

TERMS AND CONDITIONS OF PURCHASE

The Purchase Order is subject to the following terms:

- 1. Buyer:** The term “Buyer” shall mean Cornerstone Research Group, Inc.
- 2. Supplier:** The term "Supplier" shall mean the person or entity to whom or which this Purchase Order is directed.
- 3. Product:** The term “Product” shall mean materials, physical articles, items, reports, files, data, goods and/or services which are the subject of the Purchase Order.
- 4. Buyer-Provided Proprietary Information and Material:** Any proprietary information provided by Buyer to Supplier related to this order, including but not limited to, all drawings, specifications, material, material compositions, samples, software programs, descriptions on processing details, and/or written disclosures forming a part of this Purchase Order, either by reference or otherwise.
- 5. Work:** The term “Work” shall mean all commissions to create or contribute a specific Product or work described on the Purchase Order.
- 6. Applicability:** No conditions, terms or provisions inserted by Supplier in acknowledging and accepting this Purchase Order shall be effective unless the same are accepted in writing by Buyer. The failure of Supplier to acknowledge this Purchase Order in writing within ten (10) days of the date of receipt thereof, or the commencement of performance required by this offer, shall be conclusive evidence of Supplier’s approval of and consent to all terms and conditions of purchase herein contained.
- 7. Terms:** As stated on Purchase Order, but invoice not payable until shipment inspected and accepted by Buyer. In the event Buyer makes payment of invoice within the period allowed for the purpose of obtaining cash discount offered, such payment shall not prejudice the right of Buyer to return Product found defective or which fail inspection and receive credit or reimbursement from Supplier. Individual invoices showing Purchase Order number and purchase item number must be issued against this Purchase Order. Buyer reserves right to return all invoices submitted incorrectly, and Purchase Order terms shall be determined as of date latest correct invoice received. Shipping container must be labeled or marked to identify contents without opening, and contain packing slip’s listing contents. Buyer’s Purchase Order number must appear on all packing slips, delivery tickets, and bills of lading, issued in connection with such Purchase Order and must be marked "partial" or "complete" for each delivered item.
- 8. Invoices:** All invoices must be received within 45 days from the end of the month in which Product is received. Invoices submitted after this date will not be paid by Buyer. Invoices showing higher cost than printed on the Purchase Order will be subject to a charge-back for difference. Price changes must be approved by the Buyer in writing. Subcontractor must clearly identify the final invoice as “final” and submit it no later than 45 days after either expiration or earlier termination of this Subcontract. Retroactive charges will not be allowed after submission of the final invoice.
- 9. Advance Manufacture and Shipments:** Supplier shall not manufacture in advance of Supplier’s normal flow time or deliver any Product in advance of the schedule set forth in this Purchase Order without Buyer’s written permission.
- 10. Inspection & Audit:** All Product furnished under this Purchase Order are subject to inspection and acceptance within 30 days of delivery at Buyer’s plant, notwithstanding any payments or other prior inspection. Lots of Product furnished under this Purchase Order which exceed a 1% defect level or the percentage stated on any applicable specification checklist provided by the Buyer, may be 100% inspected by Buyer at Supplier’s expense. At Buyer’s option, defective Product may be returned at Supplier’s expense (including packaging and shipping) for sorting, correction, replacement or credit as Buyer elects. Supplier agrees that its plant, or such parts thereof as may be engaged in the performance of this Purchase Order shall be subject to inspection by Buyer and its authorized representative during normal business hours.
- 11. Quality of Work:** All Work performed under this Purchase Order shall be in strict accordance with the requirements of the Purchase Order. Supplier shall use only the employees appropriate to meet these requirements and shall insure all Work performed are of sufficient quality to meet these requirements.
- 12. General Warranty:** Supplier expressly warrants that all Product to be delivered under this Purchase Order will be free from defects of material and workmanship and will conform to applicable drawings, specifications, samples or other written descriptions given under this Purchase Order, whether or not attached hereto. This warranty shall run to Buyer and its successors for the Product furnished under this Purchase Order.
- 13. Indemnification:** Supplier shall indemnify and hold Buyer free and harmless from any and all penalties, demands, causes of action, judgments, liability, loss, cost, expense, claims, damages, or lawsuits (including reasonable attorneys’ fees) that maybe made against Buyer arising out of negligence or malfeasant acts of Supplier, its employees or agents.
- 14. Subcontracts:** No subcontracts hereunder shall be made by Supplier herein with any other party for furnishing any of the completed or substantially completed Product, spare parts or Work herein contracted for, without the prior written consent of Buyer.
- 15. Patent Protection:** To the extent the subject Product is not manufactured pursuant to design originated by Buyer, Supplier agrees to indemnify Buyer and it customers for all loss and expense arising from claims (by suit or otherwise) of patent and/or trademark infringements resulting from Buyers or it customer’s use or sale of Product supplied by Supplier under this Purchase Order.

16. Buyer-Provided Proprietary Information and Material: The nondisclosure agreement or proprietary information exchange agreement (hereinafter referred to as "NDA") executed between Buyer and Supplier is incorporated into the Terms and Conditions herein, and supplemented by the following as appropriate:

A. Supplier agrees that all Buyer-Provided Proprietary Information and Material is the property of Buyer and is submitted in confidence with the understanding and agreement by Supplier that such drawings, specifications, material, material compositions, samples, descriptions on processing details, and/or written disclosures so marked shall not be utilized, in whole or in part, by Supplier, either for itself or by it on behalf of any other person, firm or corporation. Supplier shall use Buyer-Provided Proprietary Information and Material solely in the performance of and solely for the purpose of the Purchase Order and shall not reverse engineer or analyze for composition such Buyer-Provided Proprietary Information and Material without written permission of Buyer. No rights to any Buyer-Provided Proprietary Information and Material shall be transferred to Supplier. Supplier shall not copy or duplicate the Buyer-Provided Proprietary Information and Material and shall not sell Buyer-Provided Proprietary Information and Material to any other person, firm, distributor or corporation. Seller shall not make any modifications to the Buyer-Provided Proprietary Information and Material, including de minimis or small incremental improvements, and agrees to request any and all modifications from Buyer. Upon fulfillment of the Purchase Order, Supplier shall return or destroy all Buyer-Provided Proprietary Information and Material received from Buyer; destruction shall preclude further use by a Third Party. Buyer provides no warranty, express or implied, including warranty of merchantability or fitness for a particular purpose for experimental Buyer-Provided Proprietary Information and Material. The provisions of this Section 11 shall survive the performance, completion, termination, or cancellation of the Purchase Order.

B. Upon Buyer authorization of Supplier's use of a subcontractor, Supplier may provide Buyer's proprietary information to the authorized subcontractor as required for the performance of the Purchase Order, provided that each authorized subcontractor first agrees in writing to the same obligations imposed upon Supplier under the NDA and these Terms and Conditions. Supplier shall be liable to Buyer for any breach of this terms of the NDA or these Terms and Conditions by a subcontractor.

17. Work Made For Hire: The Work is hereby accepted by Supplier for value received. All Product delivered to Buyer or contributed to the Work shall not be reproduced and distributed by Supplier unless authorized by Buyer in writing. Supplier and Buyer hereby agree that the Work is a "work made for hire" as that term is defined in the Copyright Law of the United States of America and that Buyer is entitled to claim authorship as defined in the Copyright Law and ownership of the copyright. To the extent not otherwise assigned by operation of law, Supplier hereby assigns or agrees to assign to Buyer its entire right, title and interest in the Work, including all copyrights. If Supplier incorporates Supplier intellectual property into the Work or other deliverable Product, Supplier agrees to grant Buyer the rights to use such Supplier intellectual property as necessary for the purpose of Buyer exploiting Buyer's rights in the Work or other Deliverable Product, at no additional cost to Buyer. If Supplier incorporates third-party intellectual property into the Work or other deliverable Product, Supplier agrees to obtain the rights from the third-party that are sufficient for Supplier to grant Buyer the rights to use such third-party intellectual property as necessary for the purpose of Buyer exploiting Buyer's rights in the Work or other deliverable Product, at no additional cost to Buyer. All Product delivered to Buyer or contributed to the Work shall not infringe any patent, copyright, trademark, or other proprietary right of any third party or misappropriate any trade secret of any third party.

18. Packaging: All Product shall be packed by Supplier in suitable containers for protection to permit safe transportation and handling. No charge shall be made by Supplier for packaging unless provided for on the Purchase Order.

19. Assignment: Supplier may not assign this Purchase Order without prior written consent of Buyer.

20. Changes: All Product covered hereunder shall be manufactured in accordance with this Purchase Order unless a change thereto is subsequently authorized by a written Purchase Order Amendment issued by Buyer.

21. Delays: Supplier shall notify Buyer in writing within ten (10) days of learning of any significant event that may delay or otherwise affect Supplier's ability to comply with its obligations under the Purchase Order.

22. Termination: Buyer may terminate Work under this Purchase Order in whole or in part at any time by notice to Supplier in writing. Supplier will thereupon immediately stop Work on this Purchase Order or the terminated portion thereof and notify its subcontractors to do likewise. Except where such termination is caused by a default or delay of Supplier, Supplier shall be entitled to reimbursement for its actual costs incurred up to and including the date of termination, applicable to the termination and in accordance with the recognized accounting practices. The total of such claim shall not exceed the cancelled commitment value of this Purchase Order. Termination claim shall be subject to Inspection and Audit provisions of clause 6 above.

23. Termination for Default: Buyer may terminate this Purchase Order, or any part thereof, by written notice of default to Supplier signed by Buyer under any of the following circumstances:

A. If Supplier refuses or fails to make deliveries or perform the services within the time specified or extensions thereof agreed to in writing by Buyer;

B. If Supplier fails to comply with any of the other provisions of this Purchase Order, or so fails to make progress as to endanger performance of this Purchase Order in accordance with its terms, and does not cure any such failure within a period of ten (10) days (or such longer period as Buyer may authorize by written notice signed by Buyer) after receipt of notice from Buyer specifying such failure;

C. If Supplier becomes insolvent or is subject to proceedings under any law relating to bankruptcy, insolvency, or the relief of debtors.

In the event of such termination for default as defined in A through C herein above, Buyer shall be free to purchase similar Product elsewhere or secure the manufacture and delivery of such Products by contract or otherwise, and Supplier shall be liable to Buyer for any excess cost to Buyer, provided, however, Supplier shall not be liable to Buyer for such excess cost when the default of Supplier is due to causes beyond its control, i.e., Force Majeure as defined herein below, provided further, Supplier shall not be excused from liability unless Supplier has notified Buyer in writing of the existence of such Force Majeure cause within ten (10) days from the beginning thereof.

24. Force Majeure: If either Party is prevented from complying, either totally or in part, with any of its obligations under the Purchase Order by reason of fires, explosions, floods, earthquakes, unusually severe weather, act of God, war, invasion, acts of terrorism, acts of the government in either its sovereign or contractual capacity, epidemic, pandemic, quarantine restrictions, labor strikes, or freight embargoes, then upon prompt written notice to the other Party, such obligations shall be suspended during the period of such disability. The disabled Party shall make all reasonable efforts to remove such disability within 10 days (or such other period as may be agreed by the parties in writing) of giving such notice. If the disability is not removed within such time period, the non-disabled Party shall have the right to immediately terminate the Purchase Order upon written notice. In addition, during the period of disability, the non-disabled Party may seek to have its needs met by others without either liability to the disabled Party or an extension of the Term of the Purchase Order.

25. Law Governing: This Purchase Order and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Ohio and the parties agree and consent to the jurisdiction of the courts located in Dayton, Ohio to resolve any dispute arising out of this transaction. Any dispute arising between Buyer and Supplier under this Purchase Order shall be adjudicated through binding arbitration, in Dayton, Ohio, in accordance with the rules of the American Arbitration Association.

26. Waiver: Any waiver of strict compliance with the terms hereof by Buyer shall not constitute a waiver of Buyer's right to insist upon strict compliance with terms of this order hereafter.

27. Taxes: Buyer shall not be liable for any federal, state, or local taxes unless separately stated on the Purchase Order.

28. Labels: Supplier hereby agrees that the products which are the subject of this agreement, which bear labels approved by Buyer, and which are identified by one or more of Buyer's trade name and trademarks shall be sold only to Buyer and shall not be sold to any other person, firm, or corporation, including any distributor of Buyer's products

29. Release of Information, Publicity and Publishing: Supplier shall not, under any circumstances, divulge or release Buyer's name as being a customer of Supplier, the business relationship, or any information concerning the Purchase Order or the Work to any person, press, association, corporation, or governmental agency without prior written authority from Buyer. Supplier shall not publish or otherwise disclose information relating to the Work, such as data and/or research results, as applicable, without prior written approval of Buyer; Supplier shall provide to Buyer a copy of any manuscript or abstract disclosing such information prior to submission of such information to a publisher or to any third party and, in any case, not less than thirty (30) days prior to any public disclosure, for the purpose of data validity review and protection or removal of proprietary information or intellectual property of Buyer which may be contained in such information. As requested by Buyer, if publication results from research using the Work, Supplier agrees to acknowledge and/or give credit to Buyer, as scientifically appropriate, based on any direct contribution Buyer may make to the research as the source of the Work. Further, neither Party nor its agents or subcontractors, shall use the other Party's name, photographs, logo, trademark, or other identifying characteristics or that of any of its subsidiaries or affiliates without the other Party's prior written approval from a duly authorized representative.

30. Supplier Representations:

A. During the performance of this Purchase Order, Supplier agrees to comply with all laws, rules, regulations, ordinances and requirements of federal, states and local governmental or regulatory bodies which are applicable to this Purchase Order.

B. Supplier certifies that all Product and Work delivered, including information or computer software rendered in the execution of the Purchase Order shall be "Commercial Items" as defined in FAR 2.101.

C. Supplier certifies to Buyer that it has (i) confirmed the identity of each individual assigned to work on Buyer's Purchase Order; (ii) verified that such individuals are legally entitled to work in the U.S. and are employees of Supplier; and (iii) preserved such records as required by any State or Federal Agency. Supplier shall make such records supporting said certification available to cognizant government authorities upon their request.

D. Supplier certifies that it shall comply with all U. S. Government export regulations and the International Traffic In Arms Regulations (ITAR). Supplier further certifies that it shall not permit any foreign person and/or foreign citizen

to conduct any Supplier effort nor have access to Supplier-specific information without prior written approval of the Government Contracting Officer as obtained by the Buyer as provided herein:

- (1) "Foreign person" means any natural person who is not a lawful permanent resident as defined by 8 U.S.C. 1101(a)(20) or who is not a protected individual as defined by 8 U.S.C. 1324b(a)(3). It also means any foreign corporation, business association, partnership, trust, society or any other entity or group that is not incorporated or organized to do business in the United States, as well as international organizations, foreign governments and any agency or subdivision of foreign governments (e.g., diplomatic missions).
- (2) "Foreign citizen" is defined as any person who is not exclusively a citizen of the United States of America. A person of dual citizenship is defined as a "foreign citizen." A person with permanent legal residence status is also defined as a "foreign citizen."
- (3) The Supplier shall not allow any foreign person and/or foreign citizen to conduct any Supplier effort unless the Government Contracting Officer has given prior written approval. The Supplier shall submit requests for such approval through the Buyer to the Government Contracting Officer. Such Supplier requests for approval shall identify each foreign person and/or foreign citizen for which approval is requested, a photocopy of that person's U. S. Government authorization to be present in the United States (e.g., visa or permanent residency credentials), and the nature of the effort to be performed by that person.
- (4) If Government Contracting Officer approval is granted, such permission does not grant an exception to U.S. export law(s), and the Supplier is responsible for obtaining necessary export licenses.
- (5) If the Supplier has foreign persons and/or foreign citizens as employees for whom Government Contracting Officer approval has not been granted for performing Supplier effort, the Supplier shall prevent all such foreign persons and/or foreign citizens from having access to Purchase Order-specific information, Product and Work.

31. Severability: If any provisions of the Purchase Order or these Terms and Conditions are invalid, unlawful, or incapable of being enforced by reason of any rule of law or public policy, all conditions and provisions of the Purchase Order and these Terms and Conditions which can be given effect without such invalid, unlawful, or unenforceable provision shall, nevertheless, remain in full force and effect.

Clauses that Apply to All Orders

52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L 111-5), if the subcontract is funded under Recovery Act
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements of Statements
52.204-09	Personal Identity Verification of Contractor Personnel
52.204-21	Basic Safeguarding of Covered Contractor Information Systems, other than subcontracts for commercial available off-the-shelf, if flow down is required in accordance with paragraph (c) of FAR 52.204-21
52.204-23	Prohibition on Contracting for Hardware, Software and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Section 1634 of Pub. L. 115-91)
52.222-21	Prohibition of Segregated Facilities
52.222-41	Service Contract Labor Standards (Will only apply to purchase orders subject to the Service Contract Labor Standards statute. Seller shall include the requirements above in any lower-tier purchase order issued by the Seller)
52.222-50	Combating Trafficking in Persons (22 U.S.C. Chapter 78 and E.O. 13627), Alternate I of 52.222-50 (22 U.S.C. Chapter 78 and E.O. 13627)
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements.
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Services – Requirements.
52.222-55	Minimum Wages Under Executive Order 13658
52.222-62	Paid Sick Leave Under Executive Order 13706
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.224-03	Privacy Training
52.225-01	Buy American – Supplies
52.225-13	Restriction on Certain Foreign Purchases
52.225-26	Contractors Performing Private Security Functions Outside the United States

- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors
- 52.245-01 Government Property
- 52.245-09 Use and Charges
- 52.247-64 Preference for Privately Owned U.S.-Flagged Commercial Vessels

Additional Clauses to All Orders Over \$10,000

- 52.222-19 Child Labor – Cooperation with Authorities and Remedies
- 52.222-54 Employment Eligibility Verification
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act
- 52.222-26 Equal Opportunity

Additional Clauses to All Orders Over \$15,000

- 52.222-20 Contracts for Materials, Supplies, Articles, and Equipment Exceeding
- 52.222-36 Equal Opportunity for Workers with Disabilities

Additional Clauses to All Orders Over \$25,000

- 52.225-03 Buy American – Free Trade Agreements – Israeli Trade Act
- 52.226-06 Promoting Excess Food Donation to Nonprofit Organizations

Additional Clauses to All Orders Over \$30,000

- 52.204-10 Reporting Executive Compensation and First Tier Subcontract Awards

Additional Clauses to All Orders Over \$35,000

- 52.209-06 Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment

Additional Clauses to All Orders Over \$150,000

- 52.203-06 Restrictions on Subcontractor Sales to the Government
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions
- 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
- 52.219-08 Utilization of Small Business Concerns
- 52.222-17 Nondisplacement of Qualified Workers
- 52.222-35 Equal Opportunity for Veterans
- 52.222-37 Employment Reports on Veterans

Additional Clauses to All Orders Over \$700,000

- 52.219-9 Small Business Subcontracting Plan

Additional Clauses to All Orders Over \$5,500,000

- 52.203-13 Contractor Code of Business Ethics and Conduct

Additional Clauses to All Orders in a Federal Facility

- 52.223-05 Pollution Prevention and Right-to Know Information

Department of Defense FAR Supplement Flow-downs (DFARS)

252.203-7002	Requirement to Inform Employees of Whistleblower Rights
252.204-7000	Disclosure of Information
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Solicitation Offerors
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support
252.211-7003	Item Unique Identification and Valuation
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic Hazardous Materials
252.223-7008	Prohibition of Hexavalent Chromium
252.225-7001	Buy American and Balance of Payments Program
252.225-7007	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies
252.225-7008	Restriction on Acquisition of Specialty Metals
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals
252.225-7013	Duty-Free Entry
252.225-7021	Trade Agreements
252.225-7025	Restriction on Acquisition of Forgings
252.225-7028	Exclusionary Policies and Practices of Foreign Governments
252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States
252.225-7047	Exports by Approved Community Members in Performance of the Contract
252.225-7048	Export Controlled Items
252.227-7013	Rights in Technical Data – Noncommercial Items
252.227-7015	Technical Data - Commercial Items
252.227-7037	Validation of Restrictive Markings on Technical Data
252.239-7010	Cloud Computing Services
252.239-7018	Supply Chain Risk
252.244-7000	Subcontracts for Commercial Items
252.246-7003	Notification of Potential Safety Issues
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System
252.246-7008	Sources of Electronic Parts
252.247-7024	Notification of Transportation of Supplies by Sea

Additional Clauses to All Orders Over \$150,000

252.247-7023	Transportation of Supplies by Sea (Substance of this clause, including paragraph (h))
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Additional Clauses to All Orders Over \$500,000

252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns
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NASA FAR Supplement Flow-downs (NSF)

1852.203-71	Requirement to Inform Employees of Whistleblower Rights
1852.235-70	Center for AeroSpace Information