

SERVICE ORDER TERMS AND CONDITIONS

1. Definitions. As used herein: “**Buyer**” means Stone Security Engineering, P.C., which is the organization purchasing the Services, identified on the Face Page; “**Contract Documents**” means the documents identified as contract documents on the Face Page; “**Deliverables**” means the deliverables identified on the Face Page; “**Face Page**” means the first page of this Purchase Order and any subsequent page(s) needed to fill in the required information, up to and including the Parties’ signatures; “**Parties**” means the Buyer and Seller; “**Project**” means the Buyer’s project for which the Services will be performed, identified on the Face Page; “**Purchase Order**”, “**PO**” and “**Service Order**” means the Face Page of any Purchase Order for Services issued by Buyer together with all documents attached or incorporated therein by reference, including these Standard Terms and Conditions for Service Orders; “**Seller**” means the person or organization who will perform the Services, identified on the Face Page; and “**Services**” means the services to be performed by the Seller, specified on the Face Page.

2. Purchase Order; Acceptance; Conditions. This Purchase Order is an offer by the Buyer to purchase the Services specified herein from the Seller, on the terms and conditions contained herein. Upon acceptance, Seller agrees to provide the Services to Buyer in accordance with the terms of the Purchase Order. The offer contained in this Purchase Order is conditioned on Seller’s acceptance of all, and only, the terms and conditions contained herein. Buyer rejects any different, conflicting, or additional term(s) contained in any other document, writing, or electronic medium, including without limitation, on a website, on an invoice or other document issued by Seller in connection with this Purchase Order, or in communications between the Parties, except as otherwise provided herein. This Purchase Order will be deemed accepted by the Seller upon the first of the following to occur: (a) Seller making, signing, or delivering to Buyer any letter, form, or other writing or instrument acknowledging acceptance; (b) any performance by Seller under the terms of the Purchase Order; or (c) the expiration of ten (10) days after Seller’s receipt of the Purchase Order unless Seller sends written notice of rejection to Buyer prior to the expiration of such period.

3. Performance of Services; Contract Documents. Seller will perform the Services consistent with the professional care and skill ordinarily exercised by members of Seller’s profession, practicing under similar circumstances, in the same or similar locality, during the same period of time. Seller shall have no technical duties or responsibilities for any other part of the Project other than the Services specified herein and shall not communicate with Buyer’s client unless expressly authorized by Buyer. The Contract Documents, if any, are incorporated herein by reference and form a part of this Purchase Order. Buyer and Seller shall each be mutually bound by the terms of the Contract Documents to the extent applicable to the Services. With respect to such terms, Buyer shall assume toward the Seller all rights, duties, obligations and responsibilities that Buyer’s client assumes toward Buyer, and Seller shall assume toward Buyer all rights, duties, obligations and responsibilities which Buyer assumes toward its client.

4. Technical Representative; Project Schedule; Delivery Date. Each Party shall designate (on the Face Page) a technical representative who is authorized to act on its behalf with respect to the Services (“**Technical Representative**”). The Services shall be performed as expeditiously as is consistent with the applicable standard of skill and care and the orderly progress of the Project. The Seller shall familiarize itself with the Project schedules set forth in the Purchase Order and Contract Documents (“**Project Schedule**”) and perform its services in compliance with this schedule, as revised from time to time by Buyer and/or its client. Seller shall provide the Deliverables on or before the corresponding date(s) (each a “**Delivery Date**”) specified in the Delivery Schedule section on the Face Page. **TIME IS OF THE ESSENCE.** If Seller fails to deliver the Deliverables or Services in full on or before the Delivery Date, Buyer may, at its sole option: (a) terminate the Purchase Order immediately and Seller shall indemnify Buyer against any losses, damages, and reasonable costs and expenses attributable to Seller’s failure to deliver; or (b) assess liquidated damages at the rate of 1.5% of the total Compensation, per day, until Seller delivers in full.

5. Inspection. Buyer reserves the right to inspect the Deliverables before payment or acceptance. Inspection may occur on, or within a reasonable time after, the Delivery Date. Buyer, at its sole option, may reject all or any portion of the Services or Deliverables that fail to conform to the terms of the Purchase Order, the applicable standard of care, or Seller’s warranties. If Buyer requests correction or replacement of the Services or Deliverables, Seller shall promptly correct or replace the nonconforming Services or Deliverables, to Buyer’s reasonable satisfaction, at no additional cost to the Buyer. If Seller fails to deliver corrected or replacement Services or Deliverables within five (5) business days of Buyer’s request, Buyer may replace them through use of a third party and charge Seller the cost thereof and terminate this Purchase Order for cause. Any inspection or other action by Buyer under this Section 5 shall not affect Seller’s obligations under the Purchase Order, and Buyer shall have the right to further inspection after Seller takes remedial action.

6. Cumulative Remedies. The rights and remedies under this Purchase Order are cumulative and are in addition to any other rights and remedies provided by law, equity or otherwise.

7. Compensation and Payment. This Purchase Order is for a fixed price. The total compensation to be paid to Seller for satisfactory performance of the Services (the “**Compensation**”) is the amount identified in the Compensation section on the Face Page. Compensation will be paid on such milestone(s) and within such time period(s), if any, specified in the Payment Terms section on the Face Page, subject to this Section 7.

Billing. Seller shall invoice Buyer upon completion of the applicable milestone, if any, or the Services, in an agreed upon form, detailing the breakdown of the sums included and all supporting information. Invoices must be submitted electronically to Accounting@StoneSEng.com and reference the applicable contract or Project number. Seller should also copy its regular point of contact



with Buyer to ensure timely processing. Buyer shall have no liability for payment delays attributable to invoices submitted by any other method.

Adjustment and Submission. If Buyer objects to any invoice submitted by Seller, Buyer shall so advise Seller and the Parties will work in good faith to adjust the invoice accordingly. Once an agreed upon invoice is reached, Buyer shall promptly invoice its client for the applicable Services.

Payment; Acknowledgement. Buyer shall pay Seller within ten (10) business days after Buyer receives corresponding payment from its client. Unless otherwise stated in the Purchase Order, it is a condition precedent to Buyer's payment of Compensation due to Seller that Buyer has received corresponding payment from its client. Buyer shall pay Seller in proportion to amounts received from its client. Should the client fail or refuse payment of any amounts associated with the Services, Buyer will reduce payments to Seller by the same amount. Upon request, Seller shall submit an acknowledgement of payment, in a form acceptable to Buyer.

Final Payment. The acceptance by Seller of final payment, upon completion of the Services or any final payment due upon earlier termination of this Purchase Order, shall constitute a full and complete release from all Liens that Seller has or may have against the Work Product or Deliverable covered by this Purchase Order. The making of partial payments by Buyer shall not constitute an acceptance of the Services, or release the Seller from any claims, demands, or causes of action that Buyer may then, or at any time, thereafter, have against the Seller.

8. Work Product; Ownership; Delivery. All Deliverables and other documents, records, drawings, specifications, reports, calculations, and work product prepared for or produced by the Seller in connection with performance of the Services (collectively "**Work Product**") shall be deemed instruments of service, to the maximum extent allowed by law. All existing and future rights in the Work Product shall be the exclusive property of Buyer without the need for further formality or documentation. Seller represents and warrants that its Work Product will be accurate, comply with applicable laws, and not infringe the intellectual property or other rights of others. Seller further warrants that upon payment of all Compensation due hereunder, Buyer shall own all right, title and interest in and to all Work Product, free and clear of all liens and encumbrances of any kind. To the extent that any Work Product prepared by the Seller is found to not be instruments of services, Seller hereby assigns all right, title and interest in and to such Work Product to Buyer, to the maximum extent allowed by applicable law. Upon request, Seller will promptly execute all documents and take all other action necessary to perfect Buyer's rights in the Work Product. Seller agrees to promptly deliver copies of all Work Product to Buyer, Buyer's client, or others associated with the Project, upon Buyer's request, without additional Compensation. Seller's obligations under this Section 8 shall survive the expiration or termination of this Purchase Order for any reason.

9. Change Orders. Buyer may, from time to time, initiate changes by issuing to Seller written notices (each, a "**Change Order**") that alter, add to, or deduct from the Services or Deliverables, but that are

otherwise subject to the terms of this Purchase Order. Seller will promptly comply with the terms of any Change Order. Seller must notify Buyer if any Change Order will require an adjustment in Compensation, prior to initiating the change. Buyer shall have no obligation to adjust Compensation if Seller fails to notify Buyer of an prior to initiating the Change Order. All changes must be approved by Buyer, in writing, prior to implementation. Any changes or deviations not approved in writing by Buyer will be corrected at no additional cost to Buyer and within the same schedule as noted in this Purchase Order.

10. Termination; Effect. Buyer may terminate this Purchase Order, in whole or in part, for any reason, with or without cause, upon thirty (30) days' written notice to Seller. Buyer may terminate this Purchase Order for cause, upon written notice to the Seller either before or after acceptance of Deliverables or Services, upon: (a) Seller's breach of a material term or condition of the Purchase Order; (b) Seller's actual or threatened breach of Section 13 of this Purchase Order; (c) Seller's breach of any representation or warranty contained herein; or (d) Seller becoming insolvent, or commencing or having commenced against it, bankruptcy proceedings, receivership, reorganization or making an assignment for the benefit of creditors. In the event Buyer terminates the Purchase Order for any reason, Seller's sole and exclusive remedy is payment for the Services received and accepted by Buyer prior to the effective date of termination. In no event will Buyer be liable for any special, indirect, punitive, or consequential damages, including without limitation, lost profits or revenue, even if the Buyer has been advised that such damages are possible.

11. Warranties. Seller represents and warrants that all Services furnished under this Purchase Order will be performed: (a) by qualified personnel; (b) in a professional and workmanlike manner; (c) in strict accordance with the terms of this Purchase Order; and (d) in accordance with all applicable laws and standards generally observed in the Seller's industry or profession. The foregoing warranties shall survive acceptance and payment. These warranties are cumulative and in addition to any other warranty provided by law, equity or otherwise. Any applicable statute of limitations shall begin to run from the date of Buyer's discovery of the noncompliance. If Buyer gives Seller notice of noncompliance, Seller shall, at its own cost and expense, promptly reperform the nonconforming Services.

12. Indemnification. To the fullest extent permitted by law, Seller agrees to protect, release, indemnify, defend, and hold the Buyer, its officers, directors, employees, and/or shareholders, harmless from and against any and all damages (whether ordinary, direct, indirect, incidental, special, consequential, or exemplary), judgments, liabilities, fines, penalties, losses, claims, actions, demands, lawsuits, costs, and expenses including, without limitation, reasonable attorneys' fees (collectively "**Claims**"), which arise out of or relate to the acts or omissions of Seller, its employee(s) or agent(s) and constitute: (a) a material breach of this Purchase Order; (b) a breach of any representation or warranty contained herein; (c) a breach of Section 13; or (d) negligence, willful misconduct, or fraud. Seller's obligations under this Section 12 shall survive the expiration or termination of this Purchase Order for any reason.



13. Confidential Information. Seller may require and be given access to certain Confidential Information of the Buyer or its client to fulfill some or all of its obligations under the Purchase Order. “**Confidential Information**” shall mean all information of Buyer not generally available to the public which is provided to the Seller by Buyer or which Seller has access to or discovers in the performance of this Purchase Order, including without limitation, all information relating to Buyer’s products, business and operations, including business plans, financial records, customers, suppliers, vendors, products, costs, sources, strategies, inventions, procedures, forecasts, sales materials and data, technical advice or knowledge, contractual agreements, pricing, product specifications, trade secrets, procedures, distribution methods, inventories, marketing strategies, algorithms, specifications, samples, patterns, plans, drawings, documents, data designs, work sheets, blueprints, manufacturing processes, computer programs and systems and know-how or other intellectual property of Buyer, its affiliate(s) and client(s), that may be at any time furnished, communicated or delivered by Buyer to Seller, whether in oral, tangible, electronic or other form. Seller shall protect Buyer’s Confidential Information by using the same degree of care that it uses to protect its own information of a like nature, but no less than a reasonable degree of care. Seller shall only use Confidential Information to perform the Services and shall only disclose Confidential Information to its employees who need to know such information for Seller to perform the Services. All Confidential Information shall remain the property of the Buyer and shall be returned upon Buyer’s request. Confidential Information shall not include any information that: (a) was rightfully known to Seller prior to disclosure by Buyer; (b) is rightfully obtained by Seller from a third party; (c) is made available by the Buyer to the public without restrictions; (d) is disclosed with prior written permission of the Buyer; or (e) is independently developed or learned by the Seller. Seller’s obligations under this Section 13 shall survive the expiration or termination of this Purchase Order for any reason.

14. Insurance. Seller shall obtain and maintain, at its sole cost and expense, the insurance coverage and limits required of Buyer under the Contract Documents, if any. If the Contract Documents do not require specific coverage and limits, Seller shall obtain and maintain the following insurance: (a) commercial general liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (b) statutory workers’ compensation insurance; (c) professional liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (d) if Seller’s obligations under the Purchase Order involve the use of motor vehicles, commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence for bodily injury, death, and property damage, including owned and non-owned and hired automobile coverages. Seller shall provide Buyer with certificates of insurance evidencing the above coverage upon request.

15. Compliance with Law. Seller and all persons acting for or on its behalf (“**Representatives**”) shall comply at its own expense with all applicable laws, ordinances, rules, regulations and codes applicable to the performance of the Services. Seller will identify and procure, at its own expense, all required permits, certificates, licenses, insurance, approvals, and inspections applicable to the performance

of the Services. Seller will indemnify Buyer (pursuant to Section 12) for any and all Claims against Buyer that arise from Seller’s breach of this Section 15.

16. Taxes. The Compensation includes and Seller shall be solely responsible for and pay, all federal, state, and local taxes, including, but not limited to, value added tax, goods and services tax, sales, use or consumption tax. Seller will indemnify Buyer (pursuant to Section 12) for any and all Claims against Buyer that arise from Seller’s breach of this Section 16.

17. Force Majeure. Neither party shall be liable to the other for any delay or failure in performing its obligations under the Purchase Order to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party’s fault or negligence, and which by its nature could not have been foreseen by such party (“**Force Majeure Event**”). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, pandemic, epidemic, war, invasion, terrorist acts, riots, strike, or embargoes. Seller’s economic hardship or changes in market conditions are not considered Force Majeure Events. Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under the Purchase Order. If a Force Majeure Event prevents Seller from performance for a continuous period of more than fifteen (15) business days, Buyer may terminate this Purchase Order immediately by giving written notice to Seller.

18. Waiver and Release of Liens. To the extent of Buyer’s payment of amounts that become due and payable to Seller under this Purchase Order, Seller waives, releases and relinquishes all liens, claims and security interests, statutory or otherwise, that Seller has or may have in the Work Product or Deliverables or as a result of Services performed under the Purchase Order (collectively “**Liens**”). Seller, at its sole cost and expense, will promptly execute and file all documents and take all other action necessary to cancel or remove such Liens of record, to the extent waived or released pursuant to this Section 18.

19. Relationship of the Parties. The Seller is an independent contractor of Buyer. Nothing contained herein shall be construed as creating any agency, partnership, employment or other relationship between the Parties except an independent contractor relationship. Neither party shall have authority to bind the other party in any manner whatsoever.

20. Governing Law and Venue. This Purchase Order will be interpreted and construed in accordance with the laws of the State of New York, without regard to its principles of conflicts of laws. The state or federal courts located in Sullivan County, New York shall have exclusive jurisdiction over any action or proceeding to construe or enforce any term of this Purchase Order or based on any right(s) arising out of, related to, or concerning the Purchase Order, and each party irrevocably submits to the personal jurisdiction of such courts.

21. Notices. All notices, consents, claims, demands, waivers and communications hereunder (each, a “**Notice**”) shall be in writing and



addressed to the Parties at the addresses set forth on the Face Page of this Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (return receipt requested, postage prepaid). A Notice is effective only upon receipt of the receiving party, and if the party giving the Notice has complied with the requirements of this Section 21.

22. Conflicting Terms. In the event of a conflict: (a) the Contract Documents, if any, shall govern over any conflicting term in this Purchase Order; (b) the terms appearing on the Face Page of this Purchase Order shall govern over the Standard Terms and Conditions; and (c) a Change Order or express written modification or amendment, shall govern over any conflicting term of the Purchase Order. The Purchase Order may not be contradicted, supplemented or explained by evidence of course of performance, course of dealing, or usage of trade.

23. Construction. Unless the context otherwise requires: (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the term “hereof,” “herein,” “hereby” and similar or derivative words refer to this entire Agreement; (iv) the term “Section” refers to the specified Section of this Agreement; (v) the words “and” and “or” will be deemed to mean “and/or”; and (vi) the term “including” and similar or derivative words will be deemed to be followed by the words “without limitation.” References to a number of days means calendar days unless otherwise expressly specified. Headings are for reference purposes only and will not be deemed a part of this Purchase Order.

24. Survival. Provisions of this Purchase Order which by their nature should apply beyond any termination of this Purchase Order will remain in effect for the period expressed within the specific Section.

25. Severability. If any term or provision of this Purchase Order is found invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term of this Purchase Order or invalidate or render unenforceable such term in any other jurisdiction.

26. Entire Agreement; Modification. This Purchase Order constitutes the sole and entire agreement of the Parties with respect to the matters contained herein and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, warranties and communications between the Parties, both written and oral, with respect to the subject matter of the Purchase Order. No modification, alteration or amendment of the Purchase Order shall be binding unless agreed to in a writing signed by both Parties that expressly references modification or amendment of the Purchase Order.

27. Assignment. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Purchase Order without Buyer’s prior written consent. Any purported assignment or delegation in violation of this Section 27 shall be null and void. No assignment shall relieve the Seller of any of its obligations hereunder.

28. Waiver. No waiver by any party of any of the provisions of the Purchase Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Purchase Order by Buyer shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or privilege hereunder preclude any other exercise of any additional right, remedy, or privilege.

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