

INTELLIGENT MANUFACTURING SOLUTIONS, LLC

GENERAL TERMS AND CONDITIONS OF PURCHASE

ENTIRE AGREEMENT. The attached purchase order (the "PO" or "Order") and these terms and conditions constitute the entire agreement (together, this "Agreement") between Intelligent Manufacturing Solutions, LLC ("IMS") and the supplier of the product(s) (the "Product(s)") and/or services (the "Services") described in the PO (the "SUPPLIER"), and no term or condition hereof may be amended, modified or waived except by a writing signed by an authorized representative of IMS.

1) ACCEPTANCE OF ORDER/TERMS AND CONDITIONS

- (a) This Order integrates, merges, and supersedes any prior offers (quotes/proposals), negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the Parties.
- (b) SUPPLIER's acknowledgment, acceptance of any payment for Products and/or Services, or commencement of performance of any part of the Products or Services, shall constitute SUPPLIER's unqualified acceptance of this Order and these Terms and Conditions.
- (c) Any terms or conditions proposed by SUPPLIER, whether on SUPPLIER's quotes, invoices, acknowledgment forms or other documents, that are inconsistent with or in addition to the terms and conditions herein contained shall be void and of no effect unless specifically agreed to by IMS in writing and are hereby rejected. Modifications hereof or additions hereto, to be effective, must be made in writing and be signed by IMS.
- (d) The prices payable for the Products and Services will be the prices set out in this Order. Unless otherwise expressly stated in this Order, the prices will be firm fixed prices.

2) PRIORITY RATING

If this Order contains a Defense Priorities and Allocations System (DPAS) rating, this Order is a "rated order" certified for national defense, emergency preparedness, and energy program use, and SUPPLIER shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700). If this Order carries a DPAS rating, SUPPLIER shall provide unqualified written acceptance or rejection to IMS's Purchasing Representative within fifteen (15) working days after receipt of a DO rated order and within ten (10) working days after receipt of a DX rated order.

3) PACKING AND SHIPMENT (RISK OF LOSS)

SUPPLIER shall be responsible for ensuring the proper packaging of Products hereunder. No charges will be allowed for packing, crating, freight, local cartage, and/or any other services unless so specified in this Order.

SUPPLIER shall at all times comply with IMS's written shipping instructions. Unless otherwise directed, all items shipped on the same day from and to a single location must be consolidated on one bill of lading or airbill, as appropriate. SUPPLIER shall submit all required shipping papers to IMS prior to final payment including any information to support the use of applicable Free Trade Agreements. Title to Products furnished under this Order shall pass to IMS upon formal acceptance, regardless of when or where IMS takes physical possession, unless the Order specifically provides for earlier passage of title.

For domestic (United States) Products purchased, the International Commercial Terms (ICC) incoterms will be DAT (Delivered at Terminal) and for international (non-United States) Products purchased the ICC incoterms will be DDP (Delivered Duty Paid), SUPPLIER shall bear the expense of transport of, and risk of loss or damage to, the Products to the named place. DAT and DDP are IMS's standard shipping terms. All other Incoterms will be negotiated between IMS and SUPPLIER and be included in the Order.

IMS's purchase order number(s) must appear on all correspondence, shipping labels, and shipping documents, including all packing sheets, bills of lading, airbills, and invoices.

4) DELIVERY OF PRODUCTS

Time is of the essence for the delivery of Products under this PO. SUPPLIER shall deliver Products in strict conformity with all requirements set forth in this PO, including any delivery schedule and shipping instructions. If SUPPLIER does not make deliveries as specified on the face of this PO, IMS reserves the right to cancel/and or purchase elsewhere and hold SUPPLIER accountable for all reasonable excess costs and expenses incurred by IMS. SUPPLIER shall not substitute other items or revise specifications from those specified in the PO without the prior written consent of IMS. SUPPLIER shall notify IMS in writing of any proposed change to (i) the Product(s), including any proposed change to the manufacturing location or the manufacturing process of the Products or the potential closure of the applicable manufacturing facility, or (ii) the ownership of SUPPLIER at least thirty (30) days prior to the shipment date of such Product(s). Unless otherwise expressly permitted in this PO or authorized in writing by IMS, SUPPLIER shall not deliver Product(s) more than five (5) days in advance of the delivery date specified in this PO. In the event of such an early shipment, IMS may, at its sole discretion, either retain or return the Product(s) at SUPPLIER's expense. If IMS elects to retain the Product(s), IMS will not issue payment for such Product(s) until such time that payment would have been due if such Product(s) had been delivered in accordance with the scheduled delivery date.

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5) ELECTRONIC ORDERING

The parties agree that if this Order is transmitted electronically or by email, neither party shall contest the validity of this Order, or any acknowledgement thereof, and such electronic or email transmission shall be deemed to be an official written acceptance or electronic signature.

6) QUALITY MANAGEMENT SYSTEM

- (a) SUPPLIER shall provide and maintain a quality management system to an industry recognized Quality Standard and in compliance with any other specific quality requirements identified in this Order.
- (b) Records of all quality control inspection work by SUPPLIER shall be kept complete and available to IMS and its customers. SUPPLIER shall require lower-tier suppliers to comply with quality assurance requirements comparable to those contained in this Order. SUPPLIER shall assume responsibility for the quality of all procured material and workmanship. SUPPLIER shall include this clause in its subcontracts with lower-tier suppliers and require lower-tier suppliers to flow down this clause to their lower-tier suppliers.

7) INSPECTION AND REJECTIONS

All Products and deliverables identified on an order or resulting from the performance of the Services ("Deliverables") are subject to IMS's inspection and testing. IMS reserves the right, upon reasonable notice to SUPPLIER, to conduct an on-site inspection, which may also include IMS's customer. IMS's inspection may, in its sole discretion, include physical, visual, and/or mechanical review, as well as any documentation necessary to substantiate SUPPLIER's compliance with quality requirements or other specific requirements set forth in this PO. Defective Products or Deliverables, or Products or Deliverables not in accordance with the specifications, may be rejected and held for SUPPLIER's instruction at SUPPLIER's expense and risk, and if SUPPLIER so directs, IMS will return the defective Products or Deliverables to SUPPLIER, at SUPPLIER's cost and expense. If inspection discloses that part of the Products or Deliverables received are not in accordance with the specifications, IMS shall have the right to cancel any unshipped portion of the order and purchase elsewhere and hold SUPPLIER accountable therefore. Payment for Products, Services or Deliverables prior to inspection shall not constitute acceptance thereof or of any Services and is without prejudice to any and all claims that IMS may have against SUPPLIER. Notwithstanding inspection and payment, SUPPLIER shall, at all times, be responsible and liable for latent defects.

8) WARRANTY

- (a) SUPPLIER warrants to IMS that the Products will, at the time of delivery, conform to SUPPLIER's then current documentation supplied with the Products. SUPPLIER further warrants to IMS that the Products will be free from defects in material, workmanship, and design for a period of one (1) year from the date of final acceptance of the Products by IMS (the "Warranty Period"). SUPPLIER will, at its sole option, repair or replace any Product or component part found by IMS to be defective if notified, in writing within the Warranty Period, and the defective Product is returned to SUPPLIER prepaid. IMS must first obtain shipping instructions from SUPPLIER prior to returning any defective Product under this warranty. All repaired/replaced Products or components are warranted for sixty (60) days or the remaining unexpired term of the original warranty, whichever is longer.
- (b) SUPPLIER shall perform the Services diligently, professionally and in accordance with all applicable professional and industry standards. SUPPLIER shall perform the Services through the use of personnel and equipment appropriate for the type of Service to be provided and will use its best efforts in performing the Services. IMS may inspect the results of SUPPLIER's efforts at reasonable intervals and will inform SUPPLIER if performance is unsatisfactory, in which event SUPPLIER agrees to correct deficiencies within a reasonable time to be agreed between IMS and SUPPLIER.
- (d) For Products and Services provided by SUPPLIER under this Order, all warranties shall run to IMS and its customers.
- (e) SUPPLIER warrants without limitation as to time that any Products, including any hardware, software and firmware components, delivered under this Order shall not contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (a) damage, destroy or alter any software or hardware; (b) reveal, damage, destroy, or alter any data; (c) disable any computer program automatically; or (d) permit unauthorized access to any software or hardware.

9) MATERIAL REVIEW BOARD (MRB)

Unless otherwise specified in this PO, SUPPLIER and its lower-tier suppliers and subcontractors do not have the authority to process "use-as-is", "repair", "standard repair procedures (SRPs)", or "non-SRPs" via their material review board (MRB). These dispositions, as well as deviations and requests for waivers, requiring MRB disposition shall be submitted to IMS for approval (this does not include rework or scrap). SUPPLIER shall utilize its appropriate nonconforming material disposition form and submit it to IMS's Purchasing Representative for approval by IMS.

10) PAYMENTS, TAXES, AND DUTIES

- (a) Unless otherwise provided, terms of payment shall be net forty five (45) days from latest of the following: (1) IMS's receipt of SUPPLIER's proper invoice; (2) final acceptance of the Products by IMS; or (3) final acceptance of the Services by IMS.
- (b) Each payment made shall be subject to reduction to the extent of amounts which are found by IMS or SUPPLIER not to have been properly payable, and shall also be subject to reduction for overpayments. SUPPLIER shall promptly notify IMS of any such overpayments and remit the amount of the overpayment except as otherwise directed by IMS.

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- (c) IMS shall have a right of setoff against payments due or at issue under this Order or any other Order between the parties.
- (d) Payment shall be deemed to have been made as of the date of mailing IMS's payment or electronic funds transfer.
- (e) 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.

11) ORDER DIRECTION

- (a) Only IMS's Purchasing Representative has authority on behalf of IMS to make changes to this Order. All amendments must be identified as such in writing and executed by the parties.
- (b) IMS 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 Products or Services 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.
- (c) Except as otherwise provided herein, all notices to be furnished by SUPPLIER shall be in writing and sent to IMS's Purchasing Representative.

12) CHANGES

- (a) IMS's Purchasing Representative may at any time, by written order, and without notice to sureties or assignees, if any, make changes within the general scope of this Order in any of the following: (1) drawings, designs, statement of work, specifications, planning and/or other technical documents; (2) method of shipment, packaging, or packing; (3) time and place of inspection, delivery or Acceptance; (4) reasonable adjustments in quantities and/or delivery schedules; (5) place of performance of the Service; (6) the amount of IMS furnished property or property furnished by IMS's customer; and (7) terms and conditions required to meet IMS's obligations under its customer prime contracts or subcontracts..
- (b) If such change causes an increase or decrease in the cost or time required to perform this Order, IMS and SUPPLIER shall negotiate an equitable adjustment in the price and/or schedule, to reflect the increase or decrease. IMS shall modify this Order in writing accordingly.
- (c) Any claim for adjustment shall be unconditionally waived unless: (i) asserted in writing and delivered to IMS's Purchasing Representative within fifteen (15) days of the date of the written change order and (ii) a fully supported proposal is delivered to IMS's Purchasing Representative within thirty (30) days of the date of the written change order.
- (d) IMS, its authorized representatives, and its customer have the right to examine any of SUPPLIER's pertinent books and records for the purpose of verifying SUPPLIER's claim. However, at SUPPLIER's request, in lieu of IMS, a mutually agreeable third party can examine books and records to verify SUPPLIER's claim.
- (e) Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" clause hereof. However, SUPPLIER shall not be excused from proceeding with this Order as changed.

13) COMMUNICATION WITH IMS CUSTOMER

SUPPLIER shall not communicate with IMS's customer or higher tier customer in connection with this Order, except as expressly permitted by IMS. This clause does not prohibit SUPPLIER from communicating with the U.S. Government with respect to (1) matters SUPPLIER is required by law or regulation to communicate to the U.S. Government, (2) fraud, waste, or abuse communicated to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information, or (3) any matter for which this Order provides for direct communication by SUPPLIER to the U.S. Government.

14) SERVICES ON IMS PREMISES

If Services are to be performed on premises owned or controlled by IMS or IMS's customer, then SUPPLIER shall comply with all the rules and regulations established by IMS or any such IMS customer for access to and activities in and around premises owned or controlled by IMS or such IMS customer.

15) RIGHT OF ACCESS.

IMS, IMS's customers, and the applicable regulatory authorities shall have the right to access all applicable facilities of SUPPLIER and other applicable facilities at any level of SUPPLIER's supply chain that are involved in the performance of this PO. In addition, IMS, IMS's customers, and the applicable regulatory authorities shall have the right to access all records of SUPPLIER and the records at any level of SUPPLIER's supply chain that are relevant to this PO.

16) TERMINATION FOR CONVENIENCE

- (a) IMS reserves the right to terminate this Order, or any part hereof, for its convenience. IMS shall terminate by delivering to SUPPLIER a Notice of Termination specifying the extent of termination and the effective date. In the event of such termination, SUPPLIER shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Within forty-five (45) days after the effective date of termination, SUPPLIER may submit to IMS a claim reflecting the percentage of the work performed prior to the effective date of termination, plus reasonable charges SUPPLIER can demonstrate to the satisfaction of IMS, using SUPPLIER's standard record keeping system, have resulted from the termination. SUPPLIER shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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- (b) In no event shall IMS be liable for lost or anticipated profits, or unabsorbed indirect costs or overhead, or for any sum in excess of the total Order price.
- (c) SUPPLIER shall continue all work not terminated. The provision of this section shall not limit or affect the right of IMS to terminate the Order for default.

17) TERMINATION FOR DEFAULT

- (a) IMS, by written notice, may terminate this Order for default, in whole or in part, if SUPPLIER: (i) fails to comply with any of the terms of this Order; (ii) fails to make progress so as to endanger performance of this Order; (iii) fails to provide adequate assurance of future performance; (iv) files or has filed against it a petition in bankruptcy; or (v) becomes insolvent or suffers a material adverse change in financial condition. SUPPLIER shall have ten (10) days (or such longer period as IMS may authorize in writing) to cure any such failure after receipt of notice from IMS. Default involving delivery schedule delays, bankruptcy or adverse change in financial condition shall not be subject to the cure provision.
- (b) Following a termination for default of this Order, SUPPLIER shall be compensated only for Products and Services actually delivered/performed that have been accepted by IMS. IMS may require SUPPLIER to deliver to IMS any supplies and materials, manufacturing materials, and manufacturing drawings that SUPPLIER has specifically produced or acquired for the terminated portion of this Order. IMS and SUPPLIER shall agree on the amount of payment for such supplies and materials.
- (c) SUPPLIER shall continue all work not terminated or cancelled.

18) EXCUSABLE DELAY – FORCE MAJEURE

Neither IMS nor SUPPLIER shall be liable for any failure to perform due to any cause beyond its reasonable control and without its fault or negligence. Such causes include, but are not limited to: (1) acts of God or of the public enemy; (2) acts or failure of any government in either its sovereign or contractual capacity; (3) fires, floods, epidemics, pandemics, terrorism, quarantine restrictions, strikes, freight embargoes, nuclear incident, or any other act or event beyond reasonable control and without the fault of either Party or its suppliers or subcontractors. In the event that performance of this Order is hindered, delayed, threatened to be delayed, or adversely affected by causes of the type described above: (i) the Party whose performance is so affected shall immediately notify the other Party's authorized representative in writing, including all relevant information with respect thereof, and shall likewise notify promptly of any subsequent change in the circumstances, (ii) SUPPLIER shall use all commercially reasonable efforts to avoid or minimize all such instances, and (iii) at IMS's sole option, this Order shall be completed with such adjustments to delivery schedule as are reasonably required by the existence of such cause or this Order may be terminated for convenience.

19) FURNISHED PROPERTY

- (a) IMS may, by written authorization, provide to SUPPLIER property owned by either IMS or its customer (Furnished Property). Furnished Property shall be used only for the performance of this Order.
- (b) Title to Furnished Property shall remain in IMS or its customer. SUPPLIER shall clearly mark (if not so marked) all Furnished Property to show its ownership.
- (c) Except for reasonable wear and tear, SUPPLIER shall be responsible for, and shall promptly notify IMS of, any loss, damage, theft or destruction to Furnished Property within two (2) working days.
- (d) At IMS's request, and/or upon completion of this Order, SUPPLIER shall submit, in an acceptable form, inventory lists of Furnished Property and shall deliver or make such other disposal as may be directed by IMS.

20) INSURANCE

- (a) In the event that SUPPLIER or its subcontractors perform work at the premises) of IMS or IMS's customers for any reason in connection with this Order (unless only a small amount of work is required on IMS' or IMS' customer's premises, e.g., a few brief visits per month) then SUPPLIER and its subcontractors shall maintain for the performance of this Order the following insurances:
 - (i) Workers' compensation insurance meeting the statutory requirements where work will be performed;
 - (ii) Employer's liability (EL) in the amount of \$1 million per each accident or per each employee for disease;
 - (iii) Commercial general liability (CGL) including Products Liability and Completed Operations liability in the amount of \$1 million per occurrence and \$2 million in the aggregate annually, or in such higher amounts as IMS may require;
 - (iv) Automobile liability (AL) insurance covering third party bodily injury and property damage with a minimum of \$1 million per occurrence limit, or in such higher amounts as IMS may require; and
 - (v) Such other insurance as IMS may reasonably require.
- (b) SUPPLIER shall provide IMS thirty (30) days advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of SUPPLIER's required insurance, provided however such notice shall not relieve SUPPLIER of its obligations to maintain the required insurance. SUPPLIER shall have its insurers name IMS as an additional insured on the CGL and AL policies for the duration of this Order. If requested, SUPPLIER shall provide a "Certificate of Insurance" evidencing SUPPLIER's compliance with these requirements. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of IMS and is not contributory with any insurance which IMS may carry. "Subcontractor" as used in this clause shall include SUPPLIER's subcontractors at any tier. SUPPLIER'S

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obligations herein for procuring and maintaining insurance coverage are freestanding and are not affected by any other language in this Order.

21) APPLICABLE LAWS

- (a) This Order and any matter arising out of or related to this Order shall be governed by and construed according to the laws of the State of New Hampshire, without regard to its conflicts of laws provisions.
- (b) SUPPLIER, in the performance of this Order, shall comply with all applicable local, state, and federal laws, orders, rules, regulations, and ordinances. SUPPLIER shall procure all licenses/permits, pay all fees, and other required charges and shall comply with all applicable guidelines and directives of any local, state and/or federal governmental authority. SUPPLIER, at its expense, shall provide reasonable cooperation to IMS in conducting any investigation regarding the nature and scope of any failure by SUPPLIER or its personnel to comply with applicable local, state, and federal laws, orders, rules, regulations, and ordinances that may affect the performance of SUPPLIER's obligations under this Order.
- (c) SUPPLIER shall notify IMS promptly in writing if a charge of noncompliance with any law addressing occupational health and safety or protection of the environment has been filed against SUPPLIER in connection with the performance of this Order.

22) WAIVERS, APPROVALS, AND REMEDIES

- (a) Failure by either party to enforce any of the provisions of this Order or applicable law shall not constitute a waiver of the requirements of such provisions or law, or as a waiver of the right of a party thereafter to enforce such provision or law.
- (b) IMS's approval of documents shall not relieve SUPPLIER of its obligation to comply with the requirements of this Order.
- (c) The rights and remedies of either party in this Order are cumulative and in addition to any other rights and remedies provided by law or in equity.

23) INDEMNIFICATION

SUPPLIER, at its own expense, shall indemnify, defend and hold IMS and its customers harmless from and against any and all claims, demands, suits, judgments, damages and liabilities, costs and expenses (including reasonable attorneys' fees and court costs) arising directly or indirectly out of or in connection with (a) SUPPLIER's performance under this Order, (b) any breach of any SUPPLIER's obligations under this Order, (c) any claim made by SUPPLIER's personnel against IMS, or (d) IMS's use of the Products or Services in their intended manner.

24) DISPUTES

- (a) Any dispute arising under or in connection with this Order with respect to the rights, duties, or obligations of the Parties shall be submitted in writing for resolution to ascending levels of management of the respective Parties.
- (b) If a dispute cannot be resolved to both Parties' mutual satisfaction, after good faith negotiations, within ninety (90) days from the date the written claim is received by the other Party, or such additional time as the Parties agree upon in writing, either Party may bring suit only in the state or federal court located in the State of New Hampshire. SUPPLIER consents to personal jurisdiction for this purpose in the State of New Hampshire.
- (c) Pending any prosecution, appeal, or final decision referred to in this clause, or the settlement of any dispute arising under this Order, both Parties shall proceed diligently, with their respective obligations under this Order.
- (d) In no event shall SUPPLIER acquire any direct claim, or direct course of action against a customer of IMS, including the U.S. Government, except as may otherwise be approved by IMS or otherwise be authorized by law.

25) INTELLECTUAL PROPERTY

- (a) Intellectual Property ("IP") means inventions, discoveries and improvements, know-how, technical data, drawings, specifications, process information, reports and documented information, and computer software. IP includes all worldwide common law and statutory rights to the foregoing, including but not limited to, patents, industrial designs, trade secrets, copyrights, mask work registrations, and the like.
- (b) Background IP: SUPPLIER shall retain ownership of all IP owned or developed by SUPPLIER prior to the effective date of or outside the scope of this Order ("Background IP"). SUPPLIER hereby grants to IMS a non-exclusive, paid-up, royalty-free, transferable, worldwide license (i) to use, reproduce, distribute, and modify such Background IP and (ii) to use, make, have made, offer for sale, sell, distribute and import products and services that incorporate or embody such Background IP, in each case as necessary for the purpose of exploiting IMS' use of the Products or Services or the Foreground IP that are delivered to IMS by SUPPLIER under this Order or are performed for IMS by SUPPLIER under this Order.
- (c) Third Party IP: To the extent SUPPLIER incorporates third-party IP into any Products, SUPPLIER shall obtain for IMS at least the license rights granted in subparagraph (b) of this Clause 25 in such third-party IP, at no additional cost to IMS.
- (d) Foreground IP means any IP that is conceived, developed, or reduced to practice by SUPPLIER in the performance of this Order. IMS shall retain sole and exclusive ownership of such Foreground IP and SUPPLIER acknowledges that all Foreground IP is being created for IMS as "works made for hire" and shall be the exclusive property of IMS. To the extent the Foreground IP is not deemed a "work for hire" under applicable law, SUPPLIER hereby irrevocably assigns and transfers to IMS all right, title and interest in the Foreground IP, including but not limited to patent and copyright interests and rights to create derivative works, waives any and all moral rights in such Foreground IP and

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shall execute all documents reasonably required and provide all assistance reasonably necessary for IMS to perfect its rights in such Foreground IP.

- (e) Nothing in this clause shall modify or alter any rights that the U.S. Government may have in any of the Products or Services that are delivered or performed under this Order.
- (f) SUPPLIER warrants that the Products delivered or the Services performed under this Order will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Except to the extent that the U.S. Government assumes liability therefor, SUPPLIER shall defend, indemnify, and hold harmless IMS, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs, arising out of any action by a third party that is based upon a claim that the Products or Services delivered or performed under this Order infringes or otherwise violates the intellectual property rights of any person or entity.
- (g) SUPPLIER's obligation to defend, indemnify, and hold harmless IMS and its customers under Paragraph (f) above shall not apply to the extent FAR 52.227-1 "Authorization and Consent" applies to IMS' Prime Order for infringement of a U.S. patent and IMS and its customers are not subject to any actions for claims, damages, losses, costs, and expenses, including reasonable attorney's fees by a third party.

26) PROPRIETARY RIGHTS/INFORMATION ASSURANCE

- (a) Information provided by IMS to SUPPLIER remains the property of IMS. SUPPLIER shall comply with the terms of any proprietary information agreement with IMS and comply with all proprietary information markings and restrictive legends applied by IMS to anything provided hereunder to SUPPLIER. SUPPLIER shall not use any IMS provided information for any purpose except to perform this Order and shall not disclose such information to third parties without the prior written consent of IMS. SUPPLIER shall maintain data protection processes and systems sufficient to adequately protect IMS provided information and comply with any law or regulation applicable to such information.
- (b) If SUPPLIER becomes aware of any unauthorized compromise, use, copying or disclosure of any IMS information, whether by SUPPLIER, its officers, employees, agents, SUPPLIER's, suppliers or subcontractors or any entity under SUPPLIER's direction or control (an "Incident"), SUPPLIER shall take appropriate immediate actions to investigate and contain the Incident and any associated risks, including prompt notification to IMS after learning of the Incident. As used in this Section, "compromise" means that any information provided by IMS has been exposed to unauthorized access, inadvertent disclosure, known misuse, loss, destruction, or alteration other than as required to deliver or perform under this Order. SUPPLIER shall provide reasonable cooperation to IMS in conducting any investigation regarding the nature and scope of any Incident. Any costs incurred in investigating or remedying Incidents shall be borne by SUPPLIER.
- (c) Any IMS provided information identified as proprietary or subject to restrictions on public disclosure by law or regulation shall be encrypted (i) if transmitted via the Internet, or (ii) during electronic storage if potentially accessible by the Internet or otherwise by non-authorized users.
- (d) The provisions set forth above are in addition to and do not alter, change or supersede any obligations contained in a proprietary information agreement between the parties.
- (e) SUPPLIER shall not use IMS's name or any other trademark, service mark, trade name, product name, logo, and/or any portion or component thereof, owned by IMS, in whatever shape or form, without the prior written consent of IMS.
- (f) SUPPLIER shall not publish or cause to be published by any means the existence of this Order or any details concerning the Products or Services that are the subject of this Order without IMS's prior written consent.

27) ASSIGNMENT

SUPPLIER may not assign, delegate, or subcontract its rights, duties, or obligations under this Order without the prior written consent of IMS, provided, however, SUPPLIER may assign rights to be paid amounts due, or to become due, to a financing institution if IMS is promptly furnished a signed copy of such assignment reasonably in advance of the due date for payment of any such amounts. Amounts assigned shall be subject to setoff or recoupment for any present or future claims of IMS against SUPPLIER. IMS shall have the right to make settlements and/or adjustments in price without notice to any assignee financing institution.

28) EXPORT CONTROL

- (a) SUPPLIER shall comply with all applicable U.S. export control laws and economic sanctions laws and regulations, specifically including but not limited to the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120 et seq.; the Export Control Reform Act of 2018; the Export Administration Regulations, 15 C.F.R. 730-774; and the Foreign Assets Control Regulations, 31 C.F.R. 500-598 (collectively, "Trade Control Laws").
- (b) SUPPLIER shall notify IMS if any deliverable under this Order is restricted by applicable Trade Control Laws. Before providing IMS any item or data controlled under any of the Trade Control Laws, SUPPLIER shall provide in writing to IMS Representative the export classification of any such item or controlled data (i.e. the export classification under the EAR, ITAR, EU List of Dual Use Items and Technology, Wassenaar Arrangement's List of Dual-Use Goods and Technologies or other applicable export control list) and shall notify IMS Representative in writing of any changes to the export classification information of the item or controlled data. SUPPLIER represents that an official authorized to bind the SUPPLIER has determined that the SUPPLIER or the designer, manufacturer, SUPPLIER or other source

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of the Products has properly determined their export classification. SUPPLIER shall also identify on the face of its shipping documentation the Country of Origin and for international shipments, the applicable Harmonized Tariff Schedule number.

- (c) SUPPLIER shall not export, re-export, transfer, disclose or otherwise provide or make accessible IMS's technical data and/or hardware controlled by Trade Control Laws ("Export Controlled Information") to any persons, or entities not authorized to receive or have access to the data, services and/or hardware, including third country/dual national employees, lower-tier subcontractors and sub-licensees, or modify or divert such Export Controlled Information to any military application unless SUPPLIER receives advance, written authorization from IMS and verification of any required export authorization is in place. SUPPLIER shall not provide a defense service as defined by the Trade Control Laws using any or all of IMS's technical data and/or hardware. Upon IMS's request, SUPPLIER shall demonstrate to IMS's reasonable satisfaction, SUPPLIER's and SUPPLIER's lower-tier subcontractors' compliance with this clause and all Trade Control Laws. To the extent SUPPLIER's Products provided under this Order include packing, labeling, processing, and/or handling exports for IMS, SUPPLIER shall maintain an auditable process that assures accurate packing, labeling, processing, and handling of such exports. SUPPLIER shall also promptly notify IMS if it becomes aware of any failure by SUPPLIER or SUPPLIER's lower-tier subcontractors to comply with this clause and shall cooperate with IMS in any investigation of such failure to comply.
- (d) SUPPLIER hereby represents that neither SUPPLIER nor any parent, subsidiary or affiliate of SUPPLIER is included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department's Bureau of Industry and Security ("BIS"), or the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defense Trade Controls, or the consolidated list of asset freeze targets designated by the United Nations, European Union, and United Kingdom (collectively, "Restricted Party Lists"). SUPPLIER shall immediately notify IMS Representative if SUPPLIER, or any parent, subsidiary or affiliate of SUPPLIER becomes listed on any Restricted Party List or if SUPPLIER's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. or non-U.S. government entity or agency.
- (e) If SUPPLIER is engaged in the business of exporting manufacturing (whether exporting or not) or brokering defense articles or furnishing defense services, SUPPLIER represents that it is and will continue to be registered with the Directorate of Defense Trade Controls, as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR.
- (f) Where SUPPLIER is a party to or signatory under a IMS Technical Assistance Agreement (TAA) or Manufacturing License Agreement (MLA), license exception or license exemption, collectively, "Export Authorization," SUPPLIER shall provide prompt notification to IMS's Purchasing Representative in the event of (1) changed circumstances including, but not limited to, ineligibility, a violation or potential violation of the ITAR or other applicable governmental restrictions, and the initiation or existence of a U.S. Government investigation, that could affect SUPPLIER's performance under this Order, or (2) any change by SUPPLIER that might require IMS to submit an amendment to an existing Export Authorization or request a new or replacement Export Authorization. SUPPLIER shall provide to IMS all information and documentation as may reasonably be required for IMS to prepare and submit any required export license applications. Delays on SUPPLIER's part to submit the relevant information for export licenses shall not constitute an excusable delay under this Order.
- (g) SUPPLIER shall include paragraphs (a) through (g) and this paragraph (h) of this clause or equivalent provisions in lower-tier Subcontractors for the delivery of items that will be included in or delivered as Products or Services to IMS. SUPPLIER shall immediately notify IMS upon learning that any lower-tier subcontractor with which it engages has become listed on the Restricted Parties List.
- (h) 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.

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

- (a) This section only applies if SUPPLIER's performance includes the delivery of software (including software residing on hardware).
- (b) SUPPLIER shall disclose to IMS in writing any FLOSS that will be used or delivered in connection with this Order and shall obtain IMS's prior written consent before using or delivering such FLOSS in connection with this Order. IMS may withhold such consent in its sole discretion.
- (c) As used herein, "FLOSS License" means the General Public License (GPL), Lesser/Library GPL, (LGPL), the Affero GPL (APL), the Apache license, the Berkeley Software Distribution (BSD) license, the MIT license, the Artistic License (e.g., PERL), the Mozilla Public License (MPL), or variations thereof, including without limitation licenses referred to as "Free Software License", "Open Source License", "Public License", or "GPL Compatible License."
- (d) As used herein, "FLOSS" means software that incorporates or embeds software in, or uses software in connection with, as part of, bundled with, or alongside any (1) open source, publicly available, or "free" software, library or documentation, or (2) software that is licensed under a FLOSS License, or (3) software provided under a license that (a) subjects the delivered software to any FLOSS License, or (b) requires the delivered software to be licensed for the purpose of making derivative works or be redistributable at no charge, or (c) obligates IMS 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.

30) COUNTERFEIT WORK

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- (a) SUPPLIER shall not deliver any Counterfeit Part to IMS under this Order. "Counterfeit Part" means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.
- (b) SUPPLIER shall maintain counterfeit risk mitigation processes in accordance with industry recognized standards and with any other specific requirements identified in this Order.
- (c) SUPPLIER shall immediately notify IMS with the pertinent facts if SUPPLIER becomes aware that it has delivered a Counterfeit Part to IMS. When requested by IMS, SUPPLIER shall provide Original Component Manufacturer (OCM) or Original Equipment Manufacturer (OEM) documentation that authenticates traceability of the affected parts to the applicable OCM/OEM. SUPPLIER, at its expense, shall provide reasonable cooperation to IMS in conducting any investigation regarding the delivery of a Counterfeit Part under this Order.
- (d) This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flowdown, or other provision included in this Order addressing the authenticity of Products or parts delivered by SUPPLIER to IMS.
- (e) In the event that a Counterfeit Part has been delivered under this Order, SUPPLIER shall, at its expense, promptly replace such Counterfeit Part with genuine parts conforming to the requirements of this Order. Notwithstanding any other provision in this Order, SUPPLIER shall be liable for all costs relating to the removal and replacement of Counterfeit Parts, including without limitation IMS's costs of removing Counterfeit Part, of installing replacement parts and of any testing necessitated by the reinstallation of parts after a Counterfeit Part has been exchanged. The remedies contained in this paragraph are in addition to any remedies IMS may have at law, equity or under other provisions of this Order.
- (f) SUPPLIER shall include paragraphs (a) through (e) and this paragraph (f) of this clause or equivalent provisions in lower tier suppliers or subcontractors for the delivery of parts or components that will be included in or furnished as Products to IMS.

31) PARTS OBSOLESCENCE

During performance of this Order, SUPPLIER shall notify IMS of any planned obsolescence of the Products or any parts or components of such Products set out in this Order at least twelve (12) months prior to any such planned obsolescence.

32) CONFLICT MINERALS

- (a) All parts, components, and/or material that are made part of Products delivered under this Order cannot contain conflict minerals originating in the Democratic Republic of the Congo or the adjoining countries of Angola, Burundi, Central African Republic, the Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda, and Zambia ("Covered Countries"). Accordingly, SUPPLIER shall certify: whether the parts, components, and/or material that are part of the Products delivered under this Order contain conflict minerals – tantalum, tin, tungsten or gold; and, if such parts, components, and/or material contain conflict minerals:
 - (i) the relevant identification number(s) of the parts and/or material that contain conflict minerals and which conflict minerals are incorporated in each item;
 - (ii) that the conflict minerals did not originate in a Covered Country;
 - (iii) the supplier from which SUPPLIER obtained the conflict minerals; and
 - (iv) the smelter used to produce the conflict minerals.
- (b) SUPPLIER shall include this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Products to IMS.

33) OFFSET CREDIT/COOPERATION

All offset benefit credits resulting from this Order are the sole property of IMS to be applied to the offset program of its choice. SUPPLIER shall assist IMS in securing appropriate offset credits from the respective country government authorities.

34) RETENTION OF RECORDS

Unless a longer period is specified in this Order or by law or regulation, SUPPLIER shall retain all records related to this Order for four (4) years from the date of final payment received by SUPPLIER. Records related to this Order include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records. At no additional cost, SUPPLIER shall timely provide access to such records to IMS and to IMS's customer, including the US Government upon request.

35) TRAVEL COSTS

- (a) All travel incurred by SUPPLIER in the performance of this Order is included within the Order price and shall not be separately reimbursed by IMS unless such travel is expressly authorized in writing in advance by IMS.
- (b) When travel is authorized under this Order, SUPPLIER shall be reimbursed only for necessary, reasonable, and actual travel expenses for transportation, lodging, meals and incidental expenses only to the extent that they do not exceed the maximum per diem rate in effect at the time of travel, as set forth in the United States Federal Travel Regulations for the area of travel authorized under this Order. Air

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travel shall be reimbursed for coach class only. Lodging expenses are reimbursable only where incurred from establishments serving the general public.

- (c) SUPPLIER shall provide a detailed summary of all such costs by category of expense with each invoice. SUPPLIER shall provide a legible receipt for each claimed individual expense exceeding \$75.00.

36) PRECEDENCE

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

- (a) Written or typed provisions on the face of the Order (including any continuation sheets), as applicable
- (b) Contract Security Classification Specifications, if applicable
- (c) These General Terms and Conditions of Purchase
- (d) FAR/Defense FAR Supplement (DFARS) and Other Agency Supplemental Clauses, if applicable
- (e) Statement of Work, if applicable
- (f) Specifications/Drawings, if applicable,
- (g) Quality/Mission Assurance Requirements, if applicable
- (h) SUPPLIER Data Requirements List (SDRL)/Data Item Description (DID), if applicable
- (i) Other Referenced Documents

37) SEVERABILITY

If any provision of this Order or application thereof is found invalid, illegal or unenforceable by law, the remainder of this Order will remain valid, enforceable and in full force and effect.

38) SURVIVABILITY

All rights, obligations, and duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of this Order, including but not limited to warranties, indemnifications, intellectual property (including rights to and protection of intellectual property and proprietary information), and product support obligations shall survive the expiration or termination of this Order.

39) DEFINITIONS

The following terms shall have the meanings set forth below:

"IMS" means Intelligent Manufacturing Solutions, LLC acting through its companies or business units as identified on the face of this Order. If a subsidiary or affiliate of Intelligent Manufacturing Solutions, LLC is identified on the face of this Order, then "IMS" means that subsidiary or affiliate. For Order administration purposes, IMS's Purchasing Representative is either a Purchasing or Subcontracts representative authorized to administer and/or execute this Order.

"SUPPLIER" means the party identified on the face of this Order with whom IMS is contracting.