Advanced Programs, Inc. (API) TEST SERVICES Terms and Conditions

For purposes of these Terms and Conditions, API, Inc. shall be referred to as "Seller," and the purchasing entity shall be referred to as "Buyer."

1. ACCEPTANCE OF PURCHASE ORDER - Buyer's purchase order constitutes an offer to purchase Services from Seller. No purchase order shall be binding upon Seller unless and until accepted in writing by Seller. Upon Seller's written acceptance, these Terms and Conditions shall govern and shall supersede any inconsistent or additional terms contained in Buyer's purchase order or other communications, unless expressly agreed to in writing by Seller.

2. DELIVERY - Seller reserves the right, at its sole discretion, to complete Services prior to the scheduled completion date, provided such accelerated performance does not adversely affect compliance with contractual requirements. Testing schedules are dependent upon facility, personnel, and equipment availability and are tentative until confirmed by an accepted purchase order.

3. ACCEPTANCE OF SERVICES
Acceptance of Services shall occur upon completion services, e.g., completing of testing, delivery of the test report, etc. Buyer shall receive reasonable advance not delivery of the Test Report, etc. Buyer shall receive reasonable advance notice of scheduled testing activities.

4. DISCLAIMER OF WARRANTIES - SELLER MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. ALL SERVICES ARE PROVIDED "AS IS."

5. LIMITATION OF LIABILITY - IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF DATA, LOSS OF USE, LOSS OF REVENUE, BUSINESS INTERRUPTION, DELAY OR DISRUPTION IMPACT, ATTORNEYS' FEES, OR LITIGATION COSTS, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. SELLER'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNTS PAID TO SELLER UNDER THE APPLICABLE PURCHASE ORDER. ALL REMEDIES ARE EXCLUSIVELY LIMITED TO THOSE EXPRESSLY PROVIDED UNDER THIS AGREEMENT, IN LIEU OF ALL OTHER REMEDIES AT LAW OR IN EQUITY.

6. FORCE MAJEURE - Seller shall not be liable for any delay or failure in performance caused by events beyond Seller's reasonable control, including but not limited to: acts of God, fire, flood, epidemic, pandemic, war, terrorism, governmental actions (in sovereign or contractual capacity), labor disputes, freight embargoes, unusually severe weather, transportation disruptions, supply chain or material shortages, or inability to obtain labor or manufacturing facilities.

   In the event of such delay or failure, Seller shall provide written notice to Buyer and shall be entitled to an equitable adjustment in price, delivery schedule, or both, as reasonably necessary.

7. PROPRIETARY INFORMATION AND SECURITY
   a. General Proprietary Information
      All proprietary, technical, business, or confidential information disclosed by Seller under this Agreement shall remain Seller's exclusive property and shall be used by Buyer solely for purposes of the applicable project or purchase order. Buyer shall not disclose such information to any third party without Seller's prior written consent.
      These confidentiality obligations shall not apply to information that:
      i. was lawfully known to Buyer prior to disclosure;
      ii. is independently developed by Buyer without use of Seller's information.
      iii. is lawfully obtained from a third party without restriction; or
      iv. becomes publicly available through no fault of Buyer.

   b. TEMPEST, NISPOM, ITAR, and Classified Information Security
      All classified, controlled unclassified, and TEMPEST-related information shall be handled in strict accordance with applicable U.S. Government security regulations, including the National Industrial Security Program Operating Manual (NISPOM), the International Traffic in Arms Regulations (ITAR, 22 CFR Part 120 et seq.), DoD security directives, and all applicable TEMPEST requirements.

      Buyer shall ensure compliance with all applicable security standards before disclosure or transmission of any such information to Seller. Where necessary, the parties agree to modify the terms hereof to comply with ITAR or other applicable export control regulations. Any U.S. Government classified information shall be handled in accordance with the DoD Industrial Security Manual (DoD 5220.22-M) and applicable supplements.

8. SCHEDULING, PREPAYMENT, CANCELLATION, RESCHEDULING, AND DELAY
   a. Scheduling and Preparation
      All proprietary, technical, business, or confidential information disclosed by Seller under this Agreement shall remain Seller's exclusive property and shall be used by Buyer solely for purposes of the applicable project or purchase order. Buyer shall not disclose such information to any third party without Seller's prior written consent.

   b. Prepayment for Chamber-Based Testing
      Chamber-based testing shall require prepayment unless otherwise agreed in writing by Seller.

   c. Minimum Test Block Billing
      Testing performed in secure test chambers shall be billed in half-day increments. Use of any portion of a scheduled testing block shall constitute use of the entire block for billing purposes.

   d. Failure to Deliver Equipment or Failure to Appear
      If Buyer fails to timely deliver equipment in acceptable test-ready condition, or fails to appear for a scheduled test session, Buyer shall be charged a cancellation fee equal to the greater of:
      e) fifty percent (50%) of the total scheduled testing price; or
      f) four (4) hours of engineering labor at Seller's then-current hourly rates, plus any non-recoverable costs incurred by Seller.

   e. Late Cancellation
      Cancellation by Buyer less than forty-eight (48) hours prior to the scheduled start time shall result in the cancellation fee described in Section VIII(D) above.

   f. Rescheduling Fee
      Rescheduling by Buyer with less than forty-eight (48) hours' notice shall result in a rescheduling fee equal to the greater of:
      g) twenty-five percent (25%) of the scheduled testing price; or
      h) two (2) hours of engineering labor per scheduled engineer at Seller's then-current rates.

   g. Repeated Rescheduling
      Repeated cancellations or rescheduling may require revised pricing, revised schedules, additional deposits, or full prepayment before future testing dates are confirmed.

   h. Buyer-Caused Delay
      Quoted pricing assumes delivery of test articles in acceptable condition within ten (10) calendar days of Seller's acceptance of Buyer's purchase order, or within such other time as agreed in writing. Buyer-caused delays beyond that period shall entitle Seller to an equitable adjustment in pricing and schedule.

Advanced Programs, Inc. (API) TEST SERVICES Terms and Conditions

9. CUSTOMER RESPONSIBILITIES - Buyer shall provide all equipment in test-ready condition with required documentation and support personnel as needed. Buyer is responsible for ensuring all test articles, drawings, specifications, and required approvals are provided to Seller in a timely manner. Delays or additional costs resulting from Buyer's non-compliance with this section shall be subject to the equitable adjustment provisions of Section VIII.

10. CHANGES TO SCOPE - Any Services requested by Buyer beyond the original agreed scope shall require prior written authorization from Buyer's authorized procurement representative, including authorization by email or other written media. Seller shall provide notice of the proposed additional work and applicable pricing prior to proceeding. All approved additional work shall be billed at Seller's applicable rates or agreed fixed pricing. In the event further additional hours or costs arise, the same authorization process shall apply.

11. GOVERNMENT PROPERTY - Where Government Property is furnished to Seller in the course of performance under this Agreement, the provisions of FAR 52.245-1, "Government Property" (as applicable), shall apply. Seller shall handle, use, and account for all Government Property in strict accordance with applicable federal regulations.

12. TAXES - All prices quoted by Seller are exclusive of applicable federal, state, local, sales, use, excise, value-added, gross receipts, privilege, license, or similar taxes, however characterized. Buyer shall be responsible for payment of all applicable taxes arising from this Agreement, excluding taxes based solely upon Seller's net income. Buyer agrees to reimburse Seller for any such taxes that Seller or its subcontractors are required to pay.

13. PAYMENT - Seller shall invoice Buyer upon completion of Services, unless progress payments or milestone billing are otherwise agreed in writing. Payment terms are net thirty (30) days from Buyer's receipt of a correct invoice. Invoices shall reference Buyer's Purchase Order Number. All payments shall be made to the address indicated by Seller.

    Buyer shall not withhold, offset, recoup, or delay payment of undisputed amounts on account of any dispute or legal proceeding. Past-due balances shall accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law. Seller shall also be entitled to invoice for additional hours and material costs as stated in Section X (Changes to Scope).

14. NON-SOLICITATION - During the performance of Services and for twelve (12) months following completion or termination of the applicable project, Buyer shall not directly or indirectly solicit for employment, employ, engage, or retain in any capacity any Seller personnel who were materially involved in the performance of Services, without Seller's prior written consent.

15. INTELLECTUAL PROPERTY - Seller retains all right, title, and interest in and to all pre-existing intellectual property, methodologies, test procedures, know-how, software, documentation, and derivative works.

    Any intellectual property, inventions, developments, improvements, work product, software, data, or reports created by Seller in connection with performance under this Agreement shall remain the sole and exclusive property of Seller, unless otherwise expressly agreed in a separate written agreement signed by both parties.

    This Agreement does not confer or grant, in any manner, any license to manufacture, use, or sell any equipment or materials incorporating Seller's patents, copyrights, trade secrets, or other intellectual property rights, whether express or implied. No right to sublicense is granted to any third party.

16. INDEPENDENT CONTRACTOR - Seller is and shall remain an independent contractor. Nothing contained herein, whether express or implied, shall be construed to create any partnership, joint venture, agency, fiduciary, or employment relationship between the parties.

17. TERMINATION
    a. Termination of Nonpayment - Timely payment is a material obligation of Buyer. Failure to pay any undisputed amount within thirty (30) days after its due date shall constitute a material breach of this Agreement. In such event, Seller may suspend performance, terminate this Agreement for default without further notice, and pursue all remedies available at law or equity, including recovery of consequential and incidental damages and lost profits.

       Seller's failure to terminate immediately for any single late payment shall not constitute a waiver of the right to terminate for any current or future breach.

    b. Termination for Cause - Either party may terminate this Agreement for material breach upon written notice if the breaching party fails to cure such breach within thirty (30) days of receiving written notice thereof. Applicable FAR and DFARS termination provisions shall apply where this Agreement supports U.S. Government contracts.

18. STORAGE AND ABANDONED EQUIPMENT
    a. Storage Fees - Equipment not removed by Buyer within ten (10) business days after completion of testing shall be subject to storage fees at Seller's then-current rates.
    b. Abandoned Equipment - Equipment remaining unclaimed for more than sixty (60) days following Seller's written notice to Buyer shall be deemed abandoned. Good faith notification shall be provided to Buyer prior to any disposition action.
    c. Disposition - After commercially reasonable efforts to notify Buyer, Seller may dispose of abandoned equipment in any lawful manner without liability to Buyer and may apply any net proceeds toward outstanding amounts owed by Buyer under this Agreement.

19. GOVERNING LAW - This Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflict-of-laws principles.

20. ASSIGNMENT - Neither party may assign this Agreement or any interest hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement without consent in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of such party's assets, provided the assignee expressly assumes all obligations and liabilities of the assigning party under this Agreement.

21. WAIVER - Failure by Seller to enforce any provision of this Agreement at any time shall not constitute a waiver of such provision or any other right hereunder. Any waiver must be in writing and signed by an authorized representative of Seller. Exercise of any right or election by Seller shall not preclude or prejudice Seller from exercising any other right available under this Agreement.

22. DISPUTE RESOLUTION - The parties shall first attempt in good faith to resolve any dispute through executive-level negotiations within forty-five (45) days of written notice of the dispute. If the dispute remains unresolved after such period, either party may pursue all available remedies at law or equity in a court of competent jurisdiction located in the State of New York.

    Either party may seek immediate injunctive or equitable relief from a court of competent jurisdiction where necessary to: (i) prevent irreparable harm; (ii) protect intellectual property rights; or (iii) prevent serious and irreparable injury to that party or to others, without awaiting the conclusion of the negotiation period.

23. ENTIRE AGREEMENT AND MODIFICATIONS - These Terms and Conditions, together with the applicable purchase order as accepted by Seller, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, understandings, and representations. No amendment or modification shall be valid or binding unless made in writing and signed by authorized representatives of both parties. Any modification

Advanced Programs, Inc. (API) TEST SERVICES Terms and Conditions

impacting cost or delivery shall entitle Seller to an equitable adjustment in price and schedule.

24. EFFECTIVE DATE - The Effective Date of this Agreement shall be the date Seller issues written acceptance of Buyer's purchase order, at which time Seller may commence performance.

APPENDIX NOTE-GOVERNMENT FLOWDOWN CLAUSES - Where Services are performed in support of U.S. Government contracts or subcontracts, applicable Defense Federal Acquisition Regulation Supplement (DFARS) and Federal Acquisition Regulation (FAR) flow-down provisions shall apply only to the extent legally required by the prime contract. Specific flow-down clauses applicable to a given purchase order will be identified and incorporated by reference in the applicable Statement of Work or purchase order documentation. Buyer shall notify Seller at time of order placement of any mandatory government flow-down requirements.