MRIGlobal Purchase Order for Products and Services:
General Fixed Price Terms and Conditions under a U.S. Government Contract

1. **Definitions**.

"Applicable Law" shall mean any law, statute, ordinance, code, rule, regulation, published standard, permit, judgment, decree, writ, injunction, ruling, order, administrative guidance or other requirements of or promulgated by any Governmental Authority (defined below), whether existing at present or later enacted, applicable to the performance of this Purchase Order or in any manner affecting the Products or Services, including without limitation any laws relating to human or animal health, food and drugs, occupational or process safety, the protection of the environment, labor and employment, bribery and corruption.
"Buyer" shall mean MRIGlobal named in this Purchase Order.
"**Deliverables**" shall mean any work product prepared by Seller for delivery to Buyer under this Purchase Order.
"**Governmental Authority**" means any applicable US, state or local or municipal political subdivision, any governmental or administrative body, instrumentality, department, or agency or any court, administrative hearing body, arbitrator, commission, or other similar dispute resolving panel or body, and any other entity exercising executive, legislative, judicial, regulatory, taxing or administrative functions of a government with jurisdiction over the applicable matter.
"**Prime Contract**" shall mean a contract entered into directly between the Government and a contractor (the Prime Contractor).
"Prime" is used to distinguish the contract from any subcontract entered into between the prime contractor and a supplier or subcontractor.
"**Products**" shall mean the goods, raw materials, equipment, parts, components or other items covered by this Purchase Order, including any Deliverables delivered in connection with this Purchase Order.
"**Prohibited labor**" shall mean child labor, forced labor, indentured labor, modern slavery, and/or human trafficking. Forced labor shall mean labor performed in situations where individuals are compelled against their will to provide work or service through the use of force, fraud, or coercion and includes work or service which is exacted from any person under the menace of any penalty for its nonperformance and for which the worker does not offer work or service voluntarily.
"**Seller"** shall mean the individual or entity providing the Products and/or Services covered by this Purchase Order.
"**Purchase Order**" shall mean the document generated by the Buyer to Seller and serves the purpose of ordering goods or services from the Seller.
"**Services**" shall mean the services or work covered by this Purchase Order.

2. **Acceptance**. This Purchase Order constitutes an offer by Buyer to purchase the Products and/or Services from Seller upon the terms and conditions stated herein and is not an acceptance of any offer by Seller to sell. This Purchase Order is not binding on Buyer until it is accepted by Seller. Seller will be deemed to have accepted this Purchase Order when it (i) indicates its written acceptance on the face hereof or other written confirmation, (ii) delivers any or all of the Products covered by this Purchase Order, or (iii) starts to perform the Services covered by this Purchase Order, whichever occurs first. Buyer may withdraw this Purchase Order at any time prior to acceptance by Seller.

This Purchase Order, together with the documents attached hereto, incorporated herein by reference or referencing this Purchase Order, shall constitute the final and complete agreement of the parties and may not be modified or rescinded unless agreed to in writing by Buyer's authorized representative. Unless expressly accepted in writing by Buyer, additional or differing terms or conditions proposed by Seller or included in Seller's acknowledgment are objected to by Buyer and have no effect. . If this Purchase Order is construed as an acceptance of an offer, this acceptance is expressly conditioned upon the Seller's assent to any different or additional terms contained in this Purchase Order or any attachments or exhibits thereto. If this Purchase Order is construed as a confirmation of an existing non-written contract, the parties agree that this confirmation states the exclusive terms of such contract between the parties.

Product Uniformity. Seller shall not make any changes in the Products that may alter properties, impurities, specifications, dimensions, or any other characteristic of the Products.

3. **Delivery**. Seller's performance shall be in strict conformance with the delivery and other time provisions specified in this Purchase Order. Buyer's production schedules and/or other operations are based upon Seller's assurance of completion of performance or delivery to Buyer by the date specified in this Purchase Order. Time is of the essence. If delivery and/or performance dates cannot be met, Seller shall inform Buyer in writing of Seller's best possible delivery and/or performance time. If Buyer has not approved the alternate dates, or Seller does not deliver or perform on time, Buyer may cancel this Purchase Order and purchase the Products and/or Services elsewhere, and hold Seller liable for any costs or damages incurred resulting from Seller's late, defective or unacceptable delivery or performance. Similarly, any losses as a result of a deviation from Buyer's routing instructions or specific instructions relating to performance will be charged to Seller's account. Seller shall not ship any Products ahead of schedule unless authorized by Buyer in writing. Buyer may return, at its option, all unauthorized early Product shipments to Seller at Seller's expense. Payments for early Product shipments shall be postponed until normal maturity after the scheduled delivery date. Seller shall forward notice of shipment of Products to Buyer within twenty-four hours, and such notice is an express condition to Buyer's duties under this Purchase Order.

Complete packing lists must accompany each Product shipment and each shipment must equal exact amounts ordered unless otherwise agreed to in writing. Separate invoices are required for each Purchase Order and for each Product shipment when partial deliveries are made and each invoice shall reference the relevant Purchase Order number.

4. **Risk of Loss**. Risk of loss or damage shall be borne by Seller until Product shipment reaches the destination indicated on the face of this Purchase Order irrespective of when title passes to Buyer.

5. **Rejection and Revocation of Acceptance**.
   A. Buyer shall have a reasonable opportunity to inspect Products and/or Services and reject them if they fail to conform to the requirements of this Purchase Order, and to revoke its acceptance of them when appropriate.
   B. Products that are rejected or for which acceptance has been revoked, Buyer, at its option and at the expense and risk of Seller, may return such Products to Seller or store them until Seller provides instructions for disposal. Rejected Products and/or Services are not to be replaced without written authorization from Buyer, and Seller shall reimburse Buyer for any payment made by Buyer with respect to such rejected Products and/or Services.

6. **Changes**.
   A. Buyer may, at any time, by a written order and without notice to the sureties, if any, make changes within the general scope of this Purchase Order. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Purchase Order, whether changed or not changed by any such order, an equitable adjustment shall be made in the Purchase Order price or delivery schedule, or both, and the Purchase Order shall be modified in writing accordingly. Any claim by the

Seller for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Seller of a written notification of change from the Buyer. MRIGlobal's Buyer is the only employee authorized to make changes to this Purchase Order. Seller shall not take contractual direction from any other MRIGlobal employee. Buyer may receive and act upon any such claim asserted at any time prior to final payment under this Purchase Order. Where the cost of property made obsolete or excess as a result of a change is included in the Seller's claim for adjustment, Buyer shall have the right to prescribe the manner of disposition of such property. Nothing in this clause shall excuse the Seller from proceeding with the Purchase Order as changed.

7. **Prices; Payment**. Seller's prices shall not be higher than last quoted or charged to Buyer or stated on this Purchase Order unless otherwise agreed to in writing. No charges by Seller will be allowed for transportation, boxing, crating, or other packaging unless agreed to herein. Standard payment terms are net sixty (60) days unless otherwise stated on the Purchase Order. Time for payment and the period for any discount privilege shall not begin to run until both Seller's invoice and Products and/or Services have been received. Buyer shall not be obliged to pay for Products upon their delivery, but shall have the right to make payment for Products delivered in the normal course of its business and any payment made for Products delivered or Services performed shall be without prejudice in the event of any defect in the Products and/or Services or breach of contract, whether known before or after payment. Buyer shall also have the option to withhold payment for Products and/or Services found upon inspection to be defective or for Seller's breach of contract.

8. **Set-Off**. All claims for monies due or to become due from Buyer under this Purchase Order, including claims of assignees, shall be subject to the deduction by Buyer of any set-off or counterclaim arising out of this or any other of Buyer's purchase orders with Seller, whether such set- off or counterclaim arose before or after such assignment.

9. **Representations and Warranties**.
   A. *General for Products.* With respect to all Products to be delivered under this Purchase Order, Seller represents and warrants that all Products (i) sold hereunder shall be free and clear of all liens, encumbrances and/or colorable claims, (ii) shall be of merchantable quality, free from defects in material, design and workmanship and fit for the particular purposes intended, (iii) shall conform to all requirements of this Purchase Order, including without limitation, all specifications, samples, drawings and plans, if any, (iv) are not articles, which cannot be legally transported or sold under the provisions of any Applicable Law and are not misbranded within the meaning of any federal, state or local law, when bearing labels affixed by Seller, and (v) will not infringe or misappropriate the intellectual property, proprietary or other property right of any third party.
   B. *For Services.* With respect to Services to be performed under this Purchase Order, Seller represents and warrants that (i) the Services shall be performed in conformity with the highest industry standards practiced by professional firms in performing work of a similar nature at the time the Services herein are performed, (ii) Seller shall use its best efforts in the performance of the Services and its other obligations hereunder, (iii) the Services will not infringe or misappropriate the intellectual property, proprietary or other property right of any third party and (iv) any Deliverables will be free from any lien, encumbrance or third party claim. The warranties in this paragraph shall survive any inspection, delivery, acceptance, payment or use by Buyer or its customers of the Products or Services and shall run to Buyer, its successors, assigns, customers and users.
   C. Licenses and Permits. Seller shall secure and maintain any and all required permits, licenses, consents and authorizations required to provide Products and/or Services under this Purchase Order.
   D. *Defects and Remedies.* If a defect is discovered after further processing, use or delivery of Products and/or Services despite compliance with the provisions above, Seller shall be obliged to bear all costs in connection with the return, exchange or correction of such defective Products and/or Services. The costs include the costs of inspection, transportation, labor and material.

10. **Compliance with Applicable Law**. Seller at all times shall comply with all Applicable Law in the performance of this Purchase Order.

11. **Confidentiality**.
   A. All information or data furnished by Buyer to Seller, orally, electronically or in writing, including but not limited to information about business and finances, research, strategies, products, processes, methods, drawings, plans, specifications or other documents, data or information (collectively, Confidential Information), shall be treated as confidential by Seller. Seller shall not make any use of Confidential Information except in performance or administration of this Purchase Order. The only persons from Seller who are authorized to access Confidential Information shall be the persons who need to know such Confidential Information in order to provide the Products and/or Services to Buyer and who are bound by obligations of confidentiality substantially similar to those under this Purchase Order. Seller shall not disclose the Confidential Information to anyone before or after performance of this Purchase Order without the written consent of Buyer.
   B. Seller shall immediately notify Buyer of any unauthorized disclosure of Confidential Information.
   C. If Seller breaches this Section, damages would not provide an adequate remedy for Buyer. Therefore, Seller acknowledges that, in the event of a breach or threat of breach of this Section, Buyer shall have the right to obtain injunctive relief, in addition to any other relief available at law or in equity.
   D. Upon completion of the work by the Seller under this Purchase Order, the Seller shall promptly return to Buyer all Confidential and Proprietary Information including but not limited to drawings, specifications, and other data or papers furnished by Buyer in connection herewith, together with all copies or reprints then in the Seller's possession or control, and the Seller shall thereafter make no further use either directly or indirectly of any such drawings, specifications, data or papers or of any information derived therefrom, without Buyer's prior written consent. Buyer shall at all times have title to all drawings and specifications furnished by Buyer to Seller.

12. **Insurance**. The work to be performed under this Purchase Order will be performed entirely at Seller's risk, and Seller assumes all responsibility for the condition of tools and equipment used in the performance of this Purchase Order. The Seller warrants and represents that, at its own expense, it has or shall obtain insurance of the following types: Commercial General Liability, $2,000,000 per occurrence at a minimum, on an occurrence coverage form basis, including coverage for Products/Completed Operations, Blanket Contractual, and Broad Form Property Damage; Automobile Liability, $1,000,000 per occurrence at a minimum, combined single limit, covering all owned, non-owned and hired vehicles; Workers Compensation as required by Applicable Law; and, if handling any Personal Data (defined below) pursuant to this Purchase Order, Cyber Liability. Seller shall obtain a waiver of its insurer's right of subrogation against Buyer and other subcontractors working at the site, and Seller shall name Buyer as an additional insured on its Commercial General Liability and Automobile Liability policies. It is expressly understood that Buyer

does not, in any way, represent that the amount of insurance obtained by Seller is sufficient or adequate to protect Seller's interests or liability.

13. **Indemnity**.
Scope of Indemnity. Seller shall, at its own expense, defend, indemnify and hold harmless Buyer, its successors and assigns, employees, officers, directors and customers, against any and all claims, losses, demands, damages, costs, expenses or money judgments, injuries (including sickness, disease or death), liabilities and legal proceedings, arising out of or in connection with (i) the Products supplied and/or Services performed hereunder, (ii) the acts or omissions of Seller or any of its officers, directors, managers, agents, employees, representatives, supervisors, successors, assigns, subcontractors or anyone acting on any of their behalf, arising from or related to the performance or non-performance of Seller's obligations under this Purchase Order, (iii) any representation or warranty made or given by Seller, (iv) any claim by any party that the Products or Services furnished by Seller infringe any third party's intellectual property rights, (v) any assertion that Buyer should be deemed the "employer" or "joint employer" of any individual performing under this Purchase Order, and (vi) any claim by a taxing entity that Buyer are responsible for Seller's tax obligations except to the extent all claims, losses, demands, damages, costs, expenses, actions or liabilities incurred by the Seller have resulted from the negligence, fraud or willful misconduct of the Buyer. Buyer shall notify Seller promptly of the institution of any such claim or suit and Seller may conduct the defense of it or settlement negotiations, provided that no settlement will be agreed to without Buyer's prior written consent, unless the sole relief is monetary damages and there is no admission of liability attributable to Buyer. Except as may be expressly set forth in these terms and conditions and with the Governmental Authority's express consent, the Seller shall not acquire any direct claim or direct course of action against the Governmental Authority.

14. **Suspension or Termination**.
   A. *Termination for Cause.* Buyer may suspend or terminate this Purchase Order, in whole or in part, immediately if Products or Services furnished hereunder do not strictly conform to specifications or instructions of Buyer, or if Seller is in material breach of any of the terms hereof, including without limitation, its representations and warranties.
   B. *Termination for Convenience.* Buyer, for its convenience, shall have the right to suspend or terminate Seller's work hereunder, or any part thereof, including delivery, upon notice to Seller. Seller shall promptly comply with Buyer's instructions to minimize any cost to Buyer.
   C. *Bankruptcy or Insolvency.* Buyer may cancel this Purchase Order without any further liability to Seller, its successors or assigns, if Seller becomes insolvent, is adjudicated bankrupt or has a voluntary or involuntary petition of bankruptcy filed against it.
   D. *Effect of Termination.* Buyer will notify Seller of the termination of the Purchase Order and Seller shall immediately stop all work on the Purchase Order. Buyer may provide a verbal notice to terminate which may be immediately confirmed in writing. In the event of termination or suspension, Seller shall be entitled to recover only its uncompensated actual direct costs incurred prior to the date of Buyer's termination, plus those actual direct costs arising from Buyer's termination, so long as Seller furnishes to Buyer a complete termination cost analysis substantiating all costs claimed owing and in no event shall the total price paid by the Buyer exceed the price(s) specified in this Purchase Order with respect to the portion of the Products and/or Services that are relevant to the claim. Any cost claimed by Seller under this Section shall be subject to the audit and approval of Buyer. Upon termination, any partially completed Products or Deliverables shall become the property of Buyer in their then state of completion. In the event that any of Services are not fully performed by Seller, whether as a result of termination or otherwise, Seller shall only be compensated for those Services actually performed. Buyer's payments upon suspension or termination under this paragraph will be in full satisfaction of all claims that Seller may have against Buyer.

15. **Intellectual Property**. Except as provided below, upon full and final payment to Seller under this Purchase Order, any Deliverables will become the property of Buyer, and to the extent necessary, Seller thereby assigns all right, title and interest in and to the Deliverables to Buyer. Seller agrees to execute and deliver any and all papers necessary to reflect Buyer's interest in the Deliverables. To the extent that any intellectual property right owned by Seller relates to or is incorporated in any of the Deliverables, Seller hereby grants Buyer, upon full and final payment to Seller, a worldwide, perpetual, royalty-free, fully paid-up, non-exclusive license to use such intellectual property right for its business purposes. Seller further agrees that any invention or discovery, whether patentable or not, made or conceived by its employees or contractors assigned to provide services hereunder, which relates to the business of Buyer, shall be the property of Buyer, as shall any invention made or conceived by any employee or contractor of Seller which is at least partially based on Buyer Confidential Information, as that term is defined in this Purchase Order. All materials developed by Seller, its employees or contractors pursuant to this Purchase Order, in any form, shall be considered works for hire and all rights to such materials, including the copyright, shall belong to Buyer, survive inspection, delivery, acceptance, payment or use and shall remain property of Buyer, its successors and/or assignors. Upon completion of the work by the Seller under this Purchase Order, the Seller shall promptly return to Buyer all drawings, specifications, and other data or papers furnished by Buyer in connection herewith, together with all copies or reprints then in the Seller's possession or control, and the Seller shall thereafter make no further use either directly or indirectly of any such drawings, specifications, data or papers or of any information derived therefrom, without Buyer's prior written consent. Buyer shall at all times have title to all drawings and specifications furnished by Buyer to Seller.

    Nothing in these Terms and Conditions shall be construed or interpreted to limit or in any way restrict the rights of the Governmental Authority in regard to data, tooling and other information it owns or has a right to use, including the right to authorize the Seller's use of such data, tooling or other information in direct contracts between the Seller and the Governmental Authority.

16. **Disputes**
   A. All disputes under this Contract that are not disposed of by mutual agreement may be decided by recourse to an action at law or in equity. Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of under or in connection with this Contract.
   B. Until final resolution of any dispute hereunder, Seller shall diligently proceed with the performance of this Contract as directed by Buyer.

17. **Responsibility for Buyer Property**. All material, including tools or machines, furnished or specifically paid for by Buyer, shall be (i) the property of Buyer, (ii) subject to removal at all times without additional cost upon demand by Buyer, (iii) used only in filling orders from Buyer (iv) kept separate from other materials or tools, (v) clearly identified as the property of Buyer, (vi) insured by Seller with loss payable to Buyer, (vii) kept confidential, and (viii) at the discretion of Buyer, returned to Buyer at the termination of this Purchase Order. Seller assumes liability for all loss or damage, excepting normal wear and tear, to such materials and agrees to supply detailed statements on the material as requested by Buyer.

Country of Origin; Certificates. All Products will be marked conspicuously, legibly, and permanently in English with the country of origin of the Products and its components, as such is determined and required by Applicable Law. Improper or incomplete markings will cause all expenses and penalties (including legal fees) incurred by Buyer to be charged back to the Seller and/or offset against other amounts owed to Seller. Repetitive failure to properly mark Products will constitute a breach hereof and may result in Buyer issuing immediate termination of this Purchase Order. When applicable, Seller agrees to provide a valid Free Trade Agreement (FTA) Certificate (including product name, country of origin and harmonized tariff system number), or, in the alternative, a statement that the product does not qualify for a given FTA. In the case of imported Products, and if applicable, Seller agrees to provide a Certificate of Delivery.

18. Responsibility for Government Property

Buyer or Government may provide Government-furnished property, as specified in the PO and/or SOW or similar document such as a task order, to the Seller. The Seller is responsible for notifying the Buyer of any additional Government-furnished property provided for use in the performance of this Purchase Order. The Seller is also responsible for obtaining prior approval from the Buyer for the purchase of any property, equipment, or material for use in the performance of its services or provision of goods that was not previously proposed. If the Seller has a Government approved property system, then Seller shall notify Battelle of any changes in the status of its system. All Government property shall be administered in accordance with the provisions of FAR 52.245-1 or any referenced language in the Government Clauses.

19. Counterfeit Work

A. The following definitions apply to this clause:
   1) "Counterfeit Work" means Work that is or contains unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used Work represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.
   2) "Suspect Counterfeit Work" means Work for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the Work part is authentic.

B. Seller shall not deliver Counterfeit Work or Suspect Counterfeit Work to Buyer under this Contract.

C. Seller shall only purchase products to be delivered or incorporated as Work to Buyer directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Seller may use another source only if
   1) The foregoing sources are unavailable,
   2) Seller's inspection and other counterfeit risk mitigation processes will be employed to ensure the authenticity of the Work, and
   3) Seller obtains the advance written approval of Buyer.

D. Seller shall maintain counterfeit risk mitigation processes in accordance with industry recognized standards and with any other specific requirements identified in this Contract.

E. Seller shall immediately notify Buyer with the pertinent facts if Seller becomes aware that it has delivered Counterfeit Work or Suspect Counterfeit Work. When requested by Buyer, Seller shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. Seller, at its expense, shall provide reasonable cooperation to Buyer in conducting any investigation regarding the delivery of Counterfeit Work or Suspect Counterfeit Work under this Contract

F. This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flowdown, or other provision included in this Contract addressing the authenticity of Work.

G. In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, Seller shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Contract. Notwithstanding any other provision in this Contract, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation BUYER's costs of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies BUYER may have at law, equity or under other provisions of this Contract.

H. Seller shall include paragraphs (a) through (f) and this paragraph (h) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to BUYER.

20. <u>Export Control</u>

The Seller represents and warrants that it shall comply with all U.S. export and import laws and regulations. Further, by acceptance of this Purchase Order, the Seller certifies the following:

If any commodities, technical data and/or services by the Seller to the Buyer in connection with this Purchase Order are subject to the requirements of the International Traffic Arms Regulations, 22 CFR Part 120 (ITAR) or the Export Administration Regulations 15 CFR 730-774 (EAR) the following shall apply:

A. Per 22 CFR 122.1(a), Seller shall be registered with the Department of State's Office of Defense Trade Controls;

B. The Seller warrants that foreign persons, as defined in the paragraph 120.16 of the ITAR, are NOT authorized to work under this Purchase Order without the express written approval of the Department of State or the Department of Commerce if the work falls under EAR;

C. The Seller warrants that it will not export, transfer or disclose technical data, defense articles or defense services to a foreign person, whether in the U.S. or abroad, without the written permission of the U.S. Department of State or the Department of Commerce. In addition, the Seller shall notify Buyer in writing prior to the export, transfer or disclosure to foreign persons; and

D. The Seller shall indemnify and hold Buyer harmless for all claims, demands, damages, costs, fines, penalties, attorney's fees, and all other expenses arising from the Seller's failure to comply with this clause and the stated statures and regulation, as they may be amended.

21. <u>Miscellaneous</u>.

A. Force Majeure. No liability shall result from delay in performance, or non-performance, caused by circumstances beyond the reasonable control and without the fault or negligence of the party affected, including, but not limited to, Acts of God, war (whether declared or not) or threat of war, government retaliation against foreign or domestic enemies, invasion, civil unrest, revolution, terrorist act or threats, earthquakes, fires, floods or other natural disasters, order or act of government or government agency or officers, recognized health threats (including any pandemic or epidemic) as determined by the World Health Organization,

the Center for Disease Control, local health agency or any other applicable governmental authority, labor disturbances, strikes, disruption of financial institutions, interruption of utilities or transportation or communication lines, embargo, or other causes or acts of a similar nature or force. The curing of any delay in performance or non-performance as a result of the causes described in the foregoing sentence shall be prosecuted with due diligence by the affected party and shall include reasonable updates as to the status of such condition and its expected impact on the ability to perform under this Purchase Order. At Buyer's option, quantities so affected by the causes described in the first sentence of this paragraph may be eliminated from this Purchase Order without liability, but this Purchase Order shall remain otherwise unaffected.

B. Relationship of Parties. Seller is an independent contractor for all purposes, without express or implied authority to bind Buyer by contract or otherwise. Neither Seller nor its employees, agents or subcontractors are employees or agents of Buyer, and are therefore not entitled to any employee benefits of Buyer, including but not limited to, any type of insurance.

C. Safety and Site Requirements. Seller or its subcontractors, employees, agents and guests of any of them shall at all times comply with all safety and security regulations in effect from time to time at Buyer's site or as applicable away from Buyer's site.

D. Assignment; Subcontracting. This Purchase Order shall not be assigned by Seller without Buyer's prior written consent. Seller shall not subcontract all or any part of its performance of this Purchase Order to any other party without Buyer's prior written consent. No assignment or subcontracting by Seller, with or without Buyer's consent, shall relieve Seller of any obligations under this Purchase Order.

E. Publicity. Neither party shall use in any manner, directly or indirectly, or refer to the other party's name, including any proprietary logos, in any advertisements, sales promotions, press releases or releases to professional or trade publications, without the other party's prior express written approval.

F. Data Privacy. This Agreement incorporates by reference the terms and conditions in MRIGlobal Data Privacy Policy, as amended from time to time, located at https://www.mriglobal.org/privacy-policy/.

G. Governing Law. The performance of this Purchase Order shall be governed by the Applicable Law of the State of Missouri without regard to its conflicts of laws principles and Seller agrees to the exclusive jurisdiction and venue of the state and federal courts located in the State of Missouri.

H. Gratuities/Kickbacks. Seller shall not offer or give a gratuity or kickback (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as an MRIGlobal subcontractor. By accepting this Purchase Order, Seller certifies and represents that it has not made or solicited and will not make or solicit gratuities or kickbacks in violation of FAR 52.203-3 Gratuities, or FAR 52.203-7 Anti-Kickback Procedures, both of which are incorporated herein by this specific reference, except that paragraph (c)(1) of FAR 52.203-7 shall not apply.

I. Audit. For a Period of three years after final payment, Seller will maintain, and Government Authority will have the right to examine and audit books, records, documents, and accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Purchase Order.

J. Purchase Order Closeout. Within 6 months of final delivery approval, Buyer will request the following documents as part of the closeout process: Seller Release and Assignment; Final Invoice, if not previously submitted; Patent Form DD 882; and Final Property Inventory.

22. **Testing**.
    A. If any tests on the goods to be provided are performed, the Seller shall bear the costs for such tests, including the cost of its own personnel, but excluding the cost of Seller's personnel. The Seller shall inform Buyer, at least seven (7) days in advance, the date when the goods shall be ready to be tested and shall agree with Buyer a date to perform such tests. If the goods are not submitted for testing on such date, the costs of Buyer's personnel shall be borne by the Seller.
    B. If any flaw found on the goods makes it necessary to repeat the tests or carry out other tests, the Seller shall bear all personnel and other costs related to such tests; the Seller shall also pay for all personnel and other costs incurred in connection with the testing of materials used by it in the implementation of the order.
    C. In the event that Buyer provides the Seller with any goods sample, such shall belong to Buyer and the Seller shall bear all necessary expenses for its storage, preservation and return to Buyer, in the understanding that any Service required by the Seller related to such sample must comply with all elements, characteristics and quality of the approved sample.

23. Order of Precedence. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) the applicable Purchase Order, (2) MRIGlobal's Purchase Order General Terms and Conditions, (3) any change order or amendment to this Purchase Order, and (4) Attachment A, Flowdown provisions.

24. Flowdown Provisions. The clauses referenced in Attachment A below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Purchase Order. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply. Further, Seller shall include in each lower-tier subcontract the appropriate flow down clauses as required by FAR and DFARS.

ATTACHMENT A
Flowdown Provisions