



## **HJF Medical Research International, LTD/GTE General Purchasing Standard Terms and Conditions**

1. **COMPLETE AGREEMENT.** These HJFMRI LTD/GTE General Purchasing Standard Terms and Conditions shall become binding upon Seller commencing performance in accordance with or otherwise acknowledging acceptance of a purchase order from HJF Medical Research International, LTD/GTE (“Buyer”), hereinafter a “Purchase Order.” These terms and conditions, together with any applicable Supplemental Terms and Conditions (as referenced below), or other documents referenced in the Purchase Order, constitute the entire agreement between the parties, superseding all prior negotiations, proposals, and writings pertaining to the subject matter of the Purchase Order, whether written or oral. Any reference to Seller’s quotation, bid, or proposal does not imply acceptance of any term, condition, or instruction contained in such document.
2. **SUPPLEMENTAL TERMS & CONDITIONS.** If the Purchase Order is placed under a Government Prime Procurement Contract, Assistance Agreement, Other Transaction, or privately-funded grant or contract (“Prime Award”), the applicable clauses from such Prime Award are set forth in the Supplemental Terms and Conditions which are incorporated by reference into the Purchase Order with the same force and effect as though set out in full text herein.
3. **ACCEPTANCE OF THE PURCHASE ORDER.** Seller’s written acknowledgement of the Purchase Order, its commencement of any performance under the Purchase Order, or acceptance of any payment under the Purchase Order, shall constitute Seller’s unqualified and irrevocable acceptance of the Purchase Order subject solely to these terms and conditions. Any terms or conditions proposed by Seller inconsistent with or in addition to the terms and conditions contained in the Purchase Order shall be void and of no effect unless specifically agreed to in writing by Buyer, regardless of whether or not such terms and conditions materially alter this Order and irrespective of any payment by Buyer hereunder.
4. **ACCEPTANCE OF GOODS AND SERVICES:**
  - (a) All goods and/or services provided by Seller under the Purchase Order shall be in accordance
  - (b) with the requirements of the Purchase Order, including all applicable exhibits and attachments, and shall be subject to rejection if such goods and/or services are nonconforming. No inspection or evaluation performed by Buyer (and/or Buyer’s customer, if applicable) shall in any way relieve Seller or its suppliers of their obligation to furnish all required goods and/or services in strict accordance with the requirements of the Purchase Order. If any of the goods and/or services provided hereunder do not conform with the requirements of the Purchase Order, Buyer may require Seller to replace the goods or perform the work and/or services again in conformity with the applicable requirements at no cost to Buyer. At Buyer’s sole option, any rejected items may be returned for credit or replacement at Seller’s risk and expense, and all handling and transportation expenses, both ways, shall be assumed by Seller. No items returned as defective shall be replaced without written authorization from Buyer.
  - (c) It is expressly agreed that payment by Buyer to Seller for goods and/or services provided under the Purchase Order shall not constitute acceptance. It is further agreed that nothing in the Purchase Order shall require Buyer to accept any goods and/or services prior to acceptance thereof by Buyer’s customer, if applicable. Goods and/or services provided under the Purchase Order shall be deemed accepted only when Buyer determines the goods and/or services to be in conformance with the requirements of the Purchase Order.
  - (d) Acceptance shall be conclusive, except for latent defects, fraud, or gross mistakes amounting to fraud.

5. **PACKING AND SHIPMENT.** As applicable, Seller agrees to ensure that shipments are properly packed and described in accordance with standard commercial practice and applicable carrier regulations unless otherwise specified by Buyer. No charge shall be allowed for packing, marking, shipment, or handling unless otherwise stated in the Purchase Order. On all shipments, a packing list shall accompany each container and shall describe the contents of that container and reference the appropriate Purchase Order and item number. The bill of lading also will reference the Purchase Order and item number. Seller is responsible for all shipments that are damaged in transit due to improper packaging, improper marking, improper judgment, or other act or omission of the Seller. Partial shipments, if authorized by Buyer, shall not be construed as making the obligations of Seller severable. All goods received in excess of Purchase Order requirements shall be subject to return for credit at Seller's expense.
6. **INVOICES.** Unless otherwise stated in the Purchase Order, the Seller shall submit itemized invoices to the HJF Accounts Payable Department at [ap-docs@hjf.org](mailto:ap-docs@hjf.org) on a monthly basis for goods delivered, services performed, and milestones completed. Invoices shall contain the following information, as applicable: (a) invoice number and date; (b) the Seller's name and address; (c) Purchase Order number; description of goods delivered and services performed or milestone(s) completed in sufficient detail to support the charges billed; (d) labor categories, labor hours, and extended dollar totals by category; (e) quantities of supplies/goods delivered, description of item/work, unit prices and extended prices; (f) name, title and signature of person certifying the accuracy and completeness of the invoice; (j) name and address to which payment is to be sent; and (k) any other information or documentation required by the provisions of the Purchase Order. The name and address to which payment is to be sent must be the same as stated in the Purchase Order or on proper notice of assignment. If payment is to be sent directly to a bank include the name of the bank, the swift code (if applicable), the account number and name, the bank address, and any other information required to ensure proper deposit. All invoices must be submitted electronically to the email address provided in the Purchase Order form, as applicable, with a copy to the Buyer Administrative Contact for approval. Alternatively, in the event that the Seller does not possess electronic capacity, hard copies shall be prepared and submitted in original plus one (1) copy to the address specified in the Purchase Order form, as applicable. The Seller shall submit the final invoice within sixty (60) days after the completion, termination or expiration of the Purchase Order. The final invoice shall constitute Seller's final statement of payments due. Unless Buyer authorizes an extension to allow the Seller to submit its final invoice more than 60 (sixty) days after the Purchase Order completion date, end date or termination date, Buyer reserves the right to unilaterally closeout the Purchase Order without Seller's final invoice. Buyer is under no obligation to make any payment(s) for invoices submitted 60 days after the Purchase Order completion date, end date or termination date.
7. **TAXES and DUTIES.** Unless otherwise specified, all prices include all applicable federal, state, and local taxes, as well as duties, tariffs, VAT and similar fees imposed by any government, all of which shall be listed separately on the invoice. Prices and invoices shall not include any taxes or charges for which Buyer has a valid exemption certificate.
8. **PAYMENTS.** Unless otherwise stated in the Purchase Order, payments to Seller will be made within thirty (30) days after receipt of a proper invoice or Buyer's acceptance of conforming goods or services covered by the invoice, whichever is later. In the event an invoice includes charges for items that do not conform to the requirements of the Purchase Order, Buyer may refuse payment for said charges. The acceptance of minimal discount offers (e.g., prompt payment discounts) will be at the discretion of Buyer. All invoices presented by the Seller shall be submitted and paid in accordance with the terms and conditions of the Purchase Order. If Seller desires Buyer to wire payments, Seller must maintain an account at an official banking institution for the duration of the Purchase Order; in the event that Seller changes banking institutions, Seller is required to notify Buyer in writing at least thirty (30) days prior to such change.
9. **DELAYS, TIME IS OF THE ESSENCE, FORCE MAJEURE.** Time is of the essence in the Purchase Order. Seller's timely performance is a critical element of the Purchase Order. If Seller becomes aware of difficulty in timely performing the Purchase Order, Seller shall promptly notify Buyer, in writing, giving pertinent details. Such notification shall not change any performance or delivery schedule. Failure to meet the agreed performance or delivery schedule shall be considered a breach of the contract. Seller agrees to pay to Buyer any penalty and damages imposed upon or incurred by Buyer for failure of Seller to perform or deliver articles, materials, or work on scheduled performance or delivery dates. Where the delay is caused by "Force Majeure," Buyer shall have the right to either: (i) terminate, by written notice to Seller, all or part of the Purchase Order without liability to Seller of any kind for the terminated part(s) or (ii) extend the date of delivery or

performance for a period equal to the duration of the delay, but Seller shall not be entitled to any extra compensation for such delay. "Force Majeure" means fires; strikes; riots; embargoes; explosions; earthquakes; floods; wars; acts of terrorism; the elements; labor disputes; shortages of or inability to secure materials or transportation facilities; governmental actions; acts of God; or other causes or events beyond a party's control. Seller shall not be excused from performance hereunder where alternate sources of materials, goods, or services are available.

10. **TITLE.** Seller warrants full and unrestricted title to Buyer for the goods and services furnished by Seller under the Purchase Order, free and clear of any and all liens, restrictions, reservations, security interests, or encumbrances. Transfer of title shall occur upon acceptance of goods and services or 30 days after receipt of goods and services, whichever is earlier. If Buyer makes installment or progress payments to Seller under the Purchase Order, title to the goods ordered hereunder (including work in progress, components thereof, and materials therefor) shall pass to Buyer at the time the first installment or progress payment is made or as otherwise specified in the Purchase Order. Care, custody, and control of such goods remain with Seller until such time as Buyer takes physical possession or otherwise agrees in writing by change order to the Purchase Order.
11. **WAIVERS.** The observance of any term or condition of the Purchase Order may be waived (whether generally or in a particular instance and either retroactively or prospectively) by the party entitled to enforce such term, but any such waiver will be effective only if in a writing signed by the party against which such waiver is to be asserted. Except as otherwise provided in the Purchase Order, no failure or delay of either party in exercising any power, right, or remedy under the Purchase Order will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or remedy, preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. A waiver by either party shall be limited to the specific instance in which it is given and, therefore, any waiver by either party of any obligation of the other party under or breach by the other party of the Purchase Order or of any power, right, or remedy of the waiving party shall not be a waiver of any other obligation or further or future performance of the same obligation, of any other or succeeding breach, of any other or further exercise of such power, right, or remedy or any other power, right, or remedy.
12. **WARRANTY.** In addition to Seller's standard warranty and any warranty specified in any other part of the Purchase Order, Seller warrants that all goods and services furnished pursuant to the Purchase Order shall strictly conform to applicable specifications, drawings, samples, designs, descriptions, and other requirements of the Purchase Order and be free from defects in design, material, manufacture and workmanship. All warranties shall survive inspection and acceptance of, and payment for, the goods and services. All warranties shall run to Buyer and Buyer's customer (as applicable) and their respective successors and assigns. The warranty shall extend for a period of one (1) year after Buyer's final acceptance unless a different period is set forth elsewhere in the Purchase Order. If any nonconformity of the goods or services appears within that time, Seller shall promptly repair, replace, or re-perform, at Buyer's option. Any such repair, replacement, or repeat performance shall be at Seller's expense. Goods and services so required to be repaired, replaced, or repeated shall be subject to this provision and the ACCEPTANCE OF GOODS AND SERVICES provision of the Purchase Order in the same manner and to the same extent as the goods and services originally provided under the Purchase Order. If repair, replacement, or re-performance is not timely, Buyer may elect to repair or re-procure the nonconforming goods and services at Seller's expense.
13. **INTELLECTUAL PROPERTY INFRINGEMENT.** Seller, at its sole expense, shall indemnify, hold harmless, and defend Buyer, its officers, agents, employees, successors, and customers (mediate and immediate) from and against any suit or proceeding brought against Buyer based on a claim, actual or alleged, that the purchase, manufacture, use, or sale of any goods or services or any part thereof supplied under the Purchase Order, constitutes infringement of any patent, copyright, trademark, or proprietary information right of others, and Seller shall pay all loss, expense, liability, damages, and costs awarded therein against Buyer at law or in equity. Seller shall be promptly notified, in writing, of the suit or proceeding and shall be given adequate authority, information, and assistance, at Seller's expense, for the defense of same, subject to the right of Buyer to participate at its expense and to be fully advised by Seller in advance of all actions taken. In case said goods or any part thereof are, in such suit, held to constitute infringement or the sale or use of said goods or parts thereof are enjoined, regardless of whether such determination constitutes a final judgment, Seller shall, at its expense, either procure for Buyer the right to sell and use said goods or part thereof or replace the same with substantially equal but non-infringing goods.

14. **INDEMNIFICATION.** Seller agrees to assume the risk of and to release, indemnify, defend, and hold harmless Buyer, and Buyer's customers, and each of their related entities, directors, officers, employees, agents, and assigns ("Indemnitees") from and against any and all losses, damages, liabilities, demands, suits, judgments, claims, costs, and expenses (including personal injuries, property damage, and reasonable attorney's fees) arising from or related to Seller's performance or breach of the Purchase Order or the goods or services furnished thereunder, regardless of whether or not such losses, damages, liabilities, demands, suits, judgments, claims, costs, or expenses are caused in part by an Indemnitee. Neither this Indemnification clause nor any other provision of the Purchase Order shall be construed in any circumstances to constitute an indemnification against any loss, damage, liability, demand, suit, judgment, claim, cost, or expense caused solely by the negligence of such Indemnitee. The indemnity obligations in the Purchase Order shall be deemed to be modified as required to exclude indemnification that is expressly prohibited by applicable law.
15. **LIMITATION OF LIABILITY. IN NO EVENT WILL BUYER BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THE PURCHASE ORDER EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** In no event will Buyer's liability hereunder for damages of any nature exceed the Purchase Order value. No action, regardless of form, arising out of the transactions under the Purchase Order, may be brought by either party more than one (1) year after the cause of action has accrued. Buyer and Seller expressly acknowledge that the limitations contained in this provision represent the parties' agreement based upon the level of risk associated with the performance of their respective obligations hereunder. This provision will survive the expiration or termination of the Purchase Order.
16. **RESERVATION OF RIGHTS.** Subject to the Limitation of Liability Clause above (Clause 15), Buyer expressly reserves all rights and remedies available to it at law or equity, including but not limited to rights and remedies set forth in the Uniform Commercial Code, as applicable. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Purchase Order, and its application is hereby expressly excluded.
17. **CHANGES.** Buyer shall have the right to make changes in the instructions, specifications, and drawings for goods or services covered by the Purchase Order. If Seller believes that any such change increases or decreases the price or time of delivery for such goods or services, Seller shall so notify Buyer (in writing, with adequate supporting documentation) within fifteen (15) days after receipt of written direction from Buyer to make such change. Seller's request for any adjustments shall be deemed waived unless submitted in writing within such fifteen (15) days. Seller shall not implement the change unless directed in writing by Buyer to perform said change, and, if Seller timely requests, Buyer and Seller shall mutually agree in writing upon an equitable adjustment in the price and/or delivery date to reflect the effect of such change. Seller shall not suspend performance of the unaffected portion of the Purchase Order while Buyer and Seller are in the process of making such changes and any related adjustments, or at any time thereafter, unless so instructed in writing by Buyer. No agreement or understanding modifying or waiving the conditions or terms of the Purchase Order shall be binding upon Buyer, nor shall extra compensation be paid by Buyer, unless the agreement or understanding is made in writing and signed by a duly authorized representative of Buyer.
18. **STOP WORK.** Buyer may at any time, by written order to Seller, require the Seller to stop all or any part of the work called for by the Purchase Order for a period of up to ninety (90) days or for such longer period of time as the parties may agree. Upon receipt of such an order, the Seller shall 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 the period of time covered by the stop work order or within any extension of that period, Buyer may (a) cancel the stop work order, or (b) terminate the work covered by the stop work order. If the stop work order is canceled by written notice to Seller or the period covered by the order expires, the Seller shall resume work.
19. **TERMINATION FOR CONVENIENCE.** Buyer reserves the right to terminate the Purchase Order, in whole or in part, for its convenience upon thirty (30) days written notice. On the date of termination stated in the notice, Seller shall discontinue all work pertaining to the Purchase Order, shall place no additional orders, and pending Buyer's instructions, shall preserve and protect materials on hand purchased for or committed to the Purchase Order, work in progress, and completed work both in Seller's and in its suppliers' facilities, and shall dispose of same in accordance with Buyer's instructions. Buyer and Seller shall mutually agree on appropriate cancellation payment to Seller or refund to Buyer, if any, taking into consideration that portion of the work satisfactorily

performed to the date of termination, including reimbursement for reasonable overhead and profit on such work, reasonable and necessary expenses resulting from the termination, as substantiated by documentation reasonably satisfactory to and verified by Buyer, and amounts previously paid by Buyer.

20. **TERMINATION FOR DEFAULT.** If Seller at any time shall default on or fail to perform any of its material obligations under the Purchase Order, be adjudged bankrupt, or make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on account of Seller's insolvency, Buyer may, by written notice to Seller, without prejudice to any other rights or remedies that Buyer may have, terminate further performance by Seller under the Purchase Order. In the event of such termination, Buyer may complete the performance of the Purchase Order by commercially reasonable means, and Seller shall be responsible for the additional costs incurred by Buyer in so doing. Any amounts due Seller for work completed by Seller prior to such termination shall be subject to offset Buyer's additional costs of completing the Purchase Order and other damages incurred by Buyer as a result of Seller's default.
21. **DISPUTE RESOLUTION.**
- (a) In the event of any controversy, claim, or dispute ("Dispute") arising out of or relating to the Purchase Order or the breach thereof, the parties shall follow the following Dispute resolution process to resolve any Dispute as expeditiously as possible. A party shall give written notice to the other party of the Dispute and request initiation of the Dispute resolution process. The parties shall meet (virtually or in person) within ten (10) business days to try to resolve the Dispute. If the parties are unable to resolve the Dispute at the meeting, each party will prepare and provide to the other party a written position statement summarizing unresolved issues and such party's proposed resolution within twenty (20) business days after the meeting. These position statements will be delivered to the designated senior executive officers of each party, who then will attempt to resolve the Dispute. If after thirty (30) business days the parties continue to be unable to resolve the Dispute, either party may commence an action in a court of competent jurisdiction as provided in (b) below.
- (b) For any Dispute that cannot be resolved through the Dispute resolution process set forth in (a) above, either party may commence an action in the Maryland state courts in Montgomery County, Maryland, U.S.A., or, if jurisdiction is proper in U.S. Federal court, in the appropriate U.S. Federal District Court for the District of Maryland, and both parties hereby consent to personal jurisdiction in such state and federal courts in Maryland, U.S.A.
- (c) Notwithstanding the Dispute resolution process in (a) above, this provision shall not be construed to limit a party's right to seek preliminary or permanent injunctive relief in a court of competent jurisdiction as provided in (b) above.
22. The Seller shall proceed diligently with the performance of the Purchase Order pending final resolution of any Dispute.
23. **LIENS.** Seller's obligations under the Purchase Order shall include keeping the premises of Buyer and Buyer's customers free from all claims, liens, and encumbrances. Seller, for itself and all of its contractors and suppliers, waives all rights of lien against the property and premises of Buyer and Buyer's customers for labor performed or for goods furnished.
24. **INSURANCE.** (a) Seller shall maintain and, upon Buyer request, shall provide written proof of the following insurance coverages: Worker's Compensation in amounts required by law and Employer's Liability Insurance with minimum limits of \$500,000 per occurrence; Comprehensive General Liability Insurance with a combined single limit of \$2,000,000 per occurrence for bodily injury and property damage, protecting Seller against claims for bodily injury, including death, and property damage arising out of Seller's operations; Automobile Liability Insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury, contractual endorsement, products, hazards, environmental liability, and property damage covering use and operation of owned, non-owned, and hired vehicles. If Seller subcontracts any of the work to a third party consistent with the terms and conditions of the Purchase Order, Seller shall require such third party to furnish the same insurance and indemnity as are required of Seller hereunder. (b) If any of the aforementioned insurance coverage types or amounts are not available in any country in which the Purchase Order is performed, Seller shall maintain the maximum coverage amounts that are available in such country. To the extent that local laws and regulations require additional insurance policies, broader insurance coverage, and/or

higher insurance limits, Seller agrees to maintain such additional policies, broader insurance coverage, and/or higher insurance limits throughout the term of the Purchase Order.

25. **SERVICE WORK.** In the event the Purchase Order is for the performance of services or installation of goods by Seller upon any property or premise of Buyer or its customer, Seller shall examine the premises to determine whether the premises are safe for such services and shall advise Buyer promptly of any situation it deems unsafe. While on the premises of Buyer or its customer, Seller and its employees shall comply with all applicable safety and health laws, regulations, and ordinances and with Buyer's or its customer's safety and facility rules. Seller shall keep said premises and the vicinity thereof clean of debris caused by its work, and upon completion of work, shall leave the premises clean and ready for use. Upon request of Buyer and at no expense to Buyer, Seller shall promptly remove from said premises any person under the control of Seller who violates any of the aforesaid safety, health, or facility laws, regulations, ordinances, or rules, who may cause or threaten to cause a breach of the peace, or who is otherwise objectionable to Buyer or its customer.
26. **SITE VISITS.** If the Purchase Order requires the Seller to provide any services on the Seller's premises, Buyer and its customer (if applicable), through their authorized representatives, have the right at all reasonable times to make site visits to review the work and to provide technical assistance as may be required. Whenever any site visit is made by Buyer or its customer, the Seller shall provide reasonable facilities and assistance for the safety and convenience of Buyer's or Buyer's customer's representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly interfere with or delay the work.
27. **INDEPENDENT CONTRACTOR.** Seller is not an agent, partner, legal representative, employee, or joint venturer of Buyer for any purpose. Buyer and Seller will at all times remain independent contractors, each engaged in its own separate business and each responsible for its own employees and costs of doing business.
28. **PROPRIETARY INFORMATION.** If there is a nondisclosure agreement in effect between the parties on the issue date of the Purchase Order, that nondisclosure agreement is incorporated herein and applies to Proprietary Information exchanged by the parties in performance of the Purchase Order. If there is no such nondisclosure agreement, the Purchase Order and the documents incorporated therein and all information designated by Buyer as confidential or proprietary shall be deemed "Proprietary Information," and Seller agrees to maintain and keep all Proprietary Information in confidence and not to disclose it to any third party or use such information for any other purpose, except as authorized by Buyer for the performance of the Purchase Order, except with respect to Confidential Information that (i) was known to Seller without a duty of confidentiality before receipt from Buyer as evidenced by written records made prior to such receipt or disclosure (when such prior knowledge did not become known to Seller through disclosure by a third party known to Seller to be subject to an obligation to maintain the confidentiality thereof); (ii) is or becomes a matter of public knowledge through no fault of the Seller or any of its agents; (iii) is rightfully received by Seller from a third party without a duty of confidentiality; or (iv) is independently developed by Seller as evidenced by written records of Seller. Seller shall return or destroy all Proprietary Information and copies thereof to Buyer upon request and shall destroy any notes, analyses, and other documents that contain or otherwise reflect Proprietary Information. This provision shall survive the expiration, termination, or cancellation of the Purchase Order.
29. **INFORMATION DISCLOSED TO BUYER.** With respect to any information, knowledge, or data disclosed to Buyer by the Seller, the Seller represents that it has the full and unrestricted right to disclose the same without incurring legal liability to others, and that Buyer shall have the full and unrestricted right to use and publish the same as Buyer may see fit.
30. **INTELLECTUAL PROPERTY.** Except as otherwise required by applicable clauses incorporated in the Prime Award:
  - (a) Seller shall promptly and fully report and provide to Buyer all data, results, works of authorship, software, software documentation, drawings, designs, specifications, conclusions, discoveries, inventions, improvements, know-how and the like, whether patentable or not, conceived, made, or first reduced to practice by the Seller during the term of the Purchase Order, whether made solely by the Seller or jointly with others, that result from or are suggested by any work the Seller may do pursuant to the Purchase Order (hereinafter "Project IP"). All such Project IP shall be considered work(s) made for hire by Seller for Buyer and shall be the sole property of Buyer upon creation. To the extent that any Project IP may not be considered works made for hire, Seller agrees to, and does hereby, assign to Buyer or Buyer's nominee its entire right, title, and interest in and to any and all Project IP. Buyer, or Buyer's designee, shall have the

- right to obtain and hold in its own name the patents, copyrights, trademarks, service marks, registrations, and similar protection which may be available in the Project IP. Seller agrees to execute all papers and to perform such other proper acts as Buyer may deem reasonably necessary to secure for Buyer or Buyer's designee all rights, title and interest in the Project IP.
- (b) Seller may include in the work to be performed and delivered under the Purchase Order pre-existing works of authorship, software, software documentation, drawings, designs, specifications, discoveries, inventions, improvements, technology, know-how, copyrights, and other information or materials only if same are owned or licensable without restriction by Seller. To the extent that pre-existing work or materials owned or licensed by Seller are included in the work to be delivered hereunder, Seller shall inform Buyer and identify any such work or materials prior to commencement of its performance involving such work or materials and Seller grants to Buyer an irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, execute, reproduce, display, perform, sublicense and distribute (internally and externally) copies of, and prepare derivative works based upon, such work and materials, and the right to authorize others to do any of the foregoing.
- (c) Notwithstanding anything herein to the contrary, Seller hereby grants to Buyer such intellectual property rights as Buyer needs in order to perform its obligations to Buyer's customer under the Prime Award, as applicable. Seller shall not assert any intellectual property right provided to the U.S. Government in a manner inconsistent with Buyer's obligations to Buyer's U.S. Government and higher-tier customers.
31. **RELEASE OF INFORMATION AND USE OF NAME.** Seller shall not release or have released any publication, announcement, publicity, press release, or advertising, regardless of media, relating to the Purchase Order or use the name of the Buyer, Buyer's affiliates, or Buyer's customer in any publication, announcement, publicity, press release, or advertising without the advance written approval of Buyer.
32. **REPRESENTATIONS AND CERTIFICATIONS.** All representations and certifications including, but limited to, those submitted by Seller to Buyer in connection with the issuance of the Purchase Order, as applicable, are incorporated in the Purchase Order and such representations and certifications have been relied upon by Buyer in issuing the Purchase Order, as applicable. The Seller shall promptly advise Buyer should there be any change in Seller's status with respect to the matters covered by such representations and certifications.
33. **CERTIFICATION REGARDING DEBARMENT SUSPENSION, AND OTHER RESPONSIBILITY MATTERS.** Seller certifies, to the best of its knowledge and belief, that it and its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing the Purchase Order by any U.S. Federal department or agency; (b) have not within a three-year period preceding the Purchase Order been convicted of or had a civil judgment rendered against it or them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of U.S. Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above; and (d) have not within a three-year period preceding the Purchase Order had one or more public transactions (Federal, State, or local) terminated for cause or default. Any change in the debarred or suspended status of the Seller during the life of the Purchase Order must be immediately reported to Buyer. The Seller agrees to incorporate this Debarment and Suspension certification into any subcontract that it awards hereunder.
34. **CERTIFICATION REGARDING LOBBYING.** Seller certifies that no U.S. Federal appropriated funds have been paid or will be paid, by or on behalf of the Seller, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any U.S. Federal contract, the making of any U.S. Federal grant, the making of any U.S. Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any U.S. Federal contract, grant, loan, or cooperative agreement. If any funds other than U.S. Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection the Purchase Order or the related Prime Award, the Seller shall complete and submit, to the Foundation Authorized

Official, Standard Form – LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions. The Seller shall require the language of this certification to be included in all lower tier contracts, and such lower tier contractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when the Purchase Order was made or entered into. Submission of this certification is a prerequisite for making or entering into the Purchase Order imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

35. **OFFICIALS NOT TO BENEFIT.** The Seller certifies that no member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of the Purchase Order, or to any benefit arising from it, in accordance with 41 U.S.C. § 22.
36. **GRATUITIES OR KICKBACKS.** No gratuities or kickbacks in the form of money, entertainment, gift, or any other thing of value shall be offered or given by Seller in connection with the Purchase Order. Accordingly, Seller represents that it and its representatives have not offered or given any gratuity to any officer or employee of Buyer with a view toward securing the Purchase Order or securing favorable treatment with respect to the awarding, amending, or making of any determinations with respect to the Purchase Order. Buyer, by written notice to Seller, may terminate the right of Seller to proceed or continue under the Purchase Order if it is found that any kickback or any gratuity was offered or given by Seller, or any agent or representative of Seller, to any officer or employee of Buyer with a view toward securing the Purchase Order or securing favorable treatment with respect to the awarding, amending, or making of any determinations with respect to the Purchase Order. If the Purchase Order is terminated under this provision, Buyer shall be entitled to the same remedies against Seller as Buyer could pursue in the event of a material breach of the Purchase Order by Seller. If the Purchase Order is for construction or repair, Seller shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. § 874) and Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Buildings or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
37. **CONFLICTS -** Seller represents that it is free to accept the Purchase Order and that this engagement shall not conflict with any obligations the Seller owes to any third party nor does it violate the terms of any agreement between Seller and any third party. Seller further represents that, to its knowledge, no Buyer director, officer, employee, trustee or any other person affiliated with Buyer or its affiliates and having involvement with the Purchase Order (a) is affiliated with Seller, or (b) has received, was promised, or will receive anything of value in connection with the Purchase Order or performance hereunder.
38. **ORGANIZATIONAL CONFLICT OF INTEREST.** Seller represents and warrants that its performance of the Purchase Order does not constitute and will not create an organizational conflict of interest (OCI) as defined in FAR Part 9.5 or under any other applicable OCI clause or similar regulation. If during performance, Seller becomes aware of any actual or potential organizational conflict of interest caused by its performance of the Purchase Order, Seller shall promptly notify Buyer in writing of the nature of such actual or potential organizational conflict of interest.
39. **ETHICS POLICY.** Seller is expected to have a written Business Code of Ethics, and if Seller does not, Seller is expected to conduct themselves in a manner consistent with the principles expressed in the [HJF Code of Ethics](#). Seller is required to report to Buyer any violation of this Code of Ethics by Seller or any of Seller’s subcontractors related to or in furtherance of the Purchase Order. Seller is expected to report to Buyer any knowledge of misconduct on the part of Buyer employees. **Compliance Hotline, +1-866-687-2321 Web Reporting:** : <https://hjfe.ethicspoint.com>. Note: information received over the hotline remains completely anonymous. HJF Ethics & Business Conduct Department Resources: <http://www.hjfe.org/about/ethics/>, 240-694-4004, [ethics@hjfe.org](mailto:ethics@hjfe.org). Global Human Trafficking Hotline (US) 1-844-888-FREE and email address [help@humantraffickinghotline.org](mailto:help@humantraffickinghotline.org).
40. **EQUAL OPPORTUNITY.** Buyer is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment



individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice employee rights under federal labor laws.

41. COMPLIANCE WITH LAWS.

- (a) Generally. Seller agrees that, in the performance of the Purchase Order, Seller will comply with all applicable laws, regulations, rules, ordinances and orders of any state, country or political subdivision thereof.
- (b) U.S. Foreign Corrupt Practices Act and Other Similar Laws. Seller agrees to conduct its business in strict compliance with all laws, rules, and regulations applicable to such business in all countries in which it operates and to require all of Buyer's vendors, contractors and subcontractors to avoid any activities that would involve or potentially involve Buyer in any unlawful practice. If any question exists as to the propriety of any proposed transaction, the matter should be referred to Buyer's Legal Department prior to entering into the transaction. The Seller understands and acknowledges that Buyer is subject to the U.S. Foreign Corrupt Practices Act ("FCPA"), which is codified at 15 U.S.C. §§ 78dd-1, *et seq*, and that it is Buyer's policy to comply with the U.K. Bribery Act of 2010. The Seller hereby represents, warrants, and covenants to Buyer that it understands Buyer's obligations under the FCPA and that neither it nor any of its employees, representatives, agents, or advisors have made nor will make, directly or indirectly, any solicitation, request, offer, payment, promise to pay, or authorization of any of the foregoing that is in violation of the FCPA or the U.K. Bribery Act of 2010.
- (c) Export Controls. Seller understands and acknowledges that Buyer is subject to various national security and export control laws and regulations that prohibit or restrict the export or diversion of certain controlled information and materials. In the performance of the Purchase Order, Seller agrees to comply fully with all applicable U.S. laws, Executive Orders, and U.S. Federal agency regulations and policies pertaining to the export of any hardware, software, defense service, information or technical data provided by, through or with the cooperation of the Buyer in the performance of the Purchase Order, whether in the United States or abroad. The Purchase Order may involve information or items that are subject to the International Traffic in Arms Regulations (ITAR) or Export Administration Regulations (EAR) and that may not be released to foreign persons inside or outside the United States without the proper export authority. Nothing in the Purchase Order shall be construed to permit any dissemination of controlled information or materials in violation thereof. Seller shall comply with the registration requirements of the International Traffic in Arms Regulations at 22 CFR §122.1, as applicable. Seller shall indemnify and hold Buyer harmless for all claims, demands, damages, costs, fines, penalties, attorneys' fees and other expenses arising or resulting from Seller's failure to comply with this clause.
- (d) EU General Data Protection Regulation. If Seller will be a data processor as defined under EU General Data Protection Regulations (GDPR) as part of its performance under the Purchase Order, Seller shall comply with the terms of the GDPR Addendum which is incorporated by reference herein.

42. CYBERSECURITY RISK ASSESSMENT. The Seller acknowledges and agrees that, due to the nature of the products and/or services being provided hereunder, Buyer may conduct a risk assessment of Seller's cybersecurity posture to ensure protection of Buyer's and its customers' assets on an annual basis. Such risk assessment shall be comprised of industry standard controls using Buyer's defined methodology. The Seller agrees to cooperate with Buyer to timely provide the information necessary to conduct this assessment and shall thereafter work in good faith with Buyer's Global Information Security (GIS) department to promptly address (e.g., through mitigation plans) any gaps in Seller's cybersecurity risk governance practices. The Seller shall provide access to the appropriate subject matter experts to serve as Buyer's point of contact for cybersecurity issues to answer any questions Buyer may have related to the assessment and will notify Buyer promptly in the event it becomes aware of any instance of non-compliance with the provided responses. The Seller shall notify Buyer of any unauthorized, or reasonably suspected unauthorized, disclosures and data security or privacy breaches relating to any information of any nature whatsoever provided by, or related to, Buyer or Buyer's customers or other data subjects (collectively, "Buyer Information"), within three (3) business days or such shorter notice period as required by applicable state, federal laws or regulations, and international laws or regulation. Upon reasonable advance notice and during regular business hours, the Seller

shall permit Buyer to audit Seller's cybersecurity practices, including through onsite assessments, for the limited purpose of confirming Seller's compliance with appropriate cyber security controls relative to protection of Buyer Information. Following termination or expiration of the Purchase Order, the Seller shall destroy all Buyer Information in its possession or control, using industry standards so that it can never be recovered by any means. In addition, Buyer Information must be destroyed prior to the disposal or de-acquisition of paper files, hardware or electronic storage devices that may have contained Buyer Information (this includes but is not limited to disk arrays, printers, copiers, fax machines, removable media, and backup tapes).

43. **RIGHT TO SETOFF.** Buyer, without waiver or limitation of any rights or remedies of Buyer, shall be entitled at any time to set-off any amounts due or owing to Buyer from the Seller against any amount payable by Buyer, whether or not in connection with the Purchase Order.
44. **SECURITY.** If Buyer makes any advance or progress payment to Seller under the Purchase Order, Seller agrees, upon Buyer's request, to execute a security agreement and financing statement (both in form satisfactory to Buyer) granting a security interest to Buyer, effective in all states of fabrication or manufacture, in the proceeds, raw materials, and goods that are purchased, manufactured, or otherwise obtained pursuant to the Purchase Order.
45. **ASSIGNMENTS.** Neither the Purchase Order nor any part thereof shall be assigned or transferred by Seller without the prior written consent of Buyer, and any assignment or transfer without such consent shall be void.
46. **HAZARDOUS MATERIALS.** Seller shall notify Buyer in writing upon receipt of the Purchase Order if any goods or services furnished are subject to laws or regulations relating to hazardous or toxic substances, or to any other environmental or safety and health regulations, or, in the case of goods when disposed of, to regulations governing hazardous wastes. Seller shall furnish all appropriate shipping certification and instructions for shipping, safety, handling, exposure, and disposal in a form sufficiently clear for use by Buyer's non-technical personnel and sufficiently specific to identify all action that the user must take concerning the material.
47. **ORDER OF PRECEDENCE.** In the event of irreconcilable conflict between any provisions of the Purchase Order, the following order of precedence shall control: (1) Prime Award mandatory and necessary flowdowns, as applicable; (2) terms and clauses on the face of the Purchase Order; (3) Statements of Work; (4) Drawings; (5) Specifications; (6) these General Purchasing Standard Terms and Conditions; and (7) any other document attached or incorporated by reference and not constituting a flowdown, Statement of Work, Drawing, or Specification.
48. **SEVERABILITY.** Whenever possible, each provision of the Purchase Order will be interpreted in such a manner as to be legal, valid, and enforceable under applicable law, but if any provision of the Purchase Order shall be held by a court having jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of the Purchase Order will remain in full force and effect as if it had never contained such illegal, invalid, or unenforceable provision. If necessary to give effect to the intent of the parties, the parties will negotiate in good faith to amend the Purchase Order to replace the illegal, invalid, or unenforceable language with legal, valid, and enforceable language that as closely as possible reflects such intent.
49. **GOVERNING LAW.** The Purchase Order shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to principles of conflict or choice of laws, but giving due regard to U.S. Federal laws and regulations governing the interpretation of U.S. Federal grants, cooperative agreements, and contracts to the extent applicable.
50. **RECORD RETENTION AND AUDIT.** Except as otherwise required by applicable clauses incorporated in an applicable Prime Award flowdown, all records related to the Purchase Order, at any time in the possession or control of Seller, shall be retained for a period of four (4) years after the conclusion (termination/expiration) of the Purchase Order ("Record Retention Period"). Without limiting the foregoing, if any litigation, claim, or audit is started before the expiration of the Record Retention Period, the original records shall be retained until all litigation, claims or audit findings involving the records are resolved. Buyer, the Department of Defense, the Comptroller General of the United States, or any of their duly

authorized representatives, shall have access to any pertinent books, documents, papers, and records of the Seller as are necessary to verify Seller's performance and all expenses and charges submitted pursuant to the terms of the Purchase Order. Seller shall make such books and records available for inspection during normal business hours at Seller's place of business. If the Purchase Order has elements that are not firm-fixed-price and a final audit has not been performed prior to the closeout of the Purchase Order, Buyer will retain the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

51. **NOTICES.** All notices required or permitted to be sent by either party shall be deemed sufficiently given when delivered by hand delivery or sent by email (which is confirmed), recognized overnight courier service or certified mail, return receipt requested, to the parties at the addresses shown in the Purchase Order for each party and to the attention of the individual who executes the Purchase Order on behalf of the party to whom the notice is sent. All notices shall be deemed given (i) on the date of delivery if delivered by hand or sent by email, (ii) on the next business day if sent by recognized overnight courier service and (iii) on the third business day following the date sent by certified mail, return receipt requested. Either party may designate, in writing, a different manner of address for notices under the Purchase Order.
52. **LANGUAGE AND STANDARDS.** All reports, correspondence, drawings, notices, marking, and other communications shall be in the English language. The English version of the Purchase Order shall prevail. Unless other provided in writing, all documentation and work shall use the units of U.S. standard weights and measures.
53. **SURVIVAL.** The provisions addressing **WARRANTY, INDEMNIFICATION, LIMITATION OF LIABILITY, PROPRIETARY INFORMATION, DISPUTE RESOLUTION, GOVERNING LAW, RECORD RETENTION AND AUDIT** and all other Purchase Order terms and conditions that by their nature are intended to extend beyond the expiration or termination of the Purchase Order shall survive the expiration or termination of the Purchase Order.