

**1.) ACCEPTANCE OF AGREEMENTS**

No Agreement shall be binding unless or until accepted in writing by an authorized employee of Veris Group LLC. Any terms or conditions contained in the Agreement or other instrument of Buyer, which are in addition to or inconsistent with any of the terms or conditions contained in these Terms and Conditions, shall not be binding on Veris Group LLC and shall not apply unless specifically agreed to in writing by an authorized employee of Veris Group LLC.

This acceptance sets forth the entire understanding between the Parties with reference to the subject matter hereof. All clauses contained in laws and regulations have been considered by the parties hereto, and those clauses not included are deemed to have been specifically considered and excluded, by mutual agreement of the Parties.

**2.) STANDARDS OF CONDUCT**

Veris Group LLC shall at all times enforce strict discipline and good order among its employees, and shall not employ on the Work covered by the proposal any unfit person or anyone not skilled in the Work assigned to him. Veris Group LLC agrees that Veris Group LLC personnel or agents performing Work on Buyer's premises or the premises of Buyer's Customer also will observe all fire prevention, security, and safety rules in force at the site of the Work. Veris Group LLC personnel will comply with any applicable Buyer or Work Site Code of Conduct and/or Policies.

**3.) INDEPENDENT CONTRACTOR**

Each Party hereto is an independent contractor and nothing contained in the Agreement shall be construed to be inconsistent with this relationship or status. As an independent contractor, each party has relied on its own expertise or the expertise of its legal, financial, technical or other advisors. Neither Party owes a fiduciary duty to the other. Neither Party will represent itself as the agent or legal partner of the other Party nor perform any action that might result in other persons believing that it has any authority to bind or enter into commitments on behalf of the other. Nothing in the Agreement shall be deemed to represent that Veris Group LLC, or any of Veris Group LLC's employees or agents, are the agents, representatives, or employees of Buyer. Veris Group LLC assumes full and sole responsibility for the payment of all compensation, expenses, benefits (including, but not limited to, workers' compensation, and medical benefits) of its employees and for all state and United States income tax, unemployment insurance, social security, disability insurance, and other applicable withholdings or taxes. Veris Group LLC shall also pay any expenses normally paid by an employer in connection with its employees.

**4.) NON-SOLICITATION**

It is expressly agreed and understood by the Parties that during the course of the Agreement and twelve (12) months thereafter, neither party will actively solicit personnel of the other party who are engaged in performance of the Agreement for the purpose of inducing them to join such other Party's employ. The foregoing shall not prohibit either Party from having employment discussions with, or hiring the employees of the other Party who: 1) Have terminated employment with the other Party of their own volition;

2) Respond to or apply for positions offered through the normal process of general public advertisement; or 3) Are hired as a result of the use of an independent employment agency (so long as the agency was not directed to solicit such person) not specifically directed to employees of the parties.

#### **5.) COMPLIANCE WITH LAWS**

Veris Group LLC agrees in the performance of the Agreement to comply with all applicable Foreign, Federal, State, and local laws, regulations, rules and orders, and any applicable Executive Orders.

#### **6.) APPLICABLE LAW**

The Agreement, and any disputes related hereto, shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, USA, regardless of any conflict of law principles requiring the application of any other law.

#### **7.) INDEMNIFICATION**

Each Party shall indemnify and defend the other against or settle all claims and proceedings based upon actual or alleged infringement of any patent or copyright by all or any part of the information, data or material provided by that Party pursuant to the Agreement, or wrongful use of any trade secret or third party confidential information involving all or any portion of any information, data or material provided by that Party.

The employees of each Party shall obey all pertinent rules and regulations while on the premises of the other, including those relating to the safeguarding of classified information. The Parties shall indemnify and save harmless one another from and against all claims of (a) bodily injuries, including death, or (b) damage to real or tangible property caused by negligent act or omission of the Parties or their employees in connection with the Agreement.

The Parties agree that the indemnification set forth above shall be conditioned upon the indemnified Party (a) promptly notifying the indemnifying Party of such claim, (b) providing the indemnifying Party with the sole right to defend or settle such claim, including selection of defense counsel, and (c) providing the indemnifying Party with good faith assistance in the defense or settlement of such claims, at indemnifying Party's expense.

#### **8.) USE OF BUYER PROPRIETARY INFORMATION**

- a. Protection of Buyer Proprietary Information: Veris Group LLC shall use and duplicate Buyer Proprietary Information only as necessary for Veris Group LLC's performance under the Agreement. Veris Group LLC shall hold the Buyer's Proprietary Information confidential and shall not disclose Buyer's Proprietary Information to any third party, without Buyer's written permission. Requests for permission to disclose Buyer's Proprietary Information shall identify the specific information to be released, the medium to be used, and the purpose for release. Veris Group LLC shall submit such a request to Buyer at least 30 days before the proposed date for release. Veris Group LLC shall return to Buyer, or destroy and certify as destroyed, all Buyer's Proprietary Information upon completion of Veris Group LLC's performance under the Agreement, Buyer written request, or termination of the Agreement, whichever is earliest.
- b. Flow-down Requirement: Veris Group LLC may disclose Buyer's Proprietary Information to its

subcontractors only as required for performance of the Agreement and provided that each such subcontractor first assumes by written agreement the same confidentiality and non-disclosure imposed on Veris Group LLC under the Agreement.

- c. **License Rights:** The Agreement does not confer or grant, in any manner, any license or right under any patent, trademark, trade secret, mask work, copyright or other intellectual property right held by Buyer, unless specifically set forth in the body of the Agreement. Any intellectual property license or other authorization extended by express grant from Buyer to Veris Group LLC as a result of the Agreement is limited by the necessities of Veris Group LLC's performance hereunder. Any such license shall terminate upon completion of Veris Group LLC's performance hereunder or termination of the Agreement, whichever is earlier.

## **9.) TERMINATION FOR CAUSE**

Buyer may terminate a contract without cause by providing a 14 business day notice in writing to [contracts@verisgroup.com](mailto:contracts@verisgroup.com). If the contract is a time and materials contract then all time and materials expended up to the termination date will be invoiced and Veris Group LLC standard payment terms will apply. If the contract is a Firm Fixed Price contract the percentage of work completed will be determined and a 15% of the original contract value penalty will be assessed for termination without cause.

## **10.) TERMINATION FOR DEFAULT**

- a. Buyer may, by written notice of default to Veris Group LLC, terminate the Agreement or any part thereof (at Buyer sole discretion) for cause if Veris Group LLC fails:
- (i) to perform the Work in accordance with the delivery schedule specified in the Agreement or any extension thereof by Change Order; or
  - (ii) to replace or correct defective Work in accordance with the clause entitled "Inspection of Work "; or
  - (iii) to perform completely any material provision of the Agreement; or
  - (iv) to make progress so as to endanger performance of the Agreement in accordance with its terms and does not correct such failure within a period of seven (7) days or such longer period as Buyer may authorize in writing after receipt of notice from Buyer specifying such failure. In the event that the Agreement provides for the furnishing of Work in more than one lot, Buyer may terminate the entire Agreement for cause upon Veris Group LLC's failure as described above in connection with any one lot or part thereof.
- b. Veris Group LLC may terminate the Agreement for cause if:
- (i) Buyer's suspension of business, insolvency, appointment of a receiver for Buyer's property or business, or any assignment, reorganization or arrangement by Buyer for the benefit of its creditors.
  - (ii) Buyer has outstanding invoices past 120 days due
  - (iii) Buyer cannot commit the necessary resources for Veris Group LLC to perform the work described in the Agreement

## **11.) RIGHT TO COLLECTION**

In the event Buyer fails to provide payment that is 90 days or more past due, Veris Group LLC may

retain a third party collection agency to collect payment. Buyer agrees to pay all collection costs and expenses, including attorneys' fees, incurred by Veris Group LLC in collecting or attempting to collect any past due account.

## **12.) FORCE MAJEURE**

Neither Buyer nor Veris Group LLC shall be liable for any failure to perform due to any cause beyond their reasonable control and without their fault or negligence. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, epidemics, terrorism, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In the event that performance of the Agreement is hindered, delayed or adversely affected by causes of the type described above ("Force Majeure"), then the Party whose performance is so affected shall so notify the other Party's authorized representative in writing and, at Buyer's option, the Agreement shall be completed with such adjustments to delivery schedule as are reasonably required by the existence of Force Majeure. Neither Party shall be deemed in default of the terms hereof for any failure or delay in performance of any of its obligations under the Agreement due to circumstances beyond its control and without fault or negligence.

## **13.) DISPUTE RESOLUTION**

- a. Negotiation: Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, the parties agree that any Dispute between them or against any agent, employee, successor, or assign of the other arising under or related to this contract shall be amicably settled to the extent possible by good faith negotiations. Any Dispute which cannot be resolved by good faith negotiations within thirty (30) days or such longer period as the parties may mutually agree to in writing shall be resolved via Mandatory Arbitration.
- b. Mandatory Arbitration: The arbitration will be conducted in accordance with the Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution (which can be located <http://www.cpradr.org/RulesCaseServices/CPRRules.aspx>) then in effect. The arbitration will be conducted before a panel of three arbitrators. At least one of the three arbitrators shall be an attorney experienced in federal procurement law. The arbitration panel shall have no power to award non-monetary or equitable relief of any sort. It shall also have no power to award lost profits; or consequential, indirect, punitive, exemplary or special damages or any direct damages in excess of the liability cap set forth in the limitation of liability provision included in this Agreement. The Parties accept and acknowledge that any demand for arbitration arising from or in connection with the Agreement must be issued within one year from the date the Party became aware or should reasonably have become aware of the facts that give rise to the alleged claim and in any event no later than two years after any such cause of action accrued. The arbitration will be binding, with the arbitration panel's decision being final. The Parties accept that the arbitration panel's decision may not be reviewed or overturned. The Parties acknowledge that they give up their right to sue in court, participate in a class action lawsuit, or appeal the arbitration panel's decision.

## **14.) ASSIGNMENT AND DELEGATION**

Non-Assignment: The Agreement may not be assigned, or otherwise transferred by either Party in whole, or in part, without the express prior written consent of the other Party. Such consent shall not be unreasonably withheld. Veris Group LLC may assign rights to be paid amounts due, or to become due,

to a financing institution if Buyer is promptly furnished a signed copy of such assignment reasonably in advance of the due date for payment of any such amounts.

**15.) CHANGES**

Any Agreement changes of Buyer, affected subsequent to acknowledgment of Buyer's Agreement by Veris Group LLC, will not be considered effective until mutual agreement has been reached in writing between Buyer and Veris Group LLC concerning the effect of said changes on price, delivery, or other terms and conditions of sale.

**16.) REMEDIES**

In no event shall Veris Group LLC be liable for cover damages. Specifically, Veris Group LLC shall not be liable for any damages, direct or indirect costs, expenses, cover remedies, or any other form of loss alleged by Buyer, irrespective of any delay on Veris Group LLC's part. Notwithstanding any other provision herein, Veris Group LLC's liability on all claims of any kind (excluding bodily injury or death), whether based on contract, indemnity (including, without limitation, intellectual property indemnification), warranty, tort (including negligence), strict liability or otherwise, for any loss or damage arising out of, connected with, or resulting from this order, or from the performance or breach thereof, or from all services and products covered by or furnished under the Agreement, shall in no case exceed the price of the specific Veris Group LLC service or product which give rise to the claims. In no event will Veris Group LLC be liable for special, incidental, punitive, exemplary or consequential damages, however caused, including, but not limited to, loss of profits or revenue, or claims of customers of buyer for such damages.

**17.) WAIVER**

Any delay or failure by either Party to insist upon strict performance of any obligation under the Agreement or to exercise any right or remedy provided under the Agreement shall not be a waiver of that Party's right to demand strict compliance in the future, irrespective of the length of time for which the delay or failure continues. No term or condition of this Agreement shall be waived and no breach excused unless the waiver or excuse of a breach has been put in writing and signed by the Party claimed to have waived or excused. No consent or waiver to or of any right, remedy, or breach shall constitute a consent or waiver to or of any other right, remedy, or breach in the performance of the same obligation or any other obligation under the Agreement.

**18.) SURVIVAL**

All rights, obligations, duties, terms and conditions hereunder, which by their nature or by their express terms extend beyond the expiration or termination of the Agreement, including but not limited to Termination for Default, Indemnification, Use of Buyer Proprietary Information and Dispute Resolution shall survive the expiration or termination of the Agreement.

**19.) SEVERABILITY**

If all or part of any term or condition of the Agreement, or the application of any term or condition of the Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of the Agreement (other than those portions determined

to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of the Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intention of the Parties.

#### **20.) ENTIRE AGREEMENT**

The Agreement contains the entire agreement between the Parties, and no modification, amendment, revision, waiver or other change will be binding on Veris Group LLC unless assented to in writing by Veris Group LLC's authorized representative; provided, however, Buyer may request in writing any changes to the Agreement and Veris Group LLC shall consider such request and provide written acceptance or rejection thereof within 10 Business days of receipt, such acceptance or rejection decision shall be in the sole discretion of Veris Group LLC. Any oral or written representation warranty, course of dealing or trade usage not contained or referenced herein will not be binding on Veris Group LLC. The Agreement shall be governed by the laws of the Commonwealth of Virginia applicable to contracts entered into and wholly to be performed in such jurisdiction without regard to its conflicts of law's provisions.

#### **21.) TERM**

12 months from the effective date of the Agreement or for the entire duration that Veris Group LLC is performing or providing services under the Agreement. The Agreement may be mutually extended by the agreement of both Parties in writing.

#### **22.) TERMS OF PAYMENT**

Terms are net thirty (30) days from the date of invoice, with no discount allowed for earlier payment. Veris Group LLC will also accept Automated Clearing House (ACH) electronic funds transfer (ETF) from Buyer as a method of payment if specified and requested. If Buyer becomes delinquent in payments to Veris Group LLC then Veris Group LLC has the right, in addition to any other remedy to which it may be entitled in law or equity, to cancel the Agreement, refuse to make further deliveries, and declare due and payable immediately all unpaid amounts for services previously delivered to Buyer.

#### **23.) TAXES**

Federal, State or Local taxes, if any, must be added to the net prices and will be shown as a separate item upon invoicing and shall be borne by Buyer.

#### **24.) PUBLICITY**

Veris Group LLC has the right to advertise the Buyer as a client on various marketing materials to include but not limited to: websites, marketing brochures etc. The Buyer also authorizes their logo to be displayed on Veris Group LLC website as an indication that they are a client.

#### **25.) NO FURTHER OBLIGATIONS**

Buyer acknowledges that Veris Group LLC is under no obligation to provide Buyer with any products or services other than those in the quantities specified herein the Agreement. More specifically, Buyer acknowledges that Veris Group LLC is under no obligation to agree to follow-on production work concerning the subject matter hereof and that no representations have been made by any employee or agent of Veris Group LLC to the contrary. Further, Buyer agrees that any such commitment can be evidenced only by the execution by the authorized representatives of Veris Group LLC and Buyer of an amendment hereof or a new supply agreement between Veris Group LLC and Buyer.