



INFRASTRUCTURE DEFENSE TECHNOLOGIES, LLC. PURCHASE ORDER TERMS AND CONDITIONS

The following terms and conditions, with any purchase order form, all attachments and exhibits attached thereto, and all specifications, drawings, notes, instructions and other written materials incorporated therein (the "**Purchase Order**"), shall apply to the purchase of the products and/or services by Infrastructure Defense Technologies, LLC. ("**IDT**"). This Purchase Order constitutes the entire agreement between IDT Inc. and the vendor listed on the IDT Purchase Order form ("**Seller**") with respect to the products and/or services described therein, and supersedes all prior oral and written communications and agreements relating thereto, except for currently-in-effect agreements executed by both IDT and Seller that are intended to apply to the specific transaction described in the Purchase Order.

1. **Acceptance and Precedence of Terms.** Seller's acknowledgement of this Purchase Order or commencement of performance shall constitute Seller's acceptance of all of, and only, these terms and conditions. Any additional or different terms in Seller's documents are hereby deemed material alterations and notice of objection and rejection of them is hereby given. This Purchase Order shall be controlling over any additional, inconsistent or conflicting terms of any purchase order, confirmation, invoice, acknowledgement, release, or other written correspondence, even if accepted in writing by both parties. Acceptance of the products or services delivered under this Purchase Order shall not constitute acceptance of Seller's terms and conditions.
2. **Shipment and Delivery.** Time is of the essence. Seller shall immediately notify IDT in the event that Seller's timely performance under this Purchase Order is or is likely to be delayed, in whole or in part, and Seller shall provide IDT with all available information regarding the reasons for such delay. Such notice shall not constitute a waiver by IDT of any of Seller's obligations hereunder. If only a portion of the products specified in this Purchase Order is available for shipment to meet the delivery date specified in this Purchase Order ("**Delivery Date**"), Seller shall notify IDT and, unless IDT instructs otherwise, (i) ship the available products in time to ensure timely delivery and (ii) ship, at Seller's own costs, the remaining portion of the products as soon as such products become available to Seller. Unless otherwise expressly agreed to in writing, all products delivered to IDT shall be F.O.B. IDT's ship-to address set forth in this Purchase Order without charge to IDT for crating or storage. All customs, duties, costs, taxes, insurance premiums, and other expenses relating to such transportation and delivery shall be paid solely by Seller. If the specified mode of transportation would not permit Seller to meet the Delivery Date, Seller shall ship such products by air freight or other expedient means acceptable to IDT, and Seller shall pay the difference in cost of freight. If Seller fails to deliver the products and/or services ordered by IDT on or before the Delivery Date, IDT may terminate this Purchase Order. If the products and/or services ordered by IDT are in excess of the amounts stated on this Purchase Order or are delivered more than three (3) business days prior to the Delivery Date, IDT may either reject such products and/or services and return the shipment to Seller or accept the products and/or services pursuant to Section 7. Such shipments will be held at Seller's risk and expense including storage charges while awaiting Seller's shipping instructions. Goods for which return shipping instructions are not received within a reasonable time may be destroyed or, in IDT's sole discretion, sold by IDT and the proceeds, if any, applied toward storage charges. Seller shall not, without IDT's prior written consent, commence to manufacture or procure any of the products specified in this Purchase Order in advance of Seller's normal lead time for such products. In the absence of IDT's prior written consent, IDT shall have no obligations, in the event of termination or a change of this Purchase Order, with respect to any products manufactured or procured in advance of Seller's normal lead time for such products. Notice under this section may be given via facsimile (provided that receipt of transmission is confirmed).
 - a. **Shipment.** The supplier must provide all information required to comply with any applicable import and export laws and regulations, including but not limited to import classification (such as Harmonized Tariff Schedule), export classification (such as Export Control Classification Number), and country of origin of all items supplied to IDT. The relevant information must appear on the commercial invoice and the packing list.
3. **Return.** IDT may return to Seller, at Seller's own risk and expense, including, without limitation, transportation and insurance charges: (i) products that do not meet the warranties specified herein; (ii) products, which are not accepted pursuant to Section 7; and (iii) products, which constitute over-shipments or early shipments by Seller.
4. **Packing.** Seller shall preserve, pack, package, and handle the products to protect them from loss or damage and in accordance with good commercial practice and IDT's specifications. Seller shall be liable for and shall promptly refund to IDT the amount of any loss or damage due to Seller's failure to properly preserve, pack, package or handle such products. Seller shall include with each shipment of products an itemized packing list, which sets forth the number of this Purchase Order, product numbers, a description and the quantity of each of the products shipped, weight, and the date of shipment. The Purchase Order number shall be plainly visible on every invoice, package, bill of lading, and shipping order provided by Seller.

5. **Prices.** The prices for the products and/or services provided hereunder shall be the lowest prices for which Seller is selling such products and/or services, taking into account any differences in quantities, schedule, and other material terms. IDT shall be entitled to receive any price reduction which Seller makes to others for comparable products or services as of the later of (i) the Delivery Date for the products and/or the date upon which Seller is to begin performing the services hereunder, (ii) the date of actual delivery of the products and/or date upon which Seller commences the services, or (iii) the date of invoice for the products and/or services.
6. **Payments.** All payments due hereunder to Seller shall be paid to Seller in currency as stated on Purchase Order not later than thirty (30) days following the later of (i) the Delivery Date, (ii) the date of IDT's acceptance of all of the products and/or services hereunder, or (iii) IDT's receipt of a properly prepared invoice and certifications of conformance of the products to the specifications, if applicable. Partial payments may be made, if specifically authorized by Seller in writing. IDT may at any time set off any amount owed by IDT to Seller against any amount owed to IDT by Seller or any of its affiliates. Seller shall pay, without charge to IDT, any federal, state, or local tax or other government charge or assessment relating to the production, sale, or shipment of any of the products hereunder, unless expressly otherwise provided in an exhibit attached hereto.
7. **Inspection, Acceptance and Rejection of Goods and Services.** IDT may inspect, at any time upon prior notice to Seller, Seller's manufacture of the products, including the manufacturing facilities and equipment. No inspection or test made prior to final acceptance shall relieve Seller from responsibility for defects or other failure to meet the requirements of this Purchase Order. Seller shall carefully inspect all products prior to shipment. IDT may reject any portion or all of any shipment of products that does not conform to the applicable specifications or descriptions within sixty (60) days of receipt and may return such rejected products to Seller for, at IDT's sole option, replacement, refund, or credit. Mill Certification for metal supplied is required at time of delivery as they are part of IDT's inspection process. Payment may be delayed if mill certification records are not provided. IDT's payment to Seller for products prior to IDT's timely rejection of such products as non-conforming shall not be deemed as acceptance by IDT and shall be subject to adjustment for errors, shortages, defects in the products, or other failure of Seller.
8. **Storage Fees.** Orders whereby customers have not taken possession of materials within 30 days of completion date will be subject to a storage charge of \$1.00 per square foot of floor space occupied per calendar day, payable before shipment of product to customer.
9. **Change Orders.** IDT may, at any time prior to the Delivery Date, by a written request (including via email or facsimile) suspend its purchase of products or services hereunder or make changes in (i) the quantities of products or the scope of services ordered or the Delivery Date, (ii) applicable drawings, designs, and/or specifications, (iii) the method of shipment or packing, and/or (iv) the place of delivery or service location. If such a change by IDT causes an increase in the cost of or the timing required for Seller's performance, and Seller immediately notifies IDT in writing, then the price and/or delivery schedule of the products or services corresponding to such changed portion(s) of this Purchase Order shall be equitably adjusted as mutually agreed upon by both parties, and the parties shall modify this Purchase Order accordingly in writing. Seller shall request such an adjustment no later than five (5) days from the date of Seller's receipt of IDT's notification of change; however, such period may be extended upon IDT's written approval. Nothing in this Section 8 is intended to excuse Seller from performing pursuant to this Purchase Order as changed or amended.
10. **Warranty.** Seller warrants to IDT and its customers for the longer of Seller's normal warranty period or for one (1) year following the date of IDT's acceptance of the products and/or services that (i) when received by IDT from Seller, the products shall be free from defects in design, material, workmanship and manufacture, (ii) the products and/or services will conform to the applicable documentation, specifications, drawings, samples, or to other descriptions set forth in this Purchase Order; (iii) the services will be performed in a professional and workmanlike manner; (iv) the products and/or services will be suitable for the purposes for which the products and/or services are intended including without limitation purposes made known to Seller; (v) Seller has good, unencumbered title to the products and has conveyed such good, unencumbered title to IDT; and (vi) all products are new and unused, unless otherwise specified by IDT. The foregoing warranties are in addition to all other warranties, whether express or implied, and will survive delivery, inspection, acceptance, or payment by IDT. If any of the products or services delivered by Seller do not meet the warranties specified herein or otherwise applicable, IDT may, at its option, (i) require Seller to correct any defective or non-conforming products by repair or replacement at no charge to IDT, or (ii) return such defective or non-conforming products to Seller at Seller's expense and recover from Seller all amounts paid heretofore, (iii) correct the defective or non-conforming products itself and charge Seller the cost of such correction, (iv) obtain a refund from Seller for all amounts paid for any defective or non-conforming services, or (v) utilize the defective product and require an appropriate reduction in price. The foregoing remedies are in addition to all other remedies at law or in equity or under this Purchase Order, for damages or otherwise, and shall not be deemed to be exclusive. All warranties shall run to IDT and to its customers. IDT's approval of Seller's product or design shall not relieve Seller of the warranties set forth herein, nor shall waiver by IDT of a requirement pertaining to any drawing or specification for one or more of the products constitute a waiver of such requirements for the remaining products to be delivered hereunder unless so stated by IDT in writing. The provisions of this Section shall not limit or affect the rights of IDT under Section 7.
11. **Termination.** IDT may terminate this Purchase Order, in whole or in part, at any time, by written, telephone, facsimile or email notice to Seller. Upon such termination, Seller will, to the extent and at the times specified by IDT, (i) stop all work under this Purchase Order, (ii)

place no further orders for materials to complete such work, (iii) if requested by IDT, assign to IDT all of Seller's rights, title and interests under terminated subcontracts and orders, (iv) settle all claims hereunder (after obtaining IDT's prior written approval), (v) protect all property in which IDT has or may acquire an interest, and (vi) transfer title and make delivery to IDT of all articles, materials, work in process, and other things held or acquired by Seller in connection with the terminated portion of this Purchase Order. Seller will promptly comply with IDT's instructions respecting each of the foregoing without awaiting settlement or payment of any amounts it may claim against IDT. Within six (6) months after such termination, Seller may submit to IDT its written claim, with supporting documentation, for any unavoidable material costs resulting from the termination. Failure to submit such claim within such six (6) month period will constitute Seller's waiver of all claims against IDT and a release of all of IDT's liability arising out of the termination. The parties may, after conferring with each other in good faith, agree upon the amount to be paid by IDT to Seller for such termination. Absent such agreement, IDT will pay Seller (subject to set off against amounts owed by Seller or any of its affiliated companies to IDT) the following amounts: (i) the price set forth in this Purchase Order for all products completed or services rendered in accordance with this Purchase Order to the extent not previously paid for; (ii) the reasonable actual costs incurred and paid by Seller which are properly allocable under recognized commercial accounting practices to the terminated portion of this Purchase Order; and (iii) the reasonable actual costs incurred and paid by Seller in making settlement hereunder and in protecting property in which IDT has or may acquire an interest. Payments made under this section shall not exceed the aggregate price of the products or services specified in the terminated portion of this Purchase Order, less payments otherwise made or to be made by IDT. Any amounts payable to Seller by IDT under this section shall exclude amounts relating to products that are lost, damaged, stolen, or destroyed. Upon the occurrence of any one of the following events, IDT shall have the unrestricted right, at its option, to cancel and terminate this Purchase Order without cost or liability to IDT: (a) Seller's insolvency or inability to meet obligations as they become due; (b) filing of voluntary or involuntary petition of bankruptcy by or against Seller; (c) institution of legal proceedings against Seller by creditors or stock holders; or (d) appointment of a receiver for Seller by any court of competent jurisdiction.

12. **Proprietary Interest and Confidentiality.** Seller agrees that any data, designs, specifications and all other business, product, technical and financial information it obtains from IDT, including information relating to any Purchase Order, shall be "**Confidential Information**" and is the sole property of IDT. No Confidential Information may be used by Seller to compete or assist any person to compete in the business of IDT or its affiliates. IDT shall own all intellectual property rights in any deliverables provided in connection with services provided. Any copyrightable material shall be "work for hire" to the extent permitted by law; if for any reason such material is not "work for hire," Seller hereby assigns all right, title and interest in such materials to IDT and agrees to assist IDT, at IDT's expense, to perfect such interest. Seller will hold in confidence and will not use or disclose any Confidential Information without IDT's prior written consent and shall similarly bind its employees, consultants and subcontractors in writing. Seller shall not disclose any Confidential Information to any person or entity other than those employees, consultants or subcontractors of Seller who have a legitimate need to know. Seller's nondisclosure obligation hereunder shall not apply to information it can document is generally available to the public or was rightfully disclosed to Seller by a third party without restriction. Upon IDT's request, or upon termination of this Purchase Order, Seller shall promptly return all Confidential Information and any copies thereof to IDT.
13. **Indemnification and Insurance.** Seller represents and warrants to IDT that there are no claims or liabilities for royalties, liens or any other encumbrances on the products supplied hereunder, and Seller shall indemnify, defend and hold IDT and its officers, directors, agents, employees, successors and customers harmless against any such claims and liabilities. Seller shall indemnify, defend and hold IDT and its officers, directors, agents, employees, successors and customers harmless against any and all claims, liabilities, losses, damages, settlements, costs and expenses (including attorneys' fees) made against or sustained by IDT arising from (i) the death of or bodily injury to any person or damage to property on account of any alleged or actual defect in any products provided hereunder, whether latent or patent, including, without limitation, improper construction or design, or failure to warn or caused by the negligence or willful misconduct of Seller or any subcontractor, agent, employee or consultant of Seller; (ii) all loss, liability, and damages arising from or caused directly or indirectly by any act or omission of Seller's agents, employees, or subcontractors; and (iii) all claims of infringement of any patent, trademark, copyright, or misappropriation of any trade secret, or infringement of any other intellectual property right. If IDT's use of any of the products is enjoined or, in IDT's reasonable opinion, is likely to be enjoined as result of any such infringement or alleged infringement, Seller agrees, at IDT's option to (i) accept return of the products from IDT and refund to IDT the amounts paid by IDT with respect to such products, or (ii) modify the products so that they become non-infringing but equivalent in functionality, quality, compatibility and performance, or (iii) procure for IDT and its customers the right to continue using and distributing the products. The foregoing obligation of Seller does not apply with respect to any product (a) made in accordance to IDT's specifications, if the alleged infringement would not have occurred but for such specifications or (b) which are modified after shipment by IDT, if the alleged infringement would not have occurred but for such modification. Seller shall take such steps as may be reasonably necessary to prevent personal injury or property damage during any work hereunder that may be performed by any employees, agents or subcontractors of the Seller at IDT's facilities. Seller shall secure and maintain such insurance against public liability and property damage and such employee's liability and compensation insurance as will protect IDT against the aforementioned risks and against any claims under any Worker's Compensation and Occupational Disease Acts.
14. **LIMITED LIABILITY.** NOTWITHSTANDING ANYTHING ELSE IN THIS PURCHASE ORDER AND REGARDLESS OF WHETHER ANY REMEDY UNDER THIS AGREEMENT WOULD FAIL OF ITS ESSENTIAL PURPOSE, IDT WILL NOT BE LIABLE TO SELLER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (I) ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST DATA OR LOST PROFITS, (II) ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE AMOUNT PAID BY

IDT HEREUNDER DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE, OR (III) ANY MATTER BEYOND IDT'S REASONABLE CONTROL.

15. **Compliance with Laws and Regulations.** Seller warrants that in performance of all work under this Purchase Order, Seller and its consultants and subcontractors have complied with or will comply with all applicable federal, state, local and foreign laws and ordinances governing (i) the export of goods and services, (ii) programs relating to affirmative action programs, small business and small disadvantaged business and women-owned small business concerns, and (iii) the use and distribution of substances that are radioactive, toxic, hazardous or otherwise a danger to health, reproduction or the environment. Seller represents and warrants to IDT that Seller has not offered or given and will not offer or give any employee, agent, or representative of IDT or any government any gratuity with the intent of securing any business from IDT or favorable treatment under any agreement with IDT. Any breach of either warranty in this section shall be a material breach.
16. **Right of Access:** IDT requires the right of access by our organization, our customer and regulatory authorities to the applicable areas of facilities and to the applicable documented information, at any level of the supply chain.
17. **Miscellaneous.** Except as provided herein, any notice, approval or consent required or permitted hereunder shall be (i) in writing; (ii) delivered by hand or by overnight courier service to the respective addresses of the parties as set forth in this Purchase Order (or such other addresses a party may designate in writing); and (iii) effective upon actual delivery, or upon attempted delivery if receipt is refused. Notices to IDT shall be addressed "Attn: Purchasing." If any provision of this Purchase Order shall be judicially determined to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Purchase Order shall otherwise remain in full force and effect and enforceable. Except as provided herein, the failure to enforce any provision herein or right or remedy on any one occasion shall not be construed as a waiver on any other occasion. The relationship of Seller and IDT is that of independent contractor. Except as provided herein, no term or condition of this Purchase Order may be amended or deemed to be waived, except by a writing signed by both parties that refers to this Purchase Order. No right or obligation under this Purchase Order (including the right to receive monies due) may be assigned by Seller without the prior written consent of IDT, and any purported assignment without such consent shall be void. This Purchase Order shall be construed in accordance with the laws of the state of Illinois without regard to its principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply. The sole proper venue for all causes of action hereunder shall be in Boone County, Illinois and each of the parties hereto submits itself to the exclusive jurisdiction of such courts and waives any argument relating to the convenience of forum. This Purchase Order shall be construed as if jointly drafted by both parties. The rights and remedies herein provided are in addition to those available to either party at law or in equity. Sections shall survive termination of this Purchase Order: 1, 8, 9, 10, 11, 12, 13 and 15.
 - a) IDT requires seller ensures that persons are aware of:
 - Their contribution to product or service conformity;
 - Their contribution to product safety;
 - The importance of ethical behavior.