

SALES TERMS AND CONDITIONS

The following are the binding terms and conditions (“Terms”) for the sale of products (“Products”) by CORESTAFF AMERICA, INC., a California corporation or any of its subsidiaries, parent company or affiliates as specified in the applicable PO (“CORESTAFF”) identified in one or more purchase orders submitted by its customers (“CUSTOMER”), and accepted by CORESTAFF in writing (each, a “PO”). By executing and submitting a PO, the CUSTOMER acknowledges and agrees that each PO, upon acceptance in writing by CORESTAFF, shall be subject to these Terms. For avoidance of doubt, CORESTAFF’s acceptance of a PO is subject at all times to CUSTOMER’s acceptance of these Terms. The PO, these Terms, together any exhibits, schedules or addenda which may be expressly referenced herein or attached hereto (collectively, the “Agreement”) shall be binding on CUSTOMER. CORESTAFF and CUSTOMER are referenced herein together as “Parties” and each individually as “Party.”

1. PURCHASE ORDERS. POs will be initiated by CUSTOMER issuing a written or electronic PO to CORESTAFF. POs shall identify the Products, specifications, unit quantities, applicable prices, requested delivery dates and such other information as CORESTAFF may require or request. The subject PO shall become legally binding only upon CORESTAFF’s written acceptance of the PO. CORESTAFF reserves the right to reject any PO on reasonable grounds. CORESTAFF’s acceptance of any PO is conditioned on the express understanding and CUSTOMER’s agreement that the Agreement sets forth the only terms and conditions applicable to CUSTOMER’s purchase of the Products set forth in the applicable PO. To the extent that any conflict or discrepancy exists between these Terms and those terms and conditions set forth elsewhere in the Agreement (including the PO), these Terms shall control.

Any additional or different terms proposed by CUSTOMER in any purchase order or other document are hereby deemed to be material alterations and notice of objection to them is hereby given. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the contract between the Parties. Neither CORESTAFF’s acknowledgment of a purchase order nor CORESTAFF’s failure to object to conflicting, different, or additional terms and conditions in a purchase order shall be deemed an acceptance of such terms and conditions or a waiver of the provisions herein.

No modifications to a PO shall be valid unless executed by the Parties hereto.

2. PRICES. Product price quotations are only solicitations for offers and may not be accepted by CUSTOMER. Unless otherwise agreed to in writing by CORESTAFF, all price quotations expire thirty (30) calendar days after CORESTAFF’s delivery of the subject quotation, unless otherwise stated therein. Product pricing (set forth in a published price list or written quotation) is subject to change without notice at any time prior to CORESTAFF’s acceptance of a PO. Additional charges may apply for special shipping and handling requests.

POs are invoiced at the prices (in U.S. dollars) in effect at the time of CORESTAFF’s acceptance of the subject PO. If CUSTOMER does not purchase the quantity upon which quantity prices are based, at CORESTAFF’s sole discretion, CUSTOMER shall pay the non-

discounted price for the quantity actually purchased and/or a reasonable cancellation fee. Prices for any rescheduled deliveries may be increased by CORESTAFF in the event of an increase in CORESTAFF’s prices or costs or causes beyond CORESTAFF’s reasonable control.

Unless otherwise agreed to in writing by CORESTAFF, all prices quoted are exclusive of any federal, state, municipal or other governmental taxes, duties, excise taxes or tariffs, and other charges applicable to the purchase, shipping and delivery of the Products hereunder. CUSTOMER agrees to pay all such charges unless CUSTOMER has delivered an exemption certificate acceptable to CORESTAFF and the applicable government authorities. If applicable, such charges shall appear as a separate item on the applicable invoice. CUSTOMER shall be liable for, and shall indemnify, defend and hold CORESTAFF harmless from and against the payment of all taxes arising in relation to the sale or delivery of the Products, provided that such taxes are imposed to CUSTOMER.

3. TERMS OF PAYMENT. Unless otherwise agreed to in writing by CORESTAFF, CUSTOMER shall pay all CORESTAFF invoices in U.S. Dollars within thirty (30) calendar days of the invoice date by check, cash or by wire transfer to CORESTAFF’s bank account. All payments must be made by CUSTOMER in full without deduction (e.g. wire transfer fees, bank handling charges, etc.).

Without limiting any remedies available to CORESTAFF, CORESTAFF may defer or cancel the relevant delivery of Products or goods ordered by CUSTOMER from CORESTAFF until full payment of all amounts due is made.

Any payment received from CUSTOMER may be applied by CORESTAFF, at its discretion, against any obligation owing by CUSTOMER to CORESTAFF under this Agreement or any other contract, regardless of any statement appearing on or referring to such payment, without discharging CUSTOMER’s liability for any additional amounts owing by CUSTOMER to CORESTAFF.

The acceptance by CORESTAFF of such payment will not constitute a waiver of CORESTAFF’s right to pursue the collection of any remaining balance. If CUSTOMER fails to make payment when due, without prejudice to any other right or remedy, (a) overdue sums will bear interest to date of payment at the annual rate of 1.5% per month (18% per annum) or the maximum rate permitted by applicable law; and (b) CORESTAFF will be entitled to reimbursement for all costs of collection, including, without limitation, court costs and reasonable attorneys’ fees and expenses.

4. DELIVERY, ACCEPTANCE AND TITLE. CORESTAFF shall, in accordance with the delivery processes set out in the PO, deliver the Products. Specifically, unless otherwise agreed in the applicable PO, CORESTAFF will deliver the Products FCA (*Incoterms 2020*), custody of the CUSTOMER’s carrier at such location specified in each PO.

CORESTAFF will aim to initiate shipment and deliver the Products as close as possible to CUSTOMER’s requested delivery date(s) set forth in the applicable PO. CUSTOMER acknowledges that shipment and delivery dates provided by CORESTAFF are

estimates only and that CORESTAFF will not be liable for the consequences of any delay not attributable to CORESTAFF, including, without limitation, delays due to (a) acts or omissions of CUSTOMER, (b) CUSTOMER's breach of this Agreement or (c) acts or omissions of the carrier or forwarder. Delay in delivery of one installment will not entitle CUSTOMER to cancel any other installment(s) set forth in the applicable PO. In the event CORESTAFF is unable to deliver full quantity of Products within thirty (30) calendar days of the requested delivery date, CORESTAFF may, upon notice to CUSTOMER, cancel the subject PO or make partial shipments.

Delivery to such location specified in the applicable PO will constitute delivery to CUSTOMER, and risk of loss of or damage to the Products will pass to CUSTOMER at this point. Title to the Products shall remain with CORESTAFF until the CUSTOMER's acceptance of the subject Products in accordance with this Agreement. Products invoiced and held by CORESTAFF at CUSTOMER's request will be held at CUSTOMER's sole risk and expense.

Within fifteen (15) calendar days following CORESTAFF's delivery of any of the Products pursuant to a PO, but in all events prior to any use or processing thereof, CUSTOMER shall notify CORESTAFF of any material discrepancies between the quality and/or quantity of the Products ordered and those actually delivered. If CUSTOMER does not provide such notice to CORESTAFF within the foregoing time period, or if CUSTOMER uses or processes the Products, such Products shall be deemed to have been conclusively received and accepted by CUSTOMER, and shall constitute full waiver of claims, related to discrepancies between the Products delivered and those in applicable PO, by CUSTOMER.

In the event that CUSTOMER identifies discrepancies described above within the specified period, and before returning a non-conforming Product, CUSTOMER shall obtain a Return Material Authorization ("RMA") number and may ship the subject Products collect with all commercially reasonable charges to be paid by CORESTAFF upon receipt. Product will be refused and returned at CUSTOMER's expense if they are unauthorized, returned without an RMA number clearly marked on the outside of the shipping box, or if they are shipped to the wrong location. In addition, all permitted returns must be made: (x) within thirty (30) calendar days of the invoice date, (y) in its original packaging, and (z) not broken or altered. A twenty percent (20%) restocking fee shall apply to all returns of conforming and non-defective Products. Notwithstanding anything to the contrary, the determination of whether a Product is non-conforming or defective shall be made by CORESTAFF.

For all non-conforming or defective Products returned in accordance with this Section 4, CORESTAFF shall, in accordance with CUSTOMER's instructions, deliver replacements, or repair such Products without charge. Each such replacement or repaired Products shall be subject to CUSTOMER's inspection and acceptance in accordance with this Section 4. All conforming and non-defective Products shall be returned to CUSTOMER at CUSTOMER's expense.

EXCEPT AS EXPRESSLY SET FORTH HEREIN AND IN PURSUANT TO THE PRODUCT WARRANTY (DEFINED IN SECTION 6 BELOW), CUSTOMER MAY NOT RETURN ANY

ACCEPTED PRODUCTS TO CORESTAFF AND CORESTAFF SHALL BE UNDER NO OBLIGATION TO REPLACE OR REPAIR OR REFUND ANY PAYMENTS FOR SUCH ACCEPTED PRODUCTS.

5. CANCELLATIONS. CUSTOMER may only cancel a PO for standard Products provided the written notice of such cancellation is received by CORESTAFF before the shipment of subject Products and such request is accepted in writing by CORESTAFF, which acceptance shall be in CORESTAFF's sole discretion.

CUSTOMER may only reschedule delivery dates set forth in a PO if accepted in writing by CORESTAFF, which acceptance shall be in CORESTAFF's sole discretion. Notwithstanding anything to the contrary, POs may not be cancelled or rescheduled under any circumstance after CORESTAFF's delivery of the Products to such location specified in the applicable PO.

6. LIMITED PRODUCT WARRANTY AND DISCLAIMER. CORESTAFF warrants that the Products under normal and intended use, shall function substantially in accordance with the applicable technical specifications or product documentation for a period of sixty (60) days from delivery of the subject Products to CUSTOMER (the "Limited Warranty").

Repair service, damage due to misuse, abuse, negligence or casualty (e.g., fire), acts of God (including but not limited to lightning, flood, tornado, earthquake, or hurricane), and consumable parts (including batteries) are not covered by the Limited Warranty. Unauthorized service or modification of the Product or of any furnished component will void the Limited Warranty in its entirety. This Limited Warranty does not include reimbursement for inconvenience, installation, loss of use, or unauthorized service. In addition, this Limited Warranty does not cover any losses, injuries to persons, loss of property or general damages. This Limited Warranty covers only CoreStaff-manufactured Products and is not extended to other equipment, components, or devices that a CUSTOMER purchases pursuant to the PO or uses in conjunction with CORESTAFF's products.

FOR TRANSACTIONS IN WHICH THE PRODUCTS ARE NOT DEEMED TO BE CONSUMER PRODUCTS PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT, THE PRODUCT WARRANTY EXPRESSLY SET FORTH HEREIN ARE IN LIEU OF ANY OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS PURCHASED BY CUSTOMER PURSUANT TO THE PO AND THESE TERMS, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY AS TO QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ACCURACY CONCERNING ANY OF THE PRODUCTS, OR THEIR DESIGN, MATERIALS, WORKMANSHIP, LIFE, PERFORMANCE OR SUITABILITY, OR THE SPECIFICATIONS OR INFORMATION, DOCUMENTATION OR MANUALS PROVIDED WITH THE PRODUCTS, ALL OF WHICH ARE EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. FOR ALL OTHER TRANSACTIONS, THE DURATION AND EXTENT OF ANY IMPLIED WARRANTIES IS LIMITED TO THE FULLEST EXTENT ALLOWED BY LAW.

7. **INDEMNIFICATION.** CUSTOMER shall be solely responsible for, and shall indemnify, defend and hold harmless CORESTAFF and its affiliates, directors, officers, representatives, employees and agents (“Indemnified Party”) from and against all demands, suits, action, causes of action, damages, losses, penalties, obligations, damages, injury, costs, expenses (including, without limitation, court costs, reasonable attorneys’ fees and expenses, interest expenses and amounts paid in compromise or settlement) and liabilities whatsoever arising out of or by virtue of any claim (“Claims”) in respect of: (a) any misuse, abuse, negligence or failure to maintain the Products as specified by CORESTAFF; (b) any modifications, alterations or attachments to the Products which were not undertaken by CORESTAFF or pre-authorized in writing by CORESTAFF; (c) any failure to observe applicable safety regulations governing the proper use of the Product; (d) installation or operation of the Products not in strict conformance with CORESTAFF’s instructions; (e) modification or disassembly of the Products in any way without CORESTAFF’s prior written consent; (f) use of the Products in combination with items, articles or materials not authorized in writing by CORESTAFF; (g) willful misconduct, gross negligence, or fraud committed by CUSTOMER, (h) CUSTOMER’s failure to comply with any applicable statute, regulation, ordinance, rule, order, decree or governmental requirement enacted, promulgated or imposed by any governmental authority; (i) CUSTOMER’s breach of a representation, warranty or covenant given by CUSTOMER under, or breach of an obligation of CUSTOMER pursuant to a provision set forth in, the Agreement, (j) death or bodily injury, or the loss of property of third parties (including personnel of CORESTAFF) caused by CUSTOMER, (k) failure of CUSTOMER to promptly pay sums due to third parties, (l) any Claim arising from or in connection with any actual or alleged infringement or misappropriation of any intellectual property right of any third party by CUSTOMER; and (m) any failure by CUSTOMER to pay applicable taxes, together with any interest and penalties, assessed or imposed against CUSTOMER for which it has responsibility.

If an Indemnified Party determines that it is entitled to indemnification under this Section 7 or other provisions of this Agreement, such Indemnified Party shall promptly notify CUSTOMER and in writing of the Claim brought against such party, but in no event more than ten (10) business days after the party has received notice of such Claim and provide all reasonably necessary or useful information, assistance and authority to settle and/or defend any such claim or action. The selection of counsel, the conduct of the defense of any lawsuit, arbitration, or other proceeding, and any settlement shall solely be within CUSTOMER’s control, provided that the Indemnified Party shall have the right to participate in the defense of such Claim using counsel of its choice, at its expense. No settlement that would impose any costs or expense upon the Indemnified Party shall be made without such party’s prior written consent.

8. **LIMITATION OF LIABILITY.** NEITHER PARTY NOR ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, REPRESENTATIVES, EMPLOYEES AND AGENTS SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE OR OTHER ECONOMIC ADVANTAGE,

REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE).

IN NO EVENT SHALL EITHER PARTY’S AGGREGATE LIABILITY FOR DIRECT DAMAGES ARISING OUT OF THIS AGREEMENT TO THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN CONTRACT, OR PURSUANT TO ANY LEGAL THEORY (INCLUDING NEGLIGENCE), EXCEED THE AMOUNT PAID BY CUSTOMER TO CORESTAFF FOR THE PRODUCTS WHICH ARE SUBJECT MATTER OF THE CLAIM.

THE LIMITATIONS ABOVE APPLY EVEN IF A PARTY HAS BEEN ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES OR FOR A CLAIM ANY THIRD PARTY, AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE LIMITATIONS DESCRIBED IN THIS SECTION 8 DO NOT APPLY TO LIABILITY ARISING FROM: (A) DEATH OR PERSONAL INJURY RESULTING FROM CUSTOMER’S NEGLIGENT ACTS OR OMISSIONS; (B) CLAIMS FOR CUSTOMER’S NON-PAYMENT; (C) CLAIMS ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM CUSTOMER’S INFRINGEMENT OF CORESTAFF’S INTELLECTUAL PROPERTY; (D) THE NON-EXCLUDABLE STATUTORY RIGHTS OF CONSUMERS; OR (V) CUSTOMER’S INDEMNITY OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT AND CONFIDENTIALITY OBLIGATIONS UNDER SECTION 11 BELOW.

THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY, DISCLAIMERS OF WARRANTIES AND LIMITED REMEDIES SET FORTH HEREIN REPRESENT AN INSEPARABLE ALLOCATION OF RISK (INCLUDING, WITHOUT LIMITATION, IN THE EVENT OF A TOTAL AND FUNDAMENTAL BREACH OF THIS AGREEMENT) THAT IS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

9. **FORCE MAJEURE.** CORESTAFF will not be liable for delays in delivery or for failure to perform its obligations due to causes beyond its reasonable control, including, but not limited to, labor disputes, transportation delays, unforeseen circumstances, acts of God, acts or omissions of other Parties, acts or omissions of civil or military authorities, government priorities, fire, strikes, floods, severe weather conditions, computer interruptions, terrorism, epidemics, pandemics, quarantine restrictions, riots, or war. CORESTAFF’s time for delivery or performance will be extended by the period of such delay or CORESTAFF may, at its option, cancel any PO or remaining part thereof without liability by giving written notice to CUSTOMER.

10. **EXPORT CONTROLS.** Products purchased may be subject to export control laws, restrictions, regulations and orders of the United States. CUSTOMER agrees to comply with all applicable export laws, restrictions and regulations of the United States or foreign agencies or authorities, and shall not export, or transfer for the purpose of re-export, any product to any prohibited or embargoed country or to any denied, blocked, or designated person or entity as mentioned in any such United States or foreign law or

regulation. CUSTOMER shall be responsible for obtaining any required license to export, re-export or import.

11. **CONFIDENTIAL INFORMATION.** All information, other than information which is in published form and part of the public domain (through no fault of the CUSTOMER) or expressly designated by CORESTAFF as non-confidential, which is disclosed to the CUSTOMER by CORESTAFF, relating in any way to CORESTAFF's markets, customers, patents, inventions, products, procedures, designs, plans, organization, employees or business in general, together with any information concerning this Agreement including the intellectual property rights, Improvements (defined below), Product specifications and its terms (including pricing) is confidential and proprietary to CORESTAFF, and the CUSTOMER will: (a) not use any such information for any purpose other than as permitted or required for performance by the CUSTOMER of its obligations under this Agreement; (b) not disclose or provide any such information to any third party and to take all necessary measures to prevent any such disclosure by its employees, agents and affiliates; and (c) on request by CORESTAFF, or within five (5) business days after termination of this Agreement, return to CORESTAFF all such information. CUSTOMER acknowledges and agrees that CORESTAFF may be irreparably injured by CUSTOMER's breach of its confidentiality obligations set forth in this Section 11 and that CORESTAFF may be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court to prevent breaches of CUSTOMER's breach of its confidentiality obligations and to enforce specifically the terms and provisions hereof in any action instituted in any court having subject matter jurisdiction, in addition to any other remedy to which CORESTAFF may be entitled at law or in equity in the event of any breach of the provisions hereof. Such remedies shall not be deemed to be the exclusive remedies for a breach of CUSTOMER's confidentiality obligations but shall be in addition to all other remedies available at law or in equity.

12. **OWNERSHIP.** CUSTOMER acknowledges, understands and agrees that while CUSTOMER is purchasing the physical embodiment of the Product, CORESTAFF and its licensors retain sole and exclusive ownership of all intellectual property rights and know-how embodied within and related to such Products and all improvements, enhancements, revisions, customizations or modifications related thereto (collectively, "Improvements"). Except for those rights which are expressly granted by CORESTAFF to CUSTOMER, CUSTOMER is not granted and has no license or rights in or to any such intellectual property, and shall not, directly or indirectly, modify, reverse engineer or disassemble the Products.

CUSTOMER agrees to retain on the Product (or any marketing, sales and technical collateral related thereto) any logos, trademarks, copyright, patent and other proprietary rights notices, or any other markings CORESTAFF may either have placed thereon, or may stipulate in the future, and the CUSTOMER agrees not to deface, tamper with, amend, add to, delete, alter, or in any way obscure such notices or markings.

CUSTOMER shall not infringe, harm or contest the validity of CORESTAFF's (or its affiliates') ownership right described herein, or seek registration of any intellectual property rights or Improvements, in any jurisdiction, relating to CORESTAFF, its

affiliates, or the Products. CUSTOMER will not, and will ensure that none of its affiliates, employees, representatives or agents will, in any manner or to any extent, either directly or indirectly commit any act or omission through any means that is inconsistent with CORESTAFF's (or its affiliates') ownership rights described in this Agreement.

13. **CUSTOMER'S REPRESENTATIONS.** CUSTOMER represents, warrants and covenants to CORESTAFF that, (a) it has full power and authority to enter into this Agreement and each PO, and to perform each and every covenant and agreement contained herein, (b) this Agreement has been duly authorized, executed and delivered by the CUSTOMER and constitutes a valid, binding and legally enforceable agreement against the CUSTOMER, and (c) the CUSTOMER will comply with all applicable rules, laws and regulations affecting this Agreement and its performance hereunder, including maintaining all registrations with government agencies which may be required under the laws applicable to the conduct of the CUSTOMER's business. Specifically, CUSTOMER shall comply with all applicable employment, labor and human rights, health and safety, tax, export control and environmental laws and regulations. Without limiting this requirement CUSTOMER shall not export, re-export, sell, resell or transfer any customer data or any export-controlled commodity, technical data or software (y) in violation of any law, regulation, order, policy or other limitation imposed by the United States or any other government authority with jurisdiction; or (z) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses or equivalent. CUSTOMER agrees to provide to CORESTAFF all documentation and other information reasonably necessary to support or confirm CUSTOMER's compliance with this Section.

14. **TERMINATION.** CORESTAFF may terminate the Agreement (including any applicable PO) with immediate effect in any of the following events: (a) CUSTOMER breaches the Agreement or any other of its obligations to CORESTAFF and fails to remedy such breach (if capable of cure) within thirty (30) calendar days of receiving notice thereof from CORESTAFF; or (b) where any bankruptcy, insolvency, liquidation, reorganization or similar proceedings are commenced with respect to CUSTOMER, or CUSTOMER is adjudged a bankrupt or becomes insolvent; or (c) CUSTOMER makes an assignment for the benefit of, or proposes an arrangement with, its creditors, or a receiver or similar person is appointed in respect of all or any part of CUSTOMER's assets.

Termination of this Agreement for any reason shall not release either Party from any liability which, at the time of such termination, has already accrued to the other Party or which is attributable to a period prior to such termination nor preclude either Party from pursuing all rights and remedies it may have hereunder or at law or in equity with respect to any breach of this Agreement.

The Parties' obligations under this Agreement, which by their nature would continue beyond the termination of this Agreement, shall survive the termination of this Agreement. Specifically, the following Sections shall survive any termination of this Agreement: Sections 7 (Indemnification), 8 (Limitation of Liability), 11 (Confidential Information), 12 (Ownership), 14 (Termination), 15 (Dispute Resolution), and 16 (Miscellaneous Provisions).

Any remedies provided to the non-breaching Party in this Agreement are not the exclusive remedies of such Party, but the non-breaching Party shall be entitled to such other legal and equitable remedies as may be available thereto.

15. **DISPUTE RESOLUTION.** The Parties, through their respective CEO, President or other authorized representative, shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "Dispute") within thirty (30) calendar days after the date that a Party gives written notice of such Dispute to the other Party. If, after such negotiation, the Dispute remains unresolved, either Party may require that a non-binding mediation take place. All mediations shall be held in Santa Clara County, California. In such mediation, the CEO, President or other authorized representative of each Party shall meet for at least three (3) hours with a mediator whom the Parties choose together. If the Parties are unable to agree on a mediator, then either Party is hereby empowered to request the mediation services of Judicial Arbitration and Mediation Services ("JAMS") to appoint a mediator. The mediator's fee and expenses shall be paid one-half by each Party. If mediation is unsuccessful within a reasonable time after commencement of mediation, but not in any event more than thirty (30) calendar days thereafter, the mediator shall so certify, and each Party shall retain the right, but not the obligation, to pursue any legal or equitable remedy available to it in a court of competent jurisdiction. Notwithstanding the foregoing, nothing contained in this Agreement shall preclude either Party from seeking and obtaining specific performance and any other type of injunctive relief from any court having competent jurisdiction hereof to prevent irreparable harm, to maintain the status quo, or for any other purpose for which injunctive relief is available until such time as the controversy is otherwise resolved.

16. **MISCELLANEOUS PROVISIONS.** This Agreement sets forth the complete and final agreement between the Parties and supersedes any and all prior or contemporaneous oral or written communications relating to its subject matter. No amendment, supplement, consent or waiver, express or implied, to or of any provision of this Agreement will be effective unless in writing signed by the Parties hereto and then only in the specific instance and for the specific purpose given. If any provision of this

Agreement is found by any court or arbitrator to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected thereby. Any required notices shall be in writing to the address or facsimile number set forth in the applicable PO. Notices shall be deemed accepted three (3) calendar days after delivery by international courier, or two (2) calendar days following transmission by facsimile (receipt confirmed), or five (5) calendar days after deliver by registered mail. CUSTOMER may not assign or transfer any of the rights, duties or obligations herein without CORESTAFF's prior written consent, which consent may be withheld at CORESTAFF's sole discretion, and any purported attempt to do so shall be null and void. The provisions set out in this Agreement are for the sole benefit of the Parties hereto, and confer no rights, benefits or claims upon any person or entity not a party hereto. Should CORESTAFF engage the services of a collection agency and/or an attorney to enforce any of its rights hereunder or should CUSTOMER fail to make timely payment of any amount due to CORESTAFF hereunder and such action becomes necessary to collect such amount, CORESTAFF shall be entitled to recover from CUSTOMER all costs incurred in connection with such actions, including its reasonable attorneys' fees and expenses. This Agreement is not intended to create a partnership, franchise, joint venture, agency, or fiduciary or employment relationship. Neither Party may bind the other Party or act in a manner which expresses or implies a relationship other than that of independent contractor. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding conflicts of laws principles, and subject to Section 15 above, the jurisdiction of state and federal courts located in Santa Clara County, California. The United Nations Convention on Contracts for the International Sale of Goods will not apply to any dispute arising or related to this Agreement. This Agreement is prepared and executed in the English language only and any translations of this Agreement into any other language shall have no effect. In the event of any proceeding arising out of or related to this Agreement, the prevailing Party shall be entitled to recover from the losing Party all of its costs and expenses incurred in connection with such proceeding, including, without limitation, all court costs and reasonable attorneys' and expert witness' fees, whether or not such proceeding is prosecuted to judgment.

PURCHASE ORDER TERMS AND CONDITIONS (SUPPLIERS)

The following are the binding terms and conditions ("Terms") for the purchase of products ("Products") by CORESTAFF AMERICA, INC., a California corporation or any of its subsidiaries, parent company or affiliates as specified in the applicable PO ("CORESTAFF") from its suppliers ("SUPPLIER") identified in one or more purchase orders submitted by CORESTAFF, and accepted by SUPPLIER (each, a "PO"). The PO, these Terms, together any exhibits, schedules or addenda which may be expressly referenced herein or attached to the PO (collectively, the "Agreement") shall be binding on SUPPLIER. CORESTAFF and SUPPLIER are referenced herein together as "Parties" and each individually as "Party."

1. **PURCHASE ORDERS.** The PO is an offer to purchase Products as set forth on the face thereof. Any of the following acts by SUPPLIER shall constitute its acceptance of the PO; signing and returning a copy of the PO, delivery of any of the Products described in the PO, commencement of performance or informing CORESTAFF in any manner of performance, or returning SUPPLIER's own form of acknowledgement expressly acknowledging these Terms. Any additional or different terms or conditions on SUPPLIER's acknowledgement form, SUPPLIER's terms of sale or otherwise communicated by SUPPLIER in accepting the PO shall be deemed to be a material alteration of the PO and is hereby rejected by CORESTAFF. Any such terms or conditions shall be totally inapplicable to the PO unless specifically agreed to in writing by CORESTAFF. Acceptance of the Products covered by the PO will not constitute acceptance by CORESTAFF of SUPPLIER's conflicting terms and conditions. To the extent the PO is any way deemed to be an acceptance of a quotation or other offer by SUPPLIER, any such acceptance is expressly conditional upon the consent of SUPPLIER to these Terms.

2. **PRICES.** SUPPLIER shall furnish the Products described in the PO accepted by SUPPLIER at the prices described therein. No charge shall be made by SUPPLIER for insurance, handling, packaging or storage except as otherwise set forth in the PO. All prices quoted are exclusive of any federal, state, municipal or other governmental taxes, duties, excise taxes or tariffs, and other charges applicable to the purchase, shipping and delivery of the Products hereunder. CORESTAFF agrees to pay all such charges unless CORESTAFF has delivered an exemption certificate acceptable to SUPPLIER and the applicable government authorities. If applicable, such charges shall appear as a separate item on the applicable invoice.

3. **TERMS OF PAYMENT.** After CORESTAFF's acceptance of Products under any PO, SUPPLIER shall send an invoice, including Product number, PO number, method of shipment and such other information as CORESTAFF may reasonably request. Payment of any SUPPLIER invoice shall not constitute Acceptance (defined below) of the Products and shall be subject to appropriate adjustment for failure of SUPPLIER to meet the requirements of the PO. CORESTAFF may offset any amount owed by SUPPLIER or any of its affiliated companies to CORESTAFF against any amount owed by CORESTAFF to SUPPLIER under the PO. CORESTAFF shall pay all applicable undisputed SUPPLIER invoices in U.S. dollars within thirty (30) calendar days of the

invoice date by check, cash or by wire transfer to SUPPLIER's bank account.

4. **PACKAGING AND DELIVERY.** SUPPLIER shall, in accordance with the delivery processes set out in the PO, deliver the Products to the delivery point ("Delivery Point") specified therein. SUPPLIER shall strictly adhere to all PO delivery schedules. Time is and shall remain of the essence in the performance of each PO. SUPPLIER shall notify CORESTAFF, in writing, immediately of any actual or potential delay to the performance of the PO. Such notice of delay shall include a revised schedule and shall not constitute a waiver to CORESTAFF's rights and remedies hereunder, including, but not limited to, CORESTAFF's right to terminate the PO. The PO must not be shipped more than one week in advance of the time specified herein, without prior approval from CORESTAFF. When more than one shipment is made against any PO, SUPPLIER shall indicate "Final Shipping" on shipping paper and invoice accompanying the last shipment in the PO.

All charges for boxing, packing, crating, and storage are included in the price stated in the PO. Products shall be suitably packed to secure lowest transportation costs and to conform to the requirements of common carriers and any applicable specifications. All packages must bear the PO number.

5. **NON-CONFORMING GOODS, INSPECTION AND ACCEPTION.** SUPPLIER shall notify CORESTAFF of any non-conforming Product detected by the SUPPLIER prior to shipment or at any time after delivery to the CORESTAFF and obtain CORESTAFF approval for nonconforming Product disposition. Upon receipt of notice of any non-conforming Product by SUPPLIER, CORESTAFF shall have the right, at its sole discretion, to choose to cancel the PO and, if CORESTAFF has already paid for the non-conforming Product, SUPPLIER shall be required to fully reimburse CORESTAFF for the amount paid for the non-conforming Product.

All shipments of Products shall be subject to CORESTAFF's right of inspection. CORESTAFF shall have thirty (30) days (the "Inspection Period") following the delivery of the Products at the Delivery Point to undertake such inspection, and upon such inspection CORESTAFF shall either accept the Products ("Acceptance") or reject them. CORESTAFF shall have the right to reject any Products that are delivered in excess of the quantity ordered or are damaged or defective. In addition, CORESTAFF shall have the right to reject any Products that are not in conformance with the specifications set forth in the PO or any other term of the Agreement. Transfer of title to CORESTAFF of Products shall not constitute CORESTAFF's Acceptance of those Products. CORESTAFF shall provide SUPPLIER within the Inspection Period notice of any Products that are rejected, together with the reasons for such rejection. If CORESTAFF does not provide SUPPLIER with any notice of rejection within the Inspection Period, then CORESTAFF will be deemed to have provided Acceptance of such Products. CORESTAFF's inspection, testing, or Acceptance or use of the Products hereunder shall not limit or otherwise affect SUPPLIER's warranty obligations

hereunder with respect to the Products, and such warranties shall survive inspection, testing, Acceptance and use of the Products.

CORESTAFF shall be entitled to return rejected Products to SUPPLIER at SUPPLIER's expense and risk of loss for, at CORESTAFF's option, either: (i) full credit or refund of all amounts paid by CORESTAFF to SUPPLIER for the rejected Products; or (ii) replacement Products to be received within the time period specified by CORESTAFF. Title to rejected Products that are returned to SUPPLIER shall transfer to SUPPLIER upon such delivery and such Products shall not be replaced by SUPPLIER except upon written instructions from CORESTAFF. SUPPLIER shall not deliver Products that were previously rejected on grounds of non-compliance with this Agreement, unless delivery of such Products is approved in advance by CORESTAFF and is accompanied by a written disclosure of CORESTAFF's prior rejection(s).

In the event that CORESTAFF rejects any Products within the Inspection Period, SUPPLIER shall promptly (within no more than one week) issue a Return Material Authorization ("RMA") number upon request from CORESTAFF. CORESTAFF may ship the subject Products pursuant to such RMA collect with all commercially reasonable charges to be paid by SUPPLIER upon receipt. If SUPPLIER fails to provide an RMA number to SUPPLIER within one week of CORESTAFF's request, SUPPLIER agrees to accept return of such Products without an RMA number and to credit CORESTAFF for such Products plus incoming and outgoing transportation charges (if applicable).

6. SUSPECT PARTS/COUNTERFEIT PRODUCTS. SUPPLIER agrees and ensures that suspect parts/counterfeit Products will not be delivered to CORESTAFF. SUPPLIER understands and agrees that counterfeit Products have no value. All Products deemed suspect counterfeit or counterfeit will be dispositioned and mitigated per AS5553 and AS6081. SUPPLIER agrees and acknowledges that Products rejected by CORESTAFF due to the fact that they are considered either counterfeit or suspect counterfeit shall be held, transported and/or stored by CORESTAFF at SUPPLIER's sole expense. SUPPLIER shall promptly reimburse CORESTAFF for any such expenses. Unless the Products that are considered suspect counterfeit or counterfeit are deemed acceptable by an independent testing laboratory chosen jointly by the Parties, the subject Products shall not be returned to SUPPLIER. Defective Products purchased COD will be returned COD to SUPPLIER or the COD check will be cancelled, at CORESTAFF's discretion. CORESTAFF reserves the right to send such Products to the appropriate manufacturer and appropriate authorities for investigation. SUPPLIER shall be liable for all costs relating to impound, investigation, removal, test and inspection or replacement of suspect/counterfeit Products.

7. TITLE AND RISK OF LOSS OR DAMAGE. Except as otherwise set forth in the applicable PO or in these Terms, upon delivery of the Products, title and risk of loss or damage thereto shall pass to CORESTAFF free and clear of all liens, claims, security interests or encumbrances, and no Products shall be subject to any agreement under which any lien, claim, security interest or encumbrance therein or thereon is retained by any third party. SUPPLIER shall furnish, upon CORESTAFF's request, waivers by SUPPLIER and all other persons entitled to assert any lien rights in connection with the performance of the PO and shall indemnify,

defend and hold CORESTAFF against all costs, loss or liability incurred by CORESTAFF as a result of any failure by SUPPLIER any other person to comply with the requirements hereof.

8. RESCHEDULING. CORESTAFF may reschedule Product delivery dates set forth in a PO if written notice of such cancellation is received by SUPPLIER not less than five (5) business days before the shipment of subject Products.

9. PRODUCT WARRANTY. SUPPLIER expressly warrants that the Product provided under the PO will conform to CORESTAFF's specifications and instructions. SUPPLIER further warrants that the Products will be merchantable, non-infringing, free from defects and fit and sufficient for the purpose intended. These warranties are in addition to all other warranties, express, implied or statutory. Payment for, inspection of, or receipt of the Products does not constitute a waiver of any breach of foregoing warranties. In the event of any breach of the foregoing warranty, SUPPLIER will, at its own expense and at CORESTAFF's option either: (a) provide replacement Products satisfactory to CORESTAFF or (b) refund to CORESTAFF the total amount paid for such Products. SUPPLIER will extend all warranties it receives from its suppliers to CORESTAFF and to CORESTAFF's customers.

10. INDEMNIFICATION. SUPPLIER shall indemnify, defend and hold harmless CORESTAFF and its affiliates, and their respective directors, officers, employees and agents (collectively, the "Indemnified Parties" and individually an "Indemnified Party") from and against any and all claims, damages, losses, liabilities, judgments, fines, civil penalties, costs and expenses of any kind or nature whatsoever (including but not limited to interest, court costs and reasonable attorney(s) fees) which in any way arise out of or result from any Products sold to CORESTAFF by SUPPLIER (or anyone directly or indirectly employed by SUPPLIER or anyone for whose acts SUPPLIER may be liable) in connection with any defect or deficiency in the Products sold to CORESTAFF, or SUPPLIER's failure to provide the Products, including injury to or death of any person, damage to or destruction of any property, real or personal, and liability or obligations under or with respect to any violation of federal, state or local laws, regulations, rules, codes and ordinances. This Section shall apply regardless of whether or not the damage, loss or injury complained of arises out of or relates to the negligence of, or was caused in part by, an Indemnified Party. However, nothing contained in this Section shall be construed as a release or indemnity by SUPPLIER of an Indemnified Party from or against any loss, liability or claim arising from the sole negligence or willful misconduct of that Indemnified Party. This Section shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which would otherwise exist in favor of any Indemnified Party, or any other obligation of SUPPLIER to indemnify an Indemnified Party. SUPPLIER agrees, in any instance where claims, suits, actions or legal proceedings are brought against the SUPPLIER and in any way affect CORESTAFF's interests under this Agreement or otherwise, that (i) SUPPLIER shall notify CORESTAFF in a timely manner (not to exceed five (5) business days) after learning of any actual or threatened claims, suits, actions of legal proceedings, and shall not at any time consummate any settlement without CORESTAFF's prior written consent; and (ii) without releasing any obligation, liability or undertaking of SUPPLIER to indemnify CORESTAFF hereunder, CORESTAFF shall have the right to (1) cooperate in the

defense of such claim, (2) with permission of the court, intervene in any such action, and (3) supersede SUPPLIER in the defense of any such claim.

11. LIMITATION OF LIABILITY. IN NO EVENT SHALL CORESTAFF OR ANY OF ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, REPRESENTATIVES, EMPLOYEES AND AGENTS BE LIABLE TO SUPPLIER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE OR OTHER ECONOMIC ADVANTAGE, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE).

IN NO EVENT SHALL CORESTAFF'S AGGREGATE LIABILITY FOR DIRECT DAMAGES ARISING OUT OF THIS AGREEMENT TO SUPPLIER, WHETHER IN CONTRACT, OR PURSUANT TO ANY LEGAL THEORY (INCLUDING NEGLIGENCE), EXCEED THE AMOUNT PAID BY CORESTAFF TO SUPPLIER FOR THE PRODUCTS WHICH ARE SUBJECT MATTER OF THE CLAIM.

THE LIMITATIONS ABOVE APPLY EVEN IF A PARTY HAS BEEN ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES OR FOR A CLAIM ANY THIRD PARTY, AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY, DISCLAIMERS OF WARRANTIES AND LIMITED REMEDIES SET FORTH HEREIN REPRESENT AN INSEPARABLE ALLOCATION OF RISK (INCLUDING, WITHOUT LIMITATION, IN THE EVENT OF A TOTAL AND FUNDAMENTAL BREACH OF THIS AGREEMENT) THAT IS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

12. FORCE MAJEURE. Neither Party shall be liable for defaults or delays due to Acts of God, acts of public enemy, acts or demands of any government or governmental agency, strikes, fire, floods, accidents or other unforeseeable causes beyond its control and not due to its fault, intent or negligence. Each Party shall notify the other in writing of the cause of such delays within five (5) days of the beginning thereof. Each Party reserves the right, by written notice to the other Party, to cancel the PO, without any liability to the other Party, in the event of the continuation of such cause for thirty (30) days or more.

13. CONFIDENTIAL INFORMATION. SUPPLIER shall keep confidential any technical, process, proprietary or economic information derived from drawings, models, specifications and any other data and/or information furnished by CORESTAFF in connection with the PO (the "Confidential Information") and shall not divulge, disseminate, communicate or publish, directly or indirectly, the Confidential Information for the benefit of any other party without CORESTAFF's prior written consent. Except as required for the efficient performance of the PO, SUPPLIER shall not use or permit copies to be made of the Confidential Information without CORESTAFF's prior written consent. If any such reproduction is made with prior written consent, notice referring to the foregoing requirements shall be provided thereon. The

restrictions in this Section regarding the Confidential Information shall be inoperative as to particular portions of the Confidential Information disclosed by CORESTAFF to SUPPLIER if such information: (i) is or becomes generally available to the public other than as a result of disclosure by SUPPLIER; (ii) was available on a non-confidential basis prior to its disclosure to SUPPLIER; (iii) is or becomes available to SUPPLIER on a non-confidential basis from a source other than CORESTAFF when such source is not, to the best of SUPPLIER's knowledge, subject to a confidentiality obligation with CORESTAFF, or (iv) was independently developed by SUPPLIER, without reference to the Confidential Information, and SUPPLIER can verify the development of such information by written documentation. SUPPLIER shall not make any announcement or release any information concerning the PO or any part thereof or with respect to its business relationship with CORESTAFF, to any third party, member of the public, press, business entity, or any official body except as required by applicable law, rule, injunction or administrative order without CORESTAFF's prior written consent.

14. TERMINATION. CORESTAFF may, by notice in writing, direct SUPPLIER to terminate work under the PO in whole or in part, at any time, and such termination shall not constitute default. In such event, CORESTAFF shall have all rights and obligations accruing to it either at law or in equity, including CORESTAFF's rights to title and possession of the Products and materials paid for. CORESTAFF may take immediate possession of all work so performed upon notice of termination. SUPPLIER shall immediately stop work and limit costs incurred on the terminated work. If such termination is for the convenience of the CORESTAFF, CORESTAFF, after deducting any amount(s) previously paid, shall reimburse SUPPLIER for the actual, reasonable, substantiated and allowable costs with the total amount to be paid by the CORESTAFF being determined by negotiation. SUPPLIER is required to submit such proposed costs within ten (10) days of notice of termination for convenience.

Termination of this Agreement for any reason shall not release either Party from any liability which, at the time of such termination, has already accrued to the other Party or which is attributable to a period prior to such termination nor preclude either Party from pursuing all rights and remedies it may have hereunder or at law or in equity with respect to any breach of this Agreement.

The Parties' obligations under the Agreement, which by their nature would continue beyond the termination of this Agreement, shall survive the termination of this Agreement. Specifically, the following Sections shall survive any termination of this Agreement: Sections 10 (Indemnification), 11 (Limitation of Liability), 13(Confidential Information), 14 (Termination) and 15 (Miscellaneous).

15. MISCELLANEOUS. This Agreement sets forth the complete and final agreement between the Parties, and supersedes any and all prior or contemporaneous oral or written communications relating to its subject matter. No amendment, supplement, consent or waiver, express or implied, to or of any provision of this Agreement will be effective unless in writing signed by the Parties hereto and then only in the specific instance and for the specific purpose given. If any provision of this Agreement is found by any court or arbitrator to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be

affected thereby. Any required notices shall be in writing to the address or facsimile number set forth in the applicable PO. Notices shall be deemed accepted three (3) calendar days after delivery by international courier, or two (2) calendar days following transmission by facsimile (receipt confirmed), or five (5) calendar days after delivery by registered mail. SUPPLIER may not assign or transfer any of the rights, duties or obligations herein without CORESTAFF's prior written consent, which consent may be withheld at CORESTAFF's sole discretion, and any purported attempt to do so shall be null and void. The provisions set out in this Agreement are for the sole benefit of the Parties hereto, and confer no rights, benefits or claims upon any person or entity not a party hereto. This Agreement is not intended to create a partnership, franchise, joint venture, agency, or fiduciary or employment relationship. Neither Party may bind the other Party or act in a manner which expresses or implies a relationship other than that of

independent contractor. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding conflicts of laws principles, the jurisdiction of state and federal courts located in Santa Clara County, California. The United Nations Convention on Contracts for the International Sale of Goods will not apply to any dispute arising or related to this Agreement. This Agreement is prepared and executed in the English language only and any translations of this Agreement into any other language shall have no effect. In the event of any proceeding arising out of or related to this Agreement, the prevailing Party shall be entitled to recover from the losing Party all of its costs and expenses incurred in connection with such proceeding, including, without limitation, all court costs and reasonable attorneys' and expert witness' fees, whether or not such proceeding is prosecuted to judgment.