



STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

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1. ACCEPTANCE: Seller's acknowledgement and/or initiation of performance under this Order shall constitute acceptance of the Order by Seller, including all of the terms and conditions therein. This Order expressly limits acceptance to the terms stated herein. Any additional or different terms proposed by Seller are rejected unless expressly agreed to in writing by an authorized representative of the Buyer's Purchasing Department.

2. APPLICABLE LAW AND DISPUTES: This Order shall be construed in accordance with, and any dispute over any question of fact or law arising under this Order shall be governed by, the law of the Commonwealth of Massachusetts. Any dispute under this Order, if commenced by Seller, shall be settled by arbitration. The laws of the Commonwealth of Massachusetts shall apply. Pending the resolution of any dispute, Seller shall diligently proceed with performance of this Order.

3. ASSIGNMENTS AND SUBCONTRACTING: This Order or any interest hereunder shall not be assigned or transferred by Seller without the prior written consent of Buyer.

4. AUDIT-INSPECTION OF RECORDS: Seller shall keep adequate records of payable hours of direct labor and all other costs of performance of this Order, which shall be subject to audit by Buyer in the event of termination, other equitable adjustment, or with respect to any aspect of this Order for which the price is based on time and cost of materials.

5. BANKRUPTCY: Buyer may terminate this Order for default, in whole or in part, by written or electronic notice to Seller if (1) Seller becomes insolvent or makes a general assignment for the benefit of creditors, or (2) a petition under any bankruptcy act or similar statute is filed by or against the Seller and not vacated within ten (10) days after it is filed.

6. BUYER'S RIGHT TO USE INFORMATION DISCLOSED BY SELLER: Unless otherwise expressly prohibited in this Order, Buyer shall have the right to use, for any purpose, unpatented information which Seller discloses to Buyer, without restrictions, during the performance of this Order.

7. CHANGES: Buyer may at any time, by written direction to Seller, make changes in the work to be performed or the items to be furnished hereunder in any one or more of the following: (a) Drawings, designs or specifications, (b) method of shipment or packing; (c) time and/or place of delivery, and (d) quantity of items ordered. If such change causes an increase or decrease in the quantity of items to be delivered under this Order or the time required to perform, an equitable adjustment shall be made and the Order modified in writing. Any claim hereunder must be asserted by Seller in writing within

fifteen (15) days from the date the change is ordered by Buyer. Nothing contained herein shall excuse Seller from proceeding without delay with the Order as changed, including failure of the parties to agree upon any adjustment to be made under this Article. Whether made pursuant to this Article or by mutual agreement, changes shall not be binding upon Buyer, except when confirmed in writing by Buyer. The issuance of information, advice, approvals or instructions by Buyer's technical or program personnel shall be deemed expressions of personal opinion only and shall not affect Buyer's and Seller's rights and obligations hereunder, unless the same is in writing signed by an authorized representative of Buyer's Purchasing Department and expressly states that it constitutes an amendment to this Order.

8. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS: Seller has complied with and shall comply with all applicable Federal, State and Local laws and ordinances and all lawful orders, rules and regulations thereunder, including, but not limited to, the applicable provisions of the Fair Labor Standards Act of 1938 as amended (29 U S C Sec. 201-219) and the Occupational Safety and Health Act of 1970 and all regulations and standards and any amendments issued pursuant thereto. The supplies, equipment and services furnished by Seller shall comply with the above referenced laws and regulations.

9. CONFIDENTIALITY: Seller shall treat as proprietary and confidential all specifications, drawings, blueprints, nomenclature, samples, models and other information supplied by Buyer, except for that which the U.S. Government owns or has expressly authorized Seller in writing to use. Unless prior written consent from Buyer is obtained, Seller shall not in any manner advertise or publish or release for publication any statement mentioning Buyer or the fact that Seller has furnished or contracted to furnish to Buyer items and/or services required by this Order, or quote the opinion of any employee of Buyer. Seller shall not disclose any information relating to this Order to any person not authorized by Buyer to receive it. Seller shall only use the information supplied by Buyer to accomplish work covered by this Order and for no other purpose. Upon completion, Seller shall return all such information to Buyer upon request.

10. DEFAULT: (a) Buyer may cancel this Order in whole or in part by written or electronic notice, (1) if Seller shall become insolvent or make a general assignment for the benefit of creditors, or (2) if a petition under the Federal Bankruptcy Act is filed by or against the Seller, or (3) if the Seller fails to make delivery of the items or to perform the services within the time specified in this Order or any increments thereof or extensions thereto, or (4) if the Seller fails to perform any of the other obligations of this Order, or Fails to make progress as to endanger timely performance of this Order in accordance with its terms, or (5) if Seller's

financial condition shall become such as to endanger completion of performance, provided that with respect to any of the above, Seller shall fail to remedy any such condition within ten (10) days from the date of receipt of a notice from Buyer concerning the existence of the condition; (b) In the event Buyer cancels this Order in whole or in part as provided in Paragraph (a) of this Article, Buyer may procure, upon such terms and in such manner as Buyer may deem appropriate, items or services similar to those so canceled, and Seller shall be liable to Buyer for any costs up to the value of the order of such similar items or services, and Seller shall continue the performance of this Order to the extent not canceled under the provisions of this Article; (c) After receipt of notice of such cancellation, the Seller shall transfer title and deliver to Buyer satisfactorily completed work and such work in progress as may be directed by Buyer.

11. FORCE MAJUERE AND NOTICE OF LABOR DISPUTES: (a) Seller shall not be liable for any delays in delivery caused by circumstances beyond its control including acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes or embargoes. When any such circumstance occurs, Seller shall immediately give notice thereof to Buyer, including independently verifiable evidence of the occurrence and Seller's best estimate of the duration of the delay, and shall immediately notify Buyer when such circumstance has ceased. If the delay in delivery continues for more than thirty (30) days, Seller shall have the right to terminate this Order or any portion thereof and the parties shall negotiate an equitable settlement of the portion so terminated. (b) Whenever an actual or potential labor dispute is delaying or threatening to delay the performance of this Order, Seller shall immediately notify Buyer in writing.

12. DELIVERY: Delivery shall be strictly in accordance with the schedule set forth in this Order, and Buyer reserves the right to refuse any or all shipments made in advance of the schedule. If Buyer agrees to accept deliveries after the scheduled delivery date has passed, Buyer shall have the right to direct Seller to make shipment to the delivery point set forth in this Order by the most expeditious means and the total cost of such expedited shipment and handling shall be borne by the Seller. Acceptance of late deliveries shall not be deemed a waiver of Buyer's right to hold Seller liable for any loss or damage resulting therefrom, nor shall it act as a modification of the Seller's obligation to make future deliveries in accordance with the delivery schedule set forth in this Order unless other terms have been mutually agreed

13. DISPUTES: (a) The Parties shall make a good-faith effort to amicably settle by mutual agreement any dispute that may arise between them under this Order. Any claim, controversy or dispute arising out of or

related to this Order, or the breach thereof, that cannot be settled through direct discussions, shall be settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association then in effect, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any such arbitration shall be conducted in the Boston, MA metropolitan area by a mutually selected, impartial arbitrator who has experience with and knowledge of Federal Government procurement matters related to the types of services and supplies provided pursuant to this Order. (b) Each Party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Neither Party shall institute a proceeding hereunder unless at least thirty (30) calendar days prior thereto such Party shall have furnished to the other written notice describing the claim and the amount at issue. (c) The arbitrator shall have no authority to award punitive damages nor any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not strictly conform to the terms and conditions of this order. The decision of the arbitrator shall be final and conclusive upon both Parties. (d) Either Party, before or during any arbitration, may apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests pending completion of the arbitration proceedings. (e) Neither Party nor the arbitrator shall disclose the existence or results of any arbitration hereunder without the prior written consent of both Parties. Notwithstanding the foregoing, Buyer may keep its Customer fully apprised of the status and disposition of any claims, disputes or controversies cognizable under this article. (f) Pending the final disposition of any arbitration proceeding instituted pursuant to this article, Seller shall proceed diligently with the performance of this Order unless otherwise directed by Buyer.

DISPUTES UNDER PRIME CONTRACT: (a) Any dispute which Buyer could include in a claim or other demand under the Prime Contract shall be resolved at Buyer's sole discretion. Seller shall provide Buyer with a fully supported written claim, properly certified, within fourteen (14) calendar days after the claim accrues. Seller shall cooperate with Buyer in prosecuting the portion of any dispute pertaining to this Order and will be bound by the resulting Customer or Government decision. If Seller fails to provide Buyer with a written claim for any dispute within 14 calendar days after the claim arises, Seller is deemed to have waived the claim and may not bring the claim under this Order. (b) If Seller submits a timely request to Buyer to appeal the Customer Government decision, Buyer shall file an appeal at Seller's sole cost. If Buyer appeals such decision, whether or not at Seller's request, any decision regarding such appeal shall be binding on Buyer and

Seller as it relates to this Order. Buyer has the right to review, prior to submission, any pleading or other papers Seller wishes to file in such appeal. Seller agrees to delete any admissions or statements in the pleadings or papers to which Buyer reasonably objects. (c) Until final resolution of any dispute under this paragraph, Seller shall continue performance of this Order in accordance with the terms and conditions established herein, unless otherwise directed in writing by Buyer. (d) Each Party shall be responsible for all costs they incur as a result of preparing the claim and pursuing resolution of such dispute. Buyer's entire liability to Seller with respect to any dispute shall be limited to the recovery obtained against the Customer or Government for Seller's claims, less markups specifically allowed Buyer. (e) Nothing in this article shall be interpreted to provide Seller the ability or authority to directly file a claim or other legal suit against the Customer or Government relative to this Order.

14. INDUSTRIAL LAWS AND BENEFITS: Seller's relationship to Buyer in the performance of this Order is that of an Independent Contractor. Neither Seller nor any of the persons furnishing materials or performing work or services which are required by this Order are employees of Buyer. Seller shall, at its own expense, comply with all laws and regulations and assume all liabilities and obligations imposed by any one or more of said laws and regulations thereunder with respect to this Order.

15. INSPECTION AND FINAL ACCEPTANCE:

(a) Buyer and Buyer's Customer may at any time inspect the facilities of Seller or Seller's subcontractors which will or may be used in the performance of this Order. Buyer and Buyer's Customer also may inspect and test, at any time or place, before, during or after manufacture or completion, the Work (or any part thereof) delivered or performed by Seller or Seller's subcontractors. The inspection may, in the discretion of Buyer or Buyer's Customer, include physical, visual, or mechanical review as well as a review of any documentation necessary to substantiate compliance with requirements (including, but not limited to, quality requirements and acceptance requirements) set forth in this Order. Buyer will provide three (3) days' notice for on-site inspections. If inspection and test are made on Seller's premises (or the premises of Seller's subcontractors), Seller shall furnish, or cause to be furnished, at no additional cost to Buyer, all reasonable facilities, tools and assistance necessary for such inspection and the safety and convenience of the inspectors. Inspections and test by Buyer or Buyer's Customer shall be performed in such a manner as not to delay the Work unduly. Buyer may charge to Seller any additional cost of inspection and test when Work (or any part thereof) is not ready at the time Buyer or Buyer's Customer requests inspection and test under this paragraph. In the case of rejection, neither Buyer nor Buyer's Customer shall be liable for

any reduction in value of samples used in connection with such inspection or test. No inspection or review or approval by Buyer or Buyer's Customer shall relieve Seller of any of its obligations under this Order, or constitute a waiver of any defects or nonconformities. (b) The final acceptance by Buyer of any Work under this Order shall not limit or affect any warranty or right of indemnity granted by Seller herein. Except as otherwise agreed in writing, all delivery or performance under this Order shall be subject to final inspection and acceptance by Buyer. The parties expressly agree that any prior inspection or payment by Buyer or Buyer's Customer will not constitute final acceptance. Buyer's final acceptance of the Work shall take place only after complete delivery in accord with the schedule specified herein and after final inspection by Buyer. Buyer's final acceptance shall be contingent upon agreement by Buyer that the Work conforms to the applicable contract requirements. Final acceptance by Buyer shall be conclusive, except for latent defects, negligent or intentional misrepresentations by Seller that a nonconformity or defect would be or had been cured, acceptance induced by false or negligent assurances of Seller or as otherwise provided in this Order or applicable law. (c) Seller shall provide and maintain an inspection and quality control system acceptable to Buyer covering the Work provided hereunder. Seller shall keep complete records of all inspection work and make such records available to Buyer and Buyer's Customer upon request. (d) Work delivered or performed by Seller and rejected, in whole or in part, by Buyer may, at Buyer's option, be returned to Seller or held for disposition. If Seller fails promptly to remove such Work and to proceed promptly to replace or correct the Work, Buyer, without Seller's consent, may replace or correct such Work. Seller shall not again tender rejected or corrected Work unless Seller discloses the former tender and rejection or requirement of correction.

16. INSURANCE: All personal property belonging to Buyer and in Seller's possession or control shall be held at Seller's risk of loss or damage from all hazards. If Seller is required to enter premises owned, leased, occupied by or under the control of Buyer during the performance of this Order, Seller agrees to indemnify and hold harmless Buyer, its officers and employees, from any loss, cost, damage, expense or liability by reason of property damage or personal injury, including death, of whatsoever nature or kind arising out of or resulting from such performance, whether arising out of the actions of Seller or of its employees, or its lower tier subcontractors. Seller and its lower tier subcontractors shall maintain public liability and property damage insurance in reasonable limits covering the obligations set forth above and shall maintain required worker's compensation insurance covering all employees engaged in the performance of this Order.

17. INVOICING AND PAYMENT: Seller shall issue a separate invoice for each shipment. Unless otherwise specified in this Order, an invoice shall not be issued prior to shipment of items and payment shall not be made prior to receipt of items and a correct invoice. Credit will be computed from the date of receipt of the correct invoice to the date Buyer's check is mailed.

18. MODIFICATION OF ORDER: This Order is the complete agreement between Buyer and Seller and contains all of the terms and conditions of sale, and no course of dealing or usage of the trade shall be applicable unless expressly incorporated in this Order. The terms and conditions contained in this Order may not be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of the Buyer. Each shipment received by Buyer from Seller shall be deemed to be only upon the terms and conditions contained in this Order notwithstanding any terms or conditions that may be contained in any acknowledgment, invoice, and notwithstanding Buyer's act of accepting or paying for any shipment.

19. WAIVER: Buyer's failure to enforce any provision of the Order or to protest any breach or default of the Order by Seller shall not be construed as evidence of (or evidence to interpret) the rights or obligations of the Parties, or as a waiver of any Seller obligation or Buyer's right provided under the Order or by law. No right or remedy of Buyer shall be deemed waived or released unless such waiver or release is in writing and signed by an authorized representative of Buyer.

20. PACKING: All items must be packaged in accord with the instructions specified by Buyer and shipped by route and carrier designated by Buyer. If Buyer does not specify the manner of packing, route or carrier, Seller will suitably pack and ship all items in accord with customs and practices prevailing in the industry, following wherever applicable the precedents of previous shipments to Buyer and, unless otherwise specified, in the most economical mode available. Seller shall mark on all packages handling and loading instructions, shipping information, order number, item and account number, shipping date and names and addresses of both Seller and Buyer. Seller shall be liable to Buyer for all damages incurred directly or indirectly by Buyer or Buyer's Customer as a result of Seller's failure to comply with the conditions set forth in this subparagraph.

21. INTELLECTUAL PROPERTY INDEMNITY BY SELLER: Seller shall defend and hold harmless Buyer, its customers and those for whom Buyer may act as agent, from all loss or damage by reason of any and all actions or proceedings charging infringement or wrongful use of any patent, trademark, trade secret or copyright by reasons of the sale or use of any items delivered by Seller under this Order, except items which Seller is directed in writing by

Buyer to produce in strict accordance with Buyer's detailed manufacturing instructions or designs. If the use or sale of such item, in respect of which Seller indemnifies Buyer, is enjoined as a result of such action or proceeding, Seller, at no expense to Buyer, shall obtain for Buyer and its customers, the right to use and sell said item or shall substitute an equivalent item acceptable to Buyer and extend this indemnity with respect to such equivalent item. In the event that Seller is unable to secure such right of use for Buyer or its customer or to secure an equivalent item as a substitute, Seller shall indemnify Buyer and its customer for any and all losses or damages sustained by reason of such injunction.

22. PRODUCT SUPPORT: Seller shall give Buyer at least six months advance notice in writing of its intent to discontinue any item purchased under this Order, or to change such item in any respect likely to result in the changed item being incompatible in any way (including form, fit, or function) with the item purchased, and in either case Buyer shall have the right to place, and Seller shall accept and deliver, one or more additional orders for such purchased item on the same terms and conditions applicable to this Order except unit price, which shall not exceed the unit price applicable hereunder by greater than five percent per year from the final delivery hereunder. This provision shall survive the completion, expiration or termination of this Order by Buyer.

23. SHIPPING INSTRUCTIONS: Seller shall comply with Buyer's Routing and Shipping Instructions. If instructions are not attached hereto or have not been previously received, Seller shall request instructions from Buyer immediately.

24. SUSPENSION OF WORK: (a) Buyer shall have the right to direct Seller in writing to suspend all or any part of the work under this Order for a period not to exceed ninety (90) days. (b) If work is suspended, an adjustment shall be made for any increase in the time and the cost (exclusive of profit) required to perform this Order necessarily caused by such suspension, and this Order shall be modified in writing accordingly. (c) Seller's claim under this Article shall not be allowed unless the claim, in a specific amount stated, is asserted in writing within thirty (30) days after termination of the suspension. When the suspension has been terminated, Seller shall immediately resume performance, notwithstanding that no agreement may yet have been concluded with Buyer regarding the amount of the adjustment in the price of the Order.

26. TAXES: Unless prohibited by law, Seller shall pay, and has included in the Order price, any Federal, State or Local Sales Tax, Transportation Tax or other tax which is required to be imposed upon the items ordered hereunder, or by reason of their sale or delivery. Materials, supplies and services designated for use in the manufacture of any item or for incorporation as a component part of any item

covered by this Order and intended for resale to the U. S. Government, shall not be subject to any Federal, State or Local Tax, from which said materials, supplies and services are exempt.

26. TERMINATION FOR CONVENIENCE: (a) Buyer shall have the right to terminate this Order in whole or in part at any time, and from time to time, by written or electronic notice effective upon receipt by Seller,. Upon receipt of notice of termination, Seller shall immediately discontinue performance hereunder and shall comply with Buyer's instructions concerning disposition of completed and partially completed items, work in progress and materials acquired pursuant to this Order. In the event of such termination, Seller shall be paid an amount in settlement to be mutually agreed upon by the Parties which shall reimburse Seller's reasonable costs of performance incurred prior to termination in connection with the items for which this Order is terminated, plus a reasonable profit based upon such costs. In no event, however, shall said payment exceed the price specified herein for such terminated items. Seller shall notify Buyer, in writing, of Seller's claim, if any, for termination costs within twenty (20) days after receipt of Buyer's notice of termination. Termination in accordance with this Article shall not affect Buyer's obligation to pay for items accepted by Buyer prior to such termination. (b) Nothing contained in Paragraph (a) hereof shall in any way limit or affect Buyer's right to terminate this Order for Seller's breach.

29. TITLE AND RISK OF LOSS: Seller shall bear the risk of loss and damage to all items to be supplied hereunder until final acceptance by Buyer. Buyer shall have equitable title to all items in respect of which partial or progress payments have been made to Seller.

29. TOOLS, MATERIALS AND INFORMATION: If any designs, sketches, drawings, blueprints, patterns, dies, molds, models, tools, gauges, equipment, special appliances or other property should be made or procured by Seller especially for producing the items covered by this Order, then immediately upon their manufacture or procurement, they shall become the property of Buyer. Seller shall maintain a current inventory list of all such Buyer property in Seller's possession or under its control. Any such Buyer property or other property furnished or paid for by Buyer, except that which the U.S. Government owns, shall while in Seller's possession or under its control: (a) be identified by Seller as property of Buyer, (b) be held by Seller on loan from Buyer and at Seller's risk, (c) be used exclusively in the production of items required by this Order, (d) be subject to disposition by Buyer at any and all times and upon demand they shall be returned to Buyer. Seller shall establish procedures for the adequate storage, maintenance and inspection of such property and shall maintain inspection records available to Buyer upon request.

30. WARRANTY: (a) Seller warrants that all the items furnished hereunder shall conform fully with all requirements of this Order and shall conform to approved sample or samples, if any, shall be fit for the use intended by Buyer and free from defects in material, workmanship, design and fabrication. (b) These warranties shall remain in effect for a period of twelve (12) months after final acceptance of the items by Buyer. (c) If, within the warranty period, any defect or failure appears, Buyer shall have the right to take the following actions subject to (d) below: (1) Retain such defective item(s) and make an equitable adjustment in the Order price therefor, or (2) Reject such defective item(s) and require Seller to repair or replace such defective item(s),. Item(s) rejected shall be removed promptly by Seller at its expense,], or (3) Correct or replace such defective item(s) with similar item(s) and recover the total cost thereof from Seller. Item(s) rejected shall be removed promptly by Seller. (d) Upon discovery or disclosure of any defect or failure within the warranty period provided hereby, the following conditions shall apply: (1) Buyer shall furnish written notice to Seller of the item(s) involved and the nature of the defect(s) or failure(s) discovered, (2) Within fourteen (14) days after receipt by Seller of this notification, Seller shall provide in writing to Buyer the following information: (i) Acknowledgment of the notification given by Buyer of the defect or failure, (ii) The corrective action to be taken by Seller to remedy the defect or failure, (iii) Disposition instructions regarding the defective item(s), (iv) The date that the defective item(s) will be repaired, corrected or replaced as applicable and redelivered to the appropriate destination as directed by Buyer (The redelivery date which applies to the corrected or replaced items shall be set forth as a supplement to this Order.), or (v) With the advance approval of Buyer, submit a proposed price reduction to this Order for Buyer's consideration pursuant to (c) (1) above. (e) Approval by Buyer of Seller's design or material used shall not relieve Seller from any obligations under the warranties set forth in this Article. (f) The term "item(s)" as used herein includes materials, equipment, services and data required to be delivered under this Order. Any time subsequent to notification by Buyer but prior to repair or replacement and redelivery, shall be added to the period of this warranty. (h) The aforesaid warranties shall survive acceptance and payment and shall run to Buyer, its customers and the users of item(s).

30. CHANGES IN SELLER'S DESIGN, MATERIAL, OR PROCESS: Seller shall not make any change in the design, specifications, material, manufacturing location, workmanship standards or manufacturing process used by it in producing any item covered by this Order without prior written notice to and consent in writing from an authorized representative of Buyer's Purchasing Department. Seller's notice shall include an accurate and complete description of the proposed change and any effect it may have on the operating or performance characteristics of the item involved. Buyer's consent to any such change shall not

relieve Seller from any of its obligations hereunder or otherwise in respect of items supplied under this Order. Seller shall maintain an effective system for control of drawings, specifications, material, suppliers, and manufacturing processes used in producing the items covered by this Order. All changes shall be fully documented and controlled in Seller's system.

31. COUNTERFEIT PARTS PREVENTION: Seller represents and warrants that only new and authentic materials (including embedded software and firmware) are used in Items required to be delivered to Buyer and that the Items delivered contains no Counterfeit Parts. No material, part, or component other than a new and authentic part is to be used unless approved in advance in writing by Buyer. Seller shall maintain a documented system (policy, procedure, or other documented approach) that provides for prior notification and Buyer's approval before parts/components are procured from sources other than OEMs/OCMs or the OEM's/OCM's authorized dealers. If it is determined that counterfeit parts or suspect counterfeit parts were delivered to Buyer by Seller, the suspect counterfeit parts will not be returned to the supplier. Buyer reserves the right to quarantine any and all suspect counterfeit parts it receives and to notify the Government Industry Data Exchange Program (GIDEP) and other relevant government agencies. Seller shall promptly reimburse Buyer for the full cost of the suspect counterfeit parts and Seller assumes responsibility and liability for all costs associated with the delivery of suspect counterfeit parts, including, but not limited to, costs for identification, testing, and any corrective action required to remove and replace the suspect counterfeit parts. Seller shall request to its subcontractors and suppliers Counterfeit Parts Prevention adherence at any tier for the performance of this Order.

32. CONFLICT MINERALS: Seller represents that, regardless of whether Seller is publicly traded or not, Seller does not procure Conflict Minerals from Covered Countries, as those terms are defined by and consistent with the Securities and Exchange Commission's final rule on Conflict Minerals, 17 CFR Parts 240 and 249(b), Seller represents and warrants that all Items that will be delivered to Buyer by Seller under this Order are Democratic Republic of the Congo (DRC) Conflict Free. Seller agrees that it shall require its own subcontractors and suppliers to comply with the requirements of this Article. If Buyer determines that any certification made by Seller under this Article is inaccurate or incomplete in any respect, then Buyer may terminate this Order.

33. EXCLUSION OF MERCURY: (a) Supplies furnished shall contain no free mercury (metallic form) or mercury compounds (e.g. mercuric oxide & mercuric chloride). Seller shall perform a review to the extent necessary for a reasonable assurance that mercury is not being used

in the supplies (e.g. review of drawing parts lists & material lists) (b) Mercury bearing instrument & equipment (i.e. those instruments containing free mercury) shall not be used in the manufacture, fabrication, assembly, testing, etc., of any supplies. The Seller shall perform a review of their facilities to provide reasonable assurance that supplies are not in danger of mercury contamination. Note: Certification of compliance or other attesting documentation shall be available, if required, to be provided to the Buyer and/or Government. The Seller shall require all Subcontractors to comply with the mercury exclusion requirements.

34. EXPORT/IMPORT REQUIREMENTS: (a) Seller, at its sole expense, shall comply with all applicable U.S. export control laws and regulations in the performance of this Order, including, but not limited to, the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 to 130, the Export Administration Regulations (EAR) 15 CFR Parts 730 through 799, and with all other laws, regulations, or executive orders of the United States related to the import, export, or delivery of goods or services contemplated by this Order such as customs laws and regulations, immigration laws and regulations, etc. (b) Seller, at its sole expense, agrees to determine and comply with all export license requirements, to obtain any export license or other official authorization, and to carry out any customs or immigration formalities or similar requirements for the export of any goods or services covered by this Order. Seller also hereby expressly agrees to bear sole responsibility for obtaining export licenses, if required, before utilizing foreign persons (as defined in 22 CFR § 120.16) in the performance of this Order, including instances where the work is to be performed on-site at any Government installation, where the foreign person will have access to export-controlled technical data, equipment or software. Seller also agrees to bear sole responsibility for all regulatory record keeping associated with the use of licenses and license exemptions/exceptions. (c) Seller shall insert the substance of this clause in any lower-tier subcontracts it enters into in connection with this Order.

35. ORDER OF PRECEDENCE: Any inconsistency between Seller's terms and conditions, Buyer's Order, or any other documents related thereto, shall be resolved by giving precedence in the following order: (i) Buyer's Special Terms and Conditions; however, if this Order indicates that it is placed under a U.S. Government contract or subcontract, and unless otherwise specified, FAR and DFARS clauses also shall be applicable. In the event of conflict between any of Clauses 1 through 34 and any of the FAR or DFARS clauses set forth in this Clause 37, the FAR or DFARS clause shall take precedence. (ii) Buyer's Specifications, Statement of Work or Scope of Services.

37. (A) FARS AND DFARS INCORPORATED BY REFERENCE: The following clauses of the Federal Acquisition Regulations (FAR) and the Department of Defense Supplement (DFARS) are hereby incorporated by reference. However, whenever said clauses include a requirement for the settlement of disputes between the parties in accordance with the "Disputes" clause, the disposition of the dispute shall be in accordance with Article 13 above. Clauses referenced below shall be those in effect on the effective date of this Order. If there is a conflict or addition to a clause in effect on the effective date of this Order and a clause of the Prime Contract, the Prime Contract clause shall govern. Wherever necessary to make the context of the clauses set forth below applicable to this Order, the term "Contractor" shall mean Seller, the term "Contract" shall mean Order, and the terms "Government", "Contracting Officer" and equivalent terms or phrases shall mean the Buyer, except the terms "Government" and "Contracting Officer" have their original meaning: When access to proprietary financial information or other proprietary data is required, If any of the following FAR or DFARS clauses do not apply to a particular purchase order, such clauses are considered to be self-deleting.

(B) SELLER'S CERTIFICATION OF CLAIMS: For any claim submitted by Seller under this Order in excess of \$100,000.00, Seller shall certify to Buyer, as to Seller's portion of the claim, that (a) the claim is made in good faith, (b) the supporting data is accurate and complete to the best of Seller's knowledge and belief, and (c) the amount requested accurately reflects the Order adjustment for which Seller believes the Government is liable.

(C) FALSE CLAIMS AND INDEMNITY: Seller shall indemnify Buyer for any costs incurred and payments made by Buyer resulting from: (1) false claims submitted by Seller under this Order, (2) Seller's misrepresentation of fact or fraud under appeals made by Buyer or at the request of Seller Buyer shall notify Seller in writing of any allegations of a false claim, misrepresentation of fact, fraud, or non-compliance, to which this indemnity applies.

(D) PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA:

1. If the Contracting Officer under Buyer's Prime Contract determines that any price, including profit or fee, negotiated in connection with such Prime Contract, or any cost reimbursable under such Prime Contract, was increased by any significant sum because Seller, or any subcontractor of Seller, pursuant to the clauses of this Order furnished incomplete or inaccurate cost or pricing data or data not current as certified in Seller's Certificate of Current Cost or Pricing Data, and if such Prime Contract price, including profit or fee, or any cost reimbursable under such Prime Contract,

shall be reduced by reason thereof, then, in such event the price negotiated in connection with this Order, including profit or fee, or any cost reimbursable hereunder, shall be reduced accordingly and this Order shall be modified in writing to reflect such reduction, and any amount paid Seller by Buyer in excess of the amount due Seller under this Order after said reduction is made shall be promptly paid by Seller to Buyer upon demand.

2. In the event of price reduction pursuant to Paragraph 1 above, Seller shall be bound by the determination of the Contracting Officer, provided that Buyer shall have promptly notified Seller of the decision of the Contracting Officer reducing Buyer's Prime Contract price, and, if timely requested by Seller, Buyer shall appeal such decision. All costs and expenses incurred by Seller and Buyer in prosecuting any appeal taken solely at Seller's request shall be paid by Seller.
3. Excluded from such reduction, however, shall be Buyer's profit applied to defective cost and pricing data of Seller and its subcontractors and suppliers.

Number	Clause	Date
52.203-12	Limitations On Payments to Influence Certain Federal Transactions	OCT-2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-15	Whistleblower Protections under the American Recovery and Reinvestment Act of 2009	JUN 2010
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2015
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010

Number	Clause	Date
52.222-50	Combating Trafficking in Persons	JAN 2019
52.222-50 Alt I	Combating Trafficking in Persons (MAR 2015) – Alternate I	MAR 2015
52.222-55	Minimum Wages under Executive Order 13658	DEC 2015
52.225-26	Contractors Performing Private Security Functions Outside of the United States	MAR 2015
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.246-11	Higher-Level Contract Quality Requirement	DEC 2014
52.247-64	Preference for Privately Owned US Flag Commercial Vessels	FEB 2006

Number	Clause	Date
52.244-6	Subcontracts for Commercial Items	JAN 2019
252.203- 7003	Agency Office of the Inspector General	DEC 2012
252.204- 7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors	May 2016
252.204- 7015	Disclosure of Information to Litigation Support Contractors	MAY 2016
252.211- 7003	Item Unique Identification and Valuation	MAR 2016
252.244- 7000	Subcontracts for Commercial Items	JUN 2013