



14900 Conference Center Dr.
Suite 100
Chantilly, VA 20151
Phone: 703.657.6100
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www.4points.com

Four Points Technology, LLC ("Four Points") -- General Terms and Conditions

These terms and conditions are incorporated into and a part of the Purchase Order.

DEFINITIONS –

Customer = Four Points

Supplier = The legal entity selling the product and/or service to Customer.

End User = The legal entity that Customer is reselling the product and/or service to.

1. **SHIPPED COMPLETE** – Customer will not accept any partial shipments or incomplete shipments unless otherwise agreed to by Customer in writing prior to shipping.
2. **INVOICING & PAYMENT** – Supplier is required to submit all invoices electronically. Customer is entitled to reject and destroy all invoices submitted by any other means. Supplier must furnish to the Customer confirmation of shipment and tracking information from relevant carrier for any order that contains tangible items before an invoice can be processed for that order. Any invoice submitted prior to the start date of a period of performance for a service will be rejected for all orders that contain such items. Supplier is entitled to receive payment from Customer in accordance with the terms specified on the Purchase Order and after Customer's receipt of a proper, undisputed invoice from Supplier and acceptance of delivered items or services by End User. Customer may make any adjustments in Supplier's invoices due to shortages, late delivery, rejections, or other failure to comply with the requirements of this Purchase Order before payment. Cash Discounts will be taken from the date of acceptance of delivered items, or the date of acceptable invoice, whichever is later. Payment shall not constitute final acceptance. Customer may off set against any payment hereunder any amount owed to Customer by Supplier. Supplier agrees to submit accurate bills and will follow Customer's invoice instructions.
3. **TERMINATION FOR CONVENIENCE** – Customer may terminate this Purchase Order, in whole or in part, at any time upon notice to the Supplier. Termination charges, if any, shall be subject to negotiation between the parties, but in no event shall they exceed either: (a) the purchase price under this Purchase Order, or (b) Supplier's actual costs, determined in accordance with generally accepted accounting principles, as of the date the termination notice is received by Supplier. Nothing in this paragraph shall be construed to affect the Customer's rights against the Supplier in the event of a termination due to breach of this Purchase Order.
4. **TERMINATION FOR DEFAULT** - Time is of the essence. If Supplier is in breach or default of any terms, conditions or covenants of this Purchase Order and the breach or default continues for five (5) business days after Customer has notified Supplier of such failure, then, in addition to all other rights and remedies of law or equity, Customer may cancel this Purchase Order in whole or in part without any obligation or liability on the part of Customer whatsoever except as to payment for material and services already received and accepted by Customer.
5. **TITLE, RISK OF LOSS** - Title and risk of loss and damage shall pass from the Supplier to the Customer upon delivery and acceptance of conforming product by Customer or Customer's representative at the designated destination.
6. **INDEMNITY** - Supplier shall indemnify Customer, its agents, employees and officers against all claims, losses, actions, damages, expenses and all other liabilities, including costs and attorney's fees, arising out of or resulting from use of Supplier's material purchased hereunder, or from any act or omission by Supplier, its agents or subcontractors, attributable to bodily injury or death of any person or damage to or destruction of any property, whether belonging to Customer or to another, excepting only damages to the extent caused solely (except where prohibited by local law) by Customer's negligence.
7. **PATENT, TRADEMARK, COPYRIGHT OR TRADE SECRET INDEMNIFICATION** - Supplier shall indemnify Customer for any loss, damage, expense, or liability including costs and attorney's fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright or trade secret relating to any item furnished pursuant to this Purchase Order.



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8. **DISPUTES AND GOVERNING LAW-**

8.1 End User is a Party

In the case of any dispute involving End User, Customer, and/or Supplier, which is not disposed of by written agreement and that involves any matter related to or arising from Supplier's performance hereunder, Supplier agrees to be bound to Customer to the same extent that Customer is bound to the End User, by the terms of Customer's contract with End User or any associated Flow-down terms.

With respect to any Supplier claim against End User, Supplier agrees to prepare and timely present its claim to Customer for submission to End User. Claim processing shall be at Supplier's sole expense, in compliance with the Contract Disputes Act of 1978, Customer's contract with End User, or any other Flow-down term. Customer will cooperate with Supplier in submitting such claim to End User and will pay to Supplier any amounts recovered on Supplier's claim less any expenses incurred by Customer including but not limited to, attorney, consultant, and expert witness fees and expenses and Customer's standard mark-up. However, Customer shall not have any obligation to sponsor, submit, or prosecute a claim by Supplier that Customer does not in good faith believe meets all applicable requirements pertaining to the submission of claims to End User. Supplier agrees that the remedy set forth in this paragraph shall be Supplier's sole and exclusive remedy in lieu of any other claim against Customer or any surety thereof.

8.2 End User is not a Party

In the event of a dispute or claim between Customer and Supplier, such that End User has no interest, the Parties agree to engage in amicable negotiations in good faith for a period of 30 days. If the Parties fail to produce a mutually agreeable, written settlement agreement through amicable negotiation, then within the next 30 days, the Parties agree to voluntarily participate in facilitative mediation, using a mutually agreeable facilitator having experience in areas covered by the Scope of Work, if applicable. If the Parties are unable to agree on a facilitative mediator, each Party will name a mediator who may attend mediation as counsel on their behalf, and the two named mediators will pick a third mediator, who will act as the facilitator. Each party agrees to send at least one representative, authorized to settle the dispute, for a minimum of one (1) full day of facilitative mediation. The site of mediation shall be a neutral site as agreed by the Parties. Each Party will bear its own costs and expenses associated with such alternative dispute resolution. If facilitative mediation fails, this Purchase Order shall be governed by and construed in accordance with U.S. Federal law and the law of the Commonwealth of Virginia, as applicable without giving effect to its conflict of law rules. The State and Federal Courts in the Commonwealth of Virginia shall be the exclusive fora for disputes. Any and all claims, controversies or disputes arising out of or in connection with this Purchase Order or otherwise shall be resolved in accordance with this Section and each Party shall pay its own costs and expenses, including legal fees. Notwithstanding any other term, until such time as any dispute is resolved, Supplier shall not suspend its performance hereunder.

9. **RECORDS AND AUDITS** - Supplier shall maintain complete and accurate records, which relate to Customer's compensation payable to Supplier for material or services furnished hereunder, in accordance with generally accepted commercial accounting principles for a period of not less than four (4) years from the date of the Purchase Order. Customer and or End User shall have access to such records for the purpose of audit during the respective period Supplier is required to maintain such records.
10. **CHANGES** - The Customer may at any time, by written order, without notice of any surety, make changes or additions within the general scope of the Purchase Order, to drawings, designs, specifications, instructions, method of shipment or packing, or place of inspection, delivery, or acceptance. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of this Purchase Order, Supplier shall notify the



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Customer in writing immediately and an appropriate equitable adjustment will be made in the price, the delivery schedule, or both by written modification of this Purchase Order. Any claim by Supplier for such adjustment must be asserted within 15 days, or such other period as may be agreed on in writing by the parties, after Supplier's receipt of notice or knowledge of the change. Nothing herein shall excuse Supplier from proceeding with the Purchase Order as changed within the general scope of this Purchase Order. Supplier shall not act upon direction from End User that is inconsistent with the terms and requirements in this Purchase Order. Furthermore, Supplier acknowledges that any such action is unauthorized, a material breach of the terms of this Purchase Order, and may result in Supplier not receiving consideration, monetary or other, from Customer related to the action.

11. **FEDERAL, STATE AND LOCAL TAXES** - Except as otherwise provided herein, the Purchase Order price includes all applicable federal, state, and local taxes.
12. **PRIORITY RATING** - If this is a rated Purchase Order certified for national defense use, as shown elsewhere in this Purchase Order, the Supplier is required to follow all the provisions of the Defense Priorities and Allocations System (DPAS), Industrial Mobilization Regulations (15 CFR 350).
13. **ADDITIONAL TERMS AND CONDITIONS AND ORDER OF PRECEDENCE** – In addition to the terms and conditions contained herein, this Purchase Order shall also be subject to all applicable terms and conditions, specifications, and other requirements in Customer's contract with End User, a redacted copy of which has been provided with the Purchase Order or will be provided upon request by Supplier. In the event of a conflict between these terms and conditions and the terms and conditions, specifications, and other requirements in Customer's contract with End User, the latter shall prevail.
14. **FAR FLOWDOWN CLAUSES** (*Substitute "Supplier" for "Contractor" and "Offeror" throughout these clauses*):
 - (a) 52.222-26 EQUAL OPPORTUNITY (APR 1984)
 - (b) 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1984)
 - (c) 52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)
 - (d) 52.247-64 Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241)
 - (e) 52.249-02 Termination for Convenience of the Government (Fixed-Price) (9/96)
 - (f) 52.249-05 Termination for Convenience of the Government (Services) (Short Form) (APR 1984)
 - (g) 52.249-08 Default Fixed-price supply and service (APR 1984).
 - (h) 52.249-10 Default Fixed-price construction (APR 1984).
 - (i) 452.237-75 Restriction Against Disclosure (AGAR 452.237-75)(FEB 1988)
 - (j) 52.211-15 Defense Priority and Allocation Requirements, in contracts that are rated orders (SEP 1990)
 - (k) 52.222-54 Employment Eligibility Verification
 - (l) 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010)
 - (m) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91)
 - (n) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 89(a)(1)(A) of Pub. L. 115-232).
 - (o) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)