

**Infleqtion Standard Purchase Order Terms and Conditions**

1. **Terms.** These Purchase Order Terms and Conditions (“Terms”) apply to all purchases of goods and/or services (“Supplies”) identified in a purchase order (“PO”) issued by ColdQuanta, Inc. dba Infleqtion (“Infleqtion” or “Buyer”) to the vendor or contractor indicated on the PO (“Seller”) whether or not such PO references these Terms or attaches these Terms. If Infleqtion and Seller have separately negotiated terms and conditions for the Supplies, (“Negotiated Terms”), those Negotiated Terms shall control and supersede this document in full respecting the Supplies. If there are no Negotiated Terms, Infleqtion and Seller, each a “Party” or collectively the “Parties” in these Terms, hereby agree as follows:
2. **Order.** The “Order” consists collectively of the following: (i) the terms and conditions on the face of the PO, which terms are incorporated herein by reference; (ii) these Terms; and (iii) all other documents specifically incorporated into this Order. Seller agrees to provide the Supplies in accordance with the Order. In the event of conflict, the PO shall prevail over the Terms, and the Terms shall prevail over any other documents. The Order is the entire agreement between the Parties respecting the Supplies and supersedes all prior agreements, negotiations, and/or understandings of the Parties respecting the Supplies. No modification of or amendment to this Order, nor any waiver of any rights under this Order, shall be effective unless agreed to in writing and signed by both Buyer and Seller. The rights and remedies in the Order are not exclusive and are cumulative with and in addition to all other remedies at law.
3. **Acceptance of Order.** This Order is Infleqtion’s offer to Seller to purchase the Supplies and is not binding until accepted. Seller accepts this order upon the earlier of: its beginning work or performance of the Order or notifying Buyer of its acceptance of the Order in writing. Buyer may cancel this Order without any liability or cost at any time prior to Seller’s acceptance. The Order is limited to and conditional upon Seller’s acceptance of the Terms exclusively. Any additional or different terms contained in any acknowledgment, invoice, online, or other communication proposed by Seller are expressly rejected by Infleqtion.
4. **Price and Payment.** The purchase price is specified in the PO and is a firm fixed price for the duration of the Order and is inclusive of all applicable taxes and duties and of all storage, handling, packaging and all other costs of Seller. Payment terms for all Infleqtion purchase orders are Net 30 days unless otherwise authorized in writing. Payment shall be deemed to occur upon transmittal of payment by Infleqtion. All payments shall be in U.S. dollars.
5. **Duration.** The Order shall be effective upon the date of Acceptance of the Order by Seller. Unless terminated earlier by either Party, the Order shall terminate on the date specified in the PO. No modification of or amendment to the termination date shall be effective unless agreed to in writing and signed by both Buyer and Seller.
6. **Delivery.** Time is of the essence. The dates, times, quantities, schedules, locations, carriers, and other requirements for delivery of the Supplies (“Delivery Requirements”) shall be specified in the PO, and Seller shall make delivery pursuant to the Delivery Requirements. Seller shall immediately notify Infleqtion in writing of delays, changes, or proposed adjustments to any Delivery Requirements. Infleqtion reserves the right to terminate this Order in whole or in part if Seller should fail to ship or deliver in accordance with the PO or Delivery Requirements. No changes to the Delivery Requirements shall be made unless previously approved in writing by Infleqtion.
7. **Shipping.** Seller shall be responsible for proper and safe packing, packaging, marking, and shipping of the Supplies and for ensuring that the Supplies are shipped in compliance with any Infleqtion shipping and labeling requirements.
8. **Inspection and Acceptance of Supplies.** Buyer will have a reasonable period of time after delivery or performance within which to inspect and accept the Supplies. With reasonable notice from Buyer, Seller will allow inspection of work in process at Seller or Seller’s subcontractor’s facility. Supplies that are defective or fail to meet the terms of the solicitation specifications shall be rejected. If rejected or required to be repaired, Supplies shall be replaced or corrected by and at the expense of Seller as directed by Infleqtion. Any rejected

Supplies will be returned to Seller at Seller's expense and risk of loss will pass to Seller upon Infleqtion's delivery to the common carrier. The receipt of goods or services, the inspection or non-inspection of or payment for the goods or services, will not constitute acceptance of the goods or services and will not impair Buyer's right to (i) reject nonconforming goods or services, (ii) recover damages and/or (iii) exercise any other remedies to which Buyer may be entitled at law or in equity. Further, acceptance of goods or services will not waive any rights or remedies at law or in equity accruing to Buyer as a result of any breach of the Order.

9. **Changes.** Infleqtion may at any time make changes to the Order which shall be effective when written notice of the change is received by Seller. If any changes affect the cost or schedule or any other portions of the Order, an amendment to the Order shall be made and executed by Infleqtion and Seller in writing which shall reflect any equitable adjustment required to be made as a result of the changes. Seller shall send a written request for equitable adjustment to Infleqtion in writing within thirty (30) days from the date Seller received notification of any changes and Infleqtion and Seller shall negotiate any such request in good faith. Seller shall not make changes to form, fit or function based on specification, process or material changes without written approval from Infleqtion. Seller shall notify Infleqtion of all proposed changes and Infleqtion reserves the right to accept or reject any change recommendation. Infleqtion reserves the right to return goods at Seller's expense if the order is billed at a higher price than specified, or the goods are non-conforming, unless prior written approval for the modification has been obtained.
10. **Termination.** Buyer may terminate the Order in whole or in part by written notice (Notice of Termination) for any reason by providing thirty (30) days written notice to Seller. Either Party can terminate the Order for default if the other Party materially breaches any provision of the Order and fails to correct any such breach within thirty (30) days after receiving a Notice of Termination for default. Termination by Buyer shall not relieve Seller of any liability under the Order and Seller may not suspend performance of the Order for any reason. Following delivery of a Notice of Termination, Seller shall promptly terminate all work under this Order and transfer title and deliver to Infleqtion of all finished Supplies completed prior to receipt of the Notice of Termination, transfer title and deliver to Infleqtion of all work in process, and the parts and materials which Seller produced or acquired in accordance with the Order, and take actions reasonably necessary to protect property in Seller's possession in which Infleqtion has an interest until disposal instructions from Infleqtion have been received. In connection with such termination, Buyer shall pay to Seller the price for all conforming Supplies finished by Seller or received by Buyer prior to the Notice of Termination or delivered following Notice of Termination in complete and final satisfaction of any liabilities relating to this Order. Buyer will have no obligation to pay Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, failure to realize anticipated production volumes, revenues or savings, unabsorbed overhead, interest on claims, product development and engineering costs, tooling, facilities and equipment rearrangement costs or rental, unamortized capital or depreciation costs, or general administrative burden charges from termination or expiration of the Order. The obligations of Seller to Buyer survive termination of the Order.
11. **Warranty.** Seller warrants that the Supplies shall (i) conform to this Order in all respects, including all specifications, drawings, and requirements furnished by Infleqtion and are fit for use and suitable for their intended purpose; (ii) be free from all defects in design, workmanship, and materials and be of highest quality and workmanship; (iii) conform to all applicable Laws in countries where the Supplies (or goods into which the Supplies are incorporated) are to be sold; (iv) be manufactured in a professional and workmanlike manner, consistent with all standards and specifications agreed on with Infleqtion and otherwise consistent with industry standards; and (v) be free from liens and encumbrances of any nature, (vi) be free from any liability for infringement of, or claim of royalties for, title, patent rights, copyright, trademark, trade secrets or confidential or proprietary intellectual property rights, liens and encumbrances of any nature, and that Seller has good and transferable title to the Supplies. All warranties of Seller extend to future performance of the Supplies and are not modified, waived or discharged by delivery, inspection, tests, acceptance and payment. Infleqtion's approval of any design, drawing, material, process or specifications will not relieve Seller of these warranties. Seller shall, at Infleqtion's sole option, repair or replace all Supplies not meeting these requirements, or refund Infleqtion the price of any Supplies not meeting these requirements. Seller represents and warrants that its performance of the Order will not in any way conflict with any continuing interests or obligations of Seller or its employees or contractors. The foregoing warranties are in addition to all other warranties, expressed or implied.

**12. Indemnification.** Seller shall defend, indemnify and hold harmless Infleqtion (and its affiliates, officers, directors, agents and representatives, customers, and employees from and against any and all claims, suits, losses, penalties, damages, whether actual, punitive, consequential or otherwise, and associated costs and expenses, including attorney's fees, expert's fees, and costs of investigation, and all liabilities that are caused in whole or in part by: (a) any actual or alleged infringement of any title, patent rights, copyright, trademark, trade secrets or confidential or proprietary intellectual property rights, liens, or encumbrances of any nature relating to the Supplies; (b) any actual or threatened breach by Seller of this Agreement; (c) any negligent or intentional act, error or omission by Seller, its employees, officers, agents or representatives in the performance of this Agreement or in connection with the design or manufacture of the Supplies; (d) any defect or non-conformity in the Supplies or any noncompliance by Seller with any of its representations, warranties or obligations under the Order; (e) or that are for, in the nature of, or that arise under warranty, strict liability or products liability with respect to or in connection with the Supplies, (f) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated costs; (g) tax-related claims; (h) failure to comply with applicable laws.

### **13. Intellectual Property.**

#### **13.1 Definitions:**

- **“Background IPR”** means any Intellectual Property Rights owned by Seller (i) prior to commencement of any Supplies or receipt of any Infleqtion Technology or Confidential Information, or (ii) independently developed without any use of any Infleqtion Technology or Confidential Information.
- **“Foreground IPR”** means any Intellectual Property Rights developed by Seller in connection with the Supplies or with use of or reference to any Infleqtion Technology or Confidential Information.
- **“Intellectual Property Rights”** shall mean all common law and statutory rights anywhere in the world arising under or associated with, patents, patent applications, inventors’ certificates, copyrights, copyright registrations and applications, trademarks, trade names, service marks, trade and industrial secrets and confidential information, and analogous rights.
- **“Work Product”** means any developments, discoveries, copyrightable material, inventions, improvements, additions or modifications, whether or not patentable, that are created, derived from, or developed in connection with the Supplies or any Infleqtion Technology or Confidential Information.

**13.2 Ownership.** Upon payment of all expenses and fees due to Seller, all right, title and interest in and to the Work Product and all Foreground IPR with respect thereto, shall be owned exclusively by Infleqtion. Accordingly, Seller agrees to assign and hereby assigns to Infleqtion all of its rights, title in and to any and all Work Product and Foreground IPR. Seller owns and retains all rights, title and interest in and to all Intellectual Property Rights in its Background IPR.

**13.3. License.** To the extent any of the rights, title and interest in and to such Work Product and Foreground IPR cannot be assigned by Seller to Infleqtion, Seller hereby grants to Infleqtion, its subsidiaries and affiliates, and their respective successors and assigns, and Infleqtion hereby accepts a non-exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid up unlimited license (with rights to sublicense through multiple tiers of sub-licensees) under such Work Product and Foreground IPR to use, sell, offer for sale, import, copy, distribute, modify and otherwise exploit the Work Product in any manner whatsoever, which includes, subject to the Confidentiality provisions in the NDA and referenced in section 14, any works of authorship fixed in any tangible medium of expression (including drawings, prints, manuals and specifications) furnished by Seller in the course of Seller’s activity under this Order, to reproduce, distribute and display such works and to prepare derivative works based thereon, subject to the other provisions of this Order. Seller agrees that if in the course of performing the Services, Seller incorporates any Background IPR that is owned or licensable by Seller into any Work Product, Seller hereby grants to Infleqtion a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license under such Background IPR to use, import, copy, distribute, or modify the Work Product for its business purposes, subject to the Confidentiality provisions in the NDA and referenced in Section 14. Seller will ensure that the terms of its contracts with its subcontractors and employees are consistent with the terms of this Section.

- 14. Confidential Information.** Any signed separate Non-Disclosure agreement between Seller and Buyer applicable to the subject matter of this agreement supersedes this section 14 in full.
- a. **Confidentiality.** Either Party may be provided or have access to information which is "Confidential" and "Proprietary" to the other ("Proprietary Information"). Proprietary Information means certain technical and business information, including third party information, related to either Party's business disclosed by one party ("Discloser") to the other party ("Recipient"): (i) in documents or other tangible materials clearly marked CONFIDENTIAL or the like, (ii) orally or in any other intangible form, if at the time of first disclosure the Discloser tells the Recipient that the information is confidential, and within 30 calendar days after that first disclosure the Discloser delivers to the Recipient documents or other tangible materials clearly marked CONFIDENTIAL or the like which disclose or describe that information; (iii) and which would, under the circumstances, appear to a reasonable person to be confidential or proprietary; or (iv) data learned as a result of visiting Discloser's facilities. For the further avoidance of doubt, all Buyer data supplied by, and for use with, the Supplies, is Buyer Proprietary Information. As used herein, "Proprietary Information" may include, without limitation, product/service specifications, ideas, processes, prototypes, computer programs, models, drawings, marketing plans, financial data, and personnel statistics, but excludes information which: (i) is or becomes publicly known by the public through no wrongful act of the Recipient; (ii) is independently developed by or for the Recipient; (iii) is obtained by the Recipient from a third person without breach by such third person of an obligation of confidence with respect to the Proprietary Information disclosed; or (iv) is required to be disclosed by operation of law or pursuant to an order of a governmental agency. The licensing or distribution of software incorporating processes or techniques that are not readily ascertainable from the normal use of the software does not constitute a public disclosure of such processes or techniques.
  - b. **Nondisclosure.** Neither Party shall disclose, copy, reproduce, sell or assign any Proprietary Information of the other, either in whole or in part, to any third party without the other Party's prior written consent. Disclosure of the other Party's Proprietary Information to employees shall be on a need-to-know basis for sole use in connection with the provision of supplying the Seller's products and services hereunder. Upon termination of these Terms, and upon request, both Parties shall return to the other Party or destroy all Proprietary Information belonging to that Party. Both Parties shall maintain and not alter or remove any trademark, notice of proprietary rights, copyright or other identification, which indicates the other Party's ownership interests in any Proprietary Information. Each Party shall notify the other Party promptly and in writing of any unauthorized knowledge, possession, distribution, or use of any Proprietary Information. Any violation or threatened violation of this Section shall entitle the aggrieved Party to injunctive relief in addition to any other legal or equitable rights or remedies.
  - c. **Return of Proprietary Information.** Upon completion of the work or upon the written request at any time of either Party, and regardless of any other issues which might be outstanding between the parties at such time or times, the Recipient shall return within five (5) business days all copies of any Proprietary Information or data received by the Recipient and all derivatives thereof, to the Discloser, or, if so requested by the Discloser, the Recipient shall certify in writing that all copies of any such Proprietary Information or data have been destroyed.
  - d. **Use of Proprietary Information.** It is understood and agreed that either Party shall not acquire any right, title or interest in or to any of the other Party's Proprietary Information, regardless of its form. The Parties' only legitimate interest in such Proprietary Information shall be in connection with the furtherance of its duties and obligations with respect to the provision of the Seller's products and services hereunder. The Parties hereby agree not to make use of any such Proprietary Information for its sole benefit, or for the benefit of any other Party, apart from the business purpose of supplying the Seller's products and services hereunder, or for any other purpose.
  - e. **Injunction Against Unauthorized Disclosure of Proprietary Information.** The Recipient acknowledges that if the Recipient fails to comply with any of its obligations hereunder, the Discloser may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.
  - f. **Survival.** The foregoing commitments of each party in this Section 14 ("Confidential Information") shall survive any termination of these Terms, and shall remain in effect for a period of five (5) years following any termination of these Terms, except that any of Discloser's Proprietary Information qualifying as a trade secret

under the relevant law shall be subject to the confidentiality and non-use obligations of this Agreement for so long as they are protectable as a trade secret.

- 15. Insurance.** Seller shall be solely responsible for maintaining adequate health, automobile, workers' compensation, unemployment compensation, disability, liability, and other insurance, as is required by law or as is the common practice in Seller's trades or businesses. Seller agrees to furnish to Infleqtion promptly upon request a certificate from its insurance brokers or agent showing that it carries adequate Workers' Compensation, and Comprehensive General Liability insurance coverage, including Contractual Liability insurance applicable to this Order. Seller shall give Infleqtion thirty (30) days prior written notice of any lapse or cancellation of any policy. Infleqtion shall also be shown as an Additional Insured on the Comprehensive General Liability policy reflected on the certificate of insurance if services are to be performed on Infleqtion's premises. If Seller is self-insured for Workers Compensation coverage, it will provide the applicable state certificate establishing such status to Infleqtion upon request. Seller hereby waives all mechanics' liens and claims and agrees that none shall be filed or maintained against Infleqtion's premises on account of any Supplies and shall cause all its subcontractors, materialmen and suppliers (and subcontractors of such parties) to provide similar waivers and agreements in form satisfactory to Infleqtion.
- 16. Limitation of Liability.** Infleqtion's sole liability under the Order (including its termination, expiration or cancellation) is to pay for the Supplies and to pay the specific termination-related amounts. In no event shall Infleqtion be liable for any indirect, anticipated or lost profits, interest, penalties or incidental, consequential, special, punitive, multiple, or exemplary damages or liabilities arising out of or in connection with this Order, regardless of the nature of Seller's claimed injury or the nature of the legal claim under which Seller seeks to recover, and whether or not Infleqtion was advised of the possibility of such damage.
- 17. Assignment.** Seller shall not assign nor delegate its duties or obligations for the Order without prior written consent from Buyer. Any violation to this condition constitutes a material breach of the Order and shall be null and void. Any subcontracting, assignment or delegation does not relieve Seller of any responsibility under this Order. Seller will ensure that the terms of its contracts with its sub-suppliers and sub-contractors provide Infleqtion and the Customer with all of the rights specified in this Order.
- 18. Remedies.** If Seller breaches these Terms, the Parties agree that Infleqtion shall have all remedies available by law and in equity. To the extent Infleqtion does not have an adequate remedy at law, Infleqtion is entitled to an immediate order for specific performance of Seller's obligations (including related temporary and preliminary injunctive relief). Infleqtion shall recover actual and reasonable attorney's fees in any action arising out of this Order, unless Seller is the prevailing party. Infleqtion's rights and remedies shall be cumulative and shall be in addition to any other rights or remedies provided by law. If Infleqtion breaches these Terms, the Seller's only remedy shall be the recovery of the goods only from Infleqtion. Either Party's failure to insist on the performance by the other Party of any term or failure to exercise any right or remedy reserved in this Order, or either Party's waiver of any breach or default hereunder by the other Party shall not, thereafter, waive any other terms, conditions, rights, remedies, breaches or defaults, whether of the same or a similar type or not.
- 19. Governing Law and Jurisdiction.** The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed by, subject to, construed and interpreted in accordance with the laws of the state of Colorado, without giving effect to principles of conflicts of law. The provisions of the United Nations Convention on the International Sale of Goods shall not apply to this Agreement. Notwithstanding this section, either party may seek equitable relief to protect its Proprietary Information or Intellectual Property.
- 20. International Trade Compliance.** The Parties agree to conduct all operations under the terms of this Order in strict compliance with all applicable import, export, reexport and foreign trade control statutes, laws, regulations, enactments, directives and ordinances of any governmental authority with jurisdiction over such operations then in effect ("International Trade Laws") in connection with the performance of its obligations under this Agreement. Each Party shall be responsible for obtaining any necessary authorizations required by International Trade Laws applicable to any Party's import, export, reexport or other foreign trade activity in connection with the performance of its obligations under this Agreement. The transfer of any material from a

Party to any of the other Parties shall be conducted in accordance with the Order. Each Party will cause these Terms to be imposed upon any other party from which Information, technology, materials or services are procured for this Agreement, including any supplier or subcontractor. Upon request, Seller shall provide to Infleqtion appropriate certification stating the country of origin for goods sufficient to satisfy U.S. Customs authorities and any applicable export licensing regulation. If goods are imported, Seller shall be the importer of record. Upon request, Seller shall promptly furnish to Infleqtion all certificates of origin or domestic value-added and all other information relating to the costs and places of origin of the Supplies as may be required by Infleqtion to comply with all applicable laws.

- 21. Compliance With Laws, Standards, Policies, and Hazardous Materials.** Seller agrees to comply with all applicable laws, rules, regulations, ordinances or other requirements of any national, state, provincial, local, multi-national or international body (collectively “Laws”) relating to the manufacture, sale, delivery and use of the Supplies. Seller shall conform with all quality control, validation, testing and other standards and inspection systems and participate in Infleqtion’s supplier quality and development programs as directed by Infleqtion. Seller agrees to comply with all Laws relating to any hazardous or restricted material applicable to the Supplies, to inform Infleqtion of its use of such materials, and to provide sufficient documents and information (including appropriate labels, containers, and packing, and handling, disposal and recycling instructions, material safety data sheets and certificates of analysis) for any such materials. Seller further agrees to furnish all Safety Data Sheets (SDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery.
- 22. Severability.** If one or more provisions of this Order are held to be unlawful, unenforceable, or invalid by a court of competent jurisdiction, then such provision will be enforced to the maximum extent permissible to effect the intent of the Parties. The remainder of the Agreement will continue in full force and effect.
- 23. Non-Exclusive Agreement.** This is not an exclusive agreement and Infleqtion is free to engage others to provide supplies the same as or similar to Seller’s Supplies.
- 24. No Publicity.** Except as otherwise required by law or SEC regulation, Seller shall not publicize or disclose the relationship between the parties, the existence of terms and conditions of this Agreement, or any transactions hereunder, without the express, prior written consent of Infleqtion.
- 25. Correspondence/Invoices.** Direct all correspondence to: Infleqtion, 3030 Sterling Circle, Attn: Purchasing Department, Boulder, CO 80301 or by email at [purchasing@infleqtion.com](mailto:purchasing@infleqtion.com), with a copy by email sent to [accounting@infleqtion.com](mailto:accounting@infleqtion.com) for invoices. Please reference the Purchase Order number on all correspondence and invoices.
- 26. Non-Discrimination.** Seller agrees to comply with the letter and spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.
- 27. Non-Solicitation.** During the term of this Agreement and one year following completion of final delivery of the Supplies, Seller agrees that it will not, without Buyer’s prior written consent, directly, or indirectly through third parties solicit the services of Buyer’s employees or personnel.
- 28. Force Majeure.** Each Party may be excused from a failure to perform or a delay in performance, in whole or in part, in the event of, and to the extent that, acts of God, disease, war, riot, fire, explosion, accident, flood, sabotage, compliance with governmental laws or regulations, change of governmental law or regulation, orders or action, national defense requirements, or any other event beyond the reasonable control of such party which prevents the manufacture, shipment, acceptance or use of any goods or services hereunder (each a “Force Majeure” event). However, this section is not intended to buffer a Party against the normal risks inherent in commercial contracts, including strikes or personnel disputes within the party claiming Force Majeure. Furthermore, any default or non-performance of sub-contractors or suppliers of the Seller or Buyer (other than as caused by a Force Majeure event suffered by such sub-contractors or suppliers) shall not constitute an event beyond the reasonable control of the Seller. If possible under the circumstances, the Party claiming excuse from performance must take reasonable efforts to remove the cause of its inability to perform or its delay in

performance. The Party claiming excuse from performance must give prompt written notice to the other Party of such event, specifying its nature and anticipated duration. Notwithstanding, if as a direct result of a Force Majeure event, either Party fails to carry out or observe any of the terms and conditions of the Order, such failure or omissions shall not be deemed a breach of the Order, and the affected Party's obligations may be suspended insofar as the Parties agree that performance of such obligation is impracticable. Further, the Party claiming excuse from performance shall be responsible for insuring against any damage or loss incurred due to delay. Nothing in this section shall alleviate the party claiming excuse from performance for loss or damage to any goods in its possession. If Seller's or Buyer's performance is excused or delayed for more than 30 calendar days, Buyer may, at Buyer's option, terminate the Agreement by giving written notice, which termination will become effective upon receipt of such notice. If Buyer terminates the Order, Buyer's sole liability will be to pay any balance due for conforming goods and services delivered by Seller before receipt of Buyer's termination notice.

**29. Conflict Minerals.** The Seller hereby represents, warrants, covenants, and certifies that (i) it is in full compliance with all applicable conflict minerals laws, including, without limitation, Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, as it may be amended from time to time and any regulations, rules, releases, decisions or orders relating thereto adopted by the Securities and Exchange Commission or successor governmental agency responsible for adopting regulations relating thereto (collectively, the "Act"), and (ii) none of the Supplies furnished hereunder shall contain any conflict mineral (including, but not limited to, tin, tantalum, gold and tungsten) originating in the Democratic Republic of the Congo or an adjoining country (the "Conflict Region") unless (x) such conflict mineral is from recycled or scrap sources or (y) such conflict mineral was outside the supply chain prior to January 31, 2013. The Seller further agrees, at any time upon the Buyer's reasonable request, (1) to promptly certify in writing as to the Seller's compliance with this paragraph, (2) to promptly provide the Buyer with such information regarding the source and chain of custody of all conflict minerals that may be contained in the Supplies delivered hereunder, (3) to reasonably cooperate with the Buyer's efforts to comply with the requirements of the Act, and (4) to cause its subcontractors and sub-suppliers of every tier to provide the Seller and the Buyer with the information and cooperation that the Seller is required to provide under the foregoing clauses (1), (2) and (3). Should the Seller learn or have reason to know of or suspect any development that makes it likely that any Supplies furnished hereunder contains any conflict mineral originating in the Conflict Region in violation of the foregoing, or that in any other way makes inaccurate, incomplete or misleading the representations, warranties and certifications of the Seller set forth herein, then the Seller shall immediately advise Buyer in writing of such knowledge or suspicion and all related information known to the Seller. The Seller acknowledges that the Buyer will rely on the accuracy and completeness of information that the Seller furnished to the Buyer as the basis for the Company's compliance with the Act.

**30. Federal Acquisition Regulation (FAR) Clauses.** Seller shall comply with the following FAR clauses, which are incorporated in this Purchase Order by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

52.237-11 (e)(1), Accepting and Dispensing of \$1 Coin (SEP 2008) – 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) – 52.219-8, Utilization of Small Business Concerns (DEC 2010) – 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) – 52.222-26, Equal Opportunity (MAR 2007) – 52.222-35, Equal Opportunity of Veterans (SEP 2010) – 52.222-36, Affirmative Actions for Workers with Disabilities (OCT 1998) – 52.222-40, Notification of employee Rights Under the National Labor Relations Act (DEC 2010) – 52.222-41, Service Contract Act of 1965 (NOV 2007) – 52.222-50, Combating Trafficking in Persons (FEB 2009) – 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (NOV 2007) – 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements – 52.222-54, Employment Eligibility Verification (JUL 2012) – 52.226-6, Promoting Excess Food Donations to Nonprofits Organizations (MAR 2009).