

Standard Terms and Conditions for the Purchase of Goods and Services

1. Definitions. “Buyer” means O’Neil Digital Solutions, LLC, and any successors assigns, or affiliates thereof. “Seller” means a person, firm, or company to whom or which an Order is addressed. Buyer and Seller are at times referred to herein individually as a “Party” or collectively as the “Parties.” “Services” means all products, equipment, materials, and/or services to be supplied/performed by Seller under an Order. “Order” means a purchase order issued by Buyer or another similar document agreed in writing by Buyer for Services, which may be a paper or electronic document, and may also include particular shipping instructions and/or other specifications.

2. Agreement. These terms and conditions, together with any Order, constitute an offer (this “Offer”), by Buyer to purchase the Services from Seller. On acceptance by Seller, this Offer will become a binding agreement (this “Agreement”). This Offer, and/or any previous acceptance of any shipment of goods, does not constitute an acceptance or confirmation of any offer, work order, proposal, terms, conditions, shipping order forms, bills of lading, invoices, documentation or any other communication from Seller (individually or collectively, a “Seller’s Offer”), and specifically and affirmatively rejects and is a counteroffer of the same. This Agreement will control over any Seller’s Offer. Buyer hereby expressly objects to and rejects any Seller’s Offer and no Seller’s Offer will be a part of this Agreement. Seller will have accepted this Offer by commencement of performance of Services, by delivery of goods to Buyer, by written acceptance or confirmation of this Agreement, or by any other act or communication constituting legal acceptance, regardless of whether any such acceptance or confirmation purports to state additional or different terms from those stated herein.

3. Performance. Seller will perform the Services at the price(s) set out in the Order, subject to this Agreement. Seller will furnish, at Seller’s expense, all labor, materials, equipment, transportation, facilities and other items that are necessary to perform the Services. Time is of the essence for Seller’s performance. Seller must promptly notify Buyer if Seller has knowledge of an actual or potential delay. If Seller fails to meet timelines specified in the Order, Buyer may, without limiting its other rights and remedies, obtain full or partial cover for such Services from other suppliers and charge any excess costs incurred thereby to Seller, or cancel all or part of the Order. Buyer will purchase the Services, subject to this Agreement, and pay Seller the price set out in the Order. Buyer may modify or cancel all or part of an Orders at any time prior to performance, on written notice to Seller. On such notice, Buyer and Seller will negotiate an equitable adjustment in price and/or time of performance.

4. Pricing, Payment, and Invoicing. Services under this Agreement will be invoiced at the price set out in the Order. Seller will obtain a purchase order number from Buyer for all Orders and will clearly reference the Order number on each applicable invoice. Invoices will sufficiently detail the Services provided during the applicable billing period. Invoices will include all taxes, duties, governmental charges, or similar fees owed by Buyer, set out as a separate line item. Except if otherwise provided in an Order, payment will be due thirty (30) days after Buyer’s receipt of an undisputed invoice. Incorrect or incomplete invoices may result in delayed payment. If Buyer notifies Seller of a disputed invoice, Buyer will not be obligated to pay the disputed part of the invoice until the issue is resolved. If costs or expenses are to be paid (e.g., travel, equipment, supplies, etc.), they must be set out in the applicable Order and/or otherwise approved by Buyer in writing. Such costs will be invoiced at Seller’s actual cost without markup, and invoices including such costs will be accompanied by receipts or vouchers. Except if otherwise be provided in an Order, Seller will bear shipping and insurance costs, including without limitation, packing, crating, cartage, and freight costs.

5. Shipment and Delivery. For any goods to be shipped by Seller as part of the Services, such goods will be shipped CIP to the place designated by Buyer in the Order. Seller will follow shipping instructions and will properly and carefully package the Services for shipment. Any loss or damage before delivery and acceptance will be borne by Seller. Title to and risk of loss for any goods will pass to Buyer only on receipt by Buyer, and any rightful rejection or revocation of any goods by Buyer will immediately shift the risk of loss of such goods, wherever located, to Seller. Any contrary provisions contained in Sections 2-509 and 2-510 of the Uniform Commercial Code will not apply to this Agreement. All goods shipped will be properly identified with an Order number. Seller will be full responsibility for the completeness and accuracy of all transport and customs documentation (“Shipping Documents”) provided to Buyer. Seller will be liable for losses resulting from incomplete or inaccurate data on Shipping Documents or failure to comply with any import or export requirements.

6. Inspection and Acceptance. Buyer will not have accepted any Services until a reasonable time for inspection passes and in no case less than ninety (90) days from receipt. Buyer may inspect any commercial lot of goods consisting of numerous units of the same product by inspecting only a reasonable sampling of such units. Buyer may revoke acceptance of any other units Buyer discovers to be defective at a later time. Upon rejection or revocation of acceptance, Seller will promptly replace or correct, at Buyer’s option, any unsatisfactory Services at Seller’s

expense, including any applicable shipping costs. Buyer's failure to inspect or reject Services, or payment for Services, will not relieve Seller of any obligations hereunder or constitute a waiver of Buyer's rights hereunder.

7. Intellectual Property. Buyer will exclusively own and retain all copyrights (including copyrightable works), trade secrets, know-how, patents, trademarks or service marks (including any trade dress, logo, slogan, etc.), and/or any other proprietary rights in the Services. All right, title, and interest in any deliverables, findings, reports, inventions, writings, disclosures, discoveries, computer code, developments, and improvements written, invented, and/or made by Seller will be the sole and exclusive property of Buyer and will be a work made for hire. Neither Party will use the name, logo, or other intellectual property rights of the other Party in any advertising or promotional materials without the written consent of the other Party.

8. Personnel and Policies. Seller will ensure that its personnel providing Services will possess the qualifications and experience necessary to provide the Services with reasonable care and skill and will receive appropriate training for their roles before commencing them. All Seller personnel will conduct themselves in an ethical, professional, and respectful manner at all times. If any Seller personnel do not, Seller will at Buyer's request remove such person from the project, provided the request is made in good faith. Seller will conduct background checks and screenings for its personnel, before they provide Services and on an ongoing basis as reasonably requested by Buyer. Seller will verify social security numbers, names and addresses, education, previous employment, proof of identity, and authorization to work in the United States. Seller will determine whether personnel: have been convicted of any felonies or crimes involving fraud, theft, dishonesty, or breach of trust; are subject to active arrest warrants, have active or pending cases; are on probation or parole; and/or are included on the U.S. Federal Bureau of Investigation's Most Wanted or Terrorism lists. Seller will prohibit its personnel from using, possessing, storing, transporting, promoting, and/or selling illegal drugs, recreational drugs, and/or alcohol, while providing the Services. Seller will: (i) not discriminate against any employee, applicant, agent, contractor, or client because of race, color, religion, sex, national origin, sexual orientation, gender identity, disability, or status as a veteran; and (ii) provide equal opportunities for small/disadvantaged, veteran, minority and women-owned businesses to participate as suppliers, sellers, consultants, and subcontractors.

9. Subcontractors. Seller may only subcontract Services with Buyer's written consent. Seller will remain entirely responsible for Services and will ensure that subcontractors comply with this Agreement. Use of subcontractors will not create Buyer liability to subcontractors and subcontractors will not obtain any rights as a third-party beneficiary under this Agreement.

10. Confidentiality. Seller may learn information that Buyer considers to be confidential and/or proprietary in nature ("**Confidential Information**"), including trade secrets. Seller will take all reasonable precautions to prevent unauthorized disclosures of such information to third parties and will only use such information for the purpose of performing its obligations and exercising its rights hereunder. Seller may disclose Confidential Information to its employees, affiliated entities, agents, and/or contractors on a need-to-know basis, provided such persons are made aware of the confidential nature of the information and are under a like written obligation of confidentiality with respect to such information. All Confidential Information and all copies thereof (including notes and memoranda incorporating any Confidential Information) will remain Buyer's property and such information will, at Buyer's option, either be returned to Buyer or destroyed with Seller providing Buyer written certification of the same. Seller will ensure that such personnel do not leave any Buyer facility with Confidential Information. Seller personnel will not use recording devices while on Buyer's premises, including audio, photographic, video, and/or other recording technologies. Seller's obligations under this Section will survive for five (5) years following termination or expiration of this Agreement, provided the obligations of confidentiality and nonuse related to any trade secret disclosed to, or observed by, Seller will continue until such trade secret is generally known or available to the public through no fault, action, or inaction on the part of Seller.

11. Warranties. Seller hereby warrants that: (a) it will perform the Services according to this Agreement and in conformity with generally accepted standards of professional service providers performing comparable services under similar conditions; (b) Services will be free from defects in materials and workmanship, and will be merchantable and fit for their particular purpose; (c) Services will not infringe on or violate any patent, copyright, trade secret, or any other proprietary right of any third party; (d) Services will conform to and perform in accordance with Buyer's requirements and specifications and other requirements set out in an Order; (e) Seller has legal title to transfer the Services, free and clear of any security interest, liens, claims, charges, or encumbrances of any nature full power and lawful authority to deliver Services; (f) information provided to Buyer prior to the execution date of this Agreement will be accurate and complete; and (g) Services will be performed in compliance with all applicable laws, regulations, rules, and standards. Seller will give Buyer reasonable written notice of any production change to the Services, including but not limited to any change in manufacturing processes, formulations, raw materials, or production locations.

12. Default. Seller will be in default if it violates any of the terms hereof or fails to timely perform any of its obligations, or if it performs or fails to perform any other act, whether pursuant to this Agreement or otherwise, which gives Buyer

reasonable grounds to feel insecure with respect to Seller's performance. On default by Seller, Buyer may exercise any or all of the following rights and remedies, in addition to such other rights and remedies as may be provided hereunder or under applicable law: (i) reject or revoke acceptance of any or all the Services, whether or not such Services are defective and whether or not the condition of delivery thereof otherwise relates to such event of default; and/or (ii) terminate this Agreement without further obligation with respect to Services not yet delivered. Buyer's decision to pursue any such remedy will not be an election not to pursue any other remedy at the same time or at any other time.

13. Indemnification. Seller will indemnify and defend Buyer, any of its affiliated entities, and any of their respective shareholders, directors, officers, employees, agents, and/or contractors (each an "**Indemnified Party**"), from and against any and all third party claims, demands, actions, suits, causes of action, damages, losses, and/or liabilities (each a "**Claim**") including costs, fines, penalties, expenses, and reasonable attorneys' fees incurred in connection therewith, to which the Indemnified Party becomes subject to as a result of: (i) the material breach of this Agreement by Seller; (ii) a breach of Seller's warranties; (iii) the negligent acts, omissions, or willful misconduct of the Seller, its employees, agents, and/or contractors; (iv) any claim for personal injury (including death) or damage to personal property (including compromised data) arising from the negligent or intentional acts or omissions of Seller, its employees, agents, and/or contractors; or (v) any alleged/actual infringement or misappropriation of any third party's copyrights, trade secrets, patents, trademarks, servicemarks, or other intellectual property right by Seller, its employees, agents, and/or contractors. An Indemnified Party's rights hereunder are subject to the following: (a) the Indemnified Party must give Seller prompt written notice after a Claim is made; and (b) Seller may control the defense of the Claim, provided that any settlement or other resolution may not, without the Indemnified Party's written approval, compromise the position of the Indemnified Party by admissions, statements, or conduct in a way that could prejudice the Indemnified Party or otherwise materially inhibit the Indemnified Party's ability to legally conduct business.

14. Limitation of Liability. IN NO EVENT WILL BUYER BE LIABLE TO ANY PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR SIMILAR TYPES OF DAMAGES OR LOSSES OF ANY KIND, HOWEVER CAUSED AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM A BREACH OF CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, ARISING IN CONNECTION WITH THE PERFORMANCE OF, OR FAILURE TO PERFORM UNDER, THIS AGREEMENT, REGARDLESS OF WHETHER BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH HARM.

15. Insurance. For the duration of this Agreement, and for a period of three (3) years following expiration or termination, each Party hereto will maintain such insurance as is appropriate and customary in their respective industries and at commercially prudent levels given the scope and inherent risks of its business operations. Seller will specifically maintain Commercial General Liability Insurance; Errors & Omissions Insurance; Worker's Compensation and Employer's Liability with limits equal to or greater than statutory limits in the state(s) where Services are being performed, if Seller is an independent contractor per the employment and worker's compensation statutes in the state(s) where the Services are being performed, Seller waives any and all rights to claim worker's compensation and/or any other employment benefits as a statutory employee of Buyer. If Seller uses an automobile in the performance of Services, Seller will maintain Commercial Automobile Liability with limits not less than \$1,000,000 combined single limit. Seller will name Buyer as additional insured on the insurance coverages referenced above and will provide evidence of such insurance. Seller will promptly notify Buyer if any coverage is reduced, is no longer in effect, or otherwise lapses. The insurance coverage and amounts set out in this Section will not limit or qualify the liabilities and obligations of Seller.

16. Audit. Buyer and/or its designated representative(s) may, on reasonable notice to Seller, access and audit Seller's facilities, books, records, goods, and/or services related to this Agreement.

17. Independent Contractor. The relationship of the Parties will be that of independent contractors and not co-venturers, agents, employees, and/or representatives. Nothing in this Agreement, express or implied, confers any rights, remedies, obligations, or liabilities on any person other than the Parties hereto or their respective successors or assigns. All Seller employees will be Seller's employees at all times. Seller will pay any and all business obligations required to be paid by it as a result of its performance hereunder, including but not limited to federal, state, and local taxes; insurance; worker's compensation; and/or other employment benefits. Seller will indemnify and defend Buyer from any claims, charges, taxes, penalties, and/or demands that may be made against Buyer in respect of any of the foregoing.

18. Assignment; Subcontractors. Neither this Agreement nor any rights hereunder may be transferred or assigned by Seller without the written consent of Buyer, which may be withheld by Buyer in its discretion. Any purported assignment in violation of the preceding will be void.

19. Miscellaneous. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. It will not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both Parties. Any failure of either Party to enforce any provision of this Agreement will not constitute

waiver of such provision or any other provisions of this Agreement. If any action is brought to enforce or interpret the rights arising out of or relating to this Agreement, the prevailing Party will be entitled to recover reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled. This Agreement will be construed and governed by the laws of the State of Texas with our regard to its choice of law provisions, and each Party further consents to exclusive jurisdiction by the state and federal courts sitting in Dallas County, Texas. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. EACH PARTY HEREBY WAIVES THE RIGHT TO A JURY TRIAL AS TO ANY DISPUTES ARISING FROM THIS AGREEMENT. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court or regulatory authority of competent jurisdiction, the rest of this Agreement (including, without limitation, any enforceable part of a partially unenforceable provision) will remain valid and enforceable to the fullest extent permitted. If any terms in this Agreement conflict with those in any Order, the terms of the Order will control. This Agreement and any amendment or supplement hereto may be delivered by either (a) the postal service or a similar courier (with proof of delivery) or (b) in a mutually acceptable electronic format (e.g., scanned and e-mailed in PDF format) with evidence of transmission, and on delivery will be binding evidence of a Party's signature.