Purchase Order Terms and Conditions

Unless otherwise agreed separately in writing, Purchase Orders from Cynergy shall be governed by our standard PO Terms and Conditions herein as follows:

- **All orders must be confirmed to processteam@cynergy.pro to be valid.**
- Unless otherwise agreed to in writing, orders must be shipped-complete, and no partial shipments are allowed.
- Orders must be fulfilled within the stated Period of Performance.
- All shipments must reference the End User PO and/or Contract Number.
- Orders may be subject to DPAS restrictions and UID Labelling requirements.
- Unless specifically authorized, orders do NOT include freight charges. **Cynergy Professional Systems will not pay freight charges.**
- Purchase Orders shall be exempt from Sales Taxes. **Cynergy Professional Systems will reject any invoices that include sales tax.**
- Send invoices to: accounting@cynergy.pro, and include electronic payment remittance information.
- Unless otherwise agreed to in writing, Payment terms to Seller shall be NET 30 or greater. **Cynergy rejects any pre-payment terms.**

Purchase Order Terms and Conditions:

The following Purchase Order Terms and Conditions ("Terms" or "Agreement") apply to purchase orders and transactions from Cynergy Professional Systems. Unless otherwise provided through a separate written agreement, duly executed by both parties, the following terms shall apply. If there is such an agreement, then those specific terms shall govern the applicable portion of the transaction and relationship of the parties. All other sections of these terms shall remain in full force and effect, absent separate written agreement.
In the absence of such a written agreement, duly executed by both parties, then these Terms provide you ("Seller") with the guidelines and legal stipulations of your purchase order ("Order") with Cynergy Professional Systems LLC ("Purchaser" and "Cynergy") for the goods and/or services that are described on the face of the Order.

1. ACCEPTANCE AND TERMS AND CONDITIONS: Seller accepts the Order and any amendments by return of a confirmation notice, either in writing or by electronic confirmation to purchaseorders@cynergy.pro. Even without such written acknowledgment, Seller's full or partial performance under this Order will constitute acceptance of these Terms. By acceptance of this Order, Seller agrees to be bound by, and to comply with all these Terms, which include any supplements to it, and all specifications and other documents

referred to in this Order. These Terms apply to everything listed in this Order and constitute Purchaser's offer to Seller, which Purchaser may revoke at any time prior to Seller's acceptance. This Order is not an acceptance by Purchaser of any offer to sell, any quotation, or any proposal. Reference in this Order to any such offer to sell, quotation, or proposal will not constitute a modification of any of these Terms. Terms and conditions different from or in addition to these Terms, whether contained in any acknowledgment of this Order, or with delivery of any goods or services under this Order, or otherwise, will not be binding on Purchaser, whether or not they would materially alter this Order, and Purchaser hereby rejects them. These Terms may be modified only by a written document signed by duly authorized representatives of Purchaser and Seller.

2. DEFAULT: Time is of the essence of this Order. Purchaser may by written notice of default to Seller (a) terminate all or any part of this Order if Seller fails to perform, or so fails to make progress as to endanger performance of this Order in accordance with its terms, and does not cure such failure within a period of ten (10) days (or such longer period as Purchaser may authorize in writing) after receipt of notice from Purchaser specifying such failure; and (b) procure, on such terms as it will deem appropriate, goods or services similar to those so terminated. Seller will continue performance of this Order to the extent not terminated and will be liable to Purchaser for any excess costs for such similar goods or services. As an alternate remedy, and in lieu of termination for default, Purchaser, at its sole discretion, may elect to extend the delivery schedule and/or waive other deficiencies in Seller's performance, in which case an equitable reduction in the Order price will be negotiated. If Seller for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements of this Order, Seller will promptly notify Purchaser in writing. If Seller does not comply with Purchaser's delivery schedule, Purchaser may require delivery by fastest way and charges resulting from the premium transportation must be fully prepaid and absorbed by Seller. The rights and remedies of Purchaser provided in this Section 2 will not be exclusive and are in addition to any other rights and remedies provided by the Uniform Commercial Code, by law, at equity or under this Order.

3. PRICE: This Order must not be filled at a price higher than shown on the face of the Order. If no price is set forth on the front of the Order, the goods or services will be billed at the price last quoted or at the prevailing market price, whichever is lower, and, in any event, goods and services ordered under this Order will not be billed at a higher price than last quoted or charged without Purchaser's specific written authorization. Purchaser will be entitled at all times to set off any amount owed at any time by Seller or any of its affiliates to Purchaser or any of its affiliates against any amount payable at any time by Purchaser in connection with this Order. No extra charges of any kind will be allowed unless specifically agreed to in writing by the Purchaser. All applicable taxes arising out of transactions contemplated by the

Order will be borne by Seller except as otherwise specified by the parties in writing. If Seller reduces its prices for such goods and/or services during the term of this Order, Seller shall correspondingly reduce the prices of goods and/or services sold thereafter to Purchaser under this Order.

4. INVOICES, PAYMENT, AND TAXES:

Invoices shall be delivered to Cynergy Professional Systems LLC, 26047 Acero, Suite 100 Mission Viejo, CA 92681 ATTN: Accounts Payable, or electronically to accounting@cynergy.pro. Invoices must contain remittance information, and electronic payment information is preferred, to include US ACH Routing Number and Account Number of Seller.

(a) Invoices shall be rendered on completion of services or delivery of goods and shall contain the Purchase Order Number, item number, description of goods or services, quantities, unit prices, date(s) rendered and total purchase price. Each invoice must refer to one, and only one, purchase order.

(b) Invoices for contingent workers must contain all of the above where applicable and include a copy of Cynergy's time tracking document for each contingent worker for the time period being billed.

(c) Unless otherwise agreed separately, payment shall be made on the terms of NET 30 days from the date of invoice. Cash discount periods shall be computed from either the date of actual delivery of the goods or the date an acceptable invoice is received, whichever is later. All claims for money due or to become due from Purchaser shall be subject to deduction by Purchaser for any setoff or counterclaim arising out of this or any other of Purchaser's Orders with Seller.

(d) Seller recognizes that Purchaser will be treated as a tax exempt entity, and Purchaser will provide Seller with its exemption certificate on request. All invoices of Seller to Purchaser shall exclude taxes that are excludable under Purchaser's tax exempt status.

(e) Seller shall provide all invoices to Purchaser in a timely basis upon completion of services or delivery or products. Cynergy reserves the right to refuse invoices not provided in a commercially reasonable time, exceeding 180 days from completion of services or delivery of products.

5. PACKAGING and DELIVERY: All goods must be packaged in the manner specified by Purchaser and shipped in the manner and by the route and carrier designated by Purchaser. If Purchaser does not specify the manner in which the goods must be packaged, Seller shall package the goods so as to avoid any damage in transit. If Purchaser does not specify the manner of shipment, route, or carrier, Seller shall ship the goods at the lowest possible transportation rates, consistent with Seller's obligation to meet the delivery schedule set forth in this Order. All Orders shall be SHIPPED COMPLETE, and Partial Deliveries will not be allowed unless otherwise agreed to separately or designated on the Purchase Order.

(a) FREIGHT CHARGES: Unless otherwise specified in writing on the Purchase Order, all deliveries must be shipped with Freight Prepaid, and no freight or shipping charges allowed or paid by Cynergy. Cynergy will refuse any invoices for freight charges not separately included in the purchase order. Deliveries shall be FOB Destination, with the Seller bearing the risk of loss during transit.
(b) PERIOD OF PERFORMANCE: All goods and services must be delivered within the stated Period of Performance provided on the Purchase Order, or as separately agreed milestone schedule. Seller shall promptly notify Cynergy of any potential delays or inability to comply with the Period of Performance, within two (2) days of the date the Seller is aware that delivery schedule will not be met. Seller agrees to comply with the requirements of any DPAS rating, as stated on the purchase order.
This Purchase Order does not authorize any automatic renewal, extension, or evergreen provision. Any term in the Seller's quotation, proposal, acknowledgment, invoice, terms and conditions, or other document that provides for automatic renewal or extension is expressly rejected and shall have no force or effect. Any continuation of the goods or services beyond the stated Purchase Order period of performance must be approved by the Purchaser in writing through a new or amended Purchase Order signed by an authorized representative of the Purchaser.
(c) DPAS RATED ORDERS: For DPAS rated orders, Seller is required to follow all the provisions of the Defense Priorities and Allocation System regulation (15 CFR Part 700) in obtaining controlled materials and other products, services and materials needed to fill this order.
(d) LABELLING: All deliveries must include the stated Purchase Order Number, Contract Number, and Point of Contact as listed on the Purchase Order on the outside of any packaging. Individual products may require specific labels such as DOD IUID (Item Unique Identification), as listed on the Purchase Order.
(d) EXPORT COMPLIANCE: Seller shall comply with all applicable export control, import, and economic sanctions laws and regulations, including, as applicable, the U.S. Export Administration Regulations (EAR), the U.S. International Traffic in Arms Regulations (ITAR), and regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC). Seller shall not export, re-export, transfer, disclose, or otherwise provide any items, technical data, software, or technology provided by Purchaser except in compliance with applicable laws and any required government authorizations. Seller shall promptly notify Purchaser of any actual or suspected violation of this clause or any circumstance that may affect Seller's ability to comply with applicable export control requirements.

6. INSPECTION: All goods and services will be subject to inspection and test by Purchaser at all times and places, including the period of manufacture and in any event prior to final acceptance. Final acceptance or rejection of the goods or services will be made as promptly as practical after delivery except as otherwise provided in this Order, but failure to inspect and accept or reject goods or services or failure to detect defects by inspection, will neither

relieve Seller from responsibility for such goods or services as are not in accordance with this Order nor impose liabilities on Purchaser for them. Purchaser's payment for the goods shall not constitute its acceptance of the goods. Goods rejected and goods supplied in excess of quantities ordered may be returned to the Seller at Seller's expense. Payment, if any, made for any goods rejected hereunder shall be promptly refunded by Seller. Seller will provide and maintain an inspection and process control system acceptable to Purchaser covering the goods and services ordered. Records of all inspection work by Seller will be kept complete and available to Purchaser during the performance of this Order and for seven (7) years after Seller's completion of this Order. If any of the goods or services are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this Order, including any applicable drawings and specifications, then Purchaser, in addition to such other rights and remedies it may have by contract or by law or equity, at its sole discretion may reject and return such goods at Seller's expense, require Seller to inspect the goods and remove nonconforming goods and/or require Seller to replace nonconforming goods or services with conforming goods or services. If Seller fails to make the necessary inspection, removal, and replacement in a time and manner satisfactory to Purchaser, Purchaser may at its option inspect and sort the goods; Seller will pay any related costs.

7. WARRANTIES: Seller represents and warrants that (a) all goods and services are free of any claim of any nature by any third person and that Seller will convey clear title to Purchaser, (b) all services are performed in a manner acceptable in the industry and in accordance with generally accepted standards, are free from all defects, are fit for the particular purposes for which they are acquired, and are provided in strict accordance with the specifications or other requirements (including performance specifications) approved or adopted by Purchaser, (c) all goods sold will be of merchantable quality, free from all defects in design, workmanship and materials, and fit for the particular purposes for which they are purchased and that the goods and services are provided in strict accordance with the specifications, samples, drawings, designs or other requirements (including performance specifications) approved or adopted by Purchaser, (d) the prices for the goods or services sold to Purchaser under this Order are not less favorable than those currently extended to any other customer for the same or similar goods and/or services in equal or lesser quantities, and (e) Seller shall not act in any fashion or take any action that will render Purchaser liable for a violation of any applicable anti-bribery legislation (including without limitation, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010), which prohibits the offering, giving, or promising to offer or give or receiving, directly or indirectly, money or anything of value to any third party to assist it, them or Purchaser in retaining or obtaining business or in procuring the goods or services. Purchaser's inspection, test, acceptance, or use of the goods shall not affect Seller's obligations under these warranties. Seller shall replace or correct, at Purchaser's option and at Seller's cost, defects of any goods not conforming to these warranties. If Seller fails to correct defects in or replace nonconforming goods within ten

(10) days from the date the Purchaser notifies Seller of the defect or defects, Purchaser may, on ten (10) days prior written notice to Seller, either (i) make such corrections or replace such goods and charge Seller for all costs incurred by Purchaser, or (ii) revoke its acceptance of the goods in which event Seller shall be obligated to refund the purchase price and make all necessary arrangements, at Seller's cost, for the return of the goods to Seller. All warranties of Seller herein or that are implied by law shall survive any inspection, delivery, acceptance, or payment by Purchaser. Any attempt by Seller to limit, disclaim, or restrict these warranties or any remedies of Purchaser, by acknowledgment or otherwise, in accepting or performing this Order, will be null, void, and ineffective without Purchaser's written consent.

8. INDEMNIFICATION: Seller shall indemnify and hold Purchaser and its affiliates harmless and, on Purchaser's request, shall defend each of them from and against any or all third party claims, demands, litigation, or proceedings of whatever kind, whether based upon negligence, breach of express or implied warranty, strict liability, infringement of intellectual property rights, or any other theory, and from and against all direct, indirect, special, exemplary, incidental or consequential damages of every kind whatsoever, arising out of, by reason of, or in any way connected with the goods and/or services, the design, manner of preparation, manufacture, construction, completion, or delivery or non-delivery of any goods and/or services by Seller, any breach by Seller of any of its obligations hereunder, or any other act, omission or negligence of Seller or any of Seller's employees, workers, servants, agents, subcontractors, or suppliers. Seller shall, on request, pay or reimburse Purchaser or any other party entitled to indemnification hereunder for all costs and expenses, including attorneys' fees, as incurred by Purchaser or such other party in connection with any such claim, demand, litigation, proceeding, loss, or damage. In addition, for infringement claims, Seller will, at its own expense and at Purchaser's option, either procure for Purchaser the right to continue using the allegedly infringing item, replace it with a non-infringing equivalent, or remove it and refund the purchase price and the transportation and installation costs thereof.

9. LIMITATION OF LIABILITY: PURCHASER'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS ORDER IS LIMITED TO THE AMOUNT PAID BY PURCHASER FOR THE GOODS AND/OR SERVICES. TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, PURCHASER SHALL NOT BE LIABLE UNDER THIS ORDER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOST REVENUES EVEN IF PURCHASER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. PURCHASER'S PROPERTY: Tangible or intangible property of any nature furnished to Seller by Purchaser or specifically paid for in whole or in part by Purchaser, and any

replacements or attachments, are the property of Purchaser and, unless otherwise agreed in writing by Purchaser, will be used by Seller solely to render services or provide goods to Purchaser. Seller will not substitute any property or take any action inconsistent with Purchaser's ownership of such property. While in Seller's custody or control such property will be held at Seller's risk, will be kept insured by Seller at its expense for its replacement cost with loss payable to Purchaser, and will be subject to removal at Purchaser's written request, in which event Seller will prepare such property for shipment and redelivery to Purchaser in the same condition as originally received by Seller, reasonable wear and tear excepted, all at Seller's expense.

11. CHANGES: At all times Purchaser will have the right to make changes to this Order, including changes to drawings, designs, configurations, specifications, quantities, methods of shipment or packing and delivery schedules or location of delivery. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any work under this Order, an equitable adjustment will be made in the contract price or delivery schedule, or both, and this Order will be modified in writing accordingly. Nothing in this Section, including any disagreement with Purchaser as to any claimed adjustment, will excuse Seller from proceeding with this Order as changed. Any claim by the Seller for adjustment under this Section 11 must be in a detailed writing and delivered to Purchaser within five (5) days after the date Seller receives notification of change. Any change will be authorized only by a duly executed amendment to this Order. Information, such as technical information or guidance provided to Seller by representatives of Purchaser, will not be construed as a change within the meaning of this Section. If Seller considers that the conduct of any of Purchaser's employees has constituted a change under this Order, Seller will immediately notify Purchaser's Central Procurement Office, in writing, as to the nature of the change and any proposed adjustment, which will then be subject to this Section 11.

    STOP-WORK ORDER: Purchaser may, at any time, by written order to Seller, require Seller to stop all, or any part, of the work called for by the Purchase Order for a period of 90 days after the written order is delivered to Seller, and for any further period to which the Parties may agree. The order shall be specifically identified as a stop-work order issued pursuant to this clause. Upon receipt of the stop- work order, Seller shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Seller, or within any extension of that period to which the Parties shall have agreed, Purchaser shall either (1) cancel the stop-work order; or (2) terminate the work covered by the stop-work order as provided in the terms of the Purchase Order.
12. COMPLIANCE WITH LAWS: Seller represents and warrants that it is in compliance with and all goods and/or services supplied hereunder have been produced or provided in

compliance with the applicable provisions of all federal, state, or local laws or ordinances and all related lawful orders, rules and regulations. Seller shall comply with any provisions, representations, or agreements, or contractual clauses required to be included or incorporated by reference or operation of law in any Order. Seller shall be required to obtain and pay for any license, permit, inspection or listing by any public body or certification organization required in connection with the manufacture, performance, completion or delivery of any good and/or service.

13. CONFIDENTIAL OR PROPRIETARY INFORMATION: Notwithstanding any document marking to the contrary, any knowledge or information that the Seller has disclosed or may later disclose to Purchaser, and which in any way relates to the goods or services covered by this Order will not, unless otherwise specifically agreed to in writing by Purchaser, be deemed to be confidential or proprietary information, and will be acquired by Purchaser, free from any restrictions. Seller will not transmit to Purchaser any sensitive personal information, including, but not limited to, identified health information, financial information, social security numbers, biometrics or other personally identified or identifiable information of like sensitivity. Seller will keep confidential any technical, process, economic, or other information derived from drawings, specifications and other data furnished by Purchaser in connection with this Order (in whatever form or format) and will not divulge, export, or use, directly or indirectly, such information for the benefit of any other party without obtaining Purchaser's prior written consent. Except as required for the efficient performance of this Order, Seller will not use such information or make copies or permit copies to be made of such drawings, specifications, or other data without the prior written consent of Purchaser. If any reproduction is made with prior consent, this notice will be provided. Upon completion or termination of this Order, Seller will promptly return to Purchaser all materials incorporating any such information and any copies, except for one record copy. Seller agrees that no acknowledgment or other information concerning this Order and the goods or services provided will be made public by Seller without the prior written agreement of Purchaser.

    CUI: To the extent the Seller receives or accesses Controlled Unclassified Information ("CUI"), Seller shall protect, use, disseminate, store, transmit, and dispose of such CUI in accordance with all applicable federal laws, regulations, executive orders, and contract requirements, including applicable CUI safeguarding requirements. Seller shall limit access to authorized personnel with a need to know, promptly notify Purchaser of any actual or suspected unauthorized access, use, or disclosure of CUI, and, upon request or termination of this Agreement, return or securely destroy all CUI as required by applicable law, regulation, or contract.

The Seller shall immediately notify the Purchaser in writing upon becoming aware of any circumstance that prevents or may prevent the Seller from storing, processing, transmitting, or otherwise safeguarding Controlled Unclassified Information (CUI) in accordance with the requirements of this Purchase Order or applicable laws, regulations, or security standards. Such notification shall be provided without undue delay and shall include a description of the issue, the potentially affected CUI, the anticipated impact, and the corrective actions being taken. The Seller shall not accept, receive, store, process, or transmit any CUI while unable to meet the required protection standards without the Purchaser's prior written approval.

14. WORK ON PURCHASER'S PREMISES: If Seller's work under this Order requires Seller to be on the premises of Purchaser or at Purchaser's direction, Seller will take all necessary precautions to prevent any injury to persons or damage to property, including following any rules, procedures or other requirements of Purchaser.

15. INSURANCE: Seller will maintain Comprehensive General Liability (including Contractual Liability coverage insuring the liabilities assumed in these Terms), Automobile Liability and Employers' Liability insurance with limits as reasonably required by Purchaser, as well as appropriate Workers' Compensation insurance as will protect Seller from all claims under any applicable workers' compensation and occupational disease acts. At Purchaser's request, Seller will furnish to Purchaser a Certificate of Insurance completed by its insurance carrier(s) certifying that the required insurance coverage is in effect, with waiver of subrogation, naming Purchaser as an additional insured, and containing a covenant that such coverage and will not be canceled or materially changed until ten (10) days after prior written notice has been delivered to the Purchaser.

16. TERMINATION: Purchaser may terminate all or any part of this Order for convenience at any time by written notice to Seller. Upon such termination, Purchaser's liability will be limited to reasonable termination charges mutually agreed by Seller and Purchaser, provided that Seller must specify any proposed charges in writing within fifteen (15) days after termination. This Order shall terminate automatically, without notice, if Seller becomes insolvent or the subject of any proceeding under the laws relating to bankruptcy or the relief of debtors.

17. GOVERNMENT CONTRACTS: If this Order bears a government contract number on the face of this Order, and Purchaser's customer is a government agency, entity, agent or other government end user, Seller shall comply with all applicable FAR, DFARS, and other required clauses identified in Exhibit A, which are hereby incorporated into the Purchase Order by reference with full force and effect., orders and directives are hereby incorporated by reference into this Order.

18. QUALITY MANAGEMENT AND CONTROLS:
As pursuant to AS9100, ISO9000 and ISO20243 guidelines, Cynergy requires the flow-down of certain information, terms, requirements or other items, which will be provided with our Purchase Order to our specified supplier(s).
All Vendors intended for use as electronic part supply source on all US Government Department of Defense (US DOD) contracts MUST accept without modification the flow-down provisions of both DFARS clauses 252.246-7007 and 252.246-7008.
The following information will be specified by Cynergy to Seller in our Purchase Order:
a) the processes, products or services to be provided including the identification of relevant technical data. For example: specifications, drawings, process requirements, work instructions, statement of work, or other salient characteristics;
b) Cynergy's specific the approval of:

1.
    A. The scope of products or services to be acquired;
    B. If applicable, any methods, processes or equipment;
    C. If applicable, the requirements or restrictions regarding the release of products and services;

c) If applicable, any specific competence, training, certification, or qualification required of person(s);
d) if applicable, any requirements or restrictions regarding seller' interactions with Cynergy;
e)if applicable, any required control or monitoring of the Seller's performance to be applied by Cynergy;
f) if applicable, the requirements of any activities that Cynergy, or its customer, intends to perform at Seller's premises;
g) If applicable, any restrictions or controls imposed on Seller on the design or development of products;
h) if applicable, any special requirements, critical items, or key characteristics;
i) if applicable, any test, inspection, or verification (including production process verification), required from Seller;
j) if applicable, the use of statistical techniques for product acceptance and related instructions for acceptance by Cynergy or its customer;
k) if applicable, the requirement for Seller to:
− implement a quality management system, and provide documentation regarding that system;
− use either Cynergy-designated or customer-designated or approved providers, including process sources (e.g., special processes);
− notify Cynergy of nonconforming processes, products, or services and obtain approval for their disposition;
l) Seller agrees, as follows:

− to prevent the use of counterfeit parts, and to take action to prevent malicious, fraudulent, tainted or counterfeit products from entering its supply chain;
− to notify Cynergy of changes to processes, products, or services, including changes of their external providers or location of manufacture, and obtain Cynergy's approval;
− to accept the flow down of applicable requirements including customer requirements;
− to provide test specimens for design approval, inspection/verification, investigation, or auditing, as required by Cynergy or Cynergy's customer.
− to retain documented information regarding these requirements and conformance for a period of not less than 5 years.
− to grant the right of access by Cynergy , Cynergy's customer, and regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain;
m) Seller agrees, as follows, to maintain and demonstrate upon request, the training of Seller staff regarding:
− their contribution to product or service conformity;
− their contribution to product safety;
− the importance of ethical behavior.

19. MISCELLANEOUS:
(a) NON-ASSIGNMENT: Assignment of this Order or any interest in it or any payment due or to become due under it, without the written consent of the Purchaser, will be void. An assignment will be deemed to include not only a transfer of this Order or such interest or payment to another party but also a change in control of Seller, whether by transfer of stock or assets, merger, consolidation, or otherwise.
(b) TRANSPORTATION: All the prices are established as F.O.B. Seller and/or Origin Dock, Freight Prepaid, unless otherwise specifically provided on the front of this Order. Title and risk of loss shall not pass to Purchaser until delivery of the goods to the location designated on the face of this Order and acceptance by Purchaser. If Purchaser rightfully rejects the goods, receives a non-conforming tender, or revokes its acceptance, risk of loss and title shall be deemed to have remained with Seller. The responsibility for freight damaged merchandise will be assumed by Seller. No charges for unauthorized transportation will be allowed. Any unauthorized shipment, which will result in excess transportation charges, must be fully prepaid by the Seller. Seller will not declare any value on such materials shipped via United Parcel Service, Rail Express, Air Express, Air Freight or Parcel Post. Seller will release rail or truck shipments at the lowest released valuation permitted in the governing tariff or classification.
(c) ANTICIPATION OF DELIVERY SCHEDULE: Unless otherwise agreed in writing, Seller will not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Purchaser's delivery schedule. Goods shipped to Purchaser in advance of schedule may be returned to Seller at Seller's expense.

(d) SELLER'S INVENTORY: Purchaser will have no obligation to request quotations or place Orders with Seller, both of which will be in Purchaser's sole discretion. Purchaser acting in its sole discretion will determine the actual quantity of goods or services to be purchased. The quantity of goods or services, if any, specified in forecasts supplied by Purchaser from time to time, or otherwise, is an estimate only. Seller bears sole responsibility for managing Seller's raw material, work in process, and inventory, and Purchaser will have no liability with respect thereto (whether upon termination of this Order or otherwise) other than in connection with termination as provided in Section 16.
(e) FORCE MAJEURE: Purchaser may delay delivery and/or acceptance occasioned by causes beyond its control.
(f) REMEDIES: Each of the rights and remedies reserved to Purchaser in this Order shall be cumulative and additional to any other remedies provided in law or equity. No delay or failure by Purchaser in the exercise of any right or remedy shall affect any such right or remedy and no action taken or omitted by Purchaser shall be deemed to be a waiver of any such right or remedy.
(g) PUBLICITY: Seller will not use Purchaser's name or logo in publicity, advertising, or similar activity, except with Purchaser's prior written consent. Seller will not disclose the existence of this Order or any of its respective terms to any third party without Purchaser's prior written consent.
(h) DOCUMENTATION: It is agreed that all technical documentation and other literature necessary for the proper use of the goods or services will be provided to Purchaser with the goods or services, unless otherwise directed by Purchaser, and its cost is included in the price.
(i) GOVERNING LAW: This Order, these Terms, and all related transactions, will be interpreted under and governed by the laws of the State of California in the United States of America without regard to its conflict of law principles.
(j) DISPUTE RESOLUTION: Disputes arising under this Agreement will be resolved by the parties through good faith negotiations in the ordinary course of business. Any dispute not so resolved will be submitted for binding arbitration, at the written request of either party, before a single arbitrator under the JAMS Streamlined Arbitration Rules and Procedures in the State of California or at another location as mutually agreed. Selection of the arbitrator will be by mutual agreement of the parties or, failing agreement within twenty (20) days, by JAMS pursuant to its then-current rules. The amount and responsibility for payment of arbitration costs will be one of the issues decided by the arbitrator, whose decision will be in accordance with the terms and conditions of this Agreement. No damages excluded by or in excess of the damage limitations set forth in this Agreement shall be awarded. During any such arbitration, the parties will continue diligent performance of this Agreement. The arbitrator will render a written decision stating reasons therefore in reasonable detail within ninety (90) days after the respondent receives the Commencement Letter. The provisions of this section, and any award issued by an arbitrator, may be enforced by either party in any court of competent jurisdiction. Arbitration is the exclusive remedy for disputes arising under this Agreement; the parties hereby waive their rights to bring a lawsuit to resolve a dispute arising under this Agreement.

(k) SURVIVAL: Seller's obligations under Sections 6, 7, 8, 9, 10, 12, 13, and 18 (f), (i), (j), (k), (l), (o), and (q) will survive any termination of this Order.
(l) WAIVER; MODIFICATION: No claim or right arising out of a breach of this Order can be discharged in whole or in part by a waiver or renunciation of the claim or right unless supported by consideration and in a writing signed by the aggrieved party. The failure of Purchaser to enforce at any time or for any period of time any of the provisions hereof will not be construed to be a waiver of such provisions or of the right of Purchaser thereafter to enforce each and every such provision. This Order can be modified or rescinded only by a writing signed by authorized representatives from both parties.
(m) NOTICES: All notices, consents, waivers, and other communications required or permitted to be given pursuant to this Order, shall be in writing and shall be deemed to have been delivered either (i) on the delivery date, if personally delivered, or if delivered by confirmed facsimile or e-mail, (ii) one (1) business day after delivery to any national overnight courier directing delivery on the next business day, receipt requested, or (iii) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, with adequate postage affixed thereto. All notices to Purchaser shall be sent to Cynergy Professional Systems LLC, 26047 Acero, Suite 100, Mission Viejo, CA 92681, or by e-mail to contracts@cynergy.pro and to Seller at its address as set forth in this Order, or at such other address as either party may designate in writing to the other party.
(n) ASSIGNMENT: Seller may not assign this Agreement or any portion of it without the written consent of the other in a manner consistent with 48 C.F.R. 52.212-4(b).
(o) ETHICS HOTLINE: Cynergy is committed to conducting its business in an ethical and legal manner. Cynergy employees are bound to comply with Cynergy's ethical conduct policy, including complying with all laws, disclosing any conflict of interest, and otherwise acting in a manner that places Cynergy's interests above any personal interest. If you would like to make a report regarding possible unethical behavior of a Cynergy employee, please contact Cynergy's third-party Ethics Hotline at 800-776-7978. A report may be made on an anonymous basis. All reports are treated confidentially. We are committed to non-retaliation against any individual who makes a report.
(p) SEVERABILITY: Each provision of this Purchase Order shall be held valid and enforceable to the fullest extent permitted by law. If any provision of this Order shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, this provision shall not affect any other provision or provisions contained in this Order.
(q) PARAGRAPH TITLES: The paragraph titles are solely for convenience of reference and shall not affect the meaning or construction of any provision of this Order.
(r) ENTIRE AGREEMENT: Provided that there is no written agreement, duly executed by both parties, applying to the transaction, this Order, with such documents as are expressly incorporated by reference, is intended by the parties as a final expression of their agreement with respect to such terms as are included in it, and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and

no usage of the trade will be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.

EXHIBIT A
MANDATORY GOVERNMENT CONTRACT FLOWDOWNS

In accordance with Section 18 of the Agreement, the following Federal Acquisition Regulations (FAR), agency FAR Supplement clauses, and clauses required by Executive Order or other legal requirement are incorporated into the Agreement by reference. The FAR and FAR Supplement clauses incorporated into the Agreement are the versions in effect as of the date of the prime contract. Subsection A and D clauses apply to *all Purchase Orders* where Purchaser's customer is a government agency, entity, agent, or other government end user; Subsection B clauses apply when a NASA prime contract number is cited on the Purchase Order; and Subsection C clauses apply when a DoD prime contract number is cited on the Purchase Order.

Subsection A: Federal Acquisition Regulation Clauses

• 52.203-3 Gratuities
• 52.203-5 Covenant Against Contingent Fees
• 52.203-6 Restrictions on Subcontractor Sales to the Government
• 52.203-7 Anti-Kickback Procedures
• 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity
• 52.203-12 Limitation on Payments to Influence Certain Federal Transactions
• 52.203-16 Preventing Personal Conflicts of Interest
• 52.203-17 Contractor Employee Whistleblower Rights
• 52.204-2 Security Requirements
• 52.204-21 Basic Safeguarding of Covered Contractor Information Systems
• 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab or Other Covered Entities (Jul 2018)
• 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment
• 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment [e.g. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)]
• 52.204-26 Covered Telecommunications Equipment or Services- Representation
• 52.209-6 Protecting The Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
• 52.211-5 Material Requirements (8/2000)
• 52.211-7 Alternatives to Government- Unique Standards (11/99)
• 52.211-15 Defense Priority and Allocation Requirements
• 52.214-26 Audits and Records—Sealed Bidding
• 52.214-28 Subcontractor Cost or Pricing Data Modifications—Sealed Bidding
• 52.215-1 Instructions to Offers- Competitive Acquisition (1/2001)
• 52.215-2 Audit and Records- Negotiation

• 52.215-10 Price Reduction for Defective Cost or Pricing Data (10/97)
• 52.215-11 Price Reduction for Defective Cost or Pricing Data- Modification (10/97)
• 52.215-12 Subcontractor Cost or Pricing Data (10/97)
• 52.215-13 Subcontractor Cost or Pricing Data-Modifications (10/97)
• 52.215-14 Integrity of Unit Prices (10/97)
• 52.215-15 Pension Adjustments and Asset Reversions (12/98)
• 52.215-17 Waiver of Facilities Capital Cost of Money (10/97)
• 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB)Other than Pensions (10/97)
• 52.215-19 Notification of Ownership Changes (10/97)
• 52.216-5 Price Redetermination- Prospective
• 52.216-6 Price Redetermination- Retroactive
• 52.216-16 Incentive Price Revision- Firm Target
• 52.216-17 Incentive Price Revision- Successive Targets
• 52.219-8 Utilization of Small Business Concerns (10/2000)
• 52.222-1 Notice to the Government of Labor Disputes
• 52.222-3 Convict Labor
• 52.222-4 Contract Work Hours and safety Standards Act- Overtime Compensation
• 52.222-11 Subcontracts (Labor Standards)
• 52.222-16 Approval of Wage Rates
• 52.222-20 Walsh-Healey Public Contracts Act
• 52.222-21 Prohibition of Segregated facilities (2/99)
• 52.222-22 Previous Contracts and Compliance Reports
• 52.222-25, Affirmative Action Compliance
• 52.222-26 Equal Opportunity
• 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (12/2001)
• 52.222-36 Affirmative Action for Workers with Disabilities (6/1998)
• 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (12/2001)
• 52.222-41 Service Contract Act of 1965, as Amended
• 52.222-90 Addressing DEI Discrimination by Federal Contractors.
• 52.223-3 Hazardous Materials Identification and Material Safety Data
• 52.223-7 Notice of Radioactive Materials
• 52.223-14 Toxic Chemical Release Reporting
• 52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors
• 52.224-2 Privacy Act
• 52.225-1 Buy American Act—Supplies (5/2002)
• 52.225-2, Buy American Act Balance of Payments Program Certificate
• 52.225–5, Trade Agreements
• 52.225-7 Wavier of Buy American Act for Civil Aircraft and Related Articles (2/2000)

- 52.225-13, Restrictions on Certain Foreign Purchases
- 52.225-8 Duty-Free Entry
- 52.225-13 Restrictions on Certain Foreign Purchases (7/2000)
- 52.227-1 Authorization and Consent
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement
- 52.227-3 Patent Indemnity
- 52.227-9 Refund of Royalties
- 52.227-10 Filing of Patent Applications- Classified subject Matter
- 52.227-11 Patent Rights- Retention by the Contractor (Short Form)
- 52.227-13 Patent Rights- Acquisition by the Government
- 52.227-14 Rights in Data- General
- 52.227-16 Additional Data Requirements
- 52.227-17 Rights in Data- Special Works
- 52.227-18 Rights in Data- Existing Works
- 52.227-19 Commercial Computer Software-Restricted Rights
- 52.227-20 Rights in Data-SBIR Program
- 52.227-21 Technical Data Declaration, Revision, and Withholding of Payment- Major System (1/1997)
- 52.227-22 Major System- Minimum Rights
- 52.227-23 Rights to Proposal Data (Technical)
- 52.228-3 Workers' Compensation Insurance (Defense Base Act)
- 52.228-4 Workers' Compensation and War Hazard Insurance Overseas
- 52.228-5 Insurance- Work on a Government Installation
- 52.229-6 Taxes- Foreign Fixed-Price Contracts
- 52.229-7 Taxes- Fixed-Price Contracts with Foreign Governments
- 52.229-8 Taxes- Foreign Cost Reimbursement Contracts (3/1990)
- 52.229-9 Taxes- Cost Reimbursement Contracts with Foreign Government (3/1990)
- 52.229-10 State of New Mexico Gross Receipts and Compensating Tax
- 52.230-2 Cost Accounting Standards
- 52.230-3 Disclosure and Consistency of Cost Accounting Practices
- 52.230-4 Consistency in Cost Accounting Practices
- 52.230-5 Cost Accounting Standards- Educational Institution (4/1998)
- 52.230-6 Administration of Cost Accounting Standards (11/1999)
- 52.232-7 Payments Under Time-and-Materials and Labor-Hour Contracts (12/2002)
- 52.232-16 Progress Payments
- 52.232-17 Interest
- 52.232-20 Limitation of Cost
- 52.232-22 Limitation of Funds
- 52.234-1 Industrial Resources Developed Under Defense Production Act Title III
- 52.237-3 Continuity of Services

- 52.242-15 Stop-Work Order
- 52.242-17 Government Delay of Work
- 52.243-1 Changes- Fixed-Price
- 52.243-2 Changes- Cost-Reimbursement
- 52.243-3 Changes- Time-and-Materials or Labor-Hours
- 52.244-2 Subcontracts (Aug 1998)
- 52.244-5 Competition in Subcontracting
- 52.244-6 Subcontracts for Commercial Items (5/2002)
- 52.245-2 Government Property (Fixed-Price Contracts)
- 52.246-2 Inspection of Supplies- Fixed-Price
- 52.246-3 Inspection of Supplies- Cost Reimbursement
- 52.246-4 Inspection of Services- Fixed-Price
- 52.246-5 Inspection of Services- Cost Reimbursement
- 52.246-6 Inspection- Time-and-Material and Labor-Hour
- 52.246-15 Certificate of Conformance
- 52.246-16 Responsibility for Supplies
- 52.246-23 Limitation of Liability
- 52.246-24 Limitation of Liability- High-Value Items
- 52.246-25 Limitation of Liability- Services
- 52.247-63 Preference for U.S.-Flag Air Carriers
- 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels
- 52.248-1 Value Engineering
- 52.249-1 Termination for Convenience of the Government (Fixed- Price) (Short Form)
- 52.249-2 Termination for Convenience of the Government (Fixed- Price)
- 52.249-4 Termination for Convenience of the Government (Services) (Short Form)
- 52.249-6 Termination (Cost-Reimbursement)
- 52.249-8 Default (Fixed-Price Supply and Service)

Subsection B: NASA Federal Acquisition Regulation Supplement Clauses

- 1852.204-75 Security Classification Requirements
- 1852.204-76 Security Requirements for Unclassified Information
- 1852.208-81 Restrictions on Printing and Duplicating
- 1852.211-70 Packaging, Handling and Transportation
- 1852.219-75 Small Business Subcontracting Reporting
- 1852.223-70 Safety and Health
- 1852.223-71 Frequency Authorization
- 1852.223-72 Safety and Health (Short Form)
- 1852.225-70 Export Licenses
- 1852.227-11 Patent Rights—Retention by the Contractor (Short Form)
- 1852.227-70 New Technology

• 1852.227-72 Designation of New Technology Representative and Patent Representative
• 1852.227-85 Invention Reporting and Rights- Foreign
• 1852.227-87 Transfer of Technical Data Under Space Station International Agreements
• 1852.228-72 Cross-Waiver of Liability for Space Shuttle Services
• 1852.231-70 Pre-contract Cost
• 1852.237-71 Pension Portability
• 1852.242-72 Observance of Legal Holiday
• 1852.242-73 NASA Contractor Financial Management Reporting
• 1852.244-70 Geographic Participation in the Aerospace Program
• 1852.245-73 Financial Reporting of NASA Property in the Custody of Contractors
• 1852.247-71 Protection of the Florida Manatee
• 1852.249-72 Termination
• 1852.252-70 Compliance with NASA FAR Supplement

Subsection C: Defense Federal Acquisition Regulation Supplement Clauses
• 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies (3/1999)
• 252.204-7000 Disclosure of Information
• 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting
• 252.204-7016 Covered Defense Telecommunications Equipment or Services—Representation
• 252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation
• 252.208-7000 Intent to Furnish Precious Metals as Government- Furnished Material
• 252-211-7000 Acquisition Streamlining
• 252.215-7000 Pricing Adjustments
• 252.217-7003 Changes
• 252.222-7000 Restrictions on Employment of Personnel
• 252.222-7007 Representation Regarding Combating Trafficking of Persons
• 252.223-7002 Safety Precautions for Ammunition and Explosives
• 252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials
• 252.223-7999 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors
• 252.225-7001 Buy American Act and Balance of Payments Program
• 252.225-7002 Qualifying Country Sources as Subcontractors
• 252.225-7005 Identification of Expenditures in the United States
• 252.225-7011 Restriction on Acquisition of Supercomputers
• 252.225-7012 Preference for Certain Domestic Commodities
• 252.225-7013 Duty Free Entry
• 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools
• 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings
• 252.225-7025 Restriction on acquisition of forgings (6/1997)

• 252.225-7033 Waiver of United Kingdom Levies
• 252.225-7037 Evaluation of Offers for Air Circuit Breakers
• 252.227-7013 Rights in Technical Data- Noncommercial Items
• 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
• 252.227-7015 Technical Data- Commercial Items
• 252.227-7016 Rights in Bid or Proposal Information
• 252.227-7018 Rights in Noncommercial Technical Data and Computer Software-Small Business Innovation Research (SBIR) Program
• 252.227-7019 Validation of Asserted Restrictions- Computer Software
• 252.227-7020 Rights in Special Works
• 252.227-7021 Rights in Data- Existing Works
• 252.227-7022 Government Rights (Unlimited)
• 252.227-7023 Drawings and Other Data to become Property of Government
• 252.227-7026 Deferred Delivery of Technical Data or Computer Software
• 252.227-7027 Deferred Ordering of Technical Data or Computer Software (4/1988)
• 252.227-7030 Technical Data- Withholding of Payment
• 252.227-7033 Rights in Shop Drawings
• 252.227-7037 Validation of Restrictive Markings on Technical Data
• 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
• 252.231-7000 Supplemental Cost Principles
• 252.232-7003 Electronic Submission of Payments Requests
• 252.234-7001 Earned Value Management System
• 252.235-7003 Frequency Authorization
• 252.236-7000 Modification Proposals- Price Breakdown
• 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services
• 252.239-7018 Supply Chain Risk (DEVIATION 2018-O0020).
• 252.242-7005 Cost/Schedule Status Report
• 252.246-7000 Material Inspection and Receiving Report
• 252.246-7001 Warranty of Data
• 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
• 252.247-7023 Transportation of Supplies by Sea
• 252.247-7024 Notification of Transportation of Supplies by Sea
• 252.249-7002 Notification of Anticipated Contract Termination or Reduction

Subsection D: Executive Orders and Other Required Flowdowns

• Executive Order 14398 dated March 26, 2026; Addressing DEI Discrimination by Federal Contractors

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