

DSSI PURCHASE ORDER TERMS AND CONDITIONS

DSSI, L.L.C., a Delaware limited liability company ("DSSI"), provides procurement services to its customers ("Customer(s)"). These DSSI Purchase Order Terms and Conditions ("Terms"), together with any applicable supplements identified by DSSI, apply to all purchases of goods ("Products") or services ("Services") to be provided to Customers by a supplier ("Supplier"), and are incorporated into and form a part of each purchase order or purchase order supplement ("Purchase Order") issued by DSSI to a Supplier on behalf of a Customer, except to the extent expressly provided otherwise in the Purchase Order. DSSI's services to the Customers include procuring Products and Services on behalf of the Customers and processing payment for such Products and Services. The Products and Services covered by a Purchase Order are provided by Supplier for the benefit of the Customer identified in the "ship-to" address in such Purchase Order. These Terms shall be supplemented by the terms and conditions of that Customer ("Customer Terms"). The Customer Terms are posted on the respective websites of such Customer and are incorporated herein by reference. In the event of any conflict between these Terms and the Customer Terms, the Customer Terms shall prevail. These Terms supplement any other written agreement between DSSI and Supplier and, in the event of any inconsistency between these Terms and the terms of such other written agreement, the terms of the written agreement shall prevail. Notwithstanding the foregoing, DSSI's payment terms with Supplier shall govern the payments made to Supplier for the benefit of the Customer. Supplier acknowledges and agrees that these Terms are incorporated in, and a part of, each Purchase Order. If Supplier commences any of the work or services that are the subject of a Purchase Order or ships the requested goods being purchased, Supplier shall be deemed conclusively to have accepted these Terms in their entirety and without modification. These Terms may not be modified without DSSI's prior written consent. These Terms are effective as of October 27, 2023, and shall remain in effect until amended Terms are posted on the DSSI website.

1. Products and Services Purchase Orders. All Purchase Orders shall be deemed accepted by Supplier immediately upon Supplier's commencement of any of the work or Services that are the subject of a Purchase Order or shipment of any Products set forth in the Purchase Order and are accepted at the price set forth or calculated on such Purchase Order ("DSSI Price"). Purchase Orders may be transmitted to Supplier via mail, facsimile or electronically. Minimum order quantities or dollar amounts typically imposed by Supplier on its other customers shall not apply to DSSI and its Customers. Estimates or forecasts of anticipated purchases, which may from time-to-time be furnished by DSSI or the Customers to Supplier, shall not constitute a commitment or guarantee by DSSI or the Customers to purchase any quantity of Products or Services from Supplier beyond those expressly identified in a Purchase Order, and are not intended to, and shall not be asserted or construed to, grant to Supplier an exclusive right to provide to DSSI and its Customers any Products or Services. Supplier shall not substitute or modify any Products or Services without DSSI's and/or Customer's prior written consent. Customer or DSSI may return to Supplier any Products which are supplied in excess of quantities ordered, at Supplier's expense. All Products not free from defects in materials or workmanship, or not fully up to standard and not in compliance with the specifications hereof, or shipped contrary to instructions, or in excess of the quantities herein provided, or substituted for Products described, or not shipped in containers conforming to Customer's specifications (or, in the absence of such specifications, in recognized standard containers), or allegedly violated any statute, ordinance, or administrative order, rule, or regulation (collectively "Non-conforming Products"), may be rejected by DSSI or Customer and returned or held at Supplier's expense and risk. Customer and or DSSI may charge to Supplier all expense of inspecting, unpacking, examining, repacking, storing, and reshipping any goods rejected as aforesaid. Non-conforming Products shall be subject to a minimum charges of US \$350.00 per instance. These Terms shall control over any conflicting terms in a quotation, receipt, acknowledgement, acceptance or proposal from Supplier.

2. Invoices and Payment. All Products and Services provided by Supplier are for delivery to, and the benefit of, the applicable Customer. Payment to Supplier shall be made, at DSSI's option (i) within thirty (30) days after either DSSI's receipt of payment from Customer or Customer's acknowledgement of receipt to DSSI, or (ii) in accordance with the payment terms set forth in DSSI's Purchase Order. Without limiting the foregoing, payment shall not constitute an acceptance of Products or Services which fail to meet applicable specifications, nor shall payment impair DSSI's or its Customers' right to assert any legal or equitable remedy. It is the Supplier's obligation to obtain the Customer's acknowledgement of receipt of Products and Services in order to obtain payment for goods or services. Supplier shall provide DSSI with shipment tracking information or proof of delivery for each item shipped. Notwithstanding anything in these Terms to the contrary, if the Customer fails to pay for any Products or Services, DSSI shall not be obligated to pay Supplier and Supplier's sole recourse shall be against the Customer. DSSI may satisfy in full any payment obligation to Supplier arising out of Customer's order to DSSI by assigning to Supplier, without recourse, a portion of the account receivable owed by Customer equivalent to the amount of the Supplier's invoice for the Products or Services delivered by Supplier to Customer pursuant to the DSSI Purchase Order. Supplier shall provide to DSSI daily notices for shipments and weekly (at a minimum) invoices for all shipped orders ("Invoice Date"). The Invoice Date may be adjusted to the date that a correct and complete

invoice is received by DSSI or to the date that Customer has acknowledged receipt of the Products or Services. Supplier shall use its best efforts, at its own cost, to provide notices of shipment and invoices in an electronic format (such as File Transfer Protocol ("FTP") or Electronic Data Interchange ("EDI")) regularly used by DSSI, or, if a Supplier is unable to send such information in an acceptable electronic format, submit the required information via DSSI's web based system. Manual invoices will not be accepted by DSSI. Time and material or variable invoice amounts must include detailed worksheets which have been approved in writing by the Customer. Notwithstanding DSSI's payment or partial payment of any invoice, DSSI, at its option, may credit back, offset or request a return payment for any amounts DSSI has paid, and Supplier shall promptly refund to DSSI any payment made by DSSI if a Customer disputes an item or otherwise fails to pay for an item for any or no reason. Customer disputes may include, without limitation, orders not received, short or over shipments, items of inferior quality, incorrect items ordered or delivered, damaged items or poor Services as determined by the Customer. In addition to any right of setoff or recoupment provided by law, all amounts due to Supplier shall be net of any indebtedness of Supplier due to DSSI and DSSI shall have the right to setoff against, or recoup from any amounts otherwise due to Supplier, the amounts due to DSSI.

3. Non-Disclosure. Supplier shall keep all information confidential and not, directly or indirectly, disclose to third parties, or use for its own benefit the identity of DSSI's Customers, the DSSI Price, any Customer information, or any information related to the Products or Services covered by these Terms, whether or not expressly denominated as confidential or proprietary. Supplier shall not, without expressed prior written permission from both DSSI and Customer, advertise or disclose in any way that DSSI or its Customer is a customer of Supplier. Supplier shall only provide DSSI, and not Customer, with DSSI Price(s). DSSI may disclose the DSSI Price to Customer(s) without notice to or permission of Supplier. Supplier shall reimburse DSSI for all expenses incurred due to Supplier's improper disclosure of the DSSI Price(s) to the Customer.

4. Customer Quotes. DSSI may price directly or indirectly to Customers via electronic catalog or other method. DSSI may consign, resell, lease, rent, loan, assign, sublicense or transfer, as the case may be, Products or Services to its Customers hereunder.

5. Packing/Transportation/Shipping. Time is of the essence, and Supplier shall deliver the ordered Products to the Customer, or perform the Services for the Customer location, worldwide, as specified on the Purchase Order, and pursuant to the pricing, timing and delivery instructions on such Purchase Order. Supplier shall immediately notify DSSI and Customer in the event of any delay in the delivery of Products or Services. Supplier shall properly pack, mark, load and ship good as instructed by DSSI, its Customer or any carriers (as such may be identified or selected by DSSI or its Customer). Packing slips shall not include the DSSI Price(s). Supplier shall (a) not charge for costs relating to handling, packaging, storage or transportation (including duties, taxes, fees, etc.) unless specifically instructed under the terms of the Purchase Order; (b) provide packing slips with each shipment that identify the Purchase Order number, Customer reference number, requisitioner's name (Req Name), item description, items, and quantities as indicated on the Purchase Order; and (c) provide any other information with respect to each shipment as DSSI or Customer instructs. Supplier shall include on bills of lading or other shipping receipts the correct classification identification of the goods shipped as DSSI, its Customers or the transportation carrier requires. The marks on each package and identification of the Products on packing slips, bill of lading and invoices must be sufficient to enable DSSI and its Customer to easily identify the Products or Services. Supplier shall reimburse DSSI (or its Customer, as the case may be) for all expenses incurred due to Supplier's improper packing, marking, loading, routing, or shipment of the Products. If Supplier's acts or omissions result in Supplier's failure to meet DSSI's delivery requirements and DSSI or Customer requires a more expeditious method of transportation for the Products other than the transportation method originally specified by DSSI, Supplier shall ship the Products as expeditiously as possible at Supplier's sole expense. Delivery shall not be complete until Products have been actually delivered to, and acknowledged by, the Customer as received, and Supplier has provided DSSI with electronic notification of delivery or an invoice. FOB destination is required unless otherwise specified on the Purchase Order, and Supplier shall bear the risk of loss or damage in transit. Supplier shall indemnify and hold DSSI and/or the Customer harmless from any loss, costs or damages arising from or relating to Supplier's breach of any of its obligations under this Section 5. This Section 5 shall indefinitely survive the term of these Terms and the delivery of, and payment for, the Products or Services.

6. Pricing/Price Protection. Supplier represents and warrants to DSSI that the DSSI Price is no less favorable than Supplier currently extends to any other customer for the same or substantially similar Products or Services in substantially similar quantities. Should the price of any Product or Service subject to a Purchase Order be reduced by Supplier prior to receipt by Customer of such Product or Service, Supplier shall correspondingly reduce the price to DSSI for such Products or Services. If Supplier offers for sale or provides any Product or Service to a third party at a lower price than the DSSI Price as set forth or calculated in accordance with the Purchase Order, the DSSI Price shall automatically be reduced to the

lower price. The DSSI Price for Products and Services shall not increase for a period of one year. During the Term of the Purchase Order, Supplier agrees not to ask for any price increase, regardless of the cause or reason. Further, unless otherwise approved in writing by a duly authorized representative of DSSI, such requests for price increases shall have no effect. Supplier represents that it will fully disclose to DSSI, and give DSSI a pro-rata share (unless otherwise agreed in writing by an authorized representative of DSSI) of any and all discounts, refunds, rebates, credits, allowances or other financial or related incentives or payments Supplier provides to any other customer that is related to the Products and Services hereunder.

7. Warranties. Supplier represents and warrants to DSSI and Customer that it has the lawful right to sell or license the Products in accordance with these Terms and, for a minimum period of ninety (90) days (or Supplier's standard warranty period, whichever period is longer) after acceptance by DSSI or Customer, that the Products conform to their applicable specifications and are free from defects in materials and workmanship, and that Supplier shall provide attendant Services in a professional manner. Supplier agrees to pass through any warranties applicable to the Products or Services to Customer. For any Products or Services that do not conform to the warranties set forth in these Terms, Supplier shall, at DSSI's or Customer's option and in addition to any other remedies available to DSSI or Customer, repair, replace or accept for return and credit such non-conforming Products or Services. Supplier further warrants that it will not substitute other products or services for the specified Products or Services without the prior written consent of DSSI or the Customer. The foregoing warranties shall survive Customer's acceptance and inspection of the Products and Services. Supplier warrants to DSSI that acceptance of any Purchase Order and performance of its obligations under these Terms will be in accordance with, and not cause Supplier to violate, any agreements to which Supplier is a party, any international, national, provincial, regional, state or local law and regulations; and any order of any court of competent jurisdiction. Supplier shall indemnify and hold DSSI harmless from any loss, costs or damages arising from or relating to Supplier's breach of this Section 7, including reasonable attorney's fees and costs. This Section 7 shall indefinitely survive the term of these Terms and the delivery of and payment for the Products or Services.

8. Limitation of Liability. Except as may otherwise be agreed in writing, neither party shall be liable to the other for amounts representing indirect, consequential, special, or punitive damages; the foregoing shall not, however, limit Supplier's obligations set forth in any other agreements between the parties. The obligations of Supplier to DSSI and Customer survive termination of any agreements between the parties.

9. Entire Agreement. These Terms, any duly executed written agreements between Supplier and DSSI, the Services Addendum and the Licensed Software Addendum, together with the other terms set forth on the Purchase Order issued to Supplier, shall constitute the entire agreement between the parties related to the purchase of the Products or Services forming the subject matter of a Purchase Order. No additional terms shall apply unless agreed to in writing and signed by a duly authorized DSSI representative. Without limiting the foregoing, all terms and conditions proposed, acknowledged by Supplier or incorporated in Supplier's quotation, acknowledgement, invoice or otherwise that are different from, or in addition to, these Terms are unacceptable to DSSI, are expressly rejected by DSSI and shall not become a part of these Terms or apply to any transactions between the parties. These Terms are to be construed according to the laws of the country and state or province, if applicable, from which the Purchase Order was issued, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and excluding any choice of law provisions that require application of any other law. Any action or proceedings by DSSI against Supplier may be brought by DSSI in any court(s) having jurisdiction over Supplier or, at DSSI's option, in the court(s) having personal jurisdiction over DSSI's location, in which event Supplier consents to jurisdiction and service of process in accordance with applicable procedures. Any actions or proceedings by Supplier against DSSI may be brought by Supplier only in the court(s) having personal jurisdiction over the location of DSSI from which the purchase order is issued.

10. Notices. Any notice given pursuant to this Agreement shall be given in writing to the parties at the "supplier" and "bill to" address set forth on the Purchase Order.

11. Severability. If a provision in these Terms is found by a court of competent jurisdiction to be illegal or unenforceable, it shall not affect any other provision of these Terms and the remaining provisions of these Terms shall remain in full force and effect.

12. Intellectual Property. Supplier represents and warrants that its Products and Services do not infringe on any proprietary right and agrees: (a) to indemnify, defend, and hold DSSI and its Customers harmless from and against any claims of infringement (including patent, trademark, copyright, industrial design right, or any other proprietary right, or misuse or misappropriation of trade secret) and resulting loss, costs, damages and expenses (including reasonable attorney's fees and costs) arising from, or related to, the Products or Services provided by Supplier.

13. Reliance. Each Customer is entitled to rely on the representations, indemnities, warranties, and other provisions contained in these Terms and all warranties for Products or Services shall inure to the benefit of and be enforceable by DSSI and the Customer.

14. Returns. The Customer shall be entitled to return any Supplier's Product acquired for it by DSSI, at no additional charge and for a full refund, within thirty days of receipt (or Supplier's standard return period, whichever period is longer), or within 30 days of the Customer's use, accounting for normal shelf life of the Product, if the Product is of inferior quality (as determined by Customer), if the Product is not compatible with the Customer's system or if the Product was ordered in error. Supplier shall be responsible for return and replacement shipment costs if the Product is of inferior quality or is not compatible with the Customer's system. Neither the Customer nor DSSI shall be responsible to Supplier for any Product shipped or Services performed without a Purchase Order.

15. No Waiver. The failure by DSSI at any time to require performance by Supplier of any provision of these Terms shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of Supplier's breach of any provision of these terms and conditions constitute a waiver of any succeeding breach of the same or any other provision.

16. Employees. Supplier shall not, directly or indirectly, hire or solicit for hire, any person who has been employed or engaged by or for the benefit of DSSI at any time within the previous two (2) years from the date of the last purchase order issued by DSSI to Supplier.

17. Assignment and Successors. These Terms are binding upon the parties and their respective successors and permitted assigns. Supplier acknowledges and agrees that DSSI may transfer or assign all of its rights, claims, defenses or obligations under these Terms, in whole or in part, to an entity that it controls, is controlled by or under common control with or to any entity that acquires all or substantially all of the assets of or a controlling equity interest in DSSI or to a surviving entity that merges with DSSI, and such assignee may enforce such rights, claims, defenses or obligations, and Supplier shall have recourse only against such assignee, and not against DSSI, for anything occurring after such assignment. Supplier must receive prior written approval from DSSI to assign any of Supplier's rights and obligations hereunder.

18. Compliance with Laws. Supplier shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances and standards of the country of origin and destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval, performance or certifications of the Products or Services, including, but not limited to, those relating to environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Neither Supplier nor any of its subcontractors shall utilize slave, prisoner or any other form of forced or involuntary labor in the supply of Products or Services under these Terms. Upon DSSI's request, Supplier shall certify in writing its compliance with the foregoing. Supplier shall defend, hold harmless and indemnify DSSI and Customer from and against any liability, claims, demands, damages or expenses (including reasonable attorney's fees and costs) arising from or relating to Supplier's noncompliance with this Section.

19. Chemicals and Hazardous Materials. For any chemicals supplied hereunder, Supplier shall provide a certificate of analysis and Material Safety Data Sheet ("MSDS") with each lot number shipped. With respect to any Products considered a hazardous, restricted, or toxic material under the Toxic Substance Control Act, Supplier warrants compliance with, and agrees to do or provide whatever is necessary for the Customer to comply with the applicable provisions of the such statues and their schedules and regulations, as amended, including but not limited to providing the Customer with disposal/recycling instructions, Material Safety Data Sheets and Certificates of Analysis as prescribed, and labeling Product, as prescribed, prior to shipment.

20. Insurance. Supplier shall maintain at all times an insurance policy providing liability coverage to Supplier, DSSI and Customer, as their interests may appear, for a minimum limit of \$5,000,000 per occurrence to cover death, injury, product liability, general liability, errors and omissions.

21. Construction Rules. The parties agree that any principle of construction or rule of law that provides that any terms and conditions shall be constructed against the drafter of the terms and conditions in the event of any inconsistency or ambiguity in such terms and conditions shall not apply to these Terms.

22. Customs and Related Matters. Credits or benefits resulting or arising from these Terms, including trade credits, export credits or the refund of duties, taxes or fees, shall belong to DSSI or Customer. Supplier shall provide all information necessary (including written documentation and electronic transaction records)

to permit DSSI or Customer to receive such benefits or credits, as well as to fulfill its customs-related obligations, origin marking or labeling requirements and local content origin requirements, if any. Export licenses or authorization necessary for the export of the Products are to be provided by Supplier using any available duty referral or free trade program(s) of the country of export. Supplier shall obtain all export licenses or authorizations necessary for the export of the goods and, in which event, Supplier shall provide all information as may be necessary to enable DSSI or Customer to obtain such licenses or authorization(s).

Supplier agrees to provide all information necessary for DSSI to comply with all applicable laws, regulations and related legal reporting obligations in the country of destination. Supplier agrees to provide all documentation and electronic transaction records to allow DSSI to meet customs-related obligations, any local content/origin requirements, and to obtain all tariff and trade program duty avoidances and refunds benefits, where applicable. Upon request, Supplier shall provide DSSI with NAFTA Certificates of Origin for all components and raw materials supplied. Each Certificate of Origin must include the Product ship-to location as set forth on the applicable Purchase Order.

In the event Supplier's Products are to be imported into the United States, Supplier shall comply with all applicable recommendations or requirements of the Bureau of Customs and Border Protection's Customs-Trade Partnership Against Terrorism ("C-TPAT") initiative. At DSSI's or the Customs Service's request, Supplier shall certify in writing its compliance with C-TPAT recommendations and requirements. Supplier shall indemnify, defend and hold DSSI and Customers harmless from and against any liability, claims, demands or expenses (including reasonable attorney's fees and costs) arising from or relating to Supplier's noncompliance.

23. Force Majeure. DSSI may be excused from performing any of its obligations hereunder, in whole or in part, to the extent that the inability to perform is caused by an act of God, war, riot, civil commotion, explosion, fire, government action, court order, epidemic, communications system breakdown or any other circumstances beyond its reasonable control including, without limitation, the actions or inactions of Customers.

24. Liens. Supplier agrees that no liens or property rights of any shall lie or attach upon or against the Products or Services under these Terms, or any part thereof, for or on account of any Services performed or Products furnished by Supplier pursuant to these Terms. If any lien or encumbrance is asserted against the Products to be delivered under these Terms, or any part thereof, DSSI shall have the right to discharge the same at its sole discretion. In such event, Supplier shall repay to DSSI, upon demand, the amount thus paid by DSSI for the purpose of discharging such claim, plus all administrative and reasonable attorney's fees and costs incurred by DSSI in this connection, plus interest thereon at the rate of 18% per annum until paid. DSSI may withhold payment pending receipt of evidence, in such form and substance as DSSI may direct, of the absence of any liens, encumbrances and claims on the Products or Services.

25. Right to Terminate for Breaches; Convenience. DSSI shall have the right to terminate all or any part of these Terms or all or any part of a Purchase Order, without liability of DSSI to Supplier (a) if Supplier fails to maintain prices competitive with the market; (b) if Supplier repudiates or breaches any of these Terms, including, without limitation, Supplier's warranties in Section 7; (c) if Supplier fails to perform Services or deliver Products as specified by DSSI or Customer in accordance with these Terms; or (d) if Supplier becomes insolvent, bankrupt or executes an assignment in favor of creditors. DSSI shall also have the right to terminate all or any part of these Terms or all or any part of a Purchase Order, without liability of DSSI to Supplier, (a) if a Customer becomes insolvent, bankrupt or executes an assignment in favor of creditors; or (b) for any or no reason.

26. Indemnification. Supplier shall indemnify and hold DSSI and Customer harmless from and against any liability, claims, demands or expenses (including reasonable attorney's fees and costs) for damages to the property of or injuries (including death) to DSSI or Customer, their employees or any other person arising from or in connection with Supplier's performance of work or use of Customer's property, except for such liability, claim, or demand arising out of the sole negligence of Customer.

27. Performance Requirements. All Suppliers shall conform to the performance requirements identified in the DSSI Supplier Performance Expectations Guide, as amended from time to time, as posted on DSSI's web site. Failure by Supplier to conform to the performance requirements may result in the suspension of any status that DSSI has designated to Supplier until such time that Supplier has improved its performance to the levels set forth in these requirements.

28. Supplier Data. Supplier is willing to make its catalog data, graphic illustrations, text, photographs, images and item numbering systems (Supplier Data) available to DSSI and such Supplier Data may be or is

protected by copyright and by law on competition. At all times, Supplier Data are and will remain the property of Supplier. Supplier hereby grants DSSI a limited, non-exclusive, non-transferable, non-sublicensable royalty-free license to copy, modify and display Supplier Data on servers controlled by DSSI for the purpose of publishing and displaying the Supplier Data for use by DSSI in its business of ordering products from Supplier for the benefit of DSSI's customers. DSSI will not modify or remove any of the copyright notices, trade names, trademarks, trade dress, domain names, service marks, logos or other similar indicia of ownership, identity or source (collectively, "Marks") in the Supplier Data.

29. Use of Supplier Data. DSSI will not do anything to impair Supplier's right, title, and interest in and to the Supplier Data or the Marks. DSSI may provide the Supplier Data to a third party engaged by DSSI for the sole purpose of hosting, cleansing or formatting the data for DSSI's exclusive benefit after obtaining Supplier's written permission. DSSI will not assign or transfer any rights granted hereunder or grant any sublicenses not expressly allowed herein. DSSI will not use, post or link any Supplier Data to any third-party website (including for example other merchant sites) in connection with offering any products or services on such site. Supplier believes the information contained within the Supplier Data is accurate at the time provided, Supplier does not make and DSSI may not make any representations or warranties (including any representations or warranties or any information regarding availability, delivery, pricing, characteristics, qualifications or specifications thereof), or provide any information, to any third party regarding any Supplier Products.

30. Supplier Data Ownership. Supplier (or its sub-suppliers) exclusively own all rights, title and interest in and to all copyrights, patents, trademarks, trade secrets, and all other proprietary rights in the Supplier Data. Nothing in these Terms and Conditions grants DSSI any ownership, license or any other interest in any aspect of the Supplier Data other than the rights expressly granted herein. Supplier hereby expressly reserves all rights not expressly granted herein.

31. Supplier Data Confidentiality. DSSI acknowledges that the Supplier's Data is confidential and proprietary information. DSSI will: (a) keep the Supplier Data in confidence, whether as originally disclosed or as modified by DSSI; (b) not disclose, publish or otherwise disseminate Supplier Data to anyone without Supplier's written permission; and (c) take precautionary measures sufficient that such recipients of the Supplier Data are advised of the terms hereof and only use or copy the Supplier Data in accordance with these Terms and Conditions.

Services Addendum

For all Services procured under a Purchase Order, the following terms and conditions, together with the Terms, shall apply:

1. Services. The Purchase Order and the Statement of Work ("SOW"), if any, shall describe the Services to be provided, including such information as the names of personnel, quantity of personnel, quantity of time, skill requirements, time period for work, schedule for the work, standards of performance, unit price, fees and expected results. Services provided must conform to the Purchase Order and the SOW. Supplier will ensure that it has all the necessary resources to provide the Services, including, without limitation, properly trained and licensed personnel, machinery, equipment and materials.
2. Independent Contractor. Supplier is acting as an independent contractor in the performance of Services. Neither Supplier nor any of its employees, agents or subcontractors (collectively, "Supplier's Representatives," and individually, a "Supplier Representative") assigned to provide the Services shall be an agent or employee of DSSI or Customer, nor do these Terms establish a continuing relationship. Supplier's Representatives shall not be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan of DSSI or Customer.
3. Supplier Obligations. Supplier shall at its sole cost and expense compensate Supplier's Representatives performing the Services and shall be responsible for the timely payment of all wages, benefits and taxes. Supplier's Representatives must be United States citizens or lawfully permitted to work in the United States, evidence of which Supplier shall provide to DSSI upon request.
4. Replacement of Supplier's Representatives. DSSI and Customer shall not be required to pay for Services provided by any Supplier Representative if DSSI or Customer requests replacement of such Supplier Representative within ten (10) business days of initial placement. Supplier shall replace such Supplier Representatives within five (5) business days of any request for replacement. DSSI and Customer may

request replacement, for any reason or no reason, of any Supplier Representative providing Services to Customer

5. Standard of Workmanship. All Services shall be performed by competent personnel, shall be of professional quality and consistent with generally accepted industry standards for the performance of such services.

6. Rights. Upon payment to Supplier under these Terms, any invention, written work product and other materials that Supplier delivers to Customer or made or composed by Supplier's Representative while in service to Customer (the "Deliverables") become the exclusive property of the Customer. The Customer shall be the owner of all rights in Deliverables, including, but not limited to, patent rights, trade names, trademarks, service marks and copyrights, both as works in process and as finished products. Any patent or copyright covering Deliverables, if registered, shall be registered in the name of the Customer. The Customer shall have the right to make use of the Deliverables as it shall determine, without payment of any compensation to Supplier other than as provided in the Purchase Order.

Any and all inventions, improvements, discoveries, processes, programs or systems developed or discovered by Supplier (and any portions thereof) shall be the sole, exclusive and absolute property of the Customer, and Supplier and Supplier's Representatives shall have no rights or interests therein. Supplier shall execute, and cause Supplier's Representatives to execute, any necessary documentation to vest all rights to the Customer. All work performed by Supplier shall be deemed "work for hire" and any and all right, title, and interest Supplier may have are hereby assigned to the Customer and the Customer shall have all ownership rights in such work.

To the extent that any preexisting materials of Supplier or Supplier's Representatives are contained in the Deliverables, Supplier grants to the Customer an irrevocable, worldwide, royalty-free license to use such preexisting materials. To the extent that Supplier utilizes any of Supplier Representative's property (including, without limitation, any hardware or software of Supplier or any Supplier Representative or any proprietary or confidential information of Supplier or any Supplier Representative or any trade secrets of Supplier or any Supplier Representative) in performing Services under the Purchase Order, such property remains the property of Supplier or the Supplier Representative and, except for the license granted to the Customer in the preceding sentence, the Customer will acquire no interest or right in such property.

Supplier represents and warrants that it has all necessary rights to grant the Customer the rights to the Deliverables as set forth above, without violating or infringing upon any third party's intellectual property or proprietary rights. The Supplier shall obtain all necessary employee or third-party agreements to ensure it has such rights, including, without limitation, any moral rights.

Supplier agrees to defend, hold harmless and indemnify DSSI, its successors and Customers against any claims of infringement (including patent, trademark, copyright, industrial design right, or other proprietary right, or misuse or misappropriation of trade secret) and resulting damages and expenses (including reasonable attorney's fees and costs) arising in any way in relation to the Services or the Deliverables. Supplier expressly waives any claim against DSSI or Customer that such infringement arose out of compliance with the Customer's specification.

7. Indemnification. Supplier shall indemnify, defend and hold DSSI harmless from and against any and all damages, loss, costs, liability, claims, demands and expenses (including reasonable attorney's and costs) arising out of or from the acts or omissions of the Supplier or Supplier's Representatives.

8. Confidentiality. Supplier and Supplier's Representatives may be exposed to confidential and trade secret information of DSSI or a Customer. All such data, whether or not marked confidential or trade secret, shall be and remain the exclusive property of DSSI or Customer, and Supplier shall have no rights or interests therein. Supplier and Supplier's Representatives agree not to disclose or use this information for any other customer or purpose. Confidential Information includes, without limitation, processes, business information, inventions, discoveries, financial information, pricing policies, names of employees, personnel policies and all other information of DSSI and Customers. Supplier agree that all memoranda, notes, records, drawings, documents and other material made or compiled by Supplier and Supplier's Representatives shall remain the property of DSSI or Customer and shall be delivered or returned to DSSI or Customer upon termination or completion of any Services.

Supplier further agrees to indemnify and hold DSSI and Customer harmless from any all liabilities, damages, fines, penalties, costs, claims, demands and expenses (including costs of defense, settlement and

reasonable attorney's fees and costs), arising out of the disclosure or improper use of DSSI's or Customer's Confidential Information by Supplier or Supplier's Representatives. Supplier shall immediately notify DSSI or Customer upon learning of any unauthorized use or disclosure of any of DSSI's or Customer's Confidential Information.

Supplier recognizes that the disclosure of DSSI's or Customer's Confidential Information may give rise to irreparable injury and acknowledges that remedies other than injunctive relief may not be adequate. Accordingly, Supplier agrees that DSSI and Customer would be entitled to equitable and injunctive relief to prevent the unauthorized disclosure of any of DSSI's or Customer's Confidential Information, as well as the right to such damages or other relief as is occasioned by such unauthorized use or disclosure.

In the event Supplier is required to disclose DSSI's or Customer's Confidential Information in connection with any judicial proceeding or government investigation, then Supplier shall promptly notify DSSI or Customer and allow a reasonable time for DSSI or Customer to seek a protective order from the appropriate court or government agency. Thereafter, Supplier may disclose DSSI's or Customer's Confidential Information to the extent required by law, subject to any applicable protective order.

In addition, Supplier recognizes that its close association with the Customer's personnel and access to the Customer's Confidential Information in the course of performing Services may enable Supplier to evaluate publicly available information about the Customer from an insider's perspective and that the Customer's proprietary information would be revealed if such evaluations were published. Therefore, Supplier agrees not to publish, or help anyone publish, anything whatsoever about the Customer concerning the subject matter of the Purchase Order or SOW, except with the prior written consent of DSSI or Customer.

9. Supplier's Representatives. Supplier shall obtain from each Supplier's Representative providing Services a written confidentiality and assignment of rights agreement consistent with the Terms, and Supplier shall provide a copy of such agreement to DSSI upon request.

When, in the performance of the Purchase Order, Supplier's Representatives are to be located at a DSSI or Customer site, Supplier will furnish a complete list of all personnel to be located at the DSSI or the Customer site and Supplier shall be responsible for all actions of Supplier's Representatives. Supplier agrees to comply with all regulations and policies at the DSSI or Customer site, and DSSI or Customer reserves the right to bar Supplier's Representatives from a DSSI or Customer site for failure to observe such regulations and policies.

10. Charges. Charges shall be inclusive of any additional fees, overtime, travel and expenses unless approved in advance and in writing by DSSI or Customer in the form of a Purchase Order for such additional fees. Services shall be invoiced monthly, in arrears, and will be paid for in accordance with the Terms and if the performance of the Services has been approved by the applicable Customer.

11. Drug Testing. Upon the reasonable request of DSSI or Customer, Supplier shall cause any of Supplier's Representatives who are, or will be, performing Services at a DSSI or Customer site to be tested for the presence of illegal drugs. Unless prohibited by law or contract, Supplier shall cause Supplier's Representative's drug testing results to be transmitted to DSSI within ten (10) days after the results are available. Supplier shall not use any Supplier's Representative on a DSSI or Customer site if the results of such Supplier's Representative's drug test indicate the presence of any illegal drug.

12. Substance Abuse. Supplier shall ensure that no Supplier's Representative is impaired by the use of drugs or alcohol while performing Services at a DSSI or Customer site. Supplier shall immediately remove any Supplier's Representative who is so impaired to any degree.

13. Background Investigation. Supplier shall cause a lawful background investigation to be obtained on all Supplier's Representatives who may perform Services on-site at a DSSI or Customer location. Such background investigation shall include criminal, and, as applicable, education, driving, credit and employment histories. Supplier shall not use Supplier's Representatives with unfavorable results from such investigations on any DSSI or Customer site.

14. License. Supplier represents and warrants that any Services requiring a license by the federal, state or local authority shall only be performed by persons holding such required license. Supplier shall obtain all necessary permits for any Services performed hereunder at no additional charge to DSSI or Customer unless such charge is specifically quoted and agreed to with or prior to the issuance of the applicable Purchase Order.

Licensed Software Addendum

For all Licensed Software to be purchased pursuant to a Purchase Order, the following terms and conditions, together with the Terms, shall apply:

1. **License.** For each copy of Licensed Software procured pursuant to a Purchase Order, and conditioned upon payment from DSSI or Customer, Supplier grants to Customer a nonexclusive, worldwide right to use of the Licensed Software and related documentation in accordance with the Terms and this Licensed Software Addendum. The Customer's use of the Licensed Software will be limited to the specific computer system(s), computer site(s) or, Local or Wide Area Network(s) located at or between the Customer sites for which license fees have been paid. Copies of the Licensed Software may be electronically transferred over the computer network provided that the maximum number of concurrent users does not exceed the number of copies for which license fees have been paid. The Customer may transfer use of the Licensed Software to a backup or replacement computer system, site or network on a temporary or permanent basis.
2. **Term.** The term of the Licensed Software license is as set forth on the Purchase Order. If no term is specified, the Licensed Software license is deemed perpetual.
3. **Permission to Modify and Copy.** The Licensed Software and related documentation may be copied by the Customer in written or machine readable form, in whole or in part, for use in understanding the Licensed Software, for backup or archive purposes and for purposes of installation on authorized workstations. The Customer may modify any Licensed Software for its own uses and may integrate the Licensed Software into other software programs. All copies of the Licensed Software made by the Customer will include any copyright and confidential property notices included by Supplier in the Licensed Software and such copies will be destroyed upon termination or expiration of the applicable term of the Licensed Software license.
4. **Confidentiality.** To the extent specified in the License Agreement and for a period of two years following termination or expiration of the applicable term of the Licensed Software, Customer will use reasonable care to prevent disclosing to others proprietary information of Supplier that is identified by written notice and embodied in the Licensed Software or the related documentation. "Reasonable care" shall mean that care which the Customer normally uses to protect its own confidential information. The Customer's obligations under this Section will not apply to portions of the Licensed Software and related documentation which were or become part of the public domain, which were previously known to the Customer, or which are independently developed by Customer.
5. **Indemnity.** Supplier represents and warrants that the transfer to the Customer and the Customer's use of the Licensed Software and related documentation will not infringe any proprietary rights (including patents, copyrights, trademarks and trade secrets) of any other entity. Supplier shall indemnify, hold harmless and defend DSSI and the Customer from any claim, liability and expense, including reasonable attorneys' fees and costs, arising out of any breach of the foregoing warranty. DSSI or the Customer will notify Supplier in a timely fashion of such claim. In the event a claim of infringement is asserted, Supplier may replace or modify the Licensed Software to make it non-infringing, provided that the Customer agrees that such replacement or modification achieves the substantive results of the original version of the Licensed Software, or Supplier may procure at its expense a license for the Customer to use the rights allegedly infringed.
6. **Warranties.** Supplier warrants that the Licensed Software and related documentation conforms to all written specifications furnished to the Customer by Supplier, including any user manual, and that the Licensed Software is compatible with and will operate on the computer or operating system or computer site for which the Licensed Software was procured. Upon the Customer's request, Supplier shall correct promptly, at no additional charge to Customer, each variance of the Licensed Software from the written specifications, incompatibility issue or any programming error attributable to Supplier. Supplier warrants that any Services rendered by Supplier in connection with the Licensed Software will be performed in a professional manner by qualified personnel.
7. **Support and Maintenance.** During the term of each License, Supplier will provide to the Customer, at no additional charge, all updates, enhancements, bug fixes, modifications or changes to the Licensed Software which are available from Supplier.
8. **Discontinuance.** In the event Supplier discontinues its maintenance and support of the Licensed Software or discontinues its Licensed Software business, Supplier shall furnish to the Customer such documentation, including source codes, as the Customer requires to continue its ability to use the Licensed Software.