

Purchase Order Terms and Conditions for Service Providers Working with Integrated DNA Technologies ("*IDT*") SERVICE TERMS AND CONDITIONS

- 1. AGREEMENT:** Service Provider shall provide the services described on the face of this order ("*Services*") and providing the Services agrees to be bound by these terms and conditions. IDT expressly rejects all additions, exceptions, or changes to these terms, whether contained in any printed form of Service Provider or elsewhere, unless approved by IDT in writing. To the extent there are any inconsistencies between these terms and those written on the face of this order, the latter will control.
- 2. PAYMENT:** Service Provider shall invoice IDT for all amounts owed under this order. All invoices must be itemized, reference this order, and substantiate all charges. Incorrect invoices may delay payment. IDT shall pay all valid invoices net 30 days from receipt of the invoice, except for any amounts IDT disputes in writing within 30 days after receipt. IDT must agree in writing to amounts in excess of the amounts set forth in this order prior to Service Provider incurring them. Service Provider is solely responsible for all expenses incurred in connection with its performance of the Services except for those expenses expressly authorized by IDT in writing. Unless otherwise agreed in writing, Service Provider will invoice IDT for any IDT pre-approved third-party costs at Service Provider's actual cost without markup.
- 3. PERSONNEL:** Service Provider will pay its employees and subcontractors and withhold and pay any applicable federal, state, or local taxes, including employment- or wage-related taxes, and file all related returns and reports. Service Provider warrants that it has enforceable written agreements with all of its employees and subcontractors who will staff any project under this order (i) assigning to Service Provider ownership of all patents, copyrights, and other proprietary rights created in providing the Services, and (ii) obligating such employees or subcontractors not to use or disclose any proprietary rights or information learned while providing the Services.
- 4. WARRANTY:**
 - a) Service Provider warrants that it will perform all Services on a professional best efforts basis in a workmanlike and expeditious manner and that the goods or Services provided will conform to this order, to specifications, drawings, and to other descriptions referenced in this order.
 - b) All property provided by or used by Service Provider in the course of performing the Services and all Work Product (as defined below) Service Provider produces for IDT under this order is either originally developed or properly licensed by Service Provider and does not infringe or violate any patent, copyright, trade secret, trademark, or other third party intellectual property rights.
 - c) Additionally, Service Provider warrants that it has the full authority to enter into this agreement; it will satisfy all obligations it owes to third parties with respect to the Services; its Services or Work Product will not contain any viruses or other disabling devices; and it will comply with all applicable federal, state, and local laws and regulation in the performance of the Services including the Foreign Corrupt Practices Act, 15 USC §78dd-1 through 3, as amended, the U.S. Travel Act, the U.K. Bribery Act 2010, and any laws of any U.S. or foreign jurisdiction relating to commercial bribery.
 - d) Service Provider further warrants that it will comply with IDT's Code of Conduct, including the anti-bribery provisions contained therein.
- 5. INSPECTION; ACCEPTANCE OF SERVICES:** IDT, in a reasonable amount of time, will review and test the Services and inspect any related Work Product to ensure that it conforms in all material respects with the specifications described in this order. The Services and related Work Product are presumed non-conforming prior to IDT's good faith determination of conformance and delivery of written acceptance to Service Provider. IDT's obligation to pay is expressly conditioned upon acceptance and Service Provider waives all claims based in any theory at law or in equity for compensation for Services and Work Product for which IDT does not provide acceptance. Acceptance is not a waiver of any of IDT's rights or Service Provider's obligations under this order, including Service Provider's warranties.
- 6. CONFIDENTIAL INFORMATION:** Confidential Information included but is not limited to, IDT's inventions, manufacturing methods and processes, business and research plans, trade secrets, copyrights or copyrightable works, patented or patentable ideas, and other forms of proprietary information (collectively, "Confidential Information") that are the unique assets of IDT regardless of any markings of confidentiality. Service Provider shall not use any Confidential Information for its own benefit, or disclose any Confidential Information to any third party without the prior written consent of IDT. Service Provider shall protect the Confidential Information and treat it as strictly confidential. Failure to observe the obligations of this section shall constitute a material breach of this agreement and the unauthorized use or disclosure of Confidential Information will result in irreparable harm to IDT and IDT is entitled to an injunction, without posting a bond or other form of security, to restrain Service Provider from disclosing any Confidential Information.

- 7. INTELLECTUAL PROPERTY:** All IDT intellectual property that it discloses to Service Provider in performance of the Services will remain the exclusive property of IDT. All copyrightable or patentable works, ideas, discoveries, or inventions, all patents or applications for patents, and all trademarks (collectively, "Work Product") that Service Provider develops in the course of performing the Services is "work made for hire," as defined in in the Copyright Act, 17 U.S.C. § 101, and will be the exclusive property of IDT. Service Provider shall sign all documents necessary to perfect the rights of IDT in such Work Product, including the filing and/or prosecution of any applications for copyrights or patents. Upon request, Service Provider shall sign all documents necessary to assign the rights to such Work Product to IDT.
- 8. INDEMNIFICATION:** Service Provider agrees to indemnify and hold IDT harmless from all claims, losses, expenses, fees (including attorney's fees), costs, and judgments that may be asserted against IDT by third parties and that result from illegal conduct, negligence, or from breach of this agreement.
- 9. INSURANCE:** It is Service Provider's obligation to maintain appropriate insurance coverage for its benefit and, if applicable, its employees. Service Provider waives any rights to recovery from IDT for any injuries that Service Provider's employees may sustain while performing the Service. Service Provider acknowledges and agrees that it is its obligation to comply with all federal, state and local laws concerning performance of the Services, as well as all labor and employment laws concerning its employees.
- 10. REFERENCES TO IDT:** Except to the extent required by law, Service Provider shall not reference IDT in any advertisement, promotion, or case study without IDT's prior written consent.
- 11. INDEPENDENT CONTRACTOR:** Service Provider is an independent contractor of IDT. Nothing contained in this agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. Service Provider has no authority to act as agent for, or on behalf of, IDT, or to represent IDT, or bind IDT in any manner. Service Provider and its related parties will not be entitled to worker's compensation, retirement, insurance, or other benefits afforded to employees of IDT or its affiliates.
- 12. TERMINATION:**
- a) IDT may terminate this order, in whole or in part, without liability if IDT anticipates Service Provider's breach of this order and Service Provider does not provide adequate assurance of its performance within ten (10) days of IDT's request or in the event of a breach or failure by Service Provider to meet other terms of this order.
 - b) IDT may terminate this order, in whole or in part, at any time for its convenience by notice to Service Provider in writing. Upon receipt of such notice, Service Provider shall immediately stop work and take the necessary action to ensure that all work under the order ceases and to the extent specified in IDT's notice, that all subcontracts and orders are cancelled immediately. In the event of such termination, IDT will pay Service Provider for the percentage of the total order price corresponding to the proportion of work completed in filling the order prior to such notice plus any reasonable expenses incurred by Service Provider in terminating any work in progress. Service Provider shall submit a termination claim to IDT within thirty (30) days of the date of termination. IDT has the right to audit the termination claim.
 - c) Upon any termination under this paragraph, title to all equipment, materials, work-in-progress, finished products, plans, drawings, specifications, information, special tooling, and any other items for which Service Provider may submit a claim shall vest in IDT, and Service Provider shall promptly deliver these items to IDT and take all necessary action to protect such property prior to such delivery.
- 13. ASSIGNMENT; SUBCONTRACTING:** IDT may assign in whole or in part any of its rights and obligations under this order without the prior consent of Service Provider. Service Provider shall not assign this order or subcontract any material portion of the performance of it without IDT's prior written consent. The terms and conditions of this order shall bind any permitted successors and assigns of either party.
- 14. CONTROLLING LAW:** This order and the performance under it shall be controlled and governed by the law of the jurisdiction shown in IDT's address on the face of this order, and Service Provider hereby submits to the jurisdiction of the courts of that state for purposes of resolving any dispute.