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TERMS AND CONDITIONS OF PURCHASE

1. SCOPE

You will perform the services (the “Services”) or provide the goods (the “Goods”) (together the “Work”) for the relevant Ulteig legal entity (“Ulteig”) as set forth in a Work Order or Purchase Order (the “Order”). If applicable, Ulteig will provide you with the terms that are required to be flowed down from any prime agreement (the “Prime Agreement”) between Ulteig and Ulteig’s client (the “Client”). You agree to be bound to Ulteig by any provisions applicable to you as a subcontractor or otherwise as contained in the Prime Agreement. You are responsible for supplying all equipment, tools, labor, materials and/or supplies necessary to complete the Work.

Ulteig, without invalidating these terms, may at any time make changes to the Order, request additional Work pursuant to one or more written changes to the scope (any “Change”). If you reasonably believe that any Change causes an increase or decrease in the cost of or the time required for the Work, you agree to give Ulteig written notice of such increase or decrease within ten (10) days following the receipt of such a request and you provide sufficient documentation to Ulteig to justify your claim. These changes will be memorialized in a revised Order.

The authorization to proceed with changes to Work as described in a Change may be communicated by email. However, no changes to the Work may be commenced prior to the full execution of the revised Order. If you fail to comply with this section, it will constitute your agreement to perform the Work as set forth in the Change in accordance with the price and schedule specified in the original Order.

You agree that you are responsible for and will administer and pay all sales, use, gross receipts, excise and other related taxes as may be imposed with respect to the Order, including all applicable taxes on all compensation you receive or any of your employees pursuant to these terms. You agree that you are responsible for and will file all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to the Work, performance, or receipt of any fees under these terms. You are solely responsible for and must maintain adequate records of expenses incurred in the course of performing the work in the Order. No part of your fee will be subject to withholding by Ulteig for the payment of any social security, federal, state or any other employee payroll taxes.

2. COMPENSATION

2.1 Ulteig will pay you for the Work performed in accordance with the specifications in the Order in the amount and on the basis set forth in the Order (the “Fees”). The Fees will include all state or local sales tax and other applicable taxes, which will be listed as separate line items on all invoices and applications for payment.



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2.2 You will submit monthly invoices for the percentage of the Work completed no later than the fifth business day of the following month. Ulteig will promptly submit said invoice to the Client and pay your monthly invoices within fifteen (15) days of receipt of payment from Client.

2.3 You agree that acceptance of final payment for the Work will fully and completely release Ulteig from all claims and demands that you have against Ulteig and its respective officers, directors, employees, agents, or representatives arising out of, resulting from, or in any way connected with the Work or these terms. You further acknowledge and agree that such final payment, together with all payments made prior to the final payment, constitutes full payment of all amounts due you under these terms and all amounts due for all claims of any type and all extra or additional services.

2.4 You further agree that your acceptance of final payment constitutes your representation that all claims, bills, payrolls, expenses, costs, taxes, and other indebtedness incurred in connection with the Order has been paid in full.

2.5 Ulteig will only reimburse you for reasonable, pre-approved out-of-pocket expenses incurred in connection with the performance of the Work if provided for in the Order. Expenses for the time and expense spent traveling to and from Ulteig's or the Client's facilities or work sites will not be reimbursable.

3. SCHEDULE

3.1 You will commence the Work on written notice from Ulteig and will complete the Work on the schedule (the "Schedule") set forth in the Order. The Schedule may be modified only by a written agreement signed by the parties.

3.2 You will immediately notify Ulteig of any circumstances that it anticipates may lead to Your failure to complete the Services according to the Schedule.

4. OWNERSHIP

4.1 To the extent that the Services delivered to Ulteig hereunder includes material subject to copyright, you agree that the Services are provided as a "Work for Hire" as that term is defined under U.S. federal copyright law, and that as a result, Ulteig will own all copyrights in the work-product of the Order. To the extent that the Work does not qualify as Works for Hire under applicable law, and to the extent that the Work includes material subject to copyright, patent, trade secret, or other proprietary right protection, you hereby assign to Ulteig, its successors and assigns, all right, title and interest in and to the Work, including all copyrights, patents, trade secrets, and other proprietary rights therein (including renewals thereof). When the Work consists of Goods or your background technology, you agree to provide a royalty-free, perpetual, transferrable, and non-exclusive license to use such intellectual property rights necessary to use, modify, or resell the Work produced or provided.

4.2 You will execute and deliver such instruments and take such other action as may be required and requested by Ulteig to carry out the assignment made and/or license granted pursuant to this Section 4. Any documents, media, or



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other materials you create to these terms will be owned by Ulteig and subject to the terms of this Section 4. To the maximum extent permitted by law, you waive all moral rights in the Work.

5. REPRESENTATIONS

You represent that:

- 5.1 You will perform the Work in strict conformance with these terms and the specifications in the Order;
- 5.2 You will not violate any agreement or obligation between you and a third party in performing the Work;
- 5.3 You will either originally create the Work and its work-product hereunder or will obtain all necessary rights to the Work and/or its work-product hereunder to transfer ownership to Ulteig as required by Section 4 above;
- 5.4 The Work will not infringe any copyright, patent, trade secret, trademark, or other proprietary right held by any third party;
- 5.5 You will perform the Work consistent with the standard of care, diligence, and skill exercised by reputable members of its profession;
- 5.6 You and the Work will be in compliance with all applicable federal, state, and local laws and regulations, including any relevant Goods-specific safety requirements; and
- 5.7 Your employees, agents and subcontractors will perform the Work in accordance with Ulteig's Code of Conduct, as may be amended from time to time, which is available upon request.

6. INDEMNITY

6.1 You agree to hold harmless, pay the defense costs of, and indemnify Ulteig, and its successors, assigns, directors, officers, owners, agents, representatives and employees, from and against claims, suits, actions, proceedings, or liabilities, including reasonable attorneys' fees and expenses arising out of, resulting from, or associated with:

- (a) Your performance of the Work under these terms;
- (b) Your breach or default of any term or obligation under these terms;



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(c) bodily injury or death to any person (and including specifically bodily injury or death to any employee of You or any subcontractor thereof), or loss, disappearance or damage to property of any person that results from Your performance of the Services under these terms; or

(d) infringement or violation of any patent, trademark, service mark, trade secret, know-how or other intellectual property right by any person, entity or enterprise caused directly or indirectly by you or your subcontractor;

(e) Your payment or non-payment of all taxes or fees required to be paid by you with respect to the Work or receiving any Fees; and

(f) Ulteig establishing the right to indemnification under these terms.

6.2 You expressly waive your immunity under industrial insurance and/or worker's compensation laws, with respect to injuries or death suffered by your employees or your subcontractor(s).

6.3 You and Ulteig agree that the indemnities set forth in this Section 6 will survive and will be enforceable beyond the termination of any Order, these terms, or completion of the Work.

6.4 YOU AND ULTEIG EXPRESSLY AGREE THAT EACH HAS READ AND REVIEWED THIS SECTION ENTITLED INDEMNITY, THAT THIS SECTION HAS BEEN THE SUBJECT OF AGREEMENT BETWEEN THE PARTIES, AND THAT YOU AGREES TO BE BOUND BY THE TERMS THEREOF.

7. CONFIDENTIALITY

7.1 You acknowledge that you may have access to and become acquainted with confidential and/or proprietary information of Ulteig or the Client, including, but not limited to, trade secrets, client lists, inventions, innovations, processes, information, records and specifications owned or licensed by Ulteig and/or used by Ulteig in connection with the operation of its business (the "Confidential Information").

7.2 Except as permitted or directed by Ulteig, you will not divulge, furnish or make accessible to anyone or use in any way (except as required by federal or state law or under subpoena) any Confidential Information which you have acquired or become acquainted with.

7.3 All files, records, documents, specifications, information, letters, notes and similar items relating to the business of Ulteig or the Client, whether prepared by you or otherwise coming into your possession, and whether Confidential Information or otherwise, will remain the exclusive property of Ulteig or the Client, respectively.



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7.4 You will not retain any copies of the information described in Section 7.3 without Ulteig’s prior written permission. Whenever requested by Ulteig, you will immediately deliver to Ulteig all such files, records, documents, specifications, information and other items in its possession or under its control or certify their destruction by written document executed by an officer of your company.

7.5 You further agree that you will not disclose your retention as an independent contractor or the terms of these terms to any person without the prior written consent of Ulteig and will at all times preserve the confidential nature of your relationship to Ulteig, the existence of these terms, the Order, and the Work. Notwithstanding the forgoing, you may hire subcontractors pursuant to these terms, and provide appropriate information to your relevant corporate service providers (e.g., accountants, attorneys, etc.).

8. TERMINATION

8.1 Ulteig may terminate these terms or any Order at any time without cause and without further obligation to you except for payment due for the Work performed in accordance with the Order prior to the date of such termination (not to exceed the amount payable for the milestone immediately following the last accepted milestone, if any). In the event of such termination, you will turn over to Ulteig all Work, whether completed or in progress, within ten (10) days of such termination.

8.2 These terms will terminate upon the occurrence of any of the following insolvency events, after which Ulteig’s sole obligation will be to pay you for accepted Work: (a) you admit in writing your inability to pay your debts generally or you make a general assignment for the benefit of its creditors; (b) a proceeding is instituted, voluntarily or otherwise, by or against you seeking to adjudicate your company as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment or composition of it or its debt, which is not dismissed within thirty (30) days; (c) a proceeding is initiated against you seeking to appoint a receiver, trustee or other similar official for any substantial part of its property; or (d) you cease to pay your debts as they become due.

8.3 If these terms or any Order is terminated by Ulteig on account of your failure to meet your obligations, you will be held liable to and indemnify Ulteig for all damages sustained by Ulteig as a result of your failure to meet your obligations to the maximum extent allowed by law.

9. INSURANCE

9.1 You will procure and maintain insurance coverage in a form and with a current A.M. Best rating of no less than A, VII, unless otherwise acceptable to Ulteig, and will comply with the following minimum requirements:



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(a) *Commercial General Liability Insurance.* You must maintain commercial general liability insurance, on an occurrence basis, covering all your operations against claims of bodily injury (including death) and property damage (including loss of use), including premises/operations, personal and advertising injury, products/completed operations, and contractual liability with limits of liability of not less than \$1,000,000 per occurrence, combined single limit for bodily injury and property damage, with a \$2,000,000 general aggregate. Such commercial general liability insurance will include a full waiver of subrogation in favor of Ulteig, its affiliates and subsidiaries. You will name Ulteig, its subsidiaries and affiliates, and their respective directors, officers and employees as additional insureds under such policy to the extent you assume contractual liability within these terms.

(b) *Automobile Insurance.* You must maintain business automobile liability insurance, including coverage for all owned, hired and non-owned automobiles in an amount not less than \$1,000,000 combined single limit each accident for bodily injury and property damage.

(c) *Workers' Compensation.* You must maintain Workers' compensation insurance as mandated by law at all locations where you conduct operations.

(d) *Umbrella/Excess Insurance.* If you are providing work onsite at Ulteig's or Client's property, you must maintain an umbrella insurance policy, on an occurrence basis, providing excess liability coverage, business automobile liability, and employer's liability, in an amount not less than \$5,000,000 per occurrence, combined single limit for bodily injury and property damage.

(e) *Professional Liability Insurance.* If you are providing engineering services, you must maintain Professional Liability Insurance covering your professional errors and/or omissions in an amount not less than \$2,000,000.00. If the policy is written on claims-made basis, then the coverage must remain in force for a period of two (2) years following the completion of the Work.

9.2 The above-referenced insurance limits will not in any way limit the liability of You or any of its subcontractors under these terms.

9.3 The policies described at Section 9.1(a), (b), (d), & (e) will: (1) be endorsed to show that the insurers waive subrogation against Ulteig, its affiliates, directors, officers and employees, (2) provide primary and non-contributory insurance.

9.4 The policies described at Section 9.1 (a), (b), & (d) will be endorsed to show that Ulteig, the Client and any general contractors detailed on the Order are listed as additional insureds with the policies providing primary insurance with non-contribution from the policies of Ulteig.



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9.5 The policies described herein must contain a provision that such policies will not expire, terminate or be materially altered except upon not less than thirty (30) days prior written notice to Ulteig.

9.6 Depending upon the work and nature of your operations, and based on the requirements of the Prime Agreement, Ulteig reserves the right to request additional types or higher amounts of insurance coverage.

9.7 Promptly upon execution of these terms, you will provide to Ulteig proof evidencing full compliance with the insurance requirements set forth herein.

9.8 Your failure, or the failure of any of your subcontractors, to furnish certificates of insurance or failure by Ulteig to request same will not constitute a waiver by Ulteig of the insurance requirements set forth herein. In the event of such failure to provide the certificates as required herein, Ulteig expressly reserves the right to enforce these requirements, and in the event of liability or expense incurred by Ulteig as a result of such failure, you hereby agree to indemnify Ulteig for all liability and expense suffered by Ulteig that would have otherwise been covered by your insurance had the policy been maintained as required by this Section 9 (including reasonable attorneys' fees and expenses associated with establishing the right to indemnity).

10. RELATIONSHIP

10.1 You are an independent contractor and will not act as or represent itself to be an employee or agent of Ulteig. Nothing in these terms is intended to or should be construed to create a partnership, joint venture or employment relationship between us. In particular, neither you, nor any of your owners, employees, associates, contractors, agents, representatives, assignees or successors in interest, will be deemed to be an employee of Ulteig for the purposes of any employee benefits, income tax withholding, F.I.C.A. taxes, unemployment benefits, workers compensation benefits or otherwise, and will not qualify for any employee benefits or employee benefit plans that Ulteig may now or hereafter provide to Ulteig's employees including, without limitation, insurance, vacations, pension or profit sharing benefits, or employee stock ownership plans.

10.2 Except as otherwise provided for in these terms, you will not enter into any agreement or incur any obligations on Ulteig's behalf, commit Ulteig in any manner, or have any authority to bind Ulteig, without Ulteig's prior written consent.

10.3 As an independent contractor, you are solely responsible for the control and supervision of the means by which the Work is completed. Such means are subject to your discretion, which discretion must be exercised consistent with the goal of completing the Work on Schedule and in accordance with these terms and the Order.

10.4 You also understand and agree that Ulteig will not provide you any training related to the Work.



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10.5 You agree to indemnify, defend and hold Ulteig harmless from any loss or damage (including attorneys' fees, court costs and regulatory penalties) that Ulteig may sustain as a result of, or in connection with, being treated as an employee or agent of Ulteig or your failure to satisfy any requirement set forth in this Section 10.

10.6 In no event will either party be liable to the other for any special, incidental, indirect, punitive or consequential loss or damage.

11. COMPLIANCE WITH LAWS

11.1 You will: (a) comply with all federal, state and local laws, ordinances, regulations and orders with respect to the Work; (b) file all reports relating to the Work (including, without limitation, tax returns); (c) pay all filing fees and federal, state and local taxes applicable to your business as the same will become due; and (d) comply with all federal, state and local employment and labor laws and regulations in all aspects of its operations, including, but not limited to, Executive Orders 11,246 (Equal Employment Opportunity) and 13,201, as amended (Union Dues and Fees), Title VII of the Civil Rights Act of 1964, 38 USC 2012 Vietnam Era Readjustment Assistance Act of 1974 as amended, Section 503 of the Rehabilitation Act of 1973 as amended, OSHA, ADA, FMLA, WARN, ERISA, FLSA and NLRA, anti-bribery, anti-slavery, anti-human trafficking laws, import and export control laws, as well as all applicable state and local labor or employment laws.

11.2 Ulteig may, from time to time, at its sole discretion, seek and obtain a certification from you that you are in compliance with the provisions of this Section 11. You will provide, upon reasonable request, such documents and supporting materials to evidence your compliance with this Section 11.

11.3 You acknowledge the right of Ulteig and the Client to require the immediate removal and prompt replacement of any employee, agent, subcontractor or representative of yours who engages in any conduct prohibited by law or inconsistent with any Ulteig policy or Ulteig's Code of Conduct.

12. SAFETY

12.1 Prior to commencement of the Work, you will inspect the job site specifically to ascertain the actual and potential existence and extent of any hazardous or dangerous conditions, and instruct your employees, agents, or subcontractors with respect to such conditions and the safety measures to be taken in connection therewith to ensure the timely performance of the Work in accordance with the Schedule.

12.2 You and your subcontractors are directly and solely responsible for the safety of their respective agents, employees and other representatives. You will take all measures deemed necessary or advisable to protect and safeguard



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the person and property of your employees, agents, subcontractors, and the general public against all hazardous or dangerous conditions.

12.3 You will immediately report via telephone and in writing to Ulteig all accidents in connection with the Work that result in death, personal injury, or property damage.

12.4 Ulteig in no way assumes any of the duties, obligations or liabilities attributed to you under these terms. You agree to indemnify, save and hold harmless Ulteig from and against all such duties, obligations or liabilities and any claims or damages that may arise in connection with same.

13. INSPECTION

13.1 Ulteig and the Client have the right, at all reasonable times, to inspect or otherwise evaluate the Work. If any inspection or evaluation is made on your premises, you will provide all reasonable facilities and assistance for the safety and convenience of the inspecting or evaluating party.

14. RIGHT TO AUDIT

14.1 You will maintain during the course of the Work, and retain not less than seven (7) years after completion thereof, complete and accurate records arising from, in connection with or incident to the Work, including without limitation, all (a) costs which are chargeable to Ulteig under the Order, and (b) documents, granted authority, permits, and other data that evidence compliance with the terms and applicable laws.

14.2 Ulteig, or any third-party contract compliance auditing firm selected by Ulteig, will have the right, during normal working hours, to inspect, reproduce, and audit your records. Your records maintained and retained provide sufficient detail to evidence the propriety of all chargeable costs, compliance with these terms, and applicable laws.

15. NO CONFLICT

15.1 You covenant, agree, and promise that, during the performance of the Work, you will not provide any services similar to or the same as any Work provided under these terms that would constitute a professional conflict of interest or a violation of the confidentiality of these terms. The parties agree that this is a reasonable requirement and in no material way prevents you from continuing your business or working with third parties.

15.2 You acknowledge and agree that irreparable injury will result to Ulteig and that any remedy at law for any actual or threatened breach of these terms would be inadequate, and that Ulteig, in addition to all other remedies available to



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it at law or in equity, will be entitled to injunctive relief if enforcement proceedings are required to enforce the terms of these terms.

16. NO LIENS

16.1 All Work performed by you hereunder will be delivered to Ulteig free and clear of all labor, material and mechanic's liens and any other encumbrances whatsoever, which might be occasioned by or permitted to be created by you. Ulteig may request that you attest to same.

16.2 You agree to defend, indemnify, save and hold harmless Ulteig from and against all claims, damages and expenses, including liens of employees, subcontractors, laborers, equipment suppliers, service providers and other material contracting persons or entities arising out of, resulting from, or in any way connected with the Work.

17. FORCE MAJEURE

17.1 You will not be liable for failing to perform the Work in accordance with the Schedule in the event of an occurrence of "Force Majeure" except to the extent that you fail to provide prompt written notice to Ulteig. Force Majeure means any event beyond your control, such as fire, flood, explosion, catastrophe, war, terrorism, riot, and Acts of God.

17.2 In the event of any such Force Majeure related delay, your sole remedy will be a time extension for the completion dates required by the Schedule.

18. MODIFICATION OR AMENDMENT

18.1 These terms will not be deemed or construed to have been modified or amended in whole or in part except in writing signed by both parties.

19. ASSIGNMENT

Neither party may assign these terms or delegate any duties or obligations under these terms without the other party's prior written consent except to the successor in a merger or acquisition of the assigning party. If, with Ulteig's prior written consent, you contract with a subcontractor to provide any portion of the Work, you and the subcontractor must provide all of the Work as set forth in the Order. You will provide the subcontractor with a copy of these terms. In addition, an executed copy of the contract between you and any subcontractors will be provided to Ulteig for its information.



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20. WAIVER

20.1 Failure or delay by Ulteig to exercise any right or remedy hereunder will not be a waiver and will not prevent the enforcement of that or any other right.

21. NOTICES

21.1 Any and all notices, demands or other communications required or desired to be given hereunder will be in writing and will be validly given or made to if personally served, or if deposited in or transferred to the United States Postal Service, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice will be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail; such notice will be conclusively deemed given five (5) days after receipt by the United States Postal Service.

21.2 Notice, demands or other communications required or desired hereunder will be addressed to the headquarters of the legal entities involved in the Work.

21.3 Either of the parties may change its address or authorized recipient for purposes of this paragraph by written notice given in the manner provided above.

22. SEVERABILITY

22.1 If a court of competent jurisdiction or governmental authority finds any clause or provision of these terms to be unenforceable, then the terms will be deemed amended to exclude the clause or provision and the remainder of the terms will continue in full force and effect. However, if such court finds any of the provisions regarding the ownership and use of any deliverables, if any, and/or confidentiality, warranties and representations, or indemnification terms of the terms to be unenforceable, then Ulteig may elect to terminate the terms immediately for convenience.

23. LAW AND INTERPRETATION

23.1 These terms will be governed by the law of the State of North Dakota and you consent to jurisdiction and venue in the state and federal courts in Cass County, North Dakota. In any action or suit to enforce any right or remedy under these terms or to interpret any provision of these terms, Ulteig will be entitled to recover its costs, including reasonable attorneys' fees, in addition to all relevant rights and remedies at law.

23.2 The parties understand and agree that every term and condition in these terms has been agreed upon. If at any time the parties hereto desire or are required to interpret or construe any such term or condition or any agreement or



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instrument subject hereto, no consideration will be given to the issue of which party hereto actually prepared, drafted or requested any term or condition of these terms or any agreement or instrument subject hereto.

24. ENTIRE AGREEMENT

24.1 These terms constitute the complete and entire understanding of the parties concerning Work and the Order. All prior negotiations, writings and understandings relating to the subject matter of these terms are merged herein and are superseded and cancelled by these terms.

25. HEADINGS

25.1 The captions on the Sections of these terms are inserted only for the purposes of convenient reference. The captions will not be used to construe or interpret the terms or to prescribe the scope or intent of the terms.