1. **Acceptance of Purchase Order**

Agreement by Seller to provide and furnish the materials, parts, and products ("goods"), services or Subcontract Data Requirements Lists (SDRLs) in accordance with the Subcontractor Scope of Work or its commencement of such performance, or acceptance of any payment, shall constitute Seller's unqualified acceptance of this Purchase Order. Any prices or delivery schedule to which Buyer has not specifically agreed to in writing, or any other terms or conditions proposed by Seller inconsistent with or in addition to the terms and conditions herein, shall be void. Modifications or additions to these Purchase Order terms and conditions must be in writing and signed by Buyer's Purchasing Representative. These terms and conditions, together with all supplements, documents, exhibits, attachments, and any other agreements incorporated by reference into this Purchase Order, constitute the entire agreement between Buyer and Seller (collectively "the Parties" and singularly a "Party") with respect to the subject matter of this Purchase Order, and supersede any prior or contemporaneous written or oral agreements pertaining thereto.

2. **Shipping Instructions; Risk of Loss**

a. Seller shall be responsible for ensuring the proper packaging of goods hereunder. Seller shall not charge for packing, crating, freight, local cartage, and/or any other services unless so specified in this Purchase Order.

b. Unless otherwise directed by Buyer in writing, Seller shall consolidate shipments on one bill of lading or air waybill when shipping goods on the same day from and to a single location. Seller shall submit all required shipping papers to Buyer prior to final payment. Title to goods furnished under this Purchase Order shall pass to Buyer upon formal acceptance, regardless of when or where Buyer takes physical possession, unless the Purchase Order specifically provides for earlier passage of title.

c. When Buyer purchases F.O.B. Origin ("F.O.B. the place of shipment", as defined in the Uniform Commercial Code Section 2-319), Seller shall bear the expense of and risk of loss of, or damage to, the goods until Seller delivers the goods to the carrier that Buyer designates. Seller shall not insure or declare a value except when transportation rates are based on "released value," in which instance Seller shall annotate on the bill of lading the lowest released value provided in applicable tariffs.

d. For goods purchased F.O.B. Destination (as "F.O.B. the place of destination" is described in the Uniform Commercial Code Section 2-319) Seller shall bear the expense of transport of, and risk of loss or damage to, the goods to the named place.

e. Purchase Order number(s) and the relevant line-item number(s) must appear on all correspondence, shipping labels, and shipping documents, including all packing sheets, bills of lading, air waybills, and invoices.

3. **Delivery; Notice of Delay; Obsolescence**

a. On time performance is a material condition of this Purchase Order and failure to perform according to the delivery schedule in this Purchase Order, if unexcused, shall be considered a material breach. Acceptance of late deliveries shall not constitute waiver of this provision. Buyer may refuse or return, at Seller's risk and expense, shipments made in excess of this Purchase Order or in advance of required schedules. Buyer may defer payment on advance deliveries until scheduled delivery dates.

b. Seller shall notify Buyer in writing immediately of any actual or potential delay to the performance of this Purchase Order. Such notice shall include a proposed revised schedule, but such notice and proposal or Buyer's receipt or acceptance thereof, shall not constitute a waiver of Buyer's rights and remedies hereunder.

c. During performance of this Purchase Order, Seller shall notify Buyer of any planned obsolescence of the goods set out in this Purchase Order.

4. **Termination for Convenience (52.249-2)**

FAR 52.249-2, Termination for Convenience of the Government (Fixed Price) (APR 2012) is hereby incorporated and made a part hereof by this reference, except for the substitution of the parties in which "Government" means "Buyer", (except that in any express obligation to transfer or assign title to property shall be modified such that "Government" means "Government or Buyer", specifically in subparagraph (b) (8), and at the first occurrence thereof in paragraph (h) , and in paragraph (n) it shall mean "Buyer and the Government"). The substitution of the parties in which "Contracting Officer" means "Buyer's Purchasing Representative", and "Contractor" means "Seller" is applicable to this clause. In paragraph (d) the term "45 days" is changed to "90 days." The term "one-year" in paragraph (e) is changed to "six months." The term "90 days" in paragraph (l) is changed to "45 days."

5. **Termination for Default (52.249-9) and (52.2.49-8)**

FAR 52.249-8, Default (Fixed-Price Supply and Service) and FAR 52.249-9, Default (Fixed-Price Research and Development) are hereby incorporated and made a part hereof by this reference, except for the substitution of the parties in which "Government" means "Buyer", "Contracting Officer" means "Buyer's Purchasing Representative", and "Contractor" means "Seller" in all paragraphs thereof except in paragraph (c) "Government" means "Government or Buyer". All reference therein to "Disputes" shall mean the "Disputes" clause of this contract. Buyer may terminate this contract in whole or, or in part, for Seller's default in accordance with this clause.

6. **Force Majeure**

Except for a default of Seller's subcontractor at any tier, neither Buyer nor Seller shall be liable for any failure to perform due to any cause beyond their reasonable control and without their fault or negligence, including acts of God or of the public enemy, acts of the U.S. Government, State, and local Government in its sovereign or contractual capacity (including acts of government related to economic sanctions and embargoes), wars, fires, floods, epidemics, earthquakes, terrorism, quarantine restrictions, strikes, freight embargoes, hurricanes, and unusually severe weather. In the event that causes the type described above ("Force Majeure") adversely affect performance of this Purchase Order, the Party whose performance is so affected shall so notify the other Party's authorized representative in writing. Buyer may reasonably adjust the delivery schedule due to the existence of a Force Majeure.

7. **Disputes and Governing Law**

a. Either Party may submit a dispute to a court of competent jurisdiction provided that the Parties' senior management representatives have first attempted in good faith to negotiate a resolution for a period of no less than ten (10) business days following written notice from the Party claiming dispute. To the extent permitted by applicable law, the Parties waive any right they may have to a trial by jury. Either Party may seek injunctive or other equitable relief in any court of competent jurisdiction at any time.

b. Pending resolution or settlement of any dispute arising under this Purchase Order, Seller will proceed diligently as directed by Buyer with the performance of this Purchase Order. Irrespective of the place of performance, this Purchase Order shall be governed and construed in accordance with the laws of the State within the United States from which Buyer issues this Purchase Order, without regard to its conflicts of law's provisions. However, any provision in this Purchase Order that is: (i) incorporated in full text or by reference from the Federal Acquisition Regulation (FAR) or; (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR or; (iii) that is substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contracts appeals, and quasi-judicial agencies of the United States Government. The provisions of the "United Nations Convention on Contracts for International Sale of Goods" shall not apply to this Purchase Order.

8. **Remedies**

a. Buyer may exercise all rights and remedies at law and in equity, including those set forth in Article 2 of the Uniform Commercial Code for both goods and services ordered hereunder. Failure of either Party to

enforce any of its rights shall not constitute a waiver of such rights or of any other rights and shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies; rather, the same shall remain in full force and effect.

b. Buyer shall be entitled at all times to set off any amount owing at any time from Seller to Buyer, against any amount payable at any time by Buyer to Seller.

9. **Proprietary Rights**

a. Unless otherwise expressly set forth in this Purchase Order, all specifications, information, data, drawings, software and other items supplied to Buyer by Seller shall be submitted and protected in accordance with Seller's proprietary markings in accordance with the party's non-disclosure agreement. Technical data or software assertions shall be protected in accordance with the appropriate FAR and DFARS clauses incorporated into this Order.

b. All specifications, information, data, drawings, software and other items which are (i) supplied to Seller by Buyer or (ii) obtained or developed by Seller in the performance of this Purchase Order or paid for by Buyer shall be proprietary to Buyer, shall be used only for purposes of providing goods or services to Buyer pursuant to this Purchase Order, and shall not be disclosed to any third party without Buyer's express written consent. All such items supplied by Buyer or obtained by Seller in performance of this Purchase Order or paid for by Buyer shall be promptly provided to Buyer on request or upon completion of this Purchase Order.

c. Any invention or intellectual property first made or conceived by Seller in the performance of this Purchase Order or which is derived from or based on the use of information supplied by Buyer (collectively, the "Foreground IP") shall be considered to be the property of Buyer. Seller hereby assigns its rights in the Foreground IP to Buyer and shall execute such documents necessary to perfect Buyer's title thereto. Unless otherwise expressly agreed in a contemporaneous or subsequent writing to the contrary or otherwise expressly set forth in this Purchase Order, any work performed pursuant to this Purchase Order which includes any copyright interest shall be considered a "work made for hire". To the extent any of such works do not qualify as a "work made for hire", Seller hereby assigns to Buyer all its intellectual property rights, including its copyright rights, in such works effective immediately upon creation of such works, including when they are first fixed in a tangible medium.

d. With respect to any applicable FAR and DFARS clauses incorporated into this Purchase Order relating to license rights in noncommercial technical data and noncommercial computer software and / or noncommercial computer software documentation, Seller grants to Buyer the right to use, disclose, transfer, copy, modify, combine, integrate or make derivative works of any such noncommercial technical data, noncommercial computer software and/or noncommercial computer software documentation delivered as the rights are asserted in appropriate program format (i.e., Attachment 0012), Technical Data, Computer Software and Patent License Identification Assertions, under this Purchase Order, to the extent necessary, and for such period as is required, for Buyer to complete its performance under Buyer's U.S. Government programs. If such computer software or computer software documentation is supplied by Seller to Buyer under this Purchase Order, and such computer software and computer software documentation is for future delivery to Buyer's customers, Buyer shall be permitted to do the following: (i) transfer the computer software, the computer software documentation and licenses granted to Buyer's customers for such period of time as Buyer's customers shall use such computer software or software documentation; (ii) modify the computer software or computer software documentation or combine it with other software subject to the proviso that those portions of the modified software which incorporate the original software are subject to the same license rights as the original software; (iii) grant access to the use of the computer software and computer software documentation to Buyer's affiliates, consultants, subcontractors, team members, customers, and similar parties and to their respective employees in connection with Buyer's and Buyer's

customer's authorized uses thereof. Such access is provided on the condition that prior to such access all such parties have suitable obligations in place protecting Seller's rights in the computer software or computer software documentation which are in substance consistent with the provisions of this Purchase Order.

e. Notwithstanding anything to the contrary in this Section 9, applicable U.S. Government Procurement Regulations incorporated into this Purchase Order shall, when applicable, take precedence over any conflicting provision of this Section 9 to the extent that such Regulations so require. The incorporation by reference of such U.S. Government Regulations dealing with subcontractor's rights in Technical Data, subject inventions, copyrights, software, and similar intellectual property are not intended to, and shall not, unless otherwise required by applicable law, obviate or modify any greater rights which Seller may have previously granted to Buyer pursuant to prior agreements between the Parties.

10. **Buyer's Property**

a. All drawings, tools, jigs, dies, fixtures, materials, and other property supplied or paid for by Buyer shall be and remain the property of Buyer ("Buyer's Property" as used in this Section 10), which shall be returned to Buyer upon Buyer's request.

b. Seller shall use Buyer's Property only in the performance of work under this Purchase Order unless Buyer consents otherwise in writing.

c. Seller shall not furnish or offer for sale goods made in accordance with Buyer's specifications and / or drawings to another party without Buyer's prior written consent.

d. Seller shall maintain Buyer's Property and shall be responsible for all loss or damage to Buyer's Property except for normal wear and tear. Seller shall (i) within two (2) working days, report to Buyer the loss, theft, damage, destruction of Buyer's Property, or if any such property is found to be malfunctioning or otherwise unsuitable for use and (ii) determine and report the root cause and all pertinent facts as soon as they become known, and corrective action taken to prevent recurrence, at no additional cost to Buyer.

e. Upon request, Seller shall provide Buyer with adequate proof of insurance against such risk of loss or damage.

f. Seller shall clearly mark, maintain in inventory, and keep segregated or identifiable all of Buyer's Property.

11. **Release of Information**

Without prior written approval of the other party, neither party shall (i) publish, distribute, use, or otherwise disclose this Purchase Order, or the existence of this Purchase Order, to any third party for any purposes not required by the express terms of the Purchase Order. Neither Buyer nor Seller shall use each other's Company name (or the name of any division, affiliate or subsidiary thereof), logo, trademark, service mark, or trade dress for the purpose of advertising, making a news release, creating a business reference, creating website content, or for goods or service endorsement.

12. **Order of Precedence**

Buyer deems the requirements and provisions of this Purchase Order as consistent. Seller shall promptly request Buyer's written determination to resolve any inconsistency, ambiguity, or conflict among the requirements and provisions. Subject to Section 9(e) above, the following order of precedence shall apply: (1) order-specific text on the Purchase Order; (2) documents incorporated by reference on the Purchase Order and not otherwise referenced in this Section 12 (e.g., prime contract flow-through documents); (3) these General Terms and Conditions of Purchase and Supplements thereto; (4) Proprietary Information Agreement or Non-Disclosure Agreement, if applicable; (5) the Statement of Work; (6) United States Government specifications; and (7) Seller specifications, which include Seller drawings, Seller samples, and Seller catalog descriptions. For the avoidance of doubt, all Seller goods delivered hereunder must conform to Buyer's specifications set out in this Purchase Order.

13. **Warranty**

a. Seller warrants that the goods shall be (i) new (ii) free from defects in workmanship, materials, and design and (iii) in accordance with all the requirements of this Purchase Order. Seller further warrants that the performance of services shall conform with the requirements of this Purchase Order and to high professional standards.

b. Seller warrants without limitation as to time that any hardware, software and firmware goods delivered under this Purchase Order: (i) shall not contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (a) damage, destroy or alter any software or hardware; (b) reveal, damage, destroy, or alter any data; (c) disable any computer program automatically; or (d) permit unauthorized access to any software or hardware; (ii) shall not contain any third party software (including software that may be considered free software or open source software) that (a) may require any software to be published, accessed or otherwise made available without the consent of Buyer, or (b) may require distribution, copying or modification of any software free of charge; and (iii) shall not infringe any patent, copyright, trademark, or other proprietary right of any third party or misappropriate any trade secret of any third party.

c. These warranty entitlements shall inure to the benefit of both Buyer and Buyer's customers.

d. At Buyer's direction, Seller shall promptly repair, replace, correct, or reimburse the purchase price of nonconforming goods or services. Repaired, replaced, or corrected goods or services shall be subject to this Section 13 and the Inspection Section of this Purchase Order to the same extent as goods or services originally delivered under this Purchase Order. Seller shall be liable for and save Buyer harmless from any loss, damage, or expense that Buyer may suffer related to nonconforming goods or services, or from any other breach of the warranties in this Section 13, including, but not limited to, return to Seller of defective or nonconforming goods and redelivery to Buyer of repaired, replaced, or corrected goods.

14. **Inspection**

a. All goods and services shall be subject to inspection and test at all reasonable times and places by Buyer or Buyer's customer before, during, and after performance and delivery. Buyer may require Seller to repair, replace or reimburse the purchase price of rejected goods or Buyer may accept any goods and upon discovery of nonconformance, may reject or keep and rework any such goods not so conforming. Cost of repair, rework, replacement, inspection, transportation, repackaging, and/or reinspection by Buyer shall be at Seller's expense. Buyer's acceptance of goods or services shall not diminish Buyer's rights or be final or binding on Buyer if latent defects, fraud, or misrepresentation on the part of Seller exists.

b. Seller will provide reasonable support and access to Buyer in the inspection and test of the goods and services without additional charge.

c. Neither Buyer's inspection nor Buyer's failure to inspect shall relieve Seller of any responsibility to perform according to the terms of this Purchase Order. Notwithstanding any other provision of the Purchase Order, the risk of loss of, or damage to, nonconforming goods remains with Seller until cure or acceptance.

15. **Changes**

The FAR 42.243-1, "Changes-Fixed Price" clause (Alternate I applies if this Contract is for services) is by this reference incorporated herein and made a part hereof except that the term "contract" therein shall beam this Order, the term "Contractor" therein shall mean "Seller", the term "Contracting Officer" therein shall mean "Buyer's Purchasing Representative".

16. **Infringement**

Seller represents and warrants that all goods and services (for purposes of this Section 16 hereinafter "items"), provided by Seller pursuant to this Purchase Order, which are not of Buyer's design, do not infringe or misappropriate any third party intellectual property rights and that any use or sale of such items by Buyer or any of

Buyer's customers shall be free from any claims of infringement. Seller shall indemnify and hold Buyer, and its customers harmless from any and all expenses, liability, and loss of any kind (including all costs, expenses, and attorneys' fees) arising out of claims, suits, or actions alleging such infringement, which claims, suits, or actions Seller, hereby, agrees to defend, at Seller's expense, if requested to do so by Buyer. Moreover, Seller may replace or modify infringing items with comparable items acceptable to Buyer of substantially the same form, fit, and function to remove the source of infringement, and Seller's obligations under this Purchase Order including those contained in Section 13 Warranty and in this Section 16 shall apply to the replacement and modified items. If the use or sale of any of the above items is enjoined because of such claim, suit or action, Seller, at no expense to Buyer, shall obtain for Buyer and its customers the right to use and sell said item.

17. **Taxes and Drawback**

a. If Seller ships goods to the United States pursuant to this Purchase Order, Seller shall pay all duties, taxes, and fees imposed because of such importation. Seller's prices shall not include any duties, taxes, or fees for which Buyer has furnished a valid exemption certificate or other evidence of exemption acceptable to the applicable government agency. Seller shall separately state on Seller's invoice any applicable sales and use taxes in the price. Seller agrees to remit any taxes collected from Buyer to the relevant tax authority.

b. Any refund, credit, or rebate of any import duties, taxes, or fees (including any drawback claim), in Seller's price to Buyer, shall inure solely to Buyer's benefit and shall be assigned to Buyer. Seller shall reasonably assist Buyer in Buyer's effort to realize any such available amounts.

18. **Assignments, Subcontracting, Organizational Changes, and Place of Performance**

a. Seller may not assign any rights, delegate any of its obligations due or to become due under this Purchase Order or subcontract all or substantially all of its obligations under this Purchase Order, without the prior written consent of Buyer. Any such purported assignment, delegation, or subcontracting by Seller without such consent shall be void. Buyer may assign this Purchase Order to (i) any affiliated company, (ii) any successor in interest, or (iii) Buyer's customer.

b. Seller shall promptly notify Buyer in writing of any Seller name or ownership changes, or mergers or acquisitions.

c. Seller shall not change the place of performance under this Purchase Order without Buyer's prior written consent.

19. **Compliance with Law**

a. Seller, in the performance of this Purchase Order, warrants that it shall comply with all relevant laws, orders, rules, ordinances, and regulations (whether federal, state, or local), including but not limited to:

1. all U.S. laws and regulations including:
   i. the Fair Labor Standards Act of 1938, as amended (the "FLSA"), and the regulations and orders of the United States Department of Labor under the FLSA.
   ii. the Occupational Safety and Health Act of 1970 (OSHA), as amended.
   iii. the U.S. Department of Transportation regulations on hazardous materials and any other pertinent federal, state, or local statutes, laws, rules, or regulations.
2. the laws and regulations of Seller's place of performance.
3. the applicable domestic and international prohibitions on child labor, human trafficking, and slavery;
4. the United States Foreign Corrupt Practices Act, 15 U.S.C. § 78 et seq. (the "FCPA"), and other Anti-Corruption Requirements as defined in paragraph 19(b), below; and
5. the Anti-Kickback Act of 1986.

b. Anti-Corruption Requirements:

1. Seller acknowledges that its actions may subject it and Buyer to liability under the FCPA, the anti-corruption laws, regulations, and policies of the home country of any supplier to this Purchase Order, the United States of America, and/or the anti-corruption laws, regulations, and policies of any other country with jurisdiction over the activities performed pursuant to this Purchase Order (together and individually hereinafter referred to as the "Anti-Corruption Requirements"). Seller acknowledges that it is familiar with the prohibitions under, and the requirements of, the Anti-Corruption Requirements.
2. Neither Seller nor any of its principals, consultants, subcontractors, shareholders, directors, officers, employees, or agents has performed or will perform any act which Buyer could reasonably believe would constitute a violation of the Anti-Corruption Requirements or which Buyer could reasonably believe would cause Buyer to be in violation of the Anti-Corruption Requirements, or present a credible risk, as determined by Buyer, of a violation of the Anti-Corruption Requirements.
3. If at any time Seller becomes aware of information or circumstances that suggest any of the provisions of this Section 19 may not be accurate, it shall notify Buyer immediately in writing, but not more than seven (7) days after becoming aware of such circumstances.
4. No payment will be made hereunder to any person other than Seller; and no payment will be made to Seller under this Purchase Order other than the payment of the compensation in accordance with the terms hereof. Seller's price quotations and invoice prices shall accurately and fairly reflect the commensurate value of the goods and services provided under this Purchase Order.
5. In connection with this Purchase Order, Seller shall maintain books, records, and accounts, which in reasonable detail, accurately and fairly reflect the transactions and asset dispositions of Seller and allow Buyer to (i) maintain accurate books and records, and (ii) comply with the requirements for internal management controls set forth in the Anti-Corruption Requirements as well as relevant U.S. laws and regulations.
6. Seller shall cooperate with, and provide assistance to, Buyer in implementing adequate due diligence procedures in connection with the selection and retention of consultants and subcontractors by Buyer or Seller.

c. Seller warrants that it and its officers, employees or representatives (i) have complied with the Anti-Kickback Act of 1986 and has not offered or given and will not offer or give to any employee, agent, or representative of Buyer any gratuity or any kickback within the meaning of the Anti-Kickback Act of 1986 and (ii) have not, for the purpose of improperly obtaining or rewarding favorable treatment in connection with the award of this Purchase Order to Seller from Buyer: (1) provided, attempted to provide, or offered to provide any kickback; (2) solicited, accepted, or attempted to accept any kickback; or (3) included, directly or indirectly, the amount of any kickback prohibited by (1) or (2) of this Section in the price charged by Seller to Buyer under this Purchase Order. Any breach of this warranty shall constitute a material breach of this Purchase Order. For purposes of this Section, the term "kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to Buyer or Buyer's officers, employees or representatives, including any of their family members, subcontractors, or subcontractor employees, for the purpose of improperly obtaining or rewarding favorable treatment in connection with this Purchase Order. Any breach of this warranty shall be a material breach of each contract between Buyer and Seller.

d. Seller warrants that it has and shall maintain all registrations and licenses and shall obtain permits as required to perform the work hereunder.

e. For Purchase Orders placed in support of and charged to a U.S. Government ("Government") prime contract or higher-tier subcontract and the Seller is asserting the item meets the Federal Acquisition

Regulation (FAR) definition of a commercial item, the Seller shall notify the Buyer's Supply Representative and be prepared to provide an Assertion of Commerciality. Once a Commerciality Determination is made, Buyer will provide Seller with AR's, Commercial Item Terms and Conditions of Purchase, and incorporate into the Purchase Order.

f. Seller agrees to defend, indemnify, and save Buyer harmless from any loss, damage, fine, penalty, or expense that Buyer may suffer because of Seller's failure to comply with the warranties and certifications in this Section 19.

20. **Responsibility and Insurance**

a. Seller shall maintain, and require its subcontractors to maintain, the insurance coverages that are specified in this Purchase Order or, if none are specified, the following minimum insurance coverage and limits: Statutory Workers' Compensation coverage and Employers' Liability with a limit of $500,000; Commercial General Liability (including bodily injury and property damage, products / completed operations coverage and contractual liability coverage) with a limit of $1,000,000 per occurrence. When applicable to Seller's performance on the Purchase Order, Seller shall also maintain, and require its subcontractors to maintain, (i) Automobile Liability coverage with a limit of $1,000,000 per accident; and (ii) Professional Liability covering the services provided by Seller under this Purchase Order. Upon Buyer's request, Seller shall (1) provide Buyer with certificates of insurance evidencing required insurance, (2) arrange for a waiver of subrogation in favor of Buyer, and / or (3) in the case of the Commercial General Liability and Automobile Liability policies direct that Buyer be added as an additional insured.

b. If work is to be performed on premises owned or controlled by Buyer, then Seller shall comply with all the rules and regulations established by Buyer for access to and activities in and around premises owned or controlled by Buyer. Seller shall be responsible for the actions and failure to act of all parties retained by, through, or under Seller in connection with the performance of this Purchase Order.

21. **Indemnity Against Claims**

a. Seller shall keep its work and all goods supplied by it hereunder and Buyer premises free and clear of all liens and encumbrances in any way arising from performance of this Purchase Order by Seller or by any of its vendors or subcontractors. Seller may be required by Buyer to provide a satisfactory release of liens as a condition of final payment.

b. Seller shall, without limitation, indemnify and save Buyer and its customer(s) and their respective officers, directors, employees and agents harmless from and against (i) all claims and resulting costs, expenses (including attorney fees and costs) and liability which arise from personal injury, death, or property loss or damage attributed to, or caused by, the goods supplied, or the services performed by Seller pursuant to this Purchase Order, except to the extent that such injury, death, loss or damage is caused solely and directly by the negligence of Buyer, and (ii) all claims (including resulting costs, expenses and liability) by the employees of Seller or any of its subcontractors.

22. **Offsets**

Seller agrees to identify and retain for Buyer's use any rights to offset credits generated by its suppliers and subcontractors arising out of or resulting from this Purchase Order. Seller shall provide a copy of each purchase order or subcontract placed with a foreign source under this Purchase Order in support of Buyer's rights to offset credit. Seller shall execute all necessary documents to evidence Buyer's right to use or assign any offset credits. Buyer reserves the right to assign offset credits generated through Seller's efforts under this Purchase Order to third parties. Seller shall include the substance of this Section 22, in favor of Buyer, in its subcontracts issued at all tiers pursuant to this Purchase Order.

23. **Export/Import Controls**

a. Seller hereby certifies that, in connection with the performance of this Purchase Order, it will comply with U.S. export and import control laws and regulations, including but not limited to the International Traffic in Arms Regulations ("ITAR") (22 CFR 120 et seq.), the Export Administration Regulations ("EAR") (15 CFR Part 730-774), the regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") (31 CFR Part 500-598), the regulations administered by the U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms, and Explosives ("ATF") found in 27 CFR Chapter II, and all other applicable U.S. Government regulations relating to the importation of goods into the United States (including, but not limited to, the regulations administered by U.S. Customs and Border Protection ("CBP") at 19 CFR 0 et seq. and other import regulations promulgated by other U.S. agencies which may be enforced by CBP) (collectively "U.S. export and import control laws and regulations"). If Seller engages in the United States in the business of either manufacturing, exporting, or brokering in ITAR-controlled defense articles or furnishing ITAR-controlled defense services, Seller hereby certifies that it is currently registered with the U.S. Department of State Directorate of Defense Trade Controls ("DDTC"). Buyer makes representation that it will also comply with the same laws listed in paragraph (a) above when providing items to Seller.

b. Seller shall ensure that any disclosure, export, re-export, transfer and retransfer of, and access to, any hardware, software, controlled technical data, technology, and/or services (collectively referred to as "items") received under this Purchase Order is undertaken in accordance with U.S. export control laws and regulations. Seller agrees that no items controlled under U.S. export and import laws and regulations and provided by Buyer in connection with this Purchase Order shall be provided to any person or entity, including non-U.S. person employees, subsidiaries, or affiliates, unless the transfer is expressly permitted by a U.S. Government license or other authorization, or is otherwise in accordance with applicable laws and regulations.

c. This Paragraph (c) applies only in circumstances in which Seller, or its sub-tier supplier is either the design authority or the exporter for a deliverable under this Purchase Order. Seller shall notify Buyer if any deliverable under this Purchase Order is subject to U.S. export and import control laws and regulations described in Paragraph 23(a). Before providing Buyer any deliverable subject to the EAR or the ITAR, Seller shall provide in writing to the Buyer's Procurement Representative the export jurisdiction and classification of any such item or controlled data. After this initial disclosure, Seller shall timely notify the Buyer's Procurement Representative in writing of any changes to the export jurisdiction and classification of the item or controlled data.

d. Seller hereby warrants that neither Seller, nor any immediate or ultimate parent, majority shareholder, subsidiary, affiliate, or lower-tier subcontractor is listed on any Restricted Party List of an agency of the U.S. Government, any applicable non-U.S. Government or international organization, or any applicable state, local government, or municipality, nor are their export privileges denied, suspended or revoked. For purposes of this provision, "Restricted Party List" is defined to include lists administered by the U.S. Departments of State, Commerce, and Treasury (e.g., Specially Designated Nationals List) or other U.S. government agency and other similar lists that relate to export controls, economic sanctions, or anti-corruption. Seller shall immediately notify Buyer if Seller, or any immediate or ultimate parent, majority shareholder, subsidiary, affiliate, or lower-tier subcontractor is added to any such Restricted Party List or if any of their export privileges become denied, suspended, or revoked. Seller shall not deal with any Restricted Party in relation to this Purchase Order.

e. For any goods imported into the United States pursuant to this Purchase Order, Seller shall act as importer of record, obtain necessary import and/or export authorizations, and pay any and all duties, taxes, and fees. Seller shall ensure goods were not produced wholly or in part with convict labor, forced labor, and/or indentured labor (including forced or indentured child labor). Seller acknowledges that such goods

may be subject to the export and import control laws and regulations of the exporting country and is responsible for complying with all relevant non-U.S. export and import laws and regulations, to the extent consistent with U.S. law. Buyer shall not serve as importer of record of any goods shipped to any country pursuant to this Purchase Order. Any exports by Buyer of goods under this Purchase Order, including for testing, calibration, sale, or incorporation into higher-level items, shall be governed under separate agreement. If Buyer seeks any import and/or export authorizations for the goods or items into which the goods are incorporated or seeks to confirm compliance with applicable laws and regulations, Seller will provide Buyer with appropriate information as necessary.

f. Seller shall promptly notify Buyer of any known or suspected violation of export or import control laws or regulations, or the initiation or existence of any U.S. Government investigation into same. Seller shall comply with requests from Buyer for additional information regarding any changed circumstance, known or suspected violation, or U.S. Government investigation.

g. If this Purchase Order forms the whole or a part of a sale by Buyer of defense articles or defense services being sold in support of a Foreign Military Sale or commercially to or for the use of the armed forces of a foreign country or international organization, Seller shall upon acceptance of this Order, or within ten (10) days of being requested by Buyer to do so, with respect to all Purchase Orders received by the Seller's legal entity to date in relation to the American Rheinmetall Vehicles Customer Contract or Solicitation Number related to the Purchase Order, complete "International Traffic in Arms Regulations Certificate and Reporting of Political Contributions, Fees or Commissions," in furtherance of the requirements stipulated in Part 130 of the ITAR, 22 C.F.R. §§130.9 and 130.10.

h. Seller shall not engage in any subcontracts relating to this Purchase Order except in accordance with the terms and conditions of Section 18, Assignments, Subcontracting, Organizational Changes, and Place of Manufacture, and as compliant with U.S. export and import control laws and regulations, and any authorizations granted thereunder. If Buyer authorizes Seller to engage in subcontracting for procurements related to this Purchase Order, Seller shall incorporate into its subcontracts the provisions of Section 23 requiring compliance with U.S. and other applicable export and import control laws and regulations.

i. Seller shall indemnify Buyer for all liabilities, penalties, losses, damages, costs or expenses that may be imposed on or incurred by Buyer in connection with any violations of non-U.S. or U.S. export or import control laws and regulations, by Seller, its officers, employees, agents, suppliers, or subcontractors at any tier.

24. **Severability**

If any provision of this Purchase Order or application thereof is found invalid, illegal or unenforceable by law, the remainder of this Purchase Order will remain valid, enforceable and in full force and effect, and the Parties will negotiate in good faith to substitute a provision of like economic intent and effect.

25. **Standards of Business Ethics and Conduct**

By the acceptance of this Purchase Order, Seller represents that it has not participated in any conduct in connection with this Purchase Order that violates the Seller's business ethics and conduct standards of Seller and Seller shall perform in accordance with Seller's business and ethics and conduct standards. If the value of this Purchase Order exceeds the threshold specified in FAR 3.1004(a) on the date of Order award and a performance period of more than 120 days, FAR 52.203-13, Contractor Code of Business Ethics and Conduct, is incorporated herein by reference to this Purchase Order, and shall apply to the subcontractor. **Priority Rating**

If so identified, this Purchase Order is a "rated order" certified for national defense use, and Seller shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700).

26. **Survivability**

Seller's obligations that by their very nature must survive expiration, termination, or completion of this Purchase Order shall survive expiration, termination, or completion of this Purchase Order.

27. **Electronic Transmissions**

Neither Party shall contest the validity of this Purchase Order due to the use of electronic signatures or use of commercially acceptable standards in the transmission of this Purchase Order.

28. **Buyer's Access to Records and Facilities**

Seller shall maintain general records relating to this Purchase Order for a minimum of four (4) years after completion of this Purchase Order or for such longer period as required by law or this Purchase Order. In order to assess Seller's work quality and / or compliance with this Purchase Order, Buyer or its authorized agents and representatives shall have the right during normal business hours and with adequate notice to inspect all relevant records, materials, tooling, and furnished property relating to any of Seller's obligations under this Purchase Order.

29. **Counterfeit Risk Avoidance**

a. DFARS 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System is applicable to this Order. If counterfeit parts are furnished under the Order and are found in any of the goods delivered hereunder, such items will be impounded by Buyer. Seller must, upon request by Buyer, provide Buyer with OEM/OCM documentation that authenticates traceability of the component to that applicable OEM.OCM. Seller shall promptly replace such counterfeit parts with genuine Work conforming to the requirements of this Order. At Buyer's request, Seller shall return any removed counterfeit parts to Buyer in order that Buyer may turn such parts over to its Government customer for further investigation. Seller shall have a Counterfeit Item risk mitigation process, internally and with its suppliers, (reference SAE AS5553 and AS6174), for goods delivered hereunder, and in accordance with the standards or instructions set forth in this Purchase Order. Seller shall provide evidence of the Seller's risk mitigation process to Buyer upon request. Buyer shall have the right to audit and / or inspect the processes at any time before or after delivery of the goods ordered hereunder. Buyer shall have the right to require changes to the processes to conform to Buyer's standards defined in this Purchase Order. Seller and Seller's subcontractors that are allowed access to the US Government Industry Data Exchange Program (GIDEP) shall participate in monitoring GIDEP reports and Seller shall act on GIDEP reports that affect product delivered to Buyer. Seller shall immediately notify Buyer with the pertinent facts if Seller becomes aware of or suspects that items delivered for the Purchase Order are, or contain, suspect or confirmed counterfeit items. Buyer shall have the right to quarantine for further investigation any good Buyer discovers to be a Counterfeit Item or Suspect Counterfeit Item. Buyer's investigation may include the participation of third parties or governmental investigative agencies as required by law or regulations by Buyer's customer, or by Buyer, in its sole discretion. The Seller and/or the Seller's subcontractors shall cooperate in good faith with any investigation conducted by Buyer. Buyer shall not be required to return the good during the investigation process and thereafter if not found to be authentic. Buyer shall not be liable for payment to Seller of the price of any Suspect Counterfeit Items until determined to be authentic. If Buyer determines in its sole discretion that there is credible evidence that a good delivered under this Purchase Order constitutes a Counterfeit Item or Suspect Counterfeit Item, Seller, or its subcontractor, shall, if directed by Buyer to do so, issue a GIDEP alert. Buyer reserves its right to issue its own GIDEP alert if Buyer concludes, in its sole estimation, that a good is a Counterfeit Item or Suspect Counterfeit Item.

b. Seller shall include the substance of this Section 30, including this flow down requirement, in procurements for goods at all tiers. Failure of Seller or any of its subcontractors to conform to the process specifications and provisions of this Section 30, if unexcused, shall be deemed a material breach of this Purchase Order.

30. **Quality Requirements Flow Down**

Seller shall require lower-tier suppliers to comply with quality assurance requirements comparable to those contained in this Purchase Order. Seller shall assume responsibility for the quality of all procured material and workmanship. Seller shall include this clause in its subcontracts with lower-tier suppliers and require lower-tier suppliers to flow down this clause to their lower-tier suppliers.

31. **Information Technology Assurance**

Seller shall maintain data protection processes and systems sufficient to adequately protect specifications, information, data, drawings, software, and other items which are (i) supplied to Seller by Buyer, or (ii) obtained or developed by Seller in the performance of this Purchase Order or paid for by Buyer (collectively, "Buyer Data"), and to comply with any law or regulation applicable to such data. If an event occurs whereby Seller knows, or reasonably believes, that Buyer Data has been actually or potentially disclosed to, or accessed or acquired by, an unauthorized individual or individuals ("Security Incident"), Seller shall (i) use commercially reasonable efforts to investigate, contain, and remediate the Security Incident, and (ii) notify Buyer in writing promptly, but not later than seventy-two (72) hours after discovering the Security Incident. Seller's notification to Buyer of a Security Incident shall include sending an email to Buyer's Purchasing Representative, and Seller shall encrypt emails to Buyer containing details of a Security Incident using industry standard encryption methods. The obligations contained in this Section are in addition to, and do not alter, Seller's obligations under applicable U.S. Government Procurement Regulations.

32. **Cybersecurity**

a. The U.S. Department of Defense (DoD) issued clause, DFARS 252.204-7020, NIST SP 800-171 DoD Assessment Requirements, which supports DFARS clause 252.204-7012 (Dec 2019), Safeguarding Covered Defense Information and Cyber Incident Reporting that requires contractors and subcontractors provide adequate security for covered defense information (CDI) resident on or passing through their information systems and comply with specific reporting obligations in the event of a cyber incident.

b. DFARS 252.204-7012 is mandatory for U.S. DoD prime contracts and subcontracts issued thereunder. Buyer anticipates Seller may support a U.S. DoD prime contract and may be provided and/or generate data, drawings or other documents that constitute CDI, in accordance with the definition provided in the DFARS clause.

c. As such, and in accordance with DFARS 252.204-7020, NIST SP 800-171 DoD Assessment Requirements, Seller shall initiate a review of the DFARS clauses, including the security requirements of NIST Special Publication (SP) 800-171, and assess compliance. Offerors subject to the DFARS clause must be in compliance with all NIST SP 800-171 security requirements. AR may not award a subcontract or other contractual instrument that is subject to NIST SP 800-171 security requirements in accordance with DFARS 252.204-7012, unless the subcontractor has completed within the last 3 years at least a basic NIST SP 800-171 DoD Assessment for all covered contractor information systems relevant to its offer that are not part of an information technology system operated on behalf of the Government. Pursuant to paragraph (g)(3) of DFARS 252.204-7020, if a subcontractor does not have summary level scores of a current NIST SP 800-171 DoD Assessment posted to the Supplier Performance Risk System (SPRS), the subcontractor may conduct and submit a Basic Assessment, in accordance with NIST SP 800-171 DoD Assessment Methodology, directly into SPRS or via encrypted email to webptsmh@navy.mil for posting to SPRS along with the information required by paragraph (d) of this clause. The Basic, Medium and High DoD Assessment methodologies are described here.

d. Seller must acknowledge their capability to handle CDI pursuant to DFARS 252.204-7012 on the AR Annual Supplier Registration Data, Representations and Certifications (CR-FRM-11) form and indicate the extent to which they have completed a Basic Assessment relevant to its business with AR as required

by paragraph (d) of DFARS 252.304-7020 prior to accepting a subcontract award. Seller must provide Buyer a certification of compliance with DFARS 252.204-7020 if supporting a U.S. DoD prime contract.

33. **Controlled Unclassified Information (CUI)**

Buyer anticipates Seller may support a U.S. DoD prime contract and may be provided and/or generate data, drawings or other documents which constitute CDI, in accordance with the definition provided in the DFARS 252.204-7012 clause. The Buyer also anticipates the purchase order may contain Controlled Unclassified Information (CUI) which requires safeguarding, or dissemination controls pursuant to and consistent with applicable law, regulations, and government-wide policies. If the purchase order supports such a program, the Buyer will provide Seller the program specific Security Classification Guide (SCG) which delineates instructions and guidance on the classification, safeguarding and dissemination controls pertinent to the program information. The Seller shall follow the SCG to safeguard CUI data.

34. **Distribution and Destruction of Export Controlled Information**

The purchase order may contain Controlled Unclassified Information (CUI) whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec. 2751, et. Seq.) or the Export Control Reform (Title 50 USC, 4801 et seq.). Violations of these export laws are subject to sever criminal penalties. Disseminate IAW provisions of DoD Directive 5230.25. Upon completion of the purposes for which Government CUI has been provided, the Seller, and all subcontractors, are required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed. The contractor shall ensure any covered defense information provided by the Buyer or Government under this contract is destroyed or sanitized from contractor-owned media and reported in accordance with NIST Special Publication (SP) 800-88, Rev 1, Guidelines for Media Sanitization, December 2014, and in accordance with Section 2002.14 of Title 32, CFR. Destroy CUI documents by means approved for classified information or by any other means making it unreadable, indecipherable, and unrecoverable.

ACCEPTANCE OF
General Terms and Conditions of Purchase

AMERICAN RHEINMETAL
2200 N Opdyke Road
Auburn Hills, MI 48326

Signature:
Printed Name:
Title:
Date:

COMPANY

Signature:
Printed Name:
Title:
Date: