Aurora Machine Purchase Orders are subject to the below terms and conditions:

Acceptance 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 parties.

Supplier's acknowledgement, acceptance of payment, or commencement of performance, shall constitute Supplier's unqualified acceptance of this Order.

Unless expressly accepted in writing by the buyer, additional or differing terms and conditions proposed by Supplier or included in Supplier's acknowledgement are objected to by Buyer and have no effect.

DEFINITIONS

As used throughout this Order, the following definitions apply unless otherwise specifically stated:

A. "Buyer" means Aurora Machine, or a subsidiary, division, affiliate, successor, or an assigned persons of Aurora Machine, or other entity issuing this Order, or issuing any order under any agreement to which these terms and conditions are attached or referenced therein, or to any entity to which this Order is assigned pursuant to this Order.

B. "Purchase Order", "Order", "Contract" or "Agreement" means this Order, including change notices, supplements, amendments, or modifications thereto, except where the context indicates that a particular Order document or other particular document is being referred to.

C. "Supplier" or "Contractor" means the legal entity providing Goods and/or Services or otherwise performing work pursuant to this Order.

D. "Goods" means goods, supplies, or items that include, but are not limited to, those part numbers, model numbers, and/or descriptions set forth on the face of this Order. These terms also include computer software or hardware (including any software, firmware or other hardwired logic embedded within the hardware) delivered or to be delivered under this Order.

E. "Electronic Signature" means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

F. "Open Source" means with respect to Software and any licenses of same, that Software provided under a license which permits the user to run, copy, distribute, study, change, modify and/or improve the Software but which prohibits the user from: (i) withholding improvements and/or modifications made by the user to the source code when and/if user thereafter distributes the Software; and/or (ii) adding restrictions on use when redistributing or transferring the Software to third parties. For purposes of this Order, "Open Source" Software shall also include "Free Software" as defined by the Free Software Foundation Inc.

G. "Harmful Code" means any software intentionally designed to (i) disrupt, disable, harm, or impede operation, or (ii) impair operation based on the lapse of time, including but not limited to viruses, worms, time bombs, time locks, drop-dead devices, access codes, security keys, back doors, or trap door devices.

I. "Services" means any effort provided by Supplier incidental to the sale of Goods by Supplier under this Order including, without limitation, installation, repair and maintenance Services. The term "Services" shall also include, without limitation, any effort specifically required by this Order, including all associated efforts such as design, engineering, repair, maintenance, technical, construction, training, consulting, professional, or other services.

J. "Counterfeit Good(s)" means a part that is a copy or substitute without legal right or authority to do so or one whose material, performance, or characteristics are knowingly misrepresented by a supplier at any level in the supply chain. Examples of Counterfeit Goods may include, but are not limited to: (i) parts which do not contain the proper internal construction (die, manufacturer, wire bonding, etc.) consistent with the specifications of the ordered part, (ii) parts which have been used, refurbished or reclaimed, but represented as new product, (iii) parts which have a different package style or surface plating/finish than the ordered parts, (iv) parts which have not successfully completed the Original Equipment Manufacturers (OEM) / Original Component Manufacturer's (OCM) full production and test flow, but are represented as completed product, (v) parts sold as up-screened parts, which have not successfully completed up-screening, or (vi) parts sold with modified labeling or markings intended to misrepresent the part's form, fit, function, grade or manufacturing date.

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. <u>Specifications</u>

Supplier shall comply with all specifications stated in this Order and contained in Supplier's product literature or proposal to the extent consistent with this Order.

2. <u>Modifications</u>

This Order shall not be modified by or interpreted by reference to any course of dealing or usage of trade and shall not be modified by any course of performance. No modification of this Order shall be effective unless in writing by an authorized representative of both Buyer and Supplier.

3. <u>Delivery</u>

Supplier's timely performance is critical to the success of this Order. Suppliers will make deliveries strictly in accordance with the delivery schedule. If the Supplier suspects or determines that deliveries will not be made on time, the Supplier will advise Buyer of the possible delay, the cause, and the proposed recovery schedule as soon as possible, and shall continue to notify Buyer's Purchasing Representative of any material change in the situation. In the event of such notification or of an actual failure by Supplier to comply with the delivery or completion schedules, Buyer may, in addition to all other remedies, require Supplier, at Supplier's expense, to ship goods via air freight or expedited routing to avoid or minimize delay. Buyer reserves the right, at its sole discretion, to return, or delay payment, for any Goods which are received fifteen (15) days early to the terms of the Order.

4. Quantity

The quantities specified for delivery on this Order are the only quantities required by the Buyer. Therefore, if the Supplier delivers quantities in excess of those specified in this Order, the Buyer shall not be required to make any payment for the excess goods and, at the Buyer's election, may keep or return the excess goods at Supplier's risk and expense.

5. Buyer-Furnished and Buyer-Funded Items

(a). All materials, tooling, equipment, and parts for repair or service that Buyer is required to furnish to Supplier under the provisions of this Order (hereinafter "Buyer-Furnished Items") shall be delivered in sufficient time to enable Supplier to meet its delivery schedule. Buyer shall have no liability to Supplier by reason of any delay in delivery of, or failure to deliver, such Buyer Furnished Items. If such Buyer-Furnished Items are not delivered to Supplier in sufficient time, Supplier's sole remedy shall be that the resultant delay of Supplier in delivering to Buyer shall be excusable in accordance with Article 19, "Force Majeure".

(b) Title to any Buyer-Furnished Items shall remain with Buyer or Buyer's customer as the case may be.

(c) Title to all tooling, test equipment and material identified as a separate line item under this Order and fabricated or acquired by Supplier under this Order shall vest in Buyer upon any payment for such items (hereinafter "Buyer-Funded Items").

(d) Any Buyer-Furnished Items and any Buyer-Funded Items shall be used only for and in the performance of this Order unless otherwise directed by Buyer in writing.

(e) Upon completion or termination of this Order, any Buyer Furnished Items and any Buyer-Funded Items shall be dispositioned in accordance with instructions from the Buyer.

(f) Supplier agrees, as a condition of this Order, that it will: (i) properly mark/label, identify and segregate any and all Buyer Furnished Items and Buyer-Funded Items in connection with this Order in such fashion as to clearly identify such items as being the property of Buyer or Buyer's customer as the case may be, at all stages of its possession by Supplier; (ii) prevent the commingling of Buyer-Furnished Items and Buyer-Funded Items with other material in the Supplier's possession except in accordance with applicable Buyer specifications or Buyer's written approval; and (iii) assume responsibility for risk of loss or damage with respect to any Buyer-Furnished Items and Buyer-Funded Items at all times while it is in the custody, care, or control of Supplier, including Supplier's suppliers, and while in the hands of carriers with responsibility for such materials; and (iv) shall be responsible to provide confirmation of the foregoing as requested by Buyer.

(g) Supplier will maintain a policy or policies of insurance covering all property on Supplier's premises owned by the Buyer against loss or damage. A certificate verifying such insurance will be submitted by Supplier to Buyer upon request.

(h) Supplier, upon request, will provide a schedule of all quantities on hand of Buyer-Furnished Items and Buyer-Funded Items. Supplier will be accountable for all quantities provided and financially liable for all damages or unaccounted Buyer-Furnished Items and Buyer-Funded Items, unless specifically agreed upon in writing by the Buyer and provided for in this Order.

(i) When Buyer provides Buyer-Furnished Items for the manufacture of parts or assemblies, Supplier shall not substitute material from any other source nor shall Supplier or its subcontractors alter the Buyer-Furnished Item's physical or chemical properties except in accordance with applicable Buyer specifications or with Buyer's written approval.

(j) Supplier agrees not to reverse engineer, copy or duplicate any Buyer-Funded Items, special tooling or special test equipment for any purpose other than performance of this or other Orders for Buyer. Supplier warrants and affirms that it has not used, transferred to any person, firm or corporation, copies or duplicated any such Buyer-Funded Items, special tooling or special test equipment acquired or fabricated under any previous Order for the development or production of particular Goods or parts, or the performance of particular Services required under this Order, for any purpose other than performance of orders for Buyer.

(k) Buyer shall have the right to audit all pertinent books and records of Supplier, and to make reasonable inspection of Supplier's premises, in order to verify compliance hereof. Buyer shall be entitled to commence such audit no later than five (5) days after Buyer notifies Supplier.

6. Special Tooling

Unless otherwise specified in this Order, the price includes the cost of gauges, jigs, fixtures, dies, molds, tools, patterns, and similar items of special tooling that may be manufactured or acquired by Supplier for use in the manufacture, fabrication, or assembly of the goods called for herein, and unless otherwise specified herein, title to such special tooling will remain with the Buyer.

7. Quality Control, Inspection, Acceptance & Rejection

(a) Supplier shall provide and maintain, without additional charge to Buyer, an inspection system that complies with all specifications stated in this Order, Buyer's then current version of "Quality Standard for Purchased Materials" (DCN 064), and, in the absence of such specifications, Supplier shall maintain an inspection system, which is acceptable to Buyer and, if applicable, Buyer's customer.

(b) Supplier shall tender to Buyer for acceptance only Goods that have been inspected in accordance with the appropriate inspection system and have been found by Supplier to be in conformity with all requirements of this Order.

(c) As part of the inspection system, Supplier shall prepare records evidencing all inspections made under the system and the outcome of such inspections. These records shall be complete and made available to Buyer during performance of this Order and for as long afterward as required by this Order or applicable laws and regulations, but in no event shall such period expire prior to: (i) seven (7) years after final payment; or (ii) final resolution of any dispute involving the Goods delivered hereunder, whichever is later.

(d) Buyer may perform reviews and evaluations as reasonably necessary to ascertain compliance with this Article. Such reviews and evaluations shall be conducted in a manner that will not unduly delay work under this Order. Further, it is recognized that despite such reviews, Supplier controls the day-to-day production, delivery and associated documentation of its work, and therefore, Buyer's right of review, whether exercised or not, does not release Supplier of any of its obligations of testing, inspection, quality control and associated documentation.

(e) Buyer and Buyer's customer shall have the right to inspect and test the material and workmanship of all Goods at all places and times including, when practicable, during the period of manufacture or provision of Services. If any such inspection or test is made on the premises of Supplier, Supplier shall furnish, all reasonable facilities and assistance for the safe and convenient performance of the inspection or test.

(f) Buyer shall accept or reject Goods within thirty (30) calendar days after delivery, unless otherwise provided in the Order. Buyer's failure to inspect and accept or reject the Goods shall not relieve the Supplier from responsibility, nor impose liability on Buyer, for nonconforming Goods. Title of the Goods shall transfer upon Buyer's acceptance.

(g) Inspections and tests by Buyer do not relieve the Supplier of responsibility for defects or other failures to meet Order requirements discovered before acceptance. Buyer's acceptance also does not relieve Supplier of responsibility for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in this Order.

(h) Buyer, in addition to any other rights and remedies provided by law, or under other provisions of this Order, shall have the right to require the Supplier:

1) at no increase in Order price, to correct or replace the defective or nonconforming Goods at the original point of delivery or at the Supplier's plant at the election of Buyer's Authorized Procurement Representative, and in accordance with a reasonable delivery schedule as may be agreed upon between the Supplier and Buyer's Authorized Procurement Representative; provided, that Buyer's Authorized Procurement Representative may require a reduction in Order price if the Supplier fails to meet such delivery schedule; or

(2) within a reasonable time after receipt by the Supplier of notice of defects or nonconformance, to repay such portion of the Order as is equitable under the circumstances if Buyer's Authorized Procurement Representative elects not to require correction or replacement. When Goods are returned to the Supplier, the Supplier shall bear the transportation cost from the original point of delivery to the Supplier's plant and return to the original point when that point is not the Supplier's plant. If the Supplier fails to perform or act as required in paragraph (h)(1) or (h)(2) of this clause and does not cure such failure within a period of 10 days (or such longer period as Buyer's Authorized Procurement Representative may authorize in writing) after receipt of notice from Buyer's Authorized Procurement Representative specifying such failure, Buyer shall have the right by contract or otherwise to replace or correct such Goods and charge to the Supplier the cost occasioned Buyer thereby.

(i) Supplier will not redeliver corrected or rejected Goods without disclosing the former rejection or requirement for correction. Supplier will disclose any corrective action taken. Repair, replacement and other correction and redelivery will be completed within the original delivery schedule or such later time as Buyer's authorized Purchasing Department Representative may reasonably direct.

(k) In the event Supplier repeatedly delivers nonconforming Goods, incomplete documentation, late corrective action responses, or otherwise causes repetitive quality or administrative errors, Buyer reserves the right to assess reasonable charges to recover the costs incurred by Buyer as a result of such repetitive errors, including without limitation costs associated with inspection, sorting, rework, administrative processing, production disruption, and supplier corrective action management. The amount of such charges shall be determined by Buyer in its sole discretion, acting reasonably, and Supplier agrees to pay such charges or permit them to be offset against amounts otherwise due to Supplier.

(l) Buyer's rights under this Section shall be in addition to and shall not be deemed to diminish its rights under this Order including the section hereof entitled "Warranty" or under any other warranties, express or implied, provided by the Supplier.

(m) Supplier shall ensure that persons performing work affecting conformity to Order requirements are competent on the basis of appropriate education, training, skills, and experience, and shall maintain records of required qualifications and competence for such persons.

(n) Supplier shall comply with all special requirements, critical items, and key characteristics identified in this Order or in any applicable drawings, specifications, statements of work, or Buyer communications, and shall flow down such requirements to its subcontractors and lower-tier suppliers, as applicable.

(o) Where required by this Order, applicable specifications, or Buyer direction, Supplier shall use statistical techniques for product acceptance in accordance with Buyer-approved or otherwise specified acceptance criteria and related acceptance instructions, and shall maintain records supporting such acceptance activity.

(p) Supplier shall provide test specimens, samples, coupons, or other representative items, in the quantities and at the times specified by this Order or otherwise reasonably requested by Buyer or Buyer's customer, for design approval, inspection, verification, investigation, or auditing.

(q) Supplier shall ensure that persons performing work under this Order are aware of: (i) their contribution to product or service conformity; (ii) their contribution to product safety; and (iii) the importance of ethical behavior.

8. Warranty

(a) Supplier warrants that, for a period of twenty-four (24) months from acceptance, all Goods or Services furnished under this Order will conform to all specifications and requirements of this Order, be free from defects in materials and workmanship and be free from all liens and encumbrances . To the extent Goods are not manufactured pursuant to detailed designs and specifications furnished by Buyer, the Goods will be free from design and specification defects. This warranty will survive inspection, test, acceptance and payment for the Goods or Services, will run to Buyer and its successors, assigns and customers and will begin after Buyer's acceptance of the Goods or Services.

(b) Buyer may, at its option, either: (i) return the Goods for credit or refund, or (ii) require prompt correction or replacement of the defective or non-conforming Goods or Services. The return to Supplier of defective or nonconforming Goods and redelivery to Buyer of corrected or replaced Goods will be at Supplier's expense.

(c) Regardless of whether the parties disagree about the existence of a breach of this warranty, Supplier will promptly comply with Buyer's direction to: (i) repair, rework, re-perform or replace the Goods or Services, or (ii) furnish any materials, parts and instructions required for Buyer to successfully correct the defect or nonconformance or have it corrected at Supplier's expense. If Buyer later determines that Supplier did not breach this warranty, future payments will be adjusted for actual costs incurred by the Supplier.

9. Price Warranty

Supplier warrants that the prices for the Goods sold or Services provided to Buyer hereunder are not more than those currently extended to any other customer for the same or similar Goods or Services in similar quantities. In the event Supplier reduces its price for such Goods or Services during the term of this order, Supplier agrees to reduce the prices hereof correspondingly.

10. Indemnification

(a) Supplier covenants and agrees to indemnify, protect, hold harmless and defend Buyer, its officers, directors, employees, agents and successors and assigns ("Indemnified Person(s)") from any and every liability, claim of liability, allegation, judgment, cost, expense, reasonable attorney's fees, cause of action, loss, or damage whatsoever, including, without limitation, death or injury to any person or damage to any property, resulting from or arising out of Supplier's performance under this Order, howsoever arising, including, without limitation, by reason of negligence, breach of warranty, defect in design, material, workmanship or Service, or strict liability, unless caused by the sole negligence of the Indemnified Person. In the event Buyer should bring an action for enforcement of this indemnification provision, Supplier agrees that Buyer shall be entitled to be awarded its reasonable attorneys' fees and costs if Buyer prevails in such proceeding.

(b) Supplier agrees, in any instance where any claims, suits, actions or legal proceedings, are brought against the Supplier and in any way affect Buyer's interests under this Order or otherwise, that:

(i) Supplier shall notify Buyer in a timely manner (not to exceed five (5) business days) after learning of any actual or threatened claims, suits, actions or legal proceedings, and shall not at any time consummate any settlement or admit to any liability on the part of Buyer without Buyer's prior written consent;

(ii) Without releasing any obligation, liability or undertaking of Supplier to indemnify Buyer hereunder, Buyer shall have the right to:

(1) Cooperate in the defense of such claim; or
(2) With permission of the court, intervene in any such action; or
(3) Supersede Supplier in the defense of any such claim.

11. Packing, Declaration of Origin, And Shipment

(a) Supplier agrees to ship all sheet metal orders on a skid with each material type/thickness skidded separately. Any sheet metal orders shipped without a skid will be rejected. All other materials are to be packaged in a sufficient way to prevent damage during transit. The supplier is liable for all shipments until received by Aurora Machine. All shipments must be accompanied by a packing slip and all relevant documentation supporting the certification/verification of the material.

(b) Whenever possible all relevant documentation supporting the certification/verification of the material shall be submitted electronically to the Buyer upon availability, and made available at the request of the Buyer or authorized representative of Aurora Machine.

(c) Supplier agrees to work with Buyer in retrieving and removing skids and other packaging materials from premises where applicable as negotiated at the time of onboarding and/or the time of Supplier evaluation. Such negotiations are subject to change dependent upon the needs of the Buyer.

(d) Unless otherwise specified, Goods will be suitably packed for their protection during transportation and shipped via the lowest cost means that are otherwise appropriate for the Goods in accordance with the requirements of common carriers. Supplier is responsible for contacting Buyer to resolve any questions regarding proper packing or shipment under this Order.

(e) Goods covered by this Agreement shall be shipped in accordance with ICC Incoterms, 2020 Edition. Unless otherwise specified on the face of the Order, the applicable shipping and delivery Incoterms will be FCA (named place). Title of the Goods shall transfer upon Buyer acceptance.

(f) Supplier will describe Goods in bills of lading in accordance with current national mode of freight or uniform freight classification, whichever is applicable. Buyer's Order number, symbols, and identification numbers must be plainly marked on all packages, bills of lading and shipping orders. Supplier will not declare any value on bills of lading if Buyer is responsible for shipping charges. If Supplier does declare a value without the permission of Buyer, all insurance charges will be deducted from the Supplier's invoice. For shipments via ocean vessel where Buyer is the Importer of Record with the U.S. Customs and Border Protection (CBP), it is the responsibility of Supplier to provide commercial invoices that meet the criteria of ISF (10+2) filings and to use only authorized ocean carriers as designated in Buyer's Inbound Freight Carrier Routing Guide.

(g) Packing lists will accompany each box or package shipped, showing Buyer's Order number, symbols, item number and description of the Goods. Buyer's count or weight will be final and conclusive on shipments not accompanied by packing lists.

(h) Supplier will comply with all applicable export/import requirements. In addition, Supplier will be responsible for conducting due diligence on all of its business partners which, includes but is not limited to, that Supplier shall complete a comprehensive Denied Party Screening on all business partners.

(h) When Goods provided under this Order originate outside of the United States, prior to its first shipment of Goods to Buyer, Supplier shall provide Buyer a Certificate of Origin specifying the Country of Origin, including Supplier name, Buyer Purchase Order number, Buyer part number, and, as requested, any other documentation that is reasonably required for CBP compliance.

(i) Supplier 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 Supplier, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Paragraph 11. In the event that CBP assesses Buyer with liquidated damages, fines, or penalties either for failure to file the Importer Security Filing (ISF) data, or for late or inaccurate filing of the ISF data, Supplier shall assist Buyer with investigating and resolving the situation. Such Assistance shall include but is not limited to (i) upon Buyer's reasonable request, providing Buyer with the relevant documentation and making Supplier personnel available to answer questions, and (ii) taking such corrective action as is necessary to minimize the risk of additional damages, fines or penalties.

(j) Change of Supplier's 'Ship From Location'. Supplier shall obtain Buyer's prior approval if Supplier plans to fulfill a domestic sale to the Buyer through the Supplier's foreign supplier and drop ship Goods to the Buyer. If Buyer approves such change in "Ship From Location", Supplier will be responsible to clear the goods through US Customs as the Importer or record, and be responsible for freight, import duties, fees, and other costs to the Buyer as well as that the Parties may need to also renegotiate in good faith certain other terms and conditions of the Purchase Order.

12. Invoicing and Payment

(a) Concurrent with each shipment under this Order, Supplier will submit an original invoice to Buyer's, Accounts Payable Department, via email to accounting@auroramachine.com or to the address shown on the face of this Order. Delays in receiving invoices, errors or omissions on invoices, or lack of supporting documentation will be cause for Buyer withholding payment without losing discount privileges. Payment for the items delivered under this Order will be made in accordance with Order terms, following receipt of a valid invoice, or acceptance of such delivered items, whichever is later.

(b) Any and all price discrepancies between the issued PO and the invoiced amount must be noted to Aurora Machine upon order acknowledgement. Aurora Machine reserves the right to pay the purchase order amount, accepted by the PO, should the Supplier fail to inform the Buyer of a discrepancy.

(c) Payment shall be deemed to have been made as of the date of mailing Buyer's payment or electronic funds transfer.

(d) Unless otherwise specified, prices include all applicable federal, state and local taxes, duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately on the invoice.

13. Inspection of Records

If this is a time and material or cost-based Order or provides for the payment of any amount prior to final delivery of Goods hereunder based on Supplier's incurred cost, including, without limitation, progress or advance payments based on cost, Supplier agrees that its books, records and its plant, or such parts of its plant as may be engaged in the performance of this Order, shall at all reasonable times be subject to inspection by Buyer.

14. Changes

(a) Buyer may, at any time and without notice to third parties, including sureties (if any), unilaterally make changes within the general scope of this Order, including, but not limited to, changes in whole or part and to any one or more of the following: (i) shipping or packing instructions, (ii) place of delivery or performance, (iii) any drawings, designs, or specifications, (iv) the statement of work, (v) the method or manner of performance of the work, and (vi) Buyer-Furnished property, facilities, equipment, materials, or Services. Supplier shall perform any changes ordered by Buyer.

(b) Buyer's engineering and technical personnel may from time to time render assistance or give technical advice or discuss or affect an exchange of information with Supplier's personnel concerning the Goods or Services provided hereunder. No such action shall be deemed to be a change under the "Changes" clause of this Order and shall not be the basis for equitable adjustment. No change will be binding on Buyer unless issued in writing by an authorized representative of Buyer's purchasing department.

(c) If any change under this clause causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in price or delivery schedule or both, and the Order shall be modified in writing accordingly. Any claim by Supplier for adjustment, must be asserted in writing not later than fifteen (15) calendar days after the date of receipt by Supplier of the change order, or within such extension of that fifteen-day period as Buyer, in its sole discretion, may grant in writing at Supplier's request. Supplier's complete change proposal, fully supported by factual information, shall be submitted to Buyer's purchasing department within forty-five (45) days of the notice of change, provided, however, that Buyer may in its discretion consider any such claim regardless of when asserted, except that no claim for equitable adjustment hereunder shall be allowed if it is asserted after final payment of this Order.

(d) If the cost of property or material made obsolete or excess as a result of a change is included in Supplier's claim for adjustment, Buyer shall have the right to prescribe the disposition of such property or material.

(e) Notwithstanding any pending claims for adjustment submitted by Supplier, Supplier shall diligently proceed with the performance of this Order, as directed by Buyer, and nothing herein shall be construed as relieving Supplier of its obligations to perform, including without limitation the failure of the parties to agree upon Supplier's entitlement to, or the amount or nature of, any such adjustment.

15. Schedule Acceleration/Deceleration

Notwithstanding Article 14 "Changes", Buyer may revise the delivery schedule without additional cost or change to the unit price stated in the applicable Order if (1) the delivery date of the Product under such Order is on or before the last date of the Order and (2) Buyer provides Supplier written notice of such changes.

Upon receipt of the written notice of the change, Supplier shall make its best effort to implement the change as soon as possible, but in no event shall the change be implemented later than four (4) months after notification of a schedule acceleration or three (3) months after notification of a schedule deceleration.

16. Compliance with Applicable Laws and Regulations

(a) Supplier will perform the requirements of this Order in compliance with all applicable laws, statutes, orders, acts, codes, rules and regulations of the United States and its individual states (including, but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, the Occupational Safety and Health Act, Executive Orders, export/import laws and regulations, Uniform Commercial Code, and Environmental Protection Acts), and of other Countries or Unions. Supplier will indemnify Buyer against any and all loss, cost, liability, damage or expense arising from or related to Supplier's failure to comply with this provision.

(b) If this Order is issued under a United States Government prime contract or subcontract, the flow down clauses attached hereto and any other provision or requirement mandated as applicable to U.S. Government subcontracts by the Federal Acquisition Regulation and or applicable government department or agency supplement (including, without limitation, the Department of Defense FAR Supplement) is hereby incorporated herein. Such government contract provisions shall be controlling over any conflicting terms and conditions set forth herein.

(c) Supplier expressly acknowledges and agrees that it will, to the extent required by law or government contract requirements, provide information and verification concerning the citizenship or immigration status of Supplier's personnel or Supplier's subcontractor personnel entering onto Buyer's premises or the premise of Buyer's prime contractor or the U.S. Government.

17. Government Import / Export Regulations

(a) The Goods or Services, including technical data, provided under this Order may be subject to the provision of the Export Administration Act of 1979 (50 USC 2401-2420) and the Export Administration Regulations (15 CFR 768-799) promulgated thereunder; the Arms Export Control Act of 1976 (22 USC 2751-2779) and the International Traffic in Arms Regulation (22 CFR 120-128 and 130) promulgated thereunder; and the Foreign Corrupt Practices Act. The Parties acknowledge that these statutes and regulations impose restrictions on import, export, and transfer to third countries of certain categories of Goods or Services, including technical data, and that licenses from the U.S. Department of State and/or U.S. Department of Commerce may be required before such Goods or Services, including technical data, can be provided hereunder, and that such licenses may impose further restrictions on use of such Goods or Services, including technical data. Disclosure of such Goods and Services, including technical data to foreign persons is subject to the above regulations regardless if the export occurs in the U.S. or abroad. Supplier agrees to comply with all U.S. Governmental regulations mentioned above as they relate to the import, export, and re export of Goods and Services and/or technical data, including, without limitation, the ITAR Registration requirements specified at 22 CFR 122.1.

(b) Supplier agrees to notify Buyer if any deliverable under this Order is restricted by export control laws or regulations.

(c) Supplier shall immediately notify the Buyer's Procurement Representative if Supplier is, or becomes, listed in any denied parties list or if Supplier's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency.

(d) If Supplier is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, Supplier represents that it is registered with the Office of Defense Trade Controls, as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR.

(e) Where Supplier is a signatory under a Buyer export license or export agreement (e.g., TAA, MLA), Supplier shall provide prompt notification to the Buyer's Procurement Representative in the event of changed circumstances including, but not limited to, ineligibility, a violation or potential violation of the ITAR, and the initiation or existence of a U. S. Government investigation, that could affect the Supplier's performance under this Order.

(f) Supplier shall on the first shipment to Buyer, provide to Buyer a Certificate of Origin or a Manufacturer's Affidavit for each item, and either:

(i) for U.S. sources, the U.S. Munitions List Category or Export Control Classification Number (ECCN) and the Harmonized Tariff Schedule Classification (HTS) Number.

(ii) for non-U.S. sources, the HTS Number.

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

18. Insurance/Disaster Recovery.

(a) Insurance. Without limiting Supplier's duty to hold harmless and indemnify Buyer, Supplier agrees to secure and maintain insurance adequate to cover the obligations and liabilities assumed hereunder with respect to all work to be performed and Goods to be produced under the Order with minimum limits as follows:

(i) Workers' Compensation and Employer's Liability Insurance in an amount sufficient by virtue of the laws of the country, state, or other governmental subdivision in which the Services or any portion of the Services are performed and Employer's Liability Insurance in the amount of $1,000,000 for any one occurrence;

(ii) Commercial General Liability Insurance including coverage for Products and Completed Operations, Premises Liability and Contractual Liability, in which the limit of liability for property damage and bodily injuries, including accidental death, shall be a Combined Single Limit of $5,000,000 for any one occurrence;

(iii) If Supplier vehicles are used on Buyer's premises and/or used to accomplish work under the Order or otherwise on behalf of Buyer, Automobile Liability Insurance in which the limit of liability for property damage and bodily injuries, including accidental death, shall be a combined single limit of $1,000,000 for any one occurrence;

(iv) If Supplier or its subcontractors have Buyer's materials or equipment in its care, custody or control, Supplier shall have and maintain All-Risk Property Insurance in an amount sufficient to meet the replacement value of such material; and

(b) The insurance limits required above may be satisfied by any combination of both primary and excess limits. All such insurance shall be issued by companies authorized to do business under the laws of the State or jurisdiction in which all or part of the Services are to be performed. The insurance coverages described above shall contain a provision prohibiting cancellation or material change except upon at least thirty (30) days' prior notice to Buyer.

(c) Supplier shall require its subcontractors and lower-tier suppliers to maintain insurance in the amounts and types required by this provision.

(d) Disaster Recovery. Supplier shall have and comply with a company security and crisis management policy, which shall be revised and maintained proactively and as may be requested by Buyer in anticipation of security and crisis risks relevant to Supplier's business ("Security and Disaster Recovery Plan"). The Security and Disaster Recovery Plan shall, at a minimum, provide for the physical security of personnel at Supplier's facilities, physical security of property and facilities used for performance of this Agreement, procedural security (e.g., documentation processing, manifest procedures, shipping and receiving, cargo discrepancies), information technology security, and security training and threat awareness.

(e) The Disaster Recovery Plan shall, at a minimum, provide for: (i) the retention and retrieval of data and files; (ii) obtaining resources necessary for recovery; (iii) appropriate continuity plans to maintain adequate levels of staffing required to provide the Goods and Services during a disruptive event; (iv) procedures to address potential disruption to the Supplier's supply chain; and (v) a defined escalation process for notification of Buyer in the event of a Plan-trigger event. Supplier shall be able to demonstrate that there is a regular review, maintenance and testing of the Plan through documented exercises.

19. Force Majeure

(a) Neither party shall be deemed in default of this Order to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions, or strikes ("Force Majeure").

(b) If any Force Majeure condition affects Supplier's ability to perform, Supplier shall give immediate notice to Buyer and Buyer may elect to either: (1) Cancel at no cost to Buyer the affected Order(s) or any part thereof, (2) suspend the affected Order(s) or any part for the duration of the Force Majeure condition, with the option to obtain elsewhere Goods and Services to be furnished under such Order(s) and deduct from any commitment under such Order(s) the quantity of the Goods and Services obtained or for which commitments have been made elsewhere or (3) resume performance under such Order(s) once the Force Majeure condition ceases, with an option in Buyer to extend any affected Delivery Date or performance date up to the length of time the Force Majeure condition endured. Unless Buyer gives written notice otherwise within thirty (30) days after being notified of the Force Majeure condition, option (2) shall be deemed selected.

20. Termination for Convenience

(a) Buyer may, at any time by written notice to Supplier, terminate all or any part of this Order for Buyer's convenience, in which event Supplier agrees to stop work immediately as to the terminated portion of this Order and to notify subcontractor(s) to stop work, and protect and preserve property in its possession in

which Buyer has an interest. If this Order is terminated, in whole or in part, for Buyer's convenience, Supplier shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the reasonable cost of Supplier's actual performance of Services under this Order to the effective date of termination, plus a reasonable profit thereon provided that no amount shall be paid to Supplier for (i) any anticipatory profits related to Services under this Order not yet performed, or (ii) costs incurred due to Supplier's failure to terminate Services as ordered on the effective date of termination. Buyer shall have no obligation to make any of the aforementioned payments to Supplier, either for completed Goods or in connection with terminated work in process, unless Supplier shall establish to Buyer's satisfaction that such completed Goods, or the work in process, including materials, are unusable in connection with Supplier's other business. In no event shall the termination charges and all previous payments made under this Order exceed the total Order value shown on the face of this Order.

(b) Supplier shall submit to Buyer all claims resulting from such termination within sixty (60) days after Supplier's receipt of Buyer's notice of termination. Buyer shall have, upon reasonable advance notice, the right to inspect Supplier's records, facilities, work, and materials relating to performance of the Order for purposes of evaluating Supplier's claim.

21. Termination for Default:

(a) Buyer may terminate the whole or any part of this Order in any of the following circumstances:

(i) If Supplier fails to deliver the Goods or to perform the Services required by this Order within the time specified herein, or any extension thereof granted by Buyer in writing; or

(ii) If Supplier fails to perform any of the other provisions of this Order or so fails to make progress as to endanger performance of this Order in accordance with its terms, and in either of these two (2) circumstances does not cure such failure within a period of ten (10) days after receipt of notice from Buyer specifying such failure; or

(iii) In the event of suspension of Supplier's business, insolvency, institution of bankruptcy, liquidation proceedings by or against Supplier, appointment of a trustee or receiver for Supplier's property or business, or any assignment, reorganization or arrangement by Supplier for the benefit of creditors; or

(iv) If otherwise expressly authorized under the provisions of this Order.

(b) Buyer may require Supplier to transfer title and deliver to Buyer in the manner and to the extent directed by Buyer (1) any completed Goods, and (2) such partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights, (hereinafter called "manufacturing materials") as Supplier has produced or acquired for the performance of this Order, including the assignment to Buyer of Supplier's subcontracts; and Supplier shall protect and preserve property in possession of Supplier in which Buyer has an interest. Payment for completed Goods delivered to and accepted by Buyer shall be at the Order price. Payment for manufactured materials delivered to and accepted by Buyer and for the protection and preservation of property shall be at a price determined in the same manner as provided in Article 20 hereof, except that Supplier shall not be entitled to profit. Buyer may withhold from Supplier monies otherwise due Supplier for completed Goods and/or manufacturing materials in such amounts as Buyer determines necessary to protect Buyer against loss due to outstanding liens or claims against said Goods.

(c) If this Order is entirely or partially terminated by Buyer under this section, Buyer may procure, upon such terms and in such manner as Buyer may deem appropriate, goods or services similar to those so terminated, and Supplier shall be liable to Buyer for any and all re-procurement costs for such similar goods or services, including any price for such similar goods or services that is higher than this Order provided however, that Supplier shall continue the performance of this Order to the extent not terminated. Supplier shall not be liable for such additional costs if Supplier's failure to perform this Order:

(i) arises out of causes beyond the control and without the fault or negligence of the Supplier. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; or

(ii) is caused by the default of a vendor or subcontractor to Supplier, so long as such default arises out of causes beyond the control of both the Supplier and the vendor or subcontractor, and the subcontracted goods or services were not obtainable from other sources in sufficient time to permit Supplier to meet the required delivery schedule.

(iii) No cause shall constitute a basis for excusable delay unless Supplier has notified Buyer in writing of the existence of such cause within ten (10) days from the beginning thereof.

(d) if after notice of termination under this section, it is determined that Supplier was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the section entitled "Termination for Convenience."

22. Suspension of Work

(a) Buyer may, by written notice, suspend all or part of the work to be performed under this Order for a period not to exceed one hundred (100) days. Within such period of any suspension of work, Buyer may: (i) cancel the suspension of work; (ii) terminate the Order in accordance with the "Termination for Convenience" clause; (iii) terminate the Order in accordance with the "Termination for Default" clause, if applicable; or (iv), with the written consent of the Supplier, extend the stop work period.

(b) Supplier shall resume work whenever a suspension is canceled. Buyer and Supplier 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 Supplier's cost of performance or ability to meet the Order delivery schedule, and (iii) the Supplier asserts a claim for such adjustment within twenty-five (25) days after the suspension is canceled. Supplier shall submit its fully supported request for equitable adjustment no later than sixty (60) days, or such other time as Buyer may allow, after the suspension is canceled.

23. Environmental, Health, & Safety

Supplier represents and warrants that it shall perform all obligations under this Order in compliance with all applicable Federal, State, and local environmental, health, and safety laws and regulations.

24. Access To Supplier's Facilities

(a) Buyer, Buyer's customer and relevant regulatory authorities will have access to Supplier's, and all other facilities involved in this Order, where they will have access to all procedures, practices, processes, associated documents and records related to quality assurance, quality control and configuration control. Buyer reserves the right to determine and verify the quality of work,

records and material. Supplier will notify Buyer of any change in the location of Supplier's facility.

(b) When Supplier is contracted to perform a service on the Buyer's premises, Supplier agrees to follow all of the site's applicable Health & Safety procedures, including, but not limited to, "Safety Process" (DCN 070) and OSHA PSM 29 CFR 1910.119; 29 CFR 1926.64, and Emergency Action Plan (EAP). All waste generated by the Supplier while on Buyer's premises must be managed in accordance to the EMS, and all waste Supplier generates while on Buyer's site becomes Buyer's responsibility. The Supplier may be audited to ensure compliance with these requirements.

25. Intellectual Property Indemnity

Supplier shall indemnify and defend Buyer and Buyer's customers and their respective officers, agents and employees against liability and losses, including costs, for infringement of any United States or foreign patent, copyright, trademark, or other intellectual property arising out of the manufacture of delivery of the Goods or performance of Services under this Order or out of the use or disposal by, or for the account of, Buyer, Buyer's customer and/or the Government, of such Goods or Services. The foregoing indemnity shall not apply unless Supplier shall have been informed as soon as practicable by Buyer, Buyer's customer and/or the Government, of the suit or action or other proceedings alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules or regulations to participate in the defense thereof.

26. Subcontracting

Supplier agrees to obtain Buyer's written approval before subcontracting this Order or any substantial portion of this Order. However, this requirement will not apply to the purchase of standard commercial supplies or raw materials on which the Supplier will perform further work.

27. Assignment

The assignment of any right or interest in this Order, without the written permission of Buyer, will be void and totally ineffective. Supplier may, with written consent of Buyer, assign claims for money due or to become due through a bank, trust company, federal lending agency or other financial institution. Supplier will not delegate any obligation under this Order without the written permission of Buyer and any attempted delegation without written permission will be void and totally ineffective for all purposes. Any permitted assignment will provide that payment by Buyer to an assignee of any amount will be subject to set-off or recoupment for any present or future claims which Buyer may have against Supplier and will be valid only after Supplier has provided Buyer with two properly executed copies of the assignment.

28. Ethical Compliance: Gratuities

Supplier warrants that neither it nor any of its employees, agents, or representatives have offered or given, or will offer or give, any gratuities to Buyer's employees, agents, or representatives for purposes of securing this Order or securing favorable treatment under this Order. If it is found that gratuities (in the form of entertainment, gifts or otherwise) are offered by Supplier, or any agent or representative of Supplier, to any employee of Buyer or its agents or representatives with a view toward securing favorable treatment with respect to the awarding or performing of any Order issued by Buyer to Supplier, Buyer may, by written notice to Supplier, terminate this Order in accordance with Article 21,Termination for Default, in addition to the exercise of any other rights or remedies provided to Buyer by law.

29. Governing Law and Interpretation

The requirements of this Order will be interpreted and construed in accordance with the laws of the State of New York, excluding choice of law rules. Buyer's remedies described herein shall be cumulative and in addition to any remedies provided by law or in equity. The failure of Buyer to insist upon strict performance of any of the terms of this Order or to exercise any rights under this Order will not be construed as a waiver of Buyer's right to assert or rely on any such terms or rights in the future. Jurisdiction and venue for any suit between the Parties hereto arising out of or connected with this Order or the goods or services furnished hereunder shall lie only in the County of Monroe and State of New York. In the event this Order is issued to an international Supplier in a country that has ratified the United Nations Convention on the International Sales of Goods (UNCISG), it is expressly agreed that the UNCISG will not apply. The Parties agree that English is the official language of this Order and all documents related to the Order shall be supplied and reviewed in the English language.

30. Confidential, Proprietary and Trade Secret Information and Materials

(a) Buyer and Supplier will each keep confidential and protect from unauthorized use and disclosure all (i) confidential, proprietary and/or trade secret information; (ii) tangible items containing, conveying or embodying such information; and (iii) tooling identified as being subject to this provision and obtained, directly or indirectly, from the other in connection with this Order (collectively referred to as "Proprietary Information"). Buyer and Supplier will each use and disclose Proprietary Information of the other only in the performance of and for the purposes of this Order.

(b) However, despite any other obligations or restrictions imposed by this provision, Buyer will own and maintain all rights in any design and/or development work or items, including software, that are produced by Supplier under the Order and paid for by Buyer. Further, Buyer will have the right to use, disclose and reproduce Supplier's Proprietary Information and make derivative works for the purposes of testing, certification, use, sale and support of any item delivered in connection with this Order. Any such use, disclosure, reproduction or derivative work by Buyer will include restrictions suitable under the particular circumstances.

(c) The restrictions on disclosure and use of Buyer's Proprietary Information by Supplier will apply to all materials derived therefrom by Supplier. Upon Buyer's request at any time, and in any event upon the completion, termination or cancellation of this Order, Supplier will return to Buyer all of Buyer's Proprietary Information and all derivative materials and copies unless specifically directed otherwise in writing by Buyer. Supplier will not, without the prior written authorization of Buyer, sell or otherwise dispose of (as scrap or otherwise) any parts or other materials containing, conveying, embodying or made in accordance with any of Buyer's Proprietary Information. Prior to disposing of such parts or other materials as scrap, the Supplier will render them unusable. Buyer will have the right to audit Supplier's compliance with this provision.

(d) Supplier may disclose Buyer's Proprietary Information to its subcontractors as required for the performance of this Order, provided that legends are maintained on each disclosure and subcontractors first agree in writing to the same obligations imposed on Supplier by this provision. Supplier will be liable to Buyer for any breach of this obligation by a subcontractor. The requirements of this provision will take precedence over any inconsistent restrictive legends or notices applied to Proprietary Information and will survive the performance, completion, termination or cancellation of this Order.

(e) Notwithstanding any other provisions of these Terms and

Conditions, upon prior written notice to Buyer and to the extent that such use will not interfere with Supplier's performance of purchase orders with Buyer, Supplier with the Government's authorization, may use any Proprietary Information or items, which the Government owns or for which it has the right to authorize use on other Government contracts or subcontracts.

(f) Notice of Immunity Under the Defend Trade Secrets Act of 2016 ("DTSA"). Notwithstanding any other provision of these terms and conditions, Supplier acknowledges and shall ensure that its sub-suppliers and the employees of Supplier and sub suppliers are aware that an individual shall not be held criminally or civilly liable under any United States Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a United States Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. An individual shall not be held criminally or civilly liable under any United States Federal or State trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

31. Disputes

Any dispute that arises under or is related to this Order that cannot be settled by mutual agreement of the Parties following consideration through ascending levels of their respective management, up to and including their Presidents or Chief Executive Officers, may be submitted to and decided by a court of competent jurisdiction in the County of Monroe, State of New York, except for injunctive relief to protect against the unauthorized release or use of Proprietary Information, which may be brought in any court of competent jurisdiction. Pending final resolution of any dispute, Supplier will diligently proceed with the performance of this Order, including the delivery of Goods, as directed by Buyer. Upon resolution of the dispute, this Order shall be equitably adjusted, if necessary, to reflect such resolution.

32. Entire Agreement

This Order contains the entire agreement of Buyer and Supplier with respect to its terms and supersedes any and all prior agreements, understandings and communications between them. No amendment or modification of this Order will be valid or binding unless it is in writing and is signed by Buyer's authorized Purchasing Department Representative.

33. Federal, State and Local Taxes

Except as may be otherwise provided in the Order, the price includes all applicable Federal, State and local taxes and duties.

34. Order of Precedence

The various documents constituting this Order shall, insofar as is possible, be interpreted so as to be consistent with one another. In the event that a conflict or ambiguity arises in the interpretation of this Order, said conflict or ambiguity shall be resolved in accordance with the following order of precedence, with the first listed item having a higher precedence than later listed items: (a) provisions required by statute, regulation or Government contract; (b) provisions set forth on the face page of this Order; (c) this Terms and Conditions document; (d) the Statement of Work attached hereto, if any; (e) Specifications approved by Buyer; and (f) Drawing(s) approved by Buyer.

35. Notices

All notices required or permitted to be given in connection with this Order shall be deemed to be properly given if in writing and delivered to the receiving party at the address (including to the attention of the individual representative, if specified) shown on the face of this Order or to such other address or individual representative specified from time to time by such written notice. Notice shall be deemed effective upon receipt.

36. Duty to Proceed

Supplier shall proceed diligently with the performance of this Order. Except as expressly authorized in writing by Buyer, no failure of Buyer to perform or Supplier and Buyer to reach any agreement provided for by the terms of this Order shall excuse the Supplier from proceeding.

37. Partial Invalidity/Unenforceability

If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall be ineffective only to the extent of such prohibition or unenforceability. The remaining provisions shall be given effect in accordance with their terms.

38. Survival

Supplier agrees that the Warranty, Indemnification, Inspection of Records, Intellectual Property Rights, Cumulative Remedies, Offset, Intellectual Property Indemnity and Confidential, Proprietary and Trade Secret Information and Materials provisions of this Order and all provisions which relate to claims which may be made by Buyer under this Order shall survive and continue in full force and effect upon the termination of this Order, unless otherwise agreed to in writing by a duly authorized representative of the Supplier and an attorney in Buyer's Legal counsel.

39. No Waiver

Buyer's failure to seek a remedy for any breach by Supplier or Buyer's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege hereunder shall not thereafter be deemed a waiver for any such terms, conditions, or privileges or any other terms, conditions, or privileges whether of the same or similar type.

40. Cumulative Remedies

The rights and remedies herein reserved to Buyer shall be cumulative and additional to any other or further rights and remedies provided in law or equity.

41. Non-Endorsement Policy

(a) Neither Buyer's purchase of Goods nor procurement of Services from Supplier shall be deemed in any way to constitute or authorize Buyer's endorsement of Supplier or of Supplier's Goods and/or Services. Accordingly, any release, advertisement, or publication of information, (whether oral or written, in whatsoever format, and regardless of medium) relating to this Contract or to any Order and/or relating to Buyer's obtaining Goods and/or Services from Supplier shall require the advance written permission of Buyer, which Buyer may, in its sole discretion, elect to withhold for any reason or for no reason. This provision shall extend to, but shall not be limited to, the following: news bulletins, press releases articles, brochures, advertisements, marketing material, promotional material, and speeches. Further, Supplier shall not use any Buyer trademarks or trade names for any purpose, unless otherwise expressly authorized by Buyer in writing, which such authorization shall be at Buyer's sole discretion.

(b) Supplier further agrees to include this provision in any subcontract awarded as a result of this Order.

(c) In the event of Supplier's breach of this provision, Buyer shall, in addition to other available remedies, have the right to terminate this Order in accordance with the provisions of Article 21 of this Order.

42. Independent Contractor Relationship

(a) Supplier's relationship to Buyer shall be that of an independent contractor and this Order does not create an agency, partnership, or joint venture relationship between Buyer and Supplier or Buyer and Supplier personnel. Supplier personnel engaged in performing Services under this Order shall be deemed employees of Supplier and shall not for any purposes be considered employees or agents of Buyer. Supplier assumes full responsibility for the actions and supervision of such personnel while engaged in Services under this Order. Buyer assumes no liability for Supplier personnel.

(b) Nothing contained in this Order shall be construed as granting to Supplier or any personnel of Supplier rights under any Buyer benefit plan.

(c) Supplier personnel: (i) will not remove Buyer or its Customer's assets from Buyer's or Customer's premises without Buyer authorization; (ii) will use Buyer or Customer assets only for purposes of this Contract; (iii) will only connect with, interact with or use Buyer's computer networks and equipment, communications resources, programs, tools or routines as Buyer agrees, all at Supplier's risk and expense, and then only in compliance with applicable Buyer policies; and (iv) will not share or disclose user identifiers, passwords, cipher keys or computer dial port telephone numbers. Buyer may monitor any communications made over or data stored in Buyer computer networks and equipment or communications resources.

43. Prohibited Software

This clause only applies to any IP that includes software whether developed or not or whether included or intended to be included in, or interoperable with automated test equipment or software development tools.

(a) As used herein, "Prohibited License" means the General Public License ("GPL") or Lesser Library GPL, the Artistic License (e.g. PERL), the Mozilla Public License, the Netscape Public License, the Sun Community Source License, the Sun Industry Standards License, or variations thereof, including without limitation licenses referred to as "GPL Compatible, Free Software License."

(b) As used herein, "Prohibited Software" 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 Prohibited License, or (3) software provided under a license that (a) subjects the delivered software to any Prohibited License, or (b) requires the delivered software to be licensed for the purpose of making derivative 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 or (iv) any commercial software or software licenses.

(c) Unless Supplier has obtained Buyer's prior written consent, which Buyer may withhold in its own discretion, Supplier shall not use in connection with this Order, or deliver to Buyer any Prohibited Software. Before Buyer will consider providing written approval for the incorporation of such Prohibited Software, Supplier shall first identify all Prohibited Software incorporated into Goods or Services to be performed and/or delivered under this Order, including a complete source code listing of the Software comprising the Goods or Services with a description of the operation of the Software in English and machine-readable form, together with copies of any licenses required to be accepted

(d) Supplier agrees to indemnify, defend, and hold harmless Buyer, its customers and other suppliers from and against any and all claims, damages, losses, costs, and expenses, including reasonable attorney's fees, relating to use in connection with this Order or the delivery of any Prohibited Software.

44. Counterfeit Goods Prevention

(a) Supplier represents and warrants that Counterfeit Goods are not contained in Goods delivered to Buyer through the implementation of policies that include prevention, detection and risk mitigation methods to protect against the use of Counterfeit Goods.

(b) Supplier shall purchase parts directly from the Original Component Manufacturer (OCM) / Original Equipment Manufacturer (OEMs), or from the OCM authorized or franchised distributor. Procurement through an independent distributor, non-franchised distributor or broker is NOT authorized. A certificate of conformance shall accompany each shipment of Goods delivered, along with OCM/OEM documentation that authenticates traceability of the components to that applicable OCM. If an original OEM/OCM certificate is NOT available, distributor shall provide a De-lid and Die Verification Report for the supplied parts verifying authenticity of the parts and such other documentation, testing and/or other information as Buyer shall reasonably request; however, the submission of such additional items shall not relieve Supplier of its obligations hereunder.

(c) In the event the Supplier becomes aware or suspects that it has furnished Counterfeit Goods, it shall immediately notify the Buyer. When requested by Buyer, Supplier shall provide (if available) Authorized Supplier documentation that authenticates traceability of the parts to the applicable Authorized Supplier.

(d) In the event that Goods delivered under this Order are, or include, Counterfeit Goods, Supplier shall promptly investigate, analyze and report in writing to Buyer whether such Counterfeit Goods should be replaced with genuine Goods conforming to the requirements of this Order, or whether an alternative solution is recommended to meet the Order requirements at Supplier's sole expense. The parties shall then agree upon the appropriate course of action.

(e) Supplier shall include this clause or reasonably equivalent provisions in all subcontracts for the delivery of Goods that will be furnished to or included in Goods furnished to Buyer.

45. Customer Communication

Buyer shall be solely responsible for all liaison and coordination with the Customer and higher tier customers, if any, as it affects this Order or any Goods or Services hereunder or related thereto. Except as required by law, Supplier shall not communicate with the Customer, and any higher tier customers, with respect to this Order or any Goods or Services provided hereunder or related thereto, without prior approval of the Buyer's Procurement Representative. Supplier shall promptly notify Buyer of any communications initiated by the Customer or any higher tier customers that affects this Order or any Goods or Services related thereto.

46. Electronic Contracting

Buyer and Supplier agree that if this Order, or any ancillary agreement, or correspondence is transmitted electronically neither Buyer nor Supplier shall contest the validity thereof, on the basis that this Order, 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 or facsimile signature.

47. Conflict Minerals

Supplier recognizes, consistent with the public policy underlying enactment of the Conflict Minerals provision (Section 1502) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"), the significant legal and non-legal risks associated with sourcing tin, tantalum, tungsten and gold (the "Conflict Minerals") from the Democratic Republic of the Congo and adjoining countries ("DRC countries"). Accordingly, Supplier commits to comply with Section 1502 of Dodd-Frank and its implementing regulations. In particular, Supplier commits to have in place a supply chain policy and processes to undertake (1) a reasonable inquiry into the country of origin of Conflict Minerals incorporated into Goods it provides Buyer; (2) due diligence of its supply chain, as necessary, to determine if Conflict Minerals sourced from the DRC countries directly or indirectly support unlawful conflict there, and (3) risk assessment and mitigation actions necessary to implement the country of origin inquiry and due diligence procedures. Supplier shall take all other measures as are necessary to comply with the Act and its implementing regulations, as they may be amended over time.

48. Anti-Human Trafficking/ Modern Slavery Act

Supplier represents and warrants that neither Supplier, nor any of its agents or subcontractors, has: (i) committed a violation of any applicable statute aimed at mitigating or preventing Human Trafficking, including but not limited to, the United States Federal Acquisition Regulation (FAR) 52.222.50, the California Transparency in Supply Chain Act, the United Kingdom Modern Slavery Act, the Trade Facilitation & Trade Enforcement Act of 2015 (the "Human Trafficking Laws"); (ii) been notified that it is subject to an investigation relating to an alleged Human Trafficking Law violation; nor (iii) been made aware of any circumstances in its supply chain that could give rise to an investigation relating to a Human Trafficking Law violation. Supplier agrees that it shall: (i) comply with all applicable provisions of the Human Trafficking Laws and any Human Trafficking Laws reporting/disclosure statement requirements; (ii) notify Buyer in writing promptly if it becomes aware or has reason to believe that it or any of its agents or subcontractors have breached or potentially breached the Human Trafficking Laws; (iii) respond promptly to any Buyer requests for Human Trafficking Law questionnaire completion and/or certification; (iv) permit and cooperate with any Human Trafficking Law compliance audit of Supplier and/ or its agents or subcontractors (whether announced or unannounced) conducted by Buyer or an independent third party on Buyer's behalf; and (v) flow down the requirements of this Human Trafficking Law section to any of its agents and subcontractors or sub-suppliers performing work under this order. If notice of a violation to Buyer becomes necessary, such notice shall set out full details of the circumstances concerning the breach or potential breach of Supplier's obligations. Any Human Trafficking Law violation or breach of this paragraph by Supplier or its agents or subcontractors shall be deemed a material breach of this Order and shall entitle Buyer, at its option, to immediately terminate this Order in accordance with paragraph 21 "Termination for Default" herein.