

PURCHASE ORDER TERMS AND CONDITIONS

1. TERMS AND CONDITIONS

All Services shall be performed, and all Goods shall be provided, as applicable, in accordance with, and pursuant to, these terms and conditions and the applicable Purchase Order. Notwithstanding the foregoing, if Secure and Contractor have entered into a master agreement, the terms and conditions of such master agreement shall apply and these terms and conditions shall not apply. No other terms and conditions shall apply including any terms contained in any Contractor quotation or proposal, or contained on any invoice, delivery slip or similar. If Contractor returns a signed copy of a Purchase Order to Secure, commences fulfilling the Work specified in a Purchase Order, in whole or in part, or verbally or in writing (including electronically) accepts a Purchase Order, Contractor will be deemed to have accepted such Purchase Order.

2. DEFINITIONS

The following terms shall have the meanings indicated unless the context otherwise requires:

- (a) **"Goods"** means all goods, machinery, tools, materials, supplies or equipment to be provided by Contractor to Secure as described in the Purchase Order.
- (b) **"Losses and Liabilities"** means any and all actions, injury, death or illness, claims, liabilities, loss, damages, demands, penalties, fines, expenses (including legal expenses on a full indemnity basis), costs, obligations and causes of action of every kind and nature whatsoever.
- (c) **"Purchase Order"** means the written instruction from Secure to Contractor, including, but only in situations where Secure's purchase order template is not utilized, emails and texts from Secure's personnel, for the supply of Goods and performance of the Services.
- (d) **"Services"** means any labor, work or other services to be performed by Contractor for Secure as described in the Purchase Order.
- (e) **"Work"** means collectively the performance of the Services and the supply of Goods.
- (f) **"Work Product"** means all work-product, including any drawings, specifications, materials, documents, computer software, configuration information and

all other things comprised in or necessary for use by Secure, and data, developed, prepared or compiled by Contractor relating to any of the Work.

3. WARRANTY AND INSPECTION

- (a) Contractor warrants to Secure that the Work shall:
 - (i) be in strict compliance with Contractor's standard of performance specified in Section 16;
 - (ii) be without fault, defect or deficiency in design, manufacture and workmanship;
 - (iii) be new and of good design, materials, quality and workmanship;
 - (iv) be fit for use for their ordinary intended purpose as well as any special purpose specified in the Purchase Order;
 - (v) not constitute or induce an infringement of any third party intellectual property rights; and
 - (vi) be free from liens, encumbrances and other defects of title.
- (b) Contractor's warranty period for the Goods and Services shall be as set forth in the Purchase Order. If the warranty period is not set forth in the Purchase Order, the warranty period shall be for the longer of:
 - (i) eighteen (18) full months from the delivery of the Goods or the completion of the Services; and
 - (ii) twelve (12) full months from the date the Goods or the Work Product are placed in regular use.
- (c) Contractor shall, upon written notice from Secure delivered at any time during the warranty period, and at Contractor's cost and expense, promptly repair or replace any Goods and re-perform any Services that do not conform to the requirements of the Purchase Order. Goods that are repaired or replaced and Services that are re-performed by Contractor pursuant to the Purchase Order shall be warranted for an additional time period expiring on the later of twelve (12) months from the date of completion of such repair, replacement or re-

performance and the date of expiry of the original warranty period. Contractor shall commence or complete such repair, replacement or re-performance within ten (10) days of any such written request from Secure. If Contractor does not commence or complete such obligations within such time-period, Secure shall have the right to perform or have performed by third parties any repairs or replacements to the Goods or re-performance of the Services and the costs and expenses thereof shall be borne by Contractor. Any repairs or replacements to the Goods and re-performance of the Services by Secure or by third parties shall not relieve Contractor from its warranty obligations.

- (d) The Work shall at all times be subject to Secure's inspection and review. Secure's inspection or review of, or failure to inspect or review, the Work or the deliverables related thereto shall not relieve Contractor of any obligations under the Purchase Order.

4. TITLE AND RISK OF LOSS

- (a) The Goods shall remain at the sole risk of Contractor until such Goods are delivered to the delivery location identified on the Purchase Order, except to the extent that, notwithstanding delivery, the Goods remain in Contractor's care, custody or control. Contractor shall be liable for and shall hold Secure harmless, indemnify, defend and release Secure from and against all Losses and Liabilities, in respect of loss or damage to or caused by the Goods while in Contractor's care, custody and control, whatsoever, or howsoever arising.
- (b) Secure shall acquire a property interest and title to the Goods supplied by Contractor upon the earliest occurrence of the following:
 - (i) at any time prior to delivery to Secure, Secure shall acquire a property interest and title in the Goods (including any components or portions thereof) equivalent to the percentage which the cumulative amount of Secure's payments for such Goods bears to the portion of the compensation for such items; and
 - (ii) on delivery to Secure, Secure shall acquire the entire property interest and title in the Goods (including any components or portions thereof) whether yet paid in full or not.
- (c) Title to all Work Product resulting from the Services shall pass to Secure as such Work Product is completed.

5. INVOICING

- (a) Contractor shall invoice Secure for the supply of the Goods once the Goods have been delivered or for the performance of the Services once the Services have been completed.
- (b) Every invoice shall be in a format and form acceptable to Secure. Contractor shall provide Secure with an executed United States Internal Revenue Service Form W-9 (if a U.S. entity) or a Form W-8BEN-E, Form W-8IMY or Form W-8ECI (if not a U.S. entity), or any successor of such forms that eliminates U.S. federal withholding tax on payments under the Purchase Order. If Contractor does not provide Secure with such forms, as applicable, Secure shall have the right to withhold thirty percent (30%) of all amounts payable to Contractor hereunder in addition to all other amounts that may be withheld. Secure shall pay all undisputed amounts specified in each invoice within sixty (60) days of receipt of an acceptable invoice.
- (c) No payment or acceptance of the Work by Secure shall constitute a waiver with respect to any provisions of the Purchase Order, nor shall anything herein limit any warranties or conditions implied by law. No amounts shall be considered due and owing by Secure if subject to a bona fide dispute.

6. WITHHOLDING PAYMENT, DEDUCTIONS AND SET-OFF

- (a) Secure may withhold the whole or a part of any payment on any of Contractor's invoices to such extent as may be reasonably necessary to protect Secure from actual loss on account Contractor's failure to perform any of its obligations under the Purchase Order.
- (b) Secure shall have a right to set-off any amounts owing under any agreement from the Contractor or its affiliates to Secure, against any amount owing by Secure under the Purchase Order.
- (c) Secure shall have the right to backcharge losses incurred by Secure caused by Contractor's acts or omissions or failure to perform any of its obligations under the Purchase Order.

7. PURCHASE PRICE; TAXES

- (a) Consideration for Contractor's full and complete performance of the Work shall be as stated in the Purchase Order.

- (b) The compensation stated in the Purchase Order is inclusive of all custom duties, charges, taxes and all other costs and expenses in connection with the performance of Work other than value added taxes or sales taxes. Contractor shall obtain any available refunds or remission of duty paid by Contractor which shall be to the credit of Secure.
 - (c) Contractor is exclusively liable for, and shall pay before delinquency, all custom duties, charges, taxes and other amounts owing for the Work (other than value added taxes or sales taxes) and indemnify Secure from all claims and liabilities arising from Contractor's failure to do so.
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8. AUDIT

Contractor shall retain all records and documents relating to the Services and/or Goods for a period of three years following supply of Goods or completion of the Services, such records to include all quality certificates, payroll records, and invoices issued to Contractor by its subcontractors and all other relevant records. Contractor shall allow Secure, or its authorized representatives, to inspect, examine, audit and copy ("Audit") such Records upon reasonable request during this three (3) year period at no cost to Secure. Contractor must refund to Secure any overpayment disclosed by any Audit, and Secure must pay Contractor the amount of any underpayment discovered by such Audit, within thirty (30) days of such finding.

9. CHANGES

Contractor shall not, without Secure's prior written authorization in the form of a change order, alter, substitute, add or remove any of the Goods and Services or the timing for their delivery and completion as specified in the Purchase Order. Contractor is not entitled to payment for unauthorized Goods supplied or Services performed.

10. TIMING AND DELAY

- (a) Time is of the essence herein with respect to the performance of the Work. All Work shall be completed by the dates specified in the Purchase Order.
- (b) Contractor shall provide Secure with written notice within five (5) days after Contractor becomes aware of any delay in its performance of the Work.
- (c) Secure shall have the right, at any time, to request Contractor to take action such that Contractor's supply of the Goods and/or completion of the

Services is accelerated. If such actions are not due to Contractor's failure to perform the Purchase Order, Secure will compensate Contractor for the cost and expense of such additional actions.

11. TERMINATION, DEFAULT AND SUSPENSION

- (a) Secure may, at any time without cause, terminate the Purchase Order upon written notice to Contractor, whereupon each party shall be relieved of all further obligations under the Purchase Order. Such termination shall be without prejudice to the rights and remedies of the parties accrued prior to termination. Upon termination Contractor shall, no later than ten (10) days from the effective date of such termination, deliver to Secure all Goods and Work Product for which Secure has paid or is obligated to pay to the date of termination (whether completed or not). If Contractor does not deliver such Goods and Work Product, Secure may remove from Contractor's possession all Goods and Work Product (whether completed or not) for which Secure has paid or is obligated to pay to the date of termination, without hindrance by Contractor or anyone claiming through Contractor. Subject to Section 11(b), Contractor shall, as its sole remedy and recourse for such termination, be entitled to payment of the balance outstanding for the Goods satisfactorily delivered and Services satisfactorily completed as of the effective date of termination, and reasonable third party costs incurred by Contractor as a result of such termination.
- (b) Without prejudice to any other right or remedy which Secure may have, if any Goods and Services are not provided in accordance with, or Contractor fails to comply with, any of the provisions of the Purchase Order, Secure may avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods and Services have been accepted by Secure:
 - (i) terminate the Purchase Order, whereupon Contractor shall, promptly upon receipt of notice of termination from Secure, reimburse Secure for any costs and expenses incurred by Secure as a result of such termination, and Section 11(a) shall apply;
 - (ii) reject all or some of the Goods and Services or the deliverables related thereto;
 - (iii) provide Contractor the opportunity at Contractor's expense to either remedy any deficiency in the Goods and Services or provide any other necessary goods and

- services to ensure that the terms of the Purchase Order are fulfilled;
 - (iv) refuse to accept any further Goods and Services without any liability to Contractor;
 - (v) take any action at Contractor's expense to make the Goods and Services comply with the Purchase Order, provided that Secure first provided Contractor a reasonable opportunity to remedy the non-compliance, at Contractor's cost and expense;
 - (vi) claim such damages as may have been sustained by Secure in consequence of Contractor's breach of the Purchase Order; or
 - (vii) withhold any sum due to Contractor under the Purchase Order and apply such sum against Contractor's obligations to third parties connected with the Purchase Order on Contractor's account, or as a set-off against Contractor's indebtedness to Secure under the Purchase Order.
- (c) At any time Secure may suspend all or any part of the Work upon providing written notice to Contractor. If Contractor is not in default of any of its obligations hereunder then Secure shall reimburse Contractor for all reasonable costs incurred by Contractor directly resulting from the Work up to the time of suspension plus reasonable de-mobilization costs, less any monies already paid to Contractor.
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12. LIABILITY AND INDEMNITY

- (a) Contractor shall be liable for and indemnify and hold harmless Secure, its directors, officers, employees, representatives, agents, and contractors and their respective representatives, agents and employees (collectively, the "indemnified parties") from and against all Losses and Liabilities, that may be asserted or brought against, or suffered or incurred by, the indemnified parties for or in respect of, or arising in any way whatsoever or in any way attributable to:
- (i) the negligent acts or omissions or willful misconduct of Contractor in connection with, related to or arising out of the performance, purported performance or non-performance of the Purchase Order and the Work;
 - (ii) any third party claims that may be asserted against Secure arising from Contractor's negligence or breach of the Purchase Order;
 - (iii) failure to procure and maintain the insurance referenced in Section 13;
 - (iv) resulting from infringement of any patent, copyright, trade mark, trade secret or other intellectual property right related to or arising out of the performance of the Purchase Order and the Work;
 - (v) any alleged claim, lien or encumbrance attaching to the Work or property to which it was delivered;
 - (vi) arising through failure to pay when due and payable taxes and duties for which Contractor is responsible; or
 - (vii) arising from pollution or contamination (including, without limitation, control, containment, clean-up and removal of hazardous substances) caused by hazardous substances brought onto Secure's premises by Contractor's personnel or those retained by Contractor in connection with performance of the Work,
- except, in each instance, to the extent caused by the gross negligence of Secure and to the extent any act or omission was done or omitted pursuant to the specific instructions of Secure.
- (b) Subject to Section 12(c), in no event shall Contractor's aggregate liability to Secure pursuant to the Purchase Order, whether arising in contract, indemnity, tort, or any other legal theory, be greater in the aggregate than an amount equal to five million dollars (\$5,000,000).
- (c) Contractor's liability shall not be limited by Section 12(b) for:
- (i) any third party claims brought against Secure for which Contractor is liable pursuant to the Purchase Order;
 - (ii) a breach of its confidentiality or intellectual property obligations specified hereunder;
 - (iii) its gross negligence or willful misconduct; or
 - (iv) its taxes.
- (d) Neither party shall be liable to compensate or indemnify the other party for any indirect, incidental, special, punitive or consequential damages.
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13. INSURANCE

- (a) Contractor shall, and shall ensure that its subcontractors, without limiting its or their obligations or liabilities, obtain and maintain during the performance of any Work, at its and their sole cost and expense, reasonable insurance coverage, including the following minimum insurance coverage:
- (i) Workers Compensation, if applicable, covering all personnel engaged in the performance of the Work in accordance with the statutory requirements of the jurisdiction in which the Services are performed;
 - (ii) Automobile liability insurance covering all motor vehicles owned, leased or licensed by Contractor with a limit of not less than two million dollars (\$2,000,000);
 - (iii) Insurance covering loss or damage to construction machinery, tools and equipment owned by or on bare rental (uninsured) from a third party or parties and used by Contractor or in performing the Work, having coverage in accordance with the replacement value of each;
 - (iv) Comprehensive General Liability Insurance, including Products and Completed Operations Liability, on a per occurrence basis, with a bodily injury, death and property damage limit of no less than five million dollars (\$5,000,000) inclusive, excepting sudden and accidental pollution liability which shall have a combined single limit of five million dollars (\$5,000,000.00) (in the annual aggregate), for each occurrence for bodily injury, death or property damage;
 - (v) Professional errors and omissions policies with policy limits and coverage reasonably acceptable to Secure and as Secure may require from time to time; and
 - (vi) such other insurance and insurance limits as may be reasonably requested or allowed from time to time by Secure or that Contractor is required by law to provide.
- (b) When requested, Contractor shall provide Secure with satisfactory evidence that such insurance is in full force and effect.
- (c) The insurance policies in Section 13 shall be primary for all purposes, without right of contribution from any other insurance available to Secure and shall

contain cross liability coverage via a separation of insureds clause.

- (d) All insurance policies shall:
- (i) be endorsed to include waivers of any right of subrogation of the insurers against Secure, its affiliates, officers, directors and employees; and
 - (ii) to the extent of liabilities assumed under the Purchase Order and where permitted by law, ensure that Secure is expressly added and included as an additional insured in all applicable policies of insurance placed in accordance with this Section 13.

Coverage for Secure as an additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to Secure.

14. INTELLECTUAL PROPERTY

- (a) Each party will at all times be and remain the sole and exclusive owner of the intellectual property it owned prior to entering into the Purchase Order. Secure is hereby granted a non-exclusive, royalty-free, irrevocable, perpetual, worldwide, fully paid up right and license to use and otherwise exploit the Goods, Services and Work Product and any intellectual property rights incorporated therein or necessary for the use thereof, in connection with the use of such Goods, Services or Work Product or the repair or maintenance of the Goods, at no additional cost to Secure. Contractor hereby unconditionally and irrevocably waives, and shall cause any of its directors, employees, secondees, representatives, agents, and contractors to unconditionally and irrevocably waive, for the benefit of Secure all moral or similar rights of Contractor or such individuals or entities that exist or may exist in any of the Goods, Services and Work Product.
- (b) If the Goods, Services and/or Work Product are designed and developed exclusively for Secure, based on Secure's specifications, processes or other information supplied or advised by Secure, then all such deliverables will become the sole property of Secure and Contractor shall not use such deliverables for any other purposes. To the extent necessary to vest such sole and exclusively ownership in Secure, Contractor shall, and shall cause its directors, employees, secondees, representatives, agents, and contractors to, assign

to Secure (and, as applicable, its successors and assigns) any and all rights in and to such proprietary information.

15. CONFIDENTIALITY

Contractor shall maintain in confidence all information provided by Secure to Contractor, as well as the terms and existence of the Purchase Order and all Work Product. Contractor shall not disclose any such information to any third party nor use such information for any purpose other than the performance of the Purchase Order, without the prior written consent of Secure, except for information and Work Product:

- (i) known to Contractor prior to obtaining it from Secure;
- (ii) which, at the time of disclosure or use by Contractor, is in the public domain; or
- (iii) obtained by Contractor from a third party who did not receive it in confidence directly or indirectly from Secure or its representatives.

Contractor shall return all information provided by Secure upon the completion of the Work, written request of Secure or termination of the Purchase Order. Secure shall have no obligation to maintain the confidentiality of any Work Product.

16. STANDARD OF PERFORMANCE; TECHNICAL SPECIFICATIONS

- (a) Contractor shall perform the Work:
 - (i) continuously, diligently and safely in an efficient and professional manner, and in accordance with the standard of prudence, diligence and skill required of a competent and reputable contractor specializing in the performance of work of the type to be performed under the Purchase Order;
 - (ii) in strict compliance with the Purchase Order and any technical specification, drawing or other description supplied or advised by Secure to Contractor; and
 - (iii) in accordance with all applicable laws, ordinances, regulations and permits. Contractor shall furnish all skills, labor, and supervision, required to properly perform the Work.
- (b) Contractor shall, prior to commencing the Work, review the entirety of the technical specifications and any other requirements for the Work specified

in the Purchase Order and shall become fully familiar with such obligations.

17. EMERGENCIES AND SITE WORK

To the extent the Work is to be performed at Secure's premises:

- (a) Contractor shall maintain and implement policies with respect to the environment, health and safety and drugs and alcohol that meets or exceeds Secure's equivalent policies, to the extent such policies are consistent with applicable law. Contractor shall supply its policies to Secure prior to commencing the Work;
- (b) Contractor's personnel shall have suitable personal protective equipment, and shall comply with all Secure's health and safety policies (to the extent such policies are consistent with applicable law) and any instructions and directions of the "prime contractor" in accordance with applicable occupational health and safety legislation.
- (c) Contractor shall not unduly interfere with Secure's operations or the work of other contractors at the location and shall comply with Secure's reasonable direction with respect to coordination of the Services.
- (d) Secure may suspend Contractor's work for as long as necessary to prevent or remedy any unsafe situations or breaches of the policies referenced in this Section 17. Such suspension shall be without liability to Secure and at Contractor's sole cost.
- (e) If any situation arises that threatens to affect the safety of any person or property on Secure's premises, or the Work, or if an emergency arises which affects any of the foregoing, Contractor shall exercise all due care to ensure the safety of same. Notwithstanding the foregoing, if, in the opinion of Secure, any situation arises that threatens to affect the safety of any person or property on Secure's premises, or the Work, or if any emergency arises which affects or may affect the safety of any person or property on Secure's premises, or the Work, Secure may immediately stop the provision of the Work and/or give whatever instructions are necessary, in its sole opinion, to remedy the situation and Contractor shall immediately comply with such instructions.
- (f) Contractor shall notify Secure immediately of any accident in connection with the performance of the Services and confirm such notice in writing within twenty-four (24) hours of its occurrence. Contractor

shall investigate such accidents (or cooperate with Secure in conducting investigations of accidents, or both) that arise out of Contractor's performance of the Services and provide copies to Secure of all accident reports it produces in response to any such investigations.

18. LIENS

Contractor shall promptly pay all debts incurred by Contractor for labor, services, equipment, materials and supplies used in the performance of the Purchase Order. Contractor shall forthwith remove any lien which may be placed against any of Secure's property in connection with the Work. If Contractor does not do so, Secure may have the lien removed or discharged and Contractor shall immediately become liable for all costs and expenses to do so (including any security required to be posted). Contractor shall not be entitled to receive payment from Secure at any time any lien or encumbrance is registered against any of Secure's property.

19. SHIPPING AND PACKING REQUIREMENTS

- (a) Contractor shall give Secure at least ten (10) days prior written notice of any shipment of Goods that is to be made under the Purchase Order to the applicable delivery location, which notice shall specify the carrier, anticipated date of shipment and arrival.
 - (b) Contractor shall ensure all Goods are packaged in such a manner to ensure the Goods are transported and delivered to Secure without sustaining damage. Contractor shall place or affix the number of the Purchase Order on all invoices, packing slips, packages, containers and related correspondence.
 - (c) The costs and expenses associated with shipping and packing the Goods shall be included as part of the purchase price identified on the Purchase Order and Contractor shall not charge any additional amounts in connection therewith. Contractor shall be responsible for any increase in shipping and packing costs and expenses, and any extra costs and expenses that are not associated with a change order to the supply of the Goods.
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20. HAZARDOUS GOODS

Contractor shall notify Secure in writing if Goods furnished are subject to laws or regulations relating to hazardous or toxic substances, or when disposed of, to regulations governing hazardous wastes, or to any other

environmental or safety and health regulations. Contractor shall furnish all appropriate shipping certification and instructions for shipping, safety, handling, storage, exposure and disposal in a form sufficiently clear for use by Secure's non-technical personnel and sufficiently specific to identify all action which the user must take concerning the Goods. Where applicable, Contractor shall ensure that the Goods are properly classified in accordance with any applicable legislation and shall provide health and safety data for such Goods.

21. MISCELLANEOUS

- (a) Contractor shall not assign or subcontract the Purchase Order without Secure's prior written consent, such consent not to be unreasonably withheld. Contractor shall be responsible for all acts or omissions of its employees, agents, consultants, Subcontractors providing any Goods or Services in relation to performance of the Purchase Order and the Work and any such acts or omissions shall be deemed those of Contractor. Secure may assign and novate the Purchase Order to any third party without the consent of, but upon reasonable prior notice to, Contractor.
- (b) Contractor is an independent contractor and, unless authorized by Secure in writing, shall not hold itself out as Secure's agent or representative. Subject to the rest of this Purchase Order, Contractor shall be responsible for its own means and methods in the performance of the Work.
- (c) The Purchase Order shall be governed by and construed in accordance with the laws of the State of Texas and the federal laws of the United States applicable therein. The parties attorn to the jurisdiction of the Courts of the State of Texas.
- (d) All amounts referred to herein, invoiced by Contractor and paid by Secure pursuant to the Purchase Order shall be in U.S. dollars unless otherwise stated therein.
- (e) The terms "including" and "includes" mean "including without limitation".
- (f) Secure's right to require strict performance shall not be affected by any previous waiver or course of dealing.
- (g) Notices shall be in writing and may be delivered personally or by facsimile, courier, electronically or registered mail to the individual and at the physical or electronic address or phone number referenced on the Purchase Order.

- (h) The invalidity or unenforceability of any provision of the Purchase Order shall not affect the validity or enforceability of any other provision of the Purchase Order.
- (i) The rights and remedies provided by the Purchase Order are cumulative and in each case are in addition to and not in substitution for any other rights or remedies provided in law, equity or otherwise and shall extend to the parties herein and their respective successors and permitted assigns.
- (j) The parties hereto certify that they have been represented and/or have had the opportunity to be represented by counsel in the negotiation and formulation of the Purchase Order. No provision in the Purchase Order shall be interpreted for or against any party because that party or its legal counsel drafted such provision, and the *contra proferentum* rule of construction shall have no application in the interpretation of the Purchase Order.
- (k) The Purchase Order may be executed and delivered by the parties in counterparts and by facsimile or other electronic means and when a counterpart has been executed and delivered by each of the parties, by facsimile, electronic copy or otherwise, all such counterparts, facsimiles and electronic copy shall together constitute one agreement.