
ULTISAT INC.
STANDARD PURCHASE ORDER TERMS AND CONDITIONS

1. **GENERAL:** These Purchase Order ("Order") Terms and Conditions apply to the supplies ordered hereunder by "UltiSat, Inc.", on behalf of itself and its subsidiaries (to include Globecom Systems Inc., Globecom Services Maryland, LLC., Melat Networks Inc., and Speedcast Wireless, LLC.) which hereinafter shall be known as "Buyer." Acceptance of this Order/Agreement, by the "Supplier" which hereinafter shall be known as "Seller" for all supplies hereunder, whether by acknowledgment, shipment of supplies, or commencement of work is limited to the terms and conditions stated herein. The term "Supplies" means the articles ordered by Buyer and delivered by the Seller to Buyer. Any additions, deletions or differences in the terms proposed by Seller are objected to and hereby rejected unless the Buyer agrees otherwise in writing.
2. **ORDER OF PRECEDENCE:**
 - (a) All documents and clauses under this Order shall be read, to the extent practical so as to be consistent. In the event of any conflict or inconsistency herein, the order of precedence follows:
 1. The typed requirements on the face of this Order.
 2. These terms and conditions.
 3. The Statement of Work (excluding the Specifications), as applicable.
 4. The Specifications, as applicable.
 5. The Drawings, as applicable.
 6. The other documents, exhibits and attachments incorporated by reference.
 - (b) Seller has a duty to notify Buyer of any discrepancies under this clause prior to the start of any work under the Order.
3. **BEFORE PROCEEDING WITH THE WORK EFFORTS UNDER THIS ORDER/AGREEMENT:**

For all purposes under this Order/Agreement, before proceeding with the work efforts hereunder, the Seller shall review this Order in its entirety including any Buyer quality requirements associated with drawings, specifications or other documents referenced herein or already in Seller's possession, to verify the accuracy of all documents and any references to Seller's part number(s) for the Supplies hereunder. Seller shall immediately notify Buyer of any error or discrepancy whatsoever hereunder.
4. **CHANGES:**

Buyer reserves the right, by giving written notice, at any time, and without notice to the sureties, if any, to make changes within the general scope of this Order in any one of the following: (a) quantity; (b) delivery schedule; (c) technical requirements and descriptions; (d) designs or specifications; (e) statements of work or drawings; (f) data and documentation requirements (including adding new requirements for data and/or documentation which were not previously included in the Order but excluding adding new requirements for intellectual property rights which were not previously included in the Order); (f) method of shipment or packing; or (g) the place of inspection, delivery or acceptance or manner of delivery. Upon receipt of any such notice, Seller shall proceed promptly to make such changes in accordance with the terms of such notice. Seller shall deliver to Buyer, within fifteen (15) days from the date of receipt of the notice, a statement showing the effect of any such change in the cost of, or the time required for, performance of this Order, and an equitable adjustment, upward or downward, shall be negotiated by Buyer and Seller in the price or delivery schedule, or both, if so warranted and at any time prior to final payment under the Order.
5. **PRICE / PAYMENT / INVOICES:** Payments under this Order shall be made sixty (60) days after Buyer's receipt and acceptance of supplies or receipt of a proper invoice, whichever is later. Seller shall issue a separate invoice for each separate shipment. Each invoice shall, at a minimum, include: (i) the Order number; (ii) part numbers; (iii) quantities shipped; (iv) unit price; and (v) total price for each part/line item. No charges will be allowed for transportation, boxing, crating or other packaging or cartage charges unless set forth in this Order. Prices as specified under the Order are not subject to increase or decrease unless specifically authorized by Buyer by written amendment to this Order. All prices under this Order shall include, as applicable, federal, state, local taxes and duties, customs, export, and other similar fees associated with the manufacture and production of supplies under this Order. Buyer shall have the right to withhold payment of any invoiced amounts that are disputed in good faith until an agreement with respect to such disputed amounts.
6. **DELIVERY:**
 - (a) All items shall be delivered FCA origin, seller's shipping dock, in accordance with the INCOTERMS 2020 published by the International Chamber of Commerce.
 - (b) The supplies shall be delivered on or before the delivery date(s) set forth in the Order; time is of the essence, and Buyer's count will be accepted as conclusive on all shipments not accompanied by a packing slip under this Order.
 - (c) No charges will be allowed for freight, insurance, handling, demurrage or similar charges unless provided for in the applicable Order or otherwise agreed to in writing by Buyer.
 - (d) If delivery of supplies is not made in the quantities and at the times specified, or rendering of services is not completed at the times specified, Buyer reserves the right without liability, and in addition to its other rights and remedies under this Order or at law, to take the necessary action and invoke Clause 15 or 16 herein whichever is deemed appropriate by the Buyer hereunder.

(e) Seller shall comply with Buyer's transportation instructions. In the event that Seller does not use Seller's freight forwarder or express company and adds the freight costs to the Buyer's invoice, then Buyer will not be responsible for paying those costs.

7. QUALITY CONTROL AND INSPECTION, REJECTION AND ACCEPTANCE:

(a) Except as otherwise provided in this Order, Seller shall maintain an inspection and quality control system acceptable to Buyer to be performed on Products delivered under this Order. Buyer or Buyer's customer shall have the right to perform reviews and evaluations as reasonably necessary to ascertain Seller compliance with an inspection or quality control system that is acceptable. The right of review, whether exercised or not, does not relieve Seller of its obligations under this Order.

(b) All supplies and performance of Services under this Order shall be tested/inspected by Seller at its facility and are subject to final inspection at destination. Buyer reserves the right to reject and refuse acceptance of Supplies or Services hereunder which are not in accordance with the instructions and terms and conditions of this Order, specifications, drawings and data or Seller's warranties (expressed or implied). Any Supplies delivered to Buyer or performance of Services under this Order that do not meet the specifications and quality requirements will be returned to Seller for full credit, repair or replacement at Buyer's option and at Seller's risk and expense, including any packaging, handling, and transportation charges both ways. No repair or replacement of rejected Supplies shall be made unless specified by Buyer in writing to Seller. Title to rejected Supplies that are returned to Supplier shall transfer to Supplier upon such delivery.

(c) Buyer reserves the right at reasonable times throughout the performance of this Order and at the place or places of performance to inspect the work in progress to ensure Seller is making appropriate progress on the Order and to ensure quality control. To the extent that security requirements do not prohibit or limit access to Seller's facility, Seller shall provide reasonable cooperation to Buyer to allow Buyer to conduct such inspections. Buyer's rights as provided herein shall extend to Buyer's customer and Seller shall allow access to all work in progress to both Buyer and Buyer's customer, provided that Seller may require Buyer to accompany Buyer's customer on any such inspection visits.

(d) Transfer of title to Buyer of Supplies shall not constitute Buyer's Acceptance of such Supplies. Acceptance of all or any part of the Supplies under this Order shall not be deemed to be a waiver of Buyer's right either to cancel or to return at Seller's risk and expense all or any portion of the Supplies because of (i) failure of such Supplies to conform to the requirements of this Order; or (i) any defects, whatsoever, latent or patent in the Supplies; or (ii) any breach of warranty by Seller. Neither shall acceptance restrict Buyer from making any claim for damages, including manufacturing costs, for damage to materials or articles caused by improper boxing, crating or packing. Such rights shall be in addition to any other rights and remedies provided under this Order or at law.

8. PACKING / MARKING AND SHIPPING:

Unless otherwise specified in this Order, all supplies shall be packed, marked and shipped in accordance with best commercial practices to assure protection in shipment and storage, including adequate protective packaging; all packaging shall be at no additional charge under this Order. Any expense incurred by Buyer as a result of improper preservation, packaging, packing, marking or method of shipment shall be reimbursed by the Seller to Buyer. Shipments under this Order shall be made in accordance with Buyer's specific shipping instructions. All supporting documents will bear the assigned Order number and Seller shall enclose a packing memorandum with each shipment. When more than one package is shipped, Seller shall identify the package containing the memorandum and shall mark the Buyer's Order number on all packages and shipping papers. Shipping and routing instructions may be altered as mutually agreed to by the parties in writing. All shipments of multiple supplies and shipping containers shall be identified with the proper markings, i.e., one of five, etc.

9. RIGHT TO AUDIT:

This paragraph applies if amount(s) payable to Seller hereunder are based upon formulae involving actual time worked, material costs, factory invoicing, shipping methods or similar mutually agreed upon pricing arrangements which result in variable amounts payable by Buyer. Seller shall maintain complete legible and accurate records of all hours worked, and all costs incurred in the performance of this Order for five (5) years from the date of shipment. Buyer shall have the right through its designated independent representatives to examine and audit at all reasonable times, all such records and accounts as may, under recognized accounting practices, contain information bearing upon the amount payable to Seller thereunder. In the event of any discrepancies between amounts charged to Buyer by Seller and amounts that should have been charged in accordance with the audit report, Seller shall, within fifteen (15) days after claim by Buyer, refund to Buyer any amounts previously paid which are in excess of the amounts that should have been paid in accordance with the audit report. In the event any such report results in an overpayment by Seller of five percent (5%) or more of the total amount paid under this Order, Seller shall be liable to Buyer for the cost of the audit.

10. LICENSES:

No license, express or implied, of any patent, copyright, trademark or other intellectual property is granted by Buyer to Seller or any lower-tier supplier or subcontractor unless specifically identified in the Order. Buyer shall obtain such licenses or other rights in intellectual property as are identified on the Order. If this Order is for delivery of items to a U.S. Government end user, Seller shall identify to Buyer at the time of Order any items (including without limitation data items or operation and maintenance manuals) that will be delivered with limited rights.

11. RELATIONSHIP:

Neither Seller, its lower-tier suppliers or subcontractors, nor the employees or agents of any of them, shall be deemed to be Buyer's employees or agents, it being understood that Seller and its suppliers or subcontractors are independent contractors for all purposes and at all times. Seller shall be solely responsible for the method, means, and manner of providing the supplies hereunder and for the withholding of all federal, state and local income and other payroll taxes and provision of worker's compensation or other insurances with respect to its employees, as required by law.

12. RIGHT OF ENTRY:

If Seller is required to enter Buyer premises in connection with activities related to this Order, Seller's rights of entry shall be subject to Buyer's advance written or verbal approval. Seller, its employees and agents, shall comply with all Buyer rules and regulations regarding entry, safety, and security, including specific requirements relating to access to or use of Buyer's computer networks, while on Buyer premises. Seller shall indemnify, defend, and hold harmless Buyer, its directors, officers, employees, and agents from and against any and all claims, losses, costs, damages, or expenses of any kind for damage to property and injuries (including death) to any persons, including without limitation Seller's employees or agents, caused by or arising from Seller's, its employees' or agents' acts or failures to act while on Buyer premises.

13. CONFIDENTIALITY / PROPRIETARY INFORMATION:

(a) Seller shall secure written approval from Buyer before any use of specifications, records, drawings, data, computer programs, program documentation, tools, materials provided by Buyer or Buyer owned property, as applicable, or any other property or technical information relating to this Order (other than that relating to Seller's own standard commercial terms) are re-released, other than to employees of Seller requiring such information for performance under this Order.

(b) Any of the information described above which is furnished by Buyer under or in contemplation of an Order shall be considered confidential information for performance under this Order. Any of the information described above which is furnished by Buyer to Seller under or in contemplation of an Order shall remain Buyer's property, and unless this information (i) is in the public domain or (ii) was previously known to Seller free of any obligation to keep it confidential such information shall be kept confidential by Seller, shall not be copied and shall (in the absence of a written mutual Order for its use for other purposes) be used only for the purpose of this Order, and if in written graphic or other tangible form, shall be destroyed (and so certified) or returned to Buyer at its request.

14. STOP WORK ORDER:

Buyer may at any time, by written notice to Seller, direct Seller to stop all or any part of the work called for under this Order by issuing a written notice ("Stop Work Order") to Seller. Upon receipt of the Stop Work Order, Seller shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to Seller, or within any extension of that period to which the parties have agreed, Buyer shall either cancel the Stop Work Order, or terminate the work covered by the Stop Work Order in accordance with Clause 15 or 16 of this Order, whichever may be appropriate. Seller shall resume work upon cancellation or expiration of any Stop Work Order. If the Stop Work Order results in an increase or decrease in the time required for or the Seller's cost of the performance of this Order, an equitable adjustment shall be made in the delivery schedule or prices hereunder, or both, and this Order shall be modified in writing accordingly. Seller shall provide Buyer with a claim for equitable adjustment within thirty (30) days of cancellation or termination of the Stop Work Order. Any claim not made within such thirty (30) day period shall be waived by Seller. Buyer shall make its best efforts to settle such claim within ninety (90) days of receipt of the claim from the Seller. Seller shall bear the burden of proof to establish any additional costs and/or time required as a result of the Stop Work Order, and Seller shall provide Buyer with all reasonably required information for Buyer's evaluation of Seller's claim for equitable adjustment.

15. TERMINATION FOR CONVENIENCE:

(a) Work under this Order may be terminated in whole or from time to time in part for its convenience by Buyer at any time, by written notice to Seller, whereupon Seller will stop work on the date and to the extent specified in the notice and terminate all lower-tier supplier(s) or subcontractor(s) orders to the extent they relate to the terminated work. Seller will promptly advise Buyer of the quantities of applicable work and material on hand or purchased prior to said termination and the most favorable disposition that Buyer and Seller can make thereof. Seller will comply with Buyer's instructions regarding transfer and disposition of title to the possession of such work and material.

(b) Within thirty (30) days after receipt of notice of termination, Seller will submit all claims resulting from such termination. Buyer shall have the right to audit such claims at any reasonable time or times by inspecting and auditing Seller's records, facilities, work or materials relating to this Order. Buyer will pay Seller the price for finished work accepted by Buyer. In addition, for non-commercial-off-the-shelf items, Buyer will pay Seller the cost of work in process allocable to the terminated work, in accordance with generally accepted accounting principles, less the agreed value of any work in process used or sold by Seller with Buyer's consent and less the cost of any defective or destroyed work in process. Notwithstanding the above, payments made under this Article shall not exceed the aggregate price specified in this Order less any payments previously made. Further, the amount of termination claim shall be reduced on any portion related to costs for work in process to reflect on a pro rata basis, any projected loss on the entire Order had it been completed in its entirety.

(c) Upon termination of this Order, and for any reason whatsoever, Buyer shall not be liable or obligated to Seller with

respect to any payments associated with special, collateral, exemplary, indirect, incidental or consequential damages (Including without limitation, loss of goodwill, loss of profits or revenues, loss of savings, loss of use, interruptions of business and claims of customers), indemnification or other compensation regarding such termination, irrespective of whether such obligations or liabilities may be contemplated in the law of New York or elsewhere and Seller hereby waives and relinquishes any rights pursuant to law or otherwise to any such payments, indemnification or compensation.

16. TERMINATION FOR DEFAULT:

- (a) Buyer may, by written notice to Seller, terminate the whole or any part of this Order if:
 - i. Seller fails to make any delivery of the supplies within the time specified; or
 - ii. Seller fails to perform any provision of this Order, or so fails to make progress as to endanger performance of this Order in accordance with its terms; or
 - iii. Seller repudiates this Order or commits an anticipatory breach thereof; or
 - iv. Seller becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors.
- (b) Buyer may procure, upon such terms and in such manner as Buyer may deem appropriate, supplies similar to the supplies so terminated and Seller shall be liable to Buyer for any excess costs of such similar supplies.
- (c) Seller shall continue performance of this Order to the extent not terminated.
- (d) Upon request from Buyer, Seller shall transfer title and deliver to Buyer, in the manner and to the extent requested by Buyer, (i) completed supplies, and (ii) partially completed supplies, materials, parts, tools, dies, patterns, jigs, fixtures, plans, drawings, information and Order rights (hereinafter called "manufacturing materials"), produced or acquired for the performance of the terminated part of this Order. Buyer will pay Seller the price set forth in the Order for any completed supplies delivered to and accepted by Buyer, and the fair value of any manufacturing materials delivered and accepted by Buyer; provided, however, that in no event will the amount payable by Buyer for any manufacturing materials exceed the Order price for the supplies for which the manufacturing materials have been produced or acquired multiplied by the percentage of completion of such supplies that is representative by such manufacturing materials.

17. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS:

Seller hereby acknowledges and agrees to comply with all laws and regulations applicable to this Order, including, but not limited to the laws related to export control, including the U.S. Department of Commerce Export Administration Regulations (EAR), the U.S. Department of State International Traffic in Arms Regulations (ITAR), and the U.S. Department of Treasury Office of Foreign Assets Control (OFAC) regulations. Seller hereby warrants that no materials included in the supplies will be sourced from countries where the U.S. Government has established embargoes. Seller shall cooperate with Buyer in Buyer complying with its export control obligations, including without limitation by providing export control classification numbers and copies of applicable export classification determinations for the supplies upon request. Seller shall also comply with Buyer's Code of Conduct policy.

18. EXPORT COMPLIANCE:

Seller agrees that it will comply with the import and export laws and regulations of the United States of America and the import and export laws of any other country where applicable to the transaction. Specifically, Seller will provide for each item listed in the Purchase Order, as appropriate: (i) the International Traffic in Arms Regulations (ITAR) U.S. Munitions List classification; (ii) the Export Administration Regulations Export Classification Control Number (ECCN); and (iii) the United States Census Bureau, Foreign Trade Division Schedule B number. Upon request, Seller will complete Buyer's product classification form and promptly return the form to Buyer. Seller understands and acknowledges that Buyer, and its contractors and agents, may rely on the information provided by Seller to make a determination whether any U.S. or foreign export or import license is required for each item listed in the Purchase Order. Seller will be fully responsible for the accuracy and completeness of import and export documentation provided to Buyer and other communications to Buyer undertaken in performance of this Purchase Order, including documentation required for the import or export of any materials, software, or technical data used in the production or manufacture of the Goods and of any documents prepared by Seller's employees, contractors, agents and brokers. Seller shall indemnify and hold Buyer harmless from all claims, damages and related expenses (including reasonable attorneys' fees) incurred by Buyer that result from Seller's breach of this provision.

19. OCCUPATION, SAFETY AND HEALTH LAWS:

The supplies to be delivered under this Order, including but not limited to any ozone depleting type substances, must conform to all applicable Federal, State or Local laws, ordinances and regulations relating to safety and health, including without limitation the Occupational Safety and Health Act of 1970, which apply specifically to the performance of Services and/or the supplies to be delivered. If the specifications set forth in this Order are at variance with the requirements of such laws, ordinances or regulations, Seller must obtain Buyer's written waiver of either the conflicting specifications or Seller's obligation to deliver an item which conforms to the requirements of such laws, ordinances, or regulations. The Seller shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Seller is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if requested. For items shipped to a location other than Globecom, Seller shall provide one copy of each MSDS in or on each shipping container and concurrently submit one copy of each MSDS to Globecom. If affixed to the outside of each container, the MSDSs must be placed in a weather resistant envelope.

20. DANGEROUS GOODS:

Hazardous Materials/Dangerous Goods must be prepared, labeled and shipped in accordance with the International Air Transport Association (IATA), Department of Transportation Regulations 49 CFR, Federal Aviation Administration (FAA) regulations, and all applicable international, federal, and state laws and regulations. Supplier agrees to provide, upon and as requested by Buyer, all reasonably necessary documentation to satisfy any applicable laws governing the use of any hazardous substances.

21. WARRANTY:

(a) In addition to all other express or implied warranties, Seller warrants that any supplies hereunder shall (i) be free from defects in material or workmanship; (ii) conform with the specifications and drawings, and any other requirements, under this Order; (iii) be in conformity with all other requirements of this Order; conform with industry standards and regulations; and (iv) be merchantable and fit for the ordinary purposes for which they are used or the purposes specifically identified by Buyer, if applicable.

(b) In the event any supplies do not conform with the warranty provided in paragraph (a) above, Seller shall, at Buyer's option and in the reasonable time set forth by Buyer, (i) repair the supplies to be in conformance with the warranty; (ii) replace the delivered supplies with supplies that conform to the warranty; or (iii) refund that portion of the purchase price paid by Buyer for the supplies that are not in conformance.

(c) The warranty provided herein shall remain in effect for a minimum of two (2) years after delivery of the supplies or for the length of any lower-tier supplier(s) or subcontractor(s) warranty period, whichever is greater. Seller shall assign to Buyer all manufacturer's warranties for Goods not manufactured by or for Seller and shall take all necessary steps as required by such third-party manufacturers to effect assignment of such warranties to Buyer.

(d) Seller shall be responsible for all transportation charges, freight, insurance, taxes, and duties, as applicable, in connection with any returned supplies.

(e) If Seller fails to promptly credit, repair or replace any rejected supplies, as directed by Buyer, Buyer may unilaterally (i) rescind this Order; (ii) accept the supplies at an equitable reduction to price or by set-off of any other Order with Seller; (iii) replace or repair such supplies and charge the Seller the cost occasioned Buyer, therefore.

(f) Any supplies corrected or furnished as replacement supplies shall from the date of such correction or replacement, be subject to these warranty provisions for the same period of time and to the same extent as supplies originally furnished under this Order.

The rights and remedies provided in this Article 21 are in addition to any other rights or remedies Buyer may have at law or in equity.

22. COUNTERFEIT PARTS/COUNTERFEIT WORK PROHIBITION:

(a) The Seller represents and warrants that only new and authentic components, subcomponents, parts, material, and supplies are procured, used, incorporated into, and/or delivered in performance of this order. No other material, part, or component other than a new and authentic part is to be used unless approved in advance in writing by Buyer.

(b) Seller agrees and shall ensure that counterfeit parts or counterfeit work are not delivered to Buyer or to Buyer's customer, and that the work contains no counterfeit parts or counterfeit work. The intentional or unintentional use, incorporation, or delivery of counterfeit parts or counterfeit work is strictly prohibited. This includes it being provided either as an end item deliverable or as a component or subcomponent of an end item deliverable under this subcontract/ purchase order/letter contract.

(c) Seller shall maintain a system or method of item traceability that ensures tracking of the supply chain back to the manufacturer of all assemblies and subassemblies being delivered per this order.

(d) Seller shall immediately notify Buyer in writing if it cannot purchase or acquire authentic components, subcomponents, parts, material, and supplies directly from the OCM/OEM or through an OCM/OEM authorized distributor chain.

(e) Seller shall also immediately notify Buyer in writing if it or its subcontractors at any tier cannot maintain tracking of the supply chain back to the OCM/OEM.

23. REPRESENTATIONS:

Seller represents and warrants that the representations and certifications it has submitted to Buyer are current and accurate. In the event that these representations and certifications change during the term of the Order, Seller shall update them within seventy-two (72) hours. Submission of knowingly false or misleading representations and certifications or a failure to timely update changed representations and certifications shall be grounds for Seller's immediate default.

23. GRANT OF RIGHTS:

a) Buyer will own all work including any work for hire created and/or performed by Seller hereunder including but not limited to documents, correspondence, plans, or other similar items created by Seller for Buyer and required to be delivered under this Agreement (the "Deliverables"), including all Intellectual Property Rights in the Deliverables.

b) Where Deliverables are composed of newly developed property in which Seller's pre-existing property (Seller Property) is embodied, Seller will grant to Buyer a non-exclusive, royalty-free license to utilize Seller Property, but only as embodied in the Deliverables or derivatives of the Deliverables. The license will include the right to use, copy, and sublicense Seller Property. In all other respects this Agreement will not affect Seller's prior ownership or rights in Seller Property. Unless stated otherwise in a P.O. or the Agreement, Seller's tools (whether software or hardware)

that may be used in providing services will remain the property of Seller and will not be considered to be Deliverables. Furthermore, any modifications to Seller's tools made by Seller will also remain the property of Seller, provided that the modifications (i) are made during Seller's own time, (ii) are not included in the Services being purchased, and (iii) do not incorporate Buyer's property.

c) Seller represents and warrants that (i) it has the right to convey title to the Deliverables and the related Intellectual Property Rights, and (ii) the creators of the Deliverables, including Workers, have waived in writing their moral, intellectual property and ownership rights in the Deliverables.

d) Limited License Grant - With respect to any Buyer Confidential Information (including proprietary information and intellectual property) provided by Buyer to Seller under this Agreement, Buyer grants to Seller the non-exclusive and non-transferable right to utilize such Buyer Confidential Information (including Intellectual Property Rights in such information).

24. PATENTS / DATA / INTELLECTUAL PROPERTY INDEMNIFICATION:

Seller, shall save and hold Buyer harmless from any claim, liability or suit of any nature, including, but not limited to attorney's fees, costs and expenses, arising from the manufacture, use or sale of the supplies except to the extent that any such liability or suit shall have arisen because of Seller's manufacture of articles made to Buyer's detail design. Buyer and Buyer's customers may duplicate, use, and disclose for any purpose whatsoever all technical data and computer software delivered under the Order unless Seller has provided Buyer specific limitations at the time of Order. Seller hereby grants to Buyer an irrevocable, nonexclusive, fully transferable and royalty-free license throughout the world to use, publish, translate, reproduce, deliver, perform, dispose of, and to authorize others so to do, all technical data and computer software delivered under this Order, whether or not now or hereafter covered by copyright. Seller shall defend at its own expense and shall indemnify Buyer against any request for royalty payments or any claim(s) for equitable relief or damages or other claim(s) or demand whatsoever against Buyer to the extent that such are based on allegations that the use or possession of any supplies infringes any patent, copyright or other intellectual property right of any third party (an "Infringement Claim"). Seller shall indemnify Buyer against any royalties, costs, damages and reasonable expenses whatsoever arising from an Infringement Claim. Seller hereby assigns to Buyer all rights, title and interest in and to all trademarks, copyrights, and other intellectual property rights in any material created for Buyer in connection with this Order. The obligations of this paragraph shall survive termination or completion of this Order.

25. INSURANCE:

Supplier represents and warrants to Buyer that it has in place with reputable insurers such insurance policies in coverage amounts that would be maintained by a prudent supplier of goods and services similar to those provided hereunder, including, as applicable, professional errors and omissions liability insurance and comprehensive commercial general liability insurance (including product liability coverage, all-risk contractor's equipment insurance, and automobile liability. Supplier will promptly deliver to Buyer, as and when requested, written proof of such insurance.

26. LIMITATION OF LIABILITY AND INDEMNIFICATION:

(a) Neither Buyer nor its employees, agents, officers, subsidiaries, successors and assigns or suppliers and/or subcontractors shall be liable for any claim arising directly or indirectly from the negligence or breach of this Order by the Seller or any amount due or payable from Seller to any employees, agents, subcontractors, or vendors of Seller.

(b) In no event shall Buyer be liable to Seller for any punitive, special, collateral, exemplary, indirect, incidental or consequential damages (including without limitation, loss of goodwill, loss of profits or revenues, loss of savings, loss of use, interruptions of business and claims of customers) whether such damages occur prior or subsequent to or are alleged as a result of, tortious conduct, negligence or breach of any of the provisions of this Order by Buyer, even if Buyer has been advised of the possibility of such damages.

(c) Seller shall indemnify, save and hold Buyer harmless from any and all losses, liabilities, damages, claims, demands, suits, actions, proceedings, subrogations and expenses including court costs and reasonable attorney's fees, costs and expenses, related in any way to this Order, or supplies delivered under this Order.

Exclusive Project Relationship - If Seller provides Buyer with a quotation for supplies and Deliverables in support of a Customer opportunity being primed by Buyer, the Seller agrees to work exclusively with Buyer with respect to such Customer opportunity until the earlier of (a) Buyer withdrawing from the Customer opportunity, or (b) the Customer choosing a party other than Buyer as the successful bidder.

26. WAIVER:

No right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party. No delay or failure on the part of Buyer in exercising any rights under this Order, and no partial or single exercise thereof, shall constitute a waiver of such rights or of any other rights hereunder. No waiver of any right of Buyer or any breach by Seller under this Order shall be effective unless such waiver is in a writing signed by Buyer, and no waiver in any one instance shall constitute a waiver of any future right or future breach of the same or any other provision.

27. ASSIGNMENT:

Neither this Order nor the rights, duties, interest or obligations therein may be delegated, assigned or otherwise transferred in any manner by Seller without the prior written consent of Buyer, which consent shall not be unreasonably

withheld. Any permitted assignment shall not relieve the Seller of any obligations with respect to any covenant, condition or obligation required to be performed by the Seller under this Order arising before the date on which such assignment is effective. In case of any assignment by Seller of the right to receive moneys due or to become due hereunder, Buyer will, at its option, make no further payments to Seller until Buyer is furnished reasonable proof that the assignment has been made; and Buyer may assert against the assignee any defense or claim that it is entitled to assert by law. Buyer may assign this Order by written notice to Seller and without Seller's approval. This Order shall ensure to the benefit of and be binding upon the parties and their respective legal personal representatives, heirs, executors, administrators, assigns or successors.

28. SEVERABILITY:

If any term or provision of this Order is held by any court or other competent authority to be void or illegal or unenforceable in whole or in part, such term or provision or part shall, to the extent possible, be re-written to be valid, legal and enforceable while maintaining the original intent of the Parties and, where such is not possible, the void, illegal or unenforceable portion shall be severed from this Order and the remaining portions of this Order shall remain in full force and effect.

29. EXCUSABLE DELAYS (Force Majeure):

Neither Party will be liable for non-delivery, failure to accept any of the Supplies, or any other impairment of performance hereunder in whole or in part caused by occurrence of any contingency beyond the reasonable control of such Party, including but not limited to war (whether an actual declaration thereof is made or not), terrorism, sabotage, insurrection, rebellion, riot or other act of civil disobedience, act of a public enemy, failure of or delay in transportation, act of any government or any agency or subdivision thereof, judicial action, labor dispute, fire, accident, explosion, epidemic quarantine, storm, flood, earthquake or other Act of God or shortage of labor, fuel, raw material, or machinery, provided the affected Party has exercised ordinary care in the prevention thereof. The Parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of this Order. In every case constituting an excusable delay, a written claim with adequate information and sufficient evidence supporting such claim shall be received by Buyer, within ten (10) days after each such act or occurrence. In the event of an Excusable Delay which exceeds or is reasonably anticipated to exceed thirty (30) days, Buyer may, in its sole and absolute discretion, terminate this Order and neither party shall have any further liability to the other, save for the liability of Buyer to pay for goods which are delivered and accepted by Buyer. This clause shall be applicable to delays arising from Seller's subcontractors and suppliers only to the extent that the cause was beyond the control of both the Seller and its subcontract or supplier.

30. GOVERNING LAW / SETTLEMENT OF DISPUTES:

This Order shall be governed, interpreted and construed in accordance with the laws of the State of Maryland without regard to the conflicts or choice of law provisions thereof. In the event that the parties cannot, after diligent, good-faith efforts, amicably settle any dispute arising under this Order, then said dispute shall be submitted to binding arbitration. Arbitration shall be in accordance with the Commercial rules of the American Arbitration Association before a three member arbitration panel located in the state of Maryland. The site of arbitration proceedings shall be determined by Buyer in any such proceeding. The three member arbitration panel shall be comprised of one panel member chosen by Seller, one panel member chosen by Buyer, and a third panel member shall be chosen by agreement between the other two panel members from a list of qualified arbitrators provided by the American Arbitration Association. Each party shall designate a panel member within thirty (30) days after the dispute is submitted to arbitration. If either party fails to designate a panel member or, the arbitration shall proceed with the one panel member designated acting alone. If the arbitrators appointed by the parties cannot agree on the third panel member, within seven (7) days, the third arbitrator shall be appointed by the American Arbitration Association.

The decision of the arbitrators shall be final and enforceable in any court of competent jurisdiction. The costs of arbitration shall be paid by the party or parties as determined by the arbitrators. Pending resolution of any dispute hereunder, Seller shall continue performance in accordance with the written direction of Buyer.

31. RISK OF LOSS:

In addition to all other Seller risks and liabilities (including indemnities offered by Seller) hereunder, Seller assumes the following risks: (i) all risks of loss or damage to all Supplies, work in progress materials and other things associated with this Order, until delivery thereof to Buyer and Buyer's acceptance thereof (whether or not any payment(s) have been made therefor or title has passed) except loss or damage resulting from the gross negligence of Buyer's officers, agents or employees acting within the scope of their employment; (ii) all risks of injury, loss or damage to third persons or their property until the delivery of all Supplies as herein provided; (iii) all risks of loss or damage to any property received by Seller or held by Seller or its supplier for the account of Buyer, including any assigned Buyer's property; and (iv) all risks of loss or damage to any Supplies or part thereof rejected by Buyer or as to which Buyer had revoked its acceptance, from the time of such rejection or revocation, except loss or damage resulting from the gross negligence of Buyer's officers, agents or employees acting within the scope of their employment.

32. REMEDIES / RIGHT OF SETOFF:

The remedies of Buyer under this Order are cumulative and are in addition to any other remedies provided by law under this Order. Buyer shall have the right to deduct or adjust against any amounts payable by Buyer to Seller under this Order

or any other agreements between Buyer and Seller any amounts Seller may owe to Buyer under this Order or otherwise.

33. TAXES:

The prices for the Supplies under this Order include all Federal, State and Local Taxes from which Seller cannot, or does not, obtain exemption. The amounts of any such taxes shall be shown separately on Seller's invoice as a condition of payment.

34. ACCESS TO EVALUATE WORK IN PROGRESS AND DATA:

Buyer and/or Buyer's customers shall be entitled to access at all reasonable times to the facilities where the Supplies under this Order are being manufactured or assembled and otherwise, where work required for this Order is being performed (the "Facilities"), for the purpose of evaluating and inspecting the Supplies, work in progress and Seller's progress in completion of this Order. Such access shall include the right to assign a representative on an itinerant or resident basis at the Facilities, the right to be present at and witness all tests performed on the Supplies, and free access to all areas essential to the performance of this Order including without limitation engineering, manufacturing, testing, packaging, and shipping. Seller shall make available to Buyer and/or its customers pertinent planning, status, and forecast information and such other technical and management reporting information as may be necessary for Buyer and/or its customers to exercise their rights hereunder.

35. ENTIRE AGREEMENT / AMENDMENTS:

This Order (consisting of the Purchase Order and these Terms and Conditions), any schedules attached to the Purchase Order, and all documents incorporated by reference, sets forth the entire agreement and understandings between the Parties as to the subject matter and terms and conditions contained herein and supersedes all prior agreements, commitments and understandings between the Parties, whether oral or written. Any different or additional terms proposed by Seller (including by inclusion in any conditional acceptance of the Order by Seller) are rejected and shall not form a part of this Order unless specifically accepted in writing by Buyer. This Order, including these terms and conditions, cannot be amended, altered or modified except by a writing duly signed by authorized representatives of both Parties.

36. HEADINGS:

Headings provided in these Terms and Conditions are included for the convenience of the Parties and shall not be deemed to define, limit or extend the scope or intent of any of the articles herein.