

## TERMS AND CONDITIONS OF PURCHASE ORDER

The purchase order attached hereof (the "**Purchase Order**"), together with the terms and conditions set forth herein (the Purchase Order and the terms and conditions collectively, the "**PO Agreement**") constitute the sole and entire agreement between the entity specified on the Purchase Order as seller ("**Seller**") and Premiere, Inc. or any of its direct or indirect subsidiaries (collectively, "**Buyer**").

This PO Agreement constitutes Buyer's offer to Seller and is expressly made in reliance upon Seller's assent to all terms and conditions hereof. This PO Agreement may be accepted only by Seller's execution of this PO Agreement and return of an acknowledgement to Buyer. Shipment of goods or performance of services shall not constitute acceptance hereof. No condition stated by Seller in accepting or acknowledging this PO Agreement shall be binding upon Buyer if it is in conflict with, inconsistent with, or in addition to, the terms and conditions contained herein, unless accepted by Buyer's written approval. No revision to this PO Agreement shall be valid unless in writing and signed by an authorized representative of each of Seller and Buyer.

- 1. No Authority.** This PO Agreement does not confer any authority, power or right upon Seller to enter into any commitment or contract on behalf of Buyer. Seller shall at all times be deemed to be an independent contractor of Buyer. Under no circumstances whatsoever shall Seller be considered a partner, agent or employee of Buyer.
- 2. Warranty.** Seller represents and warrants to Buyer the following:
  - a. that all goods delivered hereunder conform to all specifications set forth herein, free of deleterious elements;
  - b. that all materials constituting the goods shipped by Seller to Buyer under this PO Agreement shall conform to the names and properties as labeled on the packaging, and as disclosed and described in the Manufacturer's Safety Data Sheet on such materials sent by Seller to Buyer pursuant hereto;
  - c. that Seller is in compliance with all federal, state, and local laws and regulations governing the generation, packaging, labeling and transportation of materials constituting the goods which are the subject hereof; and
  - d. that Seller has full and free title, without encumbrances of any kind, to all materials described on the reverse side hereof and that Seller is under no legal restriction or order that may prohibit transfer of such title to the goods to Buyer.
- 3. Confidential Information.** During the course of dealings between Buyer and Seller, it may be necessary for Buyer and/or Seller to disclose certain information which the disclosing party considers to be proprietary and/or confidential, including trade secrets, know-how, technical, manufacturing, business, marketing, financial, personnel, customer and other confidential information. In consideration of the mutual promises contained herein, and as a condition to the mutual disclosure of information, Buyer and the Seller agree as follows:
- 4. "Confidential Information"** means the terms and conditions of this PO Agreement, the existence of the discussions between Seller and Buyer and all information, in whatever form, furnished by the party disclosing the Confidential Information ("**Disclosing Party**") orally or in writing and identified as confidential or proprietary at the time of disclosure including, but not limited to, information concerning the Disclosing Party's business plans, opportunities, membership materials, products, methods, procedures, customers, services, equipment or systems, source code, technical data, sales information, formulae, know-how, digital files, processes, prototypes, URLs, product lists, prices and methods of pricing, marketing techniques and plans, unannounced products, product and process information, and such other information which, if disclosed to others, might be competitively detrimental to the Disclosing Party.
  - a. Confidential Information shall not include information which (i) shall have otherwise become publicly available other than as a result of disclosure by the party receiving the Confidential Information from the Disclosing Party ("**Receiving Party**") in breach hereof, (ii) was disclosed to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, which the Receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the Disclosing Party, (iii) is developed by the Receiving Party independently of, or was known by the Receiving Party prior to, any disclosure of such information made by the Disclosing Party, (iv) is required to be disclosed by order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by subpoena, summons or any other administrative or legal process, or by applicable regulatory or professional standards, or (v) is disclosed with the prior written consent of the Disclosing Party.
  - b. During the Term of this Agreement and for a period of two (2) years thereafter, the Receiving Party shall maintain the Confidential Information of the Disclosing Party in strictest confidence, shall not disclose it to any third party, and shall use it only as necessary to perform its obligations under this Agreement. The Receiving Party shall cause each of its officers, directors, employees, and agents to restrict disclosure, duplication, reproduction or unauthorized use of such Confidential Information, and the Receiving Party shall be responsible for any wrongful disclosure or use by any of them.
- 5. Invoicing.** Invoices shall be mailed immediately after shipment of goods or rendering of service is complete to the address shown on the face of this PO Agreement and including an "attention to" line indicating the Seller's primary business contact at Buyer. Delays in receiving invoices, errors, or omissions on invoices or lack of supporting documentation required by the terms of this PO Agreement will be cause for postponing the start of the payment terms until the correct information is received. Buyer will not be responsible for charges on invoices received more than 120 days after the rendering of service is complete or shipment of the goods unless indicated otherwise in a written agreement between Buyer and Seller.
- 6. Payment.** In consideration of the performance of the completion of the obligations by Seller and acceptance by Buyer under this PO Agreement, Buyer will pay the applicable invoice amount. Payment terms are net 45 days from receipt of invoice unless indicated otherwise in a written agreement between Buyer and Seller.
- 7. Disputed Charges.** Where any item or items on an invoice are disputed, Buyer shall promptly inform Seller of the disputed matter, and Buyer may thereafter withhold payment for the item or items so disputed until such time as the dispute is resolved.
- 8. Taxes.** Buyer shall not be liable for any of Seller's employment related taxes, fees, or charges or corporate income taxes or any franchise taxes measured by capital, capital stock, net worth, property value, gross margin or gross profit.
- 9. Travel and Expenses.** In cases where Buyer may agree to pay Seller for reasonable and customary travel and expenses, all reimbursable expenses must adhere to Buyer's travel and expenditures policy. The Purchase Order component of this PO Agreement will include a line item for travel and expenses when applicable.
- 10. Intellectual Property Rights.** All right, title and interest in and to intellectual property rights of whatever nature arising out of or related to any services or the deliverables shall vest in, and be the sole and exclusive property of, Buyer, whether or not specifically recognized or perfected under applicable law. For purposes of all copyright and similar laws, it is expressly agreed upon between Buyer and Seller that the services and deliverables shall be deemed "works for hire" to be owned by Buyer. Buyer will own all Intellectual Property Rights in any copies, translations, modifications, adaptations or derivatives of any services or deliverables, including any improvements or developments thereof. For the avoidance of doubt, the parties hereby affirm that Buyer shall have the sole right to copy, distribute, amend, modify, develop, sublicense, sell, transfer and assign the services and deliverables, associated documentation, or any enhancements thereof. Intellectual Property rights are defined as the collective worldwide intellectual property rights now held or hereafter filed, issued, created or acquired by a Party arising under statutory or common law or by contract, for (i) all classes or types of patents and patent applications, (ii) all works of authorship, including all copyrights and moral rights in both published and unpublished works and all registrations and applications, (iii) all mask works and all registrations and applications, and (iv) all inventions, know-how, trade secrets, and confidential and proprietary technical and non-technical information. The term Intellectual Property Rights shall include, but is not limited to, proprietary rights in any invention, discovery, development, improvement, design, idea, suggestion, writing, computer software, sound recording, pictorial reproduction, schematic, drawing, or other graphic representation, and works of any similar nature, whether or not protectable by statute or common law.
- 11. Preexisting Works.** Buyer acknowledges Seller's ownership in all Intellectual Property Rights in all material that can be evidenced by Seller to have been created by Seller prior to the commencement of the work related to the services and production of the deliverables (the "**Pre-Existing Works**") that do not include or reference Confidential Information of Buyer, which shall remain vested in Seller. Seller shall grant to Buyer a worldwide, perpetual, fully paid up, irrevocable, non-exclusive and non-transferable license to use, copy and modify the Pre-Existing Works related to the services and/or deliverables and that are delivered to Buyer.
- 12. Indemnification.** Seller shall assume entire responsibility for and shall defend, indemnify and hold Buyer harmless against all losses, liabilities, claims, costs and expenses arising directly or indirectly out of or in connection with the performance related to this PO Agreement and arising from:
  - a. injury to any person in the employment of Seller or any Seller subcontractors, and
  - b. loss of or damage to the property of Seller, any subcontractor and any of their respective personnel whatsoever and howsoever arising, whether or not the negligence or breach of duty of Buyer or its agents has caused or contributed to such injury, loss or damage.
  - c. Seller further agrees to indemnify, defend and hold harmless Buyer from and against any and all loss, damage, liability, expense, including reasonable legal fees and expenses, and claims for damages, in each case to the extent directly and proximately arising from or by reason of any actual or alleged infringement of any United States patent, copyright or trade secret arising out of the services and/or deliverables supplied to Buyer by Seller. The provisions of this Section 11 shall survive the termination of the Agreement for whatever reason.
- 13. Limited Liability.** With the exception of Seller's obligations under Section 11, in no event shall either party, or its personnel be liable for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount in excess of the amounts paid by Buyer to Seller under this PO Agreement.
- 14. Timely Performance.** Seller acknowledges and agrees that time is of the essence in the delivery of the goods or completion of the services, within the time frame mutually agreed upon by Buyer and Seller, is vital to the interest of Buyer, and that failure to complete the services within such timeframe constitutes a breach of this PO Agreement.

15. **Delivery.** Seller shall deliver the goods or services to Buyer on appropriate media no later than by the dates specified in this PO Agreement. All goods shall be properly packaged to protect against damage during shipment.

16. **Insurance.** Seller agrees to provide and to maintain in effect at all times during the term of this PO Agreement, at Seller's sole expense, at least the minimum insurance coverage required by law to protect the parties from any liability which may arise out of or result from performing the obligations of this PO Agreement. In the absence of any legal requirements, Seller shall, at its own expense, keep the goods and services being delivered to Buyer insured against any and all risks, in such amounts and with such carriers as is customary for businesses

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Page 1 of 2 of Seller's type, in the judgment of Seller, but including public liability, worker's compensation and employers liability insurance, property damage, fire, theft, and extended coverage insurance. All such insurance coverage on the goods and services shall name Buyer and Seller as insureds as their interests may appear. Seller may effect such coverage under its blanket insurance policies. Certificates showing such coverage to be in effect shall be furnished by Seller to Buyer upon request. All insurance shall be issued only by insurance carriers with a minimum rating in A.M. Best's of A:VIII or better. It is the intent of both Seller and Buyer that all insurance purchased by Seller in compliance with this PO Agreement will be primary to any other insurance owned, secured, or in place by Buyer, which insurance shall not be called upon by Seller's insurer to contribute in any way. Seller shall secure endorsements to this effect from all insurers of such policies. All policies provided for herein shall expressly provide that such policies shall not be canceled, terminated or altered without thirty (30) days prior written notice to Buyer. All insurance specified in this Section 15 shall contain a waiver of subrogation in favor of Buyer, its affiliates and their respective employees for all losses and damages covered by the insurance required by this Section 15.

17. **Publicity.** Seller shall not make or publish any notice, advertisement, press release, or other communication with respect to this PO Agreement, its contents, or the goods or services without Buyer's prior written consent. Seller shall not use Buyer's name or logo in any of its advertising, client lists, or sales promotional material.

18. **Termination.** Buyer reserves the right to terminate this PO Agreement immediately for the following reasons: for cause and insolvency, and Buyer reserves the right to terminate this PO Agreement, upon thirty (30) days prior written notice, for convenience. In the event of a termination, Buyer shall have no further obligations to Seller except to pay for deliverables that were provided to Buyer prior to such termination and were accepted by Buyer. Upon termination, Seller shall provide any transition assistance that may be reasonably requested by Buyer.

19. **Governing Law; Venue.** This PO Agreement shall be governed by and construed in accordance with the applicable laws of the State of [Texas] (notwithstanding any conflicts of law provisions). The parties irrevocably agree that the proper place of venue for suit or with respect to this PO Agreement shall be [Harris County, Texas] and that any legal proceeding in respect of this PO Agreement shall be brought in the district courts of [Harris County, Texas or the United States District Court for the Southern District of Texas – Houston Division].

20. **Assignment.** Neither party may assign this PO Agreement in whole or in part without the prior written consent of the other.

21. **Headings.** The headings contained in this PO Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this PO Agreement.

22. **Conflicts of Interest.** Seller confirms that it has no conflicts of interest, and will not permit any conflict of interest to arise and/or continue in connection with the provision of the goods and/or services which are the subject of this PO Agreement.

23. **Force Majeure.** Both parties shall be relieved from any and all liability under or in connection with this PO Agreement to the extent that such liability arises from any failure to perform any of its obligations under or in connection with this PO Agreement has been caused or contributed to by a force majeure event or circumstance including acts of God, war, hostilities (whether war be declared or not), civil disturbance, government action, strikes, lock-outs, or labor disputes, computer virus, or any other event or circumstance or cause whatsoever beyond the reasonable control of the party.

24. **Severability of Individual Provisions.** If any term, condition, or provision of this PO Agreement is for any reason declared or found to be illegal, invalid, ineffective, inoperable, or otherwise unenforceable, it shall be severed and deemed to be deleted from this PO Agreement and the validity and enforceability of the remainder of this PO Agreement shall not be affected or impaired thereby and the remaining terms shall remain in full force and effect.

25. **Use of Subcontractors.** Seller may subcontract any of its obligations under this PO Agreement to a subcontractor provided that (a) Seller shall remain at all times primarily responsible for the acts and omissions of any such subcontractor and shall retain any such liability and responsibility under this PO Agreement as if such subcontracted activities were performed by Seller (b) Buyer shall have provided prior written express consent to such subcontractor, and (c) Seller shall not subcontract any of its obligations hereunder to any competitor of Buyer.

26. **Waiver of Failure to Enforce a Provision.** Failure by either party at any time to enforce any provision of this PO Agreement against the other shall not be construed as a waiver of such entitlement and shall not affect the validity of this PO Agreement or any part or parts hereof or the right of the relevant party to enforce any provision in accordance with its terms. The rights and/or remedies of either party may only be waived by formal written waiver which is signed by a duly authorized representative of the party waiving its rights and which makes express and unequivocal reference to the waiver being made.

27. **Inspection.** Buyer shall have the right to inspect any goods: (i) at Seller's premises, (ii) at the time and place of delivery of the goods by Seller for shipment, or (iii) the time and place of receipt from Seller by Buyer of the goods. Buyer shall have the right to reject any goods, services and/or deliverables which contain defective material or workmanship or do not conform to specifications, samples or warranties. Any article so rejected may be returned to Seller at Seller's risk and expense, and at full invoice price plus applicable transportation charges both ways.

Agents of Buyer entering Seller's premises for inspection shall be subject to Seller's usual security requirements.

28. **Equal Opportunity.** Seller will provide goods and/or services to Buyer without discrimination on account of race, sex, color, religion, national origin, age, physical or mental disability, or veteran's status.

29. **Survival.** Each party's obligations under this PO Agreement relating to indemnification, warranties, disclaimers of warranty, protection of proprietary rights and confidential information shall survive the termination or expiration of this PO Agreement.

30. **Prevailing Party.** In the event of any litigation hereunder, the losing party shall pay the legal fees and other expenses of the prevailing party.

31. **Binding Effect.** This PO Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

32. **Counterparts; Facsimile and Electronic Signatures.** This PO Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. A facsimile copy of the signature or the electronic signature of a person executing this PO Agreement shall be effective as an original signature.

33. **Seller's Compliance with Laws.** Seller represents and warrants to Buyer that in acting as Seller to Buyer pursuant to this PO Agreement, no payment has been made, and no payment will be made, by Seller (on behalf of itself or Buyer) or by any of Seller's officers, directors, managers, shareholders, equity holders, employees, agents or subsidiaries or affiliated companies to any officer, official or employee (or to any agent or other person acting on behalf of such a person) of any nation, national company or political party in violation of the Foreign Corrupt Practices Act of the United States of America ("FCPA") that prohibits payment or giving of anything of value, either directly or indirectly, by an American company to an official of a foreign government for the purpose of influencing an act or decision in his or her official capacity, or inducing that official to use his or her influence with the foreign government, to assist a company in obtaining or retaining business for, or with, or directing business to, any person. Seller further represents and warrants to Buyer that Seller shall comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption, including without limitation, the United Kingdom Bribery Act of 2010 and any similar laws of any other country, as such laws may be amended from time-to-time (collectively, the "Anti-Bribery Laws"), and Seller shall not engage in any activity, practice or conduct which would constitute an offense under the FCPA, the United Kingdom Bribery Act of 2010 or any other Anti-Bribery Laws. This PO Agreement shall automatically terminate without notice upon Buyer learning of any violation of this clause by Seller, and Buyer shall have no further obligations or amounts owing, or otherwise, to Seller under this PO Agreement from and after the date of said violation. Furthermore, Seller agrees to defend, indemnify and hold Buyer harmless from and against any claims, actions or causes of action for damages, fines, penalties, (including interest thereon and attorneys' fees) arising out of any violation by Seller of this Section 33. Buyer agrees to defend, indemnify and hold Seller harmless from and against any claims, actions or causes of action for damages, fines, penalties (including interest thereon and attorneys' fees) arising out of Buyer's violation of the FCPA, the United Kingdom Bribery Act of 2010, or any other Anti-Bribery Laws of which Seller had no involvement.

34. **Warranties of Buyer.** Buyer warrants that it will not knowingly request any service and/or goods or any other acts from Seller which might constitute a violation of the applicable laws of the United States of America or any national or local government having jurisdiction over Buyer or Seller, and no officer or employee of Buyer has authority to give directions to Seller which are contrary to the laws of the United States of America or any national or local government having jurisdiction over Buyer or Seller.

35. **Disclosure of Relationships.** Seller represents and warrants to Buyer that Seller has fully disclosed to Buyer any existing relationships between any of Seller's shareholders or other equity holders, members of its board of directors or managers, officers, employees or agents on Seller's behalf, any family member of the foregoing, who is or will become a government official during the term of this PO Agreement. Moreover, no government official has or will obtain an ownership or beneficial interest in, or management control of, Seller during the term of this PO Agreement, nor will any government official become a shareholder or other equity holder, member of the board of directors or managers, officer, employee or agent of Seller during the term of this PO Agreement, without the prior written approval of Buyer.

**36. Reports and Audit Rights.** Each party agrees that it will keep, for a minimum of five (5) years, proper records and books of account relating to its activities under this PO Agreement. Once every twelve (12) months, either party may inspect the records of the other party, during regular business hours and upon prior written request, to verify reports provided to the other, each party's compliance with its obligations under this PO Agreement and/or payment amounts. Any such inspection will be conducted in a manner that does not unreasonably interfere with the inspected party's business activities. Such inspection shall be performed by an independent accounting firm chosen and compensated by the requesting party, for purposes of audit. Such accounting firm shall be required to sign an agreement protecting the inspected party's confidential information and shall be authorized to report only the amounts due and payable for the period requested. The inspected party shall immediately make any overdue payments disclosed by the audit. Such inspection shall be at the inspecting party's expense; however, if the audit reveals overdue payments in excess of 10% of the payments owed to date, the inspected party shall immediately pay the cost of such audit, and the inspecting party may conduct another audit during the same twelve (12) month period.]