

PURCHASE ORDER TERMS AND CONDITIONS - GOODS:

Processing or written acceptance of this purchase order will evidence acceptance of the following terms and conditions.

DELIVERY SCHEDULE: Delivery must be affected within the time specified in this Purchase Order. If delivery is not timely made, Kallyope may, in addition to its other rights and remedies, direct Vendor to make expedited routing at Vendor's expense. Failure to deliver goods as per the agreed schedule may result in order cancellation. Vendor shall not procure, produce or ship any goods unless authorized in writing by Kallyope or as necessary to meet specific delivery dates. Shipments received by Vendor in advance of the scheduled delivery date may be returned to Vendor at Vendor's expense, and such determination shall be at the sole discretion of Kallyope.

DELIVERY AND TRANSPORTATION: The goods shall be properly packed, marked, loaded, and shipped as required by the transporting carrier. Contracted courier services, vehicles, and personnel must meet Certificate of Insurance requirements from Alexandria Real Estate Equities, Inc. to use the loading dock.

PRICE VALIDITY: Any price adjustments or variations to the prices quoted in this Purchase Order require prior written agreements between Kallyope, Inc. ("Kallyope") and the Vendor.

PAYMENT TERMS: Unless authorized by Kallyope, a separate invoice must be submitted in respect of each Purchase Order. Each invoice shall reference the identification number of the corresponding Purchase Order. Kallyope shall have a reasonable time after delivery of the goods to inspect them and to reject or refuse acceptance of goods not conforming to the Purchase Order. Payment for goods pursuant to the Purchase Order shall not constitute acceptance by Kallyope of the goods.

TAX EXEMPTION: The price shall reflect any tax exemption to which Kallyope may be entitled.

EXPORT LICENSE: Unless there is prior written agreement that states otherwise, then the Purchase Order is subject to the Vendor obtaining any export license or other governmental authorization which may be necessary. It will be the responsibility of the vendor to obtain such license or authorization, In the event of refusal of any necessary export license or other governmental authorization, the Purchase Order will be cancellable.

RISK OF LOSS, DAMAGE OR DESTRUCTION: Risk of loss, damage to, or destruction of the goods shall be borne by the Vendor until physical delivery of the goods has been completed in accordance with the Purchase Order.

CANCELLATION: All Purchase Orders will expire 12 months from the date of issuance unless there is a prior written and executed agreement between Kallyope and the Vendor that requires a Purchase Order to be billable for greater than 12 months. Kallyope reserves the right to cancel this Purchase Order in writing, in part or in full, if the Vendor fails to meet the agreed upon terms, including quality standards, delivery schedules, or other contractual obligations. Such cancellation shall not incur any liability beyond payment for work or goods satisfactorily delivered up to the cancellation date.

AMENDMENTS: Any amendments or modifications to this Purchase Order must be in writing and agreed to by the authorized representatives of both parties.

WARRANTY: The Vendor warrants that the use or supply by Kallyope of the goods delivered under the Purchase Order do not infringe any patent, trade name, trademark or other third party right.

RIGHTS OF KALLYOPE: In case of failure by the Vendor to comply with the Terms and Conditions of this Purchase Order, Kallyope may, after giving the Vendor reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights: (a) Procure all or part of the goods from other sources, in which event Kallyope may hold the vendor responsible for any additional cost occasioned thereby. (b) Refuse to accept delivery of all or parts of the goods; and/or (c) cancel the Purchase Order and any underlying agreement.

CONFIDENTIALITY: The Vendor agrees to keep all information received from Kallyope in connection with this Purchase Order confidential and to use such information only for the purposes of fulfilling this order."

If terms and conditions are included in a prior written and executed agreement between Kallyope and the Vendor, then those terms shall supercede the aforementioned terms and conditions.