

TERMS AND CONDITIONS – Contract Labor

TITLE AND CLAUSE NUMBER

ASSIGNMENT	3
BACKGROUND INVESTIGATIONS	36
BUYER'S AUTHORIZED PURCHASING REPRESENTATIVE AND NOTICE	2
BUYER FURNISHED PROPERTY CHANGES	19
CHOICE OF LAW	4
CLASSIFIED MATERIAL	25
COMPENSATION	17
COMPLIANCE WITH LAWS AND REGULATIONS	10
CONTRACTOR CERTIFICATION	8
DISPUTES	35
DRUG FREE WORK FORCE POLICY	27
ENTIRE AGREEMENT	26
ETHICS	33
EXPORT RELATED REQUIREMENTS	18
FEDERAL ACQUISITION REGULATION (FAR), DEPT. OF DEFENSE (DOD) FAR SUPPLEMENT (DFARS)	34
GENERAL/ACCEPTANCE	40
GOVERNMENT CONTRACTS	1
INDEMNITY AND INSURANCE	15
INDEPENDENT CONTRACTOR	24
	5

TITLE AND CLAUSE NUMBER

INTELLECTUAL PROPERTY INDEMNITY	22
INTELLECTUAL PROPERTY RIGHTS	20
INVOICING AND PAYMENT	11
NON-WAIVER AND REMEDIES	37
ORDER OF PRECEDENCE	29
PERSONNEL	31
PROTECTION OF INFORMATION	21
QUALIFICATIONS	7
QUANTITY/REQUIREMENTS	14
RELEASE OF CONTRACTOR'S EMPLOYEES	32
REMOVAL/SUBSTITUTION/TERMINATION OF CONTRACTOR PERSONNEL	31
REPORTS	13
SCOPE AND PERIOD OF PERFORMANCE	6
SEVERABILITY	28
SPECIALTY METALS	38
STANDARDS OF SERVICES	39
SURVIVAL	30
TAXES	12
TERMINATION FOR CONVENIENCE	16
TERMINATION FOR DEFAULT	9

- 1. GENERAL/ACCEPTANCE** - This purchase order (which term shall be deemed to include requirements, specifications, regulations and other documents to the extent that any of the same are incorporated by reference) becomes the exclusive agreement between the parties for the services subject to these terms and conditions. Any of the following shall constitute Contractor's unqualified acceptance of this purchase order and these terms and conditions: (a) acknowledgment of this Order; (b) furnishing of any part of the services under this Order; (c) acceptance of any payment for services; or (d) commencement of performance under this purchase order. Buyer expressly objects to any different or additional terms or conditions which may be included in Contractor's acceptance of this purchase order, which additional or different terms and conditions, if any, shall be construed as proposals for additions to or modifications of this purchase order and are hereby rejected, unless independently and expressly approved by Buyer in writing.
- 2. BUYER'S AUTHORIZED PURCHASING REPRESENTATIVE AND NOTICE** – (a) The Buyer's Authorized Purchasing Representative for the purposes of this purchase order is the individual authorized by Buyer's cognizant procurement organization to administer and/or execute the purchase order and is designated on the face of this purchase order. Contractor shall accept direction regarding this purchase order from no other individual.
(b) Buyer's engineering, technical personnel and other representatives may from time to time render assistance or give technical advice or discuss or effect an exchange of information with Seller's personnel concerning the supplies or services being provided under this purchase order. No such action shall be deemed to be a change under the Changes clause of this purchase order and shall not be the basis for an equitable adjustment.
(c) Contractor shall submit in writing all required notices and certifications by registered mail to Buyer's Authorized Purchasing Representative at the address as identified by this purchase order. Facsimile messages will be deemed effective notice if confirmation of receipt by Buyer's Authorized Representative and a confirming letter is sent to the address as identified by this purchase order within five (5) working days after the facsimile is sent.
- 3. ASSIGNMENT** - Neither this purchase order, nor any payments, claim or interest hereunder are assignable or transferable, in whole or in part, by the Contractor to any party or parties without the prior written approval of Buyer. However, Buyer reserves the right to assign its rights and/or obligations under this purchase order to any of its wholly-owned subsidiaries or affiliates.
- 4. CHANGES** - (a) Buyer's Authorized Purchasing Representative may at any time, by written order, without notice to any surety, make

changes or additions within the general scope of this purchase order. Contractor acknowledges any such direction provided by anyone other than Buyer's Authorized Purchasing Representative is of no force and effect and Contractor accepts all risks of accepting and/or otherwise proceeding with such unauthorized direction.

(b) If any authorized change causes an increase or decrease in the cost, or the time required for performance of this purchase order, whether changed or not changed by any such written order, Contractor shall notify Buyer in writing immediately and an appropriate equitable adjustment will be made, in the price or time of performance, or both, by written modification of this purchase order. After Contractor's receipt of notice of the change, any claim by Contractor for such adjustment must be asserted within fifteen (15) days, or such other period as may be agreed upon in writing by the parties. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the Disputes clause of this purchase order. Nothing contained in this clause shall excuse Contractor from proceeding with this purchase order as changed.

- 5. INDEPENDENT CONTRACTOR** - In the performance of the work and services hereunder, the Contractor shall act solely as an independent contractor, and nothing herein contained or implied shall at any time be so construed as to create the relationship of employer and employee, partnership, principal and agent, or joint-venture as between Buyer and Contractor.
- 6. SCOPE AND PERIOD OF PERFORMANCE** - The Contractor agrees to promptly provide the services of qualified personnel to the Buyer as specified in such detailed requests for applicant resumes as may be issued from time to time by the Buyer's Authorized Purchasing Representative. Services shall be provided by the Contractor on the need dates specified in the Buyer's written request. The types or classes of contract labor to be provided under this purchase order are as set forth in the face sheet hereof. Other types of services may be added to this purchase order by mutual agreement of the parties, as reflected in a written, bilateral amendment thereto. Nothing in this purchase order shall be construed as requiring the Buyer to obtain services solely from this Contractor; Buyer may also obtain services from other contractors. Services may be ordered by the Buyer under this purchase order during the period of performance indicated on the face sheet hereof.
- 7. QUALIFICATIONS** – (a) Contractor shall ensure that all services performed under this purchase order meet the performance criteria of the assigned tasks. If any service supplied by an employee of Contractor fails to meet the performance criteria of the assigned task, or if the individual Contractor employee is determined to be unqualified to perform the task in any way, as evidenced by good

TERMS AND CONDITIONS – Contract Labor

and sufficient reasons on the part of the Buyer, the Buyer may, at its option and discretion, require the Contractor to have such services re-performed or corrected, or may adjust any invoices received from Contractor to reflect a proportionate reduction in the value of the services actually received. Furthermore, Buyer requires that the Contractor maintain valid, accurate and updated resumes of all contract labor personnel, showing all relevant work experiences up to and including current Buyer assignments, continuing education and other training and certifications. Resumes must be provided at the request of Buyer.

(b) Contractor warrants that all contract labor personnel supplied under this purchase order shall be highly qualified and have the experience necessary to perform the tasks to which they are assigned, and that the Contractor has verified that their educational and experience qualifications, and background are as represented in their resumes. The Contractor shall indemnify and hold the Buyer harmless against any claims, losses, liabilities or damages of any kind whatsoever sustained by the Buyer as a result of Contractor's breach of the foregoing warranty.

8. COMPLIANCE WITH LAWS AND REGULATIONS – (a) In the performance of this purchase order, the Contractor shall comply, and shall be responsible for ensuring that its employees comply, with all applicable laws, Executive Orders, regulations, rules, etc., of the United States, (including but not limited to, the FAIR LABOR STANDARDS ACT, OCCUPATIONAL SAFETY AND HEALTH ACT of 1970, TITLE VII of the CIVIL RIGHTS ACT, the IMMIGRATION REFORM AND CONTROL ACT of 1986 (IRCA), the FOREIGN CORRUPT PRACTICES ACT, the International Traffic in Arms Regulations (ITAR), the Federal Acquisition Regulations (FAR), and Environmental, Health, Safety, and Fire Protection regulations), and of any affected foreign government and all political subdivisions.

(b) Contractor agrees to indemnify Buyer against any loss, cost, liability or damage by reason of Contractor's or Contractor's employee's violation of any applicable law, executive order or regulation.

(c) Any illegal or prohibited activity on the part of Contractor or its employees in conflict with this article may, subject to the discretion of Buyer, result in termination of this Purchase Order for default in accordance with Clause 9 Termination for Default. Such termination shall be in addition to any and all other remedies available to the Buyer under the terms of this purchase order, at law or in equity.

9. TERMINATION FOR DEFAULT – (a) Buyer may, by written notice to Contractor, terminate this purchase order and any resulting purchase order if Contractor commits any material breach of this purchase order.

(b) In the event Buyer terminates this purchase order and any resulting purchase order as provided in subparagraph (a) of this clause, Buyer may procure, in a commercially reasonable manner, services or supplies so terminated, and Contractor shall be liable to Buyer for any excess costs for such services or supplies.

(c) If Contractor is delayed in his performance, for any reason whatsoever, Contractor shall promptly notify Buyer of the anticipated duration and causes of the delay. Such notification shall not relieve the Contractor of his obligations hereunder unless specific relief is granted in writing by the Buyer.

(d) In the event this purchase order is terminated by Buyer under the Compliance with Laws and Regulations and Ethics clauses of this purchase order, such termination shall be considered a default of this purchase order by the Contractor and all payments to the Contractor in accordance herewith shall be refunded to Buyer by the Contractor. The refund of all payments to Buyer by the Contractor as set forth above shall not limit Buyer's right to obtain any other relief or remedy which may otherwise be available in the event of such termination.

10. COMPENSATION - The Contractor shall receive the following as full compensation for all services, including necessary travel time where travel has been authorized by Buyer, performed hereunder and as full reimbursement for travel and living expenses connected with the performance of such services:

A. The rates set forth in the purchase order, computed on such periodic basis as is indicated on the face sheet of the purchase

order (hourly, weekly, etc.). For purposes of computation of compensation based on a daily rate, a day shall be considered as eight (8) hours or as otherwise agreed to by the parties for an alternate work schedule as provided in this purchase order; for fractions of days worked or spent in necessary travel, said fee will be prorated on a quarterly basis, fractional parts of any quarter of a day to be considered as a full quarter. For time spent in necessary travel hereunder away from the Contractor's premises said fee will be paid only for such time as would normally be spent in the Contractor's regular occupation. In no event shall normal hours of rest be considered as time spent in travel and in no case shall more than one day's fee be paid for any one calendar day except said fee for hours applied in excess of the normal work day at the request of Buyer shall be reimbursed on the quarterly basis stated above.

B. Cost of airline or rail fare shall be at the lowest available rate, and reimbursement for the use of Contractor's conveyance at the rate reflected on the face of this order, while in travel status only.

C. Subject to the Payments clause of this purchase order, cost of reasonable hotel accommodations and subsistence while in travel status, which travel shall have been previously authorized by Buyer, not to exceed the latest published U.S. Government maximum per diem rates at the time of this purchase order.

D. Reimbursement of any local travel must be pre-approved by the Buyer in accordance with Buyer expense Procedures.

E. The overtime rates set forth in the Order shall apply only if overtime is approved in advance and in writing by Buyer's authorized Purchasing Representative. The overtime rates will apply for approved hours worked in excess of eight (8) hours per day or forty (40) hours per work week or other such hours as otherwise agreed to by the parties for an alternate work schedule as provided in this purchase order. The work week is defined as Monday through Sunday.

F. Contract labor personnel shall work any of three (3) shifts, in accordance with Buyer's request, with no change in rate.

G. No payment shall be made by the Buyer when the contract labor personnel are absent due to sickness or vacations, or for holidays, shutdowns due to strikes, or any plant closings necessitated by a catastrophe, unless work during these periods is authorized in advance by Buyer. If work is authorized during the above period, then payment will be made on the basis of standard rates as agreed upon by Buyer and Contractor. Compensation for any holiday, vacations, sick days or absences of contract labor personnel for any cause whatsoever shall be the sole responsibility of Contractor and shall be made in accordance with Contractor's then-applicable policies in regard thereto.

11. INVOICING AND PAYMENT - (a) Amounts due to the Contractor hereunder will be paid upon the submission to the Northrop Grumman Accounts Payable Department of invoices listing the number of hours, days and/or fractions thereof during which work and services have been performed for Buyer. Invoices shall also contain the following information and certification:

1. Place at which work and services were performed;
2. Purchase order number authorizing such work and services; and
3. The following signed Certification:

"On behalf of [Name of Contractor], and as a duly authorized representative thereof, I do hereby certify the foregoing to be a true and accurate statement of amounts due or time spent by the employees of said company in performance of the purchase order indicated. [Name of Contractor] recognizes this invoice may form the basis for a claim for payment against the Government by Northrop Grumman."

(b) Contractor's employees shall record the hours worked supporting the contracted effort in the Buyer Enterprise Resource Planning (ERP) System. It is each Contractor's employee responsibility to ensure that his/her labor is recorded accurately and timely. Failure of the Contractor's employee to enter and save hours worked may delay payment to the Contractor. Buyer must approve the time recorded and saved by the Contractor's employee. The Contractor

TERMS AND CONDITIONS – Contract Labor

will be paid based on the hourly labor rates as stated in the purchase order. Therefore, invoices are not required from the Contractor in order to effect payment for labor hours worked when hours are recorded in Buyer's ERP System.

(c) Once each month Buyer will make payments of amounts due to Contractor that are not already paid. If requested Contractor's employee may provide a copy of the Contractor's employee's ERP record. Buyer may audit Contractor's employees hours recorded in the ERP System periodically and any discrepancies will be reported to Contractor. Contractor shall, within seven (7) working days of receipt of audit material, report any discrepancies to Buyer's representative and negotiate in good faith to resolve such discrepancies.

(d) Travel expenses, if authorized by Buyer, must be submitted by invoice. Detailed listing of expenses, supported by original receipts when appropriate shall be submitted. All costs included in the invoice must be computed in accordance with the latest revision of Section 31 of the Federal Acquisition Regulation (FAR) and allowable in accordance with the principles therein. No payment shall be made for costs included in the invoice that are unallowable by Section 31 of FAR.

(e) Buyer may withhold final payment hereunder until the requirements of the Intellectual Property Rights and Termination for Convenience clauses of this purchase order have been fulfilled and until patent clearance covering the Contractor under this Agreement has been granted.

(f) The Contractor is responsible for notifying Buyer in writing when the dollar value of the services provided is equal to 80% of the maximum value of this purchase order as indicated on the face sheet hereof. The Buyer shall not be liable for any services provided, where the compensation for such services would exceed the maximum value of this purchase order, and Contractor is not obligated to provide such services, unless this purchase order has first been amended to increase its value.

- 12. TAXES** - All taxes, including but not limited to , sales, use, value added tax applicable to the proceeds received by the Contractor hereunder as well as any requirements to pay unemployment compensation, worker's compensation, disability and other legally mandated payments arising from the supply of services by Contractor to Buyer shall be the liability of Contractor, and Buyer shall not withhold nor pay any amounts for federal, state or municipal income tax, social security, unemployment, disability payment or workman's compensation. Contractor warrants it will pay, where applicable, all required income and social security tax withholding related to or arising in connection with services provided to the Buyer, and shall indemnify and hold Buyer harmless from any claim or cause of action and all costs relating thereto (including reasonable attorney's fees and costs) arising from Contractor's actual or alleged failure to pay all or part of such taxes, or to make such withholdings, as the case may be.
- 13. REPORTS** - As a part of the work and services to be performed, the Contractor may be required to furnish (quarterly/monthly) reports to Buyer's Authorized Purchasing Representative in such format and number as may be required by Buyer, and may be required to make a final report or furnish information as may be requested by the Buyer's Authorized Purchasing Representative concerning the work and services performed under this purchase order. Compensation for such reports is deemed to be included in Contractor's rates as an indirect cost, and the Contractor shall not be entitled to any additional compensation for compliance with this requirement.
- 14. QUANTITY/REQUIREMENTS** - Unless otherwise specified on the face sheet of this purchase order, the parties agree that the Contractor has received no guarantee, whether express or implied, that any particular amount of services will be purchased under this Purchase Order. Contractor, however, shall furnish all required services at the agreed upon rates at time of order placement. In no event will Contractor or Contractor's personnel furnish any services in excess of the maximum number of hours specified on the face sheet, unless this purchase order has first been amended in writing by the Buyer's Authorized Purchasing Representative.

15. GOVERNMENT CONTRACTS - In the event that services to be performed by the Contractor involve contracts in which Buyer is a Government prime contractor or subcontractor, any obligations placed on Buyer to satisfy any law, rule, regulation or requirement of the Government by reason thereof shall, insofar as the Contractor's services may be involved, shall be binding upon the Contractor.

16. TERMINATION FOR CONVENIENCE - Buyer shall have the right to terminate this purchase order at any time by a written notice to the Contractor, whenever such termination is determined to be in the best interests of Buyer. In the event Buyer terminates this purchase order for reasons other than default by the Contractor, the total liability of Buyer to the Contractor shall not exceed the amount of payments then due to the Contractor for services already performed hereunder. In no event will cancellation charges be invoiced by the Contractor or paid by the Buyer as a result of such termination pursuant to this clause.

17. CLASSIFIED MATERIAL - It is understood that disclosure of classified information relating to the work and services contracted for hereunder to any person not entitled to receive it, or failure to safeguard all classified matter that may come to the Contractor or any person under his control in connection with the work under this purchase order, may subject the Contractor, his agents and employees to criminal liability under the laws of the United States.

The Contractor agrees to comply with all applicable Federal Laws, Executive Orders and requirements, including the National Industrial Security Program Operating Manual (NISPOM), their supplements, and other applicable U.S. Government security regulations. Except as authorized, the Contractor agrees not to permit any individual to have access to classified data until the proper Government agency shall have made an investigation and favorable report on the character, associations, and loyalty of such individual and shall have determined that permitting such person to have access to classified data will not endanger the common defense or security. Buyer's security requirements stipulate that contract labor personnel wear an appropriate badge, as determined by the Buyer's Security Department. Contract labor personnel have the responsibility to familiarize themselves with security policies applicable to their badge type and to comply with the requirements of Buyer's Security Department at all times.

18. ETHICS - Contractor agrees and warrants to Buyer that Contractor will conduct itself in keeping with the highest moral and ethical standards and will carry out the terms and spirit of this purchase order in the utmost good faith. The Contractor further agrees that in its activities it will comply with the standards contained in the Buyer Standards of Business Conduct, a copy of which has been provided. By accepting this purchase order, the Contractor stipulates that all secretarial, clerical and administrative employees of Contractor and all contract labor personnel who will perform services hereunder have received, read, understand and will comply with the contents thereof. Failure by Contractor or any of Contractor's employees to comply with the above mentioned code shall, at the Buyer's discretion, be grounds for immediate termination for default in accordance with Clause 9.

19. BUYER FURNISHED PROPERTY - All drawings, designs, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data and memoranda of every description furnished by Buyer to the Contractor shall remain the property of Buyer or its assigns and shall be duplicated only as authorized in writing by Buyer and shall be returned upon request or when no longer needed for performance of the resulting purchase order concerned. Except as may be necessary for performance of the purchase order, and to the extent not generally known or available to the industry, the Contractor shall not use or disclose information concerning Buyer products without the prior consent of Buyer.

20. INTELLECTUAL PROPERTY RIGHTS - (a) Contractor agrees to make prompt and complete disclosure to Buyer of all inventions and disclosures made or conceived as a result of work performed under this purchase order. Contractor agrees to keep necessary records supporting such inventions and discoveries and will furnish to Buyer upon request all such records.

TERMS AND CONDITIONS – Contract Labor

(b) Any invention, discovery, proprietary information, maskwork, software, system, data or report resulting from the work performed under this purchase order shall be the sole property of the Buyer. All patents, copyright, trade secrets, trademarks, maskwork or other intellectual property resulting from work under this purchase order shall be the sole property of the Buyer. Buyer shall have the full right to use such property in any manner without any claim on the part of the Contractor and without any duty to account to the Contractor for such use. Contractor agrees to assign to Buyer any patent or patent application resulting from work performed under this Purchase Order, and to provide reasonable support for the Buyer's prosecution of such patent application. The parties agree that any original work of authorship created under this purchase order is a work made for hire for purposes of copyright ownership. To whatever extent the Contractor has any interest in any original work of authorship created under this purchase order, Contractor agrees to assign and hereby assigns its entire interest in such work to Buyer, including all rights to derivative works.

(c) This purchase order does not confer or grant, in any manner whatsoever, any license or right under any patent, trademark, trade secret, maskwork, copyright or other intellectual property right held by Buyer, unless specifically set forth in the body of the purchase order.

(d) Notwithstanding anything contained herein to the contrary, if the services to be performed by Contractor's employees under this purchase order are being performed pursuant to a U.S. Government prime contract, the applicable FAR and DFARS clauses dealing with ownership of, and rights in technical data referenced herein shall take precedence over any inconsistent provision of this clause and are incorporated herein by reference. Buyer shall have the right to utilize the services in performance of Buyer's contractual obligations to its customer, including the right to copy and modify any technical data and computer software delivered under this purchase order and the right to deliver such technical data and computer software to Buyer's customer if it is required as a deliverable under Buyer's contract with its customer.

(e) Contractor shall require each of its personnel who will perform work pursuant to this purchase order to execute Buyer's form number C-100C, entitled "Contractor Intellectual Property Agreement" and provide to the Buyer. The signed "Contractor Intellectual Property Agreement" must be provided to Buyer for each of Contractor's personnel prior to their beginning Work. Contractor shall have no right to use any of the tangible information or software, and the intangible intellectual property rights therefore generated under this Order for any purpose except as may be necessary to fulfill the requirements of this Order.

21. PROTECTION OF PROPRIETARY INFORMATION – (a) Trade secrets and proprietary information of Buyer (hereinafter collectively referred to as "Information") shall mean information disclosed to Contractor by Buyer in connection with this Purchase Order which is either identified to Contractor as being proprietary to Buyer or which is information that a reasonable person would understand to be such Information. Examples of Information include, but are not limited to, customer or supplier lists, pricing policies, market analyses, business plans or programs, software, specifications, manuals, print-outs, notes and annotations, performance data, drawings, photographs, and engineering, manufacturing or technical information related to Buyer's products and services, as well as duplicates or copies thereof. Information shall not mean any information previously known to Contractor without obligation of confidence, or which becomes publicly disclosed, or which is rightfully received by Contractor from a third party without obligation of confidence.

(b) Information furnished to Contractor shall remain Buyer's proprietary property, shall be duplicated only as authorized in writing by Buyer, and shall be returned to Buyer upon request or when no longer required for the performance of this purchase order. Contractor shall not disclose Information to any third party, and shall take all reasonable precautions to prevent the disclosure of Information to third parties, including any foreign national, firm, or country, and foreign nationals employed by or associated with Contractor's company except as specifically authorized by the

Buyer. Contractor shall indemnify and hold the Buyer harmless from any loss (including loss of profits, loss of market share, and attorneys fees and costs), liability and expense sustained by the Buyer as a result of any unauthorized disclosure, communication or use of such information by Contractor, its officers, directors, employees, former employees, or agents.

(c) Data and information provided by Contractor shall be considered proprietary only when marked as proprietary. Contractor's proprietary data and information will be used by Buyer only upon approval of Contractor. Buyer may use unmarked Contractor's data and information for any purpose.

(d) Contractor agrees not to use Information to develop any product, service or system, or to support any third party in the development of any product, service or system. In recognition of the inherent difficulty of differentiating the use of trade secret information from the independent development of similar information by one who has access to the trade secret information, and for the convenience of both parties in avoiding disputes, Contractor further agrees, for a period of three years from the completion or termination of this Purchase Order, to refrain from providing any product, service or system of the same nature as that contemplated under this Purchase Order to any competitor of Buyer.

(e) This clause is not intended to conflict with Federal Acquisition Regulation 52.203-6 entitled "Restriction on Subcontractor Sales to the Government." The prohibitions in this clause are meant to co-exist with DFARS 252.204-7000, incorporated by reference herein. To the extent there is any conflict with this clause and DFARS 252.204-7000, or other applicable U.S. Government Procurement Regulations incorporated into this Purchase Order, the latter shall, when applicable, take precedence over any conflicting provision to the extent that such regulations so require.

22. INTELLECTUAL PROPERTY INDEMNITY – (a) Contractor shall indemnify Buyer, Buyer's customer and/or the Government and their respective officers, agents and employees against liability, including costs, for infringement of any patent, copyright, trademark, or other intellectual property arising out of the performance of services under this purchase order or out of the use or disposal by, or for the account of, Buyer, Buyer's customer and/or the Government of such services. The foregoing indemnity shall not apply unless Contractor shall have been informed as soon as practicable by Buyer, Buyer's customer and/or the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules or regulations to participate in the defense thereof. Such indemnity shall not apply if: (1) the infringement results from compliance with specific written instructions of Buyer directing a change in the services to be delivered, or directing a manner of performance of this purchase order not normally used by Contractor, or (2) the infringement results from an addition to, or change in, the services furnished made subsequent to delivery or performance by Contractor, or (3) the claimed infringement is settled without the consent of Contractor, unless required by final decree of a court of competent jurisdiction. (b) Notwithstanding the above, when this purchase order is performed under the authorization and consent of the Government to infringe United States patents, Seller's liability for Seller's patent infringement under this purchase order shall be coextensive with Buyer's liability.

23. Reserved.

24. INDEMNITY AND INSURANCE – (a) Contractor will defend, indemnify, and hold harmless Buyer and its directors, officers, agents, employees, affiliates, subsidiaries, and successors in interest, from and against any and all damages, liabilities, costs and expenses (including all attorney's fees) incurred by Buyer as a result of any claim, judgment or proceeding against Buyer: (i) arising out of or connected in any manner with the performance of the services by Contractor, its employees and/or Contract Labor personnel, or the acquiring, making and delivery of any supplies by Contractor, its employees and/or Contract Labor personnel hereunder, including but not limited to claims for property loss and/or damage and personal injury and/or death, which may be sustained by third

TERMS AND CONDITIONS – Contract Labor

parties and/or the Buyer, its agents, employees or subcontractors; or (ii) by reason of any breach or alleged breach by Contractor of any of its warranties, representations, covenants or obligations under this agreement; or (iii) or as a result of any claim, judgment or proceeding against Buyer brought by a Contract Labor personnel for wages, employment benefits of whatever nature, overtime, damages, penalties or any other claims based on an assertion of employment or joint employment by Buyer. Buyer will promptly notify Contractor in writing of any such claim, judgment or proceeding and tender to Contractor the opportunity to settle such claim, judgment or proceeding at Contractor's expense, and cooperate in all reasonable respects with Contractor in settling such claim, judgment or proceeding. Notwithstanding anything to the contrary contained in this Agreement, Contractor will have no obligation to defend, indemnify or hold harmless Buyer and its directors, officers, agents, employees, affiliates, subsidiaries, and successors in interest from and against any and all damages, liabilities, cost and expenses (including all attorneys' fees) arising solely from an act or omission of Buyer and its directors, officers, agents, employees, affiliates, subsidiaries, and successors in interest.

(b) Buyer, at its option, may require Contractor to furnish evidence of insurance reasonably satisfactory to Buyer covering the liabilities and indemnification provided above but no acceptance of such evidence by Buyer shall be deemed a waiver or release of such liabilities or duty to indemnify. Contractor and its subcontractors, at their sole cost and expense, will at all times, prior to commencement and throughout the period of performance of this purchase order, maintain with reputable insurance companies that are authorized to do business under the laws of the state or states in which the work is being performed, insurance coverage in at least the minimum amounts as follows:

- (1) Worker's Compensation insurance coverage as required by the laws of the state in which the work is performed sufficient to cover all of its general and special employees and such insurance shall provide waiver of subrogation against Buyer.
- (2) Employer Liability insurance in the amount of \$1,000,000.
- (3) Commercial General Liability (CGL) – Combined Single Limit (CSL) \$2,000,000 bodily injury and/or property damage. Coverage shall include premises and operations, products and completed operations and contracts.
- (4) Commercial Automobile Liability (AL) – Combined Single Limit (CSL) \$2,000,000 bodily injury and/or property damage covering all owned, hired and non-owned vehicles.

Renewal insurance certificates, if applicable, shall be provided to Buyer at least fifteen (15) days prior to the expiration date of the insurance policies.

Additional insurance types and/or limits will be necessary if the work involves extra hazardous operations. The extra hazardous operations include but are not limited to aviation operations or products, nuclear hazard operations, professional engineering advice, large construction projects, hazardous waste, medical care, food service, crane operation, work above ground, work below ground, and demolition or explosives operations.

At Buyer's request, Contractor will name Buyer as an additional insured under required liability policies, will provide Buyer a certificate(s) of insurance and provide Buyer ten (10) days' prior written notice of cancellation or material change of any such coverage.

(c) Contractor shall comply with the provisions of FAR 52.215-10, 52.215-11, 52.215-12, and 52.215-13 which are incorporated herein by reference to the extent that such clauses are or become applicable to this purchase order. Contractor shall indemnify and hold harmless Buyer from any amount, loss and expense, including interest assessed by the Government under 10 U.S.C. § 2306a, by which this purchase order is determined by the Government to have been defectively priced because of Contractor's or Contractor's subcontractor's failure to comply with such provisions. The rights of the parties under this clause shall survive completion or termination of this purchase order.

25. CHOICE OF LAW - Irrespective of the place of performance, this purchase order shall be governed and construed and all disputes arising under or related to this purchase order shall be resolved according to the law of the state from which this purchase order is issued, without regard to its conflict of laws principles.

26. DRUG FREE WORK FORCE POLICY – (a) Contractor personnel who are to perform professional or clerical services primarily on Buyer premises shall have a urine test conducted by a certified laboratory of Contractor's choice to determine the presence or absence of illegal drugs or abuse of other controlled substances. Such testing, along with a negative test result, are preconditions of the performance of services for Buyer hereunder. If requested by Buyer, Contractor shall furnish evidence of compliance with this provision.

(b) Further, by acceptance of this purchase order and resulting purchase order, Contractor agrees to adhere to the Buyer Drug-Free Work Force Policy for Suppliers (P486-13), attached hereto and made a part hereof.

27. DISPUTES - Any dispute arising under this purchase order which is not settled by agreement of the parties may be litigated in the state or federal courts of the state from which Buyer's purchase order is issued. Pending any decision, appeal or judgment in such proceedings, or the settlement of any dispute arising under this purchase order, Contractor shall proceed diligently with the performance of this purchase order unless otherwise directed by Buyer.

28. SEVERABILITY - If any term or provision of these terms and conditions should be declared invalid or unenforceable by a court of competent jurisdiction or by operation of law, the remaining terms and conditions shall remain in force, unless the invalid term or provision is fundamental and material to which enforceability of this purchase order would be unreasonable.

29. ORDER OF PRECEDENCE - The various documents constituting this purchase order shall, insofar as is possible, be interpreted so as to be consistent with one another. In the event that a conflict or ambiguity arises in the interpretation of this purchase order, said conflict or ambiguity shall be resolved in accordance with the following order of precedence, with the first listed item having a higher precedence than later listed items: (a) provisions required by statute, regulation or Government contract; (b) typed purchase order form; (c) this terms and conditions document; (d) statement of work; (e) specifications; and (f) drawing(s).

30. SURVIVAL - The following clauses of this Order, 7, 8, 16, 17, 20, 21, 22 and all other clauses, if any, providing for indemnification of or protection against liability of the Buyer, shall take precedence over any other provision of the purchase order to the contrary, and shall survive termination, cancellation or expiration of the purchase order.

31. REMOVAL/SUBSTITUTION/TERMINATION OF CONTRACTOR PERSONNEL - (a) From time to time, for often unforeseeable reasons, the contractual requirements of the Buyer may require termination of one or more contract labor personnel. In such event, Buyer will give a five (5) day prior written notice for each individual affected to the Contractor.

(b) Prior to the placement of any contract labor personnel pursuant to this purchase order, Buyer reserves the right to interview and approve any Contractor personnel/employee(s) that the Contractor intends to utilize to fulfill the Buyer's requirements under this purchase order. Contractor shall not assign contract labor personnel to any effort called for by this purchase order if the Buyer disapproves such personnel following its interview. Buyer reserves the right to request the immediate removal and/or replacement of any contract labor personnel who, in the opinion of Buyer's designated representative are not considered to be suitable for the effort in question, or who lack the qualifications to perform in accordance with the purchase order requirements. In such event, the Contractor shall promptly replace the individual whose removal has been requested with an appropriately qualified individual acceptable to the Buyer.

(c) From time to time, for sometimes unforeseeable reasons, contract labor personnel may have to be replaced by the contractor

TERMS AND CONDITIONS – Contract Labor

for the convenience of the contractor or its employee. In such event, substituted personnel shall be of equal or superior qualifications to the individual replaced, and such substitute personnel shall, if feasible, overlap the person they will replace in order to effect a smooth transition of job responsibilities. Any substitution(s) of personnel by the contractor which interrupt the flow of operations at Buyer or which are not of equal or superior qualifications to the person replaced shall, in the sole discretion of the Buyer, be justifiable cause for termination of this purchase order for default.

32. RELEASE OF CONTRACTOR'S EMPLOYEES - Contractor agrees that any Contractor restrictions regarding Buyer's employment of personnel furnished to Buyer during the term of this purchase order will be waived upon Buyer's request and Contractor will release, effective as of the date of Buyer's request, such personnel from any covenants in their individual employment agreements which prohibit for any specified period of time their subsequent employment in any manner by Buyer. No employment fee shall be assessed for release of employees.

33. ENTIRE AGREEMENT - This purchase order, including attachments and documents incorporated herein by reference, constitutes the entire agreement between Buyer and Contractor, and supersedes all prior representations, agreements, understandings, and communications between Buyer and Contractor. No amendment or modification of this purchase order shall be binding upon either party unless it is set forth in a written instrument signed by authorized representatives of both Buyer and Contractor. The rights and remedies afforded to either party pursuant to any part or provision of this purchase order are in addition to any other rights and remedies afforded by other parts or provisions of this purchase order, by law, or otherwise.

34. EXPORT RELATED REQUIREMENTS – (a) Export Compliance. Contractor is advised that its performance of this purchase 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 – 2796 (Arms Export Control Act) and 22 Code of Federal Regulations 120-130 (International Traffic in Arms Regulations) or 50 United States Code 2401 – 2420 (Export Administration Act) 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"). Contractor represents and warrants that it, and any of its employees who will perform under this purchase order, is a U.S. Person as that term is defined in the Export Laws and Regulations. Contractor shall comply with any and all Export Laws and Regulations, and any license(s) issued thereunder.

(b) Foreign Personnel/Persons. Contractor shall not give any Foreign Person (including Contractor's own non-U.S. employees or affiliates) access to Technical Data, software or Defense Articles, or provide an unauthorized Defense Service as those terms are defined in the applicable Export Laws and Regulations without the prior written consent of Buyer. Any request for such consent must state the intended recipient's citizenship(s), and status under 8 U.S.C. 1101 and 8 U.S.C. 1324 (the "Immigration and Naturalization Act"), and such other information as Buyer may reasonably request. No consent granted by Buyer in response to Contractor's request under this paragraph (b) shall relieve Contractor of its obligations to comply with the provisions of paragraph (a) or the Export Laws and Regulations, nor shall any such consent constitute a waiver of the requirements of paragraph (a), nor constitute consent for Contractor to violate any provision of the Export Laws and Regulations.

(c) Indemnification. Contractor 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 Contractor's failure to comply with the provisions of this clause and breach of the warranty set forth in paragraph (a). Any failure of Contractor to comply with the requirements or any breach of the warranty contained in this clause shall be a material breach of this purchase order.

35. CONTRACTOR CERTIFICATION - Contractor certifies that the personnel supplied under this purchase order is an employee of the

Contractor and that the Contractor will properly file all reports and will meet all employment obligations respecting them, including, but not limited to withholding and paying applicable income and employment taxes, unemployment compensation, workers compensation, and the payment of overtime premiums, as well as all other applicable labor and employment laws. During the performance period under this purchase order, Contractor shall indemnify and hold Buyer harmless against any and all liability imposed or claimed, including attorney's fee and other legal expenses, arising directly or indirectly from any failure of Contractor to file reports and/or to meet Contractor's obligations as set forth herein.

36. BACKGROUND INVESTIGATIONS - Prior to and as a condition for providing services for Buyer pursuant to a purchase order, Contractor shall certify, by executing Buyer Contract Labor/service Personnel Background Investigation form, or equivalent, that the contract labor personnel have successfully passed a background investigation which includes, the criteria contained in Buyer Contract Labor/service Personnel Background Investigation requirements.

37. NON-WAIVER AND REMEDIES - Failure of Buyer to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder.

38. SPECIALTY METALS – Specialty metals incorporated in articles delivered to Buyer must comply with the requirements of this clause. The following articles are specifically exempt:

Circuit Card Assemblies (CCAs) and components designed or intended for use on CCAs or substrates, such as diodes, capacitors, resistors, transistors and integrated circuits; however, assemblies and components are not exempt if they incorporate high performance magnets (samarium cobalt).

Any other waivers, Domestic Non-Availability Determinations, deviations, or other forms of exemption from this requirement do not apply to this purchase order, unless otherwise stated in the Purchase Order Line Item Material Details text.

(a) *Definitions.* As used in this clause—

(1) "Qualifying country" means any country listed in subsection 225.003 of the Defense Federal Acquisition Regulation Supplement.

(2) "Specialty metals" means—

(i) Steel—

(A) With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or

(B) Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, columbium, molybdenum, nickel, titanium, tungsten, or vanadium;

(ii) Metal alloys consisting of nickel, iron-nickel, and cobalt base alloys containing a total of other alloying metals (except iron) in excess of 10 percent;

(iii) Titanium and titanium alloys; or

(iv) Zirconium and zirconium base alloys.

(b) Any specialty metals incorporated in articles delivered under this contract shall be melted in the United States or its outlying areas.

(c) This clause does not apply to specialty metals melted in a qualifying country or incorporated in an article manufactured in a qualifying country.

(d) The Supplier shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including commercial subcontracts, for items containing specialty metals.

39. STANDARDS OF SERVICES – All services hereunder shall be performed by employees or agents of Contractor who are experienced and highly skilled in their professions and in accordance with the highest standards of workmanship in their profession. Contractor shall not change or transfer such employees once assigned except for good cause. Buyer shall have the right to request and have replaced any personnel who fail to perform to Buyer's satisfaction.

TERMS AND CONDITIONS – Contract Labor

40. FEDERAL ACQUISITION REGULATION (FAR), DEPARTMENT OF DEFENSE (DOD) FAR SUPPLEMENT (DFARS) - In the event that services to be performed by the Contractor involve contracts on which Buyer is a Government prime contractor or subcontracts awarded to Buyer pursuant to a Government prime contract, as indicated on the face sheet hereof, the following clauses set forth in the (FAR) and the (DFARS) as in effect on the date of this purchaser order are incorporated herein by reference. Where necessary to make the clauses applicable to this purchase order, "Contractor" shall mean "Contractor" as used throughout these terms and conditions, "Contracting Officer" shall mean "Buyer" and the "Government" shall mean "Buyer or the "Government" whenever appearing in the clauses, unless otherwise note. Seller shall include the following clauses in its lower-tier purchase orders as required. If any of the following FAR/DFARS clauses do not apply to a particular purchase order, such clauses are considered to be self-deleting.

a. All Orders

52.203-3	Gratuities
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
52.204-2	Security Requirements
52.211-5	Material Requirements
52.211-15	Defense Priority and Allocation Requirements
52.214-27	Price Reduction for Defective Cost or Pricing Data – Modifications – Sealed Bidding
52.215-10	Price Reduction for Defective Cost or Pricing Data
52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications
52.215-15	Pension Adjustment and Asset Reversions
52.215-18	Reversions or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions
52.215-19	Notification of Ownership Changes
52.215-20	Requirements for Cost or Pricing Data Other than Cost or Pricing Data
52.219-8	Utilization of Small Business Concerns
52.222-21	Prohibition of Segregated Facilities
52.222-22	Previous Contracts and Compliance Reports
52.222-26	Equal Opportunity
52.222-41	Service Contract Act of 1965
52.222-50	Combating Trafficking in Persons
52.225-1	Buy American Act – Balance of Payments Program - Supplies
52.225-3	Buy American Act – North American Free Trade Agreements – Israeli Trade Act – Balance of Payments Program
52.225-13	Restrictions on Certain Foreign Purchases
52.225-15	Sanctioned European Union Country End Products
52.227-10	Filing of Patent Applications - Classified Subject Matter
52.227-11	Patent Rights – Retention by the Contractor (Short Form)
52.227-12	Patent Rights – Retention by the Contractor (Long Form)
52.227-14	Rights in Data – General
52.229-3	Federal, State, and Local Taxes
52.233-3	Protest After Award
52.244-6	Subcontracts for Commercial Items
52.247-63	Preference for U.S. Flag Air Carriers
252.204-7000	Disclosure of Information
252.222-7000	Restrictions on Employment of Personnel

252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials
252.225-7001	Buy American Act and Balance of Payments Program
252.225-7013	Duty Free Entry
252.225-7028	Exclusionary Policies and Practices of Foreign Governments
252.225-7030	Restriction on Acquisition of Forgings
252.225-7036	Buy American Act – Free Trade Agreements– Balance of Payments Program
252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States
252.227-7013	Rights in Technical Data - Noncommercial Items (the term "Government" shall remain through this clause, the term "Contracting Officer" shall mean both "Contracting Officer and Buyer")
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (the term "Government" shall remain through this clause, the term "Contracting Officer" shall mean both "Contracting Officer and Buyer")
252.227-7016	Rights In Bid or Proposal Information
252.227-7019	Validation of Asserted Restrictions – Computer Software
252.227-7025	Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government
252.227-7030	Technical Data - Withholding of Payment
252.227-7037	Validation of Restrictive Markings on Technical Data
252.228-7001	Ground and Flight Risk
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles
252.231-7000	Supplemental Cost Principles
252.243-7001	Pricing of Contract Modifications
252.246-7001	Warranty of Data – Alternate I
252.246-7003	Notification of Potential Safety Issues

b. All Orders of \$3,000 or Greater

Reserved

c. All Orders of \$10,000 or Greater

52.222-20	Walsh-Healey Public Contracts Act
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans
52.222-36	Affirmative Action for Workers with Disabilities
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era
52.222-40	Notification of Employee Rights under the National Labor Relations Act

d. All Orders of \$25,000 or Greater (\$30,000 or Greater if Prime Contract dated on or after September 28, 2006)

52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment
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e. All Orders of \$100,000 or Greater

52.203-7	Anti-Kickback Procedures
52.203-11	Certification and Disclosure Regarding
52.215-2	Payments to Influence Certain Federal Transactions

TERMS AND CONDITIONS – Contract Labor

52.215-14	Audit and Records – Negotiation Integrity of Unit Prices
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation
52.223-13	Certification of Toxic Chemical Release Reporting
52.223-14	Toxic Chemical Release Reporting
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.248-1	Value Engineering
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies
252.249-7002	Notification of Anticipated Contract Termination or Reduction

f. All Orders of \$500,000 or Greater (\$550,000 or Greater if Prime Contract dated on or after September 28, 2006)

52.219-9	Small Business Subcontracting Plan
252.219-7003	Small Business Subcontracting Plan (DoD Contracts)

g. All Orders of \$500,000 or Greater (\$650,000 or Greater if Prime Contract dated on or after June 14, 2007)

52.230-2	Cost Accounting Standards
52.230-3	Disclosure and Consistency of Cost Accounting Practices
52.230-6	Administration of Cost Accounting Standards

h. All Orders of \$550,000 or Greater (\$650,000 or Greater if Prime Contract dated on or after September 28, 2006)

52.214-26	Audit and Records – Sealed Bidding
52.214-27	Price reduction for Defective Cost or Pricing Data – Modification – Sealed Bidding
52.215-10	Price Reduction for Defective Cost or Pricing Data
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications
52.215-12	Subcontractor Cost or Pricing Data
52.215-13	Subcontractor Cost or Pricing Data – Modifications
52.215-20	Requirements for Cost or Pricing Data Other Than Cost or Pricing Data

i. All Orders of \$1,000,000 or Greater

252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements
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j. All Orders of Greater than \$5 Million and Period of Performance of 120 days or Greater

52.203-13	Contractor Code of Business Ethics and Conduct
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