

Helix Purchase Order Terms and Conditions

1. DEFINITIONS. “Deliverables” mean the goods and/or the services identified on the front of this Order. “Helix” means Helix OpCo, LLC or an affiliate, as identified on the front of this Order. “Order” means this purchase order for Deliverables, associated pricing and other relevant information, subject to these terms and conditions. “Vendor” means the company identified on the front of this Order.

2. ACCEPTANCE OF ORDER. Unless this Order is issued pursuant to a master agreement between the parties (in which case the terms of such master agreement apply), this Order shall be a binding contract for the sale of Deliverables between Helix and Vendor. Any terms and conditions proposed by Vendor in conjunction with this Order that are different from or in addition to the terms and condition in this Order (including terms provided in any proposals, quotes, pre-sales documentation, and all pre-printed terms and conditions of any invoice or acknowledgement submitted by Vendor), shall not be binding and shall be of no effect or force. These Order terms and conditions shall apply to the extent a term or condition is not addressed by a master agreement between the parties.

3. PRICES. In consideration for the Deliverables provided to Helix under this Order, Helix shall pay Vendor the amount agreed upon and specified on the front of this Order. Should Vendor lower their standard list pricing or experience a reduction in the cost basis for the Deliverables prior to the completion of this Order, Vendor shall immediately reduce the price for the unaccepted or incomplete Deliverables, and shall apply a credit to any future Order equal to the amount of any overpayments Helix may have made for Deliverables not yet accepted.

4. PAYMENT. Unless otherwise identified on the front of this Order, Helix shall pay all properly submitted and undisputed invoices within thirty (30) days from receipt of invoice by Helix (remit to address: ap@helix.com). Vendor acknowledges that payment of any invoice against this Order shall not constitute acceptance by Helix of any Deliverables. Vendor shall submit invoices in compliance with applicable tax legislation in the local jurisdiction and showing Helix’s Order number, description of Deliverables, quantities, unit prices, extended totals, completion date of services (if applicable), shipping dates, product serial numbers and any other information requested by Helix. Helix may reject an invoice for non-compliance of this section. All invoices shall be issued in the currency set out in the Order. All claims by Vendor for payment due or to become due from Helix shall be subject to deduction or set off by Helix by reason of any claim arising out of this Order or any other transaction between Helix and Vendor. Helix shall not be obligated to pay any invoice submitted one hundred eighty (180) days or more after provision of the Deliverables.

5. TITLE AND RISK OF LOSS. Any Deliverables that are goods shall be shipped DDP (Incoterms 2010) to the shipping address identified on the front of this Order. Title to any Deliverables that are goods shall not pass from Vendor to Helix until Helix’s final acceptance (pursuant to Section 8 below). Vendor assumes all risk of loss of or damage prior to acceptance of any Deliverables that are goods by Helix.

6. SHIPMENT; INSTALLATION; PACKAGING. Any Deliverables that are goods shall be packed and shipped according to applicable industry standards to ensure they are received by Helix in good condition. Vendor shall make best efforts to: (a) package Deliverables so as to reduce the amount of packaging that Helix disposes of; (b) use packaging materials that are easily recycled or reused; and (c) use reusable packaging. If directed by Helix, Vendor shall ship all Deliverables that are goods using a carrier of Helix’s choice. A packing slip, commercial invoice (if applicable) or any other documentation requested by Helix must be enclosed with each shipment, referencing Helix’s Order number and the contents of the package. If shipping multiple packages, Vendor shall enclose a packing slip for each package. If Vendor fails to provide packing slips, Helix’s count or weight for a package or packages shall be conclusive. Vendor shall not ship in advance of any schedule detailed in the Order, or make partial shipments without Helix’s prior written approval. For any Deliverables to be installed at Helix’s location, Vendor shall at all times: (a) require competent supervisory personnel to be present during installation; (b) keep Helix’s location clean and safe from debris and hazards; and (c) comply with all applicable federal, state and local government requirements and Helix’s on-site policies. Upon completion of the installation, Vendor shall remove all its equipment and unused material, thoroughly clean up all packaging, refuse and debris, and leave Helix’s location in good and orderly condition.

7. DELIVERY. Time is of the essence. Provision of all Deliverables shall be made when stated, on time and in full, strictly in accordance with the dates, requirements and terms identified in this Order, and any other terms, specifications, or requirements Helix communicates to Vendor. Failure to perform in a timely manner (including, without limitation, late delivery), unless approved by Helix in writing, shall entitle Helix to (a) without liability, terminate this Order (or that portion of the Order that is delayed); or (b) procure Deliverables elsewhere; and hold Vendor accountable for replacement costs and/or damages arising from Vendor's failure to deliver. In the event Helix approves a late delivery, Vendor shall incur all additional costs for the expedited shipment. Vendor shall provision all Deliverables.

8. INSPECTION, ACCEPTANCE AND REJECTION. Helix reserves the right (but shall not be obligated) to inspect all Deliverables after the date delivered and/or performed. Helix's decision not to inspect or reject any Deliverable shall not affect its rights under this Order. If acceptance of a Deliverable is required, Helix shall provide written acceptance within a period of time agreed upon by the parties. Helix also reserves the right to accept or reject Deliverables that are delivered under or in excess of five percent (5%) of the quantity required for that Deliverable's line item. Rejected Deliverables shall be returned to Vendor, at its sole risk and expense and, if directed by Helix, shall either (a) immediately ship replacement Deliverables that are goods or (b) re-perform Deliverables that are services to Helix's satisfaction. In its sole discretion and in addition to its other rights, Helix may cancel this Order for non-conformance of the Deliverables, and shall charge Vendor all expenses related to Helix's inspection, return and rejection of the Deliverables, including unpacking, inspection, repackaging and shipment.

9. OWNERSHIP OF WORK PRODUCT. Vendor agrees that all Deliverables (or portions thereof) shall be the sole and exclusive property of Helix. Vendor hereby irrevocably assigns to Helix all right, title and interest worldwide in and to all Deliverables, and to any ideas, concepts, processes, discoveries, developments, formulae, information, materials, improvements, designs, artwork, content, software programs, other copyrightable works, and any other work product created, conceived or developed by Vendor (whether alone or jointly with others) for Helix under this Order, including all copyrights, patents, trademarks, trade secrets, and other intellectual property rights therein (the "Work Product"). Vendor agrees to execute, at Helix's request and expense, all documents and other instruments necessary or desirable to confirm such assignment. Vendor hereby irrevocably appoints Helix as Vendor's attorney-in-fact for the purpose of executing such documents on Vendor's behalf, which appointment is coupled with an interest. Vendor shall deliver any Deliverables in accordance with the requirements of this Order and disclose promptly in writing to Helix all other Work Product.

10. OTHER RIGHTS. If Vendor has any rights, including without limitation "artist's rights" or "moral rights," in the Work Product that cannot be assigned, Vendor hereby unconditionally and irrevocably grants to Helix an exclusive (even as to Vendor), worldwide, fully paid and royalty-free, irrevocable, perpetual license, with rights to sublicense through multiple tiers of sublicensees, to use, reproduce, distribute, create derivative works of, publicly perform and publicly display the Work Product in any medium or format, whether now known or later developed. In the event that Vendor has any rights in the Work Product that cannot be assigned or licensed, Vendor unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against Helix or Helix's customers.

11. PREEXISTING IP. Vendor agrees not to use or incorporate into Work Product any intellectual property developed by any third party or by Vendor other than in the course of fulfilling its obligations under this Order ("Preexisting IP"). In the event Vendor uses or incorporates Preexisting IP into Work Product, Vendor hereby grants to Helix a non-exclusive, perpetual, fully-paid and royalty-free, irrevocable and worldwide right, with the right to sublicense through multiple levels of sublicensees, to use, reproduce, distribute, create derivative works of, publicly perform and publicly display in any medium or format, whether now known or later developed, such Preexisting IP incorporated or used in Work Product. However, in no event shall Vendor incorporate into the Work Product any software code licensed under the GNU GPL or LGPL or any similar "open source" license without Helix's prior written consent. Vendor represents and warrants that Vendor has an unqualified right to license to Helix all Preexisting IP as provided in this section.

12. CONFIDENTIALITY. Unless expressly provided herein, Vendor agrees not to use, copy, alter or directly or indirectly disclose any of Helix's proprietary or confidential information whether written or verbal ("Confidential Information"), except in the course of performing its obligations under this Order. Additionally, Vendor agrees to limit its distribution of Confidential Information to Vendor's employees who have a need to know. In no event shall Vendor use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized disclosure of Confidential Information. Vendor shall not advertise or release any statement mentioning Helix or the fact that Vendor has contracted to furnish goods to Helix without the prior written consent of Helix. Notwithstanding the foregoing, Helix shall have the right to use any information concerning Vendor's products, manufacturing methods, or processes which Vendor shall disclose to Helix without restriction during the performance of the Order.

13. REPRESENTATIONS AND WARRANTIES. Vendor represents and warrants that: (a) Vendor has full authority to enter into this Order; (b) Vendor is authorized to sell or perform the Deliverables to Helix; (c) all Deliverables shall comply with their descriptions on the front of this Order or other documentation that may accompany the Deliverables; (d) all Deliverables that are goods shall be new, genuine, and free from design defect, claim, encumbrance or lien; (e) all Deliverables that are manufactured specifically for Helix shall conform to all specifications, drawings, descriptions and statements of work furnished by Helix; (f) any Deliverables that are services shall be performed in a professional and workmanlike manner consistent with best industry practices; and (g) it shall comply with all applicable federal, state and local laws, ordinances, rules, and regulations in the performance of its obligations under this Order. Subject to Section 9 above, Vendor agrees promptly to replace, repair or re-perform any Deliverable not conforming to any specifications or warranties in this Order ("Nonconforming Deliverable"), without any expense to Helix. In the event of Vendors failure promptly to replace, repair or re-perform such Nonconforming Product(s), Helix, after reasonable notice to Vendor, may replace, repair or re-perform such Nonconforming Product(s) and charge Vendor for all costs incurred by Helix in doing so.

14. INDEMNIFICATION. Vendor shall indemnify, defend and hold harmless Helix, its affiliates, and their respective officers, directors, agents, employees, subcontractors or other representatives from and against any and all loss, liability, cost or expense (including attorney's fees and court costs), which is based on or in any manner arises out of or is incidental to (a) alleged infringement of any patent, trademark, copyright or other proprietary right arising from the sale or use of any Deliverable, (b) any breach by Vendor of any warranty, representation or covenant contained in this Order; (c) breach of Vendor's confidentiality obligations; (d) any loss, damage, or injury to persons or property or damage to the extent based on or in any manner directly arising out of the negligence or willful misconduct by Vendor; (e) Vendor's failure to satisfy any requirement of being an independent contractor to Helix or applicable employment laws; and (f) any labor claim made against Helix by Vendor's personnel. Helix reserves the right to be represented by and actively participate through its own counsel in any such suit or proceedings. In case any Deliverable, or any part or use thereof, is held to constitute an infringement, Vendor shall, at its own expense, either procure for Helix the right to continue using such Deliverable or part thereof, or replace the same with a substantially equal but non-infringing Deliverable meeting the requirements of this Order. In the event Vendor does not or cannot procure such rights, or replace such Deliverable, Vendor shall promptly refund to Helix all payments made under this Order.

15. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) IN NO EVENT SHALL HELIX BE LIABLE UNDER ANY LEGAL THEORY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES, HOWEVER CAUSED, ARISING OUT OF OR RELATING TO THIS ORDER, EVEN IF HELIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) IN NO EVENT SHALL HELIX'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS ORDER (REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE FEES PAYABLE BY HELIX HEREUNDER. NOTHING IN THIS ORDER SHALL EXCLUDE VENDOR'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE.

16. MANUFACTURING/PROCESS CHANGES. Vendor must notify Helix at least ninety (90) days prior to any changes in the following: component formulations, manufacturing process, component testing procedure, manufacturing or testing facilities or equipment, critical raw materials or source of animal derived materials. Vendors must notify Helix within thirty (30) days of any of the following: component problems and/or recalls and any enforcement actions

initiated against the Vendor by a regulatory agency.

17. TERMINATION FOR CONVENIENCE BY HELIX. Helix may terminate this Order in whole or in part at its discretion and without any liability to Vendor for damages or loss upon ten (10) days written notice to Vendor, except for payment of the Deliverables supplied or performed and accepted by Helix prior to the date of termination.

18. TERMINATION FOR CAUSE BY HELIX. Helix may terminate this Order upon written notice to Vendor if Vendor: (a) fails to perform or otherwise materially breaches any term of this Order and such failure or breach is not remedied within seven (7) days of Helix's notice to do so; (b) files a petition in bankruptcy, becomes insolvent, or dissolves; (c) breaches Section 10 or Section 19; or (d) assigns or attempts to assign this Order in whole or in part to a third party without prior written consent of Helix.

19. EFFECT OF TERMINATION. Upon termination of this Order for any reason, Vendor shall promptly deliver at its expense and in accordance with Helix's instructions, all Deliverables (whether in process or completed) created by Vendor pursuant to such Order prior to the date of termination, and shall return all Helix Confidential Information (or destroy all Confidential Information and certify in writing to Helix its destruction of all Confidential Information).

20. SURVIVAL OF OBLIGATIONS. The obligations hereunder which by their terms might apply after the completion or termination of this Order (including, without limitation, Sections 12, 13, 14, 15 and 21) shall survive such completion or termination of this Order.

21. EXPORT OBLIGATIONS. If Deliverables originate from a country outside Helix's delivery location, and are subject to the export control laws and regulations of that country, Vendor agrees to abide by all applicable export control laws and regulations of that country. In addition, Vendor shall indemnify Helix for all liabilities, penalties, losses, damages, costs or expenses that may be imposed upon Helix in connection with any violations of such laws and regulations by Vendor. Vendor shall also be responsible for complying with any laws or regulations governing the importation of Deliverables into the country where Helix's delivery location resides.

22. INSURANCE REQUIREMENTS. Vendor shall maintain adequate health, auto, workers' compensation, unemployment compensation, disability, liability, and other insurance, as is required by law or as is the common practice in Vendor's industry, whichever affords greater coverage.

23. AUDITS. Helix reserves the right, during normal working hours, upon reasonable advance notice, and on an annual basis, to audit Vendor's books and records to verify Vendor's compliance with this Order.

24. ASSIGNMENTS AND SUBCONTRACTING. Helix may assign any or all of its rights or delegate any or all of its obligations under this Order to one or more third parties without the consent of Vendor. Vendor may not assign any of its rights or delegate any of its obligations under this Order to any third party without the prior written consent of Helix. No part of this Order may be subcontracted without the prior written consent of Helix.

25. FORCE MAJEURE. Helix shall not be liable for any delay in, or failure of, delivery or acceptance, or any other impairment of its performance under this Order, in whole or in part caused by the occurrence of any contingency beyond its control, including, without limitation, war, riot, governmental action, strikes or other labor trouble, fire, accident or unusually severe weather, except that Helix shall be responsible for Vendor's direct additional costs in holding Deliverables or delaying performance under this Order at Helix's request.

26. WAIVER. Any waiver by either party of a breach of any provision of this Order shall not operate as, or be construed to be, a waiver of any other breach of such provision or of any breach of any other provision of this Order. Any waiver must be in writing. Failure by either party to insist upon strict adherence to any term of this Order on one or more occasions shall not be considered a waiver or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Order.

27. SEVERABILITY. If any provision of this Order is deemed to be invalid, illegal or unenforceable, the validity, legality

and enforceability of the remaining provisions shall not in any way be affected.

28. APPLICABLE LAW. This Order and any action related thereto shall be governed by and construed in accordance with the laws of the State of California without reference to conflict of law principles. Vendor hereby expressly consents to personal jurisdiction and venue in the state courts located in San Mateo County and the federal courts located in San Francisco County, California for any dispute which arises from or relates to this Order.

29. INDEPENDENT CONTRACTOR STATUS. The parties are independent contractors and shall have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Order shall not be construed to create or imply any partnership, agency or joint venture.

30. ENTIRE AGREEMENT. Unless this Order is issued pursuant to a master agreement between the parties (in which case the terms of such master agreement apply), this Order constitutes the complete and exclusive statement of the terms of the agreement between Helix and Vendor with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments or understandings with respect to such subject matter. No modification to the terms of this Order shall be binding unless amended in writing and executed by the parties.