

1 ACCEPTANCE

These terms and conditions together with any subsequent Statement of Work (SOW) and any modifications to terms relating to price, delivery and scope of work, as are accepted in writing by Arcfield, constitute the entire agreement between the parties. The word "Purchase Order" is used and defined herein as either the document issued by Arcfield to fund the work ordered by Arcfield, or as the set of Terms and Conditions that govern every engagement. The rights of both parties hereunder shall be in addition to their rights and remedies at law or equity.

This Purchase Order shall not be modified or amended in any respect except by a written agreement executed by duly authorized representatives of both parties. Any subsequent Purchase Order or SOW modification shall be incorporated into and deemed part of this Purchase Order. Any variations to the terms herein shall be set forth in a rider or an updated version to this Purchase Order, which may occur from time to time at the sole discretion of Arcfield, and such variation shall take precedent over the terms herein.

The Supplier's acceptance is limited to the exact terms of the offer, and it is specifically understood that any commencement of work, or placement of procurement for materials or shipment shall constitute acceptance of the offer.

- 1.1 Definition of Affiliate: "Affiliate" means any entity controlled, directly or indirectly, by, under common control with, or controlling a Party, and specifically includes without limitation, subsidiaries, partnerships, joint ventures, and other entities or operations for which the Party has operational or management control. For the purposes of this definition, control means the power, direct or indirect, to direct, or cause the direction of the management and policies of such entity whether by contract or otherwise and, in any event and without limitation of the previous sentence, owning the majority of the voting stock, shares, securities or assets of another entity.

2 PRICES/TAXES, PAYMENT TERMS AND ACCEPTANCE

- 2.1 Price. If pricing is not stated on this Order or in an executed procurement agreement, then Supplier's pricing shall not exceed the lowest prices charged by Supplier to other similarly situated customers. Except as otherwise provided in this Order, such prices are inclusive of applicable value added tax and other similar taxes (collectively "VAT"), freight charges and duties.
- 2.2 Taxes. Arcfield shall pay or reimburse Supplier for Value Added Tax, GST, PST, Sales and Use or any similar transaction taxes imposed on the sale of Products and/or Services sold to Arcfield under this Order provided the taxes are statutorily imposed either jointly or severally on Arcfield. Arcfield shall not pay or reimburse Supplier for any taxes which are statutorily imposed on Supplier including but not limited to, taxes imposed, Supplier's net or gross income, capital, net worth, property, or any employment related taxes on Supplier or Supplier's Personnel. Where Services are performed and/or Products are produced, sold or leased by Supplier in the same country as that of use by Arcfield, an Affiliate of Arcfield, or Arcfield' Customer, then invoicing and payment shall be by and between such local country entities of the parties, unless otherwise agreed upon by the parties in writing. If Analex or an Affiliate of Arcfield is required by law to make any deduction or to withhold from any sum payable hereunder, then the sum payable by Arcfield or

such Affiliate of Arcfield upon which the deduction is based shall be paid to Supplier net of such legally required deduction or withholding.

- 2.3 U.S. Sales and Use Tax. For U.S. purposes, and notwithstanding any language to the contrary above, prices are exclusive of Sales and Use tax. Such taxes, if applicable, shall be added separately in Supplier's invoice, and Arcfield shall remit such taxes to Supplier. Supplier will not invoice or otherwise attempt to collect from Arcfield any taxes with respect to which Arcfield has provided Supplier with (i) a valid resale or exemption certificate, (ii) evidence of direct payment authority, or (iii) other evidence, reasonably acceptable to Supplier, that such taxes do not apply.
- 2.4 Payment Terms. Arcfield agrees to pay Supplier the undisputed amount of an invoice within sixty (60) days after the receipt of a valid, complete and properly documented invoice. If Supplier is an Approved Small Business, Arcfield agrees to pay Supplier the undisputed amount of an invoice within forty-five (45) days after the receipt of a valid, complete and properly documented invoice. Payment will not constitute acceptance of Services or impair Arcfield' right to inspect. Acceptance shall be when Arcfield deems the Services to meet its specified criteria ("Acceptance"). Arcfield, at its option, and without prior notice to Supplier, shall have the right to set off or deduct from any Supplier's invoice, any credits, refunds or claims of any kind due Arcfield.
- 2.5 Invoicing. Except as may be prohibited by Applicable Laws, Supplier will implement an electronic invoicing process upon request by Arcfield and at Supplier's sole expense, to submit invoices electronically to Arcfield or Arcfield' third-party service provider in the electronic format specified by Arcfield or such third-party service provider. Supplier acknowledges and agrees that use of such process may entail disclosure of information to the service provider about the purchasing relationship between Arcfield and the Supplier, provided that such service provider is bound by Arcfield to confidentiality obligations as to Supplier's information substantially similar to those provided under these terms. If Supplier fails to implement the electronic invoicing process within a reasonable time (not to exceed ninety (90) days) after Arcfield' request, Arcfield may withhold payment on any invoice not received electronically until such time as Supplier submits the invoice electronically.
- 2.6 Acceptance. Final acceptance by Buyer of any Work under this Order shall not limit or affect any warranty or right of indemnity granted by Seller herein. Except as otherwise agreed in writing, all delivery or performance under this Order shall be subject to final inspection and acceptance by Buyer. The parties expressly agree that any prior inspection or payment by Buyer will not constitute final acceptance. Buyer's final acceptance of the Work shall take place only after complete delivery in accord with the schedule specified herein and after final inspection by Buyer. Buyer's final acceptance shall be contingent upon agreement by Buyer that the Work conforms to the applicable contract requirements. Final acceptance by Buyer shall be conclusive, except for latent defects, negligent or intentional misrepresentations by Seller that a nonconformity or defect would be or had been cured, acceptance induced by false or negligent assurances of Seller or as otherwise provided in this Order or applicable law.
- 2.7 Returns or Rejections. Work delivered or performed by Seller and rejected, in whole or in part, by Buyer may, at Buyer's option, be returned to Seller or held for disposition at Seller's sole risk and expense. If Seller fails promptly to remove such

Work and to proceed promptly to replace or correct the Work, Buyer, without Seller's consent, may replace or correct such Work at the sole expense of Seller, including, without limitation, any excess cost. Seller shall not again tender rejected or corrected Work unless Seller discloses the former tender and rejection or requirement of correction.

3 SHIPMENT, DELIVERY AND IMPORT/EXPORT

- 3.1 Shipment. Unless otherwise provided in this Order, transportation shall be F.O.B. Destination, Freight Prepaid. Buyer shall not be liable for insurance or premium transportation charges unless Buyer consents to such charges in writing.
- 3.2 Risk of Loss. Seller shall bear the risk of any loss or damage to the items until they are delivered in conformity with this Order at the F.O.B. destination point stated herein.
- 3.3 Title. Except as otherwise expressly stated in this Order, title to all items furnished under this Order shall pass to Buyer upon final acceptance, regardless of when or where Buyer takes physical possession of the items.
- 3.4 Late Delivery. Whenever Supplier knows or has reason to believe that timely performance of a Purchase Order may be delayed for any reason, including but not limited to an actual or potential labor dispute, Supplier shall immediately give written notice thereof, including all relevant information with respect thereto, to Arcfield. Any extension of the Completion Date or any other derivative to a scheduling or delivery term must be mutually agreed, in writing, by authorized representatives of the parties.
- 3.5 Portion of Products/Services Available. If only a portion of Products and/or Services is available for shipment or performance to meet the Delivery Date; Supplier shall promptly notify Arcfield and proceed unless otherwise directed by Arcfield. Supplier shall be responsible for any cost increase in the shipment of Products due to its failure to meet the Delivery Date and/or if such method does not comply with Arcfield's shipping instructions.
- 3.6 Non-Compliant Delivery. Over shipments and/or early deliveries may be returned at Supplier's sole expense, or Arcfield may delay processing the early delivery invoice until the Delivery Date.
- 3.7 Packaging, Delivery, Shipment and Import/Export Compliance. Environmental Packaging requirements shall be the sole responsibility of Supplier.
- 3.8 Trade Controls. Arcfield and Supplier will comply with all applicable export, import and trade-related laws and regulations of the United States and other nations related to Controlled Items: articles, commodities, items, software, technology, technical data or services (otherwise known as export-controlled information) exchanged hereunder. To this effect, Supplier warrants that: (i) if necessary and upon Arcfield's request, it will provide Arcfield with technical specifications and other documentation concerning controlled items covered by this agreement sufficient for Arcfield to determine or record supplier assessment as to the appropriate export and import classification of such controlled items under applicable regulations; (ii) the Supplier is not listed on any U.S. Government international trade sanctions lists and that Supplier will give immediate notice to Arcfield in the event that it becomes so listed.
Supplier agrees that before releasing, transferring, or exporting any controlled items to other parties, (i) Supplier will obtain any required US Government export authorization; and (ii) if any such controlled item is provided by Arcfield, Supplier will obtain written authorization from Arcfield in advance, and (iii) the Supplier agrees to be the exporter or importer of record and assumes responsibility for complying with all applicable export and import laws including U.S. export and re-export or re-transfer

laws and regulations.

4 CHANGES

- 4.1 Change or Cancellation. Arcfield may, without charge, change or cancel any portion of this Order including, without limitation, quantity required, Arcfield designs or specifications prior to shipment provided Arcfield gives Supplier notice. If Arcfield changes or cancels any portion of this Order as provided above, Supplier shall provide Arcfield with a written claim for adjustment prior to shipment which contemplates Supplier's actual costs incurred as a direct result of such change or cancellation which are not recoverable by either: (i) the sale of Products or provision of Services to other parties within a reasonable time or (ii) the exercise by Supplier, in a commercially reasonable manner, of other mitigation measures. If the parties are unable to agree on the adjustment amount, Arcfield may, without any liability to Supplier, terminate this Order as to all Products and/or Services affected.
- 4.2 No Process or Design Changes. Supplier shall not make any process or design changes affecting Products or Services without Arcfield's prior written consent.
- 4.3 Forecasts. Any forecasts provided by Arcfield shall not constitute a commitment of any type by Arcfield.
- 4.4 Discontinuance of Products. Supplier shall provide at least twelve (12) months written notice to Arcfield prior to Supplier's discontinuance of manufacturing any Products. Such notice shall include, at a minimum, Arcfield part numbers, substitutions, and last date that orders will be accepted for such Products.
- 4.5 Termination. Arcfield may terminate the Purchase Order at any time for convenience with fifteen (15) advance written notice to Supplier. Upon the termination of this order hereunder, Arcfield shall have no further obligations or liability to Supplier other than to compensate Supplier pursuant to the Purchase Order / Statement of Work for the goods and services already provided before the termination date. If goods or services were paid for in advance, Arcfield will be reimbursed a prorated amount in accordance with the remaining Period of Performance.

5 DEFAULT

If Supplier fails to perform or breaches any provision of this Order, or any other order or agreement with Arcfield, Arcfield may terminate the whole or any part of this Order, unless Supplier cures the breach within ten (10) business days after receipt of Arcfield's written notice of breach. The term "breach" shall include, without limitation, any: (i) proceeding, whether voluntary or involuntary, in bankruptcy or insolvency by or against Supplier; (ii) appointment, with or without Supplier's consent, of a receiver or an assignee for the benefit of creditors; (iii) failure to provide Arcfield with ~~reasonable~~ assurances of performance on Arcfield's request; or (iv) other failure to comply with this Order. In the event that Arcfield terminates this Order in whole or in part as provided in Section 7.1, Arcfield may procure, Products or Services similar to the Products or Services as to which this Order is terminated. Supplier shall reimburse Arcfield upon demand for all additional costs incurred.

6 QUALITY

Supplier shall maintain a quality system that ensures compliance that all Products and/or Services set forth in this Order, or otherwise supplied to Arcfield, will meet the standards specified in Supplier's quality system. If requested, Supplier

shall provide Arcfield with a copy of Supplier's quality system and supporting test documentation.

7 WARRANTY

- 7.1 Warranties. Supplier warrants that all software, Services and Products will (i) be manufactured, processed, and assembled by Supplier or its authorized subcontractors; (ii) be free from malware, known security vulnerabilities, defects in design, material and workmanship; (iii) conform to specifications, including Arcfield's General Specification for the Environment and any requirements and certifications regarding any rules, regulations or laws pursuant to the return of hazardous material; (iv) be new and contain first-quality components and parts; (v) be free and clear of all liens, encumbrances, restrictions, and claims against title or ownership; and (vi) not infringe any patent, trademark, copyright or other intellectual property right of a third party, and (vii) all Services will be performed in a professional manner.
- 7.2 Survival of Warranties. Except for non-infringement in Section 6.1 (vi), above which shall survive indefinitely, all other warranties specified herein shall: (i) survive any inspection, delivery, acceptance, or payment by Arcfield (ii) be in effect for the longer of Supplier's normal warranty period or the one (1) year period following the date of acceptance of the Products and/or Services by Arcfield and (iii) extend to Arcfield and its successors, assigns, and customers.
- 7.3 Epidemic Failure Warranty. Supplier warrants all Products against Epidemic Failure for a period of three years after Arcfield's acceptance. Epidemic Failure means the occurrence of the same failure, defect, or nonconformity with an Order in 2% or more of Products within any three-month period.
- 7.4 Arcfield's Right to Inspect. Arcfield may, at any time, inspect the software, Services, or Products and associated manufacturing processes. Inspection may occur at the Supplier's facility, plant or subcontractor's plant. Supplier will inform its vendors and subcontractors of Arcfield's right to inspect and shall secure that right for Arcfield if necessary.

8 NON-COMPLYING PRODUCTS AND/OR SERVICES

- 8.1 Non-Compliance. Any Products or Services that are not in conformity with the requirements of an Order ("Non-Complying Products" and "Non-Complying Services", respectively), may be returned at Arcfield's option at Supplier's risk and expense. Arcfield may procure similar Products or Services in substitution for the Non-Complying Products or Services, and Supplier shall refund the cost of the Non-Complying Products and Service and reimburse Arcfield upon demand for all additional costs incurred by Arcfield.
- 8.2 Epidemic Failure Remedy. If an Epidemic Failure occurs, all costs, including but not limited to, replacement products, parts, upgrades, materials, labor, transportation and inventory replacement arising from an Epidemic Failure shall be borne by Supplier, regardless of whether Arcfield initiates a field stocking recall or customer-based recall or reflight, including Products in distributor inventory and Arcfield's installed base. Supplier, at its expense, will ensure that such products, parts or upgrades have the highest shipping priority. Arcfield reserves the right to procure, upon terms it deems appropriate, similar products to substitute the affected products, and Supplier shall promptly reimburse Arcfield for all costs, charges, prices and fees paid in purchasing the substitute products.

9 LICENSE GRANT

- 9.1 If Products include software, firmware or documentation, Supplier grants to Arcfield a non-exclusive, perpetual, royalty free, worldwide license to use, reproduce, display, prepare derivative

works of the documentation and distribute such works, software, firmware or documentation directly or as integrated into Arcfield products, and to sublicense such rights to third parties.

- 9.2 Seller hereby grants Buyer the right, without payment of additional compensation, to use, duplicate, operate, process, disclose and sublicense, all data, writings, reports, or other information and items produced and delivered by Seller to Buyer in connection with this Order. To the extent any such data, writings, reports, or other information and writings were first created by Seller or its agents under this Order and comprise works susceptible to protection under the copyright laws, Seller agrees that such information or works shall be deemed "works for hire" hereunder. In the event any such work is determined not to be a "work for hire" under the copyright laws, this provision shall operate as an irrevocable license assigned by Seller to Buyer of the copyright in the work, including, without limitation, all right, title, and interest therein, in perpetuity. For avoidance of doubt, any pre-existing intellectual property, patents or copyrights owned by the Seller, shall remain the property of the Seller.

- 9.3 Requirements of Third-Party Licenses. Supplier shall identify all licenses and deliver to Arcfield all materials required to meet the requirements of any licenses for third party software that is included in the Products. Supplier shall deliver to Arcfield the source code for any software licensed under a license that has a source availability requirement (such as the GNU General Public License). If the source code is not included with the material that Supplier has previously delivered, Supplier shall deliver within seven (7) days after Arcfield's request the source code for any software licensed under an open-source license that has a source availability requirement. Supplier grants Arcfield the right to duplicate and distribute the materials as necessary.

10 INDEMNIFICATION, INSURANCE, AND CONFIDENTIAL INFORMATION

- 10.1 General Indemnification. Supplier agrees to protect, defend, indemnify and hold harmless Arcfield and its affiliates, their officers, directors, employees, and agents from all sums, costs and expenses as a result of any and all loss, expense, damage, liability, claims, demands, either at law or in equity, resulting from any personal injury or death, or damages to property resulting directly or indirectly from the performance of the Supplier hereunder.
- 10.2 Intellectual Property Indemnification. Supplier agrees to defend, indemnify, and hold harmless Arcfield and its affiliates, subsidiaries, officers, directors, employees, agents, subcontractors, distributors and customers (collectively "Indemnitees") from and against all claims, losses, demands, fees, damages, liabilities, costs, expenses, obligations, causes of action, suits, or injuries, of any kind or nature, arising from:
- (i) any claim that Supplier's Products or Services, or the use, sale or importation of them, infringes any intellectual property right. Without limiting the foregoing, Supplier will pay all costs, damages and expenses (including reasonable attorneys' fees) incurred by Arcfield and/or its Indemnitees and will pay any award with respect to any such claim or agreed to in settlement of that claim.
- 10.3 Infringing Products or Services. If the use of any Products or Services is enjoined (collectively, "Infringing Products"), Supplier shall at its expense procure the right for Arcfield to continue using or receiving the Infringing Products. If Supplier is unable to do so, Supplier shall at its expense (and at Indemnitees' option): (i) replace the Infringing Products with

non-infringing Products or Services of equivalent form, function and performance; or (ii) modify the Infringing Products to be non-infringing without detracting from form, function or performance; or (iii) if unable to replace or modify the Infringing Products, refund in full all monies paid by Arcfield for the Infringing Products and pay all reasonable costs incurred by Arcfield in replacing the Infringing Products.

10.4 Removal of Arcfield Trademarks. Supplier shall remove from all Products rejected, returned or not purchased by Arcfield, Arcfield's name and any of Arcfield's trademarks, trade names, insignia, part numbers, symbols, and decorative designs, prior to any other sale, use, or disposition of such products by Supplier.

10.5 Insurance. During the performance of this Order, Supplier will maintain in full force and effect, at Supplier's expense, Workers' Compensation insurance as required by law or regulation, having jurisdiction over Supplier's employees. If Workers' Compensation is through a Social Scheme, which is any compulsory insurance program administered and enforced by government, Supplier agrees to be in full compliance with such laws. Employer's Liability insurance in amounts not less than the local currency equivalent of U.S. \$2,000,000. Where permitted by law, such policies will contain a waiver of the insurer's subrogation rights against Arcfield. In addition, Supplier shall maintain, at its expense, a Comprehensive General Liability insurance policy covering claims of bodily injury, including death, products and completed operations, contractual liability, and property damage that may arise out of use of the Products or acts of omission of Supplier under this Order, and containing such other provisions as may be required by Arcfield. Cyber Insurance is required if Supplier will be storing or processing Arcfield PII or sensitive data. Such policy or policies shall provide a coverage minimum of U.S. \$1,000,000 per occurrence. Each policy shall name Arcfield, its officers, directors, and employees as additional insureds. All such policies shall provide that the coverage thereunder shall not be terminable without at least thirty (30) days prior written notice to Arcfield. Upon demand by Arcfield, Supplier shall promptly supply Arcfield with certificates of insurance of such policies. In no event will the coverage or limits of any insurance maintained by Supplier under this Order, or the lack or unavailability of any other insurance, limit or diminish in any way Supplier's obligations or liability to Arcfield hereunder. Insurance companies providing coverage under this Order must be rated by A. M. Best with at least an A-rating.

10.6 Confidential Information. "Confidential Information" includes all information designated by Arcfield as confidential, (or which is information that a reasonable person would understand to be trade secret, confidential, or proprietary information), the existence and the terms and conditions of this Order, and including but not limited to, all information or data concerning the Products and/or Services, general business plans, customers, costs, forecasts, and profits. Except as required for Supplier's performance of this Order, Supplier shall not use or disclose any Confidential Information obtained from Arcfield or otherwise prepared or discovered by either Supplier or Arcfield and shall protect the confidentiality of Confidential Information with the same degree of care as Supplier uses for its own similar information, but no less than reasonable care.

10.7 Publicity. Supplier shall not use the name of Arcfield, its affiliates or any of its customers or prospective customers in written, electronic or oral form in any press release, public announcement or any other marketing or publicity materials, nor in any manner advertise or publish the fact that it has contracted with Arcfield to perform the work, nor disclose any of the details connected with any Purchase Order or this Purchase Order or any of the work

performed hereunder to any third party. Supplier is also prohibited from using any trademarks or other language, signs, markings or symbols used by and from which a connection to Arcfield, its affiliates, customers or prospective customers could be reasonably inferred or implied.

10.8 Access to Information Systems. Access, if any, to Arcfield's Information Systems is granted solely to perform the Services under this Order, and is limited to those specific Arcfield Information Systems, time periods and personnel as are separately agreed to by Arcfield and Supplier from time to time. Arcfield may require Supplier's employees to be U.S. Citizens. Supplier must notify Arcfield in advance and obtain written approval for any non-U.S. Citizen being used to support the agreement. Subcontractors or agents may be required to sign individual agreements prior to access to Arcfield's Information Systems. Use of Arcfield Information Systems during other time periods or by individuals not authorized by Arcfield is expressly prohibited. Access is subject to Arcfield business control and information protection policies, standards and guidelines as may be modified from time to time. Use of any other Arcfield Information Systems is expressly prohibited. This prohibition applies even when an Arcfield Information System that Supplier is authorized to access, serves as a gateway to other Information Systems outside Supplier's scope of authorization. Supplier agrees to access Information Systems only from specific locations approved for access by Arcfield. For access outside of Arcfield premises, Arcfield will designate the specific network connections to be used to access Information Systems.

10.9 Prior to Buyer allowing Seller's employees access to Buyer computer information systems for any period of time, Seller, shall, at its own expense, obtain a Background Investigation (BI) on the Seller's employee in accordance with standards established by Buyer's Security Organization.

11 WORK PERFORMED ON BUYER PREMISES

11.1 If this Order involves Work by Seller on the premises of Buyer (or Buyer's customer), Seller shall comply with and take all precautions required by any safety and security regulations to prevent the occurrence of any injury to person or property during the performance and progress of such Work. Seller shall promptly notify Buyer of any such injury or damage. In addition to any other indemnification obligations in this Agreement, Seller hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever to all persons, whether employees of Seller, or otherwise, and to all property, caused by, resulting from, or arising out of Seller's negligence or that of its agents or employees when performing work on the premises of Buyer or its customer.

11.2 Seller shall at all times enforce strict discipline and good conduct among its employees and shall not employ in connection with the services covered by this Order any unqualified or unfit person or anyone not skilled in the work assigned to him or her. Seller also agrees that any employee, subcontractor, or agent provided under this Order to Buyer will abide by and perform in accordance with the employment policies of Buyer, which address mandatory internal dispute resolution of all covered claims, sexual and other unlawful harassment, drug and alcohol abuse, and equal employment opportunity. Seller shall indemnify and hold Buyer harmless against any liability arising from a violation of such policies by Seller's employee, subcontractor, or agent. In addition to any other remedies available to Buyer, Buyer may, without notice and an opportunity to cure, expel from its property/worksite,

or the property or worksite of Buyer, any employee, subcontractor or agent of Seller found violating any Buyer policy.

- 11.3 Prior to Buyer issuing any “No-Escort” badges to Seller’s employees performing work in the operating areas of Buyer’s premises or facilities for a period of 30 days or more within a 365-day period, Seller, shall, at its own expense, obtain a Background Investigation (BI) on the Seller’s employee in accordance with standards established by Buyer’s Security Organization.

12 DATA SECURITY AND PRIVACY

- 12.1 Supplier will implement and maintain privacy and security measures to protect Arcfield Data, Services and Products in accordance with best industry practices.
- 12.2 Supplier shall only collect, store, transfer, share, view, access or otherwise process (“Process”) Arcfield Data and access information systems to the extent and manner necessary to provide the Services, software or Products, in accordance with the instructions as set out in this Agreement. Any access to or use of Arcfield informationsystems or Processing of Arcfield Data by or on behalf of Supplier for any other purpose shall be deemed a material breach of the Agreement by Supplier. Supplier shall not sell, rent, transfer, distribute, disclose, copy, alter, or remove Arcfield Data, Arcfield information system, or Product unless authorized in writing by Arcfield. Supplier shall ensure all Processing of Data and provisioning of Services and Products complies with all Applicable Laws. If Supplier cannot Process the Data or provide Services or Products in accordance with such Applicable Laws and these terms, then Supplier shall immediately notify Arcfield in writing.
- 12.3 Supplier shall develop, implement and maintain a comprehensive information security program with information security industry standard safeguards, such as ISO 27001/2, to protect Data against Security Breach and to provide secure Services or Products.
- 12.4 All Notifications, whether related to Security Breach, Inquiry, Product security vulnerability or non-compliance, shall be made to Arcfield Security via (a) email at security_support@arcfield.com and (b) telephonically to 1-703-460-3900. Supplier shall use commercially reasonable efforts to provide Arcfield with Notification within 12 hours after Supplier becomes aware of a Security Breach.
- 12.5 Upon Arcfield’s request or upon termination of this Agreement, Supplier shall cease all use of Arcfield’s Proprietary Information. The Supplier shall make a commercially reasonable, good faith effort to return to Arcfield all its Proprietary Information, and all copies or reproductions thereof regardless of form or format, in Supplier’s possession or control, or shall destroy or permanently delete all such Proprietary Information received under this Agreement, and at Arcfield’s request, certify in writing such destruction or deletion. For the avoidance of doubt, anything that is stored on routine back-up media solely for the purpose of disaster recovery will be subject to destruction in due course, provided that employees are precluded from accessing such information in the ordinary course of business prior to destruction.

13 GOVERNMENTAL COMPLIANCE

- 13.1 General. Supplier will at all times comply with all federal, state, local and foreign laws, rules and regulations applicable to its obligations under this Order and, if applicable, its manufacture of Products. Supplier shall furnish to Arcfield all information required to enable Arcfield to comply with such laws, rules, and regulations in its use of the Products and Services or reasonably requested by Arcfield to confirm compliance with such laws, rules and regulations or

with the provisions of this Order.

- 13.2 Security. Without limiting Section 12.1, Supplier warrants that in all countries in which Supplier does business, its operations and shipments comply with all applicable laws and regulations regarding security. To the extent applicable to Supplier’s business, Supplier agrees to implement the Security Recommendations set forth by the U.S. Customs Service Customs-Trade Partnership Against Terrorism (“C-TPAT”) (<https://www.cbp.gov/border-security/ports-entry/cargo-security/ctpat>) or equivalent security guidelines. In addition, Supplier shall meet or exceed security requirements designated by Arcfield. Supplier and Arcfield may perform a formal, documented security compliance audit on an annual basis, with the first audit taking place upon Arcfield’ request at any time after Supplier’s acceptance of this Order. Supplier shall immediately notify Arcfield in writing of any area where it fails to meet the applicable recommendations of C-TPAT or equivalent security guidelines, or the Arcfield Security requirements. Upon notification of Supplier’s failure to comply, whether by Supplier or through an audit or Arcfield inspection, Arcfield may either terminate the Order or grant a waiver of the requirement for a limited time to allow Supplier to become compliant.
- 13.3 U.S. Federal Procurement Requirements. Without limiting Section 12.1, in light of Arcfield’ status as a U.S. Federal contractor and subcontractor, all applicable procurement regulations required by federal statute or regulation to be inserted in contracts or subcontracts pursuant to FAR 52.2125(e) and/or FAR 52.244-6 apply to this Order, including but not limited to FAR 52.203-13, Contractor Code of Business Ethics and Conduct, FAR 52.219-8 Utilization of Small Business Concerns, FAR 52.222-26 – Equal Opportunity, FAR 52.222- 35- Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans, FAR 52.222-36 – Affirmative Action for Workers with Disabilities, FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (E.O.13496), FAR 52.222-41 – Service Contract Act of 1965, FAR 52.222-50 alt1– Combating Trafficking in Persons, FAR 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements, FAR 52.222- 53, Exemption from Application of the Service Contract Act to Contracts for Certain Service – Requirements, FAR 52.222-54, Employment Eligibility Verification, FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations, FAR 52.247- 64 – Preference for Privately Owned U.S. Flag Commercial Vessels as required in accordance with paragraph (d) of FAR clause 52.247-64. The following additional procurement regulations apply only to any Order referencing a U.S. Government prime contract: 52.2033 Gratuities, 52.203-6 Restrictions on Subcontractor Sales to the Government (Alternate I), 52.203-12 Limitation on Payments to Influence Certain Federal Transactions, 52.203-14 Display Of Hotline Poster(s), 52.204-2 Security Requirements, 52.204-6 Data Universal Numbering System (DUNS) Number, 52.215-2 Audit and Records—Negotiation, 52.219-9 Small Business Subcontracting Plan, 52.219-16 Liquidated Damages-Subcontracting Plan, 52.219-25 Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, 52.219-28 Post Award Small Business Program Representative, 52.222-3 Convict Labor (E.O. 11755), 52.222-19 Child Labor Cooperation with Authorities and Remedies (E.O. 13126), 52.222-21 Prohibition of Segregated Facilities, 52.222-37

Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era, and Other Eligible Veterans, 52.22242 Statement of Equivalent Rates for Federal Hires, 52.222-43 Fair Labor Standards Act and Service Contract Act-Price Adjustment, 52.223-15 Energy Efficiency in Energy-Consuming Products, 52.223-16 IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (E.O. 13423), 52.225-13 Restrictions on Certain Foreign Purchases, 52.228-5 Insurance – Work on a Government Installation, 52.232-7 Payments under Time and Materials and Labor-Hour Contracts, 52.232-29 Terms for Financing of Purchases of Commercial Items, 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration, 52.232-36 Payment by third party, 52.239-1 Privacy or Security Safeguards, 52.245-1 Government Property, 252.203-7000 Requirements Relating to Compensation of Former DoD Officials, 252.205-7000 Provision of Information to Cooperative Agreement Holders, 252.219-7003 Small Business Subcontracting Plan (DoD Contracts), 252.225-7021 Trade Agreements, 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals, 252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns, 252.225-7012 Preference for Certain Domestic Commodities, 252.225-7015 Preference for Domestic Hand or Measuring Tools, 252.236-7013 Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers, 252.227-7015 Technical Data- Commercial Items, 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel, 252.237-7019 Training for Contractor Personnel Interacting with Detainees, 252.246-7003 Notification of Potential Safety Issues, 252.247-7003 Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer, 252.247-7023 Transportation of Supplies by Sea, 252.247-7024 Notification of Transportation of Supplies by Sea, 252.209-7998 Representation Regarding Conviction of a Felony Criminal Violation Under Any Federal or State Law. These

U.S. Federal clauses have the same force and effect as if they were stated in their full text. Nothing in this paragraph shall restrict the Supplier's ability to use any contract data, tooling or designs, which the Government owns or has the right to use, on the Supplier's direct sales to the Government, where the contract data, tooling or designs owned by the Government is provided to the Supplier by the Government or on its behalf. Upon Supplier's receipt of closeout materials, Supplier shall submit completed paperwork with authorized signatures within the period specified in the closeout documents. If Supplier fails to submit completed paperwork with signatures within the period specified, or to notify Enterprise Services as to conflict of data within the same period, Supplier may have waived its right to any funds owned to Supplier. Supplier is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as

applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

- 13.4 Accessibility. Supplier warrants that all Products will meet the requirements set forth in all federal, state, local and foreign laws, rules, and regulations applicable to accessibility of information technology for people with disabilities. Supplier agrees to use personnel trained and knowledgeable in supporting the needs of persons with disabilities in performance of Services under this Order.
- 13.5 Invoice Certification. When and if requested by Arcfield, as a condition precedent to payment thereof, Supplier shall separately certify each invoice as follows: "We certify that contract deliverables listed hereon were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the U.S. Department of Labor issued under Section 14 thereof. We further certify that any and all additional contract deliverables will be produced in compliance with same."

14 SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

- 14.1 Social and Environmental Responsibility. Supplier warrants that in all countries in which Supplier and, to Supplier's information and belief, Supplier's authorized subcontractors do business, its and their operations comply with all applicable laws and regulations governing labor and employment, employee health and safety, protection of the environment, and ethical practices. Supplier will comply with Arcfield Supplier Code of Conduct including establishment of management systems as described therein.
- 14.2 Compliance. All Products and their packaging will comply with Arcfield's specifications for the Products. Supplier will furnish Arcfield any information to confirm the material composition of parts, components or other constituents of Products or their packaging, as supplied to Arcfield under this Order or as used in any manufacturing processes.
- 14.3 Chemical Substances. Supplier warrants that: (i) each chemical substance contained in Products is on the inventory of chemical substances compiled and published by the Environmental Protection Agency pursuant to the Toxic Substances Control Act and (ii) all Material Safety Data Sheets required to be provided by Supplier for Products shall be provided to Arcfield prior to shipment of the Products and shall be complete and accurate.
- 14.4 Take Back. Supplier will accept back, free of charge, any material included in the Products or their packaging, returned freight prepaid, by Arcfield from any country that requires Products be taken back from the user at the end of life of the Products.

15 MISCELLANEOUS.

- 15.1 No Assignment. Supplier shall not delegate or assign its rights or obligation without Arcfield's prior written consent. Any attempted delegation or assignment by Supplier without such consent shall be void.
- 15.2 Choice of Law. This Order shall be interpreted and governed by the domestic laws of the state of Delaware or the province or country where the Products or Services are delivered or performed.
- 15.3 Non-Restrictive Relationship. Arcfield shall not be precluded from independently developing, acquiring from other third parties, distributing or marketing other Products or Services

which may perform the same or similar functions as the Products or Services provided under this Order.

16 ANTI-CORRUPTION LAWS.

Supplier agrees that it is familiar with the provisions of the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and other analogous anti-corruption legislation in other jurisdictions in which Supplier conducts business or which otherwise apply to Supplier (collectively, and with related regulations, the "Anti-Corruption Laws"), and that it shall not in connection with the transactions contemplated by this Order make any payment or transfer anything of value, offer, promise or give a financial or other advantage or request, agree to receive or accept a financial or other advantage either directly or indirectly to any government official or government employee (including employees of a government corporation or public international organization) or to any political party or candidate for public office; or to any other person or entity with an intent to obtain or retain business or otherwise gain an improper business advantage. Supplier further agrees that it will not take any action which would cause Arcfield to be in violation of any Anti-Corruption Laws. Supplier will promptly notify Arcfield if it becomes aware of any such violation and indemnify Arcfield for any losses, damages, fines or penalties that Arcfield may suffer or incur arising out of or incidental to any such violation. In case of breach of the above, Arcfield may suspend or terminate the Order at anytime without notice, liability, or indemnity. Supplier shall, upon Arcfield' request, allow Arcfield to conduct periodic audits of Supplier's books and records to ascertain compliance with this ~~due~~ This provision will survive termination of the Order for any reason. Each of Supplier's employee, agent, representative, subcontractor, or other party who has been or will be engaged by Supplier in connection with this Agreement will be made aware of the above obligations; will agree to comply with them; and will have signed, prior to beginning such involvement, an agreement with Supplier stating that they are aware of the above obligations and agree to comply with them. In addition, Supplier is and will be responsible for and will indemnify Arcfield to the greatest extent permitted by law against any and all liability that may arise from the actions of such employee, agent, representative, subcontractor, or other party and any of their failures to comply with the terms of this Order and their corresponding agreement with Supplier.

17 SECURITY CERTIFICATION COMPLIANCE.

The following Federal Subcontract Security Certification process is in addition to Section 11.2 Security requirements and applies to any Supplier providing cleared personnel to Arcfield. Suppliers providing cleared ~~personnel~~ personnel will be required to adhere to these requirements. If you are not providing cleared personnel to Arcfield, these requirements do not apply and are self-deleting. Supplier through their appropriate security officer shall provide to Arcfield such information about Supplier's industrial security program as used in performance of this Order Arcfield deems sufficient to determine whether Supplier is complying with, and able to comply with, Supplier's industrial security obligations under this Order. Supplier shall answer any questionnaires and surveys as Arcfield issues to Supplier to audit Supplier's performance under, and compliance with, this Order and shall return any questionnaires and surveys to the location and by the means Arcfield specifies.

Supplier understands and acknowledges that failure to comply with or being found by Arcfield at Arcfield' sole discretion, to be

incapable of complying with Supplier's industrial security obligations under this Order shall constitute a material breach of this Order and Arcfield shall have the unilateral right to terminate this Order for cause or require Supplier to implement and give to Arcfield a satisfactory remediation and mitigation plan. Such plans shall become part of Supplier's Obligations under this Order, including, but not limited to, Arcfield' right to audit.

18 HUMAN RIGHTS

ARCFIELD EXPECTS ITS SUPPLIERS TO SUPPORT AND RESPECT THE PROTECTION OF INTERNATIONALLY PROCLAIMED HUMAN RIGHTS AND TO ENSURE THAT THEY ARE NOT COMPLICIT IN HUMAN RIGHTS ABUSES, AS DEFINED BY LAW OR OTHERWISE IDENTIFIED BY INTERNATIONAL HUMAN RIGHTS ORGANIZATIONS AND CONVENTIONS.

Harassment, Harsh or Inhumane Treatment: Arcfield expects its suppliers to create and maintain an environment that treats all employees with dignity and respect and that suppliers will not engage in any threats of violence, sexual exploitation or abuse, verbal or psychological harassment or abuse in the conduct of its business. No harsh or inhumane treatment, coercion or corporal punishment of any kind is to be tolerated by a supplier in the conduct of its business, including as relates to its business with any Indirect Suppliers. Health and Safety: Arcfield expects its suppliers to follow all applicable laws and regulations to ensure a safe and healthy workplace for all personnel, including the personnel of any Indirect Suppliers. This includes mitigating actual as well as potential health and safety risks at work. Suppliers will provide the same standard of health and safety in any housing that it provides for its employees. At a minimum, suppliers should strive to implement recognized workplace systems, procedures and controls for the health and safety of all personnel in compliance with nationally and internationally recognized standards.

Wages and Benefits: Arcfield expects its suppliers to comply with all applicable wage and hour laws and regulations, including those relating to minimum wages, overtime hours, piece rates and other elements of compensation, and provide legally mandated benefits.

Working Hours: Arcfield expects its suppliers will not exceed prevailing local work hours and will appropriately compensate overtime. Workers shall not be required to work more than 60 hours per week, including overtime, except in extraordinary business circumstances with their consent. In countries where the maximum work week is less, that standard shall apply. Employees should be allowed at least one day off per seven- day week.

Conflict Minerals: Arcfield expects its suppliers and their Indirect Suppliers, where they supply products containing Tantalum, Tin, Gold, or Tungsten, to be in full compliance with the US Conflict Minerals Law. Arcfield expects that its suppliers and their Indirect Suppliers shall provide such further cooperation as Arcfield may reasonably require in order to meet any obligations it may have under the Conflict Minerals Law.

19 ANTI-HUMAN TRAFFICKING.

Without limiting any of Supplier's obligations herein regarding compliance with all applicable laws, Supplier represents and

warrants that, if applicable, it fully complies with FAR clauses 52.222-50 and 52.222-56 ("Ending Trafficking in Persons") in its performance of this Order. Supplier, at its own cost and expense, has in place procedures, programs and policies as necessary to certify and ensure compliance with aforementioned FAR clauses. As reasonably requested by ES, Supplier shall promptly provide Arcfield with complete and accurate information about its procedures, programs and policies, and Supplier's performance of its obligations under this Order relevant to ES's and/or Supplier's compliance with aforementioned FAR clauses. To the best of the Supplier's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any prohibited activities identified in paragraph (b) of the FAR clause at 52.222-50, Combating Trafficking in Persons; or (ii) if abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Supplier or subcontractor has taken the appropriate remedial and referral actions.

20 EQUAL OPPORTUNITY EMPLOYER.

Supplier is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

21 LIMITATION OF LIABILITY.

IN NO EVENT SHALL ARCFIELDARCFIELD, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE BY REASON OF ARCFIELD'S BREACH OR TERMINATION OF THIS PO OR FOR ANY ACTS OR OMISSIONS IN CONNECTION WITH THIS PO FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF DATA, WORK INTERRUPTION, INCREASED COST OF WORK, OR ANY CLAIMS OR DEMANDS AGAINST SUPPLIER BY ANY OTHER ENTITY, WHETHER SUCH REMEDY IS SOUGHT IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. IN FURTHERANCE OF THE FOREGOING, IN NO EVENT SHALL ARCFIELD'S LIABILITY FOR DIRECT DAMAGES IN ANY CIRCUMSTANCES SET FORTH IN THIS CLAUSE EXCEED THE PRICE PAID FOR THE WORK PERFORMED BY CONTRACTOR UNDER THE PURCHASE ORDER. THIS PURCHASE ORDER SHALL NOT CREATE FOR NOR GIVE TO ANY THIRD PARTY ANY CLAIM OR RIGHT OF ACTION AGAINST SUPPLIER OR ARCFIELD WHICH WOULD NOT ARISE WITHOUT A PURCHASE ORDER.

22 FORCE MAJEURE

Buyer shall not be liable for delay or failure of performance occasioned by causes beyond its control, including, but not limited to, acts of God or the public enemy, actions or decrees of governmental entities, civil unrest, riots, acts of terrorism, organized labor strikes, declared or undeclared war, fire, floods,

unusually severe weather, earthquakes, or volcanoes ("Force Majeure Event"). If Buyer is affected by a Force Majeure Event, Buyer shall give written notice to Seller, which shall cause, without penalty to Buyer, all obligations under this Order to be immediately suspended for a period of sixty (60) days. If the period of suspension caused by the Force Majeure Event exceeds that first sixty-day period, Buyer either may terminate the Order for convenience in accord with subparagraph 7(b) or suspend the Order for an additional period under paragraph 30. Any termination settlement or equitable adjustment sought by Seller following the termination for convenience or suspension may not include any costs incurred during the first sixty-day suspension.

23 INDEPENDENT CONTRACTOR

Nothing in this Order shall be deemed to represent that Seller or any of Seller's employees or agents, are the agents, representatives, or employees of Buyer. Seller assumes full and sole responsibility for the payment of all compensation, expenses, benefits (including, but not limited to, workers' compensation and medical benefits) of its employees and for all state and United States income tax, unemployment insurance, social security, disability insurance, and other applicable withholdings or taxes. Seller and its agents are independent contractors for all purposes and at all times.

24 GOVERNING LAW AND DISPUTE RESOLUTION

- 24.1 This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Virginia, excluding its choice of law statutes. Jurisdiction and venue for any suit between the Parties hereto arising out of or connected with this Agreement, or the Services furnished hereunder, shall be in state or federal court in Virginia.
- 24.2 To the extent the Parties agree to bring disputes arising under this Agreement to alternative dispute resolution forums, such forums must be located in the Commonwealth of Virginia and each Party shall pay its own fees and costs for mediation and all other alternate dispute resolution mechanisms.