GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS

1. DEFINITIONS. The following terms shall have the meanings set forth below:

a) **"Buyer"** means the corporate entity of a Textron Systems business unit which issued this Order;

b) **"Buyer's Procurement Representative"** means Buyer's authorized representative whose name appears on the face of this Order;

c) **"Customer"** means Buyer's customer at any tier including the U.S. Government;

d) **"Order"** means the ordering document issued by Buyer, including these General Terms and Conditions for Purchase Orders and any referenced documents;

e) "**Products"** means the goods and/or services furnished by Seller pursuant to this Order, including, without limitation, materials, drawings, data, media, information and other tangible and intangible property;

f) **"Seller"** means the person or entity to which this Order is addressed and issued;

g) **"Supplier"** means Seller, Seller's lower tier vendors, suppliers or subcontractors at any tier.

2. ACCEPTANCE OF THE ORDER. Unless pursuant to a Long Term Agreement where acceptance will be in accordance with said Agreement, Seller shall be deemed to have accepted this Order upon the earliest of: (a) written acknowledgment by Seller, (b) commencement of performance by Seller, or (c) Seller's receipt of any payment, partial or full, from Buyer under this Order. By acceptance of this Order, Seller agrees to strictly comply with all of its terms and conditions and specifications, including those contained in all documents incorporated into this Order by reference. Buyer hereby rejects any different or additional terms in Seller's acceptance of this Order or in any Seller provided documentation (e.g. any preprinted terms on the back of Seller's invoice, or Seller's acknowledgement).

3. PACKAGING AND SHIPMENT. Seller shall make deliveries of all Products as specified in this Order without charge for packaging, invoicing, crating or storage, unless otherwise provided for in this Order. Unless otherwise specified on the face of this Order, all Products are to be packed in accordance with good commercial practices. All shipments of Products shall meet the shipping requirements found in Department of Transportation Regulations 49 CFR, Occupational Safety and Health Administration's Hazardous Communication Standard found in 29 CFR and the Dangerous Goods Regulation of the International Air Transport Association. Unless otherwise specified in this Order, THE PRODUCT NAMED ON EACH LINE ITEM OF THIS ORDER MUST BE PACKAGED SEPARATELY to avoid comingling of Product part numbers. Seller shall provide commercial bills of lading with each shipment and invoice, including the number of pieces in and weight of the shipment. Seller shall plainly mark Order numbers and line item numbers on all invoices, packages, bills of lading and shipping orders. WITH EACH SHIPMENT SELLER SHALL PROVIDE A PACKING LIST CLEARLY REFERENCING THE ORDER NUMBER, ORDER LINE ITEM, APPLICABLE PART NUMBERS, DESCRIPTION OF THE PRODUCTS, SIZES, QUANTITIES, AND SERIAL NUMBERS (IF APPLICABLE). THE PACKING LIST MUST CLEARLY DELINEATE LINE ITEMS WHEN MORE THAN ONE LINE ITEM IS INCLUDED IN THE SHIPMENT. Buyer's count and weight shall prevail relative to any shipment discrepancies. Seller shall mark containers or packages with any necessary lifting, loading or other handling instructions. Shipments from foreign countries containing wood packaging materials (WPM) must conform to the requirements of the requirements of Federal Register 7 CFR Part 319. All documents and markings on containers shall be in English. Further information is available at www.cbp.gov (U.S. Customs and Border Protection). If delays caused by Seller result in the need for premium transportation, the additional costs for the premium transportation shall be the sole responsibility of Seller. Seller must not prepay, insure, or declare value of any shipment made F.C.A. shipping point.

4. TITLE AND RISK OF LOSS. Title to Products shall pass to Buyer only upon Buyer's final acceptance of the Products; however, passing of title shall not relieve Seller of any other obligations under this Order. Risk of loss or damage shall remain with Seller until delivery to Buyer at Buyer's designated facility, except that risk of loss or damage to Products that do not conform with the requirements of this Order shall remain with Seller until cured and/or until Buyer's final acceptance.

5. INSPECTION.

(a) All Products, including raw materials and components, and Seller's and its subcontractors' manufacturing facilities shall be subject to inspection and test by Buyer, Buyer's Customer and/or the Government if this Order is issued under a U.S. Government prime contract, to the extent practicable at all times and places. The exercise of the right of inspection and test, however, shall in no way relieve Seller of its obligation to furnish all Products in strict accordance with this Order. If inspection and test are made on the premises of Seller or any subcontractor of Seller, Seller or such subcontractor shall furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient inspection and test required. All inspection tests shall be performed in such manner as not to cause delay.

(b) All Products shall be subject to final inspection and acceptance by Buyer after delivery, notwithstanding prior payment. It is expressly agreed that payment does not constitute final acceptance. Buyer, at its option, may either reject any Products not in conformity with the requirements and terms of this Order or rework the same at Seller's expense. In the event sampling techniques are utilized by Buyer to ascertain Product acceptability, entire lots may be returned when acceptable quality levels indicate rejection. Buyer may return rejected Products at Seller's risk and expense at the full invoice price plus transportation charges and Buyer's handling charges. No replacement of rejected Products shall be made unless specified by Buyer. All Products delivered under this Order shall strictly comply with the technical requirements defined in this Order, absent Buyer's prior written consent. Final acceptance shall not be conclusive with respect to latent defects, fraud or such gross mistakes as amount to fraud.

(c) Nonconforming parts. In addition to any other remedies available to Buyer, Buyer may return any nonconforming Products to Seller for correction or replacement, at Buyer's election, with all transportation charges and Buyer's handling charges for return and redelivery to be borne by Seller. If Seller fails to accept return of nonconforming Products or fails promptly to correct or replace same, Buyer, without limiting its other rights, may, at Seller's expense, correct or replace the nonconforming Products. Products which have been rejected shall not thereafter be tendered for acceptance unless the former rejection and correction is identified, and such repaired or replacement Products shall be subject to the provisions of this clause and Clause 9, Warranty, to the same extent as the original Products.

6. DELIVERY.

(a) Shipment. Delivery shall be FOB Destination. Deliveries shall be strictly in accordance with Buyer's delivery schedule, and time is of the essence for this Order, and no acts of Buyer, including without limitation, modifications to this Order or acceptance of late deliveries, shall constitute a waiver of this provision.

(b) Schedule/Timely Performance. In the event of any anticipated or actual delay, including but not limited to delays attributed to labor disputes, Seller shall: (i) promptly notify Buyer in writing of the reasons for the delay and the actions being taken to overcome or minimize the delay; (ii) provide Buyer with a written recovery schedule; and (iii) if requested by Buyer, ship via air or other expedited routing, at no additional cost to Buyer, to avoid or minimize delay to the maximum extent possible.

(c) Early Shipments/Overshipments. Seller shall not make product commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Buyer's delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of Buyer's delivery schedule. At Buyer's sole discretion, early shipments or excess quantities may be stored at Seller's expense, or returned at Seller's risk and expense at the full invoice price plus transportation charges and Buyer's handling charges. If Products are manufactured with reference to Buyer's proprietary information or materials, Seller agrees that, pursuant to Clause 20, Protection of Proprietary Information of this Order, Seller shall not sell or offer such Products for sale to anyone other than Buyer without Buyer's prior written consent.

7. NOTIFICATIONS. Notices and authorizations pursuant to or regarding this Order shall be in writing and shall be delivered in person; by registered or certified mail (in each case, return receipt requested and postage prepaid); by nationally recognized overnight courier (with all fees prepaid and proof of delivery); by facsimile; by email; or as otherwise designated by written notice from either party to the other.

When Seller anticipates making any of the following changes, Seller shall provide written notification of the anticipated change to Buyer not less than thirty (30) days prior written notice to making the change:

- Change in Seller's suppliers, which have been previously approved by Buyer.
- Change in Seller's quality or process certification (NADCAP, ISO/AS, Government, etc.).
- Change in machinery or inspection methods/techniques, which have been previously approved by Buyer.
- Change in Seller's plans or processes, including any control or frozen plans, which have been previously approved by Buyer.
- Change of geographical location for manufacture of the Products.

At least ten (10) days prior to the occurrence of any of the following, Seller shall provide written notification of such event to Buyer:

- Change in company ownership.
- Change in senior or site management, including Quality management.
- Major reduction/change in workforce.
- Acquisitions that may impact current operation or key personnel.

Seller shall promptly notify Buyer's Procurement Representative of any communications initiated by Buyer's Customer, any higher tier contractor(s), or the U. S. Government, that affects the applicable prime contract, this Order, and/or any related contract.

8. INVOICES. An itemized invoice must be sent promptly to Buyer's Accounting Department for Products delivered and accepted as herein provided. Seller shall issue a separate original invoice for each delivery of Products that shall include Buyer's Order number and line item number. Delays in receiving invoices shall be considered just cause for withholding payment without losing any discount privilege. Payment terms are net thirty (30) days unless otherwise provided on the face of this Order. Each payment made shall be subject to reduction to the extent of amounts which are found by Buyer not to have been properly payable, and shall also be subject to reduction for overpayments. Except as otherwise provided in this Order, no payment for extras shall be made unless such extras and the price have been authorized by Buyer's Procurement Representative.

9. WARRANTY. Seller warrants to Buyer and its customers that all Products (other than services) covered by this Order shall strictly conform to the specifications, drawings, samples, symbols or other descriptions specified by Buyer; shall be free from any liens or encumbrances; shall be new, merchantable, and free from defects in design, material and workmanship; that no conflict of interest exists between the services and Products to be provided under this Order and Seller's other activities. Seller shall immediately advise Buyer of any such conflict of interest or potential conflict of interest which arises during performance of this Order and all Products covered by this Order, which are in accordance with Seller's design, drawings or specifications, shall be fit and suitable for the purpose intended. Seller warrants that the Products (other than services) shall continue to be free from defects in design, material and workmanship for a period of twelve (12) months from the date of final acceptance, unless the Seller's standard warranty is for a longer period or unless otherwise stated on the face of the Order. In addition to any other remedies available to Buyer, Buyer may return any nonconforming Products to Seller for correction or replacement, with all transportation charges and Buyer's handling charges for return and redelivery to be borne by Seller. If Seller fails to accept return of nonconforming Products or fails promptly to correct or replace same, at Buyer's election, Buyer, without limiting its other rights, may, at Seller's expense, correct or replace the nonconforming Products or procure the Products from another subcontractor and charge the cost to Seller. Products which have been rejected for warranty under this clause shall not thereafter be tendered for acceptance unless the former rejection and correction is identified, and such repaired or replacement Products shall be subject to the provisions of this clause to the same extent as the original Products and shall be from the delivery date of the repaired or replaced Products.

If the Products provided under this Order includes services, then Seller warrants and represents that the services will be performed in a professional and workmanlike manner and will conform in all material respects to the statement of work or, to standard industry practice if there is no statement of work. This warranty will remain in effect for a period of ninety (90) days following completion of the services. If Seller breaches this warranty, Buyer may demand Seller to re-perform the non-conforming services or, at Buyer's option to request a refund for the non-conforming services.

These warranties are in addition to all other warranties specified herein or implied by law and shall survive acceptance and payment. All warranties shall run to Buyer, its successors, assigns, customers, and the users of the Products.

10. CHANGES. Only Buyer's Procurement Representative has authority to make changes in, to amend, or to modify this ORDER on behalf of BUYER. Such changes, amendments or modifications must be in writing and signed by BUYER'S Procurement Representative.

Buyer may at any time by a written order, and, without notice to sureties, if any, make changes within the general scope of this Order, in any one or more of the following:

- Drawings, designs or specifications;
- Method of shipment or packing;
- Place or time of delivery;
- Reasonable adjustments in quantities or delivery schedules or both;
- Terms and conditions of this Order required to meet Buyer's obligations under Buyer's Customer and/or Government prime contracts or subcontracts;

and if this Order includes services:

- A description of services to be performed;
- Time of performance (e.g. hours of the day, days of the week, etc.); and
- Place of performance.

If any such change causes an increase or decrease in the cost and/or the time required for performance of this Order, Buyer and Seller shall negotiate an equitable adjustment in the price or schedule, or both, to reflect the increase or decrease. Buyer shall modify this Order in writing accordingly. Notwithstanding the foregoing, Seller shall immediately comply with such direction pending any equitable adjustment, if any.

11. APPROVALS. Wherever this Order provides for submittal of designs, components, or other items for approval of Buyer, such approvals shall not be construed as Buyer's agreement as to the adequacy of said design, component, or item, nor as an agreement or acknowledgment that the design, component, or item shall meet the requirements of this Order. Such approvals are solely for the purpose of insuring Buyer's knowledge of Seller's plans and progress and shall indicate only that Seller's general approach towards meeting requirements under this Order is satisfactory. Such approvals shall in no way relieve Seller of its responsibility for any error or deficiency which may exist in the submitted design, component, or other item, as Seller shall be responsible for meeting all the requirements of this Order.

12. SUSPENSION OF WORK.

(a) By written notice Buyer reserves the right to suspend work under this Order for a period not to exceed 100 days. Within such period of any suspension of work, Buyer shall: (i) cancel the suspension of work order; (ii) terminate this Order in accordance with Clause 17, Termination for Convenience of this Order; (iii) cancel this Order in accordance with Clause 15, Termination for Default of this Order; or (iv) extend the stop work period. Upon receipt of such written notice, the Supplier shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Products covered by the Order, including costs incurred by subcontractors, during the period of work stoppage.

(b) Seller shall resume work whenever a suspension is canceled. Buyer and Seller shall negotiate an equitable adjustment in the price or schedule or both if: (i) this Order is not canceled or terminated; (ii) the suspension results in a change in Seller's cost of performance or ability to meet the Order delivery schedule; and (iii) Seller submits a claim for adjustment within twenty (20) days after the suspension is canceled. In the event the suspension of work is due to actions of the U.S. Government, such equitable adjustment shall be subject to the equitable adjustment provided by the U.S. Government.

13. ADMINISTRATION.

(a) Notwithstanding any other provisions of this Order or any document referenced herein, Buyer's Procurement Representative has the sole authority to make contractual commitments on behalf of Buyer, to provide contractual direction, and to change contractual requirements as defined in this Order. Buyer's program management, engineering, and technical personnel and other representatives may from time to time render assistance or give technical advice or discuss or effect an exchange of information with Seller's personnel concerning the Products hereunder. HOWEVER, ONLY BUYER'S PROCUREMENT REPRESENTATIVE SHALL HAVE THE AUTHORITY TO DIRECT OR AUTHORIZE CHANGES OR MODIFICATIONS TO THIS ORDER.

(b) Whenever Seller believes it has received direction from personnel other than the Procurement Representative, Seller shall promptly confirm the direction with the Procurement Representative if Seller believes that the direction might constitute a change or modification to any requirement of this contract, including its delivery terms, schedule or specifications. Seller shall not implement any changes or modifications to this contract (including contract specifications and quality control provisions) without first having received written authorization to do so from the Procurement Representative.

(c) Where Buyer approval of any kind is required under the terms of this Order, only the written approval of Buyer's Procurement Representative shall satisfy this requirement.

14. MODIFICATION OF ORDER. This Order integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the parties. 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 modification signed by Buyer's Procurement Representative and delivered by Buyer to Seller.

15. TERMINATION FOR DEFAULT.

(a) Buyer may, by written notice of default to Seller, terminate the whole or any part of this Order if Seller: (i) fails to make delivery of the Products or to perform the work or services within the time specified herein; (ii) fails to perform any other provision of this Order or breaches any of the terms hereof: (iii) fails to provide adequate assurance of future performance: (iv) fails to make progress so as to endanger performance of this Order in accordance with its terms; or (v) files or has filed against it a petition in bankruptcy or becomes insolvent or suffers a material adverse change in financial condition. Seller shall have ten (10) days (or such longer period as Buyer may authorize in writing) to cure any such failure after receipt of notice from Buyer specifying such failure. Upon failure to cure the default, Buyer may give Seller written notice of Termination for Default. Default involving delivery schedule delays or adverse change in financial condition shall not be subject to the cure provision.

(b) Following a termination for default of this Order, Buyer may require Seller to transfer title and deliver to Buyer, as directed by Buyer, any (i) completed Products, (ii)

any partially completed Products and materials, parts, tools, dies, jugs, fixtures, plans, drawings, information, and contract rights (collectively, "Manufacturing Materials") that Seller has specifically produced or acquired for the terminated portion of this Order. Upon direction from Buyer, Seller shall also protect and preserve property in its possession in which Buyer or its customer has an interest.

(c) If Buyer terminates this Order in whole or in part, in addition to any other remedies of Buyer at law or equity or under this Order, Buyer may procure, upon such terms and in such manner as Buyer deems appropriate, Products similar to those terminated, and Seller shall pay Buyer upon demand all excess reprocurement costs (including administrative costs) that Buyer may incur for such reprocurement. If after termination for default under this Order, it is determined that Seller was not in default, such termination shall be deemed a termination for convenience.

(d) Seller shall continue performance of the non-terminated portion of this Order as directed by Buyer.

16. BUYER'S REMEDIES. All rights and remedies of Buyer set out in this Order are cumulative and are in addition to any remedies provided at law or equity.

17. TERMINATION FOR CONVENIENCE.

(a) Buyer may terminate, for its convenience, the whole or any part of the work required under this Order by delivering to Seller a written notice of termination specifying the work terminated and the effective date thereof.

(b) Upon receipt of said notice, Seller must immediately cease work and shall immediately cause any and all of its suppliers and subcontractors to cease work, including but not limited to the manufacture and procurement of materials for the fulfillment of the terminated portion of the Order, and upon request deliver to Buyer all completed and partially completed Products and work in process, as well as any other deliverables described below.

(c) In the event Seller has a claim for adjustment, it must notify Buyer in writing of its intent to file a claim within twenty-one (21) calendar days from the effective date of termination. Seller's final termination claim must be submitted to Buyer within sixty (60) calendar days from the date that Seller's intent to file a claim was submitted to Buyer. Seller shall have no other remedies after this period.

(d) Buyer's only obligation shall be to pay Seller a percentage of the price reflecting the percentage of the work performed prior to the notice of termination plus reasonable charges Seller can demonstrate to the satisfaction of Buyer using its standard record keeping system have resulted from the termination. Seller shall not be paid for any work performed or costs incurred that reasonably could have been avoided. In the event that Buyer terminates this Order pursuant to Government direction, Seller's recovery of termination costs shall be limited to the extent that Buyer is able to recover such costs from the Government.

(e) In no event shall Buyer be liable for lost or anticipated profits, unabsorbed indirect costs or overhead, or any amount in excess of the total Order price.

(f) Upon Buyer's request, Seller shall make reasonably available to Buyer, any books, records or documents supporting Seller's termination claim proposal.

(g) Upon Buyer's payment to Seller, title to all deliverables shall vest in Buyer. Deliverables include, but are not limited to: Products, work-in-progress, Special Tooling, Special Test Equipment, plans, drawings, specifications, or other information acquired under this Order. Buyer's right of termination is in addition to and not in derogation of Buyer's rights under Clause 15, Termination for Default, hereof. Notwithstanding the issuance by Buyer of a notice of termination hereunder, any rights of Buyer based on prior breach of performance by Seller shall survive. Upon receipt of a notice of termination, Seller shall continue with performance of any work not terminated under this Order. Seller shall also protect and preserve all property related to this Order that is in the possession of Seller and in which Buyer has or may acquire an interest.

18. INTELLECTUAL PROPERTY. Seller agrees:

(a) to defend, hold harmless and indemnify Buyer, its successors, affiliates, agents and customers, against claims of direct or contributory infringement or inducement to infringe any third party's intellectual property (including, without limitation, any patent, trademark, copyright, industrial design right or misuse or misappropriation of trade secret) and against any resulting damages or expenses, including attorneys' and other professional fees, settlements and judgments, arising in any way in relation to Products or services procured or provided by Seller (including, without limitation, their manufacture, purchase, offer for sale, use and/or sale), including such claims where Seller has provided only part of the Products, and Seller expressly waives any claim against Buyer that such infringement arose out of compliance with Buyer's specification, except to the extent such infringement is actually embodied in designs created by Buyer that are required by this Order. Seller shall, at its own expense, either procure for Buyer the right to continue to sell and use the item or replace or modify the item so that it becomes non-infringing;

(b) to waive any claim against Buyer, including any hold-harmless or similar claim, in any way related to a third-party claim asserted against Seller for infringement of any intellectual property (including, without limitation, any patent, trademark, copyright, industrial design right or trade secret);

(c) that Buyer and its subcontractors and direct or indirect customers have the worldwide, irrevocable right to repair, reconstruct or rebuild, and to have repaired, reconstructed or rebuilt, Products delivered under this Order without payment of any royalty or other compensation to Seller;

(d) that manufactured parts based on Buyer's designs, drawings or specifications may not be used in any manner for Seller's or Seller's affiliates and suppliers own use or sold to third parties without Buyer's express written consent;

(e) to assign and hereby assigns to Buyer each invention, discovery or improvement (whether or not patentable) that is conceived or first reduced to practice by Seller, or by any person employed by or working under the direction of Seller, in the performance of this Order;

(f) to promptly disclose in an acceptable form to Buyer all such inventions, discoveries or improvements and to cause its employees to sign any papers necessary to enable Buyer to obtain title to each invention, discovery or improvement and to file applications for patents throughout the world;

(g) to the extent that this Order is issued for the creation of copyrightable works, that the works shall be considered "works made for hire," and, to the extent that the works do not qualify as such, to assign to Buyer upon delivery thereof all right, title and interest in all copyrights therein (including, without limitation, any source code);

(h) to give Buyer or its designees all assistance reasonably required to perfect any such rights; and

(i) if this Order includes Products which are for use in connection with a U.S. Government prime contract or subcontract, then this Clause does not change the rights in technical data that the U.S. Government obtains pursuant to any FAR or DFARS clauses incorporated into this Order through Attachment I.

19. DRAWINGS. Seller acknowledges that it has available to it all specifications, drawings, data, and other documents referenced in this Order and that they are adequate to enable Seller to perform the work called for herein in accordance with the delivery schedule.

Buyer's Drawings. All drawings, specifications and data furnished by Buyer to Seller hereunder shall remain the property of Buyer or Buyer's Customers (as the case may be) and shall not be disclosed by Seller and shall be used by Seller only as and to the extent required for the performance of this Order, unless otherwise approved by Buyer in writing. Upon completion of work by Seller under this Order and upon Buyer's request, Seller shall promptly return to Buyer all drawings, specifications and other data furnished by Buyer in connection herewith, together with all copies or reprints in Seller's possession or control, and Seller shall thereafter make no further use, either directly or indirectly, of any such drawings, specifications, data or any information derived there from, without Buyer's prior written consent.

Seller's Drawings. If the performance of the Order obligates Seller to manufacture Seller-designed Buyer part numbered Products to Seller's drawing revision level and where manufacturing will be to a different revision level, Seller will provide Buyer released updated drawings with explanation as to how the present configuration differs from the specified or approved revision level configuration. Seller must receive Buyer's approval of updated drawing prior to the manufacturing and shipment of Products to Buyer.

No review or approval by Buyer of any work hereunder or of any designs, drawings, specifications or other documents prepared by Seller will be construed to relieve Seller in any way from design responsibility for the Products to be delivered hereunder, or from responsibility to comply with the requirements of the Order.

20. PROTECTION OF PROPRIETARY INFORMATION. Any information of Buyer identified as confidential or proprietary that is provided by Buyer to Seller (hereinafter referred to as "Buyer Proprietary Information") shall remain the property of Buyer. Seller agrees to comply with all proprietary information markings and restrictive legends applied by Buyer to such Buyer Proprietary Information.

Seller agrees to use Buyer Proprietary Information only for the purpose of performing under this Order and agrees not to disclose such information to third parties or Seller's affiliates and suppliers without the prior written consent of Buyer. The Seller shall disclose Buyer Proprietary Information only to its employees having a "need to know" and shall ensure that each such employee is aware of this clause and has agreed to abide by its provisions.

Seller agrees that it will protect and maintain the confidence of Buyer Proprietary Information using the same degree of care it uses to protect its own proprietary information, but in no event less than a reasonable degree of care. During such time, Seller shall use information protection processes and systems sufficient to protect Buyer's Proprietary Information from unauthorized access, inadvertent disclosure, known misuse, loss, destruction, or alteration other than as required to complete this

Order (the occurrence of any of the foregoing events shall hereinafter be referred to as a “Compromise”). Seller shall not copy or reproduce any Buyer Proprietary Information without the prior written consent of Buyer. The Seller shall, upon Buyer’s request or upon completion of this Order, whichever occurs first, promptly return all drawings and specifications and other Buyer furnished Proprietary Information to Buyer. Unless the parties otherwise agree in writing, Buyer shall be entitled to use any Seller information provided under this Order without limitation or restriction, regardless of any Seller markings or designations to the contrary.

If Seller becomes aware of any compromise of information provided by Buyer to Seller, its officers, employees, agents, suppliers, or subcontractors (an “Incident”), Seller will take appropriate immediate action to investigate and contain the Incident and any associated risks, including prompt notification to Buyer as soon as possible after learning of the Incident. Seller will additionally provide its reasonable cooperation to Buyer in any investigation it may conduct regarding the nature and scope of any Incident. Any costs that may be incurred for remedial actions caused by an Incident shall be borne by Seller.

Seller agrees that, in the event of a breach or threatened breach of its obligations under this clause, Buyer may be irreparably harmed such that monetary damages alone will not adequately compensate for its injuries. In the event of any such breach or threatened breach, Buyer shall be entitled, in addition to any rights or remedies it may have at law or in equity, to temporary and permanent injunctive relief, without posting bond or other security, issued by any court of competent jurisdiction enjoining and restraining Seller from continuing such breach and the payment by Seller of all costs associated with any related litigation, including attorneys’ fees.

In the event that any obligations related to proprietary information set forth on the face of this Order or within a duly signed non-disclosure agreement between Buyer and Seller are inconsistent with the provisions set forth herein, the obligations set forth on the face of this Order or within such non-disclosure agreement shall govern the parties’ obligations.

21. USE OF FREE, LIBRE AND OPEN SOURCE SOFTWARE (FLOSS).

(a) This clause only applies to an Order that includes the delivery of software (including software residing on hardware).

(b) Seller shall disclose to Buyer in writing any FLOSS that Seller intends to use or will be delivered in connection with this Order and shall obtain Buyer’s prior written consent before using or delivering such FLOSS in connection with this Order. Buyer may withhold such consent in its sole discretion.

(c) As used herein, "FLOSS License" means the General Public License ("GPL"), Lesser/Library GPL, (LGPL), the Affero GPL (APL), the Apache license, the Berkeley Software Distribution (“BSD”) license, the MIT license, the Artistic License (e.g., PERL), the Mozilla Public License (MPL), or variations thereof, including without limitation licenses referred to as "Free Software License", “Open Source License”, “Public License”, or “GPL Compatible License.”

(d) As used herein, "FLOSS" means software that incorporates or embeds software in, or uses software in connection with, as part of, bundled with, or alongside any:

(1) open source, publicly available, or "free" software, library or documentation; or

(2) software that is licensed under a FLOSS License; or

(3) software provided under a license that:

(a) subjects the delivered software to any FLOSS License; or

(b) requires the delivered software to be licensed for the purpose of making derivative works or be redistributable at no charge; or

(c) obligates Buyer to sell, loan, distribute, disclose or otherwise make available or accessible to any third party:

(i) the delivered software, or any portion thereof, in object code and/or source code formats; or

(ii) any products incorporating the delivered software, or any portion thereof, in object code and/or source code formats.

(e) Seller agrees to defend, indemnify, and hold harmless Buyer, its customers and suppliers from and against any claims, damages, losses, costs, and expenses, including reasonable attorneys’ fees, relating to use in connection with this Order or the delivery of FLOSS.

22. UNDEFINITIZED ORDERS. If this is an undefinitized Order, by acceptance of this Order per Clause 2, Acceptance of the Order, Seller agrees:

(a) to submit (if not already submitted): (i) a fixed price, or cost-and-fee-type, quote/proposal, as appropriate to the type of Order noted elsewhere in this Order, and (ii) the supporting cost or pricing data if requested by Buyer.

(b) to enter promptly into negotiations in good faith to definitize undefinitized issues prior to the target dates set forth elsewhere in this Order. All terms, conditions, and specifications referenced in the Order shall apply. Federal Law, Executive Orders and Government Procurement Regulations applicable to a definitized Order of the type anticipated by this undefinitized Order shall apply.

(c) to proceed immediately to procure materials and take such other actions as are proper and called for to ensure that the supplies may be delivered or services performed on time. Seller is not authorized to incur obligations which would result in a termination liability to Buyer in excess of the funded amount set forth in this Order authorized through to the anticipated definitization date established in this Order or through such extension of time as may be granted by Buyer in a written amendment to this Order.

(d) in the event this Order is not definitized by the anticipated definitization date established in this Order, this undefinitized Order shall continue in full force and effect until the Buyer, at Buyer’s election, has either extended or terminated this order via a Change Order. If the order is terminated, Seller will be paid an amount determinable in accordance with Clause 17, Termination for Convenience hereof.

23. PRICE WARRANTY. Seller warrants that the prices charged under this Order do not exceed those charged by Seller to any other customer, including preferred customers and the U.S. Government, for purchase of the same or substantially similar Products or services in like or similar quantities.

24. TAXES. Unless this Order specifies otherwise, the price of this Order includes, and Seller is liable for and shall pay, all taxes, impositions, charges and exactions imposed on or measured by this Contract except for applicable sales and use taxes that are separately stated on Seller's invoice. Prices shall not include any taxes, impositions, charges or exactions for which Buyer has furnished a valid exemption certificate or other evidence of exemption. In case it shall be determined that any tax included in the prices herein was not required to be paid by Seller, Seller agrees to notify Buyer, to make prompt application for the refund thereof, to take all proper steps to procure the same, and, when received, promptly pay the same to Buyer.

25. WORK ON BUYER’S OR ITS CUSTOMER’S PREMISES.

(a) If this Order involves work by Seller on Buyer’s or Buyer’s Customer’s premises, Seller and Seller’s Suppliers shall comply with all safety and security regulations and shall take all precautions required by Buyer or otherwise necessary to prevent the occurrence of any injury to person or property during the progress of such work. Seller shall promptly inform Buyer of any injury or damage that occurs.

(b) Seller shall provide timely notice to Buyer prior to the introduction to the premises of any hazardous material, as defined in any Federal, state, or local law or ordinance or in any lawful order, rule or regulation there under applicable to the premises. Seller shall equip its employees, agents and subcontractors for the use of such hazardous material, and for the use of such other hazardous materials, as identified by Buyer to Seller, used by Buyer on the premises.

(c) Buyer may, at its sole discretion, remove or require Seller to remove any specified personnel of Seller from Buyer’s or Buyer’s Customer’s premises and request that such personnel not be reassigned to any Buyer premises under this Order. Any costs arising from or related to removal of Seller’s employee shall be borne solely by Seller and not charged to this Order.

26. SPECIAL TOOLS AND/OR SPECIAL TEST EQUIPMENT.

(a) Unless otherwise provided herein, special tools means equipment, dies, jigs, fixtures molds, patterns, taps, gauges, and patterns all components of these items (hereinafter collectively referred to as "Special Tooling"), used in the manufacture of Products shall be furnished by and at the expense of Seller, shall be kept in good condition, and, when necessary, shall be replaced by Seller without expense to Buyer. Special Test Equipment means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing (hereinafter collectively referred to as “Special Test Equipment”) in performing this Order.

(b) If the price stated on the face of this Order does not include the cost of the Special Tooling and/or Special Test Equipment, Buyer may, at any time, reimburse Seller for the actual cost of any of the Special Tooling and/or Special Test Equipment and become the owner of same. Upon receipt of Buyer’s payment for the Special Tooling and/or Special Test Equipment, Seller agrees to immediately deliver possession of the Special Tooling and/or Special Test Equipment to Buyer. If the price stated on the face of this Order does include the cost of any Special Tooling and/or Special Test Equipment fabricated or acquired by Seller for the purpose of filling this Order, such Special Tooling and/or Special Test Equipment, and any process sheets related thereto, shall become the property of Buyer and shall be identified by Seller as such. Unless otherwise specified in this Order, Buyer shall make payment for the Special Tooling and/or Special Test Equipment only upon acceptance of the first run of Products fabricated therewith. In the event that any Special Tooling and/or Special Test Equipment becomes the property of Buyer, Seller shall, at its own expense, (i) maintain such Special Tooling and/or Special Test Equipment in proper working order, (ii) be

responsible for such Special Tooling and/or Special Test Equipment as set forth in Clause 27, Furnished Property, below, and (iii) shall use the same only for the production of Products for Buyer, unless otherwise authorized in writing. Seller shall follow its normal industrial practice in maintaining property control records for such Special Tooling and/or Special Test Equipment, and, when this Order has been completed, such Special Tooling and/or Special Test Equipment shall be disposed of as Buyer may direct.

(c) Seller shall include the substance of this clause in all purchase orders and subcontracts issued by it hereunder.

27. FURNISHED PROPERTY. Buyer may provide to Seller property owned by either Buyer or its Customer (Furnished Property). Unless previously authorized in writing by Buyer's Procurement Representative, Furnished Property shall be used only for the performance of this Order. Title to Furnished Property shall, at all times, remain in Buyer or its Customer, as applicable. Seller assumes the risk of and shall be responsible for any loss thereof or damage to the Furnished Property however caused while in Seller's possession, custody, or control, including any transfer to Seller's subcontractors. Seller shall clearly mark, maintain an inventory of, and keep segregated or identifiable all Furnished Property and all other property to which Buyer acquires an interest by virtue of this Order. Seller shall immediately notify Buyer's Procurement Representative, in writing, if Furnished Property is lost, damaged, or destroyed. Without limiting the foregoing, Seller agrees to procure property insurance satisfactory to Buyer, insuring to the full insurable value of all Furnished Property in Seller's possession, against loss of or damage resulting from fire or theft (including extended coverage, malicious mischief and vandalism) or Seller's negligence. Seller shall provide Buyer with a certificate of insurance. Such certificate shall contain the policy number, effective date, expiration date and a statement noting Buyer as an additional insured. Seller's applicable insurance policies shall be primary to all policies of Buyer. Seller further agrees to pay all taxes assessed against the Furnished Property or the use thereof while in Seller's possession and to file all necessary declarations and reports in connection therewith.

Buyer shall not be liable for any loss, damage or expense resulting, directly or indirectly, from any delay in delivery or non-delivery of any of the Furnished Property or from any Furnished Property that is determined to be defective. Buyer's liability for any claims in any way related to Furnished Property is expressly limited to the replacement of defective property returned to Buyer by Seller within thirty (30) days of Seller's receipt of such defective property. Upon completion or termination of this Order, Seller shall notify Buyer in writing of any Furnished Property that remains in Seller's possession. Buyer shall then instruct Seller as to the return or disposition of such Furnished Property. If Buyer requests that any of the Furnished Property be returned, Seller shall deliver such property to Buyer in good condition, subject to ordinary wear and tear and normal manufacturing losses.

28. SAFEGUARDING PRODUCTS IN PROCESS. In all Orders where progress payments or milestone payments are made by Buyer, Seller must properly safeguard against loss, damage and/or theft of all Products, work-in-process, Special Tooling, Special Test Equipment, plans, drawings and specifications.

29. RIGHT OF ACCESS TO FACILITIES AND RECORDS. Subject to all applicable Government security regulations, acceptance of this Order shall grant to authorized representatives of Buyer and its Customer (with the prior concurrence of Buyer's Procurement Representative) right of access to all facilities involved in performing work under this Order and to all applicable records in order to review progress, discuss problems/failures and witness testing pertaining to the requirements of this Order. Additionally, Buyer and its Customer shall have the right to examine, reproduce and audit all Seller's records related to pricing, incurred costs and proposed costs associated with any proposals (prior to or after contract award), invoices or claims. Seller shall provide adequate information on performance of this Order in response to any other reasonable requests by Buyer and/or its Customer.

30. PARTS OBSOLESCENCE.

(a) Buyer may desire to place additional orders for any Products purchased hereunder. Accordingly, Seller shall provide Buyer with a Last-Time-Buy Notice at least twelve (12) months prior to any action to discontinue any Products purchased hereunder.

(b) The price of this Order shall not be subject to adjustment due to any Seller claim of parts obsolescence. Seller certifies that Seller has taken parts obsolescence into account as it relates to the price of this Order.

31. DISPOSAL OF PRODUCTS. Seller shall not sell, or otherwise dispose of as scrap or otherwise, any completed or partially completed or defective Products without defacing or rendering such Products unsuitable for use. Upon completion or termination of this Order, Seller shall, at Seller's expense, dispose of all Products, including partially completed Products, as required or directed by Buyer.

32. PRODUCT ORIGIN.

(a) Prior to finalizing the Order or prior to release of the shipment of Products to Buyer, Seller must provide Buyer a statement specifying the Country of Origin, the Product name and description, Buyer and Seller part number, Harmonized (Tariff) Schedule (HTS/HS) number, manufacturer name and location and USML. Seller will also provide, as requested, any other documentation that is required for U.S. and/or Canadian Customs and other Government agency compliance.

(b) If the Products provided under the Order qualify for preferential duty treatment under a Free Trade Agreement such as the North American Free Trade Agreement (NAFTA), Seller must provide Buyer's Global Trade Compliance Department with a NAFTA or other Certificate of Origin to enable Buyer to claim preferential duty treatment at the time of entry. Seller acknowledges that the Certificate will be used by Buyer as proof of eligibility for preferential duty treatment, and agrees to provide full cooperation to Buyer for any U.S., Canadian or other foreign Customs inquiries into preferential duty claims that arise out of any Product furnished under the Order. Unless Buyer requests individual Certificates for each shipment, Seller may provide annual blanket Certificates to cover multiple shipments during the calendar year.

(c) Seller will send Certificates of Origin or statements specifying Country of Origin to Buyer at the e-mail, address, or fax numbers provided within the request for quote.

(d) Seller must notify Buyer in writing of any change in the Origin of the Product.

(e) Buyer will notify Seller in writing if Seller fails to supply documentation required under Paragraphs (a) through (d) of this clause, and Seller agrees to provide Buyer the relevant documentation within 30 days of receipt of notice from Buyer.

(f) Seller shall be responsible for all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of Seller, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.

33. CONFLICT MINERALS. Seller acknowledges that Buyer's ultimate parent company, Textron Inc., is subject to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act") and the implementing rule promulgated by the U.S. Securities and Exchange Commission ("SEC") which will require reporting related to tin, tantalum, tungsten and gold (the "Conflict Minerals") contained in products sold by Buyer. Seller shall promptly provide such written certifications concerning Conflict Minerals contained in Products, components, parts and materials supplied to Buyer by Seller as Buyer may request from time to time. Seller acknowledges that for purposes of any reports Textron Inc. may file with the SEC, Buyer and Textron Inc. will rely on the accuracy and completeness of each such certification. Seller represents and warrants that it has adopted and will maintain a supply chain policy and procedure to conduct, and require its suppliers to conduct, a reasonable inquiry to determine, (i) whether the products, components, parts or materials supplied to Buyer contain Conflict Minerals and (ii) whether the source of any such Conflict Minerals not derived from recycled or scrap materials may be from the Democratic Republic of the Congo or an adjoining country and if so to perform due diligence to identify the facilities used to process such Conflict Minerals and make efforts to identify the location of each mine or location of origin of such Conflict Minerals with the greatest possible specificity. Seller represents, warrants and certifies that its Products, parts, components and materials are not, and will not be, produced with child, indentured or forced labor.

34. COMPLIANCE WITH APPLICABLE LAWS. Seller agrees that, in the performance hereof, it shall comply with all applicable laws, both foreign and domestic, statutes, rules, regulations or orders, and same shall be deemed incorporated herein by reference.

35. EXPORT/IMPORT COMPLIANCE.

(a) Export Compliance. The following restrictions shall apply to all designs, drawings, and other technical documents and information (hereinafter referred to as "Technical Data") and defense service, as defined in 22 CFR 120.9, (hereinafter referred to as "Technical Assistance") furnished or disclosed to Seller by Buyer and to any Products manufactured by Seller, its subsidiaries, affiliates, and Suppliers, by use of such Technical Data and/or Technical Assistance. In connection with the disclosure, delivery, or export of Technical Data or Technical Assistance by Buyer to Seller, Seller shall comply, and shall cause its subsidiaries, affiliates, and Suppliers at all tiers, to comply with any export controls under the Arms Export Control Act of 1976 (22 USC 2751-2779), the International Traffic in Arms Regulation (ITAR) (22 CFR 120-128 and 130) or the provisions of the Export Administration Act of 1979 (50 USC 2401-2420) and the Export Administration Regulations (15 CFR 768-799) and their successor and supplemental laws and regulations (collectively hereinafter "Export Laws and Regulations"). The parties acknowledge that these statutes and regulations impose restrictions on import, export, and transfer to third countries of certain categories of Technical Data, Technical Assistance and Products, and that authorization from the U.S. Department of State and/or U.S. Department of Commerce may be required before such Technical Data, Technical Assistance and Products can be disclosed, transferred or exported to a Foreign Person (as defined in ITAR Part 120.16) and that such export authorizations may impose further restrictions on the use of such Technical Data, Technical Assistance and Products. Seller shall indemnify and hold Buyer harmless to the full extent of any loss, damage, or expense, including lost profit, attorney's fees and court costs, for any failure or alleged failure of Seller to comply with any applicable laws, statutes, rules, regulations or orders, including, without limitation, the export/import laws of the United States. Seller represents and warrants that it is either: (1) a U.S. Person

as that term is defined in Part 120.15 of the ITAR or (2) that it has disclosed to Buyer in writing the country in which it is incorporated or otherwise organized to do business, or if a natural person, all citizenships and U.S. immigration status. Seller shall comply with any and all Export Laws and Regulations, and any license(s) issued there under.

Seller shall provide appropriate certification to Buyer regarding the classification of the Product(s) procured under this Order on either the United States Munitions List (USML) the Commerce Control List (CCL) or the applicable Country's equivalent thereof. Furthermore, Seller shall provide the USML Category or Export Control Classification Number (ECCN) to Buyer, as applicable.

(b) Registration and Certification. If Seller is a U.S. entity and is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, Seller represents that it is registered with the Directorate of Defense Trade Controls, as required by the ITAR and it maintains an effective export and import compliance program in accordance with the ITAR.

(c) Foreign Person. Seller shall not give any Foreign Person access to Technical Data, software or defense articles, or provide an unauthorized defense service as those terms are defined in the applicable Export Laws and Regulations without the prior written consent of Buyer. Any request for such consent must state the intended recipient's citizenship(s) and status under 8 U.S.C 1324 (the Immigration and Naturalization Act), and such other information as Buyer may reasonably request. No consent granted by Buyer in response to Seller's request under this paragraph (c) shall relieve Seller of its obligations to comply with the provisions of paragraph (a) of this clause or the Export Laws and Regulations, nor shall any such consent constitute a waiver of the requirements of paragraph (a) hereinabove, nor constitute consent for Seller to violate any provision of the Export Laws and Regulations.

(d) Indemnification. Seller shall indemnify, hold Buyer harmless, and at Buyer's election, defend Buyer and its customer(s) and their respective officers, directors, employees, and agents from and against all damages, liabilities, penalties, fines, costs, and expenses, including attorneys' fees, arising out of claims, suit, allegations or charges of Seller's failure to comply with the provisions of this clause and breach of the warranty set forth in paragraph (a). Any failure of Seller to comply with the requirements or any breach of the warranty contained in this clause shall be a material breach of this Order.

(e) Subcontracts. The substance of this clause shall be incorporated into any lower-tier subcontract or purchase order entered into by Seller for the performance of any part of the work under this Order.

36. OFFSET CREDITS FOR FOREIGN PROCUREMENTS. Buyer represents that its business base consists, in part, of international orders, and that it must, from time to time, enter into international offset agreements to secure such orders. To the extent that the Products ordered hereunder are components of Buyer's products sold to a foreign nation or concern or are non-recurring activities, tooling, equipment, engineering, etc. associated with Buyer's products sold to a foreign nation or concern, and in recognition that such sale results, directly or indirectly, in business opportunities, sales or revenue for Seller, Seller agrees to cooperate with Buyer in the fulfillment of any offset program obligations that Buyer may be required to accept as a condition of such foreign sale. Seller hereby commits to assume and discharge a proportionate share of said offset obligation(s), either directly or through a mutually agreeable third party, by engaging in such activities as subcontracting, co-production, co-development, technology transfers, counter trade, investments, joint ventures, etc. for Buyer's customer countries.

Buyer expressly claims the right to all industrial benefits and other offset credits arising with respect to any Products ordered hereunder, including any related issues by Seller to sources in the foreign customer's country. Seller agrees to provide all necessary information in such form as may be required to enable Buyer to obtain the aforementioned offset credits.

37. GRATUITIES, KICKBACKS, BUSINESS CONDUCT AND ETHICS. Buyer is committed to building strong business relationships with its suppliers based on lawful, honest, ethical, and impartial business practices. Buyer's expectation is that Seller will also conduct its business in a lawful, honest, ethical, and impartial manner. Seller (or any agent or representative of Seller) shall not offer or provide gratuities or kickbacks to any employee of Buyer. Failure of Seller to honor this commitment may, at Buyer's option, result in immediate termination of the Order in accordance with Clause 15, Termination for Default, without provision for cure. Buyer's further expectation is that Seller will have (or will develop) and adhere to a code of ethical standards. If Seller has cause to believe that Buyer or any employee or agent of Buyer has behaved improperly or unethically in connection with this Order, Seller shall report such behavior in accordance with the Textron Business Conduct Guidelines. Copies of these guidelines and contact information for such reports are available at www.textron.com (Textron's Business Conduct Guidelines). Any questions concerning the Textron Business Conduct Guidelines may be directed to the Director of Ethics and Compliance.

38. ENVIRONMENTAL AND SAFETY POLICIES. All work shall be performed by Seller in full compliance with all applicable federal, state and local government environmental, health, and safety laws and regulations, and all applicable ISO 14001 policies enacted by Buyer's facility receiving the Products. All work performed on Buyer's premises shall be performed in conformity with all plant environmental and safety requirements specified by Buyer. All of Seller's and Seller's Supplier personnel performing work under this Order shall be fully trained and otherwise qualified and competent to perform work assigned to them that has actual or potential environmental impacts. Seller shall indemnify, hold Buyer harmless, and at Buyer's election, defend Buyer and its Customer(s) and their respective officers, directors, employees, and agents to the full extent of any loss, damage, or expense, including lost profit, attorney's fees and court costs, that relates to environmental damages, property damage and/or personnel injury, including injury to remediation personnel, and all related liabilities and associated costs relating to or arising from Seller's performance under this Order**.**

In addition, for all work performed on Buyer's premises: 1) Seller shall provide immediate notice, orally and in writing, to Buyer's Environmental Health and Safety Department of all environmental-related accidents, incidents, and/or damage or liability claims by third parties, of which Seller becomes aware during the performance of work by Seller under this Order; 2) a Seller's representative shall be able to read, speak and understand the English language well enough to safely follow and understand signage and instructions and instruct those personnel who may not understand the signage and instructions.

39. RECORDS RETENTION. For non U.S. Government funded Orders, Seller shall retain all applicable records related to the work hereunder, including its subcontractor records, for five (5) years after final payment by Buyer. For U.S. Government funded Orders, Seller should refer to Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulations for guidance on records retention.

40. SET-OFF. Seller agrees that Buyer shall have the right to set-off against any amounts, which may become payable by Buyer to Seller under this Order or otherwise, any amounts which Seller may owe to Buyer, whether arising under this Order or otherwise.

41. INDEMNIFICATION AND INSURANCE. All rights hereunder shall exist by agreement of the parties notwithstanding any limitations regarding indemnity and/or contribution which exist herein or under the laws of any state. Seller agrees to indemnify, hold harmless, and at Buyer's election, defend Buyer and its customer(s) and their respective officers, directors, employees, and agents from and against (i) any and all losses, costs, claims (including, without limitation, claims under Workers' Compensation or Occupational Disease laws), penalties, causes of action, damages, liabilities, fees, and expenses, including but not limited to reasonable attorneys' fees, all expenses of litigation and/or settlement, and court costs, that result from incidents, accidents, injuries or deaths to any persons or damage and/or losses to property, which result or are alleged to have resulted from: (a) any act or omission of Seller with respect to the Products or services furnished to Buyer hereunder; (b) any claimed defect in the Products or services supplied to Buyer by Seller; and (c) any claimed negligence on the part of Buyer with respect to supervision, monitoring, directing or inspecting the Products or services supplied by Seller, or the design/manufacturing or other activities of Seller in making or supplying the Products or services, and (ii) any and all claims (including resulting costs, expenses and liability) by the employees of Seller or any of its Suppliers arising from or related to this Order.

Seller shall maintain, at its own expense: (i) Comprehensive General Liability insurance in an amount of at least $2 million combined single limit for bodily injury and property damage and a $2 million annual aggregate; (ii) Comprehensive Automobile Liability insurance in an amount of at least $2 million combined single limit for bodily injury and property damage and a $2 million annual aggregate; (iii) Workers' Compensation insurance in accordance with such laws as may be applicable to the work to be performed hereunder; (iv) Employer's Liability insurance in an amount of at least $1 million combined single limit for bodily injury and property damage and a $2 million annual aggregate, and (v) if an aviation product or service, Aviation Liability insurance in an amount of at least $2 million limit of liability per occurrence and in the aggregate. All such insurance policies shall expressly waive any right of subrogation against Buyer and its employees, officers, directors and agents. The required insurance policies shall be endorsed to require the insurance company to provide Buyer with at least thirty (30) days prior written notice of the effective date of cancellation or material change of any insurance policy. Prior to commencing work hereunder, Seller shall provide Buyer with a certificate of insurance evidencing the insurance coverage as set forth above. Such certificate shall contain the policy number, effective date, expiration date and a statement noting Buyer as an additional insured.

42. RELATIONSHIP OF THE PARTIES. This Order shall not constitute, create, or give effect to or otherwise imply a joint venture or partnership of any kind. Each party to this Order is an independent contractor. Neither party shall be deemed to be an employee, agent, partner or legal representative of the other for any purpose, and neither shall have any right, power or authority to create any obligation on behalf of or bind the other in any way.

43. CUSTOMER COMMUNICATION. Buyer shall be solely responsible for all liaison and coordination with the Customer, any higher tier contractor(s), or the U.S. Government, as it affects any applicable prime contract, for this Order, and any related order. Except as required by law, Seller shall not communicate with the Customer, any higher tier contractor(s), or the U.S. Government, with respect to the applicable prime contract, this Order, and/or any related order without prior written approval from Buyer's

Procurement Representative. Seller shall promptly notify Buyer's Procurement Representative of any communications initiated by the Customer, any higher tier contractor(s), or the U.S. Government, that affects the applicable prime contract, this Order, and/or any related order.

44. ADVERTISING, ANNOUNCEMENTS AND NEWS RELEASES. Except as required by law, Seller shall not, and shall require that its Suppliers at any tier shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish or issue any news release or make any public announcements or denial or confirmation of same concerning the fact that Seller has furnished or contracted to furnish Buyer the Products herein mentioned. Seller shall include the substance of this clause in all purchase orders and subcontracts issued by it hereunder and shall be responsible to Buyer for any breach of such obligation by any subcontractor.

45. APPLICABLE LAW, VENUE AND DISPUTES.

(a) This Order and any subsequent changes thereto, and all matters arising from or related to it, shall be construed and enforced in accordance with the laws of the State where Buyer has its principal place of business, excluding its choice of law rules, and irrespective of the place of performance of this Order. Any litigation under this Order shall be brought in a court of competent jurisdiction in the State where Buyer has its principal place of business and the parties hereby submit to the exclusive jurisdiction and venue of such court(s), and waive any defense or objection to the exercise of personal jurisdiction and/or venue by any such court(s). If this Order is issued under a Government prime contract, any provision in this Order that is: (i) incorporated in full text or by reference from the Federal Acquisition Regulations (FAR); and/or (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR; and/or (iii) that is substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the U.S. federal common law of government contracts as enunciated and applied by U.S. federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the U.S. Government. If a decision on a question of fact is issued by the Contracting Officer under the Prime Contract "Disputes" clause and the decision relates to this Order, said decision, if binding upon Buyer under the prime contract, shall also be binding upon Buyer and Seller with respect to this Order.

(b) In the event of a dispute arising out of or related to this Order and not otherwise addressed herein, Buyer and Seller agree to timely notify each other in writing of its position and shall negotiate in good faith to resolve any such dispute. If the parties can't agree on a dispute resolution process or otherwise resolve the dispute within a period of thirty (30) days from the date of first notice, the said dispute may be filed in the proper court for disposition pursuant to subsection (a) of this clause. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF UNDER OR IN CONNECTION WITH THIS ORDER.

(c) Pending final resolution of any dispute or appeal hereunder, the Seller shall proceed diligently with the performance of the Order as directed by the Buyer. If the dispute arises out of a difference in interpretation between the parties as to the performance requirements of the Order, then Seller shall continue performance as determined by the Buyer.

(d) Except as may be expressly set forth in the Order, Seller shall not acquire any direct claim or direct course of action against Buyer's Customer under this Order.

46. FORCE MAJEURE. Neither party shall be liable for delays in delivery caused by circumstances beyond its reasonable control and without its fault or negligence, including strikes, lockouts, riots, epidemics, war, fire, flood, explosion, acts of God, or acts of terrorism. In no event shall shipping delays, Product shortages, or lack of finances or cash flow shortages be considered as a cause beyond the control of a party. The party affected by the Force Majeure shall give prompt written notice thereof and, upon cessation of the Force Majeure, take all reasonable steps to resume compliance with its obligations. If Seller's failure is caused by the failure of a subcontractor of Seller and if such failure arises out of causes beyond the reasonable control of both, and if such failure is without the fault or negligence of either, Seller shall not be liable for excess re-procurement costs unless the Products or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Seller to meet the required delivery schedules. Notwithstanding the above, if such delays extend Seller's delivery or performance date by more than thirty (30) days, Buyer may terminate such part of this Order remaining to be performed. In the event of such termination, the rights and obligations of the parties shall be determined in accordance with the provisions of Clause 17, Termination for Convenience herein.

47. ASSIGNMENT. Seller shall not assign any of its rights or interest in this Order or all or substantially all of its performance of this Order, without Buyer's prior written consent. Seller shall not delegate any of its duties or obligations under this Order. No assignment, delegation or subcontracting by Seller, with or without Buyer's written consent, shall relieve Seller of any of its obligations under this Order or prejudice any of Buyer's rights against Seller. An assignment without Buyer's written consent is ineffective and void. Seller may, however, assign rights to be paid amounts due, or to become due, to a financing institution if Buyer is promptly furnished a signed copy of such assignment reasonably in advance of the due date for payment of any such amounts. Amounts assigned shall be subject to set-off or recoupment for any present or future claims of Buyer against Seller. Notwithstanding anything herein to the contrary, Buyer may assign this Order to an affiliate of or successor in interest to Buyer, at any time, after providing Seller with written notice of such assignment.

48. SURVIVAL. This term and the following terms shall survive the completion or termination of this Order:

- Clause 9, Warranty;
- Clause 18, Intellectual Property;
- Clause 20, Protection of Proprietary Information;
- Clause 24, Taxes;
- Clause 27, Furnished Property;
- Clause 30, Parts Obsolescence;
- Clause 35, Export/Import Compliance;
- Clause 38, Environmental and Safety Policies;
- Clause 39, Records Retention;
- Clause 41, Indemnification and Insurance;
- Clause 44, Advertising, Announcements, and News Releases;
- Clause 45, Applicable Law, Venue and Disputes; and,

any Supplemental Terms and Conditions, listed below, that by their nature should survive.

49. WAIVER. Failure by Buyer to enforce any provision(s) of this Order shall not be construed as a waiver of the requirement(s) of such provision(s), or as a waiver of the right of Buyer thereafter to enforce each and every such provision(s).

50. SEVERABILITY. Each paragraph and provision of this Order is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Order will remain in full force and effect.

51. ORDER OF PRECEDENCE. In the event of any inconsistency between any parts of this Order, the inconsistency shall be resolved by giving precedence in the following order:

- Provisions typed on the face of the Order;
- Flow downs in Buyer's prime contract;
- Master or Long Term Agreement between Buyer and Seller (If applicable);
- These terms and conditions including Attachment I;
- Statement of work;
- Specifications or drawings; and
- Other documents, exhibits, and attachments to the Order.

Nothing in these terms and conditions shall be construed or interpreted to limit or in any way restrict the rights of the Government in regard to data it owns or has a right to use.

52. RULES OF CONSTRUCTION. Each party has participated fully in the review and negotiation of this Order. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

53. ELECTRONIC CONTRACTING. Buyer and Seller agree that if this Order, or any ancillary agreement or correspondence, is transmitted electronically neither Buyer nor Seller shall contest the validity thereof on the basis that this Order, or the acknowledgement, ancillary agreement, or correspondence exists only in electronic form, an electronic record was used in its creation or formation, or it contains only an electronic signature or it was generated automatically, without human intervention by a system intended for the purposes of generating same.