

1. SERVICES AND/OR MATERIALS AND GOODS

Subcontractor shall, at its sole cost and expense, perform for UPI all of the following services and/or provide certain materials and goods as specifically set forth in the attached Purchase Order (all such services and/or materials and goods referred to herein as "Work")

2. PRICE AND PAYMENT

2.1 Subcontractor shall invoice UPI for actual Work performed within thirty (30) days of performing the Work, and UPI shall pay Subcontractor any undisputed portions of the Work performed and delivered to UPI's satisfaction within sixty (60) days of receipt of the invoice. Subcontractor's invoice shall include (a) the Purchase Order number, (b) detailed description of Work performed during the period covered by the invoice, including but not limited to, timesheets, receipts, and progress reports. In the event Subcontractor fails to invoice UPI for amounts due within ninety (90) days of performing the Work, Subcontractor shall waive its right to collect payment from UPI for any such amount not invoiced.

2.2 All prices quoted by Subcontractor shall be quoted in Dollars, and shall be inclusive of all taxes, duties, levies or assessments of whatever nature. Prices shall be as last quoted in writing by Subcontractor to UPI and shall not change without written agreement by UPI issued prior to the delivery. UPI may cancel any Purchase Order without any resulting liability after receiving a price change notice. Charges for packing, packaging, freight/shipping, and handling, if applicable, will not be allowed or paid by UPI unless expressly included in Subcontractor's price prior to UPI's acceptance.

3. TIME

TIME IS OF THE ESSENCE of with respect to the performance by Subcontractor of its obligations hereunder.

4. CHANGES IN WORK

4.1 UPI shall have the right to make any changes, including deletions, additions, or modifications to the Work (each a "UPI Change Notice"). If Subcontractor believes the UPI Change Notice has no impact on price or schedule, UPI will issue a Change Order corresponding to the requested change. In the event that Subcontractor believes the UPI Change Notice will impact the price or schedule of the Work, then Subcontractor shall promptly provide all necessary documentation to substantiate the price or schedule impact within three (3) days of the UPI Change Notice. If UPI agrees with the effect on the price or schedule of the Work, it will issue a Change Order modifying the Purchase Order value or update the Schedule. Subcontractor will implement the Change Order without delay. "Change Order" means a written document executed by UPI which specifies changes in, additions or modifications to, or deletions from the Work.

4.2 In the event that UPI and Subcontractor do not agree on the effect a UPI Change Notice will have on the price or schedule of the Work, then the following procedure will apply (a) The Subcontractor shall implement any UPI Change Notice without delay and continue to perform the Work; (b) UPI will compensate Subcontractor for the value that UPI deems appropriate; (c) UPI and Subcontractor will raise the issue to the senior level management of each party to attempt to resolve the dispute

5. INSPECTION OF SITE & RESPONSIBILITY FOR SPECIFICATIONS

Subcontractor represents that it has examined the scope of Work to be performed, together with all specifications, relevant drawings, plans and surveys (including those not provided by Subcontractor but available in the records of public agencies), the site(s) where the Work is to be performed, and the surrounding environment. Subcontractor represents that it understands all conditions relevant to the Work, and in no event shall Subcontractor be entitled to rely on the accuracy, fitness and completeness of any drawings, information or data provided to Subcontractor by UPI.

6. WARRANTY

Subcontractor warrants and guarantees that all Work covered by this Purchase Order will be of merchantable quality, fit for the purpose for which they are intended, comply with all UPI requirements, specifications and drawings, comply with all applicable laws, codes, standards and regulations, and free from all defects and deficiencies (whether latent or otherwise). If, during the performance of the Work and within twenty-four (24) months from UPI's acceptance of the Work ("Warranty Period"), or in the event of latent defects or non-conformities, within the time periods established by applicable law the Work or any portions thereof do not comply with the standards set forth in this Agreement, Subcontractor shall, at its sole cost and expense, perform, on an expedited basis and in a manner satisfactory to UPI, such corrective services (whether by repair, replacement, re-performance, or otherwise, at UPI's option) as may be necessary to remedy the Work and any portions of UPI's work or the work of others affected thereby. Subcontractor shall defend, indemnify and hold UPI harmless from all costs, expenses, damages (whether direct, indirect or consequential), liabilities and claims arising directly or indirectly from Subcontractor's defective Work. Any Work that is remedied during the Warranty Period shall be re-warranted on the basis of the same warranty set forth in this article, and the Warranty Period shall be extended until the later of the (a) the end of the applicable Warranty Period or (b) twelve (12) months from completion of such remedy. The warranty obligations and remedies set forth in this Article 6.0 are not exclusive, and UPI reserves all other rights and remedies available under this Purchase, at law or in equity.

7. RESPONSIBILITY FOR SAFETY

Subcontractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of the Work, whether or not on the property owned by UPI and/or its client. Subcontractor shall provide a safe place to work for its employees and sub-subcontractor employees, if any. Subcontractor realizes that the Work may involve scopes at locations and facilities which require careful attention to the manner in which the Work is being performed. Subcontractor shall obtain all information necessary for the Subcontractor to perform all Work without UPI's supervision. Subcontractor shall maintain physical control of all Subcontractor employees or agents, as well as any sub-subcontractors utilized by Subcontractor visiting the site of the Work and shall prevent such persons from causing any dangerous condition. UPI shall bear no responsibility, whether supervisory or otherwise, for the safety of Subcontractor's Work.

8. INDEMNIFICATION

- 8.1 For the purposes of this indemnity section, "UPI Group" means UPI, UPI's client(s), its and their affiliates, owners, shareholders, directors, officers, employees, agents, and representatives. "Person" means an individual, partnership, joint venture, corporation, limited liability company, trust, association, or any other entity.
- 8.2 Subcontractor shall RELEASE, PROTECT, DEFEND, INDEMNIFY, and HOLD HARMLESS UPI Group from and against any and all costs, expenses, damages (whether direct, indirect or consequential), liabilities and claims for: (a) bodily injury, illness, or death of any Person; (b) damage, loss, or loss of use of the property of any Person; (c) pollution, environmental damage, or loss of natural resources; (d) infringement of any intellectual property right including any patent, trademark, copyright or trade secret; or (e) breach of contract arising actually or allegedly from (i) the performance or subject matter of this Purchase Order; (ii) the ingress, egress, loading, or unloading of cargo or personnel in any way relating to or connected with the goods and/or services; or (iii) the presence of Subcontractor personnel, in connection with this Purchase Order on any premises (whether land, building, vehicle, platform, aircraft, vessel, or otherwise) owned, operated, chartered, leased, used, controlled, or hired by UPI or UPI Group, regardless of the cause thereof and expressly including breach of warranty, strict liability, premises liability, and UPI Group's own negligence (whether joint or concurrent active, or passive, or ordinary or gross) but excluding claims that are finally adjudicated by a court of competent jurisdiction to have been caused by the sole negligence or willful misconduct of UPI.
- 8.3 In no event shall any member of UPI Group be liable to Subcontractor for loss of profit, loss of revenue, loss of contracts, business interruption, or loss of use of assets, or for consequential, indirect, punitive, or exemplary damages, arising out of the performance or non-performance of this Purchase Order, regardless of whether liability is based on breach of contract, breach of warranty, tort (including sole or concurrent negligence), strict liability, statute, or other basis of legal liability.

9. INSURANCE

At all times during the performance of this Purchase Order, Subcontractor shall carry and maintain insurance in the types and amounts not less than those specified and shall provide waivers of subrogation in favor of UPI Group on such policies, and Subcontractor shall name UPI Group as additional insureds on the insurance policies carried by Subcontractor. Such policies shall be primary over any coverage maintained by UPI Group. Subcontractor will provide a certificate of insurance evidencing coverage within three (3) business days of beginning the Work.

- a) Workers Compensation Insurance covering injury to or occupational disease or death of all employees engaged in the Work in accordance with the statutory requirements of the state in which the Work is to be performed, including Employer's Liability Insurance, with limits of liability not less than \$2,000,000 USD;
- b) Automobile Liability covering owned, hired, and non-owned vehicles with a combined single limit of not less than \$2,000,000 USD;
- c) Commercial General Liability for bodily injury, death and property damage not less than \$2,000,000 USD per occurrence;
- d) Professional Liability Insurance not less than \$2,000,000 USD per occurrence. Coverage shall be maintained for a period of not less than five (5) years from the acceptance of Subcontractor's Work;
- e) Umbrella Insurance with a limit of not less than \$5,000,000 USD per occurrence. Such umbrella policy should follow; and
Any other coverages as required by UPI or applicable law.

the form of the Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance set out above, be in excess of those underlying policies without gaps in limits and provide coverage as broad as those underlying policies.

The Subcontractor shall be responsible for the full amount of all deductibles of all insurance policies required under this Article. All insurance policies required herein shall provide that the insurance shall not be cancelled or changed in any way, without the insurer giving at least ten (10) calendar days' prior written notice to UPI and shall be purchased from insurers registered in and licensed to underwrite insurance in the state where the Sublet Work is being performed.

10. CONFIDENTIALITY

Subcontractor shall keep this Purchase order and any confidential information related to it disclosed by UPI, in strict confidence and will not disclose the same to any third party without prior written consent of UPI, which consent may be refused for any or no reason. Notwithstanding the foregoing, in the event Subcontractor is required by subpoena or other legal requirement to disclose any information deemed pursuant to this Purchase order to be confidential and/or proprietary, Subcontractor shall promptly notify UPI.

11. AUDIT

Subcontractor shall keep full and detailed books and records of any and all costs charged to UEI, electronic files, correspondence and other pertinent documents ("Books and Records") as may be required under applicable law in connection with this Purchase Order. Subcontractor shall maintain all such Books and Records in accordance with generally accepted accounting principles ("GAAP") and shall retain all such Books and Records for a minimum period of five (5) years after completion, or such greater period of time as may be required under applicable law. UPI shall have the right to audit Subcontractor's Books and Records pertaining to the Sublet Work.

12. FORCE MAJEURE

"Force Majeure" means an event or cause that is unpredictable, irresistible, and beyond the reasonable control of the party claiming Force Majeure, which could not have been avoided or prevented by reasonable foresight, planning, and/or implementation. Such causes shall be limited to acts of God, war (declared or undeclared), insurrections, hostilities, strikes, or lockouts (other than strikes or lockouts by a party's personnel, which shall not be a Force Majeure event, earthquake, flood, hurricanes, cyclones, tropical storms, fire, explosion, and/or other natural physical disaster, riots, and interference or hinderance of governmental authority (including any

political subdivision thereof). If either party is rendered unable, in whole or in part, by reason of Force Majeure to carry out any of its obligations hereunder, the party claiming Force Majeure shall give the other party prompt notice of the same with reasonably complete particulars (including an estimate of the duration, if practical) and the obligations of the parties affected by the Force Majeure event. The party claiming Force Majeure shall use reasonable diligence to remedy the Force Majeure event as quickly as possible.

13. TERMINATION

UPI shall have the right to terminate this Purchase Order at any time by giving written notice to Subcontractor. In the event the Purchase Order is suspended or terminated by UPI for convenience, Subcontractor will be paid for the Work satisfactorily completed and accepted by UPI and for the acceptable costs incurred for the partially performing and closing out the Work not completed but shall not be paid for the loss of profit or contribution to overhead of Work not performed by Subcontractor. In the event the Subcontractor is terminated due to a deficiency in the Work or the promptness in which it is being performed or due to a breach by Subcontractor of any of its obligations hereunder, UPI may, at Subcontractor's cost and expense, supplement the work of Subcontractor or take over the performance of the Work temporarily or completely, with UPI's own forces or by contract with others. Notwithstanding anything contained herein to the contrary, the rights and remedies of UPI provided for in this Purchase Order are in addition to any other rights and remedies that may be available at law or equity.

14. INTELLECTUAL PROPERTY

- 14.1 Subcontractor agrees that all right, title, and interest in and to any copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries, ideas and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by Subcontractor, solely or in collaboration with others, during the Work and arising out of, or in connection with, performing the Work under this Purchase Order, and any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing (collectively, "Work Product"), are the sole property of UPI.
- 14.2 Subcontractor agrees to reasonably assist UPI, or its designee in every proper way to secure the UPI's rights in Work Product in any and all countries, including the disclosure to UPI of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments that UPI may deem necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights, and in order to deliver, assign and convey to UPI, its successors, assigns and nominees the sole and exclusive right, title, and interest in and to all Work Product and testifying in a suit or other proceeding relating to such Work Product. Subcontractor further agrees that Subcontractor's obligations under this Article shall continue for a period of one (1) year after the termination of the relevant Purchase Order.

15. GOVERNING LAW

THE VALIDITY, INTERPRETATION, AND CONSTRUCTION OF THESE TERMS AND CONDITIONS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF TEXAS EXCLUSIVE OF ANY PRINCIPLES OF CONFLICTS OF LAWS WHICH WOULD DIRECT THAT THE LAWS OF ANOTHER JURISDICTION APPLY. EACH PARTY SUBMITS TO PERSONAL JURISDICTION EXCLUSIVELY IN HARRIS COUNTY, TEXAS AND WAIVES ALL OBJECTIONS TO VENUE IN HARRIS COUNTY, TEXAS.