



ENVISTACOM STANDARD TERMS AND CONDITIONS BETWEEN ENVISTACOM, LLC AND SUPPLIER

The Purchase Order and any exhibits and attachments are the sole agreement between Envistacom, LLC and Supplier with respect to the products and/or services specified herein. Supplier will provide products/ perform the work (“Work”) under the Purchase Order in accordance with the applicable requirements and provisions of the approved quote and these Standard Terms and Conditions.

1. DEFINITIONS

“AGREEMENT” means the binding Purchase Order and includes these Standard Terms and Conditions, all referenced documents, exhibits, and attachments.

“AUTHORIZED DISTRIBUTOR (AD)” means an organization that has a contractual agreement with, or the express written authority of, the original manufacturer or current design activity to buy, stock, sell, and/or distribute parts, materials, or assemblies on behalf of the manufacturer. The term Franchised Distributor is considered synonymous with Authorized Distributor.

“AUTHORIZED AFTERMARKET MANUFACTURER” means an organization that fabricates a part under a contract with, or with the express written authority of, the original component manufacturer based on the original component manufacturer’s designs, formulas and/or specifications.

“AUTHORIZED RESELLER (AR)” means an organization that is granted permission by the Manufacturer or its Authorized Distributors to resell its parts, materials, or assemblies. “Resellers” apply to certain Commercial Off-The-Shelf (COTS) assemblies and commodities such as Information Technology (IT) equipment, hardware, fasteners, and raw materials. Chain of custody is maintained throughout the process.

“CONTRACT MANUFACTURER (CM)” means an organization that produces goods under contract for another company under the label or brand of that company.

“COUNTERFEIT PART” means (1) An unauthorized copy, imitation, substitute, or modified part, which is knowingly misrepresented as a specified genuine part of the manufacturer. (2) a previously used EEE Part which has been modified and is knowingly misrepresented as new without disclosure to the customer that it has been previously used. NOTE: (1) Examples of a counterfeit part can include but are not limited to; the false identification of grade, serial number, date code or performance characteristics. (2) This definition shall be read so as not to conflict with the definition for “counterfeit electronic part” cited in the Defense Acquisition Regulation Supplement (DFARS) 252.246-7007, where that definition shall govern to the extent that clause applies.

“ELECTRICAL, ELECTRONIC, AND ELECTRO-MECHANICAL (EEE) PARTS” means components designed and built to perform specific functions using electric power and/or an electric or electromagnetic signal to demonstrate functionality, which are not subject to disassembly without destruction or impairment of design use. Examples of electrical parts include resistors, capacitors, inductors, transformers, and connectors. Electronic parts include active devices, such as microcircuits, diodes, and transistors. Electromechanical parts are devices that have electrical inputs with mechanical outputs, or mechanical inputs with electrical outputs, or

combinations of each. Examples of electromechanical parts are motors, servos, and relays.

“ENVISTACOM” means Envistacom, LLC, acting through its companies or business units as identified on the face of this contract.

“ENVISTACOM POINT OF CONTACT (POC)” means a person authorized by Envistacom’s procurement team to administer and/or execute this Purchase Order.

“INDEPENDENT DISTRIBUTOR (ID)” or “BROKER” means a Distributor that purchases parts with the intention to resell them back into the market. Purchased parts may be obtained from OCMs/OEMs or Contract Manufacturers (typically from excess inventories), or from other independent distributors. Re-sale of the purchased parts (redistribution) may be to OCMs/OEMs, Contract Manufacturers, or other independent distributors. Independent Distributors do not have contractual agreements with the OCMs/OEMs.

“ORIGINAL COMPONENT MANUFACTURER (OCM)” means an organization that designs and/or engineers a part and is entitled to or is pursuing the intellectual property rights to that part.

“ORIGINAL EQUIPMENT MANUFACTURER (OEM)” means a company that manufactures products that it has designed from purchased components and sells those products under the company’s brand name.

“ORIGINAL MANUFACTURER” (OM) means the original component manufacturer, original equipment manufacturer, or the contract manufacturer.

“PARTY” means Envistacom or Supplier who enters into a Purchase Order and/or other contractually binding agreement.

“PARTIES” means Envistacom and Supplier, referred to collectively, as applicable, for execution of the Purchase Order

“SUPPLIER” means the party identified on the face of the Purchase Order with whom Envistacom is contracting.

“WORK” means all labor, articles, materials, supplies, goods, and services constituting the subject matter of the Agreement.

2. DEBARMENT, SUSPENSION, AND INELIGIBILITY

In accordance with Federal Acquisition Regulation (FAR) 9.4, Suppliers shall notify Envistacom in writing, within three (3) days of receipt of Notice of Suspension or Debarment for all Purchase Orders with a total contract value exceeding \$35,000.

3. PRICE AND PAYMENT

This Purchase Order is a binding agreement. The Parties acknowledge that any additional Work will be priced and mutually agreed to at the time of the request. Upon agreement of the additional Work and pricing associated with this Work, the Purchase Order will be amended appropriately.

Envistacom shall reimburse Supplier in accordance with the prices, delivery/payment schedule, and/or services itemized on the Purchase Order. Unless otherwise provided, terms of payment shall be Net

Thirty (30) days from receipt of an approved Supplier invoice. Additional work may be added to the Purchase Order via modification; Envistacom will not reimburse Supplier for Work unless expressly defined in a Purchase Order or with prior written approval.

Invoices shall be submitted once a month and no later than the 8th calendar day of the month after the billing period. Invoices shall be signed and certified as to the completion of Work. Invoices shall be mailed or emailed in accordance with the Invoicing Instructions on the Purchase Order. In the absence of Invoicing Instructions on the Purchase Order, invoices shall be mailed or emailed to:

Envistacom, LLC
Attn: Accounts Payable
Six Concourse Parkway, Suite 550
Atlanta, GA 30328

or accountspayable@envistacom.com.

4. PURCHASE ORDER DIRECTION

Only the Envistacom POC has authority on behalf of Envistacom to make changes to this Purchase Order. All amendments or modifications must be identified as such in writing and executed by the Parties. Envistacom personnel may from time to time, render assistance, give advice, discuss, or provide information with Supplier's personnel concerning the Work hereunder. No such action shall be deemed to be a change under the "Changes" section of this Agreement and shall not be the basis for equitable adjustment. Except as otherwise provided herein, all notices to be furnished by Supplier shall be in writing and sent to the Envistacom POC.

5. EXPORT CONTROL

Supplier shall comply with all applicable export, import and trade-related laws and regulations of the United States and other nations. Upon Envistacom's request, Supplier shall provide Envistacom with technical specifications of the Work covered by this Agreement sufficient for Envistacom to determine the appropriate export and import classification of such items. Supplier warrants, that to the best of Supplier's knowledge, that Supplier is not listed on any United States Government international trade sanctions and that Supplier shall give immediate written notice to Envistacom in the event that it is so listed.

Supplier shall not export, re-export, transfer, disclose or otherwise provide or make accessible Envistacom's technical data and/or hardware controlled by Trade Control Laws ("Export Controlled Information") any person or entities not authorized to receive and have access to such data and/or hardware. Such action is a material breach of this Agreement and subject the terms set forth in Section 11 and other penalties imposed by the United States Government international trade sanctions.

6. FOREIGN PERSONS

Supplier acknowledges that certain hardware, technical data, and services exchanged between Supplier and Envistacom for the purpose of this Agreement may be subject to International Traffic in Arms Regulations (ITAR) and Export Administration Regulations (EAR) and may require US Government export authorization before assigning work under or providing access to technical data under this Agreement to any Foreign Persons, as defined in 22 CFR 120.16. Requests for US Government export authorization must include all information required by applicable export laws and regulations, as identified in the ITAR, EAR, or the National Industrial Security Program Operating Manual (NISPOM). Supplier's submittal of a

Certificate of Conformance at time of shipment confirms compliance with this Section 6.

7. TIMELY PERFORMANCE

Supplier will use good faith efforts to complete and/or deliver the Work on the agreed to dates. If Supplier becomes aware of difficulty in performing the Work, Supplier shall notify Envistacom within 72 hours, in writing, giving pertinent details. This notification shall not change any delivery schedule. Failure to provide timely notification may result in termination for default in accordance with Section 17 herein.

8. NEW MATERIALS, PACKAGING AND SHIPMENT

The Supplier shall ensure that only new and authentic parts, materials, and/or assemblies are delivered to Envistacom. The Supplier may only purchase parts, materials, or assemblies directly from Original Manufacturers, Original Component Manufacturers, Original Equipment Manufacturers, Authorized Distributors, or Authorized Aftermarket Distributors and as further defined in 1 and 2 below.

- 1) EEE parts ADs shall only purchase product directly from the OCM. Parts shall not be purchased from other ADs or IDs without prior written consent from Envistacom. Procurement practices and documentation shall enable traceability back to the applicable OCM for each purchase transaction.
- 2) CMs and Resellers shall only purchase parts, materials, and assemblies from the OCM, OEM, or their ADs. Procurement practices and documentation shall enable traceability back to the applicable OCM/OEM or AD for each purchase transaction.

The Supplier shall prepare and package the goods to prevent damage or deterioration and shall use best commercial practice for packing and packaging of items to be delivered under this Agreement, unless otherwise specified in the Agreement. A complete packing list, in addition to a Certificate of Conformance (as detailed in the following section) shall be enclosed with all shipments.

9. CERTIFICATE OF CONFORMANCE

The Supplier shall provide a Certificate of Conformance (CofC) with all materials shipped in accordance with the Purchase Order. The certificate shall be signed, dated, and indicate title of the authorized company representative. The CofC should read as or contain content addressing the following:

"I certify that [*insert Supplier name*] furnished materials and/or services are in accordance with this purchase order and all applicable requirements. I further certify that the materials and/or services are of the quality specified and conform in all respects with the purchase order requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document."

10. INSPECTION AND ACCEPTANCE

Envistacom may inspect all Work at reasonable times and places, including, when practicable: during development or performance, before shipment, and/or upon delivery of the Work, as stated per the requirements of the Purchase Order or associated contractual agreement. Supplier shall provide all information and assistance necessary for safe and convenient inspection without additional charge.

No such inspection shall relieve Supplier of its obligations to furnish and warrant all Work in accordance with the requirements of this

Agreement. Envistacom's final inspection and acceptance shall be at Envistacom's facility unless otherwise specified within the Purchase Order or associated contractual agreement.

If Supplier delivered material is found non-conforming, Envistacom may, at its option, and at the supplier's expense perform any of the following:

- a) Return material for refund or credit
- b) Have material or service promptly replaced or corrected by supplier
- c) Obtain compliant material or service from another source

Envistacom will provide a reason for the return of material and associated expectations/action. The Supplier shall be liable for any increased costs, including re-procurement costs, associated with the non-conforming material or service.

11. PARTS OBSOLESCENCE

Supplier shall assume responsibility for identification, notification, and resolution of obsolescence issues to Envistacom. If an obsolescence issue occurs, Supplier shall:

1. Immediately notify the Envistacom Purchasing Representative of the situation within 72 hours of identification; Supplier shall define the shortage and provide Envistacom with the OEM part number, affected end item part number, affected end item nomenclature, and components per end item, and
2. Provide satisfactory evidence that a prudent effort was made to identify an alternate part (part shall be technically and physically compatible with hardware design.). If alternate part is identified, Supplier shall provide the alternate manufacturer part number to Envistacom.

If an alternate part was not identified and implemented, Supplier shall determine whether there is an opportunity for a last time buy. Supplier shall provide the last time buy date, availability, and attrition rate of the OEM part. Responsibility of last time buys (for which Supplier does not have an accepted Purchase Order from Envistacom) shall be addressed on a case by case basis. Supplier shall procure last time buy inventory to support any accepted Purchase Orders and reserve the applicable part quantities for Envistacom. Envistacom reserves the right to cancel the affected Purchase Order line item or the Purchase Order, in its entirety, at no cost if the alternate part number is not technically compliant with Envistacom application or if there is no opportunity for a last time buy purchase to support the aforementioned Purchase Order.

12. DEVIATION/WAIVER

The Supplier shall not provide any part, material, and/or service not in compliance with requirements of the Purchase Order or associated contractual agreement without prior written consent from Envistacom. In such case, where a departure from requirements is determined and a deviation request is desired, the Supplier is required to submit a waiver stating, as a minimum, the following:

- a) Impact to form, fit, and/or function,
- b) Period of time or quantity of material for which the deviation is required,
- c) Detailed rationale for the request, and
- d) Root Cause and Corrective Action to prevent future occurrence of deviation

13. CHANGES

The Envistacom POC may at any time, by written notice make changes within the general scope of this Purchase Order upon mutual agreement between the Parties. If any such change causes an increase or decrease in the cost of, or the time required for performance of any part of this Purchase Order, Envistacom may request an updated quote from the Supplier. Envistacom shall make an equitable adjustment in the contract price and/or delivery schedule and modify this Agreement upon mutual agreement between the Parties, as required.

Supplier must assert its right to an equitable adjustment under this Section 11 within sixty (60) days from the date of receipt of the written change order from Envistacom; failure to submit in accordance with the prescribed time herein waives Supplier's right to an equitable adjustment for such claim.

Failure to agree to any adjustment shall be resolved in accordance with the "Disputes" section of this Agreement. However, nothing contained in this "Changes" section shall excuse Supplier from proceeding without delay in the performance of this Agreement as changed. Notwithstanding anything to the contrary in this Agreement, in the event that the delivery schedule is accelerated, Supplier shall use commercially reasonable efforts to comply with the changed delivery schedule. In the event Supplier is unable to meet the accelerated delivery schedule, despite Supplier's commercially reasonable efforts to do so, Supplier will not be deemed to be in breach of this Agreement.

14. WARRANTY

Supplier warrants the Work performed pursuant to this Agreement shall strictly conform to applicable specifications, drawings, samples, descriptions, and other requirements of this Agreement and be free from defects in design, material, and workmanship. In the event of any breach of the foregoing warranty, provided Envistacom has delivered to Supplier timely notice of such breach as hereinafter required, Supplier shall, at its own expense, in its discretion either: (1) correct the non-conforming Work and/or non-conforming Deliverables to conform to the requirements defined in the Purchase Order and/or associated contractual agreement or (2) refund to Envistacom that portion of the price received by Supplier attributable to the non-conforming Work and/or Deliverables. No warranty claim shall be effective unless Envistacom has delivered to Supplier written notice specifying in detail the non-conformities within thirty (30) days after performance of the non-conforming Work or tender of the non-conforming Deliverables. The remedy set forth in this Section 12 is the sole and exclusive remedy for breach of the foregoing warranty.

Envistacom represents and warrants to Supplier that Envistacom has the right to use and furnish to Supplier for Supplier's use in connection with this Agreement, any information, specifications, data or Intellectual Property that Envistacom has provided or will provide to Supplier in order for Supplier to provide the Work as identified in the Purchase Order.

15. WITHHOLDING.

Supplier agrees that Envistacom may withhold ("Withholding") a percentage of the total Purchase Order value as a guarantee for Supplier to perform and abide by its obligations and adherence to the terms and conditions of this Purchase Order. The Withholding amount shall be calculated based upon the Total Purchase Order value, as defined below:

- < \$100K = 5% Withholding
- > \$100K and < \$500K = 3% Withholding

- > \$500K = 2% Withholding

If Supplier does not violate any of the terms of this Purchase Order, Envistacom will pay the Withholding amount to Supplier in accordance with the agreed to Payment Terms as defined in Section 3 herein. If Supplier violates the acts stipulated in this Purchase Order and fails to Cure, in accordance with Section 17 herein, Envistacom reserves the right not to refund the Withholding amount prescribed above.

16. WAIVERS, APPROVALS, AND REMEDIES

Failure by either Party to enforce any of the provisions of this Agreement or applicable law shall not constitute a waiver of the requirements of such provisions or law, or as a waiver of the right of a Party thereafter to enforce such provision or law. Envistacom's approval of documents shall not relieve Supplier of its obligation to comply with the requirements of this Agreement. The rights and remedies of either Party in this Agreement are cumulative and in addition to any other rights and remedies provided by law or in equity.

17. DEFAULT

Envistacom, by written notice, may terminate this Agreement for default, in whole or in part, if Supplier (i) fails to comply with any of the terms of this Agreement; (ii) files or has filed against it a petition in bankruptcy; or (iii) becomes insolvent or suffers a material adverse change in financial condition. Supplier shall have thirty (30) days (or such longer period as Envistacom may authorize in writing) to cure (the "Cure" period) any such failure after receipt of notice from Envistacom. Default involving bankruptcy or adverse change in financial condition shall not be subject to the Cure provision.

18. INDEMNIFICATION

Each Party (the "Indemnitor") shall indemnify, defend, and hold harmless the other Party from any and all third party claims, direct damages, suits, actions, judgments, liabilities, defaults, reasonable costs and expenses asserted against or incurred against such other Party as a result of any injury to or death of any person or damage to any property, or for any injury or death to a third party or damage to its property which is caused by the negligence of Indemnitor while on the other Party's premises as a result of performance of this Agreement to the degree or extent so caused.

19. DISPUTES

If a dispute arises between the Parties relating to this Agreement that cannot be resolved at the project level, the Parties agree to use the following procedure prior to either Party pursuing other available remedies:

Each Party will negotiate in good faith any dispute and if such negotiation is unsuccessful then the Parties will refer the dispute in writing to their respective senior level management representatives with decision-making authority regarding the dispute. The Parties' senior level management representative shall meet at a mutually agreed time and place within ten (10) days of such written notice and the senior level management will attempt in good faith to negotiate a resolution of the dispute. As part of this further negotiation the senior level management shall in good faith consider using Alternate Dispute Resolution ("ADR") methods to assist in such continued negotiation.

If after a reasonable time the senior level management is unable to reach a resolution then, either Party may file a request for arbitration to be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), including "expedited procedures," if applicable, but without regard to the

amount in dispute, unless either Party objects in writing to the use of such expedited procedures. Except as provided in this Section 19, the Commercial Arbitration Rules of the American Arbitration Association shall govern the process of the dispute's resolution. In accordance with these Rules the Parties agree that they before they proceed to appoint the arbitrators the Parties will engage in Mediation in accordance with AAA's Commercial Mediation Procedures. Each Party shall engage in good faith to mediate the dispute under the AAA Commercial Mediation Procedures.

Unless the dispute is subject to expedited procedures, in which case the arbitrators will be appointed by the AAA in accordance with its rules for expedited procedures, subsequent to engaging in mediation in good faith either Party may proceed to demand arbitration and concurrent with making such a demand, the demanding Party will specify the name and address of the arbitrator selected. The other Party will, within twenty (20) days of receipt of the arbitration demand, select its arbitrator. If either Party fails to select an arbitrator in a timely manner, then the other Party may request that the AAA appoint the other arbitrator within fifteen (15) days of such request. The two arbitrators thus selected will, within fifteen (15) days of the selection of the second arbitrator, select the third arbitrator, who will chair the arbitration panel and bring to the proceeding subject-matter expertise on the matter to be arbitrated. Should the two party-appointed arbitrators fail to appoint the third arbitrator timely, then either Party may request that the AAA appoint a third arbitrator within fifteen (15) days of such request. Unless the Parties otherwise mutually agree to a difference venue, the arbitration will be held in Georgia. The arbitrators will apply the substantive laws of the state of the applicable Contract Order or Blanket Release.

The Parties will proceed with the arbitration expeditiously with the intent that a decision be rendered within one hundred twenty (120) days from the filing of the demand for arbitration by the initiating Party. The arbitrators' decision will be final and binding on both Parties and may be enforced in any court having jurisdiction. Each Party will bear its own expenses, including reasonable attorneys' fees regarding arbitration undertaken pursuant to this Disputes Section 16, and each Party will pay half of all of the arbitrators' fees and expenses and other administrative costs.

Continued Performance. The Parties will continue to perform under this Agreement during the Dispute resolution process.

Injunctive Relief. The Parties agree to the confidentiality provisions contained in the executed NDA, as applicable, and acknowledge that the unauthorized disclosure of any information required to be kept confidential pursuant to this Agreement may give rise to immediate irreparable injury to the Party that owns the information. Notwithstanding the Dispute Resolution provision contained herein, each Party may seek immediate and injunctive relief against the breach or threatened breach by the other Party of the covenants to keep such information confidential. The Parties further agree that the covenants contained herein or in the executed NDA are reasonably necessary for the protection of legitimate business interests of the Parties and are reasonable in scope and content.

20. FURNISHED PROPERTY

Envistacom may provide to Supplier property owned by Envistacom and/or the government ("Furnished Property"). Furnished Property shall be used only for the performance of this Agreement. Title to Furnished Property shall remain with Envistacom or the government, as applicable. Supplier shall clearly mark (if not so marked) all Furnished Property to show its ownership.

Except for reasonable wear and tear, Supplier shall be responsible for, and shall promptly notify Envistacom of, any loss or damage to Furnished Property. Without additional charge, Supplier shall manage, maintain, and preserve Furnished Property in accordance with good commercial practice. If additional costs are to be incurred to manage, maintain and preserve Furnished Property then Supplier shall notify Envistacom prior to accepting Furnished Property.

At Envistacom's request, and/or upon completion of this Agreement, Supplier shall submit, in an acceptable form, inventory lists of Furnished Property and shall deliver or make such other disposal as may be directed by Envistacom.

21. INDEPENDENT CONTRACTOR RELATIONSHIP

Supplier is an independent contractor in all its operations and activities hereunder. The employees used by Supplier to perform Work under this Agreement shall be Supplier's employees exclusively without any relation whatsoever to Envistacom.

Supplier shall be responsible for and hold harmless Envistacom and its customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including reasonable attorney's fees, all expenses of litigation and/or settlement, and court costs, arising from any act of gross negligence or willful misconduct of Supplier, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Agreement.

22. INFORMATION OF ENVISTACOM

Information provided by Envistacom to Supplier remains the property of Envistacom. Supplier agrees to comply with the terms of any Non-Disclosure Agreement ("NDA") with Envistacom and to comply with all proprietary information markings and restrictive legends applied by Envistacom to anything provided hereunder to Supplier. Supplier agrees not to use any Envistacom provided information for any purpose except to perform this Agreement and agrees not to disclose such information to third parties without the prior written consent of Envistacom. Supplier shall maintain data protection processes and systems sufficient to adequately protect Envistacom provided information and comply with any law or regulation applicable to such information.

If Supplier becomes aware of any compromise of information provided by Envistacom to Supplier, its officers, employees, agents, suppliers, or subcontractors (an "Incident"), Supplier will take appropriate immediate actions to investigate and contain the Incident and any associated risks, including prompt notification to Envistacom soon after learning of the Incident. As used in this Section, "compromise" means that any information provided by Envistacom has been exposed to unauthorized access, inadvertent disclosure, known misuse, loss, destruction, or alteration other than as required to perform the Work. Supplier will additionally provide its reasonable cooperation to Envistacom in any investigation it may conduct regarding the nature and scope of any Incident. Any Supplier costs that may be incurred for remedial actions caused by an Incident shall be borne by Supplier.

The provisions set forth above are in addition to and do not alter, change or supersede any obligations contained in an NDA executed between the Parties.

23. INFORMATION OF SUPPLIER

Supplier shall not provide any proprietary information to Envistacom without prior execution of a mutual NDA by the Parties.

24. RELEASE OF INFORMATION

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Agreement or the subject matter hereof, will be made by Supplier without the prior written approval of Envistacom. Supplier shall not use "Envistacom," "Envistacom Corporation," "EVC" or any other trademark or logo owned by Envistacom, in whatever shape or form, without the prior written consent of Envistacom.

25. CYBERSECURITY AND INCIDENT REPORTING

Supplier shall comply with the requirements listed in DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting to secure and protect its information systems, as applicable.

If Supplier discovers a cyber incident that affects a covered information system or the defense information residing within, or affects the Supplier's ability to perform the requirements of this Agreement, Supplier shall report the cyber incident to Envistacom within 72 hours after confirmation of the incident occurrence and shall submit a cyber incident report to the Department of Defense (DoD) (via <http://dibnet.dod.mil>) and to Envistacom.

Supplier shall conduct activities under this Section 23 in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

26. ETHICAL STANDARDS OF CONDUCT

Envistacom is committed to providing a work environment governed by the highest ethical standards. In all situations, Supplier is expected to conduct its business activities with integrity, ethically, and in accordance with applicable laws and regulations. Envistacom's expectation is that Supplier has, or shall develop, and adhere to a code of ethical standards for business use.

27. GRATUITIES AND KICKBACKS

Supplier shall not offer or give a kickback or gratuity (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as an Envistacom supplier.

Supplier certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR 52.203-7 (Anti-Kickback Procedures) or the Anti-Kickback Act of 1986 (41 USC 51-58), both of which are incorporated herein by this specific reference, except that paragraph (c)(1) of FAR 52.203-7 shall not apply.

Envistacom may, by written notice to Supplier, terminate the right of Supplier to proceed under this Agreement if it is found that gratuities or kickbacks were offered by Supplier or its representatives and agents to any Envistacom officers or employees.

28. EQUAL OPPORTUNITY EMPLOYER

Supplier is an equal opportunity employer. The following laws are incorporated in this Purchase Order by reference, as applicable: 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a).

29. COMBATTING HUMAN TRAFFICKING

Without limiting any of Supplier's obligations hereunder regarding compliance with all applicable laws, Supplier represents and warrants that, if applicable, it fully complies with 48 CFR 52.222-50 and FAR 52.222-56 in its performance of this Purchase Order. Supplier, at its own cost and expense, has in place procedures, programs and policies as necessary to certify and ensure compliance with the

forementioned FAR clauses. To the best of the Supplier's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any prohibited activities identified in paragraph (b) of the FAR clause at 52.222-50, Combating Trafficking in Persons; or (ii) if abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Supplier or its subcontractors, agents, or its agents have taken the appropriate remedial and referral actions.

30. CONFLICT MINERALS

Supplier understands and acknowledges that there are risks associated with sourcing "Conflict Minerals" (tin, tantalum, tungsten, and gold) from the Democratic Republic of Congo (DRC) and its adjoining countries, as detailed in Section 1502 – Conflict Minerals of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"). Supplier shall perform its due diligence when sourcing material, to ensure that material purchased for use on Envistacom programs is not sourced from DRC and its adjoining countries in efforts to avoid human rights violations. Suppliers who are unable to comply with the Act's regulations and amendments may be removed from Envistacom's approved supplier list.

31. GOVERNMENTAL COMPLIANCE

Supplier shall comply with all federal, state, local, and foreign laws, rules, and regulations applicable to its manufacture of products or delivery of services. Supplier shall furnish to Envistacom all information required to enable Envistacom to comply with such laws, rules, and regulations upon reasonable request from Envistacom.

32. GOVERNING LAW

This Purchase Order shall be governed by, and construed in accordance with, the internal laws of the State of Georgia. The Parties agree that any legal or equitable suit, action or proceeding arising out of this Agreement shall be instituted and prosecuted in the Superior Court of Fulton County, State of Georgia or the federal court for the Northern District of Georgia, and for purposes of this Agreement, each Party hereto irrevocably submits to the jurisdiction of any such courts in any such suit, action, or proceeding.

33. NO SOLICITATION

It is expressly agreed that neither Party will, directly or indirectly, solicit for hire any employee(s) of the other Party who is/are associated with efforts under this Agreement during the term of this Agreement. Notwithstanding the foregoing, any rights of either Party granted by law shall not be limited, restricted or encumbered nor shall either Party be restricted from hiring individuals who respond to general advertisements or make independent inquiries for employment.

34. TERMINATION FOR CONVENIENCE

Envistacom shall terminate this Agreement, or any part hereof, for its convenience. Envistacom shall terminate by delivering to Supplier a Notice of Termination specifying the extent of termination and the effective date. In the event of such termination, Supplier shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this Agreement, Supplier shall be paid based on the percentage of the Work performed prior to the notice of termination, plus reasonable charges Supplier shall not be paid for any Work performed or costs incurred which reasonably could have been avoided.

In the event of a termination for convenience or change, no claim will be allowed for any manufacture or procurement in advance of

Supplier's normal flow time unless there has been prior written consent by Envistacom.

In no event shall Envistacom be liable for lost or anticipated profits. Supplier's termination claim shall be submitted within ninety (90) days from the effective date of the termination. Supplier shall continue all Work not terminated.

35. STOP WORK

Supplier shall Stop Work in accordance with any written notice received from Envistacom or for such longer period of time as the Parties may agree. The Parties shall take all reasonable steps to minimize the incurrence of costs allocable to the Work during the Stop Work period.

36. ELECTRONIC CONTRACTING

The Parties agree that if this Agreement is transmitted electronically neither Party shall contest the validity of this Agreement, or any acknowledgement thereof, on the basis that this Agreement or acknowledgement contains an electronic signature.

37. SUPPLIER RELOCATION

Supplier shall notify the Envistacom Purchasing Representative, in writing, at least ninety (90) days in advance of any relocation (whether by sale of operations or by facility transfer) of Supplier's manufacturing operations. Supplier shall include the following information in the written notification:

1. Purpose of the relocation,
2. Address of the new location(s),
3. Assessment of actual or potential impact to current POs,
4. Risk mitigation plan to ensure compliance to existing requirements,
5. Master schedule and timeline of relocation activities, and
6. Relocation Coordinator/Point of Contact information.

Upon completion of relocation, Supplier shall provide Envistacom a first article inspection for all part numbers for which Supplier has an executed PO from Envistacom, and allow Envistacom opportunity to review, inspect, and approve first article.

38. FORCE MAJEURE

Neither Party shall be in default of this Agreement by reason of its delay in the performance of, or failure to perform, any of its obligations hereunder if such delay or failure is caused by strikes, acts of God, of the public enemy, riots, or other events which arise from circumstances beyond the reasonable control of that Party (including, but not limited to, delay in obtaining export approval from the U. S. State Department in the event such approval is required or the revocation of such approval). During the pendency of such intervening event, each of the Parties shall take all reasonable steps to fulfill its obligations hereunder by other means and, in any event, shall upon termination of such intervening event, promptly resume its obligations under this Agreement.

39. INDEMNIFICATION

Each Party (the "Indemnitor") shall indemnify, defend, and hold harmless the other Party from any and all third party claims, direct damages, suits, actions, judgments, liabilities, defaults, reasonable costs and expenses asserted against or incurred against such other Party as a result of any injury to or death of any person or damage to any property, or for any injury or death to a third party or damage to its property which is caused by the negligence of Indemnitor while on

the other Party's premises as a result of performance of this Agreement to the degree or extent so caused.

40. LIMITATION OF LIABILITY

General Limitation. The liability of each Party to the other for all damages arising out of or related to this Agreement, regardless of the form of action that imposes liability, whether in contract, equity, negligence, intended conduct, tort or otherwise, will be limited to and will not exceed, in the aggregate for all claims, actions and causes of action of every kind and nature, the sum of payments received by Supplier for a six-month period.

Limitation on Other Damages. In no event will the measure of damages payable by either include, nor will either Party be liable for, any amounts for loss of income, profit or savings or indirect, incidental, consequential, exemplary, punitive or special damages of any Party, including third parties, even if such Party has been advised of the possibility of such damages in advance, and all such damages are expressly disclaimed.

Survival. The provisions of this Section 32 shall survive termination or expiration of this Agreement.

41. TAXES

Unless this Purchase Order specifies otherwise, the price of this Purchase Order includes, and Supplier is liable for and shall pay, all taxes, impositions, charges, customs duties or tariffs and exactions imposed on or measured by this Purchase Order except for applicable sales and use taxes that are separately stated on Supplier's invoice. Prices shall not include any taxes, impositions, charges or exactions for which Envistacom has furnished a valid exemption certificate or other evidence of exemption. To the extent that Envistacom is required to do so under applicable law or tax regulations, Envistacom may deduct from any payments due to Supplier pursuant to this Purchase Order such taxes as Envistacom is required to withhold from such payments and pay such taxes to the relevant tax authorities; provided, however, that Envistacom provides Supplier with relevant tax receipts or other suitable documentation evidencing the payment of such taxes promptly after such taxes are paid.

42. INSURANCE

During the performance of this Order, Supplier will maintain in full force and effect, at Supplier's expense, Workers' Compensation insurance as required by law or regulation, having jurisdiction over Supplier's employees. If Workers' Compensation is through a Social Scheme, which is any compulsory insurance program administered and enforced by government, Supplier agrees to be in full compliance with such laws. Employer's Liability insurance shall be in amounts not less than the local currency equivalent of U.S. \$1,000,000. Where permitted by law, such policies will contain a waiver of the insurer's subrogation rights against Envistacom. In addition, Supplier shall maintain, at its expense, a Comprehensive General Liability insurance policy covering claims of bodily injury, including death, products and completed operations, contractual liability, and property damage that may arise out of use of the Products or acts of omission of Supplier under this Order, and containing such other provisions as may be required by Envistacom. Such policy or policies shall provide a coverage minimum of U.S. \$1,000,000 per occurrence. Each policy shall name Envistacom, its officers, directors, and employees as additional insureds. All such policies shall provide that the coverage thereunder shall not be terminable without at least thirty (30) days prior written notice to Envistacom. Each policy maintained by Supplier to satisfy requirements of this Agreement must also serve as

primary and non-contributing coverage with any similar insurance maintained by Envistacom.

Upon demand by Envistacom, Supplier shall (1) promptly supply Envistacom with certificates of insurance of such policies and (2) arrange for a waiver of subrogation in favor of Envistacom. In no event will the coverage or limits of any insurance maintained by Supplier under this Order, or the lack or unavailability of any other insurance, limit or diminish in any way Supplier's obligations or liability to Envistacom hereunder.

43. PRECEDENCE

Any inconsistencies in this Agreement shall be resolved in accordance with the following descending order of precedence: (1) face of the Purchase Order or, as applicable, any special terms and conditions outlined within the associated contractual agreement and (2) any supplementary terms and conditions invoked in this Agreement.

44. SEVERABILITY

Each Section, paragraph and subparagraph of this Agreement is severable, and if one or more of them are declared invalid, the remaining provisions of this Agreement will remain in full force and effect.

45. SURVIVABILITY

If this Agreement expires, is completed, or is terminated, Supplier shall not be relieved of those obligations contained in the following Sections:

- Section 5 - Export Control
- Section 19 - Disputes
- Section 20 - Furnished Property
- Section 22 - Information of Envistacom
- Section 24 - Release of Information
- Section 32 - Governing Law
- Section 36 - Electronic Contracting