

PURCHASE ORDER
UNM FOUNDATION, INC.

1. ACCEPTANCE AND REJECTION. If prior to final acceptance, any goods or services are found to be defective or not as specified, or if the Foundation is entitled to revoke acceptance of them the Foundation may reject or revoke acceptance, require Seller to correct without charge within a reasonable time, or require delivery at an equitable reduction in price, at the Foundation's option. Seller shall reimburse the Foundation for all incidental and consequential costs related to unaccepted goods or services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Acceptance of goods or services shall not waive the right to claim damages for breach of contract.

2. AGREEMENT. This Purchase Order is the sole and entire Agreement between the parties; any documents incorporated into this Agreement are listed explicitly on the front side of this Purchase Order, or are incorporated by implication by the terms of this Purchase Order. Any terms inconsistent with or in addition to this Purchase Order proposed by Seller are deemed rejected unless agreed to in writing by an appropriate Foundation official.

3. ASSIGNMENT. This Purchase Order is assignable by the Foundation. Except as to any payment due hereunder, this Purchase Order is not assignable by Seller without written approval from the Foundation.

4. CHANGES. The Foundation may make changes within the general scope of this Purchase Order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this Purchase Order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without written approval of the Foundation. Any claim of Seller for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change. Nothing in this Paragraph shall excuse Seller from proceeding with the performance of the Purchase Order as changed hereunder.

5. CONFLICT OF INTEREST. Seller shall disclose to the Foundation the name(s) of any Foundation employee or member of the Foundation Board of Trustees who has a direct or indirect financial interest in the Seller or in the proposed transaction. A Foundation employee (or Trustee) has a direct or indirect financial interest in the Seller or in the proposed transaction if presently or in the preceding twelve (12) months the employee/Trustee or a close relative has an ownership interest in the Seller (other than as owner of less than 1% of the stock of a publicly traded corporation); works for the Seller, is a partner, officer, director, trustee or consultant to the Seller, has received grant, travel, honoraria or other similar support from the Seller, or has a right to receive royalties from the Seller. Seller shall file a Conflict of interest Disclosure form with the Foundation Vice President and General Counsel.

6. DISCOUNTS. If prompt payment discounts apply to this Purchase Order any discount time will not begin until the materials, supplies, or services have been received and accepted and a correct invoice received by the Foundation's Accounts Payable Department. In the event testing is required prior to acceptance, the discount time shall begin upon completion of the tests and acceptance.

7. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION. In performing the services required under this Purchase Order, each party shall be an equal opportunity employer and shall conform to all affirmative action and other applicable requirements; accordingly, each party shall neither discriminate nor permit discrimination in its operations or employment practices

against any person or group of persons on the basis of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or medical condition, sexual preference, prior military involvement or any other manner prohibited by law.

8. F.O.B. Unless stated otherwise, the price for goods is F.O.B. the place of destination, and the place of destination is the Foundation's address: 700 Lomas NE, Two Woodward Center.

9. INDEMNIFICATION AND INSURANCE. Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the goods delivered by Seller or the performance of the work by Seller its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of the Foundation. Seller shall indemnify, defend and hold harmless the Foundation, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damages and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action. Seller will also indemnify, defend and hold harmless the Foundation against any joint and several liabilities imposed against the Foundation with respect to strict products liability claims attributable to the fault of the Seller. Seller agrees that it and its subcontractors will maintain general liability, product liability and property damage insurance in reasonable amounts covering the above obligation and will maintain workers' compensation coverage covering all employees performing under this Purchase Order on premises occupied by or under the control of the Foundation.

10. INDEPENDENT BUSINESS. Neither Seller nor any of its agents shall be treated as an employee of the Foundation for any purpose whatsoever. Seller declares that Seller is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Purchase Order. Seller further declares that it is engaged in the same or similar activities for other clients and that the Foundation is not Seller's sole or only client or customer.

11. INSPECTION. The Foundation may inspect, at any reasonable time, any part of Seller's plant or place of business, which is related to performance of this Purchase Order. Final inspection will be made at the destination upon completion of delivery of goods and services. Acceptance of delivery shall not be considered acceptance of the goods and/or services furnished. Final inspection shall include any testing or inspection procedures required by the Specifications.

12. INSTRUMENTALITIES: Seller shall supply all equipment, tools, materials and supplies to accomplish the designated tasks except as set forth in this purchase order or its attachments.

13. OTHER APPLICABLE LAWS. Any provision required to be included in a purchase order of this type by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

14. PATENT AND COPYRIGHT INDEMNITY. Seller shall indemnify, defend and hold harmless the Foundation against all losses, liabilities, lawsuits, claims, expenses (including attorneys' fees), costs, and judgments incurred through third party claims of infringement of any copyright, patent, trademark or other intellectual property rights.

15. PAYMENT TERMS. Upon written request from Seller for payment, the Foundation shall, within 30 days, issue a written certification of complete or partial acceptance or rejection, with payment to follow within 30 days after certificate of acceptance. Late payment charges shall be ½ of 1% per month.

16. PAYROLL OR EMPLOYMENT TAXES. No federal, state, or local income, payroll or employment taxes of any kind shall be withheld or paid by the Foundation with respect to payments to Seller or on behalf of Seller its agents or employees. Seller shall withhold and pay any such taxes on behalf of its employees as required by law. The payroll or employment taxes that are the subject to this paragraph include but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. If Seller is not a corporation, Seller further understands that Seller may be liable for self-employment (Social Security) tax, to be paid by Seller according to law.

17. SELLER'S EMPLOYEES AND AGENTS. Seller shall have complete charge and responsibility for persons employed by Seller and engaged in the performance of the specified work. The Seller, its agents and employees state that they are independent contractors and not employees of the Foundation. Seller, its agents and employees shall not accrue leave, retirement, insurance, bonding or any other benefit afforded to employees of the Foundation as a result of this Purchase Order.

18. TERMINATION AND DELAYS. The Foundation may by written notice stating the extent and effective date, terminate this Purchase Order for convenience in whole or in part, at any time. The Foundation shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion: and (2) incidental damages, not otherwise recoverable from other sources by Seller, as approved by the Foundation, with respect to the undelivered or unaccepted portion of this Purchase Order provided compensation hereunder shall in no event exceed the total Purchase Order price. Such amount will be limited to Seller's actual cost, and may not include anticipated profits. The Foundation shall not be liable for consequential damages. The Foundation may by written notice terminate this Purchase Order in whole or in part for Seller's default if Seller refuses or fails to comply with the provisions of this Purchase Order or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such event, the Foundation may otherwise secure the materials, supplies or services ordered, and Seller shall be liable for damages suffered by the Foundation thereby, including incidental and consequential damages. If after notice of termination, the Foundation determines Seller was not in default, or if Seller's default is due to failure of the Foundation, termination shall be deemed for the convenience of the Foundation. The rights and remedies of the Foundation provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order as used in this paragraph, the word "Seller" includes Seller and Seller's sub-suppliers at any tier.

19. TITLE AND DELIVERY. Title to the materials and supplies passed hereunder shall pass to the Foundation upon acceptance at the FOB point specified, subject to the right of the Foundation to reject. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval thereto from the Foundation. Time is of the essence and the purchase order is subject to termination for failure to deliver on time.

20. WARRANTIES. Seller warrants the goods and/or services furnished to be exactly as specified in this Purchase Order, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties express and implied

are incorporated herein.

21. WORKERS COMPENSATION. No workers compensation insurance has been or will be obtained by Foundation on account of Seller or its employees or agents. Seller shall comply with the workers compensation laws with respect to Seller and Seller's employees and agents.