



UNISHKA

Business-to-Business Terms & Conditions



These Business-to-Business General Terms and Conditions (“**Terms and Conditions**”) are applicable to all Business-to-Business Agreements entered into between UNISHKA Research Service, Inc. (“**UNISHKA**”) and the party contracting with UNISHKA on through a Business-to-Business Agreement (“**Company**”). The “Business-to-Business Agreement” and these Terms and Conditions shall be collectively referred to as the “**Agreement**.”

1. **Services.** Company agrees to perform work (“**Services**”) in accordance with the applicable Business-to-Business Agreement and these Terms and Conditions.

2. **Price.** UNISHKA’s order shall be filled at the price specified on the Business-to-Business Agreement. All amounts referred to in the Business-to-Business are in United States Dollars, unless otherwise agreed to in writing by UNISHKA and Company. The price on the Business-to-Business Agreement shall include all costs, taxes, fees, and charges unless specifically noted in the Business-to-Business Agreement. No additional charges shall apply unless agreed to in writing by the parties.

3. **Payments.**

- a. As full consideration for performance of the Services and the assignment of rights or other transfers as provided in the Agreement, UNISHKA shall pay Company the amount specified in the Business-to-Business Agreement.
- b. Each invoice submitted by Company must be provided to UNISHKA within ninety (90) days of the delivery of completion of the Services. All undisputed amounts payable shall be made within thirty (30) days after receipt and acceptance by UNISHKA of a correct invoice. Payment is considered made when UNISHKA’s check is mailed or electronic transfer is initiated. UNISHKA shall not be liable for any unbilled or under-billed amounts payable for Services which are invoiced more than twelve (12) months after such Services are performed. Unless otherwise agreed to by Company and UNISHKA, no advance payment shall be made for the Services.
- c. With each invoice, Company shall include a cover page, or other appropriate written report, setting forth a description of the Services provided in in sufficient detail to permit UNISHKA to determine the accuracy of the invoice. Applicable taxes and other charges shall be stated separately on Company’s invoice. Company shall invoice UNISHKA only for Services actually performed.
- d. UNISHKA reserves the right to reject and return all incorrect invoices. An incorrect invoice is one that includes charges for Services not performed for UNISHKA, Services not performed to specification, or where the price stated on the invoice differs from the price agreed reflected in the Business-to-Business Agreement. UNISHKA reserves the right to withhold payment of any invoiced amount which is disputed in good faith by UNISHKA. In such event, UNISHKA shall provide a reasonably detailed explanation of its basis for withholding such amounts, and the parties shall use commercially reasonable efforts to resolve such dispute. Any

withholding of disputed amounts will not be deemed a breach of the Agreement by UNISHKA.

- e. For at least three (3) years after the Services are performed, Company shall keep all usual and proper records and books of account relating to its performance under the Agreement and the amounts billed. UNISHKA has the right to audit Company's records related to performance under the Agreement, at UNISHKA's expense, at any reasonable time, and upon reasonable notice, to determine if UNISHKA was billed appropriately. In the event such audit or audits reveal overpayment by UNISHKA in any amount whatsoever, Company shall pay UNISHKA the amount of any such overpayment within fifteen (15) calendar days of notice from UNISHKA. If such audit reveals an overpayment in excess of ten percent (10%) of the amount that should have been billed to UNISHKA, Company shall also reimburse UNISHKA's audit expenses, including any outside expert fees, legal fees, and accounting fees, within fifteen (15) calendar days of notice from UNISHKA.

4. Performance.

In the event of Company's failure to perform when promised, UNISHKA may, in addition to other remedies available under the Agreement, at law, or in equity, consider the Agreement breached and terminate for cause.

5. Changes.

- a. The charges identified in the Business-to-Business Agreement are intended to be fixed for the duration of the Agreement. UNISHKA may from time to time change schedules or direct temporary suspension of scheduled work or make other changes to the Agreement (a "**Change**"). If a Change causes an increase or decrease in cost or time required for performance, an equitable adjustment shall be made in writing and the Agreement shall be modified accordingly.
- b. If any such modification or change results in an increase in the cost or time required for performance of the Business-to-Business Agreement, an equitable adjustment shall be negotiated in the price, as applicable. After agreement regarding the equitable adjustment is reached between Company and UNISHKA, Company and UNISHKA shall within twenty (20) business days sign a Change order to incorporate the price, delivery, and/or adjustment into the Agreement.

- 6. Representations and Warranties.** Company represents and warrants that (a) all Services are free of any claim of any nature by any third person and that Company will convey clear title to UNISHKA, (b) all services are performed in a manner acceptable in the industry and in accordance with generally accepted standards, (c) all Services are provided in accordance with the Business-to-Business Agreement, (d) prices for the Services provided to UNISHKA under the Business-to-Business Agreement are not less favorable than those currently extended to any other customer for the same or similar

Services in equal or lesser quantities, and (e) Company shall not act in any fashion or take any action that will render UNISHKA liable for a violation of any applicable anti-bribery legislation (including without limitation, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010). All warranties of Company herein or that are implied by law shall survive any acceptance, or payment by UNISHKA. Any attempt by Company to limit, disclaim, or restrict these warranties or any remedies of UNISHKA, by acknowledgment or otherwise, in accepting or performing this Agreement, will be null, void, and ineffective without UNISHKA's written consent.

7. **Compliance with Laws.** Company agrees, represents, and warrants that it will comply with all federal, state, and local laws and regulations with respect to the Services to be provided, including but not limited to the following:

- a. **Compliance with Legal Requirements.** Company shall (a) secure and maintain at all times any and all applicable permits, authorizations, consents, approvals, licenses, tests, and inspections required by governmental authorities as it relates to the performance of this Agreement, and (b) comply, and cause each of its employees, subcontractors, and agents to comply, with all laws, statutes, ordinances, rules, regulations, and orders of governmental authorities as are applicable to the performance of this Agreement.
- b. **Compliance with UNISHKA Requirements.** Company shall advise all personnel who perform under the Agreement of the terms of this Agreement and ensure each person's compliance with such terms. Company shall comply, and cause each of its employees, subcontractors, and agents to comply, with all provisions of the latest version of the following documents, or any successor document: (a) UNISHKA's Code of Conduct, available at www.unishka.com; (b) all other reasonable rules, regulations, procedures, and work requirements of UNISHKA that are brought to Company's attention; and (c) the reasonable directions and instructions given by UNISHKA, in each case as may be modified by UNISHKA from time to time. Company shall cooperate with and provide all necessary assistance to UNISHKA in order to ensure compliance with this Section.
- c. **Compliance with Employment-Related Laws.** Company shall, at its own cost, comply with all employment-related legal requirements, including but not limited to wage and hour, equal employment opportunity, occupational safety and health, employment standards, workers' compensation, unemployment insurance, labor, retirement benefits, employee benefits, and leave laws. Company represents and warrants that it offers minimum essential coverage that is affordable and minimum value, in accordance with the Internal Revenue Code and regulations thereunder, to (a) all of its employees, to the extent required by law, whom Company employs in connection with Company's performance under this Agreement; and (b) to their dependent children through the end of the

month in which the child attains age 26. Company shall offer such coverage and shall also ensure that any subcontractors it uses offers such coverage to their employees and dependent children regardless of whether Company or subcontractor treats any individual as its full-time employee within the meaning of Treasury Regulations Section 54.4980H-1(a) (21). Company shall also ensure that it and any subcontractors it uses satisfy the reporting requirements under the Internal Revenue Code for each of its employees (including, without limitation, Sections 6055 and 6056).

- d. **Federal Contracting and Subcontractor Requirements.** Unless exempt and if applicable, Company and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, and national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identification, national origin, protected veteran status, or disability. If applicable, Company and any of its subcontractors shall also abide by the requirements of 41 CFR § 61-300.10 regarding veterans' employment reports and 29 CFR Part 471, Appendix A to Subpart A regarding posting a notice of employee rights.
- e. **Compliance with U.S. Foreign Corrupt Practices Act.** Company understands and shall comply with the provisions of all applicable legal requirements governing anti-corruption, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended, in performing the Agreement and any other agreement or understanding between the parties. Company warrants and represents that it and its officers, directors, stockholders, employees, and agents have not and shall not pay, offer, or promise to pay, or authorize the payment, directly or indirectly, of money or anything of value to (a) any government, official, agent, employee of any government department or agency, whether or not acting in an official capacity; (b) any political party or official thereof or any candidate for political office; (c) any person knowing that all or any portion of such money or thing of value will be given or promised, directly or indirectly, to persons described in (a) or (b), for any purposes prohibited by such applicable legal requirements, in order to obtain or retain business with, or directing business to, UNISHKA or to any person or entity.

8. Indemnification. Company agrees to defend (with counsel designated by UNISHKA), hold harmless, and indemnify UNISHKA and its directors, officers, employees, customers, and agents (the “**UNISHKA Parties**”), from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, costs, and liabilities of any kind (including but not limited to investigation costs and expenses, government fines, and reasonable attorneys’ fees incurred and/or those necessary to successfully establish the right to indemnification) (collectively, “**Claims**”), arising out of Company’s performance under the Agreement, including but not limited to (a) the failure to warn any person regarding risks associated with the Services; (b) any injury or death of any person (including employees, subcontractors, and other personnel of Company); (c) any Claim brought against UNISHKA by or on behalf of one or more of Company’s employees, subcontractors, or other personnel; (d) any Claim by a government agency or third party alleging that UNISHKA or UNISHKA Parties is a joint, controlling, or other employer of Company’s employees, subcontractors, or personnel; (e) the contamination of the environment and any associated clean-up costs; (f) any damage to, destruction of, or loss of property; (g) any claim by a regulatory agency or by Company’s employees, subcontractors, or other personnel that is attributable to or caused in whole or in part by Company’s failure to comply with federal, state, or local laws, ordinances, or regulations; (h) any payments assessed under Internal Revenue Code Section 4980H and regulations thereunder relating to Company’s employees, subcontractors, or other personnel, or any payments due as a result of Company’s or its subcontractor’s health plan failing to comply with the Patient Protection and Affordable Care Act and regulations thereunder; or (i) any other action or inaction arising out of Company’s breach of any representation, warranty, or obligation under the Agreement, or caused by the acts, omissions, negligence, or willful misconduct of Company or its officers, agents, employees, subcontractors, or other personnel; provided that, except for matters relating to subsection (h) of this section, in the case of negligence by both Company and UNISHKA or UNISHKA Parties, the foregoing indemnification shall only apply to any such claims or liability proportionately to the extent it does not result from the negligence or willful misconduct of UNISHKA or UNISHKA Parties. If any action is brought against UNISHKA or any UNISHKA Party in which indemnity is sought from Company, UNISHKA or UNISHKA Party shall (i) provide Company reasonably prompt notice of any such Claim, (ii) permit Company to answer and defend such Claim, and (iii) provide Company information and reasonable assistance at Company’s expense. Company further agrees to indemnify, hold harmless, and (at UNISHKA’s option) defend UNISHKA and UNISHKA Parties against all Claims arising out of or resulting from any actual or alleged infringement of patent, copyright, trademark or other intellectual property rights of any third party; provided, however, that this indemnity shall not apply to any such Claims arising out of compliance by Company with specifications furnished by UNISHKA.

Solely for the purpose of effectuating this indemnity, Company specifically and expressly waives any immunity that may be granted it under any workers’ compensation laws or industrial insurance act. The indemnification obligation under the Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers’ compensation acts, disability benefit acts, or other employee benefits acts. This indemnity specifically applies in the case of injuries to Company’s own employees and entitles UNISHKA to seek indemnity from Company if Company’s employees sue UNISHKA for injuries incurred while performing under the Agreement.

In no event shall Company settle any Claim under the Agreement unless such settlement completely and forever releases UNISHKA from any and all liability with respect to such Claim or unless UNISHKA provides its prior, written consent to such settlement. Without limiting the foregoing, UNISHKA shall be permitted, at its own expense, to participate in the defense of any Claim under the Agreement by counsel of its own choice.

9. Insurance. As applicable, Company will maintain Comprehensive General Liability (including Contractual Liability coverage insuring the liabilities assumed in these Terms), Automobile Liability and Employers' Liability insurance with limits as reasonably required by UNISHKA, as well as appropriate Workers' Compensation insurance as will protect Company from all claims under any applicable workers' compensation and occupational disease acts. At UNISHKA's request, Company will furnish to UNISHKA a Certificate of Insurance completed by its insurance carrier(s) certifying that the required insurance coverage is in effect, with waiver of subrogation, naming UNISHKA as an additional insured, and containing a covenant that such coverage and will not be canceled or materially changed until ten (10) days after prior written notice has been delivered to the UNISHKA. Neither the approval, disapproval, or failure to act by UNISHKA regarding any insurance supplied by Company, nor the bankruptcy, insolvency or denial of liability by any insurance company shall relieve Company of full responsibility or liability for damages and accidents as set forth herein.

10. Confidentiality.

- a. ***“Confidential Information”*** shall mean all information designated by UNISHKA or Company as confidential or otherwise disclosed under circumstances in which the receiving party knows or should reasonably know such information to be considered confidential by the disclosing party, including but not limited to all information or data concerning or related to UNISHKA's products (including but not limited to the discovery, invention, research, improvement, development, manufacture, or sale of UNISHKA's products), processes, or general business operations (including but not limited to sales, costs, profits, pricing methods, organization, and employee lists), and any information obtained through access to any UNISHKA assets or systems, which, if not otherwise described above, is of such a nature that a reasonable person would believe it to be confidential or proprietary.
- b. Each party agrees, with respect to the Confidential Information disclosed to it by the other party, as follows: (a) to use the Confidential Information only for the purposes described in the Agreement; (b) to not reproduce the Confidential Information and hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party, except as otherwise permitted herein; (c) to not create any derivative work from such Confidential Information; (d) to permit access to such Confidential Information only to such of its personnel, agents, or contractors, if any, who have a need to access such Confidential Information to perform such party's obligations hereunder and who have been advised of, and have agreed in writing to treat such information in accordance with, the terms of the Agreement; and (e) to return or destroy all Confidential Information in its possession upon termination or expiration of the Agreement. Each party shall take all reasonable precautions

necessary to safeguard the confidentiality of the other party's Confidential Information including, at a minimum, those precautions taken by a party to protect its own Confidential Information, which will in no event be less than a reasonable degree of care. Company shall notify UNISHKA promptly – and in all cases within twelve (12) hours of Company becoming aware – of any breach of the Agreement or loss or probable (in Company's reasonable discretion) unauthorized disclosure of UNISHKA's Confidential Information of which Company becomes aware and shall cooperate fully with UNISHKA to protect UNISHKA's Confidential Information and related rights.

- c. Notwithstanding the foregoing, the provisions above shall not apply to Confidential Information that (a) is publicly available or in the public domain at the time disclosed, without breach of any confidentiality obligation; (b) is or becomes publicly available or enters the public domain, without breach of any confidentiality obligation; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations; (d) is already in the recipient's possession free of any confidentiality obligations at the time of disclosure; (e) is independently developed by the recipient, without breach of any confidentiality obligation; or (f) is approved for release or disclosure by the disclosing party without restriction. Notwithstanding anything in the Agreement to the contrary, either party may disclose Confidential Information in response to an order of a court or other governmental body or if otherwise required by legal requirements to be disclosed, provided that the party making the disclosure pursuant to the order shall first have given notice to the other party and made a reasonable effort to obtain a protective order.
- d. Company agrees not to publicize or disclose the terms of the Agreement or any relationship with UNISHKA without the prior written consent of UNISHKA.
- e. The obligations of the parties under this Article 14 shall continue for twelve (12) months after the expiration or earlier termination of the Agreement. Upon any termination or expiration of the Agreement, Company shall (a) immediately discontinue any use of UNISHKA's Confidential Information; (b) delete any copies of UNISHKA's Confidential Information from its computer storage and any other of its media, including but not limited to online and off-line libraries; and (c) return to UNISHKA or, at UNISHKA's option, destroy, any of UNISHKA's Confidential Information remaining in tangible form.

11. Termination.

- a. UNISHKA may immediately terminate this Business-to-Business Agreement or any part thereof for cause if Company (a) defaults or fails to comply with any portion of the Agreement (including late performance of Services); (b) makes a general assignment for the benefit of its creditors or admits in writing its inability to meet its debts as they mature; (c) files a petition in bankruptcy or commences voluntary dissolution; In the event UNISHKA terminates the Business-to-Business Agreement for cause, UNISHKA will not be liable to Company for any amounts whatsoever,

and Company shall be liable to UNISHKA for all actual and incidental damages and expenses it incurs, including costs of cover, resulting from the default that caused the termination.

- b. Company may terminate the Agreement upon written notice to UNISHKA if UNISHKA fails to pay Company within thirty (30) days after Company notifies UNISHKA in writing that an undisputed payment is past due.
- c. Any and all rights and remedies available under the Agreement shall be cumulative and in addition to any and all other rights and remedies which each party has or may have under any other provision of the Agreement, at law, or in equity.

12. Injunctive Relief. The parties acknowledge that irreparable injury will result from the failure of either party to comply with the terms of the Agreement. In the event of any actual or threatened default or breach of any of the provisions of the Agreement, the aggrieved party will have the right to specific performance or injunctive relief, as well as any monetary damages or other appropriate relief in accordance with the terms of the Agreement.

13. Governing Law/Venue. The Agreement and all matters arising out of or relating to the Agreement shall be interpreted and enforced under the laws of the State of Washington, including its statute of limitations, without regard to its choice of law rules and principles that would result in the application of the laws of a different jurisdiction. Any action or judicial proceeding to seek injunctive relief or otherwise enforce the Agreement shall be instituted and maintained only in the First Judicial District, in the City of Juneau, State of Alaska, or the United States District Court for the District of Alaska. Company expressly consents to personal jurisdiction of the state and federal courts above and waives any right to object to the exercise of personal jurisdiction by these courts. In the event any party institutes an action or proceeding against the other party with regard to the Agreement, the prevailing party of such action shall be entitled to recover from the non-prevailing party its attorney fees and costs incurred in such action or proceeding.

14. Independent Contractor Classification. The parties do not intend to create a partnership, joint venture, or employment relationship and nothing contained in the Agreement shall be deemed or construed by the parties or by any third person or entity to create the relationship of partnership, joint venture, employment, or joint employer. Company represents and warrants that it has properly classified its personnel as employees or independent contractors in accordance with applicable legal requirements. To the extent Company utilizes employees, Company represents and warrants that it is an independent company (not a temporary personnel agency) and the sole employer of its employees with exclusive control and complete responsibility for hiring, firing, disciplining, setting pay and benefits (including the method of payment), assigning and directing work, supervising, preparing payrolls, paying wages, training, and otherwise setting the employment conditions and managing the employment relationship with respect to it and its employees whom Company employs in connection with Company's performance of the Agreement. Company represents and warrants that no other person, business, or entity, including UNISHKA, has an employment relationship with Company or Company's employees. At all times, Company shall be deemed an independent contractor with respect to Company's rights and obligations under the Agreement.

15. Software Provisions. In addition to these Terms and Conditions, if the Business-to-Business Agreement involves software, including embedded software, the following terms shall apply:

- a. License for Off-the-Shelf Software. Company hereby grants to UNISHKA, and UNISHKA hereby accepts, on the following terms and conditions, a nonexclusive and nontransferable, fully paid-up, world-wide, irrevocable, and perpetual license (unless otherwise specified in the Business-to-Business or through agreement entered into by authorized signatories of both Company and UNISHKA) to use the software for the number of users or copies of the software provided on the Business-to-Business (the “**License**”). Company and UNISHKA expressly agree that any software shrink-wrap and click-through software licensing agreements shall not apply to any software purchased under the Business-to-Business unless the UNISHKA expressly agrees in writing to such shrink-wrap or click-through software licensing agreement.
- b. Use of Software and Documentation. UNISHKA may make backup and archival copies of the software and documentation. UNISHKA, its agents, contractors, assignees, and employees shall have the right to use and operate the software within the scope of the License for UNISHKA’s business purposes.

16. Logos, Trademarks, and Copyrights. Company shall not use or display the name, trademarks, service marks, logos, trade names, taglines, copyrights, or other intellectual property of UNISHKA in its sales promotions, advertising, press releases, or any other publications or public disclosure (including releases to existing or prospective customers) without explicit written permission from UNISHKA, except as required by law.

17. Force Majeure. Neither party shall be liable or responsible to the other party, nor be deemed to have breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement, when and to the extent such failure or delay is caused by or results from the following force majeure events (each a “**Force Majeure Event**”): acts of God, flood, fire, earthquake, avalanche, explosion, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, government order or law, actions, embargoes or blockades in effect on or after the date of the Agreement, pandemics or action in response to a pandemic by any governmental authority, or national or regional emergency. A party impacted by any such Force Majeure Event shall give prompt notice thereof to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The impacted party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. If the Company is unable to provide the Services due to a Force Majeure Event, UNISHKA shall have the right, after a reasonable period of time, in its sole discretion to cancel the applicable Business-to-Business Agreement at no cost, penalty, or fee to UNISHKA.

18. Waiver. Single or partial exercise of any right, remedy, power, or privilege by a party shall not preclude any other or further exercise of the same or any other right, remedy, power, or privilege. Failure or delay on the part of a party to exercise any right, remedy, power, or privilege under the Agreement with respect to any occurrence shall not be construed as a waiver of such right, remedy, power, or privilege with respect to any other occurrence.

19. Assignments/No Subcontracting. Company may not assign (by operation of law, through a change of control, or otherwise) any of Company's rights or delegate any of Company's duties or obligations under the Agreement without UNISHKA's written permission. An assignment in violation of this provision will be null and void. The Agreement shall be binding upon Company's successors in interest and permitted assigns. Notwithstanding anything set forth to the contrary in the Agreement, except to the extent expressly permitted in a Business-to-Business, Company shall not subcontract for performance of any of its obligations under the Agreement without the prior written consent of UNISHKA. If UNISHKA agrees to allow Company to utilize subcontractors to perform its obligations under the Agreement, Company shall provide a full list of all subcontractors and Company shall remain primarily liable for such obligations and shall be responsible for the acts and omissions of any subcontractor in connection with performance thereof.

20. Successors and Assigns. The Agreement shall be binding and shall inure to the benefit of the permitted successors and assigns of each party hereto.

21. Notices. Unless otherwise specified in the applicable Business-to-Business Agreement, any notices or communications required or permitted to be given must be (a) given in writing; and (b) personally delivered or mailed, by prepaid, certified mail or overnight courier or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such Party as provided in the Business-to-Business Agreement. Any such notice or communication shall be deemed to have been given on (a) the day such notice or communication is personally delivered, (b) three (3) calendar days after such notice or communication is mailed by prepaid certified or registered mail, (c) two (2) business days after such notice or communication is sent by overnight courier, or (d) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A party, for purposes of the Agreement, may change his, her, or its address, email address, or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

22. Severability. The provisions of the Agreement are independent of and severable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that, for any reason whatsoever, any other or others of them may be invalid or unenforceable in whole or in part.

23. Survival. These Terms and Conditions (except for the covenant to maintain insurance) will survive termination of the Agreement.

24. Amendments. These Terms and Conditions may not be modified, waived, terminated, or amended except as may be agreed upon by the parties in writing, signed by an authorized representative of UNISHKA.

25. Miscellaneous. The Business-to-Business Agreement and these Terms and Conditions have been approved by the parties, contain the entire understanding between the parties with respect to the subject matter of the Agreement, and supersede all earlier agreements between the

parties with respect to such subject matter. In the event of a conflict between the Business-to-Business Agreement and these Terms and Conditions, the terms of the Business-to-Business Agreement shall control. Any pre-printed Purchase Order, invoices, or forms issued by Company shall not be binding on UNISHKA unless UNISHKA executes a Business-to-Business Agreement, invoice, or form, or subsequently ratifies the terms of the form, at UNISHKA's election. The headings in these Terms and Conditions are provided for convenience of reference only and shall in no way define, modify, or restrict the meaning or interpretation of the terms or provisions of these Terms and Conditions. The terms of the Agreement shall not be interpreted in favor of or against either party as the drafter.

26. Government contracts. If Business-to-Business bears a government contract number on its face, Company shall comply with all pertinent provisions of said government contract and pertinent executive orders and directives to the extent that they apply to the subject matter of Business-to-Business and all such pertinent contract provisions, orders and directives are hereby incorporated by reference. A copy of the government contract's pertinent terms and conditions will be given to Company on request.

27. Telecommunications. Each party must ensure that none of funds payable under any contract, grant or award will be used to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system in compliance with the National Defense Authorization Act.

Covered telecommunications equipment and services mean any of the following:

i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

iii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (2 CFR 200.216).

[END OF TERMS AND CONDITIONS]



UNISHKA