

**1. AGREEMENT**

- 1.1. Parties. The terms and conditions set forth below, together with those appearing in this purchase order and any attachments hereto, including a Statement of Work or Subcontract Agreement, (collectively, "Order"), constitute an agreement between NSI-MI, LLC or any other related entity identified on the face of this purchase order ("NSI-MI"), and the party identified in the "Order To" box on the face of this purchase order ("Seller").
- 1.2. Precedence. In the event of a conflict between this Order and any other written agreement between the parties and specifically covering the same goods or services, the terms and conditions of such agreement shall prevail to the extent of such conflict. A conflict between the terms set forth herein and those set forth in an SOW will be resolved in favor of the SOW. Notwithstanding the above, this Order shall prevail over any differing or additional terms and conditions proposed by Seller, including, without limitation, those contained in any acknowledgement or invoice.
- 1.3. No Modification. No modification of this Order shall be binding unless in writing and signed by an authorized representative of each party.

**2. PRICES AND PAYMENT**

- 2.1. Price. Seller shall sell to NSI-MI the goods ("Goods") or services ("Services") shown in this Order at the prices specified. Seller certifies that the prices stated herein are not in excess of prices quoted or charged any other purchaser in similar quantities for the same Goods or Services.
- 2.2. Taxes. NSI-MI shall be responsible for any applicable sales taxes and shall include such taxes with the payment or provide Seller with the appropriate information or documentation to support exemption from such taxes. NSI-MI shall have no other or further liability to Seller with respect to any tax, duty, and levy or like imposition for which Seller may be liable as a result of the supply of the Goods or Services.
- 2.3. Payment. Unless indicated otherwise on the face of this purchase order, payment shall be due thirty (30) days after the latter of NSI-MI's receipt of either an appropriate invoice from Seller or the relevant Goods or Services.
- 2.4. Not Acceptance. Payment by NSI-MI shall neither constitute acceptance of the Goods or Services, nor impair NSI-MI's right to inspect such Goods or Services or invoke any available remedies.

**3. SHIPMENT AND DELIVERY**

- 3.1. Shipment Terms. Seller shall ship Goods in the method identified by NSI-MI to permit Seller to meet the delivery date(s) identified by NSI-MI on the face of this purchase order ("Delivery Date"). If Seller ships by any other method, Seller shall pay any resulting increase in the cost of freight. Except as specified below, shipments of Goods shall be FCA (as that term is defined in the Incoterms 2010 handbook) Seller's place of shipment/export, and title and risk of loss or damage shall pass from Seller to NSI-MI upon Seller's delivery of the Goods to the designated carrier at the place of shipment/export. If freight charges and duties are included as part of the purchase price, shipment shall be DDP, and title and risk of loss or damage shall pass from Seller to NSI-MI upon Seller's delivery of the Goods to the "Ship To" address identified by NSI-MI on the face of this purchase order.
- 3.2. Costs. Except as otherwise provided in this Order, NSI-MI shall bear all shipping and transport expenses. Seller shall bear all expenses related to handling, packing, packaging, loading and delivery of Goods to the designated carrier, and loading of Goods onto carrier's conveyance.
- 3.3. Packaging. Seller shall handle, pack and package the Goods so as to protect the Goods from loss or damage, in conformance with good commercial practice, NSI-MI specifications, government regulations (including those applicable to chemicals and hazardous materials) and other applicable requirements. Seller shall be responsible for any loss or damage due to its failure to handle, pack and package the Goods in a proper and lawful manner; NSI-MI shall not be required to assert any claims for such loss or damage against the carrier involved. In each shipment, Seller shall include a packing list that contains the following: (a) this Order number; (b) the NSI-MI part number; (c) the quantity shipped; and (d) the requested delivery date. Seller's invoice must agree with the information on the packing list.
- 3.4. Prospective Failure. Failure to meet the Delivery Date specified on the face of this Order shall constitute a breach of this Order. Seller shall give NSI-MI notice of any prospective failure to ship Goods or provide Services in time to meet the Delivery Date. If only a portion of Goods is available for shipment to meet the Delivery Date, Seller shall ship the available Goods unless directed by NSI-MI to reschedule shipment. If only a portion of the Services can be performed on the Delivery Date, Seller shall perform such Services unless directed by NSI-MI to reschedule performance. Partial deliveries shall be deemed late shipments and be considered complete only when all Goods and Services have been shipped. Notwithstanding the above, upon Seller's notice of any prospective failure to ship Goods or provide Services in time to meet the Delivery Date, NSI-MI reserves the right to terminate the Order and any subsequent Orders without any charge or liability.
- 3.5. Late Shipment. If, due to Seller's failure to ship Goods in a timely manner, the identified method of transportation would not permit Seller to meet the Delivery Date, Seller shall ship the Goods by air transportation or other means acceptable to NSI-MI and shall pay for any resulting increase in the cost of freight.
- 3.6. Non-Complying Goods. Seller shall be responsible for all risk and expenses, including transportation charges, associated with (a) the return of all Non-Complying Goods (as defined in section 6.1 below), over shipments, and early shipments returned by NSI-MI to Seller; and (b) the shipment to NSI-MI by Seller of all repaired, replacement and reworked Goods.

**4. CHANGES**

- 4.1. Change or Cancellation. NSI-MI may at any time make changes within the general scope of this Order in drawings, specifications, designs, delivery schedules, quantities, place of delivery, and packing and shipping instructions related to this Order. If any such change causes a variation in the cost of furnishing the Goods or Services covered hereby, and/or in the time required to perform this Order, an equitable adjustment in price and/or delivery schedule shall be negotiated with Seller. No claim by Seller shall be valid unless submitted within 15 days from the date notice of any such change is received by Seller. NSI-MI personnel may from time to time render assistance or give technical advice to, or exchange information with, Seller's personnel concerning this order. Such assistance, advice, statements, or exchange of information shall not constitute a waiver with respect to any of Seller's obligations or NSI-MI's rights hereunder or be authority for any change in the Goods or Services called for hereunder.
- 4.2. No Process or Design Changes. Seller shall not, without the prior written consent of NSI-MI, make any process or design changes affecting the Goods.

**5. QUALITY AND WARRANTY**

- 5.1. Quality Control. Seller shall maintain an objective quality program for all Goods and Services in accordance with best business practices and any general specification set forth in this Order or otherwise specified by NSI-MI. When critical items or key characteristics are identified on NSI-MI's specifications, Seller shall have a process for ensuring that these items or characteristics conform to the specifications. Seller shall flow down to their external providers applicable requirements including NSI-MI and customer requirements.
- 5.2. Conformance Defects and Liens. Seller warrants that all Goods and Services shall (a) conform strictly to the specifications, design criteria, descriptions, drawings, samples and other requirements described or referenced in this Order or provided by Seller; (b) be free from defects in design, materials and workmanship; and (c) be free of all liens, encumbrances and other claims against title.
- 5.3. Non-Infringement Warranty. Seller warrants that all Goods and Services do not and shall not infringe any patent, trademark, copyright, trade secret or other intellectual property right of a third party.
- 5.4. General Warranties. Seller warrants that (a) Goods are new and do not contain any used or reconditioned parts or materials, unless otherwise specified or approved by NSI-MI; (b) Goods are manufactured by or for the original manufacturer and do not contain any counterfeit materials. (c) Goods and results of the Services do not use or incorporate any freeware, shareware or open source software, unless otherwise specified or approved by NSI-MI; and (d) all Services shall be performed in a professional manner.
- 5.5. Counterfeit Items. Seller warrants that the Goods delivered pursuant to this Order shall (i) be and only contain materials obtained directly from the Original Component Manufacturer or the Original Equipment Manufacturer (collectively, the Original Manufacturer (OM)) or an authorized OM reseller or distributor (collectively, an Authorized Distributor); (ii) not be or contain Counterfeit Items or Suspect Counterfeit Items, as defined below; and (iii) contain only authentic, unaltered OM labels and other markings. Seller shall obtain and retain all documentation required to fully trace the distribution and sale of the goods delivered hereunder back to the relevant OM, and, on request of NSI-MI, shall provide such authenticating documentation. Counterfeit Item means an unlawful or unauthorized reproduction, substitution, alteration, or the false identification of grade, serial number, lot number, date code, or performance characteristic, that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified item from the OM, an Authorized Distributor, or an Aftermarket Manufacturer as defined in SAE AS5553 "Counterfeit Electronic Parts; Avoidance, Detection, Mitigation, and Disposition" (Authorized Aftermarket Manufacturer). A Suspect Counterfeit Item means an item for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the item is authentic. Seller warrants that it will not act as or engage an independent distributor, non-authorized distributor, non-franchised distributor, non-authorized supplier, or non-authorized reseller (collectively, Broker), to assist it in delivering Goods pursuant to this Order unless NSI-MI provides prior written approval to do so. Seller shall include the substance of this Section in any agreement between Seller and Seller's lower tier subcontractors.
- 5.6. Duration of Warranties. Seller's warranties of conformance, defects and liens shall be in effect for the longer of either (i) Seller's normal warranty period, (ii) one year following the date of acceptance of the Goods or Services by NSI-MI, or (iii) the period stipulated in this Order. All other warranties provided by Seller under this Order shall be in effect perpetually.

**6. NONCOMPLYING GOODS AND SERVICES, TERMINATION**

- 6.1. Repair, Replacement or Rework. In addition to the remedies specified in Section 10 below, if any Goods or Service is defective, includes counterfeit items or otherwise not in conformity with the requirements of this Order, NSI-MI may either (a) return the Non-Complying Goods for repair, replacement or reworking at Seller's expense; (b) repair the Non-Complying Goods itself and recover its reasonable

expenses of repair from Seller; or (c) require Seller to re-perform the Services at Seller's expense.

6.2. **Failure to Provide Complying Goods or Services.** If Seller fails to return repaired, replacement or reworked Goods to NSI-MI or to re-perform the Services within ten working days, NSI-MI may reject the Non-Complying Goods or Services, and Seller shall reimburse NSI-MI all associated costs paid by NSI-MI. If NSI-MI rejects the Non-Complying Goods or Services, NSI-MI may terminate this Order.

6.3. **Termination.** NSI-MI may terminate this Order in whole or in part at any time by written or electronic notice to Seller. The notice will state whether the termination is for the convenience of NSI-MI or because of the failure of the Seller to fulfill its obligations hereunder. If the termination is for the convenience of NSI-MI, NSI-MI will reimburse Seller for the actual direct and indirect costs incurred by Seller in good faith in the performance of this Order prior to or by reason of such termination, less any amount representing the value of useable inventory or salvage. In no event shall reimbursement plus payments previously made exceed the total price specified in the Order. If the termination is because of the failure of Seller to fulfill its obligations hereunder, NSI-MI shall have the right to charge Seller with the extra costs of obtaining elsewhere items similar to those that should have been delivered by Seller and the right to exercise any other appropriate remedies available under law.

## 7. INTELLECTUAL PROPERTY, CONFIDENTIAL INFORMATION AND INDEMNIFICATION

7.1. **Intellectual Property.** "Intellectual Property" or "IP" shall mean all inventions, patents (including without limitation applications divisions, reissues, reexaminations, terms extensions, continuations, and any foreign counterparts), works of authorship, copyrights (including without limitation registrations, applications and derivatives), trademarks, designs, processes, mask works, trade secrets, domain names, proprietary technical information and other similar proprietary information tangible and intangible, whether or not registered or registrable. "Pre-existing IP" means IP conceived or developed prior to or independent of performance of this Order. Seller will retain full right, title and interest in and to any Pre-existing IP. Seller hereby agrees to and does irrevocably assign and transfer to NSI-MI all of its worldwide IP in and to all results of the Services. At NSI-MI's sole expense, Seller shall execute any documents and take all additional steps as reasonably requested by NSI-MI to perfect, record, and register such assignment. Seller hereby grants to NSI-MI a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, transferable license with right to sublicense any Pre-existing IP to the extent necessary for NSI-MI's full enjoyment and commercial exploitation of the results of the Services performed or for any software included in Goods delivered.

7.2. **Infringing Goods and Services.** If NSI-MI's use of any Goods or receipt of any Service is enjoined because of any actual or claimed infringement of patent, trademark, copyright, trade secret or other intellectual property right of a third party (collectively, "Infringing Product"), Seller shall at its expense use its best efforts to procure the right for NSI-MI to continue using or receiving the Infringing Product. If Seller is unable to do so, Seller shall at its expense (a) replace the Infringing Product with non-infringing goods or service (as applicable) without loss of functionality; (b) modify the Infringing Product to be non-infringing; or (c) if unable to replace or modify the Infringing Product, refund in full all costs paid by NSI-MI for the Infringing Product and reimburse NSI-MI upon demand for all additional costs incurred by NSI-MI in purchasing any replacement goods or services.

7.3. **Confidential Information.** Except as required to supply Goods or Services pursuant to this Order or as otherwise instructed by NSI-MI, Seller shall not use or disclose any confidential information of NSI-MI. Confidential information includes, without limitation, all information designated by NSI-MI as confidential; all information or data concerning NSI-MI's Goods (including the discovery, invention, research, improvement, development, manufacture or sale thereof) or general business operations (including costs, forecasts, profits, pricing methods and processes); and any other information that is of such a nature that a reasonable person would believe it to be confidential.

7.4. **NSI-MI Property.** All materials and tools furnished or paid for by NSI-MI shall be the property of NSI-MI, shall be subject to removal at any time without additional costs upon demand by NSI-MI, shall be used only in filling orders from NSI-MI, shall be kept separate from other materials or tools and shall be clearly identified as the property of NSI-MI. Seller assumes all liability for loss or damage while in its possession with the exception of normal wear and tear, and agrees to supply detailed statements of inventory upon request by NSI-MI.

7.5. **Drawings and Specifications.** NSI-MI shall at all times have title to all drawings and specifications furnished by NSI-MI to Seller and intended for use in connection with this order. Seller shall use such drawings and specifications only in connection with this order and shall not reproduce or disclose such drawings and specifications to any person, firm, or corporation other than Seller's employees, subcontractors, or Government inspectors as necessary for the performance of this order. The Seller shall at NSI-MI's request or upon completion of the order, promptly return all drawings and specifications and all copies thereof to NSI-MI. Seller shall impose and enforce these use restrictions on its employees, subcontractors, and suppliers.

7.6. **Indemnification.** Seller shall indemnify and hold NSI-MI, its officers, directors, agents, employees, subsidiaries, affiliates, and any subsequent owner or lessee of any item delivered hereunder, harmless from any loss, damage, liability and expense (including court costs and reasonable attorney's fees) resulting from Seller's or its agent's, employee's or subcontractor's (i) non-compliance with all laws and regulations governing conduct in reference to this Order; (ii) breach or alleged breach of any of the warranties made by Seller; (iii) on account of damage to property, including the property of NSI-MI; and (iv) injuries (including death) to any persons (including Seller's employees) arising from any occurrence caused by any tortious act or omission of the Seller, its agents, employees, or subcontractors. Seller further agrees to indemnify and hold the aforesaid indemnities harmless from any and all loss, damage, liability, and expense (including court costs and reasonable attorney's fees) arising from any claim, demand or legal action based on an allegation that the manufacture, use or sale of any item delivered hereunder infringes any patent, copyright, or other intellectual property right of a third party. Seller shall have the right, at its expense, to defend said claims, provided, that before yielding the defense of a claim, NSI-MI may require that adequate security be furnished against any potential resulting judgments.

## 8. LEGAL COMPLIANCE

8.1. **General Compliance.** Seller shall comply with all applicable laws, rules, regulations and product safety requirements including the FAIR LABOR STANDARDS ACT OF 1938, as amended, OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 as amended, and the CONSUMER PRODUCTS SAFETY ACT, as amended.

8.2. **Procurement Regulations.** If the Goods and Services are to be sold by NSI-MI under a contract or subcontract ultimately with the US Government, all applicable procurement regulations required by US law, regulation or by said Government contract or subcontract are to be included herein including all FAR and DFAR clauses. Such included terms shall prevail over any other terms and conditions of this Order that are inconsistent, and Seller agrees to furnish NSI-MI, upon request, certificates in such form as NSI-MI may require certifying that Seller is in compliance with the US Government terms and conditions.

8.3. **Import/Export Compliance.** Seller shall comply with all applicable import and export requirements, and shall furnish to NSI-MI, upon request, information or documentation of Seller's compliance, as well as any other information or documentation required to enable NSI-MI to comply with such requirements applicable to its receipt of any Goods. Upon NSI-MI's request, Seller shall provide NSI-MI with an appropriate certification stating the country of origin for Goods, sufficient to satisfy the requirements of (a) the customs authorities of the country of receipt; and (b) any applicable export licensing regulations, including those of the United States.

8.4. **Applicable Law** – This order shall be governed by the laws of the State of Georgia.

## 9. BREACH

9.1. **Breach by Seller.** If Seller breaches any provision of this Order, NSI-MI may terminate the whole or any part of this Order, unless Seller cures the breach within ten (10) working days after receipt of NSI-MI's notice of breach.

9.2. **Definition of Breach.** The term "breach" shall, without limitation, include (a) any proceeding, whether voluntary or involuntary, in bankruptcy or insolvency by or against Seller; (b) the appointment, with or without Seller's consent, of a receiver or an assignee for the benefit of creditors; (c) Seller's failure to provide NSI-MI, upon request, with reasonable assurances of performance; or (d) any other failure by Seller to comply with this Order.

## 10. MISCELLANEOUS

10.1. **No Assignment.** Seller shall not assign nor subcontract its rights or obligations without NSI-MI's prior written consent. Any attempted delegation or assignment shall be void.

10.2. **Waiver.** The waiver of any term or condition of this Order must be in writing. No such waiver shall be construed as a waiver of any other term or condition, nor as a waiver of any subsequent breach of the same term or condition.

10.3. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, UNLESS EXPRESSLY PROVIDED OTHERWISE, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY. NOTWITHSTANDING THE FOREGOING, SELLER SHALL BE RESPONSIBLE FOR ANY DAMAGES OF ANY KIND UNDER SECTIONS 8 AND 9 ABOVE AND FOR CLAIMS OF BODILY INJURY OR DEATH.

10.4. **Non-Restrictive Relationship.** Nothing in this Order shall be construed to preclude NSI-MI from producing, distributing or marketing the same or similar goods or services as the Goods or Services provided under this Order or purchasing such same or similar goods or services from other third parties.

10.5. **Severability.** If a body of competent jurisdiction holds any term or provision of this Order to be invalid or unenforceable, such term or provision will be construed, limited or, if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability, and the other provisions of this Order will remain in full force and effect.

10.6. **Insurance.** When providing Services to NSI-MI, Seller will secure and maintain insurance providing coverage for liabilities to third parties for bodily injury (personal injury) and damage to property in amounts sufficient to protect NSI-MI in the event of such injury or damage and will be in compliance with any and all laws, regulations or orders. Seller further will maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations to Seller in the jurisdiction or jurisdictions in which Seller's operations take place.