

GSC/T-74
NORTHROP GRUMMAN SYSTEMS CORPORATION

PURCHASE ORDER TERMS AND CONDITIONS
AGREEMENT FOR LEASE OF COMPUTER EQUIPMENT

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1. DEFINITIONS AND ACCEPTANCE OF ORDER.

- A. "Customer," "Buyer," "Licensee" or "Lessee" means the entity name listed on the Purchase Order/Subcontract. "Licensor," "Seller" or "Lessor" means the party with whom the Customer is contracting. The term "Purchase Order" means the name or title of the instrument of contracting, including all documents, exhibits and attachments referenced thereon.
- B. This Order constitutes Customer's offer. Acceptance is expressly limited to the terms of the Order and Customer hereby objects to any additional or different terms in the acceptance. This Order is accepted as written by executing the Acknowledgement or Acceptance copy of the Order, or by beginning performance.
- C. No modification of this Order (including any additional terms or different terms contained in the acceptance) shall be binding on Customer unless agreed to in writing and signed by Customer's duly authorized Purchase Representative.
- D. 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
- E. 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.

- F. 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. RESERVED

3. LEASE AND USE OF EQUIPMENT.

The Lessor hereby leases to the Lessee the computer equipment, parts, documentation and other property enumerated and described herein (hereinafter collectively called the "Equipment"). Lessee shall have the right to use the Equipment during the term of this Agreement at any location at which Lessee or any corporate affiliate

maintains a place of business in the United States. Lessee shall be solely responsible for the costs of moving the Equipment to such other location and of returning the Equipment to Lessor at the expiration of the Lease term. Lessee shall use the Equipment in a careful and proper manner and shall comply with all laws and regulations applicable to the possession or use of the Equipment. If at any time during the term hereof Lessor supplies Lessee with label, plates or other markings stating that the Equipment is owned by Lessor, Lessee shall affix and keep the same in a prominent place on the Equipment.

4. DELIVERY, INSTALLATION, AND ACCEPTANCE.

- A. Delivery and Installation. The Lessee shall be responsible, at its own expense, for preparing the site in accordance with Lessor's installation specifications. Lessor shall be responsible, at its own expense, for shipping, unpacking and installing the Equipment including making all cable connections and all connections with electrical power and communication, and upon completion of installation shall certify to the Lessee that the Equipment is ready for use. In the event that Lessee is authorized by Lessor to install said Equipment, the Lessee may elect to have Lessor certify the installation. Risk of loss shall remain with Lessor until such certification.
- B. Acceptance of Equipment by Lessee. Lessee shall have a trial period of thirty (30) days following the date on which the Equipment has been certified for use during which to determine whether the Equipment meets the standards and specifications set forth in the Purchase Order hereto. The acceptability of the Equipment shall be based upon its ability to complete successfully such acceptance tests as are set forth in the Purchase Order. In the event that the Equipment does not perform in accordance with such standards and specifications, the Lessor shall at its own expense take all reasonable actions (including modification, adjustment, repair or replacement of the Equipment) necessary to make the Equipment perform in accordance with the specifications. After completion of any such adjustments the acceptance tests will be conducted again; if the Equipment still fails to pass the acceptance tests, Lessee shall have the right to cancel this Agreement immediately and return the Equipment at Lessor's expense. The date upon which Lessee certifies to Lessor in writing its acceptance of the Equipment shall be called the "Acceptance Date" for purposes of the Agreement.

5. 6. PAYMENT SCHEDULE; FEES AND CHARGES.

- A. Following successful completion of the acceptance tests, Lessee shall pay Lessor the fees and charges specified in the Purchase Order hereto contingent upon Lessor's satisfactory performance of its obligations under this Agreement up to and including the day upon which such payment becomes due.
- B. Invoices. Once each month (or more frequently if approved by Lessee), Lessor shall submit to Lessee, an invoice for each payment provided for in the Agreement. Payment of invoices shall not constitute approval or acceptance of services rendered. At any time prior to final payment under this Agreement, Lessee may have the invoices audited as to validity. Payment of Lessor's invoices shall be subject to

adjustment for any amounts subsequently found upon audit or otherwise to have been improperly invoiced.

- C. 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/supplier/s/OASISDocuments/InvoiceInstructions.pdf>

7. -8. RESERVED

9. TERM.

The term of this Agreement commences on the acceptance date or on the date specified. The term ends on the date specified in the Purchase Order unless the Agreement is renewed for an additional period or earlier terminated as provided herein.

10. WARRANTIES OF LESSOR.

- A. Equipment Design and Performance. Lessor warrants that the Equipment is in good working order and condition, free from defects in design, workmanship and material, and that it conforms to any samples and drawings and to the performance capabilities, characteristics, specifications, functions and other descriptions and standards set forth in the Purchase Order hereto. Lessor agrees promptly to repair or replace, at no additional charge to Lessee, any item of Equipment, or part thereof, that is or becomes defective during the term of this Agreement and any extensions or renewals hereof and otherwise to maintain the Equipment in conformity with the terms set forth in the Purchase Order hereto. If Lessor is not the original equipment manufacturer, Lessor shall obtain in writing the manufacturer's consent to pass through all Equipment warranties.
- B. Quiet Enjoyment. Lessor warrants and represents that the Equipment is the sole and exclusive property of Lessor and is not subject to any lien, claim or encumbrance inconsistent with any of Lessee's rights under this Agreement and that Lessee is entitled to, and shall be able to enjoy, quiet possession and use of the Equipment during the term of this Agreement, without interruption by Lessor or any person claiming under or through Lessor or by right of paramount title. Lessor shall not assign this Agreement without obtaining the written permission of the Lessee. Lessee has no right, title or interest in the Equipment except as expressly set forth herein.
- C. Rights of Third Persons. Lessor warrants that the Equipment, the manufacture and production thereof, and the lease to and use thereof by Lessee, do not violate or in any way infringe upon the rights of third parties, including (but not limited to) contractual, employment, trade secrets, proprietary information and non-disclosure rights, and any trademark, copyright or patent rights in the manufacture, production, sale, lease or use of the Equipment.
- D. No Conflicting Agreement. Lessor warrants that entry into and performance of this Agreement is not limited in any way by any loan, security, financing, contractual or other agreement to which Lessor is a party.
- E. Operational Availability. Lessor warrants that the percentage of time during which the Equipment is available for normal operations during any month of

the term of this Agreement, excluding time necessary for normal scheduled maintenance, shall equal or exceed ninety-five percent (95%) of the total time available (the operational availability), or such other operational availability percentage as may be specifically set forth in the Purchase Order. In the event that the operating characteristics of the Equipment or any item of Equipment fall below such operational availability percentages by five percent (5%) or more during any 90 day period, or by ten percent (10%) or more during any 30 day period, Lessor agrees at Lessee's request to replace promptly such Equipment or item of Equipment with new equipment so as to attain ninety-five percent (95%) operational availability.

11. CONSEQUENTIAL DAMAGES.

In no event shall Lessee be liable to Lessor for payment of any consequential damages resulting from the default in the performance of their respective obligations under this Agreement.

12. RESERVED

13. DISPUTES.

Either party may litigate any dispute arising under or relating to this order. Such litigation shall be brought and jurisdiction and venue shall be proper only in a state or federal district court in Los Angeles County. Pending resolution of any such dispute by settlement or by final judgment, the parties shall proceed diligently with performance.

14. TERMINATION/CANCELLATION.

A. Termination-Convenience. The performance of services under this Lease may be terminated, in whole or in part, by Lessee for Lessee's convenience at any time and for any reason on Lessee giving written termination notice to Lessor and shall pay to Lessor termination charges computed in the following manner; (1) a sum computed and substantiated in accordance with standard accounting practices for those reasonable costs incurred by Lessor prior to the date of termination for completed work, work in process, materials directly related to the Agreement, for orderly phase out of performance as requested by Lessee in order to minimize the costs of the termination and for preparation and settlement of Lessor's termination claim and (2) a reasonable profit on such work performed; provided, however, that Lessee shall not be liable to Lessor for any costs which would not have been charged had the Lease not been terminated nor for any sum in excess of the total price stated in the Lease for the terminated products.

B. Cancellation-Default. Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of Lessor or of its suppliers or subcontractors, Lessee shall be entitled, by written cancellation notice to Lessor, to cancel the whole or any part of this Agreement for default, without granting an extension of time, and to have all other rights against Lessor by reason of Lessor's default as provided by law. If it be found that Lessor was not in default the rights and obligations of the parties shall be the same as if a Notice of Cancellation had been issued pursuant to Clause 11.A above, Termination-Convenience.

C. Other. By written notice to Lessor, Lessee may cancel the whole or part of this Agreement in the event of suspension of Lessor's business, insolvency of Lessor, institution of bankruptcy, reorganization, arrangement, liquidation proceedings by or against Lessor or proceedings for the benefit of creditors or for any failure by Lessor to provide adequate assurances (as provided for in Uniform Commercial Code, section 2-609) of its ability or willingness to perform its obligations under this Agreement. Such cancellation shall be deemed "for default" in accordance with paragraph B. of this Termination/Cancellation clause and the rights and obligations of the parties shall be determined as therein provided.

D. Lessor shall also be deemed in default if the Equipment continues to exhibit defects causing serious disruption of use and/or repeated periods of downtime, notwithstanding Lessor's remedial or maintenance efforts, over a continuous period of three months or more.

E. Maintenance Termination. Lessee may immediately terminate this Agreement upon termination or breach of any maintenance agreement between Lessor and Lessee.

F. Rights and Obligations of the Parties on Termination. In the event that this Agreement is terminated, each party shall forthwith return to the other all papers, materials, and other properties of the other party then in its possession or certify to the destruction of same.

G. Refund of Payments after Acceptance. The Lessor shall, upon termination by Lessee due to default after acceptance of the Equipment, return payments it received for the Equipment and the services to the following schedule. The refund of monies paid hereunder shall not be deemed the exclusive remedy of Lessee in the event of a default or breach of this Agreement by Lessor.

Termination Date After Acceptance	Percentage of License Fee to be Refunded
Less than 6 months	90%
within 6-12 months	75%
within 13-24 months	50%
within 25-36 months	25%
within 37-48 months	10%
more than 48 months	0%

15. LOSS AND DAMAGE.

Lessee hereby assumes and shall bear the entire risk of loss and damage (reasonable wear excepted) to the Equipment (following the Acceptance Date and until surrender of the Equipment) for any cause which is not the fault of Lessor.

16. - 17. RESERVED

18. SURRENDER OF EQUIPMENT.

Unless Lessee has paid Lessor the "Stipulated Loss Value" of an item of Equipment, upon the expiration or termination of this Agreement Lessee shall return the Equipment to Lessor in good repair, condition and working order, ordinary wear and tear expected, as directed by Lessor. Lessee shall pay the cost of returning the Equipment to the office of Lessor as specified herein unless the Agreement has been terminated by Lessee as provided for herein, in which case Lessor shall pay for return of the Equipment.

19. MISCELLANEOUS.

- A. Personal Property. The Equipment is personal property notwithstanding that it may now be, or hereafter come, in some manner affixed or attached to real property or any building.
- B. Delegation and Assignment. No delegation of any duties under this Agreement shall be binding upon Lessee until its written consent thereto has been obtained. Lessor is requested to inform Lessee prior to any assignments of rights to monies due or to become due under this Agreement.
- C. Choice of Law. This Order and any dispute arising hereunder shall be governed by the substantive and procedural laws of the State of California, except, however, that California's Choice of Law provisions shall not apply.
- D. Lessee's Instructions. During the term of this Agreement, the Lessor will be responsible for ensuring that its employees, servants, and agents will, whenever on the Lessee's premises, obey the instructions and directions issued by the Lessee.
- E. Notices. Any notice or other communication hereunder shall be in writing.
- F. Waiver. No term of provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other whether expressed or implied, shall not constitute a continuing waiver of, consent to, or excuse for any different or subsequent breach.

20. TAXES.

All prices herein, unless otherwise provided, include all applicable Federal, state and local taxes as may be assessed against Lessor except those sales or use taxes required by law to be paid by Lessee

21. LESSOR'S DATA.

Any knowledge, information, drawings, designs, data or computer programs (herein called "Data") which Lessor discloses to Lessee in connection with this Agreement, which Data Lessor has not marked with a proprietary legend, shall not be considered as proprietary to Lessor or in any way restrict Lessee's use of such Data.

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.

24. DISCLOSURE OR DISPOSAL.

Lessor shall safeguard and keep secure all designs, processes, drawings, specifications, reports, Data and other

technical or proprietary information and the features of all parts, equipment, tools, gauges, patterns, and other items furnished or disclosed to Lessor by Lessee. Unless otherwise provided herein, or authorized by Lessee in writing, Lessor shall use such information and items, and the features thereof, only in the performance of this Agreement. Thus Lessor shall not sell, or otherwise dispose of as scrap or otherwise, any completed or partially completed or defective products without defacing or rendering such products unsuitable for use. Upon completion or termination of this Agreement, Lessor shall, at Lessor's expense, make such disposition of all such information, items and products as herein required or as may be subsequently directed by Lessee.

25. RESERVED

26. INSURANCE.

During the entire Order period Seller and its subcontractors shall, at their sole cost and expense, procure and maintain Worker's Compensation insurance coverage as required by the laws of the state in which the work is performed and such insurance shall provide waiver of subrogation in favor of Northrop Grumman. Seller shall also maintain, at their sole cost and expense, Employer Liability insurance in the amount of \$1,000,000.

- A. Whenever performance requires work on a Government installation, Buyer's premises, or premises under the care, custody or control of Buyer or Buyer's customer, Seller and its subcontractors shall, at their sole cost and expense, procure and maintain the following insurance coverage in the minimum limits indicated:
 - 1. General Liability (Professional Liability, as applicable) – Combined Single Limit \$2,000,000 bodily injury and property damage. Coverage shall include but not necessarily be limited to, premises and operations, products and completed operations and contracts.
 - 2. Automobile Liability – Combined Single Limit \$2,000,000 bodily injury and property damage covering all owned, hired and non-owned vehicles.
- B. All insurance required as a part of this Order shall be placed with insurance companies that are authorized to do business under the laws of the state or states in which the work is being performed and shall be in a form reasonably acceptable to Buyer.
- C. General Liability and Automobile Liability insurance coverage shall provide that Buyer is named as an additional insured and if requested by Buyer, Seller shall provide evidence that the required insurance is in place in the form of insurance certificates.
- D. Insurance coverage described herein must be in place and effective prior to commencement of any activity that is the subject of this Order. Renewal insurance certificates, if applicable, shall be provided to Buyer at least 15 days prior to the expiration date of the insurance under each required coverage.
- E. Buyer and Seller agree to defend, indemnify, and save harmless the other from all damages and liabilities arising out of or in connection with presence on the other's premises pursuant to this Order; provided, however, that such damage and liability shall not have been caused by the negligence of the agents, subcontractors or employees of the indemnified parties

27. PERFORMANCE DELAY.

Time is of the essence in the Lessor's performance of this Agreement. If at any time it appears to Lessor that it may

not meet any of the performance schedules or the scheduled completion date of the services to be performed for any reason, including labor disputes, Lessor shall immediately by verbal means (to be confirmed in writing) notify Lessee of the reasons for and the estimated duration of such delay. If requested by Lessee, Lessor shall make every effort to avoid or minimize the delay to the maximum extent possible including the expenditure of premium time. Any additional cost caused by this requirement of Lessee shall be borne by Lessor, unless the delay in performance arises out of causes beyond the control and without the fault or negligence of Lessor or its subcontractors within the meaning of the Cancellation-Default clause herein. The foregoing requirements are in addition to any of Lessee's other rights and remedies as may be provided by law or this Agreement.

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. – 31.

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 attorneys fees, arising out of claims, suit, allegations or charges of Seller's failure to comply with the provisions of this Clause and breach of the warranty set forth in paragraph A 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.

34. CLEARANCE OF MATERIALS INTENDED FOR PUBLIC RELEASE.

No new release, including photographs and films, advertisement, public announcement, denial or confirmation of same, or any part of the subject matter of this Agreement or any phase of any program hereunder shall be made without prior written approval of both parties.

35. – 39. RESERVED

40. ENTIRE AGREEMENT.

This Agreement, including the Purchase Order and all appendices and attachments referenced herein, constitutes the entire agreement between Lessor and Lessee and

supersedes all proposals, oral and written, between the parties on this subject matter.

41.-42. RESERVED

43. PATENT, TRADEMARK, AND COPYRIGHT INDEMNITY.

Seller shall defend, indemnify, and hold Buyer, Buyer's officers, agents, employees, and customers harmless against all claims and liabilities, including costs, for infringement of any United States patent, trademark, or copyright by any Products delivered under this Order or, at Seller's option and expense, Seller shall obtain such licenses as are necessary to remove such infringement, provided that Seller is reasonably notified of such claims and liabilities. Seller's obligation shall not apply to Products manufactured by Seller pursuant to detailed designs developed by Buyer and furnished to Seller under an Order which does not require research, development, or design work by Seller. Seller's obligation shall also not apply to any infringement arising from the use or sale of Products in combination with items not delivered by Seller if such infringement would not have occurred from the use or sale of such Products solely for the purpose for which they were designed or sold to Buyer. Seller's obligation shall extend to the U.S. Government only if and to the extent Buyer has agreed to indemnify the U.S. Government.

44.-79. RESERVED

80. RESPONSE TO AUDIT.

Buyer shall not be prohibited from providing copies of the purchase order to federal and state taxing 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 Buyers 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 merger/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.
- A. 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. RESERVED

84. CONFIDENTIALITY OF LICENSOR'S INFORMATION.

Notwithstanding any other provisions of this Agreement to the contrary, Lessee hereby agrees that it shall use reasonable efforts to avoid disclosure of Lessor's proprietary/confidential information to any third party other than Lessee's consultants, agents and representatives having access to Lessee proprietary data. Further, Lessor agrees that all such proprietary/confidential information shall be marked with a stamp or legend indicating its confidential/proprietary nature. For the purposes of the Agreement, the term "reasonable efforts" shall mean that Lessee shall treat such proprietary/ confidential information in accordance with Lessee's procedures regarding vendor/customer proprietary information. Further, Lessee shall have the right to copy the software products for backup and archival purposes.

Customer shall not be liable for use or disclosure of any such proprietary information if the same is:

- A. In the public domain at the time it was disclosed;

- B. Known to the party receiving it at the time of disclosure;
- C. Used or disclosed inadvertently provided the appropriate degree of care is exercised;
- D. Used or disclosed with the prior written approval of the other party;
- E. Independently developed by the receiving party;
- F. Becomes known to the receiving party without similar restrictions from a source other than the disclosing party having the right to disclosure.

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

Supplier will ensure that it provides the services under this agreement in accordance with the following requirements:

- (a) Supplier will hold in strict confidence any and all Personal Information.
- (b) Supplier will Process Personal Information only on behalf of Northrop Grumman and in accordance with Northrop Grumman's written instructions, and only in connection with the services it provides for Northrop Grumman and to fulfill its obligations to Northrop Grumman.
- (c) Supplier will comply with all applicable laws and regulations relating to the privacy, confidentiality or security of Personal Information and applicable provisions of Northrop Grumman's privacy policies, statements or notices that are attached hereto (collectively, "Privacy Requirements").
- (d) In the event a Privacy Requirement, enforcement action, investigation, litigation or claim, or any other circumstance, is reasonably likely to adversely affect Supplier's ability to fulfill its obligations under this agreement, Supplier will promptly notify Northrop Grumman in writing and Northrop Grumman may, in its sole discretion and without penalty of any kind to Northrop Grumman, suspend the transfer or disclosure of Personal Information to Supplier or access to Personal Information by Supplier, terminate any further Processing of Personal Information by Supplier, and terminate Supplier's agreement to provide services to Northrop Grumman, if doing so is necessary to comply with applicable Privacy Requirements.
- (e) Subject to applicable law, in the event Supplier is required by law or legal process to disclose Personal Information, it will give prior written notice of the disclosure to Northrop Grumman, so that Northrop Grumman may, in its discretion, seek to block the disclosure. Northrop Grumman will have the right to defend such action in lieu of and on behalf of Supplier. Northrop Grumman may, if it so chooses, seek a protective order. Supplier will reasonably cooperate with Northrop Grumman in such defense.
- (f) Supplier may disclose Personal Information to a third party if, and only if, it obtains the written consent of Northrop

Grumman and (1) the disclosure is made to a party that performs services on behalf of Northrop Grumman and the disclosure is made in order to perform the Supplier's services to Northrop Grumman; or (2) the disclosure is made to a third party performing clerical, administrative, technical, or security-related services for Supplier, and such disclosure is incidental to the performance of such services. In either case, Supplier will enter into a written agreement with such third party under which the third party agrees it will (i) maintain the confidentiality of the disclosed Personal Information; (ii) not disclose the Personal Information to other third parties without the prior written agreement of Northrop Grumman; (iii) use the Personal Information only in connection with performing its obligations under its agreement with Supplier; (iv) disclose the Personal Information only to its own personnel who need the information to perform the obligations under the agreement with Supplier, and who have been fully advised as to the confidentiality requirements set forth herein; (v) promptly notify Supplier of any Information Security Incident (as defined below); and (vi) return to Supplier all copies of Personal Information Processed in connection with the relevant services for which the third party was retained or, upon Supplier's written request (provided that Supplier receives Northrop Grumman's prior written approval), securely destroy or, at the option of Northrop Grumman, render unreadable or undecipherable, all such Personal Information, including all hard-copy and electronic versions.

- (g) Supplier will develop, implement and maintain a comprehensive written information security program that complies with applicable Privacy Requirements. Supplier'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"). Supplier's information security program will contain standards that are at least as stringent as those set forth in Supplier's attached "Information Security-Supplier Hosting Requirements". If the Processing involves the transmission of Personal Information over a network, Supplier will implement appropriate measures to protect Personal Information against the specific risks presented by the Processing. Supplier will immediately, but in no event later than 72 hours after Supplier's discovery of the Information Security Incident, notify Northrop Grumman in writing of any Information Security Incident. Such notice will summarize in reasonable detail the effect on Northrop Grumman, if known, of the Information Security Incident and the corrective action taken or to be taken by Supplier. Supplier will promptly take all necessary and advisable corrective actions, and will cooperate fully with Northrop Grumman 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 Northrop Grumman prior to any publication or communication thereof.
- (h) Supplier will exercise the necessary and appropriate supervision over its relevant Personnel to maintain appropriate privacy, confidentiality and security of Personal Information. Supplier will restrict access to

Personal Information to those Personnel who need the information to perform obligations under Supplier's agreement with Northrop Grumman and who have explicitly agreed to legally enforceable and sound confidentiality obligations. Supplier 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 agreement.

- (i) Supplier will engage an independent third-party to conduct a security evaluation/certification of Supplier's systems that host Personal Information. Supplier will provide Northrop Grumman copies of the audit report(s). Northrop Grumman reserves the right to conduct site surveys of Supplier's hosting site and review its physical and information security policies, practices, and procedures on an annual or biennial basis, in Northrop Grumman's reasonable discretion.
- (j) Supplier agrees that any Processing of Personal Information in violation of this agreement, Northrop Grumman's instructions or any applicable Privacy Requirement, or any Information Security Incident, may cause immediate and irreparable harm to Northrop Grumman for which money damages may not constitute an adequate remedy. Therefore, Supplier agrees that Northrop Grumman may obtain specific performance and injunctive or other equitable relief for any such violation or incident, in addition to its remedies at law, without proof of actual damages.
- (k) Supplier will not transfer Personal Information outside the country to which it originally was delivered to Supplier for Processing (or, if it was originally delivered to a location inside the European Union, outside the European Union) without the explicit written consent of Northrop Grumman.
- (l) Supplier will cooperate with Northrop Grumman if a data subject wants to access or amend Personal Information pertaining to him or her.
- (m) Supplier will immediately inform Northrop Grumman in writing of any requests, complaints or investigations regarding Supplier's Processing of Personal Information. Supplier will respond to such requests, complaints or investigations in accordance with Northrop Grumman's instructions and Supplier will fully cooperate with Northrop Grumman in responding to any such request, complaint or investigation.
- (n) Supplier will enter into any further privacy or information security agreement requested by Northrop Grumman for purposes of compliance with applicable Privacy Requirements. In case of any conflict between this agreement and any such further privacy or information security agreement, such further agreement will prevail with regard to the Processing of Personal Information covered by it.
- (o) Supplier agrees, within 30 days of termination, cancellation, expiration, or other conclusion of this agreement, Supplier shall return to Northrop Grumman all copies of Personal Information Processed in connection with this agreement, or, upon Northrop Grumman's written request or receipt of Northrop Grumman's written approval in response to Supplier's request, to securely destroy or, at the option of Northrop Grumman, render unreadable or undecipherable, all such Personal Information, including all hard-copy and electronic versions. Supplier will provide an appropriate Certificate of Return/Destruction at Northrop Grumman's request.
- (p) Supplier agrees to indemnify and hold harmless Northrop Grumman and its officers, employees, directors and agents

from, and at Northrop Grumman's option defend against, any and all claims, losses, liabilities, costs and expenses, including without limitation third-party claims, reasonable attorneys' fees, consultants' fees and court costs (collectively, "Claims"), to the extent that such Claims arise from, or may be in any way attributable to (i) any violation of this agreement; (ii) the negligence, gross negligence, bad faith, or intentional or willful misconduct of Supplier or its Personnel in connection with the obligations set forth in this agreement; (iii) Supplier's use of any contractor providing services in connection with or relating to Supplier's performance under this agreement; or (iv) any Information Security Incident involving Personal Information in Supplier's possession, custody or control, or for which Supplier is otherwise responsible.

- (q) Supplier's obligations under this agreement will survive the termination of Supplier's agreement to provide services to Northrop Grumman 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. WAIVER OF RIGHT TO JURY TRIAL.

Buyer and Seller hereby waive their respective right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding or hearing brought by either Seller against Buyer or Buyer against Seller on any matter whatsoever arising under, relating to, or in any way connected with this Order, the relationship of Seller and Buyer or any claim of injury or damage, or the enforcement of any remedy under any law, statute or regulation now or hereafter in effect.

91. INTERNET PROTOCOL VERSION 6 (IPV6)

When requested, Seller shall provide a "Supplier's Declaration of Conformity" (SDOC) in compliance with ISO/IEC 17050:2004 to indicate that delivered devices have been tested and approved in an accredited laboratory.

92.-98. 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.