

Platform Science Terms and Conditions of Purchase

These Platform Science Terms and Conditions of Purchase (these “Terms”) apply to any purchase order referencing these Terms (each a “P.O.”) issued by Platform Science to purchase goods (“Goods”) and/or services (“Services” and collectively with Goods, the “Purchased Products”) from the seller, vendor, contractor, or supplier identified as the named selling entity on the P.O. (“Seller”). For the purposes of these Terms, “Buyer” refers to Platform Science, Inc.. Buyer and Seller are hereinafter referred to severally as a “Party” and jointly as the “Parties.”

1. **General.** If the Parties have executed a separate written agreement signed by both Parties governing Seller’s provision of such Purchased Products to Buyer (the “Existing Agreement”), the Existing Agreement will govern Seller’s provision of Purchased Products to Buyer and these Terms shall only be applicable when referenced or otherwise incorporated into such Existing Agreement.
2. **Performance.** Buyer will not pay Seller any fees for Purchased Products other than the explicitly agreed upon fee amount set forth in the P.O. Time is of the essence as to the provision of the Services and delivery of Goods. If Seller is unable to provide or deliver Goods on time or complete the Services as agreed, Seller will promptly notify Buyer and assign additional resources as needed to meet the required delivery date(s).
3. **Acceptance.** Unless otherwise stipulated in the P.O., acceptance of the Goods and/or Services (“Acceptance”) shall be thirty (30) calendar days from date of receipt of Goods or completion of Services. Acceptance shall not limit Buyer’s remedies in the event that Purchased Products are found to be nonconforming after Acceptance.
4. **Price/Invoice/Payment.** Seller warrants that the price for Purchased Products will not be less favorable than prices applicable to sales by Seller to any other customer purchasing like quantities of substantially comparable Purchased Products. All invoices must reference the P.O. number and, unless otherwise stated in the P.O., shall be sent to the attention of Buyer’s Accounts Payable Department via ap@platformscience.com. Buyer shall pay for the Purchased Products within the time frame specified in the P.O. following both Buyer’s acceptance of the Purchased Products and receipt of Seller’s properly submitted, undisputed invoice, whichever is later. If the P.O. does not contain a payment time frame, unless prohibited by applicable law, the payment time frame is seventy-five (75) calendar days following both Buyer’s Acceptance of the Purchased Products and receipt of Seller’s properly submitted, undisputed invoice, whichever is later. In the event applicable law mandates a shorter payment time frame, the payment time frame shall be the longest enforceable time period prescribed by applicable law. All payments will be made electronically (i.e., EFT, ACH, or Wire).

5. **Taxes.** Buyer is not liable for taxes that Seller is legally obligated to pay (e.g., any applicable income taxes, withholding taxes, tax deductions, or the equivalent). Buyer may withhold any taxes it is required by law to withhold and pay such taxes to the appropriate taxing authority.
6. **General Warranties.** Seller shall perform all Services under the P.O. in a timely manner and in accordance with the highest level of professionalism in Seller's industry according to good sound design and engineering practices and in conformance with the P.O. For the maximum period allowed by applicable law, or unless otherwise stated in the P.O., Seller warrants that all Goods delivered, and Services provided shall be free from defects in workmanship and material and be fit for the purposes for which such Purchased Products are intended. Further, all Goods delivered, and Services performed shall contain all new materials, shall strictly conform to the requirements stated in the P.O. and all other specifications furnished by Buyer, and shall conform to Seller's specifications to the extent such specifications are consistent with those provided by Buyer. Seller warrants that it has clear title to all Goods contemplated in the P.O. and upon delivery, Buyer will have acquired marketable title to all Purchased Products, free and clear of liens.
7. **Indemnification.** Seller shall indemnify and hold Buyer, and at Buyer's request, defend Buyer, from and against all costs, damages, and fees (including attorney and other professional fees) attributable to claims or allegations that: (i) the Services, Goods, or other performance of obligations under the P.O., or any portion thereof, on their own or in combination with other services and products, or the use of the foregoing by Buyer, infringe any third-party's Intellectual Property Rights; (ii) the Services, Goods, or other performance of obligations under the P.O. caused personal injury or property damage; or (iii) arise or are alleged to have arisen as a result of negligent or intentional acts or omissions of Seller, or a breach by Seller of any of these Terms.
8. **Limitation of Liability.** NOTHING IN THESE TERMS EXCLUDES OR LIMITS EITHER PARTY'S LIABILITY FOR PERSONAL INJURY OR DEATH TO THE EXTENT CAUSED BY SUCH PARTY'S NEGLIGENCE OR INTENTIONAL MISCONDUCT, FOR FRAUD OR FRAUDULENT MISREPRESENTATIONS, OR MATTERS FOR WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. LIMITATIONS SET FORTH IN THIS SECTION SHALL BE DEEMED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES SET FORTH IN THESE TERMS. THE PARTIES ACKNOWLEDGE AND AGREE THAT THEY HAVE FULLY CONSIDERED THE FOREGOING ALLOCATION OF RISK SET FORTH AND FIND IT REASONABLE, AND THAT THE FOREGOING LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

SUBJECT TO THIS SECTION, BUYER SHALL NOT BE LIABLE TO SELLER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL LOSS OR DAMAGE, ARISING OUT OF THE P.O. OR ANY

RESULTING OBLIGATIONS, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION FOR OR ARISING OUT OF OR CAUSE OF ACTION, REGARDLESS OF WHETHER THE LOSS OR DAMAGE WAS FORESEEABLE AND RE BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR ANY OTHER REGARDLESS OF WHETHER BUYER WAS ADVISED OF OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

THE ENTIRE LIABILITY OF BUYER TO SELLER (OR ANY THIRD PARTY CLAIMING THROUGH SELLER), AND THE SOLE AND EXCLUSIVE REMEDY OF SELLER, FOR ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE P.O. OR ANY RESULTING OBLIGATION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE) SHALL NOT EXCEED THE PURCHASE PRICE SPECIFIED IN THE P.O. (LESS ANY PAYMENTS MADE BY BUYER AGAINST SAID P.O.) FOR THE GOODS OR SERVICES WHICH ARE THE SUBJECT OF SUCH CLAIM OR CAUSE OF ACTION.

9. **Confidentiality.** Seller shall protect all Buyer's information designated as confidential with at least the same level of care as Seller protects Seller's own confidential information, but not less than a reasonable level of care. Seller shall not use or disclose Buyer's confidential information without Buyer's prior approval and shall return such information to Buyer at the end of the P.O. upon Buyer's request.
10. **Termination.** Either Party may terminate the P.O. following written notice if the other Party: (i) materially breaches any of its obligations hereunder and such breach is not cured (if capable of cure) within thirty (30) days after the date notice was provided; or (ii) becomes insolvent, makes an assignment for the benefit of creditors, or files for or is the subject of a petition in bankruptcy. If Seller believes that it is about to become or becomes insolvent, is or is about to become subject to a petition in bankruptcy, or misses any debt payments, it shall provide immediate notice to Buyer.
11. **Compliance.** Seller agrees that it will comply, and that all Goods delivered, and Services performed hereunder, will comply with all applicable laws, regulations, and permit requirements including but not limited to labor, safety and environmental laws. Seller also agrees that it shall remain in full compliance with United States (and applicable foreign) government export control laws and agrees to notify Buyer if the Goods or Services are subject to ITAR or Wassenaar Munitions List, and for the proper export classifications prior to delivery or performance.
12. **Governing Law.** These Terms shall be governed by and construed in accordance with the internal laws of the state of California, without giving effect to any choice or conflict of law provision or rule (whether of the state of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of California.
13. **Remedies.** No remedy hereunder is intended to be exclusive of any other remedies available at law or equity.

14. **No Third-Party Beneficiaries.** These Terms benefit solely the parties to this PO and their respective permitted successors and permitted assigns, and nothing in these Terms, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
15. **Severability.** If a court of competent jurisdiction finds any provision of the Terms unlawful or unenforceable, that provision will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of the Terms will continue in full force and effect.
16. **Assignment.** Assignment of the P.O., nor any right or obligations hereunder may be assigned, delegated, or conveyed by Seller without prior written consent of Buyer.
17. **Complete Understanding.** These Terms constitute the full and complete understanding and agreement of the parties relating to the subject matter hereof.