

TERMS AND CONDITIONS FOR PURCHASE ORDERS UPDATED July 18 , 2016

Vendor agrees that the following Terms and Conditions (“Terms and Conditions”) are incorporated into and govern all purchase orders (the “Purchase Order” “PO”) between Vendor and Company (as identified on the face of the PO). In case of any conflict between the Purchase Order or any other document referenced herein and these Terms and Conditions, the terms of these Terms and Conditions shall control. Vendor agrees that Company is not subject to any other terms and conditions set forth in any other purchase order, confirmation or other communication from Vendor that would supplement or vary these Terms and Conditions.

1. ACCEPTANCE AND AGREEMENT MODIFICATIONS: This Purchase Order becomes a binding contract upon the terms and conditions set forth herein when Vendor accepts by executing and returning the attached acknowledgement copy within ten (10) days from date of Purchase Order, or when Vendor commences performance or delivery, whichever occurs first. This Purchase Order and any documents referred to herein contain all of the terms and conditions of this transaction. Additional or different terms proposed by Vendor and understandings modifying the terms and conditions are objected to and rejected and shall not be valid unless the same are in writing and signed by Company.

A. LIEN CLAIMANTS - Not later than ten (10) calendar days prior to the provisions of any Work, services, materials, or equipment under this Agreement. Vendor shall provide the Company with an accurate and full list of the names and addresses of each potential lien claimant. Vendor shall be under a continuing obligation to promptly update this list as necessary so as to maintain its accuracy and completeness, and upon Company’s request, subcontractors may be required to be approved by the Company.

2. PURCHASE ORDER NUMBERS – PO numbers must appear on all documents and correspondence, including, without limitation, all quality certifications, packaging sheets, and invoices.

3. TAXES – Unless otherwise expressly set forth on the PO or required by applicable law, all prices shown on PO include all applicable taxes and duties. Vendor agrees to pay any federal, provincial or local sales/use tax, transportation tax or other excise tax which may be imposed upon the article ordered hereunder or by reason of their sale, use or delivery. Company is considered end-user for all tangible personal property covered by this Purchase Order. Vendors registered with the State of Nevada Department of Taxation must invoice sales tax at the applicable rate and remit the same. Company may accrue and remit applicable taxes with respect to Vendors who are not registered.

4. PAYMENT & INVOICING – Company (as defined below) shall pay Vendor’s invoices for any accepted materials, software license, or any other materials or services (i) within thirty (30) days of receipt of an accurate and approved invoice; and (ii) upon completion of the services or delivery of the goods specified in the PO and upon Acceptance by Company. Vendor shall set forth on each invoice the following: (a) PO number; (b) number of cartons in shipment; (c) Vendor’s invoice number; (d) Vendor store number; (e) taxes, if applicable; and (f) make, model number, serial number and type of product or (g) type of service. Company may return for revision any invoice that is not in the proper form and the discount period and payment term will be extended until the revised invoice is received. Vendor shall

comply with Company's billing and routing instructions contained herein or otherwise communicated to Vendor by Company, or pay any extra expense incurred by Company because of Vendor's failure to do so. Until Company receives Vendor's invoice, and product or services are completed and Accepted by Company, no prompt payment time limits shall commence. In no event shall Company be liable to Vendor for interest or other late payment charge. Purchase orders paid within fifteen (15) days shall be entitled to a two percent (2%) discount. For Services to be performed by Vendor, Company shall pay Vendor at completion of Services and Acceptance unless otherwise agreed by the Parties. For Software and any related installations, consultations, development related services including for associated hardware, Company shall pay Vendor twenty five percent (25%) on execution of Agreement, twenty five percent (25%) of fees on installation of software and fifty percent (50%) upon Acceptance by Company.

Company shall not be billed at prices higher than stated on this Purchase Order unless authorized by a Purchase Order Change Notice issued and signed by Company. Vendor represents that the price charged for the items or services covered by this Purchase Order are the lowest prices by the Vendor to purchasing agents, under conditions similar to those specified in this Purchase Order and that prices comply with the applicable government regulations in effect at time of quotation, sale, and delivery. Vendor agrees that any price reductions made in merchandise covered by this Purchase Order subsequent to the placement of this Purchase Order will be applicable to this Purchase Order. Vendor shall invoice Company for the goods at the time of final shipment unless otherwise provided in this Purchase Order.

Vendor agrees to refund to Company an amount equal to the price charged for any returned spools, reels, barrel drums, or other type of containers upon their return by Company.

Company shall have the right at any time to set-off any amount owing by Vendor to Company or any of Company's affiliated companies against any amount due and owing to Vendor on this Purchase Order.

Company, including its agents or employees, shall, at all times, have access to the Work, including materials, and to all of Vendor's books, vouchers, memoranda, records, data, and other documents relative to the Work, including materials for inspection, audit, or reproduction. Vendor shall preserve these records for six years after final payment, during which time the Company shall have the right to perform and audit, inspection or reproduction it may desire. If discrepancies or questions arise, the records shall be preserved until an agreement is reached between Company and Vendor. The Company reserves the right to recover any overcharges or incorrect charges from Vendor. Any audit conducted by the Company shall be at its expense expect that if it is determined that Vendor knowingly overcharged or incorrectly charged the Company, the Vendor shall be liable to Company for all damages, including the amount of the overcharge or incorrect charge and cost of audit or other investigation, including reasonable costs incurred in collection of such damages. Title to all Work covered by an application for payment shall pass to Company no later than at time of payment.

All such Work, including materials, shall be free and clear of any liens, claims, unsatisfied demands, and notices of intention, stop notices, unsatisfied judgments, security interests, or other encumbrances in

favor of the Vendor or any other person or entity. Such passing of title shall not be deemed to constitute the Company's acceptance on non-conforming Work, including materials.

5. RELEASE OF LIENS – In consideration of any payments, whether full, partial or disputed, made under this Purchase Order, Vendor hereby waives and forever releases Company and its real property from any past, present, or future lien notices, lien claims, liens, encumbrances, security interests, or other lien rights of any kind based, in whole or in part, on any work, services, material, or equipment provided, under these Terms and Conditions. In the event that any claims or liens are filed against the Company or its property by any of Vendor's subcontractors or suppliers of Vendor, or their subcontractors, which in whole or in part, are based on any work, services, material, or equipment provided or to be provided under these Terms and Conditions, then Vendor, at no cost or expense to the Company, the Vendor shall immediately:

A. Pay the claimant and obtain a discharge of lien claim from the claimant, or;

B. Cause the lien claim to be discharged by filing a surety bond or making a deposit of funds as required by law, and;

C. Take any and all other steps which may be necessary to resolve and discharge any lien claims or liens within five (5) days of notice of claim or lien to Vendor or by Company to Vendor.

Vendor shall defend, indemnify and hold harmless the Company from and against all liabilities, losses, damages, claims, judgments, penalties, fees, costs, or expenses (including reasonable attorney's fees) due to any and all lien notices, claims, liens, encumbrances, security interests, or other encumbrance of any kind filed by Vendor, or any of Vendor's subcontractors or suppliers, or by subcontractors or suppliers of Vendor's subcontractors, which in whole or in part, are based on any work, services, material, or equipment provided, or to be provided under the PO and these Terms and Conditions.

In the event that any claims, liens or notices of liens are filed against the Company or its property by Vendor, or any of Vendor's subcontractors or suppliers or by any subcontractors or suppliers of Vendor's subcontractors, the Company shall have the right to withhold and pay the amount of the claim or lien directly to the claimant and deduct such amount from any amounts owed the Vendor.

6. DELIVERY - All products and services must be delivered as specified in the Purchase Order. In the absence of specific shipping instructions, shipment shall be routed via the most economical mode of commercially reasonable transportation available. Time is of the essence with respect to delivery of products or services listed in the Purchase Order. Vendor must immediately advise Company if any product or service cannot be delivered as ordered by the stated date in PO.

Company shall be liable only for the shipping charges identified on the face of the PO. If Company is responsible for some or all of the shipping charges, shipping terms and rates must be agreed upon in advance. If Vendor elects a more expensive shipping method to meet a required delivery date, Vendor will be responsible for any increased shipping expense. No COD shipments or freight collect shipments

will be accepted. Copies of freight bills must accompany invoices to receive payment. No service charges may be added to freight bills.

A. PARTIAL SHIPMENT/PERFORMANCE: At Company's option, in the event of shipment or receipt of less than all products or services ordered, Company may either accept shipment or pay only for the products or services received, pro rata based on the unit price of the item ordered, or reject the entire shipment.

B. LATE SHIPMENT/PERFORMANCE: Company reserves the right to cancel the Purchase Order or any portion thereof if delivery is not made, or services not performed, when and as specified. Company may charge Vendor for any loss sustained as a result of such cancellation, including, but not limited to, shipping charges. Further, Company may reject the late delivery or performance without cancellation of the Purchase Order as to other subsequent required deliveries. Each shipment/performance required under the Purchase Order may be considered separately, and Company's right to reject a late delivery shall not be affected by acceptance of other late deliveries/performance by Vendor. All such cancelled shipments shall be returned to Vendor at Vendor's expense. Company reserves the right without liability, in addition to its other rights and remedies, to terminate this Purchase Order by notice effective when received by Vendor, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge Vendor with any loss incurred. Any provisions herein for delivery of articles or the rendering of services by installments shall not be construed as making the obligations of Vendor severable.

C. EARLY SHIPMENT: Vendor shall not, without the Company's written consent, manufacture or procure materials in advance of Vendor's normal flow time or deliver in advance of schedule. In the event of termination or change order, no claim will be allowed for any such manufacture or procurement in advance of such normal flow time, unless there has been such prior written consent. Company may, at its option, either retain items received in advance of the delivery schedule or return to Vendor at Vendor's expense. The goods shall be shipped by Vendor in accordance with the shipment terms specified in this Purchase Order. The original bill of lading (referencing this Purchase Order #) and a packing list shall be delivered by Vendor to Company at the "ship to" address on this Purchase Order as far in advance of the arrival of the goods as possible. Company is relying on manufacture, shipment, delivery, installation, and acceptance of the goods based on the schedule on the Purchase Order. Time is of the essence of this Purchase Order. Vendor shall not manufacture, ship, or deliver goods in advance of any scheduled date without Company's written consent. Company, at Company's option, may refuse or return at Vendor's expense all or any part of: (i) shipments which do not conform to the shipping or delivery dates specified by Company (whether early or late); (ii) shipments in excess of the quantities ordered or in lesser quantities than ordered; (iii) shipments which contain defective goods or which fail to conform to this Purchase Order; or (iv) goods which are not as represented or warranted. Any storage or warehouse charges incurred by Company due to delivery or shipment prior to the dates specified in this Purchase Order will be at Vendor's expense.

D. INSPECTION AND TESTING - All products and services shall be subject to inspection and approval by Company after delivery or completion. Company reserves the right to reject any products or

services that it deems non-conforming, defective, stale, unsafe, unfit or in any other way unsuitable for its purposes. Company reserves the right to require replacement of rejected products or services as well as payment of damages, at Vendor's expense. Rejected products or services in quantities in excess of the required order will be returned at Vendor's risk and expense. Vendor shall use its best efforts to complete all punch lists and warranty work in a prompt and efficient manner, and so as to avoid any unnecessary disruption to Company's operations.

E. ACCEPTANCE BY VENDOR- Acceptance of the Purchase Order shall be evidence of Vendor's written notice of acceptance or by Vendor's commencement of performance. Vendor acknowledges that it is familiar with the project requirements presented under this Purchase Order and understands the end use of the Project and Work. Vendor shall deliver an end product that functions for its intended end use and includes all labor, materials, equipment and services to fulfill the Vendor's obligations, as stated or reasonably inferable from this Purchase Order.

Vendor shall be held to have inspected the premises where the work is to be performed before submitting its proposal to do the work described in the Purchase Order, and to have satisfied itself as to the conditions under which it will be obliged to operate, or that in any manner could affect the work under this Purchase Order.

It is the obligation of the Vendor to ascertain all the facts concerning conditions to be found at the location of the work, including all physical characteristics above, on, and below the surface of the ground, to consider fully these and all other matters which could in any way affect the work to be provided and to make the necessary investigations relating thereto.

F. ACCEPTANCE BY COMPANY – Acceptance of any work, system, software, or other goods set out under the PO shall be considered accepted by the Company once subject matter of PO is, including, but not limited to, shipped, received by Company and installed and tested and approved by the Company and fully operational or functional as required by Company.

G. REJECTIONS- Company reserves the right to reject and receive full credit for any articles or services which are defective as to material, workmanship, quality, or otherwise, or which are not in conformity with the specifications, drawings, or the sample approved by Company. If Company so chooses, without extra cost to Company, Vendor will immediately, upon receipt of written instruction from Company, replace all rejected material, including material damaged because of unsatisfactory workmanship by Company. If Company so chooses, without extra cost to Company, Vendor will immediately, upon receipt of written instruction from company, repay Company all amounts paid, including but not limited to all shipping, costs, fees taxes, and rental charges for damaged or defective materials rejected by Company. If Vendor wants rejected or damaged materials returned to Vendor by Company, Vendor shall make all arrangements for pickup and pay all costs of such return. Rejected articles shall not be resubmitted for acceptance without concurrent notice of their prior rejection. Vendor will be notified of defective material or material not in accordance with specifications of Company and such material will be returned to Vendor at Vendor's expense.

H. PACKAGING. All packaging shall be in conformance with good commercial practice and industry standards. All containers shall have attached identification, MSDS label, including the Purchase Order # and material descriptions. No charge shall be made for cartons, wrapping, packing, boxing, crating, delivery, drayage or other costs, unless such charge is expressly provided in this Purchase Order. All items shipped must be clearly side-marked as stated on the Purchase Order. Failure to side-mark will result in back charges or penalties.

7. CHANGES - Company reserves the right, at any time prior to shipment, to make changes as to: (i) specifications; (ii) methods of shipment, packaging, or performance; (iii) place of delivery or performance; (iv) schedule of delivery or performance; or (v) the quantities of products/services ordered. If any such changes cause an increase or decrease in the cost of or the time required for performance of a Purchase Order, an equitable adjustment may, in the Company's sole discretion, be made in the contract price and/or the delivery schedule. Any claim by Vendor for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by Vendor of the change. If the cost of property or services is made obsolete, or excessive as a result of such change is paid for by Company, Company shall prescribe the manner of disposition of such property. Nothing contained herein shall excuse the Vendor from proceeding without delay in performing this Purchase Order as changed.

8. CANCELLATION - Company may, after giving written notice to Vendor, cancel the PO:

A. If Vendor becomes insolvent, a petition is filed for reorganization of Vendor or for its adjudication as a bankrupt, Vendor makes an assignment for the benefit of its creditors, or a receiver or trustee is appointed for any of Vendor's assets or any other type of insolvency proceeding or formal or informal proceeding for dissolution, liquidation or winding down of the affairs of the Vendor is commenced, Company may cancel this PO and seek damages from Vendor in accordance with law. In the event of any cancellation hereunder, Vendor shall cease any work or delivery and observe any instruction from Company as to work in progress.

B. TERMINATION FOR CONVENIENCE OF PURCHASER: Company reserves the right to terminate this Purchase Order or any part hereof for its sole convenience. In the event of such termination, Vendor shall immediately stop all work hereunder and shall immediately cause its suppliers or subcontractors to cease work. Vendor shall be paid for actual and verifiable work performed prior to the notice of termination. Vendor shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Vendor's suppliers or subcontractors that which Vendor could reasonably have avoided. In no event shall Company be liable for attorneys' fees incurred by Vendor.

C. TERMINATION FOR CAUSE: Company may terminate this Purchase Order or any part hereof in the event of any default by the Vendor, or if the Vendor fails to comply with any of the terms and conditions of this Purchase Order. Late deliveries, deliveries of products which are defective or which do not conform to this Purchase Order, and failure to provide Company, upon request, reasonable assurances of future performance shall each be cause allowing Company to terminate this Purchase Order for cause. In the event of termination for cause, Company shall not be liable to Vendor for any

amount, and Vendor shall be liable to Company for any and all damages, including attorneys' fees, sustained by reason of the default that gave rise to the termination.

D. FORCE MAJEURE: Company reserves the right at its option to either suspend shipments of materials covered by this Purchase Order or cancel this Purchase Order, in whole or part at any time where such suspension or cancellation caused by government order or other requirements, embargoes, acts of civil or military authorities, acts of public enemy, inability to secure transportation facilities, strikes, differences with workers, accidents at plant of Company, or by other law, order or regulation or other contingency beyond control of Company.

9. RISK OF LOSS- Unless otherwise provided in this Purchase Order, goods shall be shipped "F.O.B. delivery" and all risk of loss of goods covered hereby shall be borne by Vendor until goods have been received and accepted by Company or received, installed, and accepted by Company, whichever is applicable.

10. INDEMNIFICATION - Vendor shall indemnify, defend, and hold harmless the Company, all of its affiliates, subsidiaries and parents, and their respective agents, officers, directors, managers, members, and employees from and against any and all claims, damages (including, without limitation, court costs, investigative costs and reasonable attorneys' fees), judgments, liabilities, fines, costs and expenses (including, without limitation, legal expenses) arising out of or resulting in any way from any defect in the goods or services purchased hereunder, or from any act or omission of Vendor, its agents, employees or subcontractors; (i) including any claim or action arising out of any actual or alleged death or injury to any person, or any damage or destruction of property attributable to Vendor's, or its agents or subcontractors, products or services; or (ii) any willful misconduct or negligence of Vendor. This indemnification shall be in addition to the warranty obligations of Vendor. Such indemnification obligations shall survive the cancellation or expiration of the Purchase Order.

Vendor further agrees to defend and hold harmless Company and Company's affiliates, agents, employees, officers, directors, members, and customers, from all loss or damage by reason of any and all actions or proceedings charging infringement of any patent trademark or copyright by reason of sale or use of any merchandise furnished hereunder, except merchandise for which Vendor furnishes complete specifications.

Vendor shall promptly pay all fees, taxes, deposits, charges, damages, penalties or interest that may be claimed against or paid by Company on account of any failure of Vendor or its subcontractors of any tier to comply with any laws, statutes, ordinances, codes or regulations relating to the Work (including specifically those pertaining to permits, licenses or notices) and any liens or claims arising out of fringe benefit collective bargaining trust fund claims with respect to the Work. Vendor shall make, and shall cause its subcontractors to make, all payments required by law or under this Agreement when and as required on account of the Work to any governmental authorities (whether taxes or other payments) or to any pension or other fund, trust, or plan (whether or not established pursuant to a collective bargaining agreement) and shall promptly furnish to Company satisfactory evidence of such payments.

In consideration of any payments, whether full, partial, or disputed, made under this Agreement, Vendor hereby waives and forever releases Company, and its real property, from any past, present or future lien notices, lien claims, liens, encumbrances, security interests, or other lien rights of any kind, based, in whole or in part, on any Work, services, materials, or equipment provided, or to be provided, under this Agreement.

a. In the event that any lien claims or liens are filed against the Company, or its property, by any of the Vendor's subcontractors, gents, or suppliers, or by subcontractors or suppliers of Vendor's subcontractors, which, in whole or in part, are based on any Work, services, materials, or equipment provided, or to be provided under this Agreement, then the Vendor, at no cost or expense to the Company, shall immediately:

- (i) Pay the claimant and obtain a discharge of lien claim from the claimant, or;
- (ii) Cause the lien claim to be discharged by filing a surety bond or making a deposit of funds as required by law, and;
- (iii) Take any and all other steps which may be necessary to resolve and discharge any lien claims or liens. Vendor understands that time is of the essence in this matter.

b. Vendor agrees to hold harmless, defend and indemnify Company from and against any and all liabilities, losses, damages, expenses and charges, including but not limited to attorney's fees and expenses of litigation, which may be sustained or incurred by Company under, or arising directly or indirectly, out of the issuance of any action based upon any mechanics' liens, lien notices, lien claims, liens, suits, encumbrances, security interests, or other lien rights of any kind ("Lien") filed by any of Vendor's subcontractors, agents, or suppliers, or by subcontractors or suppliers of Vendor's subcontractors, which, in whole or in part, are premised on any Work, services, materials, or equipment provided under this Agreement, counsel to be selected and/or approved by Company at its sole discretion, and will promptly do all things necessary or appropriate to cause the title to Company's property to be cleared of the effect of said mechanics' liens, and any other matters based thereon, or arising directly or indirectly therefrom, and of any cloud on title created by, or growing out of, any of the foregoing: all of which shall be done at the sole expense of Vendor. If Vendor shall fail so to do, then the Company may do the same, and may pay, compromise, or settle any such mechanics' liens, or any claim, or demand based thereon, if the Company deems such actions necessary for the protection of itself: and Vendor shall promptly reimburse the Company for any payment, expense or expenditure made or incurred in so doing. The Vendor further agrees that in the event that any judgment shall be, or shall have been rendered, or any process shall be, or shall have been issued, based upon a lien or any other matters growing out of the same, Vendor promises and agrees that it will satisfy the same and cause the same to be satisfied and discharged of record upon notice from Company.

Not later than ten (20) calendar days prior to the provision of any Work, services, materials, or equipment under this Agreement, Vendor shall provide the Company with an accurate and full list of the names and addresses of each subcontractor, agent, or supplier, or potential lien claimant. Vendor shall

be under a continuing obligation to promptly update this list, as necessary, so as to maintain its accuracy and completeness.

11. INSURANCE - If insurance requirements are not specified in the Purchase Order, Vendor represents that as of the date of the Purchase Order, Vendor maintains comprehensive general liability insurance in an amount not less than \$1,000,000 combined single limit, worker's compensation insurance as required by law and automobile liability insurance for all vehicles to be used by Vendor in the performance of services or delivery of products under the Purchase Order. Upon request, Vendor shall provide proof of such insurance coverage's naming the Company certificate holder an additionally insured. Company reserves the right to increase the mandatory insurance limits.

12. PREMISES – Vendor must comply with all reasonable regulations and policies communicated by Company to Vendor concerning Vendor's conduct on Company's premises vendor warrants and represents they have communicated company policies and regulations with their subcontractors. Vendor shall review and be responsible for the safety programs for the work, as required by best practices and law for undertaking the work, require that all subcontractor's comply with all Federal, State and local safety, health, equal opportunity and affirmative action, environmental protection and any other legal requirements. Vendor shall take all precautions necessary to protect from personal injury, death or occupational disease, all workers and all other persons who may be on or about that portion of the premises or site upon which the work is being done.

13. LIMITATION OF LIABILITY – In no event shall Company be liable for any claim of any kind, for any loss, or for any damage arising out of, in connection with, or resulting from the PO in excess of the price allocable to the products or services giving rise to such claims. Any action resulting from Company's default as to the Purchase Order must commence within one year after the cause has accrued. Notwithstanding anything herein to the contrary, Company shall have no liability for any consequential, special, punitive, incidental or indirect damages.

14. CONFIDENTIALITY – Vendor acknowledges that it is, may be, or will be privy to Confidential Information (as defined below). Vendor agrees it will use the Confidential Information only in furtherance of its work under this Purchase Order and shall not transfer or otherwise disclose the Confidential Information to any third party, except as provided for herein. Vendor shall: (i) give access to such Confidential Information solely to those of its employees with a need to have access thereto in furtherance of or in connection with this agreement or as required by applicable law; and (ii) take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information that Vendor takes with its own confidential information but, in no event, shall Vendor apply less than a reasonable standard of care to prevent such disclosure or unauthorized use. As used herein, "Confidential Information" means any and all information relating to Company, and any of its respective affiliates that may be received by or be provided to Vendor from time to time, including, without limitation, equipment and business specifications, business records or data, trade secrets, and confidential planning or policy matters, business strategies, internal policies, and procedures, matters subject to attorney-client privilege, and any financial or accounting information, the existence of this or any other agreements or communications between Vendor and Company, and the terms of any such

agreement, and all data, reports, interpretations, forecasts and records containing or otherwise reflecting information concerning any such person or entity, together with analysis, compilations, studies or other documents, whether prepared by Vendor or Company, which contain or otherwise reflect such information.

Vendor shall not use the Company's name, or the names of its respective subsidiaries or affiliates, in any sales or marketing publication or advertisement, without the prior written consent of Company.

"Confidential Information" includes: (1) any information reflecting, referring or relating to any actual or potential customers, of Company (including, but not limited to personally identifiable information, such as, without limitation, the name, address, social security number, telephone number, fax number, email address, bank account information, or credit card information); (2) any information disclosed by Company to Vendor if the information is designated by Company as confidential; (3) any information disclosed by Company to Vendor if the information is not generally known or readily ascertainable to others through proper means as defined under the Nevada Trade Secrets Act; (4) any information disclosed by Company that is generally treated as confidential in the gaming or hospitality industries; and (5) any information disclosed by Company that is of such a nature that a reasonable person would understand it to be confidential information; provided, however, that Confidential Information shall not include information that is known by the Vendor prior to disclosure by Company or its agents or designees.

15. USE OF CONFIDENTIAL INFORMATION - Vendor shall use the Confidential Information for the sole purpose(s) identified in these Terms and Conditions and only in the manner and to the extent expressly permitted in these Terms and Conditions. The Vendor shall not use the Confidential Information for its own or another party's benefit without the prior written consent of Company. The Vendor shall not combine or commingle the Confidential Information or any portion thereof with any Confidential Information or other information owned by any other party, without the prior written consent of Company. The Vendor shall not disclose any Confidential Information to any third party without the prior written consent of Company.

16. SECURITY OF CONFIDENTIAL INFORMATION - When collecting, transmitting, processing, utilizing, storing, updating or otherwise using Confidential Information provided by Company under these Terms and Conditions, Vendor shall use reasonable care to prevent against intentional, unintentional, negligent, reckless, or unlawful acquisition, disclosure, destruction, loss, alteration, use, or misappropriation of Confidential Information. Such reasonable care shall include technological and organizational measures that are commonly employed in the industry at the time of the Vendor's performance of the Purchase Order.

17. DATA BREACHES - In the event of any unauthorized disclosure, destruction, loss, alteration, use or misappropriation of any of the Confidential Information ("Data Breach"), Vendor shall immediately notify Company in writing of the Data Breach and identify: (1) the nature of the Data Breach; (2) the specific Confidential Information subject to the Data Breach; (3) the date and time of the Data Breach; (4) how and when the Data Breach was discovered; and (5) any other information that Company

reasonably requests relating to the Data Breach. Vendor agrees to fully cooperate, at its own expense, with all reasonable requests by Company with respect to identifying, investigating, and remedying the Data Breach.

A. OWNERSHIP OF PERSONAL DATA - Company is the owner of all right, title and interest in and to the Confidential Information. Nothing herein shall be construed to transfer or assign any rights in the Confidential Information to the Vendor; provided, however, that Company hereby grants a revocable, limited license to Vendor to collect, transmit, process, utilize, store, update, or use the Confidential Information to the extent expressly permitted in these Terms and Conditions. Vendor acknowledges and agrees that the Confidential Information constitutes a trade secret under the Nevada Trade Secrets Act and constitutes an original work of authorship in a tangible form of expression protected under the Copyright Act of 1976, as amended.

B. DATA BREACH INDEMNIFICATION – By way of supplement to Section 9 above, Vendor shall indemnify and hold Company harmless against any loss, claim, demand, lawsuit, damages, attorneys’ fees, and costs arising out of or relating to this Agreement or the services performed or to be performed by Vendor hereunder, including, but not limited to, breach of any warranty or representation, any Data Breach, any claims for violations of privacy, and any violation of state, federal or local law, and any related or ancillary claims (collectively, “Covered Claims”). In the event that any Covered Claims are asserted against Company, Company may either: (1) tender the defense of the Covered Claims to Vendor, in which case Vendor shall retain competent counsel to defend Company against the Covered Claims at Vendor’s sole expense; or (2) Company may retain competent counsel of its own choosing to defend such Covered Claims, in which case Vendor shall reimburse Company for any attorneys’ fees and costs incurred in connection with the defense of the Covered Claims within thirty (30) days after receipt of each demand for reimbursement from Company. In either case, Company and Vendor shall reasonably cooperate with each other in connection with the defense of any Covered Claims. Neither Company nor Vendor shall settle any Covered Claims without the consent of the other, provided, however, if Company and Vendor cannot agree on decisions regarding settlement or defense of any Covered Claims against Company and if Vendor’s total liability to the claimant and Company for the Covered Claims does not exceed \$1 Million or if Company reasonably believes that settlement or defense of the Covered Claims may expose Company to potential injunctive relief or irreparable injury, then Company’s decision shall control. VENDOR’S duty to defend, indemnify and hold CLIENT harmless shall include coverage for all costs incurred by COMPANY for remedial measures, including but not limited to the costs of notification and account monitoring, resulting from VENDOR’S negligent disclosure of Personally Identifiable Information.

18. COMPLIANCE WITH FEDERAL, STATE LAWS and REGULATIONS – Vendor shall comply with all federal, state, provincial and local laws, regulations and code requirements applicable to its performance of its obligations hereunder, including, without limitation, any specific code requirements set forth below. Vendor’s failure to comply with any such laws or regulations shall be a default by Vendor, and Company may, at Company’s option, terminate this Purchase Order for cause pursuant to the provisions hereof. Vendor warrants that (i) it has obtained or will obtain all licenses, permits and similar approvals required to manufacture, sell, deliver and, if applicable, install the goods and perform the services required

hereunder, and (ii) the goods purchased by Company hereunder and the services performed by Vendor hereunder shall be in compliance with applicable local, state and federal laws, rules, regulations, ordinances, directives and similar requirements.

Vendor hereby represents and warrants the products or services it will provide under the Purchase Order comply with the accessibility requirements of WCAG 2.0 A and AA. The following documentation must be presented by Vendor to demonstrate the WCAG 2.0 A and AA is compliant of their products and services:

1. An independent certification of WCAG 2.0 A and AA compliance
2. An independent audit report documenting WCAG 2.0 A and AA testing methodologies and assistive technologies used during testing
3. A Voluntary Product Accessibility Template (VPAT)
4. For all web applications and software, a Web Accessibility Statement outlining the accessibility features of the product or service and assistive technologies supported
5. For all PDF documents submitted under this contract, an accessibility report showing the document's compliance with agency requirements for electronic documents

Vendor agrees to promptly respond to, resolve and remediate any complaint regarding accessibility of its products or services in a timely manner and provide an updated version to Company at no cost. Failure to comply with these requirements shall constitute a material breach of the Purchase Order and shall be grounds for termination of the Purchase Order. The Vendor shall ensure maintenance upgrades, substitutions, and replacements to equipment and software pursuant to this Purchase Order do not reduce the original level of conformance with the applicable WCAG 2.0 A and AA standards at the time of Purchase Order. The Company reserves the right to evaluate upgrades, replacements, and substitutions using a Voluntary Product Accessibility Template or requiring test units to perform hands on WCAG 2.0 A and AA and accessibility testing before final acceptance.

Before adding funds to a multiple-year contract or order that involves the acquisition of products and services, including deliverable such as electronic documents and reports, subject to WCAG 2.0 A and AA, the Vendor shall provide to the Company an independent third-party WCAG 2.0 A and AA Annual Report.

Vendor shall provide the report in sufficient time for its review and approval by the Company for designee, prior to funding performance beyond the currently funded contract performance period. Vendors' failure to comply with this requirement shall be a material default under this Purchase Order and upon such default Company shall have the right to immediately terminate this Purchase Order with no further fees for funds due under this Purchase Order.

19. VENDOR REPRESENTATIONS AND WARRANTIES – Vendor represents and warrants that: (a) Vendor owns all rights, title, license and interests in the products and services and has the legal authority to sell, license or otherwise transfer the right to use or sell such items to Company; (b) the products and services covered under the Purchase Order are of good and merchantable quality and free from defects in design, material, and workmanship, are safe and conform to applicable specifications, drawings, samples, descriptions, and associated documentation provided to Company in writing; (c) where applicable, any consumable products are fresh and suitable for human consumption; (d) the products and services, and the production and sale thereof, and all warranties, guarantees, representations by

Vendor made or authorized to be made in connection therewith are in all respects in compliance with all applicable international (including applicable import and export regulations), federal, state, local laws, rules, and regulations; (e) the goods and services are fit for the use intended; (f) neither the products and/or services, nor their sale or use will infringe any patents, trademarks, copyrights, trade secrets, or similar intellectual property rights of any third party, (g) that the Vendor is in compliance with all applicable laws and regulations, and (h) that the Vendor will timely pay any and all fees or charges due to any subcontractor, sub-Vendor, licensor or other party for which any services, products or other items are acquired for or made part of any work for Company. The foregoing representations and warranties shall survive termination of any PO. Vendor shall, at Company's option, either (i) promptly repair or replace the defective goods or services at the Vendor's cost, or (ii) issue a full refund (including shipping and any other expenses incurred by Company). If Vendor does not replace rejected goods or services within a reasonable time, Company may purchase substitute goods or services elsewhere. If the cost of purchasing such substitute goods or services exceeds the price stated in the order, then Vendor shall pay the difference to Company. This payment shall not prejudice any other rights Company may have against Vendor. Vendor must provide Material Safety Data Sheets (MSDS) for products as required by law. In the event Vendor is supplying, storing, using, or selling such products, materials or substances pursuant to the Purchase Order, Vendor shall provide property prepared MSDS to Company fifteen (15) days prior to (a) the delivery to and/or storage of such materials or substances at Company's premises or (b) the commencement of any work to be performed in conjunction with the Purchase Order. All provisions and remedies of the Uniform Commercial Code relating to both implied and expressed warranties are herewith referred to and made a part of this Purchase Order. All warranties shall be construed as conditions as well as warranties and shall be in addition to all warranties implied by law. All warranties shall survive acceptance and payment and shall run to Company, its successors, assigns, customers, and their users of its products and services, and shall not be determined to be exclusive. This warranty is in addition to any warranties of additional scope given by Vendor to Company.

20. INDEPENDENT CONTRACTOR –Vendor is an independent contractor, and the relationship of Vendor and Company will not be construed as constituting any other relationship, including, without limitation, employer-employee, master-servant, principal-agent, partners or joint ventures. Company shall not assume any liability for any damages resulting from Vendor's (i) willful or negligent acts or omissions and/or (ii) performance of services and/or obligations under this Agreement.

21. OWNERSHIP

A. All works, whenever made by Vendor for Company are, and will be considered, works made for hire under the U.S. copyright laws and applicable international treaties, with Company owning all legal rights flowing therefrom.

1. If it is determined for any reason that this Agreement does not provide for the creation of a work made for hire, then Vendor agrees to and hereby assigns all right, title and interest in and to the Works, including but not limited to the copyrights in the Works and the right to make derivative works for the Works, to Company with all legal rights flowing therefrom and without the need for additional compensation or additional documentation (the "Assignment"). The Assignment covers all

worldwide rights. Vendor agrees to execute and deliver any and all documents requested by Company to effect the Assignment.

2. If a court of competent jurisdiction determines for any reason that the Assignment is invalid or otherwise refuses to enforce it, Vendor agrees to grant Company, its affiliates, related companies, successors, assigns and licensees, an exclusive, irrevocable, license to reproduce, edit, adapt, modify, perform, display, transmit, distribute, exploit and otherwise use the Works, in any manner or medium now known or hereafter invented, including but not limited to electronic or optical media, in cd-rom, online or in a similar format (the "License"). Under the License, Owner will have the exclusive, worldwide right to create derivatives of the Works. The License shall be valid throughout the world in perpetuity without the need for additional compensation or documentation. Vendor further perpetually, irrevocably, and unconditionally assigns, transfers and conveys to Company all claims for past, present and future infringement or misappropriation of the intellectually property rights of the Works, including the right to sue for and to receive all profits and damages accruing from an infringement or misappropriation as well as the right to grant releases for past infringements. Vendor hereby waives and agrees not to enforce any moral rights and any personality rights that Vendor may have in the Works.

3. As owner, Company shall have the sole right to register any and all of its rights in the Works and Vendor agrees to provide all reasonable assistance to Company to accomplish such registrations and to otherwise prove Company's ownership of the Works.

B. Vendor represents and warrants:

1. the Works are and will be Vendor's original work;
2. Vendor shall be the sole author of the Works it creates under this Agreement, unless the parties agree otherwise;
3. Vendor did not knowingly create the Works based on or using works created by third parties; and
4. publication, display or use of the Works anywhere in the world, in any medium now known or hereafter invented, will not violate any copyright, right of publicity, right of privacy, trademark, patent right, trade secret, contractual obligation or other right of any third party nor constitute defamation of any person, company or legal entity capable of being defamed.

Vendor agrees to indemnify, defend and hold Company harmless from and against any loss, claims, demands, causes of action, liability, damages, judgments or expenses (including reasonable attorneys' fees and court costs) arising from Vendor's breach of this Section 21.B where Vendor does not have the legal right to transfer ownership of the Work that is the subject of this Purchase.

C. 1. Vendor hereby grants the perpetual, non-exclusive and irrevocable right to Company, its successors, assigns, and affiliates, to copy, distribute, publicly display, create derivative works based on, publish, and use in any manner, the images attached hereto as Exhibit A (the "Works") in any media, now in existence or which may later be developed, anywhere in the world.

2. Vendor warrants that he is the owner of all right, title and interest in and to the copyrights in the Works. Vendor further warrants that he has obtained in writing all release, permissions, licenses or consents required by law and/or by contract for use of the subject matter (including, but not limited to, the rights of publicity of any person or character depicted in the Works, use of any copyrighted works, and use of any works protected by trade dress law) depicted in the Works.

3. Vendor agrees to indemnify and hold harmless Company for any demand, loss, claim or judgment against Company arising from or relating to use of the Works or any of them.²² PUBLICITY – Each party shall (i) submit to the other for approval to its use, all advertising, written sales promotions, press releases, and other publicity matters relating to this Contract in which the other party's name or mark is mentioned, or which contains language from which a relationship with the other party may be inferred, and (ii) not publish or use such advertising, sales promotions, press releases or publicity matters without the other party's prior written consent.

23. ASSIGNMENT AND SUCCESSORS - Vendor shall not assign rights or delegate duties under the Purchase Order or these Terms and Conditions, or subcontract any part of the performance required under the Purchase Order, without the express written consent of Company. No such consent shall be deemed to relieve Vendor of its obligations to comply fully with the requirements of the Purchase Order. Subject to the foregoing, the Purchase Order and these Terms and Conditions shall insure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

24. GOVERNING LAW; SEVERABILITY – The Purchase Order and these Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to its conflicts of law's provisions. In the event of a dispute hereunder, the parties agree to submit to the exclusive jurisdiction of the state courts of, and federal courts sitting in, the State of Nevada. The invalidity of any provision of the Purchase Order or these Terms and Conditions, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof, which will otherwise remain in full force and effect.

25. ENTIRE AGREEMENT - The Purchase Order and these Terms and Conditions constitute the entire agreement and understanding between the parties with respect to the subject matter contained in the Purchase Order and these Terms and Conditions and Company shall not be bound by any other terms, including, without limitation, any terms that may be contained in any acknowledgement, contract, proposals, invoice form, Vendor's website or correspondence, or other act of Vendor and notwithstanding Company's purchasing department's act of accepting or paying for any shipment or similar act of the purchasing department.

26. PRIVILEGED LICENSES – The parties acknowledge that Company conducts a business that is subject to and exists because of, privileged licenses issued by governmental authorities. Vendor, therefore agrees that, in the event that Company shall determine, in Company’s sole and exclusive judgment, that Vendor is, or likely to be, engaged in, or about to be engaged in, any activity or activities that jeopardize, or could jeopardize Company’s business or such licenses, Company shall have the right, upon written notice to Vendor, to terminate any PO(s) at no cost to Company, at which time the applicable PO(s) shall cease to be of any further force and effect.

27. AUDIT INSPECTION OF RECORDS: Vendor shall keep adequate records of payable hours of direct labor and all costs of the performance of this Purchase Order, which shall be subject to audit by Company in the event of cancellation or with respect to any Purchase Order for which the price is based on time and cost of material.

28. NOTICE OF LABOR DISPUTES: Whenever an actual or potential labor dispute is delaying or threatening to delay the timely performance of this Purchase Order, Vendor shall immediately give written notice thereof to Company.

29. PROPERTY FURNISHED TO VENDOR BY COMPANY: Unless otherwise agreed in writing, all special dies, molds, patterns jigs, fixtures, and other property furnished to Vendor by Company, or specifically paid for by Company for use in the performance of this contract, shall be and remain the property of Company, shall be subject to removal upon Company’s instruction, shall be used only in filling Purchase Orders from the Company, shall be held at Vendor’s risk and shall be kept insured by Vendor at the Vendor’s expense while in its custody or control in an amount equal to the replacement cost thereof, with the loss payable to Company. Copies of policies or certificates of such insurance will be furnished to Company on demand. Vendor’s invoice for special tools, dies, jigs, fixtures, molds, patterns and the like shown as a separate item on the face of this Purchase Order will not be paid by Company until production quantities or samples are received from Vendor and are accepted by Company. Vendor shall give written notice to the landlord, if any, that property of Company has been placed on the Vendor’s leased premises and that such property is not subject to the landlord’s lien.

30. TITLE TO NEW INVENTIONS: If this is a Purchase Order for experimental, developmental or research work, Vendor hereby assigns to Company all rights, title and interest for the entire world in and to any invention conceived or first actually reduced to practice during performance of this Purchase Order. Vendor will promptly furnish interest for the entire world in and to any invention conceived or first actually reduced to practice during performance of this Purchase Order. Vendor will promptly furnish Company written disclosure of any such invention and cause to be executed and acknowledged any document required to secure patent therefore.

31. WAIVER: Failure of Company to insist upon strict performance of any conditions of this Purchase Order shall not constitute a waiver of such conditions or a waiver of any default.

32. REMEDIES: In addition to remedies provided elsewhere herein or in the Purchase Order, Company shall have all other rights and remedies available to it under applicable law. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN THE PURCHASE ORDER OR OTHERWISE, IN NO

EVENT SHALL VENDOR BE ENTITLED TO ANY PAYMENT ON ACCOUNT OF LOST PROFITS OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH ANY TERMINATION OF THE PURCHASE ORDER, OR OTHERWISE IN CONNECTION WITH THE PURCHASE ORDER AND THESE TERMS AND CONDITIONS.

33. ATTORNEYS' FEES: In the event of any such action for breach of, to enforce the provisions of, or otherwise involving this Purchase Order, the court in such action shall award a reasonable sum as attorney's fees to the party who, in the light of the issues litigated and the court's decision on those issues was more successful in the action. The more successful party need not be the party who recovers a judgment in the action. If a party voluntarily dismisses an action, a reasonable sum as attorney's fees shall be awarded to the other party.

34. FURTHER ASSURANCES: Vendor will, whenever and as often as Vendor shall be requested to do so by Company, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, any and all such further conveyances, assignments, approvals, consents and any and all other documents and to do any and all other acts as may be necessary to carry out the intent and purpose of this Purchase Order or any document referred to herein.