

A1J TECHNOLOGIES, LLC. PURCHASE ORDER TERMS

1. ACCEPTANCE OF THIS ORDER. This purchase order ("Order") is an offer by A1J Technologies, LLC, a Delaware limited liability company ("A1J" or "Purchaser") to purchase goods and/or services from you ("Seller" or "Supplier") on the terms and conditions stated herein. Notwithstanding the foregoing, if a master agreement ("Master Agreement") covering the goods or services described in this Order exists between Purchaser and Seller, the terms of such Master Agreement prevail over any inconsistent terms herein. If this Order is not accepted, the Seller must communicate its rejection promptly, confirming any oral rejection in writing to the Purchaser. This Order may be accepted by a written notice delivered to Purchaser. If this Order specifies (1) the performance of services, and/or (2) the supply of goods to be specifically manufactured for Purchaser, this Order must be acknowledged and accepted by Seller in writing within seven 48 hours of receipt by Seller or Purchaser may, at its option, cancel this Order without notice.

Supplier shall adhere to:

- a. the processes, products, and services to be provided, including the identification of relevant technical data (e.g., specifications, drawings, process requirements, work instructions);
- b. the approval of:
 1. products and services;
 2. methods, processes, and equipment;
 3. the release of products and services;
- c. competence, including any required qualification of persons;
- d. the external providers' interactions with the organization;
- e. control and monitoring of the external providers' performance to be applied by the organization;
- f. verification or validation activities that the organization, or its customer, intends to perform at the external providers' premises;
- g. design and development control;
- h. special requirements, critical items, or key characteristics;
- i. test, inspection, and verification (including production process verification);
- j. the use of statistical techniques for product acceptance and related instructions for acceptance by the organization;
- k. the need to:
 - implement a quality management system;
 - use customer-designated or approved external providers, including process sources (e.g., special processes);
 - notify the organization of nonconforming processes, products, or services and obtain approval for their disposition;
 - prevent the use of counterfeit parts;
 - notify the organization of changes to processes, products, or services, including changes of their external providers or location of manufacture, and obtain the organization's approval;
 - flow down to external providers applicable requirements, including customer requirements;

- provide test specimens for design approval, inspection/verification, investigation, or auditing;
- Retain documented information, including retention periods and disposition requirements; Supplier shall maintain adequate records of inspections, tests, and other quality control activities. The right of access by the organization, their customer, and regulatory authorities to the applicable areas of facilities and applicable documented information at any level of the supply chain;
- m. ensuring that persons are aware of:
 - their contribution to product or service conformity;
 - their contribution to product safety;
 - the importance of ethical behavior.

2. TITLE. Title and risk of loss to all goods covered by this Order passes to Purchaser at Purchaser's receiving dock (DDP Purchaser's dock) unless otherwise shown on the face of this Order hereof, as outlined in a master agreement, or otherwise agreed in writing by the parties hereto. Passage of title under this provision does not limit the Purchaser's full right of inspection or constitute final acceptance. If goods are returned by Purchaser to Supplier due to non-compliance with this Order, then title will pass to Seller on delivery of all or the applicable part of the goods thereof being transferred, to a carrier for return to Seller.

3. Quality Control. The supplier shall maintain a quality control system in compliance with an industry-recognized quality standard and any other quality requirements identified in this agreement.

Records of all quality control inspection work by the Supplier shall be kept complete and available to A1J Technologies and its customer upon request.

A-1J Technologies shall have the right, at any time during regular business hours, upon providing not less than 24 hours' notice to the supplier, to inspect, evaluate, audit, or examine operations, records, documents, or systems.

4. Foreign Object Damage – FOD. Supplier shall maintain a program to prevent and control Foreign Object Damage (FOD) in accordance with the requirements of AS9146 and/or NASA 412. Supplier shall use appropriate tools and techniques to manage part-level FOD risk throughout the entire manufacturing process, documenting risks and associated mitigation actions in a part-level risk register or control plan as applicable.

5. Counterfeit Product Prevention. The supplier shall establish, implement, and control processes appropriate to its organization and its products to prevent the delivery of counterfeit parts or suspected to be. All parts, materials, and assemblies (electrical, mechanical, raw material) included in the hardware delivered to A1J Technologies shall be procured directly from the Original Component Manufacturer (OCM) / Original Equipment Manufacturer (OEM), or from the OCM/OEM authorized distributor. The supplier shall notify A1J Technologies if suspect or counterfeit parts have been furnished. This requirement shall be flowed down to sub-tier suppliers and subcontractors as applicable.

6. RECORD RETENTION. Supplier shall maintain adequate records of inspections, tests, and other quality control activities at no less than the applicable standards as described below.

Aerospace/Defense products: 15 years or the time required by law, unless otherwise specified on the Purchase Order (PO).

Medical products: shall retain the records for at least the lifetime of the medical device, as defined by A1J Technologies or as specified by applicable regulatory requirements, but not less than three years from the date of the medical device.

Non-Aerospace/Medical products: Three years or the time required by law, unless otherwise specified on the Purchase Order (PO).

After this period of time, or if the relationship between the Buyer and Supplier has ended, the Supplier must contact the Buyer for the disposition of records.

7. PACKAGING. All goods covered by this order shall be packaged in accordance with first-class commercial practice as necessary to ensure safe transport or otherwise prepared for shipment to secure the lowest transportation rates and to meet the carrier's requirements. No charges will be allowed for packaging or crating unless stated in this Order. A complete pack list shall be enclosed with all shipments, which must be clearly marked to show quantity, contents, the Seller's name, and the Purchase Order number.

8. CHANGES. Supplier must notify A1J Technologies of changes or deviations from the original order, of product or process, suppliers, or facility locations. This includes changes to product, process, equipment, company ownership, facility location, Quality Management System certification/registration status, etc. If the goods or services covered by this purchase Order have changed between the time of this Order and the last time such goods and services were purchased by Purchaser, or if the goods and services covered by this purchase Order change or vary during the performance of this purchase Order, Seller agrees to notify Purchaser of any material changes or variations in the goods or services so that Purchaser may determine whether the changes may affect the safety and quality of its own goods and services. Unless Seller notifies Purchaser in writing, Seller warrants that each good and service provided to Purchaser is identical in all material aspects.

9. PRICE. The pricing on the Order reflects the pricing agreed by Seller and Purchaser, and may not, without the prior written consent of Purchaser, exceed the last quotation received by Purchaser from Seller. If Seller does not reject the Order as set forth in Section 1 above, then delivery to Purchaser of goods and services set forth on the Order will be deemed acceptance of all such pricing.

10. RIGHT OF REJECTION. Purchaser reserves the right to return to Seller, at Seller's expense, goods delivered hereunder that do not meet the terms of the Master Agreement, if any, or this Order. Purchaser may accept the portion of the goods delivered hereunder that conform and return the balance to Seller at Seller's expense. In such an event, Purchaser will pay only the proportionate amount of the total price stated herein that corresponds to the portion accepted, regardless of whether such lesser quantity is ordinarily sold at a higher price.

11. DELIVERY. Time is of the essence for this Order, and the Purchaser may reject goods and services not delivered or furnished on the dates specified herein. Supplier shall adhere to the schedule and delivery dates specified in the PO.

In the event of any anticipated or actual delay, suppliers shall promptly notify A1J Technologies in writing the reason for the delay and a recovery schedule.

12. CONTINGENCIES. If Purchaser fails to take one or more shipments hereunder because of fire, explosions, earthquake, war, flood, accident, interruption or delay in transportation, labor trouble, or any other circumstances of similar or different character beyond Purchaser's reasonable control, or partial or complete suspension of operations, then the total quantity covered by this Order may be reduced by the extent of the omitted shipment(s) or the specified delivery period extended by a time equal to that during which shipment shall be so omitted.

13. CANCELLATION. Unless otherwise specified in a master agreement, the Purchaser may cancel work under this Order in whole or in part at any time upon return or telephonic notice. Cancellation will be without prejudice to any claims which one party may have against the other for work performed or materials supplied up to the date of cancellation.

14. INTELLECTUAL PROPERTY. Seller will defend, indemnify, and hold Purchaser harmless from and against any and all liability, damage, cost, or expense (including reasonable attorneys' fees) that may accrue to, or be sustained by, Purchaser on account of any claim, suit, or action made or threatened to be brought against Purchaser, Purchaser's affiliates, or Purchaser's customer(s) for actual or alleged infringement or misappropriation of any patent, trade secret, or copyright by reason of the manufacture of goods or provision of service covered by this Order by Seller or the resale thereof for a reason known to Seller. Unless otherwise agreed in a Master Agreement, Purchaser owns and retain all right, title, and interest in and to any intellectual property (including right of priority) or technology that is conceived, created, or reduced to practice by either party jointly or separately in the course of the performance of this Order, and Seller assigns any and all rights to such intellectual property or technology to Purchaser.

15. LAWS AND REGULATIONS. Supplier shall comply with all applicable laws, regulations, and rules of all governmental authorities having jurisdiction and will obtain all necessary permits, licenses, and consents of all governmental authorities necessary for the performance of this Agreement. Without limiting the generality of this section, the Supplier agrees to fully comply with all export and import laws and regulations of the United States, the European Union, and other countries, including, but not limited to, the United States Export Administration Regulations.

This purchase order may contain and /or reference documents containing information subject to the International Traffic in Arms Regulations (ITAR). Suppliers may not export, release, or disclose such information without first complying with export license requirements of ITAR.

Supplier further agrees that Supplier and its employees, agents, and subcontractors shall comply in all respects with the United States Foreign Corrupt Practices Act, the Bribery Act 2010 of the United Kingdom and Regulation 2016/679 of the European Parliament of the Council of 27 April 2016 on the protection of personal data processing ("GDPR"), as such laws or regulations may be amended, and all other applicable local and international laws, in connection with any performance under this Order, and Supplier will not in any manner take any action that will render Buyer liable for a violation of such laws. Without limiting the foregoing,

TERMS AND CONDITIONS OF PURCHASE

Supplier will not directly, indirectly or through an intermediary do or attempt any of the following relating to its performance under this Order: (i) give or attempt to give anything of value (monetary or non-monetary) to anyone to improperly obtain a competitive advantage for any party, to receive favorable treatment in obtaining or retaining business or to otherwise induce the receiving individual to abuse his or her position; or (ii) receive or attempt to receive a bribe or anything of value for the purpose of obtaining or retaining business. Supplier warrants that Supplier is familiar with and has read and understands the United States Foreign Corrupt Practices Act, as set forth on the website of the United States Department of Justice, and the Bribery Act 2010 of the United Kingdom as the same may be amended from time to time. Seller 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 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, disability or veteran status.

16. NO AGENCY. This Order is solely for the purchase of goods and/or services and does not constitute Seller the agent or subcontractor of Purchaser for any purpose. Seller assumes all obligations under all "social security" legislation (e.g., unemployment insurance, old age benefits, or workers' compensation laws) of the United States or any state or other governmental authority with respect to persons employed in the performance of services and/or production of goods under this Order and will indemnify Purchaser against any liability thereof.

17. PURCHASER DESIGNS AND PURCHASER ITEMS. Seller may use (i) all photographs, specifications, drawings, blueprints, or designs. Or the corresponding (together "Purchaser Designs"), or (ii) all tools, dies, molds, fixtures, photographs, proofs, printing plates, or the corresponding (together "Purchaser Items"), that are supplied by Purchaser in confidence, or paid for by Purchaser, only for the purpose of fulfillment of this Order. No other use is authorized without Purchaser's prior written consent. Supplier will return all Purchaser Designs or Purchaser Items to Purchaser if so requested. Seller agrees that the Purchaser Designs and Purchaser Items, and any inventions or trade secrets contained therein, are the property of Purchaser. Purchaser may withdraw Purchaser Items or Purchaser Designs from Seller's premises upon demand in writing.

18. INVOICE, DISCOUNTS AND TAXES. Seller will provide Purchaser with invoices issued in duplicate, unless otherwise specified. Each invoice must be mailed on the date appearing on the invoice. Each invoice must be provided to Purchaser by the person or business entity, firm, or corporation to which this Order is issued. Discount date will be established from the date on which Seller has complied with all terms of this Order and delivered an invoice to Purchaser. The purchase price herein is exclusive of any and all taxes and other governmental charges now imposed or hereafter becoming effective upon the production, sale, shipment or use of the materials specified in this Order and Seller agrees to indemnify Purchaser against and reimburse Purchaser for any expenditures Purchaser may be required to make on account of Seller's failure to pay such taxes and other governmental charges. The Purchaser shall pay any applicable local,

state, and federal taxes, however designated (excluding Seller's income taxes), imposed or based upon the sale, transfer of ownership, installation, license or use of the Products, unless Purchaser provides the Seller with an appropriate certificate of exemption.

19. WARRANTIES. In addition to all warranties, expressed or implied, established by statutes or common law, or elsewhere set forth in this Order, Seller hereby expressly warrants that all goods and/or services covered by this Order will conform to all specifications, drawings, samples, and any other description furnished or adopted by Purchaser and accepted by Supplier, new not refurbished, and will be fit and sufficient for the purpose reasonably intended by Supplier, merchantable, of good material, and free of defect in material and workmanship. Purchaser's failure to give notice to Seller of any breach of any warranty shall not discharge Seller's liability for any such breach. The warranties of Seller together with its services warranties and guarantees, if any, run to Purchaser and Purchaser's customer(s). Notwithstanding the foregoing, Supplier's warranty obligations under this Section 15 will not apply to the extent that such warranty claims arise from Purchaser's negligence or willful misconduct.

20. INDEMNITY. Seller shall indemnify Purchaser against any and all losses for personal injury, including death or property damage resulting from any act or omission, or from any defective product, of Seller, its agents, employees, subcontractors or vendors. Seller shall maintain liability insurance in reasonable amounts to protect Purchaser from such risks.

21. WAIVERS. Any failure by Purchaser to enforce or require strict performance by Seller of any term or condition of this Order does not constitute a waiver thereof by Purchaser, and Purchaser may at any time avail itself of the remedies Purchaser may have for any breach of the terms hereof.

22. ASSIGNMENT. This Order may not be assigned or subcontracted in whole or part by Seller without Purchaser's prior written consent. If Purchaser shall consent to such assignment or subcontracting, all claims for monies due from Purchaser shall nevertheless be subject to deduction by Purchaser for any set-off or counter-claim arising out of this or any other Orders with Seller, whether such set-off or counter-claim arose before or after any such assignment or subcontracting by Seller.

23. CHOICE OF LAW, JURISDICTION, VENUE. The terms of this purchase Order shall be governed by and subject to the laws of the State of California (other than its choice of law principles). The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Order. Any action or proceeding arising from this Order will be brought in the state courts located in Santa Clara County or in the federal courts located in the Northern District of California. Each party hereby irrevocably consents to the exclusive jurisdiction and venue in such courts.

24. ENTIRE AGREEMENT. Except as set forth herein, or in a Master Agreement, the terms and conditions stated in this Order constitute the entire agreement between Seller and Purchaser regarding the purchases herein. To be clear, and for the avoidance of doubt, Seller and Purchaser agree that any and all terms and conditions contained in Seller's quote, correspondence, or

documentation that are attached to, referenced in, or in any way related to a Purchase Order are null and void and expressly superseded in their entirety by the terms and conditions contained herein.

25. CONFIDENTIAL INFORMATION AND PUBLICITY. If Purchaser and Seller have entered into a non-disclosure agreement ("NDA") applicable to the disclosure of confidential information under this Order, and if the term of the NDA expires before the expiration or termination of this Order, then the term of the NDA will be automatically extended to match the term of this Order. The parties will treat the terms, conditions, and existence of this Order as confidential and proprietary information of Purchaser as defined in the NDA. In any case, each party agrees to treat any confidential or proprietary information disclosed to it as strictly confidential for the duration of the transaction under this Order and for a period of 7 years thereafter, unless such information becomes public through no fault of the receiving party. Seller shall obtain Purchaser's written consent prior to any publication, presentation, public announcement, or press release concerning its relationship as a supplier to Purchaser.

26. Defense Priorities and Allocations System (DPAS): If a DPAS Rating is shown on the face or any line of this Purchase Order, then: This is a rated order certified for national defense use, and you are required to follow all the provisions of the Defense Priorities and Allocations System regulation (15 CFR Part 700). Supplier must accept or reject a rated order in writing (hard copy), or in electronic format, within ten (10) working days after receipt of a DX rated order and within fifteen (15) working days after receipt of a DO rated order.

Revision History:

Date	Rev	Changes	Initial
07/01/2025	1	Initial Release	LB
03/02/2026	2	Added clause 26	JD