

UNICOM GOVERNMENT, INC. PURCHASE ORDER TERMS AND CONDITIONS

Terms and Conditions for Product Purchase Orders (POs) follow on pages 1 - 4. Terms for Professional Services POs are located on pages 5 - 8.

PRODUCT PURCHASE ORDERS

1. ORDER ACCEPTANCE ENTIRE AGREEMENT ALTERATION

Except as provided for in Clause 20, CONFLICTING TERMS, these Terms and Conditions, when incorporated by reference into a purchase order, together with the specific terms and conditions and descriptive language contained in that purchase order, shall become a binding contract and shall constitute the entire agreement (hereinafter the "Order") between the parties with respect to the goods, services and/or deliverables purchased pursuant thereto. Seller shall be deemed to have accepted these terms and conditions upon acknowledgement, commencement of performance, or acceptance of payment, in whole or in part. Any modification, alteration, or condition of acceptance indicated by written acknowledgement or any purported change by course of conduct change(s) which conflicts with or adds or deletes terms and conditions of this Order, whether of material affect or not, is hereby rejected and shall not become a part of the Order unless a written purchase order amendment accepting such modification, alteration, or condition is executed.

2. PACKING SHIPPING EXTRAS

(a) Unless otherwise specified herein, no charges for special handling will be honored (including but not limited to boxing, crating, bundling, dunnage, drayage, storage and other such charges) and all shipments are to be prepaid and allowed, FCA (Name of Destination). To the extent that specifications for shipment are not identified in this Order, preservation, packaging, packing and routing shall be in accordance with best commercial practice that will permit securing lowest rates for safe, economical transportation and timely delivery. Sellers invoice shall separately identify shipping charges and have attached thereto the original or a copy of the receipted freight bill indicating that payment for shipment has been made. Invoices and bills of lading shall be sent to UNICOM Government within twenty four (24) hours after the date of shipment.

(b) Seller shall route shipments in accordance with UNICOM Government's instructions and plainly mark UNICOM Government's purchase order number on all invoices, packages, bills of lading and shipping orders.

(c) A packing list shall accompany each shipment showing: (1) UNICOM Government's purchase order number, (2) Shipper's name and address, (3) A general description of the articles contained therein including the quantity thereof, and (4) Location to which the articles are to be shipped.

(d) In the event any individual shipment occurs in more than one container, each container shall be marked "1 of n, 2 of n, 3 of n", where n is the total number of containers in any such individual shipment.

(e) Seller shall either reimburse UNICOM Government or accept a debit against its account for all expenses incurred by UNICOM Government as a result of improper packing, marking, shipment, or routing by Seller. (f) Unless otherwise specified herein, Seller will not insure or declare value on any shipment other than Parcel Post. All premium freight costs incurred by UNICOM Government or Seller beyond that specified by UNICOM Government shall be borne by Seller.

3. CHANGES

UNICOM Government shall have the right at any time, by formal purchase order amendment, to unilaterally make changes within the general scope of this Order in any one or more of the following: (a) drawings, designs, specifications; (b) method of shipment or packaging; (c) place of delivery; (d) quantities of articles ordered; (e) the delivery schedule; and nothing in this clause shall excuse the Seller from proceeding without delay in the diligent pursuit of performance of this Order as changed. Notice is herewith given and Seller agrees that UNICOM Government's employees have no authority to direct any change except by formal purchase order amendment in writing and executed by UNICOM Government's authorized representative. UNICOM Government hereby disclaims any purported changes initiated by any other means.

4. COMPLIANCE WITH AND GOVERNING LAW

(a) Seller covenants that, in performance hereof, it will comply with all applicable laws, rules, regulations or orders of the United States Government, or of any state or political subdivision thereof, including, without negatively implying exclusion of others, the applicable provisions of the fair Labor Standards Act of 1938 (29 U.S.C. 201 209), as amended. Seller certifies that it has complied with the provisions of the Fair Labors Standards Act in performance of this Order and any other federal law concerning labor relations, nondiscrimination in employment, minimum wages, overtime compensation, and hours of employment. Seller shall indemnify and save UNICOM Government, its officers, directors, employees and shareholders harmless from and against any claims, suits, damages, costs, and/or expenses arising out of its failure to fulfill this covenant.

(b) This Order shall be interpreted and construed in accordance with the laws of the Commonwealth of Virginia. Any and all claims, controversies, disputes and causes of action arising out of or relating to this Order, whether sounding in contract, tort or statute, shall be governed by the laws of the Commonwealth of Virginia, including its statutes of limitations, without giving effect to any conflict of laws rules that would result in the application of the laws of a different jurisdiction. The courts located in Fairfax County,

Virginia shall have exclusive jurisdiction and venue of all disputes arising in connection with this Order.

5. TERMS OF PAYMENT

The Seller's right to payment is contingent upon UNICOM Government's approval and acceptance of articles delivered or services rendered all in accordance with the terms and specifications of this Order. Payment of the stipulated Order price shall not be deemed UNICOM Government's final acceptance of this Order. Payment shall be subject to subsequent adjustment for shortages and allowances for articles rejected. Unless otherwise stated on the face of the Order, all NET INVOICES will be paid on or about the forty fifth (45th) day, but not later than the sixtieth (60th) day following UNICOM Government's receipt of a correct invoice. Unless otherwise stated on the face of this Order, DISCOUNT INVOICES may be honored in accordance with discount terms offered. The date for calculation of any cash discount offered by the Seller shall commence as of the date of receipt of a correct invoice.

6. EXCUSABLE DELAYS & DEFAULTS / FORCE MAJEURE

Neither party shall be liable for delay in delivery or default in furnishing goods or services hereunder, nor shall UNICOM Government be liable for failure to accept, if such failures are due to causes beyond the reasonable control and without the fault or negligence of the party otherwise responsible. Such causes may include, but are not restricted to, acts of God, or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather. No cause shall constitute a basis for excusable delay unless notice in writing is provided within ten (10) calendar days after the cause of the delay became or should have become known to the party responsible.

7. INDEMNITY / INSURANCE

Seller shall indemnify and hold UNICOM Government, its officers, directors, employees and shareholders harmless from and against any liability, loss, damage or expense resulting from personal injury, death, or property damage arising from or in connection with Seller's performance of this Order. Unless more specific requirements are attached, Seller will maintain and provide evidence of such Public Liability, Property Damage, Employer's Liability and other applicable comprehensive insurance that is adequate in amount and scope of coverage to protect UNICOM Government hereunder and against any claims under applicable worker's compensation or other laws. Such insurance shall be primary insurance and shall not limit Seller's liability under this Order or otherwise.

8. USE OF INFORMATION

(a) BY UNICOM Government: Seller agrees that all information heretofore or hereafter furnished or disclosed to UNICOM Government by the Seller, in connection with the placing or filling of this Order, is furnished or disclosed as a part of the consideration for this Order, that such information is not, unless otherwise agreed to by UNICOM Government in writing, to be treated by UNICOM Government as the confidential or proprietary information of the Seller, and the Seller shall assert no claims (other than for patent, trademark, or copyright infringement) by reasons of any use or disclosure of such information by UNICOM Government, its assigns or its customers. No employee of UNICOM Government has the authority to make an agreement providing for the confidential treatment of, or limiting the use or disclosure of, information so furnished or disclosed, unless such agreement is made in writing and signed by an authorized officer of UNICOM Government.

(b) BY THE SELLER: Seller hereby agrees that all technical information contained in documents, drawings, publications, specifications, schedules and the like received from UNICOM Government for the performance of this Order is received in confidence and is the proprietary property of UNICOM Government, and that such information will not be transmitted, reproduced, used or disclosed to any person or organization by Seller without the express prior written approval of an authorized agent of UNICOM Government.

9. INVALIDITY REMEDIES WAIVER

(a) If any provision of this Order is found void, invalid or unenforceable, it shall not affect the validity of the balance of this Order that shall remain valid and enforceable according to its terms.

(b) The rights and remedies herein reserved to UNICOM Government shall be cumulative and in addition to any other or further rights and remedies provided in law or equity, including but not limited to rights and remedies set forth in the Uniform Commercial Code. UNICOM Government's failure to enforce any provision of this contract shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this agreement or any part thereof, or UNICOM Government's right thereafter to enforce each and every such provision, which shall remain in full force and effect.

10. PATENTS AND COPYRIGHTS

Seller agrees to indemnify and to save UNICOM Government, its officers, directors, agents, employees, shareholders, and vendees (mediate and immediate) harmless from any and all loss, expense, damage, liability, claims or demands either at law or in equity for actual or alleged infringement of any patent invention, design, trademark, or copyright arising from the purchase, use or sale of materials or articles required by this Order, except where such infringement or alleged infringement arises by reason of designs for such materials or articles originally furnished to Seller by UNICOM Government.

11. PRICE / PRICE ADJUSTMENT

Prices in this Order shall include all sales and use taxes unless otherwise agreed in writing. No additional charges of any kind will be allowed unless authorized by an authorized representative of UNICOM Government in writing. UNICOM Government will not accept shipment at any increase in price above that indicated on this Order. Any price decrease announced by Seller for any product indicated on this Order shall automatically apply to this Order, provided any such decrease is announced before delivery occurs.

12. ASSIGNMENT

Neither this Order nor any duty or right under it shall be delegated or assigned by Seller without the prior written notice to and written consent of UNICOM Government, except that claims for monies due or to become due under this Order may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, by Seller without such consent. UNICOM Government shall be furnished with two signed copies of any such assignment. Payment to an assignee of any such claim shall be subject to set-off or recoupment for any present or future claims which UNICOM Government may have against Seller. UNICOM Government reserves the right to make settlements or adjustments in price, or both, with Seller under the terms of this Order notwithstanding any assignment of claims for monies due or to become due hereunder and without notice to assignee.

13. TAXES

The prices stated herein exclude all direct federal, and/or state and local taxes imposed on Seller by reason of the sale of goods furnished hereunder, and Seller shall set forth all applicable taxes as separate items on invoices to be paid by UNICOM Government unless UNICOM Government furnishes Seller with tax exemption certificates.

14. SETOFF

UNICOM Government shall be entitled at all times to set off any amounts owing, for any reason, at any time, from Seller to UNICOM Government against any amount payable at any time by UNICOM Government in connection with this Order.

15. DELIVERY

The delivery dates in this Order for the goods, material, or work to be supplied under this Order are of the essence. Failure to deliver on the agreed date (and, when so indicated, the agreed time) shall be considered a breach of the contract. Except as otherwise specified herein, Seller shall ship partial orders and shall not ship in advance of requested delivery date. Shipments in excess of those authorized may be returned to Seller at Seller's expense for all handling and transportation costs related to such shipment.

Unless otherwise specified in the Order, the Seller shall submit/deliver all goods, reports and other deliverables in accordance with the clause entitled "F.O.B. Destination, Within Consignee's Premises" (FAR 52.247-35). The deliverable due dates indicated by UNICOM Government and the Work to be Performed under this Order are of the essence. Seller's failure to perform on the agreed dates (and when, so indicated, the agreed time) shall be considered a breach of contract

16. WARRANTY

(a) **QUALITY:** Unless otherwise agreed to in writing by the parties, Seller warrants, in addition to all other warranties expressed or implied in law, that it has good and marketable title to all goods or deliverables furnished to UNICOM Government hereunder and that the same shall be (i) free from defects in material, workmanship, manufacture and design, (ii) free from any claim of any nature by any third party, including claims of infringement, (iii) merchantable, and (iv) provided in accordance with any applicable specifications, drawings, samples, prototypes or other requirements. Such warranties, together with Seller's service warranties and guarantees, if any, shall survive inspection, test, and acceptance of, and payment for the articles and shall run to UNICOM Government, its successors, assigns and customers. Pending resolution of any question on warranty responsibility, Seller shall proceed diligently with the repair or replacement of items returned pursuant to this clause.

(b) **PATENTS:** Seller warrants that the goods furnished hereunder will not infringe any patents, and Seller agrees to defend, protect and save harmless UNICOM Government, its successors, assigns, customers and users of its materials from all damages and expenses (including, without limitation, all legal fees and all expenses) resulting from any and all claims based on any such actual or alleged infringement.

17. CANCELLATION TERMINATION SUSPENSION

(a) Time is of the essence for this Order. As a result, UNICOM Government reserves the right at its option and without liability to the Seller, at any time, by written notice of default, to either cancel, terminate, or suspend this Order in whole or in part in the event of a breach of any material condition of the Seller's performance hereunder that is not cured within ten (10) calendar days after receipt of such notice or such longer period as may be authorized in writing by UNICOM Government. UNICOM Government may procure similar goods or services elsewhere, and Seller assumes the financial liability for any excess cost associated with such procurement, provided, however, that Seller shall not be liable for excess costs where the failure to

perform is excusable as provided for in Clause 6 above (Excusable Delays & Defaults) hereof. In addition, UNICOM Government may at any time cancel or suspend this Order, or any part thereof, by serving written notice upon Seller, specifying the extent and effective date of such cancellation, termination, or suspension. To the extent this Order is not cancelled, terminated or suspended under the provisions of this clause, the Seller shall continue performance. UNICOM Government's acceptance of performance, other than that specifically called for herein, with or without objection or reservation, shall not waive the right to claim damage for such breach nor constitute a waiver of the requirement for timely performance of any obligation remaining to be performed by Seller. Failure of UNICOM Government to enforce any right under this clause shall not be deemed a waiver of any subsequent right hereunder. UNICOM Government's rights and remedies reserved under this clause shall not be exclusive, and are in addition to any other rights or remedies provided for by law or under this Order.

(b) Without affecting or otherwise limiting UNICOM Government's right to cancel, terminate, suspend or reject as set forth in Clause 17 (a) above, UNICOM Government may at any time terminate all or any part of this Order with no fees or penalties.

(c) In no event will UNICOM Government be liable for any damages caused by Seller's failure to perform Seller's responsibilities, or for any lost profits or other incidental or consequential damages, even if UNICOM Government has been advised of the possibility of such damage.

18. LITIGATION BETWEEN THE PARTIES

In the event of any litigation between the parties hereto to enforce any provision hereof or any right of any party hereunder, the prevailing party in such litigation shall be entitled to recover from the party the reasonable attorneys' fees and costs of suit reasonably incurred by that party. The validity and interpretation of the contract between the Seller and UNICOM Government, which shall include the terms and conditions of this Order, shall be determined in accordance with the laws of the Commonwealth of Virginia.

19. CONFLICTING TERMS

In the event of any conflict between the terms of this Order and any other contract in effect between UNICOM Government and Seller, the terms of any such contract shall govern unless specifically amended in writing in the body of this Order, provided that any such existing contract is for a term of not less than twelve (12) months, and is not bid or proposal specific.

20. EMPLOYMENT AND PROCUREMENT PROGRAMS

The Seller shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that Seller take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

21. PRODUCT RETURNS

(a) UNICOM Government may return unused, unopened goods or deliverables to Seller without penalty. Returns will be shipped at UNICOM Government's expense and need not be accompanied by an Order. Seller will credit UNICOM Government's account in the amount of 100% of the price paid by UNICOM Government for such returned goods or deliverables or, in the event of prior termination of this Order, promptly issue a check to UNICOM Government. There will be no restocking fee charged to UNICOM Government. Any delay by Seller in approving return requests from UNICOM Government will extend the permitted time for UNICOM Government to return the particular units by the length of the delay.

(b) UNICOM Government may return to Seller at Seller's expense and Seller will accept any defective or damaged goods or deliverables not previously sold or marketed by UNICOM Government within one-hundred eighty (180) days of receipt by UNICOM Government. Additionally, UNICOM Government may return to Seller at Seller's expense and Seller will accept any defective or damaged goods or deliverables returned by UNICOM Government's customers within the terms of Seller's warranty; UNICOM Government will have sixty (60) days from the date of receipt from such customer(s) to return each such goods or deliverables to Seller. Any such return need not be accompanied by an Order. Defective or damaged goods or deliverables need not be returned in unopened, unused form. Any such returns will result in Seller crediting UNICOM Government's account in the amount of the price paid by UNICOM Government for such returned goods or deliverables or, in the event of prior termination of this Order, promptly issuing a check to UNICOM Government.

22. CODE OF BUSINESS ETHICS AND CONDUCT COMPLIANCE

UNICOM Government expects all of its subcontractors and vendors to comply with the same Code of Business Ethics and Conduct and meet the same high standards to which we adhere for corporate ethics, procurement integrity, and business accountability. Vendors shall conduct themselves at all times with integrity and in full compliance with all applicable laws, regulations, and policies. Adherence to the Code is a material term of our agreement. Please review UNICOM Government's Code of Business Ethics and Conduct at <https://unicomgov.com/ethics-program/>. In addition, as prescribed in CFR 3.1004(a), the following clause applies: FAR 52.203-13, CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (JUN 2020).

PROFESSIONAL SERVICES (PS) PURCHASE ORDERS

1. ORDER ACCEPTANCE / ENTIRE AGREEMENT ALTERATION

Except as provided for in clause 19, CONFLICT IN TERMS, these Terms and Conditions, when incorporated by reference into a purchase order, together with the specific terms and conditions and descriptive language contained in that purchase order, shall become a binding contract and shall constitute the entire agreement (hereinafter the "Order") between UNICOM Government, Inc. and the Seller with respect to the goods, services and/or deliverables purchased pursuant thereto. Seller shall be deemed to have accepted these terms and conditions upon acknowledgement, commencement of performance, or acceptance of payment, in whole or in part. Any modification, alteration, or condition of acceptance indicated by written acknowledgement or any purported change by course of conduct change(s) which conflicts with or adds or deletes terms and conditions of this Order, whether of material affect or not, is hereby rejected and shall not become a part of the Order unless a written amendment accepting such modification, alteration, or condition is executed.

2. CHANGES

UNICOM Government shall have the right at any time, by formal purchase order amendment, to unilaterally make changes within the general scope of this Order in any or more of the following: (a) drawings, designs, specifications; (b) method of shipment or packaging; (c) place of delivery; (d) quantities of articles ordered; (e) the delivery schedule; and nothing in this clause shall excuse the Seller from proceeding without delay in the diligent pursuit of performance of this Order as changed. Notice is herewith given and Seller agrees that UNICOM Government's employees have no authority to direct any change, except by formal amendment in writing and executed by UNICOM Government's authorized representative. UNICOM Government hereby disclaims any purported changes initiated by any other means.

3. COMPLIANCE WITH AND GOVERNING LAW

(a) Seller covenants that, in performance hereof, it will comply with all applicable laws, rules, regulations or orders of the United States Government, or of any state or political subdivision, thereof, including, without negatively implying exclusion of others, the applicable provisions of the fair Labor Standards Act of 1938 (29 U.S.C. 201 209), as amended. Seller certifies that it has complied with the provisions of the Fair Labors Standards Act in performance of this Order and any other federal law concerning labor relations, nondiscrimination in employment, minimum wages, overtime compensation, and hours of employment. Seller shall indemnify and save UNICOM Government, its officers, directors, employees and shareholders harmless from and against any claims, suits, damages, costs, and/or expenses arising out of its failure to fulfill this covenant. (b) This Order shall be interpreted and construed in accordance with the laws of the Commonwealth of Virginia. Any and all claims, controversies, disputes and causes of action arising out of or relating to this Order, whether sounding in contract, tort or statute, shall be governed by the laws of the Commonwealth of Virginia, including its statutes of limitations, without giving effect to any conflict of laws rules that would result in the application of the laws of a different jurisdiction. The courts located in Fairfax County, Virginia shall have exclusive jurisdiction and venue of all disputes arising in connection with this Order.

4. TERMS OF PAYMENT

The Seller's right to payment is contingent upon UNICOM Government's approval and acceptance of goods delivered or services rendered all in accordance with the terms and specifications of this Order. Payment of the stipulated Order price shall not be deemed UNICOM Government's final acceptance of the Order. Payment shall be subject to subsequent adjustment for allowances for deliverables rejected. Unless otherwise stated on the face of the Order, all NET INVOICES will be paid on or about the forty-fifth (45th) day, but not later than the sixtieth (60th) day following UNICOM Government's receipt of a proper invoice.

5. EXCUSABLE DELAYS & DEFAULTS / FORCE MAJEURE

Neither party shall be liable for delay in delivery or default in furnishing goods or services hereunder, nor shall UNICOM Government be liable for failure to accept, if such failures are due to causes beyond the reasonable control and without the fault or negligence of the party otherwise responsible. Such causes may include, but are not restricted to, acts of God, or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and unusually severe weather. No cause shall constitute a basis for excusable delay unless notice in writing is provided within ten (10) calendar days after the cause of the delay became or should have become known to the party responsible.

6. INDEMNITY / INSURANCE

(a) Seller shall indemnify and hold UNICOM Government, its officers, directors, employees and shareholders harmless from and against any liability, loss, damage or expense resulting from personal injury, death or property damage arising from or in connection with Seller's performance of this Order. Unless more specific requirements are attached, Seller will maintain and provide evidence of such Public Liability, Property Damage, Employer's Liability, and other applicable comprehensive insurance that is adequate in amount and scope of coverage to protect UNICOM Government hereunder and against any claims under

applicable worker's compensation or other laws. Such insurance shall be primary insurance and shall not limit Seller's liability under this Order or otherwise.

(b) "Premises" as used in this clause means premises of UNICOM Government, its customers, or other third parties where services hereunder are being performed by the Seller. Seller shall ensure that Seller personnel working on Premises comply with any on-premises policies and: (i) do not bring weapons of any kind onto Premises; (ii) do not manufacture, sell, distribute, possess, use or be under the influence of controlled substances or alcoholic beverages while on Premises; (iii) do not possess hazardous materials of any kind on Premises without express written authorization; (iv) remain in authorized areas only; (v) do not conduct any non-UNICOM Government related business activities on Premises, (vi) do not sell, advertise or market any products or memberships, distribute printed, written or graphic materials on Premises without UNICOM Government's written permission or as permitted by law; and (vii) follow instruction from UNICOM Government and authorized on Premises personnel in the event of an actual or imminent safety or environmental hazard on Premises. Seller shall promptly notify UNICOM Government and provide a report of any accidents or security incidents involving loss of or misuse or damage to UNICOM Government, customer, or third party intellectual or physical assets, and all physical altercations, assaults, or harassment.

7. CONFIDENTIAL INFORMATION

(a) BY UNICOM Government: Seller agrees that all information heretofore or hereafter furnished or disclosed to UNICOM Government by the Seller, in connection with the placing or filling of this Order, is furnished or disclosed as a part of the consideration for this Task order, that such information is not, unless otherwise agreed to by UNICOM Government in writing, to be treated by UNICOM Government as the confidential or proprietary information of the Seller, and the Seller shall assert no claims (other than for patent, trademark, or copyright infringement) by reasons of any use or disclosure of such information by UNICOM Government, its assigns or its customers. No employee of UNICOM Government has the authority to make an agreement providing for the confidential treatment of, or limiting the use or disclosure of, information so furnished or disclosed, unless such agreement is made in writing and signed by an authorized officer of UNICOM Government.

(b) BY THE SELLER: Seller hereby agrees that all technical information contained in documents, drawings, publications, specifications, schedules and the like received from UNICOM Government for the performance of this Order is received in confidence and is proprietary property of UNICOM Government, and that such information will not be transmitted, reproduced, used or disclosed to any person or organization by Seller without the express prior written approval of an authorized agent of UNICOM Government.

8. INVALIDITY REMEDIES WAIVER

(a) If any provision of this Order is found void, invalid or unenforceable, it will not affect the validity of the balance of this Order, which will remain valid and enforceable according to its terms.

(b) The rights and remedies herein reserved to UNICOM Government shall be cumulative and in addition to any other or further rights and remedies provided in law or equity, including but not limited to rights and remedies set forth in the Uniform Commercial Code. UNICOM Government's failure to enforce any provision of this contract shall not be construed to be a waiver of such provision, not in any way to affect the validity of this agreement or any part thereof, or UNICOM Government's right thereafter to enforce each and every such provision, which shall remain in full force and effect.

9. PATENTS AND COPYRIGHTS

Seller agrees to indemnify and to save UNICOM Government, its officers, directors, agents, employees, shareholders, and subcontractors (mediate and immediate) harmless from any and all loss, expense, damage, liability, claims or demands either at law or in equity for actual or alleged infringement of any patent invention, design, trademark or copyright arising from the purchase, use or sale of the goods or deliverables required by this Order, except where such infringement or alleged infringement arises by reason of designs for such materials or articles originally furnished to Subcontractor by UNICOM Government.

10. PRICE / PRICE ADJUSTMENT

If price is not stated in this Order, Seller shall invoice at the lowest prevailing market price. Prices shall include all sales and use taxes unless otherwise agreed in writing. No additional charges of any kind will be allowed unless authorized in writing by an authorized representative of UNICOM Government. UNICOM Government will not accept delivery at any increase in price above that indicated on this Order. Any price decrease announced by Seller for any services indicated on this Order shall automatically apply to this Order, provided any such decrease is announced before acceptance occurs.

11. ASSIGNMENT

Neither party may assign this Order or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party or entity, and this Order may not be involuntarily assigned or assigned by operation of law, without the prior written consent of the non-assigning party, such consent not to be unreasonably withheld. Either party may assign this Order as part of: (i) any transfer of 50% or more of its capital stock; or (ii) any transfer of all or substantially all of the assets of such party in a single transaction. Payment to an assignee of any such claim shall be subject to set-off or recoupment

for any present or future claims which UNICOM Government may have against Seller. UNICOM Government reserves the right to make settlements or adjustments in price, or both, with Seller under the terms of this Order notwithstanding any assignment of claims for monies due or to become due hereunder and without notice to assignee.

12. TAXES

As an independent contractor, Seller is responsible for any local, state, federal or other taxes that maybe levied on Seller's earnings under this Order, including social security and payroll taxes unless UNICOM Government furnishes Seller with tax exemption certificates.

13. SETOFF

UNICOM Government shall be entitled at all times to set off any amounts owing, for any reason, at any time, from Seller to UNICOM Government against any amount payable at any time by UNICOM Government in connection with this Order.

14. DELIVERY SCHEDULES

The delivery dates in this Order for the articles, material, or work to be supplied under this Order are of the essence. Failure to deliver on the agreed date (and, when so indicated, the agreed time) shall be considered a breach of contract. Except as otherwise specified herein, Seller shall ship partial orders and shall not ship in advance of requested delivery date. Shipments in excess of those authorized may be returned to Seller at Seller's expense for all handling and transportation costs related to such shipment.

Unless otherwise specified in the Order, the Seller shall submit/deliver all reports and other deliverables in accordance with the clause entitled "F.O.B. Destination, Within Consignee's Premises" (FAR 52.247-35). The deliverable due dates indicated by UNICOM Government and the Work to be Performed under this Order are of essence. Failure to perform on the agreed date (and when, so indicated, the agreed time) shall be considered a breach of the contract

15. WARRANTY

(a) **QUALITY:** Unless otherwise agreed to in writing by the parties, Seller warrants, in addition to all other warranties expressed or implied in law, that it has good and marketable title to all goods/services or deliverables furnished to UNICOM Government hereunder and that the same shall be (i) free from defects in material, workmanship, manufacture and design, (ii) free from any claim of any nature by any third party, including claims of infringement, (iii) merchantable, and (iv) provided in accordance with any applicable specifications, drawings, samples, prototypes or other requirements. Such warranties, together with Seller's service warranties and guarantees, if any, shall survive inspection, test, and acceptance of, any payment for the deliverables and shall run to UNICOM Government, its successors, assigns and customers. . Pending resolution of any question on warranty responsibility, Seller shall proceed diligently with the correction of the deliverables pursuant to this clause.

(b) **PATENTS:** Seller warrants that all goods/services furnished hereunder will not infringe any patents, and Seller agrees to defend, protect and save harmless UNICOM Government, its successors, assigns, customers and users of its materials from all damages and expenses (including without limitation, all legal fees and all expenses) resulting from any and all claims based on any such actual or alleged infringement.

16. CANCELLATION, TERMINATION AND SUSPENSION

(a) Time is of the essence for this Order. As a result, UNICOM Government reserves the right at its option and without liability to the Seller, at any time, by written notice of default, to either cancel, terminate, or suspend this Order in whole or in part in the event of a breach of any material condition of the Seller's performance hereunder that is not cured within ten (10) calendar days after receipt of such notice or such longer period as may be authorized in writing by UNICOM Government. UNICOM Government may procure similar articles or services elsewhere, and Seller assumes the financial liability for any excess cost associated with such procurement, provided, however, that Seller shall not be liable for excess costs where the failure to perform is excusable as provided for in clause 5 above (Excusable Delays & Defaults / Force Majeure). In addition, UNICOM Government may at any time cancel or suspend this Order, or any part thereof, by serving written notice upon Seller, specifying the extent and effective date of such cancellation, termination, or suspension. To the extent this Order is not cancelled, terminated or suspended under the provisions of this clause, the Seller shall continue performance. UNICOM Government's acceptance of performance, other than that specifically called for herein, with or without objection or reservation, shall not waive the right to claim damage for such breach not constitute a waiver of the requirement for timely performance of any obligation remaining to be performed by Seller. Failure of UNICOM Government to enforce any right under this clause shall not be deemed a waiver of any subsequent right hereunder. UNICOM Government's rights and remedies reserved under this clause shall not be exclusive, and are in addition to any other rights or remedies provided for by law or under this Order.

(b) Without affecting or otherwise limiting UNICOM Government's right to cancel, terminate, suspend or reject as set forth in (a) above, UNICOM Government may at any time terminate all or any part of this Order with no fees or penalties.

(c) In no event will UNICOM Government be liable for any damages caused by Seller's failure to perform Seller's responsibilities, or for any lost profits or other incidental or consequential damages, even if UNICOM Government has been advised of the possibility of such damage.

17. LITIGATION BETWEEN THE PARTIES

In the event of any litigation between the parties hereto to enforce any provision hereof or any right of any party hereunder, the prevailing party in such litigation shall be entitled to recover from the party the reasonable attorney's fees and costs of suit reasonably incurred by that party. The validity and interpretation of the contract between the Seller and UNICOM Government, which shall include the terms and conditions of the Order, shall be determined in accordance with the laws of the Commonwealth of Virginia.

18. NON-COMPETE

The Seller will not, directly or indirectly, whether on its behalf or on behalf of anyone else, solicit or accept Requests for Proposals or task orders, contracts, subcontracts, teaming agreements or purchase orders from any other prime or subcontractor to the UNICOM Government customer under which this Order is issued, without express permission from UNICOM Government. UNICOM Government will permit the Seller to compete for or perform such work only to the extent UNICOM Government views such actions as unacceptable competition with UNICOM Government's contract with its customer. UNICOM Government will have the right to make such a determination in its sole discretion and without disclosure or documentation of its rationale. This restriction applies during the full term of this Order.

19. CONFLICTING TERMS

In the event of any conflict between the terms of this Order and any other contract in effect between UNICOM Government and Seller, the terms of any such contract shall govern unless specifically amended in writing in the body of this Order, provided that any such existing contract is for a term of not less than twelve (12) months, and is not bid or proposal specific.

20. CODE OF BUSINESS ETHICS AND CONDUCT COMPLIANCE

UNICOM Government expects all of our vendors to comply with the same Code of Business Ethics and Conduct and meet the same high standards to which we adhere for corporate ethics, procurement integrity, and business accountability. Vendors shall conduct themselves at all times with integrity and in full compliance with all applicable laws, regulations, and policies.

Adherence to the Code is a material term of our agreement. Please review UNICOM Government's Code of Business Ethics and Conduct at <https://unicomgov.com/ethics-program/>

In addition, as prescribed in CFR 3.1004(a), the following clause applies: FAR 52.203-13, CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (JUN 2020).