



WE ARE VETERAN ENABLED!

PURCHASE ORDER TERMS AND CONDITIONS

("PO TERMS AND CONDITIONS")

Please note FAR Flowdown Provisions included at the end of this document.

Veteran Corps of America (VCA) hereby issues the attached **Purchase Order (PO)** to Vendor and incorporates the following Terms and Conditions, which are accepted and agreed by Vendor as applicable to the Purchase Order. Additional terms and conditions may be set forth in the Purchase Order. Any and all terms and conditions submitted by Vendor as part of an invoice or otherwise are of no force or effect.

SUBCONTRACT

Purchase orders issued as part of a subcontract between VCA and Vendor will also be subject to the terms and conditions specified within the subcontract.

ACCEPTANCE

Veteran Corps of America may consider its written acceptance of any offer submitted by Vendor in response to a Request for Quotation by Veteran Corps of America to be a binding agreement. Fulfillment by Vendor of the items and/or services ordered by Veteran Corps of America constitutes consent by the Vendor to these Terms and Conditions. A signed Purchase Order shall also constitute acceptance by Vendor of these Terms and Conditions.

BRAND NAMES

The Vendor shall provide the goods and/or services as proposed to include brand names and part numbers proposed. Strict compliance with the Purchase Order is required and no substitutions are acceptable without the prior written consent of Veteran Corps of America.

O'FALLON ILLINOIS

MID-AMERICA — HEADQUARTERS
VETERAN CORPS OF AMERICA
220 EAST STATE STREET, SUITE 2F
O'FALLON, ILLINOIS 62269

FAIRFAX, VIRGINIA

BUSINESS DEV. & CONTRACT MANAGEMENT
VETERAN CORPS OF AMERICA
10300 EATON PLACE, SUITE 340
FAIRFAX, VIRGINIA 22030

EDGEWOOD, MARYLAND

LOGISTICS AND TRAINING FACILITY
VETERAN CORPS OF AMERICA
1309 CONTINENTAL DRIVE, SUITE M
ABINGDON, MARYLAND 21009

FREIGHT

All item(s) unless otherwise specified in the Purchase Order shall be FOB Destination, Freight Prepaid. If "Freight Prepaid and Add" has been arranged in advance, charges for freight must be accompanied by a copy of the freight bill. No payments for freight will be made without a copy of the freight bill that includes Veteran Corps of America's Purchase Order number.

DELIVERY

The goods and services required by the Purchase Order shall be delivered in accordance with the delivery schedule contained in the Purchase Order. The time of delivery stated is of the essence. The date specified for delivery is the required delivery date at the designated destination, unless otherwise expressly noted in the Purchase Order. Delivery shall not be deemed complete until the goods have been actually received and accepted by Veteran Corps of America or a designated customer representative, notwithstanding delivery to any carrier, or until orders for services have been performed, received, and accepted by Veteran Corps of America or a designated customer representative. All invoices must be accompanied by proof of delivery. Invoices for training services must include class rosters.

INSPECTION

All materials furnished and services performed pursuant hereto shall be subject to inspection and testing by Veteran Corps of America and its agents and by its customers. In the event that goods supplied are not provided in accordance with the Purchase Order, or applicable specifications and instructions of Veteran Corps of America, Veteran Corps of America may require prompt correction thereof, or as to services, require that the services be corrected or rendered again at Vendor's expense. If such defects exist, and if Vendor is unable or refuses to replace the goods or render the services again promptly in a manner conforming to the Purchase Order, Veteran Corps of America may terminate the Purchase Order for default, with no liability to Veteran Corps of America.

FEES; PAYMENT

Vendor invoices will be paid by Veteran Corps of America within thirty (30) days of Veteran Corps of America's receipt of a proper invoice. Veteran Corps of America may make any

adjustments in Vendor's invoices due to shortages, late delivery, rejections, or other failure to comply with the requirements of the Purchase Order before payment. Vendor's invoices shall contain such detail and information as reasonably requested by Veteran Corps of America, including proof of delivery to designated customer representative, and class rosters for training services. Payment shall not constitute final acceptance by Veteran Corps of America. Veteran Corps of America may offset against any payment hereunder any amount owed to Veteran Corps of America by Vendor.

Vendor's total charges shall be set forth in the Purchase Order. The charges specified in the Purchase Order are the total charges, including all amounts Vendor shall charge to Veteran Corps of America to complete Vendor's obligations under the Purchase Order; no other fees, costs or expenses may be charged to Veteran Corps of America except as set forth in the Purchase Order.

All amounts payable under the Purchase Order are exclusive of any value added, goods and services, sales, excise or similar taxes ("Taxes"). Neither Veteran Corps nor the government shall be liable for nor reimburse any taxes or fees levied by state or local governments from which the Federal Government is exempt. If required by any law, statute, or regulation, Vendor will collect from Veteran Corps of America and remit to the appropriate authorities, any Taxes applicable to the provision of the goods or services, if any. Vendor will issue the required tax invoice to Veteran Corps of America unless Veteran Corps of America provides Vendor with a timely and valid tax exemption certificate authorized by the appropriate taxing authority. If Veteran Corps of America has paid such Taxes to Vendor, Veteran Corps of America shall have no other responsibility with respect to such Taxes and Vendor shall be responsible for promptly paying such Taxes to the appropriate taxing authority.

If Vendor stated a standard restocking fee in its response to the Veteran Corps of America request for quotation, and in the event Veteran Corps of America's customer reduces the quantity of materials after delivery, Veteran Corps of America will comply with the "Restocking Fee" provided in the Vendor's corresponding quote.

WARRANTY

Vendor represents and warrants:

(a) that all goods delivered pursuant hereto will be new, unless otherwise expressly permitted by Veteran Corps of America, and free from defects in material and workmanship, and that all services will be delivered in a professional and workmanlike manner;

(b) that all goods and services will conform to applicable specifications, drawings, and standards of quality and performance, and that all items will be free from defects in design and suitable for their intended purpose;

(c) that the goods covered by this order are fit and safe for consumer use, if so intended;

(d) Vendor's performance hereunder, including its provision of goods and services, will be in accordance

with all applicable laws, rules and regulations; and

(e) that Vendor has sufficient right, title and interest in the goods and services to provide them to

Veteran Corps of America (including its customers) as contemplated hereunder.

All Original Equipment Manufacturer ("OEM") warranty's flow to Veteran Corps of America, which may then be assigned by Veteran Corps of America to its customer(s) and such warranties do not commence until the goods and services are accepted by Veteran Corps of America's customer.

All representations and warranties of Vendor, together with its service warranties and guarantees, if any, shall run to Veteran Corps of America and Veteran Corps of America's customers. The foregoing representations and warranties shall survive any delivery, inspection, acceptance, or payment by Veteran Corps of America.

Vendor shall comply with the minimum service life for the offered good as provided for in the Purchase Order, Vendor's documentation related to the good, or in Vendor's quote to Veteran Corps of America (if one was provided), whichever service life is longer.

PRICE PROTECTION

Vendor warrants that the prices charged for the goods and/or services purchased pursuant hereto shall be no higher than Vendor's current price to any other customer, for the same quality and quantity of such goods or services. Vendor agrees to protect Veteran Corps of America against general price decline and in the event that during the period of awarded Purchase Order Vendor reduces said prices to any of its other customers for the same or similar

products of the same or similar quantity, then the prices specified in the Purchase Order shall be lowered to reflect the reduced prices effective as of the date the lower prices shall were offered to Vendor's other customers.

CHANGES

Veteran Corps of America may, by written notice to Vendor at any time before completion of the Purchase Order or complete delivery is made under the Purchase Order, make changes within the general scope of the Purchase Order in any one or more of the following: (a) drawings, designs, or specifications; (b) quantity; (c) place of delivery; (d) method of shipment or routing; and/or (e) make changes in the amount of Veteran Corps of America furnished property. If any such change causes a material increase or decrease in the cost of, or the time required, for the performance of any part of the work under the Purchase Order, Veteran Corps of America shall make an equitable adjustment in the Purchase Order price or delivery schedule, or both, and shall modify the Purchase Order via amendment thereto. The Vendor must have notified Veteran Corps of America in writing of any request for such adjustment within fourteen (14) days from the date of such notice from Veteran Corps of America or from the date of any act of Veteran Corps of America that Vendor considers constitutes a change. Vendor shall proceed with the work as changed without interruption.

CONFIDENTIALITY; NON-DISCLOSURE; INTELLECTUAL PROPERTY

Vendor agrees that it will keep confidential and not disclose, disseminate or publish the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data, computer programs and software or other technical or proprietary information furnished, loaned or bailed by Veteran Corps of America hereunder (hereinafter collectively referred to as "Items/Information", and Vendor further agrees that it will use such Items/Information only in the performance of the Purchase Order or, if authorized, other Purchase Orders from Veteran Corps of America and not otherwise without Veteran Corps of America's prior written consent. Notwithstanding any other provision herein, Veteran Corps of America and Vendor shall each retain ownership of, and all right, title and interest in and to, their respective pre-existing intellectual property unless there is a requirement for the assignment of intellectual property rights in the terms of the Purchase Order or the corresponding RFQ.

All Items/Information furnished, loaned or bailed by Veteran Corps of America hereunder, or fabricated, manufactured, purchased, or otherwise acquired by Vendor for the performance of the Purchase Order and specifically charged to Veteran Corps of America, are the property of Veteran Corps of America.

Upon completion, expiration or termination of the Purchase Order, Vendor shall return all Items to Veteran Corps of America in good condition, reasonable wear only excepted, together with all spoiled and surplus Items to Veteran Corps of America, or make such other disposition thereof as may be directed or approved by Veteran Corps of America. Vendor agrees to replace, at its expense, all such Items not so returned. Vendor shall make no charge for any storage, maintenance or retention of such Items. Vendor shall bear all risk of loss for all such Items in Vendor's possession.

Vendor also agrees to use any designs or data contained or embodied in such Items in accordance with any restrictive legends placed on such Items by the Veteran Corps of America or any third party. If Veteran Corps of America furnishes any material for fabrication hereunder, Vendor agrees: (a) not to substitute any other material for such fabrication without Veteran Corps of America's prior written consent, and (b) that title to such material shall not be affected by incorporation in or attachment to any other property.

Vendor shall not disclose information regarding the Purchase Order to any third party, unless such disclosure is necessary for the performance of Vendor's obligations under the Purchase Order, and then only to the extent necessary for such performance. No news releases, public announcement, denial or confirmation of any part of the subject matter of any Purchase Order or any phase of any program hereunder shall be made without prior written consent of Veteran Corps of America. The restrictions of this clause shall continue in effect for a period of five (5) years upon completion of the Purchase Order or as the parties may mutually agree in writing upon termination of the Purchase Order. In the absence of a written established period, no disclosure is authorized. Failure to comply with the provisions of this clause may be cause for termination of the Purchase Order. If Vendor and Veteran Corps of America have entered into a separate agreement regarding confidentiality and/or non-disclosure, then the terms of that agreement shall supplement the terms and conditions of this clause, and where more restrictive, supersede the terms and conditions of this clause.

Subject to the confidentiality provisions of the Purchase Order, each party retains the right to use its skill and the knowledge, experience, and know-how, including ideas, concepts, and techniques, whether developed prior to, independently of, or in the course of performing, receiving, or using the services provided by Vendor. If any written materials or other deliverables ("Deliverables") are provided by Vendor and identified in the Purchase Order as a "Deliverable," the following terms and conditions shall apply with respect to the intellectual property rights of Veteran Corps of America in such Deliverable:

Vendor hereby grants to Veteran Corps of America a nonexclusive, irrevocable, world-wide, perpetual, fully paid up and royalty-free license to use, copy, modify, maintain, support, and create derivative works of any Vendor Materials. "Materials" means any and all reports, computer programs, documentation, specifications, products, work product, software, source code, algorithms, routines, graphics, files, software patches, enhancements, modifications, diagrams, charts, functional descriptions, photographs, surveys, or other materials, writings, or derivatives thereof however delivered. Veteran Corps of America may not extract such licensed Vendor Materials from the Deliverables for use separately therefrom, unless so permitted in writing by Vendor. The foregoing license shall include use by Veteran Corps of America and Veteran Corps of America's employees, consultants, auditors, agents, and service providers, to the extent providing services to or on behalf of Veteran Corps of America. Any additional license terms and conditions shall be as mutually agreed by the parties in the Purchase Order.

If the parties do not set forth the ownership of any newly created deliverables expressly identified in the Purchase Order ("Newly Created Deliverables"), the following provisions shall apply: Veteran Corps of America shall own all rights, including all intellectual property rights, in the Newly Created Deliverables (including all components comprising same) and Vendor hereby assigns and agrees to assign to Veteran Corps of America all worldwide right, title and interest in, to and under all Newly Created Deliverables including the intellectual property rights therein. To the extent the Newly Created Deliverables, or any portion thereof, are works of authorship (as defined in the U.S. Copyright Act), Vendor expressly acknowledges and agrees that such Newly Created Deliverables, and/or the applicable portions thereof, shall be considered "works made for hire" with Veteran Corps of America deemed the author and owner. Vendor shall affix the following proprietary rights notice to Newly Created Deliverables and copies thereof: "Copyright [Date] by Veteran Corps of America, Inc. All rights reserved." Vendor shall also affix such other notices concerning proprietary rights, trademarks, service marks, and similar matters as Veteran Corps of America may reasonably direct from time to time.

INSURANCE PROVISION FOR PROCUREMENT PURCHASE ORDERS /SUBCONTRACTS

Without prejudice to Vendor's liability to indemnify Veteran Corps of America, Vendor shall procure at its expense and maintain for the duration of any properly awarded Purchase Order, and ensure that any of its subcontractors used in connection with the Purchase Order procure and maintain, the insurance policies required below with financially responsible insurance companies, and with policy limits not less than those indicated below.

(a) Workers' Compensation: Coverage for statutory obligations imposed by laws of any State in which the work is to be performed, including where applicable, coverage under the United States Longshoremen's and Harbor Workers' Act ("USL&H"), the Jones Act, and the Defense

Base Act (“DBA”). In addition, the policy shall be endorsed to waive the insurer’s rights of subrogation in favor of Veteran Corps of America.

(b) Employer’s Liability: Coverage for injuries to employees not covered by workers’ compensation with limits of at least \$1,000,000 each accident, \$1,000,000 each employee by disease, and \$1,000,000 policy limit by disease. In addition, the policy shall be endorsed to waive the insurer’s rights of subrogation in favor of Veteran Corps of America.

(c) Commercial General Liability: Coverage for third party bodily injury and property damage, personal injury, products and completed operations, contractual liability, and independent subcontractors’ liability with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Veteran Corps of America, its officers and employees, and Veteran Corps of America’s customer where required by Veteran Corps of America’s agreement with its customer, shall be named as additional insured and a waiver of subrogation shall be provided in favor of Veteran Corps of America.

(d) Business Automobile Liability: Coverage for use of all owned, non-owned, and hired vehicles with limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage liability. Veteran Corps of America, its officers and employees, and Veteran Corps of America’s customer where required by Veteran Corps of America’s Purchase Order with its customer, shall be named as additional insured and a waiver of subrogation shall be provided in favor of Veteran Corps of America.

(e) Professional Liability: If Vendor is performing any professional services, coverage for damages (including financial loss) caused by any acts, errors and omissions arising out of Vendor’s performance of professional services with limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate.

(f) All-Risk Property Insurance: Coverage to repair or replace property, including goods covered by the Purchase Order, of Veteran Corps of America and/or Veteran Corps of America’s customer which may be in the possession or control of Vendor. Veteran Corps of America shall be named as a loss payee with respect to loss or damage to said property and/or goods furnished by Veteran Corps of America. Further, Vendor assumes the risk of loss or destruction of or damage to any of its property and its employees’ property, whether owned, hired, rented, borrowed, or otherwise. Vendor waives and shall ensure that its employees waive all rights of recovery against Veteran Corps of America and Veteran Corps of America’s customer and their respective employees for any loss, destruction of or damage to any such property.

The required insurance coverage above shall be primary and non-contributing with respect to any other insurance that may be maintained by Veteran Corps of America and notwithstanding any provision contained herein, the Vendor, and its employees, agents, representatives, consultants, subcontractors and suppliers, are not insured by Veteran Corps of America, and are not covered under any policy of insurance that Veteran Corps of America has obtained or has in place.

Vendor shall make available upon request of Veteran Corps of America current certificates of insurance evidencing the insurance policies above, including evidence of additional insured status and waivers of subrogation where required. Veteran Corps of America reserves the right to refuse to accept policies from companies with an A.M. Best Rating of less than A- VII. Vendor, or its insurers, shall provide thirty (30) days advance written notice to Veteran Corps of America in the event of cancellation or material modification of any policy. Failure of Veteran Corps of America to demand such certificates or to identify any deficiency in the insurance provided shall not be construed as or deemed to be a waiver of Vendor's, or its subcontractors', obligations to maintain the above insurance.

INDEMNIFICATION

Vendor shall defend, indemnify and hold Veteran Corps of America and Veteran Corps of America's customers harmless from and against any and all damages, losses, liabilities and expenses (including reasonable attorneys' fees) ("Damages") arising out of or relating to any actual or threatened claims, causes of action, lawsuits or other proceedings ("Claims"), regardless of legal theory, resulting in whole or in part, from Vendor's (or any of Vendor's subcontractors, suppliers, employees, agents or representatives):

(a) intentional misconduct, negligence, or fraud;

(b) breach of any representation, warranty or covenant made herein, (c) non-compliance with any applicable law, rule or regulation; or

(c) products or services including, without limitation, any claims that such products or services infringe

any United States patent, copyright, trademark, trade secret or any other proprietary right of any third party.

Veteran Corps of America shall promptly notify Vendor of any claim against Veteran Corps of America that is covered by this indemnification provision and shall, at its option, authorize representatives of Vendor, at Vendor's sole cost and expense, to settle or defend any such Claim, subject to approval by Veteran Corps of America, and to represent Veteran Corps of America in, or to take charge of, any litigation or other form of dispute resolution in connection therewith.

INFRINGEMENT INDEMNITY

Vendor shall defend, indemnify and hold Veteran Corps of America, including its shareholders, officers, employees, agents and customers, harmless from any Damages arising out of or relating to any Claims based on an allegation that any good or service furnished under the Purchase Order infringes any third party intellectual property rights, provided that Vendor is notified in writing of the suit and given authority, information, and assistance at Vendor's expense for the defense of same. If the use or sale of said item is enjoined as a result of such suit, Vendor, at no expense to Veteran Corps of America, shall obtain for Veteran Corps of America and its customers the right to use and sell said item or shall substitute an equivalent item acceptable to Veteran Corps of America and extend this patent indemnity thereto.

Notwithstanding the foregoing paragraph, when this order is performed under the authorization and consent of the U.S. Government to infringe U.S. Patents, Vendor's liability for infringement of such Patents in such performance shall be limited to the extent of the obligation of Veteran Corps of America to indemnify the U.S. Government.

DEFAULT

Veteran Corps of America may, by written notice of default to the Vendor and in addition to any other remedies it may have, terminate the whole or any part of any Purchase Order in any one of the following circumstances:

- (a) if Vendor fails to make progress in the work so as to endanger performance or delivery of the goods or to perform the services within the time specified herein or any extension thereof;
- (b) if Vendor fails to perform any of the other provisions of the Purchase Order and does not cure such failure within a period of ten (10) days (or such longer period as Veteran Corps of America may authorize in writing) after receipt of notice from the Veteran Corps of America specifying such failure;

(c) Vendor becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts as they become due; or

(d) if Veteran Corps of America's customer terminates its need for the goods or services.

If the Purchase Order is terminated by Veteran Corps of America for cause, Veteran Corps of America may procure or otherwise obtain, upon such terms and in such manner as Veteran Corps of America may deem appropriate, goods and/or services similar to those terminated, and Vendor, subject to the exceptions set forth below, shall be liable to Veteran Corps of America for any excess costs of such similar goods or services. If the termination by Veteran Corps of America is for reasons other than for cause, Vendor shall submit a final termination settlement proposal to the Veteran Corps of America. The Vendor shall submit the proposal promptly but no later than ten (10) days from the effective date of the termination. If Vendor fails to submit the proposal within the time allowed, Veteran Corps of America may determine the amount, if any, due the Vendor resulting from the termination.

Upon termination, Vendor shall transfer title and deliver to Veteran Corps of America, in the manner and to the extent requested in writing by Veteran Corps of America, such complete articles, partially completed articles and materials, parts, tools, dies, patterns, jigs, fixtures, plans, drawings, Deliverables, information and rights as Vendor has produced or acquired for the performance of the terminated part of the Purchase Order, and Veteran Corps of America will pay Vendor the Purchase Order price for complete articles delivered to and accepted by Veteran Corps of America (unless such acceptance has been impaired by Vendor's breach) and the fair value of the other property of Vendor so requested and delivered.

Vendor shall continue performance of the Purchase Order to the extent not terminated. In case of Vendor's default, Veteran Corps of America's rights as set forth herein shall be in addition to Veteran Corps of America's other rights although not set forth in the Purchase Order.

Vendor shall not be liable for damages resulting from default due to unforeseeable causes beyond the Vendor's control and without Vendor's fault or negligence, provided, however, that if Vendor's default is caused by the default of a subcontractor or supplier, such default must arise out of unforeseeable causes beyond the control of both Vendor and their subcontractor(s) or supplier(s), and without the fault or negligence of either of them and, provided further, the goods or services to be furnished by the subcontractor(s) or supplier(s) were not obtainable from other sources.

NON-WAIVER OF RIGHTS

The failure of Veteran Corps of America to insist upon strict performance of any of the terms and conditions in the Purchase Order, or to exercise any rights or remedies, shall not be construed as a waiver of its rights to assert any of the same or to rely on any such terms or conditions at any time thereafter. The invalidity in whole or in part of any term or condition of these Terms and Conditions shall not affect the validity of other parts hereof.

APPLICABLE STATE LAW AND COMPLIANCE

This Purchase Order shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Vendor agrees to comply with the applicable provisions of any federal, state or local law or ordinance and all orders, rules and regulations issued there under.

EXPORT CONTROL COMPLIANCE FOR FOREIGN PERSONS

The subject technology of the Purchase Order (together including data, services, and hardware provided hereunder) may be controlled for export purposes under the International Traffic in Arms Regulations ("ITAR") controlled by the U.S. Department of State or the Export Administration Regulations ("EAR") controlled by the U.S. Department of Commerce. ITAR controlled technology may not be exported without prior written authorization and certain EAR technology requires a prior license depending upon its categorization, destination, end-user and end-use. Exports or re-exports of any U.S. technology to any destination under U.S. sanction or embargo are forbidden.

Access to certain technology by Foreign Persons (working legally in the U.S.), may require an export license if the controlled technology would require a license prior to delivery to the Foreign Person's country of origin. Vendor is bound by U.S. export statutes and regulations and shall comply with all U.S. export laws. Vendor shall have full responsibility for obtaining any export licenses or authorization required to fulfill its obligations under the Purchase Order.

Vendor hereby certifies that all Vendor employees who have access to controlled technology are U.S. citizens, have permanent U.S. residency or have been granted political asylum or refugee status in accordance with 8 U.S.C. §1324b(a)(3). Any non-citizens who do not meet one of these criteria are "Foreign Persons" within the meaning of this clause but have been authorized under export licenses to perform their work hereunder.

STANDARDS OF BUSINESS ETHICS & CONDUCT

Veteran Corps of America believes in fair and open competition and is committed to conducting its business fairly, impartially and in an ethical and proper manner. Veteran Corps of America is a Service Disabled Veteran Owned Small Business (SDVOSB) with the highest quality and ethical standards. These characteristics make it imperative that Veteran Corps of America employees adhere to a particularly high ethical standard. Veteran Corps of America ownership both demands and fosters highly ethical conduct because Veteran Corps of America can be successful only when employees look after long-term interests of the company and resist pressures to compromise Veteran Corps of America's standards. Veteran Corps of America's expectation is that Vendor also will conduct its business fairly, impartially and in an ethical and proper manner. If Vendor has cause to believe that Veteran Corps of America or any employee or agent of Veteran Corps of America has acted improperly or unethically under this Purchase Order, Vendor shall report such behavior to the Veteran Corps of America Human Resources Manager at 703.691.8387 (VETS). Copies of the Veteran Corps of America Code of Business Ethics and Conduct are available from the Veteran Corps of America Human Resources Manager.

INTELLECTUAL PROPERTY MANAGEMENT PLAN

Where applicable, Vendor agrees to develop an Intellectual Property Plan ("IPP") for each product developed under the Purchase Order that can be utilized as a research resource or tool by not-for-profit and for-profit organizations. The IPP must:

(a) Be in compliance with the provisions and spirit of the Bayh-Dole Act (35 U.S.C. §§ 200, et seq.); (b) Be consistent with the Bayh-Dole Act and provide for the Government acquiring a non-exclusive

license for the use of the product;

(c) Be in compliance with the provisions and spirit of the: Principles and Guidelines for Recipients of NIH Grants and Purchase Orders on Obtaining and Disseminating Biomedical Research Resources (64 FR

72090, December, 1999; available at <http://ott.od.nih.gov/pdfs/64FR72090.pdf>);

(d) Provide for the subject product being freely available for use within the DOD Project, and

(e) Not impose inappropriate reach-through royalty terms on the sale of an end item developed using the product.

An IPP for a product that is developed under the Purchase Order must be submitted to Veteran Corps of America and approved prior to initial sale or transfer of the product other than as provided in (d) above.

PACKAGING, MARKING, AND SHIPPING

All goods provided by Vendor shall be packaged, marked, and shipped in accordance with the Purchase Order. The Vendor shall guarantee that all required reports should be delivered in legible and acceptable condition.

(a) Packaging: For the purpose of reports, "immediately usable and acceptable condition" includes securing the pages together in a suitable and reasonable manner to be agreed upon by Veteran Corps of America. Boxes and/or other types of outer packaging, i.e., containers, wraps, etc., shall be suitable to the type of items being transmitted; and the mode of transportation utilized shall assure that such materials be received in an acceptable condition.

(b) Marking: All reports and/or other deliverable items under the Purchase Order shall be marked on the cover and cover page with the following identifiers: 1. Purchase Order Number; and 2. Name of Vendor.

(c) Shipping: Shipping shall be accomplished by reasonable and suitable means that will ensure the integrity of the product delivered.

PRODUCT RETURNS

In the event that the Vendor delivers broken or defective materials under the Purchase Order, the Vendor shall immediately issue to Veteran Corps of America a Return Materials Authorization ("RMA") number, designate the address for the return, and replace the defective materials, at their expense. If Veteran Corps of America's customer directs Veteran Corps of America to reduce the quantity of item(s) ordered, the Vendor shall immediately issue to Veteran Corps of America an RMA number, designate the address for the return, and notify Veteran Corps of America of any restocking fee (which fee is waived if not quoted as part of the Purchase Order). The Vendor shall refund Veteran Corps of America any monies received, less any applicable restocking fee, within 14 days of receipt of returned materials at the Vendor's location.

MISCELLANEOUS

Vendor may not assign the Purchase Order or any interest herein, or delegate any obligation hereunder without the prior written consent of Veteran Corps of America. If Vendor fails to obtain Veteran Corps of America's prior written consent, any such assignment or delegation shall be null and void. For all permitted assignments and delegations, the Purchase Order shall bind and inure to the benefit of the parties and their successors and assigns. Any signed Purchase Order shall be binding on the parties through facsimile or scanned and emailed signatures. All notices, requests and demands, other than routine communications under the Purchase Order, shall be in writing and shall, if properly addressed, be deemed to have been duly given when delivered, or when transmitted by confirmed facsimile, or one (1) business day after being given to an overnight courier with a reliable system for tracking delivery, or three (3) business days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. Both parties agree that they are independent entities. Nothing in the Purchase Order shall be construed to create a partnership, joint venture, or agency relationship between the parties. Each party is responsible for the supervision, management, direction, employment costs, and payment of compensation of its own employees. Unless otherwise expressly set forth in the Purchase Order, all remedies available to either party for breach of the Purchase Order are cumulative and may be exercised concurrently or separately, are in addition to any other rights and remedies provided by law, and the exercise of any one remedy will not be deemed an election of such remedy to the exclusion of other remedies. No failure of either party to exercise any power or right granted hereunder to insist upon strict compliance with any obligation hereunder, and no custom or practice of the parties with regard to the terms and performance hereof shall constitute a waiver of the rights of such party to demand full and exact compliance with the terms of the Purchase Order. These Terms and Conditions, the Purchase Order and its exhibits, appendices, or any other attachments constitutes the entire understanding of the parties with respect to the subject matter herein. This Purchase Order may not be amended or modified by a purchase order, invoice or similar form, conduct manifesting assent, or by electronic signature, and each party is hereby put on notice that any individual purporting to amend or modify the Purchase Order by a purchase order, invoice or similar form, conduct manifesting assent or by electronic signature is not authorized to do so. No effect will be given to any click-wrap, browse-wrap or other pre-printed standard license agreement for any deliverable supplied by Vendor under the Purchase Order. No waiver of any provision or right hereunder will be valid unless it is in writing and signed by the party giving such waiver. If any provision of the Purchase Order is held by a court of competent jurisdiction to be overly broad, excessive, or unenforceable in any circumstances or to any extent, then the remainder of the Purchase Order and the application of such provision or portion in all other circumstances shall be valid and enforceable to the fullest extent permitted by law or equity.

FAR FLOWDOWN PROVISIONS

In the event this Purchase Order bears a U.S. Government contract number or the designation "Government" on the face hereof, this Purchase Order and the contract resulting there from shall be subject to the FAR Flow down Provisions.

A. INCORPORATION OF FAR CLAUSES

The Federal Acquisition Regulation (FAR) clauses referenced 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 Contract. 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 instead. The Contracts Disputes Act shall have no application to this Contract. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Contract.

B. GOVERNMENT SUBCONTRACT

This Contract is entered into by the parties in support of a U.S. Government contract. As used in the FAR clauses referenced below and otherwise in this Contract:

1. "Commercial Item" means a commercial item as defined in FAR 2.101.
2. "Contract" means this contract.
3. "Contracting Officer" shall mean the U.S. Government Contracting Officer for Veteran Corps of America government prime contract under which this Contract is entered.
4. "Contractor" and "OFFEROR" means the SELLER acting as the immediate (first tier) subcontractor to Veteran Corps of America.
5. "Prime Contract" means the contract between Veteran Corps of America and the U.S. Government or between
Veteran Corps of America and its higher-tier contractor who has a contract with the U.S. Government.
6. "Subcontract" means any contract placed by the contractor or lower-tier subcontractors under this Contract.

FAR FLOWDOWN CLAUSES**1. The following FAR clauses apply to Orders of all Values:**

FAR Clause	Title
52.246-11	Higher Level Contract Quality Requirement (Manufacturers)
52.211-02	Availability Of Specifications, Standards, And Data Item Descriptions Listed In The Acquisition Streamlining And Standardization Information System (ASSIST)
252.211-7001	Availability Of Specifications, Standards, And Data Item Descriptions Not Listed In The Acquisition Streamlining And Standardization Information System (ASSIST), And Plans, Drawings, And Other Pertinent Documents
252.211-7006	Radio Frequency Identification
52.211-9010	Shipping Label Requirements – Military-Standard (MIL-STD) 129P
52.211-9013	Shipper’s Declaration Of Dangerous Goods
52.211-9033	Packaging And Marking Requirements
52.211-9036	Physical Item Identification/Bare Item Marking (LAND & MARITIME)
52.246-9062	Repackaging To Correct Packaging Deficiencies
52.247-9012	Requirements For Treatment Of Wood Packaging Material (WPM)
52.246-2	Inspection Of Supplies Fixed Price
52.246-11	Higher-Level Contract Quality Requirement
252.246-7000	Material Inspection And Receiving Report
52.246-9004	Product Verification Testing
52.246-9008	Inspection And Acceptance At Origin
52.246-9019	Material And Inspection Report
52.211-17	Delivery Of Excess Quantities
52.211-9020	Time Of Delivery - Accelerated
52.211-9024	Shelf-Life Items Manufacturing Restrictions
52.242-17	Government Delay Of Work
52.247-29	F.O.B. Origin
52.247-65	F.O.B. Origin, Prepaid Freight - Small Package Shipments
52.247-9035	Shipping Instructions
52.247-9038	Shipping Instruction For DLA Direct Acquisitions
52.247-9056	Addendum To Far 52.247-29 Free On Board (F.O.B.) Origin
52.247-9059	F.O.B. Origin, Government Arranged Transportation
52.247-9034	Point Of Contact For Transportation Instructions
52.247-9058	First Destination Transportation (FDT) Program - Shipments Originating From Outside The Contiguous United States (OCONUS)
252.232-7006	WIDE AREA WORKFLOW Payment Instructions (Deviation)
252.223-7001	Hazard Warning Labels
52.246-9039	Removal Of Government Identification From Non-Accepted Supplies
252.203-7000	Requirements Relating To Compensation Of Former DOD Officials
252.203-7002	Requirement To Inform Employees Of Whistleblower Rights
252.204-7003	Control Of Government Personnel Work Product
252.204-7004	Alternate A, System For Award Management
252.204-7012	Safeguarding Of Unclassified Controlled Technical Information

52.209-06	Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Suspension
52.211-15	Defense Priority And Allocation Requirements
252.211-7005	Substitutions For Military Or Federal Specifications And Standards
52.211-9002	Priority Rating
52.215-08	Order Of Precedence - Uniform Contract Format
52.219-06	Notice Of Total Small Business Set-Aside
52.219-06	Notice Of Total Small Business Set-Aside (Nov 2011), Alt I
52.219-06	Notice Of Total Small Business Set-Aside (Nov 2011), Alt II
52.222-19	Child Labor - Cooperation With Authorities And Remedies
52.222-20	Walsh-Healey Public Contracts Act
52.222-21	Prohibition Of Segregated Facilities
52.222-26	Equal Opportunity
52.222-26	Equal Opportunity (Mar 2007), Alt I
52.222-36	Affirmative Action For Workers With Disabilities
52.222-36	Affirmative Action For Workers With Disabilities (Oct 2010), Alt I
52.222-50	Combatting Trafficking In Persons
52.223-03	Hazardous Material Identification And Material Safety Data
52.223-11	Ozone-Depleting Substances
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials
52.223-9000	Material Safety Data Sheets And Hazard Warning Labels
52.225-13	Restrictions On Certain Foreign Purchases
252.225-7002	Qualifying Country Sources As Subcontractors
252.225-7007	Prohibition On Acquisition Of United States Munitions List Items From Communist Chinese Military Companies
252.225-7036	Buy American - Free Trade Agreements - Balance Of Payments Program
252.225-7036	Buy American - Free Trade Agreements - Balance Of Payments Program (Nov 2012), Alt I
252.225-7036	Buy American -Free Trade Agreement - Balance Of Payments Program (Nov 2012), Alt II
252.225-7036	Buy American - Free Trade Agreement - Balance Of Payments Program (Jun 2012), Alt III
252.225-7036	Buy American - Free Trade Agreement - Balance Of Payments Program (Nov 2012),Alt IV
252.225-7041	Correspondence In English
52.232-01	Payments
52.232-08	Discounts For Prompt Payment
52.232-11	Extras
52.232-25	Prompt Payment
252.232-7003	Electronic Submission Of Payment Requests And Receiving Reports
252.232-7010	Levies On Contract Payments
52.232-9010	Accelerated Payments To Small Business
52.233-01	Disputes
52.233-03	Protest After Award
52.233-04	Applicable Law For Breach Of Contract Claim
52.244-06	Subcontracts For Commercial Items
52.246-9043	Higher-Level Contract Quality Requirement (Non-Manufacturers)

52.247-01	Commercial Bill Of Lading Notations
52.247-68	Report Of Shipment (Reship)
252.247-7023	Transportation Of Supplies By Sea
52.249-01	Termination For Convenience Of The Government (Fixed-Price) (Short Form)
52.252-02	Clauses Incorporated By Reference
52.253-01	Computer Generated Forms
252.225-7048	Export Controlled Items
52.203-3	Gratuities
52.203-5	Covenant Against Contingent Fees
52.203-6	Restrictions On Contractor Sales To The Government
52.203-7	Anti-Kickback Procedures
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.
52.204-5	Women-Owned Business (Other Than Small Business)
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment
52.211-5	Material Requirements
52.211-14	Notice of Priority Rating for National Defense Use
52.211-15	Defense Priority and Allocation Requirements
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.215-21	Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data Modifications
52.219-8	Utilization of Small Business Concerns
52.219-22	Small Disadvantaged Business Status
52.222-1	Notice to the Government of Labor Disputes
52.222-2	Payment for Overtime Premiums
52.222-3	Convict Labor
52.222-4	Contract Work Hours and Safety Standards Act-Overtime Compensation
52.222-11	Subcontracts (Labor Standards)
52.222-12	Contract Termination—Debarment
52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products
52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity
52.222-41	Service Contract Act of 1965, as Amended
52.222-43	Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts).
52.222-44	Fair Labor Standards Act and Service Contract Act--Price Adjustment
52.223-3	Hazardous Material Identification and Material Safety Data
52.223-4	Recovered Material Certification
52.223-7	Notice of Radioactive Materials

52.223-14	Toxic Chemical Release Reporting
52.223-11	Ozone-Depleting Substances
52.224-2	Privacy Act
52.225-1	Buy American Act—Supplies
52.225-5	Trade Agreements
52.225-2	Buy American Act Certificate
52.225-8	Duty-Free Entry
52.225-9	Buy American Act Construction Materials
52.225-13	Restriction on Certain Foreign Purchases
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises
52.227-1	Authorization and Consent
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-9	Refund of Royalties
52.227-11	Patent Rights – Retention by the Contractor (Short Form)
52.227-12	Patent Rights – Retention by the Contractor (Long Form)
52.227-19	Commercial Computer Software-Restricted Rights
52.228-5	Insurance – Work on a Government Installation
52.232-17	Interest
52.234-1	Industrial Resources Developed Under Defense Production Act Title III
52.236-13	Accident Prevention
52.242-13	Bankruptcy
52.242-15	Stop Work Order
52.243-1	Changes--Fixed-Price
52.244-5	Competition in Subcontracting
52.244-6	Subcontracts for Commercial Items and Commercial Components
52.245-2	Government Property (If provided under this order)
52.245-17	Special Tooling (Applicable to any order that involves special tooling)
52.245-18	Special Test Equipment (Applicable to any order which involves the acquisition or fabrication of special test equipment)
52.246-2	Inspection of Supplies
52.247-63	Preference for U.S. Flag Air Carriers
52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels

2. The following FAR clauses apply to this Order if the value of this Order equals or exceeds \$10,000:

FAR Clause	Title
52.222-20	Walsh-Healy Public Contracts Act
52.222-22	Previous Contracts and Compliance Reports
52.222-25	Affirmative Action Compliance
52.222-36	Affirmative Action for Workers With Disabilities
52.222-38	Compliance with Veterans' Employment Reporting Requirements

3. The following FAR clauses apply to this Order if the value of this Order equals or exceeds \$25,000:

FAR Clause	Title
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans
52.222.37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans
52.225-3	Buy American Act--North American Free Trade Agreement--Israeli Trade Act
52.225-4	Buy American Act North American Free Trade Agreement--Israeli Trade Act Certificate

4. The following FAR clauses apply to this Order if the value of this Order equals or exceeds \$100,000:

FAR Clause	Title
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.215-2	Audit and Records-Negotiation
52.215-14	Integrity of Unit Prices
52.215-15	Pension Adjustments and Asset Reversions
52.223-6	Drug-Free Workplace
52.223-13	Certification of Toxic Chemical Release Reporting
52.223-14	Toxic Chemical Release Reporting
52.248-1	Value Engineering

5. The following FAR clauses apply to this Order if the value of this Order equals or exceeds \$500,000:

FAR Clause	Title
52.214-26	Audit and Records-Sealed Bidding
52.214-28	Subcontractor Cost or Pricing Data-Modifications Sealed Bidding
52.215-2	Audit and Records—Negotiation
52.215-7	Waiver of Facilities Capital Cost of Money
52.215-10	Price Reduction for Defective Cost or Pricing Data.
52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications
52.215-12	Subcontractor Cost or Pricing Data
52.215-13	Subcontractor Cost or Pricing Data – Modifications
52.215-16	Facilities Capital Cost of Money
52.215-18	Reversion or Adjustment of Plans for Post Retirement Benefits Other than Pensions (PRB)
52.215-19	Notification of Ownership Changes
52.215-21	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data - Modifications
52.219-9	Small Business Subcontracting Plan (Applicable if the Contractor is not a small business)
52.219-16	Liquidated Damages--Subcontracting Plan
52.230-1	Cost Accounting Standards Notices and Certification
52.230-2	Cost Accounting Standards
52.230-3	Disclosure and Consistency of Cost Accounting Practices
52.230-4	Consistency in Cost Accounting Practices

52.230-5	Disclosure and Consistency of Cost Accounting Practices
52.230-6	Administration of Cost Accounting Standards

DOD FAR SUPPLEMENT FLOWDOWN CLAUSES

7. The following DOD FAR Supplement clauses apply to this Order:

DOD FAR Supplement Clause	Title
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material
252.209-7000	Acquisition Under INF Treaty (Applicable to any Order greater than \$100K)
252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country
252.215-7000	Pricing Adjustments (Applicable when cost or pricing data is required)
252.219-7000	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Applicable to any Order equal to or greater than \$500K)
252.223-7001	Hazard Warning Labels
252.225-7001	Buy American Act and Balance of Payments Program
252.225-7002	Qualifying Country Sources as Subcontractors
252.225-7007	Buy American Act/Trade Agreements/Balance of Payment
252.225-7012	Preference for Certain Domestic Commodities
252.225-7013	Duty Free Entry
252.225-7014	Preference for Domestic Specialty Metals
252.225-7015	Preference for Domestic Hand or Measuring Tools
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings
252.225-7022	Restriction on Acquisition of Polyacrlonitrile (PAN)
252.225-7025	Restriction on Acquisition of Forgings
252.225-7026	Reporting of Contract Performance Outside of the United States
252.225-7027	Restriction on Contingent Fees for Foreign Military Sales
252.225-7028	Exclusionary Policies and Practices of Foreign Governments
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate
252.225-7031	Secondary Arab Boycott of Israel
252.226-7001	Utilization of Indian Organizations and Indian Owned Economic Enterprises and Native Hawaiian Small Business Concerns
252.227-7013	Rights in Technical Data--Noncommercial Items
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7015	Technical Data – Commercial Items
252.227-7016	Rights in Bid or Proposal Information
252.227-7019	Validation of Asserted Restriction – Computer Software
252.227-7025	Limitations on the Use or Disclosure of Government-furnished Information Marked with Restrictive Legends
252.227-7026	Deferred Delivery of Technical Data or Computer Software
252.227-7027	Deferred Ordering of Technical Data or Computer Software

252.227-7030	Technical Data Withholding of Payment
252.227-7036	Declaration of Technical Data Conformity
252.227-7037	Validation of Restrictive Markings on Technical Data
252.227-7039	Patents – Reporting of Subject Inventions
252.231-7000	Supplemental Cost Principles
252.243-7001	Pricing of Contract Modifications
252.246-7001	Warranty of Data
252.247-7023	Transportation of Supplies by Sea
252.247-7024	Notification of Transportation of Supplies by Sea
252.249-7002	Notification of Anticipated Contract Termination or Reduction