

# STE iDirect, Inc.

## Standard Terms and Conditions of Purchase

THESE TERMS AND CONDITIONS DO NOT APPLY TO ORDERS PLACED PURSUANT TO PREVIOUSLY EXECUTED WRITTEN AGREEMENTS. FOR PURPOSES OF THESE TERMS AND CONDITIONS, "IDIRECT" SHALL MEAN STE IDIRECT INC. AND ITS AFFILIATES AND "SELLER" SHALL MEAN THE PARTY FURNISHING GOODS OR SERVICES TO IDIRECT UNDER THE PURCHASE ORDER TO WHICH THESE TERMS APPLY. "AFFILIATES" means (a) any corporation directly or indirectly controlling, controlled by or under common control with (to the extent of fifty percent (50%) or more of its issued capital stock entitled to vote for the election of directors) a Party to this Agreement; or (b) any partnership, joint venture or other entity directly or indirectly controlling, controlled by, or under common control with (to the extent of fifty percent (50%) or more of voting power or otherwise having the power to control its general activities), a Party to this Agreement, but only for so long as such control shall continue to exist.

### 1) Acceptance of Purchase Order

- a) This purchase order (the "Order") must be accepted in writing by Seller however, if goods or services are ordered in total or in part, the Order and its terms and conditions shall be deemed accepted in their entirety, without modification, notwithstanding the lack of Seller's written approval hereof. In the event the terms of this Order conflict with the terms of any attachment hereto or any document or agreement incorporated by reference (including, without limitation, by imposing a greater obligation or liability upon Seller than that imposed herein), the terms of such attachment, document or agreement shall control, solely if agreed to by both Parties in writing. Seller shall within forty-eight (48) hours, notify iDirect in writing for resolution of any real or apparent conflicts, discrepancies, errors or omissions among the documents comprising the Order. Any work affected by such conflict, discrepancy, error or omission performed by Seller prior to resolution of the same by iDirect shall be at Seller's risk.

- b) iDirect hereby objects to and rejects any terms proposed in Seller's acceptance of the offer that add to, vary from, or conflict with the terms herein. Any such proposed terms shall be void and the terms herein, including the terms in any attachment specifically referenced on the face of the Order, shall constitute the complete and exclusive statement of the terms and conditions of the contract between the parties, which may hereafter be modified only by written instrument executed by the authorized representatives of both parties. If the Order has been issued by iDirect in response to an offer by the Seller and if any of the terms herein are additional to or different from any terms of such offer, then iDirect's issuance of the Order shall constitute an acceptance of such offer subject to the express condition that the Seller assent to such additional and different terms herein and acknowledge that the Order constitutes the entire agreement between iDirect and the Seller with respect to the subject matter hereof and the subject matter of such offer, and Seller shall be deemed to have assented and acknowledged unless Seller notifies iDirect to the contrary in writing within five (5) business days of receipt of the Order.

### 2) Delivery

The terms of delivery are as stated on the Order. The obligations of Seller to meet the delivery dates, specifications, and quantities set forth therein are of the essence of this order. Time for Seller's performance is of the essence under this Order. Deliveries are to be made both in quantities and at times specified herein and, if not, such quantities and times as are specified pursuant to iDirect written instructions. Shipments in greater or lesser quantity than ordered may be returned at Seller's expense unless prior written authorization is issued by iDirect. If Seller's deliveries fail to meet schedule, iDirect, without limiting its other rights and remedies, may either direct expedited routing or charge excess costs incurred thereby to Seller or cancel all or part of this order in accordance with the Cancellation or Termination provision hereof. Goods that are delivered in advance of schedule are delivered at the risk of Seller and may, at iDirect's option, be returned at Seller's expense for proper delivery and/or have payment therefore withheld by iDirect until the date that the goods are actually scheduled for delivery. All deliveries shall be made FCA Seller's facility.

### 3) Payment

- a) Unless different payment terms are stated in the Order, iDirect will pay proper undisputed invoices on a net 45 day's basis. Seller's invoices shall include at minimum the invoice date, the purchase order number, as well as a complete breakout of the prices by line item for the goods and/or services encompassed by the invoice.
- b) Seller shall execute a Form W-9 or W-8 in the form specified by iDirect as a condition to being paid and acknowledges that payment hereunder by iDirect may be subject to tax withholding as required by applicable law.
- c) Payment will be made in U.S. Dollars unless otherwise expressly stated in the Order. Before final settlement of Seller's obligations and payment by iDirect, Seller shall satisfy iDirect of the payment and release of all debts, taxes, liens, claims, charges and obligations of Seller arising by operation of law, or otherwise, out of Seller's performance of this Order. iDirect may withhold funds due Seller hereunder or otherwise, without interest, sufficient to assure itself of the discharge of all such obligations, or to satisfy any provisions of law relating to any claims it may have against Seller arising from this Order or its performance.
- d) All costs of insurance, packaging, storage and transportation resulting from deviation from shipping instructions and any other costs incurred by iDirect because of Seller's non-compliance with the terms and conditions of this Order, including, without limitation, shipping deadlines, shall be paid by Seller.
- e) Any and all payments due to Seller hereunder may, at the discretion of iDirect, be offset or charged against any outstanding obligations of Seller to iDirect under this or any other purchase order, contract or agreement. Seller agrees that Seller will not take any adverse action against iDirect for any invoice not paid resulting from Seller's failure to obtain written authorization from iDirect for fees in excess of the Order, and such authorization shall be solely determined by iDirect. Seller shall continue performing its obligations under the Order notwithstanding any such dispute. Payment of an invoice is not evidence or admission that the goods or services meet the requirements of the Order.
- f) Should iDirect perform or cause to be performed any services which are the responsibility of Seller under the Order, iDirect may back charge Seller for costs incurred by iDirect in performing such services. Upon identification by iDirect of an actual back charge, iDirect shall issue a backcharge notice to Seller, describing the backcharge work to be performed, the scheduled period for performance, the cost or estimated cost to be charged to Seller and other terms.

### 4) Title

Title shall pass to iDirect upon Seller's fulfillment of its delivery obligations. Seller shall furnish partial and/or final lien waivers, affidavits, or other documents

required to keep the goods free from liens or claims for liens. If Seller fails to remove liens or claims within seven (7) calendar days after receipt of written notice from iDirect, iDirect may proceed to remove such lien or claim, and Seller shall pay iDirect any and all costs and expenses incurred by iDirect in so doing, including reasonable attorneys' fees and court costs so incurred. Title and risk of loss or damage to any items or products of work shall be solely on Seller and shall pass to iDirect only upon delivery as defined in the Order. In the absence of specific instructions regarding passing of title to the goods in the Order, title will pass upon delivery to iDirect or its designated carrier. Acceptance (except in the case of Work Product as defined in paragraph 19 below) of title, but not risk of loss, shall pass immediately upon the creation of the Work Product.

### 5) Packing and Shipping Instructions

- a) Unless otherwise specified on the Order or restricted by the Incoterm noted on the Order, shipments will be made freight prepaid at the lowest freight charges available, using the carrier selected by iDirect. iDirect may assist Seller by providing freight classifications or classifying material. Seller will not insure or declare value on shipments, except on parcel post, unless iDirect specifies otherwise. All truck shipments must be classified by Seller using the current "National Motor Freight Classification Tariff." At a minimum, each box, crate or carton will show the full iDirect street address and purchase order number regardless of the method of shipment.
- b) Seller will provide an Advance Shipping Notice (ASN) to iDirect. The ASN will list all applicable item numbers and describe the contents of each package or container including weight and dimensions. Notice of approval sent by iDirect via e-mail shall be considered as written approval.
- c) Seller will provide two copies of a packing list and reference the number assigned by iDirect to this Order (the "Order Number"). The Order Number shall appear on all tags, invoices, containers, bills of lading, express receipts, or other documents relating to this Order.

### 6) Price

Except as may otherwise be provided in the Order:

- a) All prices specified herein shall be firm and Seller warrants that such prices are not less favorable than those charged to other customers of Seller for similar work or the same or like items in equal or similar quantities.
- b) Seller shall assume and pay all taxes (excluding federal, state and local sales, use and excise taxes, which Seller shall collect and pay where applicable), fees, assessments and other charges required by law due to the sale of items or performance of work, all of which shall be separately itemized, with all nontaxable items, such as labor charges and charges for maintenance or support services, separately itemized and identified as nontaxable charges.
- c) Seller shall show terms of payment on its invoice (any discount period offered by Seller shall begin from the date that invoice is received by iDirect).
- d) Seller shall show federal excise, state and/or local taxes, if any, separately on its invoice.

### 7) Change Orders

From time to time, iDirect may change any of the drawings, specifications, or instructions for work covered by the Order, or the methods of shipment or packing, or the schedule or place for delivery of goods covered by the Order, and Seller agrees to comply with such changes. iDirect shall give Seller notice of such changes in writing signed by a duly authorized representative of iDirect or properly released through Agile, iDirect's configuration management system. If a change results in a decrease or increase in the Seller's cost or in the time for performance, an appropriate adjustment to the price or the time for performance will be made by the parties in writing. Unless Seller provides iDirect with an itemized statement of adjustment to the cost and/or time for performance within five (5) days after Seller's receipt of iDirect change notice, Seller shall be conclusively deemed to have waived all claims against iDirect with respect thereto.

### 8) Records

Seller agrees to furnish itemized information related to the execution of the Order as may be requested by iDirect in a timely manner. iDirect or an independent certified public accountant designated by iDirect, shall have the right, during Seller's normal working hours, to audit Seller's accounts and records of such records. The expense of such audit will be at Seller's expense.

### 9) Cancellation or Termination

- a) iDirect reserves the right to cancel or suspend all or, from time to time, any undelivered or unexecuted portion of this order (a) for cause, if Seller fails to make any delivery or to perform any work as scheduled or breaches any of the other terms of the Order and (b) without cause, upon immediate written notice to Seller. Upon cancellation or suspension without cause, iDirect shall reimburse Seller for expenses (which shall not include anticipatory profits, unabsorbed overhead or damages for termination except as expressly set forth in this paragraph) related to the affected portion(s) of the order, provided that such amount shall not exceed the lesser of (i) a pro rata portion of the contract price or (ii) the sales price of finished goods to be delivered within 15 days after such cancellation or suspension, plus the cost of raw materials that Seller demonstrates cannot be returned to suppliers or diverted to other uses, plus restocking fees not exceeding 10% of the cost of the materials, when applicable.

The Seller agrees to operate in good faith and in a timely manner to minimize iDirect's financial exposure to materials affected by the cancellation or suspension. The Seller agrees to forward iDirect a written summary of the expected charges within 5 days after receipt of notice. The foregoing states iDirect entire liability and Seller's exclusive remedy for any cancellation or suspension of all or any part of this order. Any claim by Seller under this paragraph must be asserted in writing within 30 days after iDirect notice of cancellation or suspension and the amount of such claim must be stated in detail within 30 days thereafter.

- b) Upon commencement of a case by or against Seller under applicable bankruptcy law, or any general assignment by Seller for the benefit of its creditors, or the appointment of a receiver to take charge of Seller's assets, or confession of insolvency, and provided the same renders Seller unable to perform its obligations, or should Seller assign the Order or any part thereof without the written consent of iDirect, iDirect, by giving written notice to Seller, effective immediately and without compensation to the Seller for such termination, may treat Seller as in default under this Order and may exercise any remedies of this Order.
- c) In the event of termination, suspension or cancellation of this Order, Seller and iDirect agree that those obligations which by their nature should survive, shall survive such termination, cancellation or suspension, including without limitation Sections 10, 11, 12, 13, 14, 18, 22 through 26 and Section 29.

#### 10) Warranties

- a) Seller warrants that all goods and services provided under the Order: (a) shall be of good quality and workmanship and free from patent and latent defects; (b) shall conform to all specifications, drawings, and descriptions furnished, specified, or adopted by iDirect; (c) shall be merchantable and suitable and sufficient for their intended purpose; (d) do not infringe the patent, copyright, or other intellectual property rights of any third party (except to the extent that such infringement arises solely as the result of a design furnished by iDirect, provided that there was no non-infringing way for Seller to implement such design); and (e) shall be free of any claim of any third party. None of the remedies available to iDirect for a breach of any of the foregoing warranties may be limited except to the extent and in the manner agreed to by iDirect in a separate agreement specifically designating such limitation and signed by an authorized representative of iDirect. iDirect inspection and/or acceptance of and/or payment for any goods or services shall not constitute a waiver by it of any warranties. iDirect approval of any sample or acceptance of any goods shall not relieve Seller from responsibility to deliver goods and perform services conforming to specifications, drawings, and descriptions.
- b) Seller's warranty shall be effective for a period of twenty-four (24) months from the date of transfer of title of goods to iDirect, or for the Seller's standard warranty period, whichever is longer. All articles and material returned to Seller for breach of warranty hereunder shall be at Seller's expense, including expenses and penalties incurred by iDirect in recalling such articles and materials which have been delivered to iDirect's customers and expense of redelivery. Seller agrees that shipment of materials against this Order constitutes certification that all articles or goods included in this shipment conform in all respect to the applicable requirements, specifications, and drawings. Any articles or materials not accepted by iDirect may be returned to Seller at Seller's expense for full credit of the purchase price.

#### 11) Counterfeit Parts Prevention.

- a) If Seller sells or otherwise furnishes iDirect with any Counterfeit Item, iDirect shall have the right to impound such items, and Seller shall promptly replace such items with items acceptable to iDirect. In such case, Seller shall be liable to iDirect for all costs relating to impoundment, removal, replacement and proof of physical destruction. iDirect may withhold payment for any Counterfeit Items and may turn such items over to governmental authorities for investigation.
- b) Seller acknowledges that any willful act to falsify, conceal or alter a material fact, or any false, fraudulent or fictitious statement or representation in connection with goods or services provided to iDirect may be punishable in accordance with applicable law and, in some circumstances, could result in criminal penalties.
- c) Definitions. For purposes of this Section 11, the following terms shall have the meanings given to them below:
  - i) "Counterfeit Item" shall mean a good, component, part, module, or assembly whose origin, material, source of manufacture, performance, or characteristics are misrepresented. This term includes but is not limited to, (aa) items which have been (re)marked to disguise them or falsely represent the identity of the manufacturer, (bb) defective parts and/or surplus material scrapped by the original manufacturer, and (cc) previously used parts pulled or reclaimed and provided as "new

#### 12) iDirect Property

Seller shall preserve all special drawings, dies, patterns, tooling, equipment or other items supplied or paid for by iDirect in good condition. Such items shall be the property of iDirect unless otherwise specified and shall be returned in good condition when the work on the Order has been completed or terminated, or at any other time as requested by iDirect. Seller agrees, at its expense, to maintain all of iDirect property in Seller's possession in good condition and repair and adequately insured and to indemnify iDirect for any damage or loss to such property. No special drawing, die, pattern, tool or other item supplied by iDirect or made by Seller for the use of or delivery to iDirect, or for use by Seller in supplying iDirect, shall be used by Seller for any purpose other than supplying iDirect, without Seller's first obtaining the written consent of iDirect. If material, equipment, special drawings, dies, patterns, or other items are furnished by iDirect for performance of the Order, all risk of loss thereof or damage thereto shall be upon Seller from the time of shipment to Seller until redelivery to and receipt by iDirect. All costs related to the administration of audits of iDirect owned property, including components

inventories held by the Seller, are to be borne by the Seller.

#### 13) Compliance with Laws, Codes and Regulations

Seller shall comply with all applicable federal, state, provincial and local laws, codes and regulations in effect at the time of delivery of the goods and services.

#### 14) Indemnification and Insurance

Seller shall defend and indemnify iDirect against all damages, liability, claims, losses, and expenses (including attorneys' fees) arising out of or resulting in any way from any actual or alleged (a) defect in the goods or services purchased hereunder; (b) infringement of any patent, trademark, copyright, trade secret or intellectual property right of any third party by any goods or services purchased hereunder; or (c) act or omission of Seller, its agents, employees, or subcontractors. Seller shall maintain such public liability insurance, including products liability, completed operations, contractors' liability and protective liability, automobile liability (including non-owned automobile liability), and workers' compensation, employers' liability, and infringement insurance as will adequately protect iDirect against such damage, liabilities, claims, losses, and expenses (including attorneys' fees). Seller agrees to submit certificates of insurance, evidencing coverage in accordance with this paragraph, when requested by iDirect. Seller's obligations under this paragraph shall survive the cancellation, termination, or completion of the Order.

#### 15) Country of Origin

All goods shall have their origin in the country(s) set forth in the Order, if stated.

#### 16) Export License and Security

Seller shall apply for and obtain any license or approval required for exporting the goods, materials or information as required to perform the work and shall remain solely responsible therefore. Seller has and will maintain throughout the term of this Order, security procedures consistent with the guidelines, rules and regulations promulgated by the U.S. Customs and Border Protection, Department of Homeland Security, as the same may be amended from time to time, including without limitation the guidelines, rules and regulations in connection with the Customs-Trade Partnership Against Terrorism ("C-TPAT"). iDirect reserves the right to place on hold and/or cancel any purchase order if Seller does not maintain adequate security procedures.

#### 17) Risk of Loss from Non-Importability

Seller shall reimburse iDirect for any costs, including costs associated with delay, incurred by iDirect in the event the goods to be shipped and delivered are delayed or otherwise not permitted by customs or other governmental authority to be imported into the country of destination identified in the Order because of the failure or inability of Seller to properly prepare or, if applicable, to provide assistance in preparing, all necessary documentation required for the importation of the goods.

#### 18) Confidential Information

Seller shall maintain in strict confidence, and not disclose to any other person or entity, all nonpublic, confidential, proprietary and/or trade secret information acquired or learned from iDirect without iDirect's written permission, which may be withheld in the absolute discretion of iDirect. For any item and/or work specially fabricated or produced, iDirect shall have exclusive right, title and interest in and to all artwork, inventions, works of authorship, methods, processes, designs, molds, tooling and other properties made or acquired by Seller under this Order (collectively, "Work Product") immediately upon the creation of such Work Product; and Seller hereby grants and assigns to iDirect all such right, title and interest (including, without limitation, reproduction, manufacturing and moral rights throughout the universe in perpetuity and in all languages and in any and all media whether now or hereafter known) with respect to such Work Product and agrees to execute (and cause its employees and independent contractors to execute) any applications, registrations, assignments or other documents that iDirect deems necessary or appropriate to obtain all such right, title and interest. To the fullest extent permitted by law, Seller acknowledges that the work to which this Order pertains, if it constitutes copyrightable subject matter, is work(s) made for hire for iDirect the copyright(s) for which are owned by iDirect or its designee and that to the extent that such work does not qualify as work(s) for hire, Seller hereby assigns to iDirect all right, title and interest Seller may have in the work. If any item or Work Product contains a trademark, character, design, name, symbol and/or other proprietary material owned, copyrighted or licensed by iDirect, its patent or any of its subsidiary or affiliated companies ("Licensed Material"), Seller shall execute without delay a Memorandum of Understanding containing a license for the use of such intellectual property in the forms provided by iDirect. THE MANUFACTURE OF MERCHANDISE CONTAINING LICENSED MATERIAL OR THE PERFORMANCE OF SERVICES INCORPORATING LICENSED MATERIAL WITHOUT AN EFFECTIVE LICENSE IS A VIOLATION OF U.S. AND INTERNATIONAL LAW. Under this Order, Seller shall acquire no right to use, and shall not use, the name "ST Engineering iDirect" or "iDirect" or its subsidiary or affiliated companies: (a) in any of its advertising, publicity or promotions; (b) to express or imply any endorsement by iDirect or Seller's products or services, or (c) for any other purpose or in any other manner, except only as necessary for Seller to properly perform pursuant to this Order.

#### 19) Insurance

While this Order remains in effect and for three years thereafter, Seller shall maintain Product Liability and Commercial General Liability Insurance to include contractual and products/completed operations, with minimum limits of \$1,000,000 on an occurrence form basis, and Automobile Liability coverage with minimum combined single limits of \$1,000,000 protecting it and iDirect from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with Seller's performance hereunder or from or out of any negligent act or omission of Seller, its officers, directors, employees, agents or subcontractors. To the extent this Order includes Seller's performance of services on property owned, leased or designated by iDirect, Seller shall also maintain Workers Compensation Insurance as required by applicable law and Employers Liability Insurance with minimum limits of \$1,000,000 per occurrence. All such insurance shall be with companies and on forms acceptable to iDirect and shall provide that coverage may not be reduced or canceled unless 30 days

prior written notice is furnished to iDirect. All insurance shall be primary and not contributory with regard to any other insurance available to iDirect. All insurance shall be written by companies with a BEST Guide rating of B+VII or better, and such policies shall contain a waiver of subrogation and, except for Workers Compensation and Employers Liability, shall include iDirect, its parent and all subsidiary and affiliated companies as additional insureds. Before providing any goods or services hereunder, Seller will provide iDirect a certificate evidencing such coverage and Seller will provide iDirect written notice of any non-renewal, cancellation or material change in coverage at least 30 days before the effective date thereof. Failure of Seller to provide such certificate shall constitute a material breach of this Order.

20) Independent Contractor

When work of any description is performed in furtherance of Seller's obligations under the Order on the premises of iDirect or any of iDirect customers, Seller agrees that such services are to be rendered by Seller as an independent contractor and Seller shall provide all safeguards and take all necessary precautions to prevent the occurrence of any accident, injury, death, or loss to any person or property and shall be solely responsible therefor.

21) Force Majeure

iDirect may delay delivery and/or acceptance under the Order if such delivery and/or acceptance is made impossible or impractical by causes beyond iDirect's control.

22) Remedies

iDirect remedies are cumulative. Remedies specified in the Order do not exclude any remedies available at law or in equity. Waiver of any breach on any one occasion shall not constitute a waiver of the same or any other breach on any other occasion. Acceptance of any items or payment therefor shall not waive any breach.

23) Assignment and Subcontracting

Seller may not assign or transfer the Order or any payments to be made hereunder without iDirect prior written approval. Seller may not subcontract any substantial portion of the work to be performed by it under the Order, or the manufacture of any critical component of the goods to be delivered under the Order, without iDirect prior written approval.

24) Applicable Law

This Order shall be governed by the laws of the Commonwealth of Virginia, without regard to principles of conflicts of laws. Any dispute between the parties arising out of or relating to this Order that cannot be resolved by good faith negotiations shall be submitted for trial, without a jury, to a court in the Commonwealth of Virginia. The parties hereby consent to the exclusive jurisdiction of the state and federal courts located in Fairfax County, Virginia or the city of Alexandria, Virginia and agree to accept service of process outside the Commonwealth of Virginia and also expressly waive all rights to a trial by jury. Seller is an independent contractor and nothing herein shall be construed to create a partnership, employment, agency or joint venture relationship between Seller and iDirect. This Order, and any rights, and obligations hereunder, may not be subcontracted or assigned by Seller, nor shall it be assignable by operation of law, without iDirect's prior written permission, which may be withheld in the absolute discretion of iDirect. No waiver of any breach, right or remedy shall constitute a continuing waiver, nor shall it be construed as a waiver of any other breach, right or remedy. This Order may be supplemented or modeled only by a written agreement between Seller and iDirect. This Order shall be interpreted in accordance with its fair meaning and not against either of the parties. In the event of a dispute or pending resolution or settlement of any dispute arising under this Order, Seller shall not be excused of its performance under this Order and shall proceed diligently as directed by iDirect with the performance of this Order.

25) Notice

All notices given hereunder shall, unless otherwise specifically provided, be given in writing, by personal delivery, mail, or facsimile transmission at the respective addresses of Seller and iDirect set forth in this Order, unless either party at any time or times designates another address for itself by notifying the other party thereof by certified mail, in which case all notices to such party shall thereafter be given at its most recently so designated address. Notice given by mail shall be deemed given on the date of mailing thereof with postage prepaid.

26) Software

a) With respect to all items, work or products of work constituting software and related documentation that Seller provides to iDirect pursuant to this Order (collectively referred to as "Software"), Seller hereby grants to iDirect, and iDirect accepts, a perpetual, nonexclusive, royalty-free, worldwide right and license to use, execute, display, copy and perform the Software. The employees, agents and contractors of iDirect and its affiliates may use the Software in accordance with the terms of this Order. The Software may be copied in any machine readable or printed form in support only in support of the licensed use of the Software and for backup and archival purposes. The Software may be transferred and used on any computer system at any location of iDirect or its affiliates.

b) Seller represents and warrants that: (a) the Software shall conform to and will operate in accordance with all documentation thereof supplied by Seller to iDirect; (b) there are no defects or any limitations in the Software which would render it unsuitable for use; (c) the media on which the Software is contained shall contain no computer instructions whose purpose is to disrupt, damage or interfere with iDirect's use at any of its data programs or computer or telecommunications facilities for their commercial purposes; (d) unless expressly authorized in writing by iDirect, the Software shall not contain (i) any mechanism which electronically notifies Seller of any fact or event and/or collects and stores any information or use data, nor (ii) any key, node lock, time-out, logic bomb or other function, implemented by any means, which may restrict iDirect's use of or access to any programs, data or equipment; and (e) Seller will promptly correct or replace the

Software if the Software does not conform to the requirements of clauses (a), (b), (c) or (d) above. If Seller fails to correct or replace any Software that does not meet the foregoing warranties within a reasonable period of time, iDirect shall have the option of returning the Software to Seller and receiving a refund of the amounts paid therefore by iDirect.

27) Security of Credit Card Information

If Seller, as a result of providing goods of services under this Order either: (a) receives customer credit card information; (b) processes credit card information for iDirect; (c) provides software, equipment or systems that iDirect will use to process credit card information; or (d) stores credit card information electronically or otherwise for iDirect, then Seller represents, warrants and covenants that Seller is in compliance, and will remain in compliance, with the current Payment Card Industry ("PCI") Data Security Standard as specified at: <https://www.pcisecuritystandards.org/>. In addition, if Seller is required to obtain a PCI audit as part of required PCI compliance, upon iDirect's request, Seller shall provide to iDirect a copy of its most current PCI audit.

28) Non-Discrimination and Equal Opportunity Employment

Seller agrees to comply with applicable federal and state provisions regarding non-discrimination and equal employment opportunities, including but not limited to, the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the U.S. Department of Labor regulations (41 C.F.R. Chapter 60). Seller agrees to incorporate this clause into all of its subcontracts under this Order.

29) Incoterm

This Order shall be governed by the rules for use of domestic and international trade terms outlined by the International Chamber of Commerce (ICC) and collectively known as Incoterms 2020.

30) Quality

Seller shall be subjected to the most current revision of the iDirect Supplier Quality Requirements which are in effect as of the date of Purchase Order issuance. The Supplier Quality Requirements are posted at <https://www.idirect.net/partner-resources/supplier-documents/>