

PURCHASE ORDER TERMS AND CONDITIONS 8-33, 12-20-19

1. Seller warrants that all services and goods provided to Purchaser pursuant to this Purchase Order conform to drawings, specifications and samples, and are merchantable, of good material and workmanship, free from all defects and suitable for the use intended. Seller expressly warrants that all goods purchased hereunder are in conformity with all state and federal safety and health laws, including but not limited to the Occupational Safety and Health Act of 1970, and all standards, rules, regulations, and orders issued pursuant to such state and federal safety and health laws which are applicable to such goods and which are in effect at the time that such goods are delivered to Purchaser.
2. Seller warrants that all goods, services and labor provided pursuant to this Purchase Order have been provided in compliance with all applicable laws and regulations, and all applicable executive, judicial and administrative orders. Seller specifically warrants its compliance with the Foreign Corrupt Practices Act, the United Kingdom Bribery Act 2010. Without limiting the generality of the foregoing, Contractor and any Subcontractors shall abide by the requirements of 41 CFR §60, 41 CFR §300, 41 CFR §741, and Executive Order 11246, as amended. 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 or 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 identity, national origin, protected veteran status or disability. Contractor and any Subcontractors shall also abide by the requirements of Executive Orders 11625 and 13170 (utilization of disadvantaged business enterprises) and the Small Business Act.
3. STATE SALES/USE TAX. Whenever state law subjects all or a portion of the subject matter of this Purchase Order to any sales, use or similar tax, Seller shall comply with all applicable laws and regulations governing such taxes. In the event Seller fails to comply with such laws and regulations, Seller shall indemnify Purchaser against any liabilities including judgments, interest, penalties, cost and attorney's fees incurred directly or indirectly by Purchaser. Such indemnification shall exist for a period of 24 months beyond the applicable statute of limitations for governmental action to recover for nonpayment of taxes.
4. CASH DISCOUNT. Any cash discount period allowed by Seller will commence upon the date of the receipt of the invoice and acceptance of material or service by Purchaser. Invoices not rendered in accordance with Purchaser's instructions and this Purchase Order will be returned, and the cash discount period will be based upon the date the corrected invoice is received. Payment terms are shown on Purchase Order.
5. The Seller shall defend, at Seller's own expense, any suit against the Purchaser for infringement of patent rights, based on a claim that any materials or equipment furnished under this Purchase Order constitute an infringement, and Seller shall indemnify and save harmless the Purchaser against any such claim and any suit, judgment, damages and costs instituted or recovered against the Purchaser on account thereof and the expense of defending any such suit. If any such patent infringement be sustained, the Seller shall refund the full purchase price and shall be liable to the Purchaser for the original installation cost, the transportation charges and the cost of removal of any such infringing property.
6. Acceptance of materials and merchandise shipped hereunder is subject to inspection and approval by Purchaser within a reasonable period of time after delivery, and all such materials and merchandise rejected by the Purchaser will be returned to the Seller, who shall pay all expenses caused thereby. Expenses caused by the return to the Seller of any excess of quantities received over quantities ordered in this Purchase Order shall be paid by the Seller. Payment for goods on this order prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that Purchaser may have against Seller.
7. CARRIERS. Charges for boxing, packing or cartage will not be allowed or paid for by the Purchaser unless expressly stated on this Purchase Order. Prompt receipt of shipping documents is essential. Indicate this Purchase Order Number on all invoices and shipping documents. Purchaser will not pay or accept surcharges (i.e. fuel, energy, environmental, etc.) of any kind without written approval from an authorized Purchaser representative.
8. Seller shall acknowledge receipt of this Purchase Order and notify Purchaser immediately if this order cannot be filled as specified. Seller shall not sublet any portion of this Purchase Order without the prior written consent of the Purchaser; if such consent be given, it shall not relieve the Seller from liability hereunder. No substitutions will be accepted unless approved in writing by Purchaser, and delays in shipment must be reported immediately by Seller to Purchaser.
9. ASSIGNMENT. The Seller shall not assign this Purchase Order without first obtaining the written consent of the Purchaser. In the event such consent is given, such consent shall not relieve the Seller from full responsibility and liability for the due performance of all of the terms and conditions hereof.
10. INSURANCE AND INDEMNIFICATION. If any labor or services are to be performed or furnished upon this Purchase Order by Seller at any location or locations other than upon Seller's premises, the following provisions shall apply: (1) Workers' Compensation. Seller shall carry insurance covering state statutory requirements including Employers' Liability coverage with limits of not less than \$1,000,000 for its employees engaged in the performance of this Purchase Order, and in the state(s) in which the work is to be performed; (2) Commercial General Liability. Seller shall carry the most recently approved ISO Commercial General Liability

Insurance Policy, or its equivalent, written on an Occurrence Basis, with coverages including bodily injury, personal injury, property damage, products and completed operation, sudden and accidental pollution liability (if appropriate), and contractual liability coverages with limits not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate (on a per location and/or per job basis); (3) Automobile Liability. Seller shall carry the most recently approved ISO Business Automobile Liability Insurance policy, or its equivalent, covering owned, hired and non-owned vehicles with limits no less than \$1,000,000 each accident Bodily Injury and Property Damage combined, including Sudden and Accidental Pollution Liability, as appropriate; (4) Umbrella Liability. Seller shall carry Umbrella Liability insurance with a minimum limit of \$5,000,000 each occurrence/aggregate where applicable to be excess of the coverages and limits listed in (1) Employers liability only, (2) and (3) above. Seller shall notify purchaser if at any time their full umbrella limit is not available during the term of this purchase order or contract in effect between seller and purchaser; (5) Insurance Companies and Certificates of Insurance. Seller shall carry all the insurance herein required in insurance companies that are acceptable to the Purchaser. Prior to starting work, the Seller shall submit to the Purchaser Certificates of Insurance naming Purchaser, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees, and servants as additional insured in each of Seller's insurance policies (except for workers' compensation) which evidence, to the satisfaction of the Purchaser, compliance with each requirement herein set forth. The Commercial General Liability additional insured endorsement shall be ISO Form CG 20 10 or its equivalent. Each Certificate of Insurance shall include a provision that in the event of any material change in, or cancellation of, the insurance, the insurance company agrees to give the Purchaser thirty days prior notice addressed to the Purchaser at its principal operating office. All policies shall contain provisions that the insurance companies will have no right of recovery or subrogation against the Purchaser, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees, servants, and insurers, it being the intention of the parties that the insurance as effected shall protect all parties. All other required insurance policies shall not contain any provisions prohibiting waivers of subrogation. All required insurance policies shall provide that the policy is primary and will not contribute with any policy carried by Purchaser.

Where this Purchase Order requires Seller to render service to the Purchaser, Seller shall undertake the work as an independent contractor at Seller's sole risk and shall protect and indemnify the Purchaser and hold it harmless from any and all claims and causes of action arising out of any injury, including death, or damage to property sustained by any person as a result of the prosecution of the work to be performed by Seller or of any of the activities of Seller, Seller's employees, or any subcontractor or their employees.

11. **TERMINATION OR CANCELLATION.** Purchaser may terminate this Purchase Order immediately due to the filing by or against Seller of a proceeding under any bankruptcy or similar law. Additionally, at any time after the acceptance of this Purchase Order, the Purchaser shall have the absolute right to cancel this Purchase Order upon the payment to the Seller for all disbursements and expenses which the Seller has incurred or become obligated for prior to date of notice of cancellation, less the reasonable resale value of the article which shall be obtained or ordered to become an integral part of the article plus a sum as profit bearing the same ratio to the profit that the Seller would have received upon completing the work as the work done bears to the entire amount of work done by the Seller under this Purchase Order.

12. If this Purchase Order is not priced, Seller shall provide Purchaser with the applicable price before shipment.

13. No remedy herein provided shall be deemed exclusive of any other remedy allowed by law. To the fullest extent permitted by law Seller and Purchaser waive any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Purchase Order. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

14. **CONFLICT MINERALS.** Seller shall provide to Purchaser information on the content of products, manufactured or contracted to be manufactured by Seller for Purchaser, that utilize or contain "conflict minerals" wolframite, cassiterite, columbite-tantalite (coltan), gold and their derivative metals; tantalum, tin and tungsten. The information will be provided in a form that will allow Purchaser to verify compliance with Section 1502 of the Dodd-Frank Act (the U.S. Conflict Minerals Law) and will include evidence of the origin or sources of the conflict minerals. The information will be submitted at or prior to the time of delivery of products in the form designated by Purchaser. Seller shall obtain Purchaser's prior written consent before providing any products to Purchaser that include conflict minerals originated from the Democratic Republic of Congo or the nine adjoining conflict countries; Angola, Burundi, Central African Republic, the Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda, and Zambia. Seller shall maintain effective accounting procedures, internal controls and audit procedures necessary to record the country and place of origin of all minerals included in products provided to Purchaser, and to verify compliance with this section. Purchaser shall be permitted to audit such records as reasonably necessary to confirm Seller's compliance with this section. Seller shall indemnify and hold Purchaser harmless for all fines, penalties, expenses or other losses sustained by Purchaser as a result of Seller's breach of this provision.

15. If this Purchase Order has been issued by Purchaser under a written contract between Seller and Purchaser, or if a written contract covering the subject matter of this Purchase Order is hereafter entered into between Seller and Purchaser, this Purchase Order shall be subject to all the provisions of said contract, and in the event of any conflict between any provision of said contract and any of the terms and conditions hereof, such provision of said contract shall govern.

16. This Purchase Order and its terms, upon acceptance, shall be construed and governed by the laws of the State of Iowa. In the event of any matter or dispute arising out of or related to this Purchase Order, it is agreed between the parties that the law of the State of Iowa (including statute of limitations provisions) will govern the interpretation, validity and effect of this Purchase Order without regard to the place of execution, place of performance thereof, or any conflicts of law provisions.

17. Delivery of goods or performance of services shall constitute acceptance of this purchase order and its terms by Seller.

18. CYBERSECURITY.

I. SCOPE OF THIS SECTION

This Section applies to Seller and its Personnel and Subcontractors that provide hardware, software, or services to Purchaser that may impact the confidentiality, integrity, or availability of the Purchaser's networks, systems, software, Data, or Confidential Information for the term of the Contract.

II. CYBER SECURITY CONTROLS

a. Without limiting Seller's obligations elsewhere in this Article or the Contract, Seller shall implement baseline security safeguards and controls to protect Purchaser's networks, systems, software, Confidential Information, and Data that are no less rigorous than accepted industry practices, specifically those set forth in the latest published version of ISO/IEC 27001 Information Security Management Systems Requirements and ISO/IEC 27002 Code of Practice for International Security Management.

b. Seller agrees to notify the Purchaser of known security vulnerabilities in hardware, software, and services provided under the Contract in a timely manner.

c. Seller warrants that the hardware, software, and patches provided under the Contract will not contain malicious code. Seller agrees to provide a method to verify the integrity and authenticity of all software and patches provided by the Seller.

d. Seller shall follow all applicable Purchaser requirements for all remote access to Purchaser resources and systems. All remote access includes Seller-initiated interactive remote access and system-to-system remote access with Seller. To the extent Seller's Personnel will have interactive remote access to Purchaser's networks, systems or applications, such access must be performed on a secure connection. Seller shall utilize multi-factor authentication provided by the Purchaser. Authentication tokens and passwords may not be shared. Upon either (i) Personnel termination actions or (ii) changes in the status of Personnel which removes their need for remote access, Seller shall report such termination or change in status to the Purchaser's Service Desk at 515-242-4357. In the case of Sensitive Personnel and/or involuntary termination, notification must be immediate. In all other cases, notification must be within one business day.

III. OVERSIGHT OF COMPLIANCE

Seller shall either:

a. Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit, ISO 27001 certification or equivalent third-party audit covering the security controls relevant to hardware, software, or services provided under this contract. Audit results and Seller's plan to correct any negative findings shall be made available to the Purchaser; or

b. Allow Seller to conduct an assessment, audit, examination, or review of Seller's security controls to confirm Seller's adherence to the terms of this Section, as well as any applicable laws, regulations, and industry standards, not more than once per year or upon notification of any Security Breach or complaint regarding Seller's privacy and security practices. Purchaser may elect to obtain the services of a mutually-agreeable third party to conduct this assessment, audit, examination, or review on behalf of Purchaser. Purchaser shall give Seller no less than thirty (30) calendar days' notice of its intent to conduct such assessment, audit, examination, or review. As part of this assessment, audit, examination, or review, Purchaser may review all controls in Seller's physical and/or technical environment in relation to all Confidential Information being handled and/or hardware, software, or services being provided pursuant to this Contract. Seller shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, application software, and systems relevant to the provision of hardware, software, or services under the Contract.

IV. SECURITY BREACH PROCEDURES; EQUITABLE RELIEF

a. In the event of Security Breach of the Seller or Subcontractor affecting the Purchaser, the Purchaser's networks, systems, software, Data, or the Purchaser's Confidential Information, Seller shall:

(i) notify the Purchaser of a Security Breach as soon as practicable, but no later than 48 hours after Seller becomes aware of it by telephone at the following number: 515-242-4357; and

(ii) provide the Purchaser with the name and contact information for any Personnel who shall serve as Seller's primary security contact and shall be available to assist the Purchaser with security incident management, response, and recovery associated with the Security Breach;

b. Immediately following Seller's notification to the Purchaser of a Security Breach, the Parties shall coordinate with each other to investigate such Security Breach. Seller agrees to coordinate with Purchaser in Purchaser's handling of the matter, including:

(i) assisting with any investigation; and

(ii) making available all relevant records and other materials required to comply with applicable law, regulation, industry standards, or otherwise reasonably required by Purchaser.

c. Seller shall use best efforts to immediately remedy any Security Breach and prevent any further or recurrent Security Breach at

Seller's expense in accordance with applicable privacy laws, regulations, and standards. Seller shall reimburse Purchaser for actual reasonable costs incurred by Purchaser in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation pursuant to this section.

- d. Seller shall fully cooperate at its own expense with Purchaser in any litigation or other formal action deemed reasonably necessary by Purchaser to protect its rights relating to the use, disclosure, protection, and maintenance of its Confidential Information and Data.
- e. Seller acknowledges that any breach of Seller's obligations set forth in this Article may cause Purchaser substantial irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such a breach or threatened breach, Purchaser is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which Purchaser may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other available remedies at law or in equity, subject to any express exclusions or limitations in the Contract to the contrary.

19. PROHIBITED VENDORS AND SUBCONTRACTORS.

Contractor may not use in the provision of Work or Services to Company, directly or indirectly using subcontractors, the services, products, component pieces or sub-assemblies of any company identified by Company or by the U.S. Government and/or regulatory authorities as a security threat (collectively, the "Prohibited Vendors"), including without limitation the companies identified by Company in the additional list below and by the U.S. Department of Commerce (which are currently posted on the internet at <https://www.bis.doc.gov/index.php/documents/regulations-docs/2347-744-suppl-4-6/file> as published in 15 CFR, Subchapter C, part 744, Supplement No. 4). Contractor is responsible for being familiar with the Prohibited Vendors, including additional Prohibited Vendors that Company may identify by Notice to Contractor and that the U.S. Government may identify from time to time during the term of this Contract. If Contractor fails to abide by the requirements of this Section, Company will provide Contractor with Notice and a 30 day opportunity to cure. Continued failure to abide by this requirement will be considered a material breach of this Contract.

In addition to the entities identified in lists maintained by applicable United States regulatory authorities, the following entities are Prohibited Vendors:

- | | |
|---|-----------------------------------|
| AO Kaspersky Lab | Huawei Technologies Co. Inc. |
| Da Jiang Innovations (DJI) | Hytera Communications Corporation |
| Dahua Technology Company | ZTE Corporation |
| Hangzhou Hikvision Digital Technology Company | |

20. BANKING INFORMATION CHANGES.

Requested changes to Seller's banking information may take up to 60 days to process. Except upon approval of Purchaser's Chief Financial Officer or equivalent, Purchaser shall continue to use Seller's previous banking information. Purchaser shall not be liable for late fees or interest on any late or missed payments due to Seller's requested changes that could not be reasonably verified by Purchaser. Changes to Seller information will be confirmed by Purchaser with the following Seller staff:

Seller's Treasurer	Seller's Senior Manager	Seller's Senior Manager
_____ Name:	_____ Name:	_____ Name:
_____ Title:	_____ Title:	_____ Title:
_____ Address:	_____ Address:	_____ Address:
_____ Telephone:	_____ Telephone:	_____ Telephone:
_____ Seller's website:		