numerica, which instruments shall contain a provisions requiring notification of Numerica in writing of any cancellation or nonrenewal of said coverage not less than thirty days before its effectivity.

If Seller fails to purchase or maintain liability insurance required under this purchase order, Numerica may, but is not obligated to, purchase such insurance on Seller's behalf and shall be entitled to be repaid for any premiums paid therefore by Numerica.

CLAUSE NO. 20 - SERVICE RATES AND INVOICING: The rates for straight time and overtime work, which Seller will bill Numerica, for Services furnished under this Order, shall be those set forth in this Order. Numerica shall make no payment for work performed during holiday, or other overtime periods, unless such work is expressly authorized by Numerica. Seller represents that the rates set forth in this Order include all profit, wages, salaries, overhead, taxes, and other costs and expenses. Travel where expressly authorized in the Purchase Order, shall be reimbursed in accordance with the Federal Travel Regulations (FTR) and FAR 31.205.46. Unless otherwise specified, Seller shall submit an invoice in duplicate to Numerica's procurement representative at the location identified on the face of this Order and shall include: Purchase Order number, Purchase Order type, item number, part number (if applicable), and a brief description of the Service or Product. Seller shall also provide such evidence as Numerica may reasonably require in support of the invoice. No invoice shall be issued prior to completion of Services or shipment of Products. Payment due dates, including discount periods, will be calculated from the date of acceptance of Service or Product, or receipt of correct invoice, whichever is later. Payment of invoice shall not constitute approval or acceptance of Services or Products rendered. At any time prior to final payment under this Order, Numerica may have invoices audited as to validity. Payment of Seller's invoices shall be subject to adjustment for any amounts found upon audit or otherwise to have been improperly invoiced.

CLAUSE NO. 21 - TAXES: Seller's prices shall be exclusive of any federal, state, or local sales, use, or excise taxes levied upon, or measured by, the sale, the sales price, or use of goods required in the performance of this purchase order. Seller shall list separately on its invoice (or voucher) any such tax lawfully applicable to any such goods, and payable by Numerica, with respect to which Numerica does not furnish to Seller lawful evidence of exemption. Seller shall comply with any reasonable request by Numerica regarding payments under protest, and regarding any refunds, claims, litigation, or proceedings with respect to any such taxes and shall make appropriate adjustments to afford Numerica the benefit of any refund or reduction in such taxes.

CLAUSE NO 22 - LIMITATION OF PAYMENTS (Applicable to Time and Materials Orders Only): Seller shall not exceed the total funded ceiling amount of this order unless increased in writing by Numerica. Seller shall not supply services for any period beyond that authorized by Numerica in writing. All work performed beyond the stated expiration date of the order will be at the Sellers "Own Risk". No legal liability on the part of Numerica may arise until the Seller receives written notice from Numerica that the period of performance has been extended and funding is available. Numerica shall not be obligated to pay Seller for any amount of work not performed by personnel in the labor categories set forth within the purchase order.

CLAUSE NO. 23 - REMEDIES: Each of the rights and remedies reserved by Numerica in this purchase order shall be cumulative and additional to any other or further remedies provided in law or equity or in this purchase order. A waiver of a breach of any provision hereof shall not constitute a waiver of any other breach.

CLAUSE NO. 24 - ASSIGNMENT: This purchase order or any interest therein, including any claims for monies due or to become due with respect thereto, may only be assigned upon the written consent of Numerica. Any payment to any assignee of any claim under this purchase order, in consequence of such consent, shall be subject to set-off, recoupment, or other reduction for any claim that Numerica may have against Seller.

CLAUSE NO. 25 - NOTICE OF LABOR DISPUTES: Whenever Seller has knowledge that any actual or potential labor dispute is delaying, or threatens to delay, the timely performance of this purchase order, Seller shall immediately give written notice thereof, including all relevant information with respect thereto, to Numerica.

CLAUSE NO. 26 - GOVERNING LAW: This purchase order, and the acceptance thereof, shall be a contract made in the state of Numerica's office address as shown on the face of this purchase order, and shall be governed by and construed according to the laws thereof if to be wholly performed within such state.

CLAUSE NO. 27 - NUMERICA EXCUSABLE DELAY: Numerica may delay delivery and/or acceptance occasioned by causes beyond its control.

CLAUSE NO. 28 - TERMINATION FOR CONVENIENCE: Numerica may at any time terminate this purchase order in whole or in part for its convenience upon written notice to Seller, in which event Seller shall be entitled to reasonable termination charges consisting of a percentage of the purchase order price reflecting the percentage of the work performed prior to termination, plus any reasonably incurred settlement expenses.

CLAUSE NO. 29 - PATENTS AND DESIGN RIGHTS: Seller agrees, at its own expense, to defend any suit or action against Numerica or against those selling or using the goods or services covered by this purchase order for alleged infringement of patent or invention rights arising from the sale or use of such goods or services, and to indemnify and save Numerica harmless from any damages, liabilities, claims, losses, and expenses (including attorneys' fees) paid or incurred by Numerica in connection with any such suit or action, whether against Numerica or against those selling or using the goods or services covered by this purchase order.

Seller as part consideration for this purchase order and without further cost to Numerica hereby grants and agrees to grant to Numerica an irrevocable non-exclusive, royalty-free right and license to use, sell, manufacture and cause to be manufactured products embodying any and all inventions and discoveries made, conceived or actually reduced to practice in connection with Seller's performance of this purchase order and Seller hereby grants to Numerica a license to repair, rebuild or relocate and to have repaired, rebuilt or relocated the goods purchased by Numerica under this purchase order. Seller agrees that if this purchase order covers research and development work, and any discoveries, inventions or patents result therefrom, the entire right, title and interest in and to such discoveries, inventions and patents shall belong to Numerica.

CLAUSE NO. 30 - CLAUSE MODIFICATION REQUIRED BY NUMERICA'S CUSTOMER: Seller agrees to incorporate into this purchase order any revised clause or additional clause as Numerica may reasonably deem necessary to enable Numerica to comply with the provisions of the higher-tier contract and any modifications thereto. If any such revised clause or additional clause causes any increase or decrease in the cost of or time required for performance of the purchase order work, an equitable adjustment shall be made in accordance with the procedures of the Changes clause hereof.

CLAUSE NO. 31 - CHANGES: Numerica may at any time, by a written order, make changes within the general scope of this purchase order for compliance by Seller, in any one or more of the following: (i) drawings, designs, or specifications, where the supplies or services to be furnished are to be specifically manufactured or produced for Numerica in accordance therewith; (ii) method of shipment or packing; (iii) place of delivery; and (iv) delivery schedule and period of performance of work.

If any such change causes an increase or decrease in the cost of or the time required for the performance of any part of the work under this purchase order (whether or not changed by such written order), an equitable adjustment shall be made in the purchase order price or delivery schedule and period of performance, or both, and the purchase order shall be modified in writing accordingly. Any claim by Seller for equitable adjustment under this clause shall be asserted within 20 days from the date of receipt by Seller of the notification of change.

CLAUSE NO. 32 - STOP-WORK ORDER: Numerica may, at any time, by written order to the Seller, require the Seller to stop all, or any part, of the work called for by this purchase order for a period of 90 days after the written order is delivered to the Seller, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the stop-work order, the Seller shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Seller, or within any extension of that period to which the parties shall have agreed, Numerica shall either (1) cancel the stop-work order; or (2) terminate the work covered by the stop-work order as provided for in Clause No. 28 of this purchase order.

If a stop-work order issued under this clause is canceled or the period of that order or any extension thereof expires, the Seller shall resume work. Numerica shall make an equitable adjustment in the delivery schedule or contract price, or both, and the purchase order shall be modified in writing accordingly if (1) the stop-work order results in an increase in the time required for, or in the Seller's cost properly allocable to, the performance of any part of this purchase order; and (2) the Seller asserts its rights to the adjustment within 20 days after the end of the period of work stoppage.

If a stop-work order is not canceled and the work covered by the stop-work order is terminated for the convenience of Numerica, Numerica shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement. If a stop-work order is not canceled and the work covered by the order is terminated for default, Numerica shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

CLAUSE NO. 33 - ENTIRE AGREEMENT: Except when issued to carry out a written contract between the parties, this purchase order constitutes the entire agreement of sale and purchase of the goods and services identified herein, and is expressly limited to and made conditional upon the acceptance of all the terms and conditions. Any additional or different terms and conditions contained in any prior quotation or that may be contained in any acknowledgment of this purchase order shall be deemed objected to by Numerica without further notice of objection and shall be of no effect nor under any circumstances be binding upon Numerica. Seller shall be deemed to have assented to all terms and conditions hereof if any of the goods are shipped or services provided to Numerica.

CLAUSE NO. 34 - LIMITATION OF NUMERICA'S LIABILITY/ STATUTE OF LIMITATIONS: In no event shall Numerica be liable for anticipated profits or for incidental or consequential damages. Numerica's liability on any claim of any kind for any loss or damage arising out of or connected with or resulting from this purchase order or from the performance or breach thereof shall, in no case, exceed the price allocable to the goods or services or unit thereof which gives rise to the claim. Numerica shall not be liable for penalties of any description. Any action resulting from any breach on the part of Numerica as to the goods or services delivered hereunder must be commenced within one year after the cause of action has accrued.

CLAUSE NO. 35 - WARRANTY OF PRICE AND PROSPECTIVE ADJUSTMENT: Seller warrants that the price(s) for the goods or services sold to Numerica under this purchase order are not less favorable than those currently extended to any other customer for the same or like goods or services in equal or smaller quantities. Further, in the event Seller reduces its price(s) for such during the term of this purchase order, Seller agrees to reduce the price(s) hereof correspondingly.

CLAUSE NO. 36 - CITIZENSHIP OR AUTHORIZED FOREIGN NATIONAL REQUIREMENTS: (Clause may be invoked in writing by Numerica (i) at any time/s within performance of this purchase order, and (ii) without adjustment of any terms and conditions of this purchase order.) Persons assigned under this order to work in any of Numerica's facilities need to have original documents sufficient to establish identify, and citizenship or authorized immigration status, and to present them upon initially reporting to work and when requested thereafter. For those individuals who are not U.S. citizens, one of the following must be provided:

(1) Alien Registration Receipt Card (INS Form I-151) with photograph; (2) Resident Alien Card (INS Form I-551) with photograph; (3) Temporary Resident Card (INS Form I-688); (4) Employment Authorization Card (INS Form I-688-A); (5) Declaration of Intent to Become a Citizen (INS Form I-772); Unexpired Foreign Passport with either – (a) An unexpired stamp reading "Processed for I-551, Temporary Evidence of Lawful Admission for permanent residence. Valid until (with date inserted). Employment authorized" or (b) An attached Form I-94, bearing the same name as the passport, which contains a current employment authorization stamp, so long as the proposed employment does not conflict with any restrictions/limitations on the I-94; (6) Employment Authorization Document (INS Form I-688-B); or (7) Employment Authorization Document (INS Form I-766).

CLAUSE NO. 37 - CERTIFIED SCREENING FOR ALCOHOL AND DRUG ABUSE: (Clause may be invoked in writing by Numerica (i) at any time/s within performance of this purchase order, and (ii) without adjustment of any terms and conditions of this purchase order.) Seller agrees, and shall certify in writing, that each of its employees and consultants to perform work under this purchase order on the property of Numerica or its customer shall have passed a generally recognized alcohol and drug abuse test within sixty days (or any other period of time agreed to in writing by Numerica) preceding the commencement of such work thereby (unless excused in writing by Numerica).

CLAUSE NO. 38 - TERMINATION FOR DEFAULT: Numerica may forthwith terminate this purchase order in whole or in part for default in the event of the occurrence of any of the following: (1)(i) Insolvency of the Seller-Seller shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not and whether insolvent within the meaning of the Federal Bankruptcy Act or not; (ii) the filing of a voluntary petition to have Seller declared bankrupt; (iii) the appointment of a receiver or trustee for Seller, or (iv) the execution by Seller of an assignment for the benefit of creditors. (2) Failure of Seller per the terms of this purchase order to – (i) deliver the supplies or perform the services within the time specified in this purchase order to any authorized extension, (ii) make progress so as to endanger the performance of this purchase order, or (iii) perform to any other substantive provisions of this purchase order. The Seller shall diligently proceed with performance of any purchase order work not terminated.

CLAUSE NO. 39 - SUSPECT/COUNTERFEIT PARTS: Seller represents and warrants that it has policies and procedures in place to ensure that none of the supplies or materials furnished under this Purchase Order are "suspect/counterfeit parts" and certifies, to the best of its knowledge and belief that no such parts have been or are being furnished to Numerica by Seller. "Suspect/counterfeit parts" are parts that may be of new manufacture, but are misleadingly labeled to provide the impression they are of a different class or quality or from a different source than is actually the case. They also include refurbished parts, complete with false labeling, that are represented as new parts or any parts that are designated as suspect by the U.S. Government, such as parts listed in alerts published by the Defense Contract Management Agency under the Government-Industry Data Exchange Program (GIDEP). If Numerica reasonably determines that Seller has supplied suspect/counterfeit parts to Numerica, Numerica shall promptly notify Seller and Seller shall immediately replace the suspect/counterfeit parts with parts acceptable to Numerica. Seller shall include the substance of this clause in all applicable purchase orders or subcontracts issued in the performance of this order. Notwithstanding any other provision contained herein, Seller shall be liable for all costs incurred by Numerica to remove and replace the suspect/counterfeit parts, including without limitation Numerica's external and internal costs of removing such a counterfeit parts, of reinserting replacement parts and of any testing necessitated by the reinstallation of Seller's goods after counterfeit parts have been exchanged. In addition, Numerica may unilaterally terminate this order for Convenience depending on the impact of the delivery of Suspect/Counterfeit parts on the Seller's overall performance on this order. Seller's warranty against suspect/counterfeit parts shall survive any termination or expiration of this Purchase Order.

CLAUSE NO. 40 - WARRANTY OF AUTHENTICITY: Seller warrants that all products delivered under this purchase order are new and in their original packaging. No substitutions are to be supplied without Numerica's prior written consent. Seller certifies that the products are genuine products authorized by the Manufacturer and are entitled to the full Manufacturer's warranty and service including any related software. Seller shall include the substance of this clause in all applicable purchase orders or subcontracts issued in the performance of this order.

CLAUSE NO. 41 - NEGOTIATED TERMS: All terms of this purchase order were negotiated between the parties at arm's length. The parties agree that in the event a dispute arises in connection with this purchase order, the terms contained in this purchase order shall be given their plain meaning, and that no term shall be construed in favor of one party over the other by virtue of one party having drafted a term in this purchase order.

CLAUSE NO. 42 - WAIVER OF JURY TRIAL, JURISDICTION: Seller and Numerica expressly acknowledge that by signing this purchase order they are giving up their respective right to a jury trial with respect to any claims regarding, relating to or arising out of this purchase order. Each party hereto irrevocably and unconditionally (i) agrees that any suit, action or other legal proceeding arising out of or in connection with this purchase order shall be brought exclusively in the United States District Court for the State of Colorado or, if such court does not have jurisdiction or will not accept jurisdiction, venue of any court of general jurisdiction in the County of Larimer, Colorado; (ii) consents to the jurisdiction and venue of any such court in any suit, action or legal proceeding; and (iii) waives any objection which such party may have to the laying of venue of any such suit, action or proceeding in any such court. Pending any decision, appeal, or judgment, or the settlement of any dispute arising under, out of, or in connection with this purchase order (except with respect to any cancellation or termination of any work covered by this purchase order), Seller shall proceed diligently with the performance of this purchase order.