

1. **Scope.** This purchase order (“PO”) is an offer by TAU Systems Inc. (“TAU”) for the purchase of the goods and services specified on the face of this PO (the “Goods” and the “Services”) from the party to whom this PO is addressed (“Seller”) in accordance with and subject to these terms and conditions (the “Terms” and, together with this PO, the “Agreement”). These Terms prevail over any terms or conditions contained in any other documentation issued by Seller in connection with this PO and expressly exclude any of Seller’s ordering documents, general terms and conditions of sale, or other business forms; any of these Seller documents are for administrative purposes only and have no legal effect. Upon acceptance of this PO, shipment of Goods, commencement of Services, or Seller’s invoicing against this PO, Seller will be bound by the Agreement, whether Seller acknowledges or otherwise signs this PO. This PO does not constitute a firm offer by TAU and may be revoked at any time prior to acceptance. To the extent that these Terms may be deemed to be an acceptance of Seller’s prior offer, such acceptance is expressly made on condition of assent by Seller to the Terms.
2. **Delivery.** Seller agrees that time is of the essence with respect to Seller’s obligations hereunder and the timely delivery of the Goods and Services, including all performance dates, timetables, project milestones and other requirements in the Agreement. Seller will provide the Services to TAU as described and in accordance with the dates or schedule set forth on this PO and in accordance with these Terms and any statement of work entered into by the parties for the Services, which are incorporated herein by reference. Seller will deliver the Goods in the quantities and on the date(s) specified in this PO or as otherwise agreed in writing by the parties (“Delivery Date”). Seller will deliver all Goods to the address specified in this PO (“Delivery Point”) during TAU’s normal business hours or as otherwise instructed by TAU. Delivery will be made DDP Delivery Point (INCOTERMS 2020) unless otherwise set forth in this PO. The PO number must appear on all shipping documents, shipping labels, invoices, correspondence and any other documents pertaining to this PO. Title and risk of loss pass to TAU upon delivery of the Goods at the Delivery Point. If Seller fails to deliver the Goods in full on the Delivery Date, TAU may terminate the Agreement immediately by providing Notice (defined below) to Seller and Seller will indemnify TAU against any Losses (defined below) directly attributable to Seller’s failure to deliver the Goods on the Delivery Date. Seller will pack all Goods for shipment according to TAU’s instructions and in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller must provide prior Notice to TAU if it requires TAU to return any packaging material. Any return of such packaging material will be made at Seller’s risk of loss and expense. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. TAU may terminate the Agreement if a governmental authority imposes antidumping or countervailing duties or other penalties on Goods.
3. **Change Orders.** TAU may at any time by a written change order (“Change Order”) make changes in the general scope and terms of this PO, and hereby reserves the right to reschedule any delivery or cancel this PO at any time prior to shipment of the Goods or prior to commencement of any Services. TAU will not be subject to any charges or other fees as a result of such rescheduling or cancellation. Subject to Section 12.5, this PO will not be deemed or construed to be modified, amended, rescinded, cancelled or waived in whole or in part, except by a written Change Order signed by an authorized representative of TAU. Seller will not make any changes in the design, material or processes that may affect the form, fit, function, interchangeability, quality or reliability of the Goods without TAU’s prior written consent. Seller will not provide Goods or commence providing any Services pursuant to a Change Order until TAU has signed the Change Order. TAU will not be responsible for any fees or costs incurred by Seller or any permissible subcontractor under a Change Order not signed by an authorized representative of TAU.
4. **Inspection.** TAU has the right to inspect the Goods on or after the Delivery Date. TAU, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If TAU rejects any portion of the Goods, TAU has the right, effective upon Notice to Seller, to: (a) terminate the Agreement in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement or repair of the rejected Goods. If TAU requires replacement or repair of the Goods, Seller will, at its expense, promptly replace or repair, as applicable, the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective Goods and the delivery of replacement or repaired Goods. If Seller fails to timely deliver replacement or repaired Goods, TAU may replace them with goods from a third party and charge Seller the cost thereof and terminate the Agreement. Any inspection or other action by TAU under this Section will not reduce or otherwise affect Seller’s obligations under the Agreement, and TAU will have the right to conduct further inspections after Seller has carried out its remedial actions.
5. **Payment.** The price of the Goods and Services is the price stated in this PO (the “Price”). If no price is included in this PO, the Price will be the price set out in Seller’s published price list in force as of the date of this PO. Unless otherwise specified in this PO, the Price includes all packaging, transportation costs to the Delivery Point, insurance, customs duties, and fees and applicable taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of TAU. Seller will issue an invoice to TAU on or any time after the completion of delivery of Goods or performance of Services and only in accordance with these Terms. Unless otherwise set forth in this PO, TAU will pay all properly invoiced amounts due to Seller within 90 days after TAU’s receipt of such invoice, except for any amounts disputed by TAU in good faith. Unless otherwise set forth in this PO, all payments hereunder will be made in US dollars. TAU reserves the right to set off at any time any amount owing to it by Seller against any amount payable by TAU to Seller. The parties will seek to resolve all such disputes expeditiously and in good faith. Seller will continue performing its obligations under the Agreement notwithstanding any such dispute.
6. **Allocation.** In the event of any shortage of any resources used or reasonably necessary to provide the Goods or Services, Seller will allocate to TAU all necessary and sufficient personnel, manufacturing capacity, equipment, materials, and other resources (a) to fulfill this PO in a timely manner and up to the quantities in this PO, and (b) in such amounts as are allocated to any other similarly situated customer.
7. **Intellectual Property.**
  - 7.1. **Deliverables.** All right, title, and interest in and to any works of authorship, designs, inventions, technology, discoveries, ideas, trade secrets, and all other forms of intellectual property conceived, discovered, authored, invented, developed, or reduced to practice by Seller (solely or in collaboration with others), arising out of, or in connection with, performing the Services under the Agreement and any intellectual property rights relating to the foregoing (collectively, “Inventions”) are the sole property of TAU. Seller hereby irrevocably assigns fully to TAU all of its right, title and interest in and to all Inventions. To the extent any of the rights, title and interest in and to Inventions cannot be assigned by Seller to TAU, Seller hereby grants to TAU an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit those non-assignable rights, title and interest, including, but not limited to, the right to make, use, sell, offer for sale, import, have made, and have sold, the Inventions. Seller hereby irrevocably waives and agrees never to assert the rights, title and interest in and to Inventions against TAU or any of the Indemnitees (defined below). If requested by TAU, Seller will provide such information, execute and deliver such instruments and documents, and take such other actions as may be necessary or reasonably requested by TAU for perfecting the foregoing assignment and license and obtaining, enforcing and defending TAU’s intellectual property rights with respect to the Inventions. If Seller fails to do so, TAU is hereby granted the power and interest to act as Seller’s attorney-in-fact to execute such documents.
  - 7.2. **Feedback.** If Seller provides any feedback, suggestions, and/or recommendations to TAU relating to TAU’s products or services (collectively, “Feedback”), Seller hereby grants to TAU a sublicensable, transferable, non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license to use, reproduce, disclose, sublicense, distribute, modify and otherwise exploit such Feedback for its internal business purposes without payment, restriction, or attribution to Seller.
  - 7.3. **Reservation of Rights.** All rights not expressly granted to a party under the Agreement are reserved by the other party. No additional rights whatsoever (including, without limitation, any implied licenses) are granted by either party by implication, estoppel or otherwise.
8. **Warranties.**
  - 8.1. **General.** Seller represents and warrants that: (a) it is a corporation, limited liability company, or other business entity duly organized, validly existing, and in good standing in the jurisdiction of its incorporation, organization, or formation; (b) it is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required; (c) it has provided, and will provide, all notices to, and has obtained, and will obtain and maintain,

all necessary and sufficient rights, consents, approvals, waivers, authorizations, and permissions for it to have the full right, power and authority to enter into the Agreement and to grant the rights and licenses granted under the Agreement and to perform its obligations under the Agreement; (d) the Agreement will constitute the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with the Agreement; (e) it will comply with all applicable laws in connection with the performance of its obligations, and the exercise of any rights, granted under the Agreement; (f) it will maintain complete and accurate records relating to the subject matter of the Agreement (including records of the time spent and materials used by Seller in providing the Services in such form as TAU will approve) and will make the records available to TAU for its inspection upon TAU's request.

8.2. **Services.** In addition, Seller represents and warrants that: (a) it will comply with all of TAU's policies and procedures applicable to the Services, including security procedures concerning systems and data and remote access thereto, building security procedures, and practices and procedures regarding the safety and security of persons and property; (b) it will ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by TAU; (c) it will keep and maintain any of TAU's equipment in its possession in good working order and will not dispose of or use such equipment other than in accordance with the TAU's written instructions or authorization; and (d) it will perform the Services using personnel of required skill, experience and qualifications and in a professional, workmanlike manner in accordance with industry standards and will devote adequate resources to satisfy its obligations under the Agreement.

8.3. **Goods.** In addition, Seller represents and warrants that, for a period of twelve (12) months from the Delivery Date (or such other time period as may otherwise be set forth in this PO), the Goods will: (a) be free from any defects in workmanship, material and design; (b) conform to their applicable specifications, drawings, designs, samples and other requirements (including those specified by TAU); (c) be merchantable and fit for their intended purpose and operate as intended; (d) be free and clear of all liens, security interests or other encumbrances; and (e) not infringe, misappropriate, or otherwise violate any third party's intellectual property or proprietary rights. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by TAU.

8.4. **Remedies.** The warranties set forth in this Section 8 are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of TAU's discovery of the noncompliance of the Goods or Services with the foregoing warranties. If TAU gives Seller Notice of noncompliance pursuant to this Section, Seller will, at its own cost and expense, promptly (a) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming Goods to Seller and the delivery of repaired or replacement Goods to TAU, and, if applicable, (b) repair or re-perform the applicable Services.

9. **Indemnification.** Seller will defend, indemnify and hold harmless TAU, its affiliates, and its and their respective directors, officers, shareholders, employees, customers, successors, and assigns (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with: (a) the Goods and Services purchased from Seller; (b) Seller's negligence, willful misconduct or breach of the Agreement; or (c) any claim that TAU's or an Indemnitee's use or possession of the Goods or use of the Services infringes, misappropriates, or otherwise violates any intellectual property or proprietary right of any third party. Seller will not enter into any settlement without TAU's prior written consent.

10. **Termination.** In addition to any remedies set forth in the Agreement, TAU may terminate the Agreement with immediate effect upon written Notice to Seller, either before or after the acceptance of the Goods or the Seller's performance of the Services, if Seller has not performed or complied with the Agreement, in whole or in part. If TAU terminates the Agreement for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted and Services accepted by TAU prior to the termination. Sections 1, 5, and 7 through 12 will survive any termination of the Agreement.

11. **Confidentiality.** All non-public, confidential or proprietary information of TAU, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by TAU to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with the Agreement is confidential, solely for the purpose of performing under the Agreement and may not be disclosed or copied unless authorized in advance by TAU in writing. Upon TAU's request, Seller will promptly return all documents and other materials received from TAU. TAU will be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Seller at the time of disclosure; or (c) rightfully obtained by TAU on a non-confidential basis from a third party. To the extent that, on or before the date that the parties enter into the Agreement, the parties entered into a written agreement containing confidentiality obligations protecting the non-public, confidential or proprietary information of TAU provided or otherwise disclosed under the Agreement which are more protective of such information than the obligations set forth in this Section, such written agreement, rather than this Section, will apply to and govern the parties' rights and obligations with respect to the non-public, confidential or proprietary information of TAU provided or otherwise disclosed under the Agreement.

## 12. **Miscellaneous.**

12.1. **General.** If any term or provision of the Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. No waiver by TAU of any of the provisions of the Agreement is effective unless explicitly set forth in writing and signed by TAU. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from the Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The remedies available to TAU under the Agreement and at law and in equity will be cumulative and are not exclusive, and the election of one remedy will not preclude pursuit of other remedies. The relationship between the parties is that of independent contractors. Nothing contained in the Agreement will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever. The Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Agreement.

12.2. **Notices.** Any notice required or permitted under the Agreement or required by law in connection with the Agreement (each, a "**Notice**") must be provided in writing to the other party at the applicable address set forth on the PO through one of the following methods: (a) in person; (b) by certified or registered mail, or air mail, as appropriate, return receipt requested; (c) by nationally recognized overnight courier service; or (d) via email (and, if receipt is not confirmed within 2 business days, supplemented by one of the methods specified in (a), (b), or (c) of this section). Notices will be considered to have been given (1) at the time of actual delivery in person, (2) three business days after deposit in the mail as set forth above, (3) one business day after delivery to an overnight courier service, or (4) for email, the earlier of the date receipt is acknowledged by recipient and the date the supplemental Notice would otherwise be deemed given in accordance with this Section. Either party may change its address for Notice by providing Notice of the change in accordance with this Section. If an individual named as the recipient for Notices to a party ceases to work in the role specified or ceases to work for a party and that party fails to notify the other party of an alternative individual, delivery of Notices marked to the attention of an individual in the same or equivalent role at that party is deemed compliant with the Notice obligations.

12.3. **Assignment.** Seller will not assign, transfer, delegate or subcontract any of its rights or obligations under the Agreement without the prior written consent of TAU (provided that Seller may employ individual independent contractors as part of its workforce). Seller remains responsible and liable for the acts or omissions of any third party performing obligation on behalf of Seller under the Agreement. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the Seller of any of its obligations hereunder. TAU may at any time assign or transfer any or all of its rights or obligations under the Agreement without Seller's prior written consent to any affiliate or to any person acquiring all or substantially all of TAU's assets.

12.4. **Governing Law.** Any action related to the Agreement will be governed by Texas law, excluding its choice of law rules that would result in the application of the laws of another jurisdiction. The parties exclusively and irrevocably submit to, and waive any objection against, the personal jurisdiction of the state and federal courts in Travis County, Texas.

12.5. **Entire Agreement.** The Agreement, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter hereof. The Agreement may only be amended or modified in a writing stating specifically that it amends the Agreement and is signed by an authorized representative of each party.

*Last revised: October 6, 2023*