

GSC/T-70
NORTHROP GRUMMAN SYSTEMS CORPORATION
PURCHASE ORDER TERMS AND CONDITIONS
SOFTWARE LICENSE AGREEMENT

	Title and Clause Number	
Acceptance	2.	Non-Waiver 39.
Acceptance of Software	9.	Notice 66.
Anti-Corruption Compliance	42.	Notification Of Status Changes 18.
Assignment	21.	Other Support Services 19.
Anti-Trafficking In Persons	44.	Payment Schedule; Fees and Charges 6.
Complete Agreement	40.	Privacy, Confidentiality and Security 87.
		Product Vulnerabilities 97.
Compliance with Laws	28.	Prohibited Activities And Contacts 43.
Confidential Terms and Conditions	23.	Reporting – IT Software 86.
Confidentiality of Licensor's Information	84.	Response to Audit 80.
Data Breach Notification	88.	Severability 79.
Data Control	89.	Software Chain of Custody 85.
Definition	1.	Software Maintenance 5.
Disputes and Liabilities	13.	Supplier Standards of Business Conduct 65.
Divestiture	81.	Subcontracting 22.
Export and Import	32.	Taxes 20.
Governing Law	29.	Termination 14.
Indemnification	25.	Transfers, Provisions and Right to Use Software 4.
Information of Buyer and Seller	83.	Validation of Software Performance 7.
Mergers and Acquisitions	82.	Warranties 10.

1. DEFINITIONS.

- A. BUYER, LICENSEE or LESSEE means the entity name listed on the Purchase Order/Subcontract.
- B. SELLER, LICENSOR, or LESSOR means the party with whom Buyer is contracting.
- C. PARTY/PARTIES mean Buyer and Seller collectively.
- D. PURCHASE ORDER means the name and/or title of the instrument of contracting, including all documents, exhibits and attachments referenced therein.
- E. PERSONNEL, for the purposes of the Privacy, Confidentiality and Security clause of this contract, means employees, agents, consultants or contractors of Seller or Northrop Grumman, as applicable
- F. PERSONAL INFORMATION, is any information relating to an identified or identifiable natural person (such as name, postal address, email address, telephone number, date of birth, Social Security number (or its equivalent), driver's license number, account number, credit or debit card number, personal identification number, health or medical information, or any other unique identifier or one or more factors specific to the individual's physical, physiological, mental, economic or social identity), whether such data is in individual or aggregate form and regardless of the media in which it is contained, that may be (i) disclosed at any time to Supplier or its Personnel by Northrop Grumman or its Personnel in anticipation of, in

connection with or incidental to the performance of services for or on behalf of Northrop Grumman; (ii) Processed at any time by Supplier or its Personnel in connection with or incidental to the performance of services for or on behalf of Northrop Grumman; or (iii) derived by Supplier or its Personnel from the information described in (i) or (ii) above.

- G. PROCESS or PROCESSING means any operation or set of operations performed upon Personal Information, whether or not by automatic means, such as creating, collecting, procuring, obtaining, accessing, recording, organizing, storing, adapting, altering, retrieving, consulting, using, disclosing or destroying the data.

2. ACCEPTANCE.

- A. The issuance of a Purchase Order and the execution of Seller's Software License and/or Lease Agreement as may be amended by Buyer constitute the Buyer's offer. Acceptance is expressly limited to the terms and conditions of the Purchase Order and as stated in Seller's Software License/Lease Agreement to the extent that such terms and conditions are consistent with and do not in any way conflict with the terms and conditions as stated herein. In the event of any inconsistencies between the terms and conditions of the Purchase Order and the Software License/Lease Agreement the terms and conditions of the Purchase Order shall prevail. The Purchase Order, Software License and/or Lease Agreement shall sometimes hereinafter be referred to collectively as the "Agreement". The Buyer hereby objects to any and all additional or

- different terms and conditions in the Seller's acceptance.
- B. The Purchase Order is accepted as written by executing the Acknowledgment or Acceptance copy of the Purchase Order, and/or by beginning performance.
- C. No modification of the Agreement (including any additional terms and conditions or different terms and conditions contained in the Seller's acceptance) shall be binding upon either Party unless and until agreed to in writing signed by the appropriate duly authorized representatives of the Parties.
- 3. RESERVED**
- 4. TRANSFERS, PROVISIONS AND RIGHT-TO-USE SOFTWARE.**
- A. Licensee shall have the unrestricted right to transfer the Software License(s) to its parent and/or any subsidiary of Licensee upon written notification to Licensor of such transfer without payment of additional costs or fees provided that the total number of Software Licenses purchased or leased by Licensee is not exceeded. In the event that Licensee Software License usage exceeds the total number of Software License(s) purchased or leased the Licensor and Licensee hereby agree to enter into good faith negotiations for the purchase and/or lease of the additionally required Software License(s) or Licensee shall comply with the previously established Software License(s) usage limits. Licensee shall have the right to reproduce the Software and Documentation described in the Purchase Order as reasonably required for its internal use, disaster recovery, or archival purposes, provided that all copies shall include Licensor's copyright and any other proprietary notices and be subject to the restrictions of this Agreement and any exceptions to this provision as mutually agreed by the Parties in writing.
- B. Licensee as part of a prime contract with a non-entity (Government or Commercial), may use the Licensed Software in support of that prime contract. The terms and conditions of the Purchase Order shall not change or otherwise be affected by the use of the Software in this manner, provided that at no time shall Licensee attempt to or allow the Software to be transferred in whole or in part to any non-Buyer entity. Any access to or use of the Software by any non-Buyer entity representatives shall be for the sole and express purpose of accomplishing Buyer's prime contract obligations. Licensee expressly confirms that it shall not use the Licensed Software in the operation of a service bureau.
- C. Licensor shall ensure that unless otherwise specifically specified in the Purchase Order that the Software License(s) purchased and/or leased hereunder shall be the latest production version of the Software which shall include the most recent attachments, definitions, improvements, enhancements, additions and/or modifications to the Software.

5. SOFTWARE MAINTENANCE.

This Agreement does not include any current or future maintenance provisions with Licensor. If the Parties agree to enter into a separate contractual maintenance agreement any current or future maintenance Agreement(s) which is terminated for any reason, shall not affect the continuation of the Agreement and/or the incorporated Software License and/or Lease Agreement(s).

6. PAYMENT SCHEDULE; FEES AND CHARGES.

- A. Upon Software delivery, installation, and successful validation of performance including any other agreed to obligations of Licensor for which performance is then due and receipt of a properly executed and accurate invoice, Licensee shall pay the fees and charges as specified in the Purchase Order to Licensor within forty- five (45) days. If for whatever reason after receipt of a properly executed invoice Licensee fails to make payment or formally dispute the invoice Licensor may at its option request interest be accrued in an amount not to exceed the maximum amount allowed by law.

B. Unless otherwise specified in the Purchase Order, Buyer's Invoice Instructions are incorporated herein and available on Buyer's On-line Automated Supplier Information System (OASIS): <http://www.northropgrumman.com/suppliers/OASISDocuments/InvoiceInstructions.pdf>

7. VALIDATION OF SOFTWARE PERFORMANCE.

Unless otherwise agreed to by the Parties in advance, the Licensee shall install or cause to be installed the Licensed product(s) within fifteen (15) days of receipt. Once the Licensed Product(s) is installed, Licensee shall have the opportunity to validate the Licensed Product(s) performance to determine whether it functions substantially in accordance with the applicable documentation. Licensee shall validate the Licensed Product(s) performance pursuant to the procedures, criteria and descriptions set forth in Licensor's documentation and shall complete such tests as quickly as practical within no more than thirty (30) days after installation. Such validation shall be conducted on Licensee's site and equipment in order to determine whether the Software can be effectively utilized in Licensee's operating business environment. Licensee will provide a written "listing" identifying in reasonable detail, all known defects discovered during performance validation to Licensor. Within ten (10) days of receipt of such "listing" Licensor shall correct the items on the "listing" and/or shall commence corrective action(s) reasonably acceptable to Licensee and shall proceed with due diligence to correct the defects. All defect corrections shall be subject to re-validation. If Licensor fails to make the corrections or initiate corrections as set forth above such failure shall be deemed a material breach of this Agreement.

8. RESERVED

9. ACCEPTANCE OF SOFTWARE.

The Licensed Product(s) shall be accepted as conforming to the requirements of the Purchase Order (including the Software License and/or Lease Agreement) only upon successful completion of the validation process. If the Licensor fails within thirty (30) calendar days to correct the defects contained in the

“listing”, Licensee may; (a) issue a “partial acceptance” of the Licensed Product(s), after Licensor and Licensee enter into good faith negotiations to determine the equitable adjustment in the price to account for such deficiency; (b) conditionally accept the Licensed Product(s) for a specified period of time while reserving its right to revoke acceptance if timely correction(s)/ modification(s) are not forthcoming during the agreed to time period, or (c) pursue whatever other remedies are available under this Agreement. In all cases, in which corrections and/or modifications are required to correct deficiencies discovered during validation of the Licensed Product(s) the date upon which such Licensed Product(s) are re-validated shall for all intents and purposes be the “Acceptance Date.”

10. WARRANTIES.

- A. Licensor warrants that all Licensed products, including Licensor provided updates, are free of Viruses or any other programmed device that could impair the Licensee’s use of the Software or the equipment on which the Software resides.
- B. Unless expressly agreed to in writing between the Parties and incorporated into this Agreement, Licensor warrants that all Licensed Products(s) developed and/or otherwise provided by Licensor to Licensee shall (1) contain no hidden files, (2) not replicate, transmit, or activate itself without control of a person operating computing equipment on which it resides, (3) not alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides, (4) contains on key, node lock, time-out, or other function, whether implemented by electronic, mechanical or other means, which restricts or may restricts use or access to any program(s) or data developed and/or otherwise provided by Licensor to Licensee under this Agreement. Notwithstanding anything in the Agreement to the contrary, if Licensor provides any Licensed Product(s) to Licensee which contains any of the above mentioned condition(s) and such condition(s) were not disclosed and agreed to in writing by the Parties Licensor shall be deemed in default of this Agreement, and no cure period shall apply. In addition to any other remedies available to it under this Agreement, Licensee reserves the right to pursue any civil and/or criminal penalties available to it against the Licensor without limitation.
- C. The media on which the Licensed Software is provided shall be free of defects in material and workmanship.
- D. The Licensed product(s) shall possess all material functions and features contemplated by the supporting documentation.
- E. The Licensed product(s) shall substantially perform in accordance with the user manuals and the documentation.
- F. The Licensed product(s) shall be compatible with the operating system, application programs, computing equipment and networks contemplated by the documentation.

- G. Licensor hereby agrees to pass through or assign to Licensee any third party’s warranty which Licensor receives in connection with any product(s) provided to Licensee.
- H. Licensor warrants there are no actions, suits or proceedings pending or threatened, which will have a material adverse effect on Licensor’s ability to fulfill its obligations under this Agreement. Licensor further warrants it will immediately notify Licensee if during the term of this Agreement, Licensor becomes aware of any action, suit, or proceeding pending or threatened, which will have a material adverse effect of Licensor’s ability to fulfill its obligations under this Agreement.
- I. Licensor warrants that it has the full right, title, and interest in the subject Software and/or is authorized to license the subject Software.

Except as set forth above and as otherwise mutually agreed to by the Parties in writing all other warranties express or implied, are disclaimed, including without limitation, any implied warranty of merchantability or fitness for a particular purpose except to the extent that any warranties implied by law cannot be validly waived

11. - 12. RESERVED

13. DISPUTES AND LIABILITIES.

- A. In addition to the other remedies provided for hereunder and except as expressly limited herein, both Parties to this Agreement shall have the full benefit of all applicable remedies generally available to a Licensor/ Licensee of products under the Uniform Commercial Code.
- B. In the event of any disputes between the Parties associated with this Agreement, the Parties hereby agree to work toward resolution and negotiate in good faith for a period of not less than thirty (30) days. The Parties shall both assign individuals whose responsibility it shall be to review and interpret the events and circumstances of the dispute and to resolve and/or propose to the Parties’ Senior Management a viable mutually acceptable resolution. If at any time during the resolution process the assigned individuals determine for whatever reason that the dispute cannot be resolved at the assigned level the Parties agree to escalate the dispute to ascending levels of management up to and including the Vice President of the respective organizations. If after thirty (30) days resolution has not been achieved the Parties may exercise any and all courses of resolution prescribed herein, unless the Parties otherwise mutually agree to extend the negotiation/resolution period.
- C. Neither Party to this Agreement shall be liable for any claim arising out of this Agreement in an amount exceeding the total contract price with the exception of the damages and costs described in Section 10 (“Indemnification”) and Section 17 (“Warranties”). In no other event shall either Party be liable hereunder for any indirect, incidental or consequential damages (including lost business profit) sustained by the other Party or any other individual or entity for any matter arising out of or pertaining to the subject matter of this Agreement.

- D. The Parties hereby expressly acknowledge that the foregoing limitations were fully considered by each Party to this Agreement and appropriately reflects a fair allocation of risks.
- E. No action arising under or related to this Agreement may be brought by one Party against the other more than two (2) years after the cause of the cause of the action arose.
- F. The Parties agree that this Agreement is the result of negotiations between the Parties and that no term or provision shall be construed against a Party merely because the term or provision is contained in a document drafted, prepared, written or pre-printed by that Party.

14. TERMINATION.

- A. This Agreement and the License(s) granted hereunder shall terminate upon the earliest to occur of the following: (i) thirty (30) days after Licensee gives Licenser written notice of Licensee's desire to terminate this Agreement, for any reason, subject to payment of all License fees then due and owing; (ii) thirty (30) days after Licenser gives Licensee notice of Licensee's breach of any material provision of this Agreement, (iii) immediately if either Party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors or (iv) expiration of the term of this Agreement.
- B. Within thirty (30) days of any termination Licensee shall either return to Licenser at Licensee's expense, delete and/or destroy all Licensed product(s) and any proprietary documentation related thereto except that Licensee may retain an archival copy. If requested, Licensee shall provide written certification that all Licensed product(s) and/or proprietary documentation has been returned, deleted and/or destroyed with the exception of the copy which is retained for archival purposes.

18. NOTIFICATION OF STATUS CHANGES

- A. By accepting this Order, Seller certifies that most recent representations and certifications provided by Seller continue to remain valid and unchanged. If Seller's status under any of the applicable representations and certifications has changed, Seller must complete and submit to Buyer revised representations and certifications prior to taking any action indicating acceptance as stated on the face of the Order.
- B. Sellers that provided anti-corruption compliance due diligence information (e.g., related to its ownership and personnel, subsidiaries and third parties, the due diligence questionnaire, and related certifications) to a Buyer representative or through the Global Trust website shall provide Buyer with prompt notification and details of any changes to its owners, officers, directors or other information contained in such due diligence materials, and agrees to promptly cooperate with Buyer and provide additional information reasonably requested related to such changed information. In the event of a material change to the owners, offices, directors or other information contained in

the due diligence material supplied to Buyer, Buyer reserves the right to suspend performance under this agreement by providing written notice to Seller in order for Buyer to conduct anti-corruption due diligence upon such changed circumstances.

19. OTHER SUPPORT SERVICES.

Support or maintenance of the Licensed Product(s) beyond any warranty coverage described in Section 17 ("Warranties") if any, shall be provided under a separate contractual agreement.

20. TAXES.

All pricing provided hereunder shall include all applicable Federal, State and Local taxes as may be assessed against Licenser except those sales and/or use taxes required by law to be paid by Licensee.

21. ASSIGNMENT.

Neither the Licenser or Licensee shall assign its rights or obligations under this Agreement without the expressed prior written consent of the other Party. Such consent shall not be unreasonably withheld. Any permitted assignment of this Agreement shall provide that the provisions of this Agreement shall continue in full force and effect and that the assigning Party shall guaranty the performance of its assignee and shall remain liable for all obligations hereunder.

22. SUBCONTRACTING.

- A. Seller shall not subcontract without the prior written authorization of Buyer for the performance of any service to be provided hereunder, and Seller shall require a like agreement from any immediate and lower-tier suppliers. This is not a restriction on authorized distributors, dealers, jobbers or industrial suppliers.
- B. No subcontract placed under this Order shall provide for payment on a cost-plus-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontract shall not exceed the fee limitations in subsection 15.404-4(c) of the Federal Acquisition Regulation (FAR)
- C. Any subcontract awarded to a foreign person, as defined in the International Traffic in Arms Regulations or the Export Administration Regulations, must comply with the Export and Import Compliance clause herein.

23. CONFIDENTIAL TERMS AND CONDITIONS.

Neither Party shall disclose the terms and conditions of this Agreement to any third-parties, nor shall either Party use the name of the other party in publicity, advertising, or similar activity, without the prior written consent of the other.

24. RESERVED

25. INDEMNIFICATION.

- A. Licenser warrants that the Software does not infringe upon or violate any patent, copyright or trade secret. Licenser shall defend and hold harmless, at its expense any action or demand brought against Licensee to the extent that it is based on a claim that the Software infringes a patent, copyright or trade secret and will pay any and all costs and damages incurred by the Licensee, including reasonable attorney fees which are attributable to such claim, provided that Licensee notifies Licenser promptly in writing of the claim and allows Licenser to fully control the defense and

any settlement of such claim. Provided that such settlement does not require Licensee to pay any monetary or other type of compensation of any kind to the Licensor, claimant, or any other party. Licensee hereby agrees to reasonably participate in the defense of such claim if reasonably necessary and requested to do so by the Licensor, subject to Licensor paying all of Licensee's reasonable expenses associated with such participation. Licensee may appear through counsel at its own expense. Should the Software become, or if in Licensor's opinion is likely to become, the subject of any claim of infringement, Licensor may procure for the Licensee the right to continue using the Software, replace or modify the Software to make it non-infringing at no additional cost to Licensee. If neither of the aforementioned alternatives can be reasonably and/or timely accomplished Licensor and Licensee shall enter into good faith negotiations to derive the equitable adjustment to be provided to Licensee.

- B. Licensor shall not be liable for any claim of infringement based upon (i) use of other than the latest unmodified release of the Software made available to Licensee by Licensor if such infringement would have been avoided by the use of such release of the Software, or (ii) use or combinations of the Software with non-Licensor, programs or data if such infringements would not have occurred without such use or combinations.

26 - 27. RESERVED.

28. COMPLIANCE WITH LAWS.

Seller warrants that it shall comply with all applicable federal, state, or local laws, rules, and regulations in the performance of this Agreement. Seller shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin and warrants compliance with Section 508 of the Rehabilitation Act. Where applicable, the Supplier agrees to provide products and services which are Section 508 compliant and agrees to provide a Voluntary Product Accessibility Template® (VPAT®) to Customer Representatives, if requested.

29. GOVERNING LAW.

This Agreement shall be governed by and construed under the laws of the state from which this Purchase Order was issued, without reference to its conflicts of law principles. Unless otherwise agreed to in writing by the Parties, venue and jurisdiction for all legal proceedings of any kind or nature brought to enforce any provisions of this Purchase Order shall lie within the state from which this Purchase Order was issued. The Parties hereby waive any right to a trial by jury.

30.-31. RESERVED

32. EXPORT AND IMPORT COMPLIANCE.

This provision may not be modified or amended by any addendum, exhibit, attachment, or any other agreement without prior written approval from Northrop Grumman Law Department (Export/Import).

A. Export Compliance.

General. Performance of this Order may involve the use of or access to articles, technical data or software that is subject to export controls under 22 United States Code

2751 – 2799 (Arms Export Control Act) and 22 Code of Federal Regulations 120-130 (International Traffic in Arms Regulations or "ITAR") or 50 United States Code 2401-2420 (Export Administration Act of 1979, as amended), 50 United States Code 1701-1706, (International Emergency Economic Powers Act, as amended), and 15 Code of Federal Regulations 768 – 799 (Export Administration Regulations) and their successor and supplemental laws and regulations (collectively hereinafter referred to as the "Export Laws and Regulations"). Seller represents and warrants that it is either 1) a U.S. Person as that term is defined in the Export Laws and Regulations, or 2) a Foreign Person as that term is defined in the Export Laws and Regulations and has disclosed to Buyer's Representative in writing the country in which it is incorporated/authorized/ organized to do business, and all nationalities of any dual or third-country national employees who will require access to the data, articles or services provided hereunder. Seller shall comply with any and all Export Laws and Regulations, and any license(s) issued there under.

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

2. Foreign Persons. Seller shall not re-transfer any export-controlled information (e.g. technical data or software) to any other non- US person or entity (including the Seller's dual and/or third-country national employees) without first complying with all the requirements of the applicable Export Laws and Regulations. Prior to any proposed re- transfer, Seller shall first obtain the written consent of the Buyer. No consent granted by Buyer in response to Seller's request shall relieve Seller of its obligations to comply with the provisions of paragraph A. of this Clause or the Export Laws and Regulations, nor shall any such consent constitute a waiver of the requirements of paragraph A. hereinabove, nor constitute consent for Seller to violate any provision of the Export Laws and Regulations.

B. Political Contributions, Fees and Commissions.

If this Purchase Order is valued in an amount of \$500,000 or more, then in performance of this Purchase Order, Seller shall not directly or indirectly pay, offer or agree to pay any political contributions or any fees or commissions.

For purposes of this section and pursuant to 22 CFR 130.6, political contribution means any loan, gift, donation or other payment of \$1,000 or more made, or offered or agreed to be made, directly or indirectly, whether in cash or in kind, which is:

- 1) To or for the benefit of, or at the direction of, any non-U.S. candidate, committee, political party, political faction, or government or governmental subdivision,

or any individual elected, appointed or otherwise designated as an employee or officer thereof; and

- 2) For the solicitation or promotion or otherwise to secure the conclusion of a sale of defense articles or defense services to or for the use of the armed forces of a non-U.S. country or international organization. Taxes, customs duties, license fees, and other charges required to be paid by applicable law or regulation are not regarded as political contributions.

For purposes of this section and pursuant to 22 CFR 130.5, fee or commission means any loan, gift, donation or other payment of \$1,000 or more made, or offered or agreed to be made directly or indirectly, whether in cash or in kind, and whether or not pursuant to a written contract, which is:

- (1) To or at the direction of any person, irrespective of nationality, whether or not employed by or affiliated with the Seller; and
- (2) For the solicitation or promotion or otherwise to secure the conclusion of a sale of defense articles or defense services to or for the use of the armed forces of a non-U.S. country or international organization.

C. Import Compliance.

Both parties shall comply with all U.S. Customs laws and regulations (e.g., 19 CFR) and all other applicable U.S. government regulations pertaining to importations of goods and materials into the United States.

For International Purchase Orders (Purchase orders issued to entities addressed in foreign countries): Specifically, without excluding other regulations, Seller shall comply with and adhere to the commercial invoice requirements detailed in 19 CFR 141 subpart F of the regulations, and provide additional information as requested by the Buyer. Seller shall immediately upon discovery, notify Buyer of any change to the shipment data related to product valuation, quantities shipped, country of origin, port of export and any additional information directed by the Buyer. Seller will timely provide pre-alert shipping information and documentation prior to shipment arrival to the U.S. Buyer will direct Seller where to send pre-alert shipping information and documentation. Pre-alert shipping documentation includes, but is not limited to, a commercial invoice, airway bill, bill of lading, and other required documentation as directed by U.S. regulations and Buyer.

For Domestic Purchase Orders (Purchase orders issued to entities addressed in the United States): Seller shall assume all U.S. import responsibilities, to include designation as U.S. Importer of Record, Customs clearance, duty, taxes, and fees for goods entering into the United States. Unless otherwise agreed in writing, NGC will not assume any import liabilities for goods procured through a domestic purchase order.

D. Indemnification.

Seller shall indemnify and save harmless Buyer from and against any and all damages, liabilities, penalties, fines, costs, and expenses, including

attorney's fees, arising out of claims, suit, allegations or charges of Seller's failure to comply with the provisions of this Clause and breach of the warranty set forth in paragraph A or C. Any failure of Seller to comply with the requirements or any breach of the warranty contained in this Clause shall be a material breach of this Order.

E. Subcontracts.

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

F. Notification.

Seller agrees to provide prompt notification to Buyer in the event of changes in circumstances such as ineligibility to contract with US Government, debarment, assignment of consent agreement, and initiation or existence of a US Government investigation, that could affect Seller's performance under this contract. Seller further agrees to provide prompt notification to Buyer should any offer, agreement or payment of political contributions, fees or commissions (as defined herein and pursuant to this Order) be made in contravention of the prohibition in Section B.

36. - 38. RESERVED

39. NONWAIVER.

A Party's failure at any time to enforce any provision of any Order shall not constitute a waiver of the provision or prejudice a Party's right to enforce that provision at any subsequent time.

40. COMPLETE AGREEMENT.

This Agreement, which shall include the Purchase Order and all appendices or other attachments referenced herein (which may include Seller's Software License/ Lease Agreement if so referenced), constitutes the entire Agreement between Buyer and Seller and supersedes all prior oral and written agreements and/or proposals between the Parties relating to this subject.

41. RESERVED

42. ANTI-CORRUPTION COMPLIANCE

Seller represents, warrants and covenants that:

A. It has not and will not, directly or indirectly, pay, promise, offer, or authorize the payment of any money or anything of value to:

1. an officer, employee, agent or representative of any government, including any department, agency, or instrumentality thereof or any person acting in an official capacity thereof;
2. a candidate for political office, any political party or any official of a political party; or
3. any other person or entity while knowing or having reason to know that all or any portion of such payment or thing of value will be offered, given or promised, directly or indirectly, to any person or entity for the purpose of assisting Buyer in obtaining or retaining business, or an improper business advantage.

Without limiting the generality of the foregoing, Seller shall not directly or indirectly, pay, promise, offer, or authorize the payment of any facilitating payment intended to expedite or secure performance of a routine governmental action, such as, customs clearance on behalf of Buyer.

B. No gift, travel expenses, business courtesies, hospitalities or entertainment of any nature has been or will be accepted or made in connection with this agreement where the intent of was, or is, to unlawfully influence the recipient of the gift, travel expense, business courtesy, hospitality or entertainment. Seller also represents that any gifts, travel expenses, business courtesies, hospitalities or entertainment offered or provided shall meet the following conditions:

1. be permitted under the U.S. FCPA and the laws and regulations of the country in which this agreement will be performed;
2. be consistent with applicable social and ethical standards and accepted business practices;
3. be of such limited value as not to be deemed a bribe, payoff or any other form of improper inducement or payment; and
4. be of such nature that its disclosure will not cause embarrassment for the Buyer.

C. Breach of any of the foregoing provisions of parts A and B of this clause by Seller shall be considered an irreparable material breach of this agreement and shall entitle the Buyer to terminate this agreement immediately without compensation to Seller.

43. PROHIBITED ACTIVITIES AND CONTACTS

- A. Activity Prohibitions For Sellers delivering goods or performing services outside of the United States, unless specifically authorized in writing by Buyer, Seller shall not engage in any of the following activities on behalf of the Buyer under this agreement: acting as an agent of the Buyer; marketing or sales promotion; lobbying; freight forwarding; consulting services; performing offset (industrial participation) consulting or brokering services; acting as a distributor or reseller; or activity as a joint venture party.
- B. Contact Prohibitions For Sellers delivering goods or performing outside of the United States, unless specifically authorized in writing by Buyer, Seller shall not contact, either directly or indirectly, public officials of any country other than the United States, United Kingdom, Canada, Australia, Germany, France, or Italy in furtherance of its performance on behalf of Buyer under this agreement.

44. ANTI-TRAFFICKING IN PERSONS

- A. Buyer prohibits its employees, agents, subcontractors, and contract labor from engaging in activities that support or promote trafficking in persons, including, but not limited to, any of the following:
- 1) Trafficking in persons, including, but not limited to the following:
 - a. sex trafficking, or
 - b. the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, debt bondage, or slavery.
 - 2) The procurement of a commercial sex act.
 - 3) The use of forced labor in the performance of company business.
 - 4) The use of misleading or fraudulent recruitment activities
 - 5) Charging employees recruitment fees
 - 6) Failing to pay for the return transportation at the end of employment for an employee who is not a national of the country in which the work is taking place and

who was brought into that country for the purpose of working.

- 7) Providing or arranging housing that fails to meet the host country housing and safety standards.
 - 8) If required, failing to provide an employment contract, recruitment agreement, or similar work document in writing, in the individual's native language and prior to the individual departing from his or her country of origin.
- B. Seller represents and warrants that it shall abide by and comply with the requirements of this clause. Further, Seller shall require its employees, agents, contract labor and subcontractors performing in connection with this Order to abide by and comply with the requirements of this clause.
- C. Buyer or its authorized representatives may, at any time, audit all pertinent books, records, work sites, offices, and documentation of Seller in order to verify compliance with this clause. Seller will, in all of its lower-tier subcontracts and contracts relating to any Buyer Order, include provisions which secure for Buyer all of the rights and protections provided for within this clause, including this audit paragraph.
- D. Seller acknowledges that if Seller or any of its employees, agents, or contract labor engages in any of the prohibited activities in this clause, this Order is subject to termination.
- E. Whenever Seller has knowledge, whether substantiated or not, that any actual or suspected violation of this clause has occurred, Seller shall immediately give written notice to Buyer and provide all relevant information including, but not limited to, the nature of the actual or suspected violation. Written notice shall be provided to the Buyer's Authorized Representative, as described in the Order.
- F. Seller shall provide its full cooperation during any subsequent investigation of the actual or suspected violation by Buyer, Buyer's representative, or cognizant government agency. Seller's cooperation shall include, but not be limited to, permitting inspection of its work sites, offices, and documentation, as necessary to support any investigation.
- G. Seller shall, at its own expense, defend, indemnify and hold harmless Buyer and its affiliates, and all of their officers, agents, employees, successors and assigns, against any claims, loss, damage or expense, regardless of how arising and even if unforeseeable, including, without limitation, payment of direct, special, incidental and consequential damages and attorney's fees, arising out of, or relating to, Seller's or Seller's employees, agents, subcontractors or contract labor's failure to comply with the requirements of this clause.
- H. Seller agrees to insert the substance of this clause, including this sentence, in any lower-tier subcontract or labor contract

45 –64. RESERVED

65. SUPPLIER STANDARDS OF BUSINESS CONDUCT

Seller shall comply with the Northrop Grumman Supplier Standards of Business Conduct (available at <http://www.northropgrumman.com/suppliers/OASISDocuments/NGSupplierStandardsOfBusinessConduct.pdf>) (the "Northrop Grumman Supplier Code"). Seller represents and warrants that it has not participated, and will not participate, in any conduct that violates the Supplier Code of Conduct. Seller shall notify Buyer if at any time Seller becomes aware of any actual or suspected violation of the Supplier Code of Conduct. If Buyer determines that Seller is in violation of the Supplier Code of Conduct, Buyer may cancel this Order upon written notice to Seller and Buyer

shall have no further obligation to Seller

66. NOTICE.

Any notice or other communication hereunder required or that may be given pursuant to this Agreement shall be deemed received three (3) days after transmittal provided the correspondence is appropriately addressed, using registered mail, return receipt requested, or any of the express mail services.

67. -78. RESERVED

79. SEVERABILITY.

Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other part or provision of this Agreement, provided that the basic purpose of this Agreement can still be achieved.

80. RESPONSE TO AUDIT.

Buyer shall not be prohibited from providing copies of the Agreement, including any purchase order or any other document incorporated into the Agreement, to federal, state or other regulatory agencies as requested by either Buyer's or government auditors to comply with auditing procedures.

81. DIVESTITURES - IT PRODUCTS & SERVICES.

- A. Upon Buyer's divestiture of any affiliate, division, business unit, line of business or sector ("divested entity"), Buyer may assign in whole or in part the software and/or maintenance services that are the subject of this order to that divested entity. Upon execution of an assignment, Buyer shall have no further rights or obligations with respect to the assigned licenses and/or services (with the exception of any unpaid license and/or maintenance service fees which remain due on the effective date of such assignment) and the divested entity shall become the "customer" of record for those assigned licenses and/or services. Any such assignment or other transfer of licenses to the software and/or maintenance services made to a third party will be subject to the prior written consent of Seller/licensor which consent will not be unreasonably withheld or delayed.
- B. Divested entities will have the right, for a period of twelve (12) months post-divestiture, to continue to purchase the software products and/or maintenance services covered under this order, or Buyer may purchase such licenses under this order on behalf of the divested entities. If a divested entity wishes to order from Seller directly, Seller reserves the right to require such divested entity to provide financial information sufficient to determine creditworthiness before accepting any orders.
- C. For software. In the event of a divestiture, Buyer shall be permitted to use the software products to provide managed services for the divested entity during a period of transition, provided that Buyer's use in such case is only for the divested entity. Once the transition period ceases, Buyer shall assign the licenses to the divested entity as provided in the "divestiture" provision in this purchase order.
- D. Buyer shall have the unrestricted right to transfer the software license(s) to its parent and/or any subsidiary or affiliate of Buyer upon written notification to Seller/licensor of such transfer without payment of additional costs or fees provided that the number of licenses transferred does not exceed the Buyer's total licensed count. In each such instance, Buyer shall inform Seller/licensor of the transfer, and shall provide details on the name and address of assignee, including which products (and how many licenses of each) are being transferred.

82. MERGERS AND ACQUISITIONS - IT PRODUCTS/SERVICES.

- A. If Buyer merges with or acquires entities that have existing licensed software, the merged, or acquired entity's licenses will terminate upon completion of the acquisition or merger and the merged/acquired entity's licenses will be combined with Buyer's existing licenses of the same license type under the terms of this purchase order, provided that Buyer and the merged/acquired entity are both current on maintenance and there are no outstanding receivables against either account. There shall be no transfer fee for combining the licenses, provided; however, that Buyer will true up the merged or acquired licenses to match Buyer's software configuration and license type(s). Maintenance will continue on the combined number of users. Buyer may, at its option, permit an acquired entity to continue to operate its existing software as a standalone operation, but subject to the terms of this purchase order at no additional cost other than continued maintenance fees.
- B. If Buyer merges with or acquires an entity or entities that have a need for Seller's products and services, Buyer and the acquired entity will be permitted to make purchases using this purchase order and price discounts in support of the acquired entity. If under any existing purchase order with an acquired entity or entities Seller currently provides or agrees to provide maintenance services, Buyer and Seller will negotiate a combined maintenance agreement sufficient to cover the combined companies so as to avoid any disruption in service.

83. INFORMATION OF BUYER AND SELLER

- A. Unless expressly stated otherwise herein, the exchange of information under this Order shall be governed by this Order and, in particular this Clause 83, which supersedes any prior agreement between Buyer and Seller to protect information relating to the purpose of this Order.
- B. "Proprietary Information" means information that is not generally known in the industry in which the company is engaged, in the possession, ownership or control of the Company or its employees, or contractors as well as all Data or other information exchanged under this Order in written or other permanent form that is identified in writing at the time of disclosure as proprietary and marked with an appropriate legend, marking or stamp identifying the Data as proprietary to the Party disclosing the information, and includes any information marked with a restrictive legend as prescribed in the DFARS 252.227-7013 or 252.227-7014 or in the FAR 52.227-14. Proprietary Information shall also include information originally disclosed in some other form (e.g., orally or visually) to the extent that the disclosing Party:
 - 1. Identifies the information as proprietary at the time of original disclosure;
 - 2. Summarizes the Proprietary Information in writing;
 - 3. Marks the writing clearly and conspicuously with an appropriate proprietary legend; and,
 - 4. Delivers the writing to the receiving Party within thirty (30) days of the original disclosure.
- C. "Confidential Information" includes, but is not

- limited to, information related to trade secrets, programs, business plans, inventions (whether patentable, patented or not), processes, formulas, existing or contemplated products, technical data, services, technology, concepts, computer programs, plans, studies, techniques, designs, specifications, patterns, contracts, presentations, and business information, and including information related to any research, development, manufacture, purchasing, engineering, know-how, sales or marketing methods, competitive analyses, methods of doing business, customer lists, or customer usages or requirements.
- D. "Safeguarding" means measures or controls that are prescribed to protect information systems.
 - E. Seller shall make no use, either directly or indirectly, of any of Buyer's Proprietary Information or any information derived therefrom, except in performing this Order, without obtaining Buyer's written consent and shall return Buyer's Proprietary Information upon Buyer's request. The foregoing limitation on disclosure and use shall not apply to Data or information which (i) was in the rightful possession of the receiving Party without restriction, prior to the first receipt from the disclosing Party; or (ii) now or hereafter, through no act or failure to act on the part of the receiving Party, becomes generally known and available to the public without restriction; or (iii) is hereafter disclosed and made available to a receiving Party without restriction by others having the right to make such disclosure.
 - D. Seller agrees that all information heretofore or hereafter furnished or disclosed to Buyer by Seller in connection with the placing or performance of this Order is furnished or disclosed as a part of the consideration for this Order; that such information is not, unless otherwise agreed to by Buyer in writing, to be treated as confidential or proprietary; and that Seller shall assert no claims (other than for patent infringement) by reason of the use or disclosure of such information by Buyer, its assigns, or its customers and Seller shall not place any restrictive markings on such information. Any agreement purporting to provide for the confidential treatment of, or limiting the use of or disclosure of, Seller information so furnished or disclosed, must be in writing and signed by Buyer.
 - E. Seller further hereby grants to Buyer a non-exclusive, irrevocable, worldwide, right and license to copy, modify, use and disclose to the U.S.G. or any higher tier contractor, any information received from Seller, including Seller Proprietary Information, for the performance of this Order and any higher tier contract from which this Order is issued.
 - F. All documents and other tangible media (excluding Products) transferred in connection with this Order, together with any copies thereof, are and remain the property of Buyer.
 - G. Neither the existence of this Order nor the disclosure hereunder of Proprietary Information or any other information shall be construed as granting expressly, by implication, by estoppel or otherwise, a license under any invention or patent now or hereafter owned or controlled by Buyer or Buyer's customer, except as specifically set forth herein.
 - H. Seller's obligations with respect to information or Data disclosed hereunder prior to the performance in full, termination or cancellation of this Order shall not, except as expressly set forth herein, be affected by such performance in full, termination or cancellation.
 - I. Notwithstanding the foregoing, nothing in this clause is intended to affect the rights or exercise of rights, if any, obtained by the U.S. Government under the "Rights in Technical Data – Noncommercial Items" clause, DFARS 252.227- 7013, and "Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation" clause, DFARS 252.227-7014, or any similar or successor clauses, or other clauses that may be contained in any contracts or subcontracts between Buyer and Seller and any customer.
 - J. If Subcontractors performance involves the transmission, storage, processing or development of Proprietary Information, Confidential or Personal Information, over a network, the Subcontractor shall apply the following basic safeguarding requirements and procedures to protect covered subcontractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:
 1. Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
 2. Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
 3. Verify and control/limit connections to and use of external information systems.
 4. Control information posted or processed on publicly accessible information systems.
 5. Identify information system users, processes acting on behalf of users, or devices.
 6. Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
 7. Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
 8. Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
 9. Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
 10. Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

11. Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
12. Identify, report, and correct information and information system flaws in a timely manner.
13. Provide protection from malicious code at appropriate locations within organizational information systems.
14. Update malicious code protection mechanisms when new releases are available.
15. Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
16. This clause does not relieve the Subcontractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI).
17. The Subcontractor shall include the substance of this clause in all lower tier subcontracts under this subcontract in which the subcontractor may have Northrop Grumman Proprietary, Confidential or Personal Information in or transiting through its information system.

84. CONFIDENTIALITY OF LICENSOR'S INFORMATION.

- A. Licensee hereby agrees that it shall use its reasonable efforts to avoid disclosure of Licensor's proprietary/confidential information to any third party other than Licensee's consultants, agents and representatives having access to Licensee's proprietary data and a need to know. Licensor hereby agrees that all such proprietary/confidential information provided to Licensee shall be marked with a stamp or legend indicating its confidential/proprietary nature.
- B. For the purposes of this Agreement, the term "reasonable efforts" shall mean that Licensor's proprietary/confidential information shall be preserved, maintained, and managed in accordance with the same policies and procedures by which Licensee protects its own proprietary/confidential information. Licensee shall not be liable for the use or disclosure of any such proprietary/confidential information if such information is:
 - (1) In the public domain at the time it was disclosed.
 - (2) Known to the Party receiving it at the time of disclosure.
 - (3) Used or disclosed inadvertently provided the appropriate degree of care is exercised.
 - (4) Used or disclosed with prior written approval of the Licensor.
 - (5) Independently developed by the receiving Party.
 - (6) Becomes known to the receiving Party without similar restrictions from a source other than the disclosing Party having the

right to disclose.

85. SOFTWARE CHAIN OF CUSTODY.

Seller represents and warrants that it has policies and procedures in place to ensure that software code used to develop product(s) has been within seller's configuration management and control during the entire development process. Should buyer determine that seller has supplied product(s) that have failed or do not properly function (i.e. harmful/malicious code embedded into software) due to lapses in the chain of custody, buyer shall promptly notify seller and seller shall at its own expense immediately replace the defective product(s) with product(s) that conform to the software documentation specifications.

86. REPORTING - IT SOFTWARE.

For software. Upon request, seller will submit within 48 hours a copy of the testing procedures and test results used for the product(s) being procured.

87. PRIVACY, CONFIDENTIALITY AND SECURITY

A. Definitions

1. "Affiliate" means any person or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with Buyer.
2. "Controller" means any Person or organization that, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.
3. "Personal Information" means any information relating to an identified or identifiable Person, including, but not limited to name, postal address, email address or other online contact information (such as an online user ID), telephone number, date of birth, social security number (or its equivalent), driver's license number (or other government-issued identification number), account information (including financial account information), payment card data (primary account number, expiration date, service code, full magnetic stripe data or equivalent on a chip), personal identification number, access code, password, security questions and answers, security tokens used for authentication, birth or marriage certificate, health insurance or medical information, or any other unique identifier or one or more factors specific to the individual's physical, physiological, mental, economic or social identity, whether such data is in individual or aggregate form and regardless of the media in which it is contained, that may be (i) disclosed at any time to Seller or its Personnel by Buyer or its Personnel in anticipation of, in connection with or incidental to the performance of Services for or on behalf of Buyer; (ii) Processed at any time by Seller or its Personnel in connection with or incidental to the performance of Services for or on behalf of Buyer; or (iii) derived by Seller or its Personnel from the information described in (i) or (ii) above.
4. "Personnel" means employees, agents, consultants or contractors of Seller or Buyer, as applicable.
5. "Privacy Shield" means the European Union (EU) -U.S. and Switzerland – U.S. Privacy Shield frameworks.
6. "Processor" means any Person or Entity that Processes Personal Data on behalf of a Controller.
7. "Process" or "Processing" means any operation or set of operations performed upon Personal

Information, whether or not by automatic means, such as creating, collecting, procuring, obtaining, accessing, recording, organizing, storing, adapting, altering, retrieving, consulting, using, disclosing or destroying the data.

- B. Seller shall hold in strict confidence any and all Personal Information.
- C. Unless Buyer elsewhere in this agreement recognizes Seller to be a Controller, Buyer shall have the exclusive authority to determine the purposes for and means of Processing Personal Information.
- D. In Processing Personal Information, Seller shall comply with all applicable laws in effect and as they become effective relating in any way to the privacy, confidentiality or security of Personal Information.
- E. Seller shall Process Personal Information only on behalf and for the benefit of Buyer and only for the purposes of Processing Personal Information in connection with this Order, and will carry out its obligations pursuant to this Order and in accordance with Buyer's written instructions.
- F. Seller shall limit access to Personal Information to its Personnel who have a need to know the Personal Information as a condition to Seller's performance of Services for or on behalf of Buyer, and who have explicitly agreed in writing to comply with legally enforceable privacy, confidentiality and security obligations that are substantially similar to those required by this clause. Seller will exercise the necessary and appropriate supervision over its relevant Personnel to maintain appropriate privacy, confidentiality and security of Personal Information. Seller will ensure that Personnel with access to Personal Information are periodically trained regarding privacy and security and the limitations on Processing of Personal Information as provided in this Order.
- G. To the extent Seller Processes Personal Information received by Buyer from a Person or Entity in the EU or Switzerland, Seller shall (i) provide at least the same level of privacy protection for Personal Information by Buyer from the EU or Switzerland as is required by the Privacy Shield principles, (ii) promptly notify Buyer if at any time it determines that it can no longer meet its obligations to provide the same level of protection as is required by the Privacy Shield principles, and (iii) take reasonable and appropriate steps to stop and remediate, as directed by Buyer, the Processing of such Personal Information if at any time Buyer notifies Seller that Buyer has determined that Seller is not Processing the Personal Information in compliance with the Privacy Shield principles.
- H. Seller will not transfer Personal Information outside the U.S. to which it originally was delivered to Seller for Processing (or, if it was originally delivered to a location inside the EU, outside the EU) without the explicit written consent of Buyer. Supplier will enter into any further written agreements as are necessary (in Buyer's reasonable determination) to comply with privacy laws, including with respect to any cross-border Data transfer of Personal Information, whether to or from the Seller.
- I. Seller shall not share, transfer, disclose or otherwise provide access to any Personal Information to any third party, or contract any of its rights or obligations concerning Personal Information to a third party, unless Buyer has authorized Seller to do so in

writing, except as required by law. Where Seller, with the consent of Buyer, provides a third party access to Personal Information, or contracts such rights or obligations to a third party, Seller shall enter into a written agreement with each third party that imposes obligations on the third party that are substantially similar to those imposed on Seller under this clause. Seller shall retain only third parties that Seller reasonably can expect to be suitable and capable of performing their delegated obligations in accordance with this Order and Buyer's written instructions.

- J. To the extent Seller provides a third-party Processor access to Personal Information received by Buyer from a Person or Entity in the EU or Switzerland, Seller shall (i) transfer the Personal Information to the third-party Processor only for the limited and specified purposes instructed by Buyer, (ii) ascertain that the third-party Processor is obligated to provide at least the same level of privacy protection as is required by the Privacy Shield principles, (iii) take reasonable and appropriate steps to ensure that the third-party Processor effectively Processes the Personal Information transferred in a manner consistent with the Privacy Shield principles, (iv) require the third-party Processor to notify Seller if the third-party Processor determines that it can no longer meet its obligation to provide the same level of protection as is required by the Privacy Shield principles, and (v) upon notice, including under (iv), take reasonable and appropriate steps to stop and remediate unauthorized Processing.
- K. No applicable law, or legal requirement, privacy or information security enforcement action, investigation, litigation or claim, or any other circumstance, prohibits Seller from (i) fulfilling its obligations under this Order or (ii) , complying with instructions it receives from Buyer concerning Personal Information. In the event a privacy requirement, enforcement action, investigation, litigation, or claim, or any other circumstance, is reasonably likely to adversely affect Seller's ability to fulfill its obligations under this Order, Seller shall promptly notify Buyer in writing and Buyer may, in its sole discretion and without penalty of any kind to Buyer, suspend the transfer or disclosure of Personal Information to Seller or access to Personal Information by Seller, terminate any further Processing of Personal Information by Seller, and terminate this Order and any related order(s).
- L. Seller will immediately inform Buyer in writing of any requests with respect to Personal Information received from Buyer's customers, consumers, employees, or others. Seller will respond to such requests in accordance with Buyer's instructions. Seller will fully cooperate with Buyer if an individual requests access to his or her Personal Information for any reason.
- M. Subject to applicable law, in the event Seller is required by law or legal process to disclose Personal Information, Seller will give immediate written notice of the disclosure to Buyer, so that Buyer may, in its discretion, seek a protective order or otherwise block the disclosure. Buyer will have the right to defend such action in lieu of and on behalf of Seller. Seller will reasonably cooperate with Buyer in such defense at Buyer's reasonable cost.
- N. Seller shall develop, implement and maintain a comprehensive, written information security program that complies with all applicable laws. Seller's information security program will include appropriate administrative, technical, physical, organizational and operational measures designed to (i) ensure the

- security and confidentiality of Personal Information; (ii) protect against any anticipated threats or hazards to the security and integrity of Personal Information; and (iii) protect against accidental or unlawful destruction, loss or alteration, unauthorized disclosure or access, and any other unlawful forms of Processing (hereinafter "Information Security Incident").
- O. If the Processing involves the transmission of Personal Information over a network, Seller will implement appropriate measures to protect Personal Information against the specific risks presented by the Processing. Seller shall ensure a level of security appropriate to the risks associated with such transmission and the nature of the Personal Data Processed.
 - P. Seller shall immediately, but in no event later than twenty-four hours after Seller's discovery of the Information Security Incident, notify Buyer in writing of any Information Security Incident. Such notice will summarize in reasonable detail the effect on Buyer, if known, of the Information Security Incident and the corrective action taken or to be taken by Seller. Seller will promptly take all necessary and advisable corrective actions, and will cooperate fully with Buyer in all reasonable and lawful efforts to prevent, mitigate or rectify such Information Security Incident. The content of any filings, communications, notices, press releases or reports related to any Information Security Incident must be approved by Buyer prior to any publication or communication thereof.
 - Q. Upon the occurrence of an Information Security Incident involving Personal Information in the possession, custody or control of Seller or for which Seller is otherwise responsible, Seller shall reimburse Buyer on demand for all Notification Related Costs (defined below) incurred by Buyer arising out of or in connection with any such Information Security Incident. "Notification Related Costs" shall include Buyer's internal and external costs associated with investigating, addressing and responding to the Information Security Incident, including but not limited to: (i) preparation and mailing or other transmission of notifications or other communications to consumers, employees or others as Buyer deems reasonably appropriate; (ii) establishment of a call center or other communications procedures in response to such Information Security Incident (e.g., customer service FAQs, talking points and training); (iii) public relations and other similar crisis management services; (iv) legal, consulting and accounting fees and expenses associated with Buyer's investigation of and response to such event; and (v) costs for commercially reasonable credit reporting and monitoring services that are associated with legally required notifications or are advisable under the circumstances.
 - R. Buyer reserves the right to, annually or upon a cyber or privacy incident, review and inspect Seller's system and information security policies, practices, and procedures. With reasonable prior notice, Buyer or its authorized representatives reserve the right to inspect the system and any Buyer information or materials in Seller's possession, custody or control, relating in any way to Seller's obligations. An inspection shall not unreasonably interfere with the normal conduct of Seller's business and Seller shall cooperate fully with any such inspection initiated by Buyer. If Seller engages an independent third-party to conduct a security evaluation/certification of Seller's systems that host Personal Information during the term of this contract, it shall provide summary copies of any resulting reporting to Buyer.
 - S. Seller shall deal promptly and appropriately with any inquiries from Buyer relating to the processing of Personal Information subject to this Order.
 - T. Seller agrees to indemnify and hold harmless the Indemnitees, as defined in clause 19 above, from, and at Buyer's option defend against, any and all Losses (as defined below), that the Indemnitees may incur, to the extent that such Losses arise from, or may be in any way attributable to (i) any violation of this Order; (ii) the negligence, gross negligence, bad faith, or intentional or willful misconduct of Seller or its Personnel in connection with the obligations set forth in this Order; (iii) Seller's use of any third party providing Services in connection with or relating to Seller's performance under this Order; or (iv) any Information Security Incident involving Personal Information in Seller's possession, custody or control, or for which Seller is otherwise responsible. For purposes of this Order, "Losses" means all judgments, settlements, awards, damages, losses, charges, liabilities, penalties, interest claims (including taxes and all related interest and penalties incurred directly with respect thereto), and all related reasonable costs, expenses and other charges (including all reasonable attorneys' fees and reasonable internal and external costs of investigations, litigation, hearings, proceedings, document and data productions and discovery, settlement, judgment, award, interest and penalties).
 - U. Seller's obligations under this clause will survive the termination of this Order and the completion of all Services subject thereto.
- 88. DATA BREACH NOTIFICATION.**
Seller will promptly notify buyer of any actual or potential exposure or misappropriation of buyer data ("breach") that comes to seller's attention. Seller will cooperate with buyer and in investigating any such breach, at seller's expense. Seller will likewise cooperate with buyer and, as applicable, with law enforcement agencies in any effort to notify injured or potentially injured parties, and such cooperation will be at seller's expense, except to the extent that the breach was caused by buyer. The remedies and obligations set forth in this subsection are in addition to any others buyer may have, including, but not limited to, any requirements in the "Privacy, Confidentiality, and Security" provisions of this Agreement.
- 89. DATA CONTROL.**
Seller will have policies and procedures in place to protect any data that buyer provides, including destruction methods employed and how audit and system log information is protected. Buyer may upon request, review seller's applicable policies and procedures.
- 90. - 96. RESERVED.**
- 97. PRODUCT VULNERABILITIES.**
Within 24 hours of confirming vulnerability in their product line, seller shall notify buyer and provide a corrective action plan to address the issue. This plan should include, but not be limited to: identification of the specific vulnerability; steps to isolate and prevent further occurrences; replacement of the defective product(s); enhanced quality control procedures