

AM General LLC
Standard Terms and Conditions for Purchase of Services

1. **Applicability of Terms and Conditions.** These Terms and Conditions for Purchase of Services (“**Terms and Conditions**”), any Purchase Order issued by Buyer in connection with these Terms and Conditions (“**Purchase Order**”), and any related Statement of Work (“**SOW**”) (collectively, this “**Order**”), establish and constitute the complete and exclusive agreement between AM General LLC (“**Buyer**”) and the party to whom this Order is addressed (“**Seller**”) with respect to the production, purchase, sale, delivery, and performance of the Services and the Deliverables.

2. **Acceptance.**

2.1 *Timing.* Seller accepts this Order and it becomes binding upon Seller upon the earliest date on which Seller (a) returns to Buyer an executed copy of one of the Purchase Documents, or (b) begins performance of the Services, regardless of whether or not Buyer has executed a Purchase Document.

2.2 *Different or Additional Terms; Precedence.* All terms and conditions which Seller attempts to add to this Order that are different from or in addition to this Order are expressly rejected by Buyer and shall not become a part of this Order. If there is conflict between a Purchase Document and these Terms and Conditions, (a) the applicable FAR and DFARS clauses incorporated by reference in these Terms and Conditions shall control over any other document; (b) the terms of the Purchase Document (excluding these Terms and Conditions and any document attached to or incorporated by reference in the Purchase Document) shall control over any other document except the applicable FAR and DFARS clauses incorporated by reference in these Terms and Conditions; and (c) these Terms and Conditions shall control over any document other than the applicable FAR and DFARS clauses incorporated by reference in these Terms and Conditions and the Purchase Document, including, without limitation, any statement of work attached to or incorporated by reference in the Purchase Document. The parties have agreed and it is their intent that the “battle of the forms” described in Section 2-207 of the Uniform Commercial Code will not apply to this Order or to any invoice or acceptance form of Seller relating to this Order.

3. **No Modification without Buyer’s Consent.** These Terms and Conditions may not be modified or amended without the written consent of Buyer’s Authorized Representative.

4. **Price; Payment Terms; Invoices.**

4.1 *Price.* Prices for the Services and Deliverables are fixed as specified in this Order and constitute the total price for the Services and Deliverables, including any materials, equipment and supplies utilized by Seller in connection with providing the Services and Deliverables. Seller represents and warrants to Buyer that the price charged to Buyer complies with all applicable governmental laws and regulations in effect at the time of quotation, sale, and delivery.

4.2 *Payment Terms.* Unless otherwise specified on the face of this Order, the payment period shall be “net 60” and calculated from the later of (a) the date of Buyer’s acceptance of an invoice submitted in accordance with Buyer’s policies; or (b) the date Buyer receives the Services. If a payment date falls on a non-business day, payment will be due on the following business day.

4.3 *Most Favored Customer Pricing.* Seller represents and warrants that the price of each and every Service and Deliverable has not exceeded, does not exceed, and will not exceed the contract price for the same or similar Service or Deliverable in any contract entered into between Seller and any third party during the three months prior to this Order and during the term of this Order.

5. **Timing of Performance and Delivery; No Subcontracting.** Performance of Services (and delivery of any Deliverables) must be made at the times specified in this Order. Time is of the essence in performing this Order. Should Seller experience or anticipate any delay in performing this Order Seller shall immediately notify Buyer of such delay, its expected duration and the reasons therefor. Neither such notification nor an acknowledgment by Buyer shall constitute a waiver of this Order's performance schedule. Seller will not subcontract any of its duties or obligations under this Order without the prior written approval of Buyer

6. **Quality.** Seller must comply with all quality standards, regulations and legal requirements associated with the Services and Deliverables, including any specified Customer requirements and the requirements of Buyer's "AM General Supplier Quality Manual" (formerly referred to as "Supplier Quality Guidelines Quality Assurance Requirements AM General FM1261-1"), available at <http://www.amgeneral.com/our-suppliers/military-programs-resources/>, which document is incorporated by reference in this Order. Seller's quality management system must meet the quality requirements of ISO 9001 or IATF16949 registered by an accredited third-party registrar or have a Buyer-approved plan to achieve registration or compliance.

7. **Compliance with Specifications; Inspection.**

7.1 *Compliance.* Seller shall comply with all drawings, specifications and other requirements cited in this Order or made part of this Order by reference. Unless a different issue is specified on the drawings or in this Order, the issue in effect as of the issuance of the Government solicitation or amendment thereof shall apply to this Order. No drawing changes may be made by Seller without Buyer's prior written approval. All Services and Deliverables are subject to Buyer's inspection and approval.

7.2 *Examination.* Seller shall make available for examination results of tests and inspection reports generated in connection with the Services and Deliverables if requested by Buyer and/or the Government. Inspection records of the examination and tests performed by Seller shall be kept available to Buyer and/or the Government for a period of four (4) years following completion of this Order.

8. **Material, Equipment, Tools and Facilities.**

8.1 *Requirements.* Unless otherwise stated in this Order, Seller shall supply all material, equipment, tools and facilities required to perform this Order.

8.2 *Buyer-Furnished Property.* Title to all property furnished to Seller by Buyer or specifically paid for by Buyer, or the cost of which is fully or substantially amortized in the price of the Services or Deliverables, and any replacement thereof (collectively, "**Buyer-Furnished Property**"), shall remain in and with Buyer with the right of possession in Buyer. All Buyer-Furnished Property, together with spoiled and surplus materials, shall be returned to Buyer at termination or completion of this Order unless Buyer shall direct otherwise in writing. Where Buyer's data, designs or other information are furnished to Seller's suppliers or Subcontractors for procurement of Services or Deliverables by Seller for use in the performance of this Order, Seller shall insert the substance of this provision in its subcontracts.

9. **Unilateral Amendments, Modifications, or Changes.**

9.1 *Buyer's Right to Amend, Modify or Change.* Buyer shall have the right at any time, by written direction of Buyer's Authorized Representative, to (a) suspend all or any portion of Seller's work; or (b) to make changes within the general scope of this Order that affect any one or more of the following: (i) the Statement of Work, description of Services, specifications, and drawings; (ii) the time of performance of Services and providing the Deliverables; and (iii) the amount of Buyer-Furnished Property or facilities.

9.2 *Price/Delivery Adjustment.* If any modification or change under Section 9.1 causes a change in the cost of, or the time required for, performance of this Order, Buyer shall make an equitable adjustment in the price or performance schedule or both, and Buyer shall modify this Order in writing accordingly. Any claim by Seller for such equitable adjustment must be made in writing within 10 days from the date of receipt of a written order from Buyer's Authorized Representative directing such a suspension or change. Buyer has the right to audit all relevant records, facilities, work or materials of Seller to verify any claim. Minor design changes will not result in price increases. If this Order is placed under a Government Prime Contract, the pricing of any equitable adjustment hereunder, or of any other adjustment under this Order, shall be in accordance with the cost principles enunciated in Part 31 of the FAR in effect on the effective date of this Order. Nothing in this Section 9, including any disagreement with Buyer as to any equitable adjustment, shall excuse Seller from proceeding with this Order as changed. Buyer shall pay Seller any undisputed amounts until such disagreement is resolved.

10. **Warranty.**

10.1 *Express Warranty.* Seller expressly warrants to Buyer, its successors, and Customers that:

- (A) the Services will (i) be performed in a good and workmanlike manner and in accordance with the highest professional standards and best practices in the industry, (ii) be sufficient to accomplish the results identified therefor by Buyer, consistent with any specifications and other requirements of Buyer, (iii) conform to all specifications, drawings, requirements, standards or other descriptions required under this Order, and (iv) be free from defects;
- (B) the Deliverables will (i) be sufficient to accomplish the results identified therefor by Buyer, consistent with any specifications and other requirements of Buyer, (ii) conform to all specifications, drawings, requirements, standards or other descriptions required under this Order, and (iii) be free from defects;
- (C) the Services will be performed in compliance with and the Deliverables will comply with all applicable laws, regulations, rules, ordinances, and codes; and
- (D) (i) the Services, (ii) the manufacture, use, sale, offer for sale, copying, modification, and/or creation of derivatives of the Deliverables, (iii) the incorporation into manufactured products of the Services and Deliverables, and (iv) the exercise of any rights granted or licensed by Seller to Buyer under this Order, will not infringe, misappropriate, dilute, or otherwise violate any patent, copyright, trademark, Intellectual Property, or other proprietary rights.

10.2 *Incorporation of other Warranties.* All warranties are in addition to any Customer-required warranties relating to the Services, Deliverables, and any products into which the Services or Deliverables are incorporated. All such Customer-required warranties are incorporated by reference in this Order. The warranties provided hereunder are in addition to all other warranties, express, implied or statutory, and will survive Buyer's inspection, test, delivery, acceptance, use and payment of and for the Services and Deliverables, and inure to the benefit of Buyer, its successors and assigns, and Buyer's Customers and the users of Buyer's or its Customer's products. Seller may not limit or disclaim any warranties.

10.3 *Defense of Warranty Claims.* To mitigate its damages, Buyer may, at its option, defend any claim that any Services or Deliverables supplied by Seller are defective, in breach of warranty, or otherwise do not meet applicable legal or contractual requirements. Because Buyer's Customer(s) may attempt to hold Buyer responsible for problems caused in whole or in part by Seller, Seller and Buyer agree that this defense is in the interest of both Seller and Buyer. Seller waives the right to argue that the

fact that Buyer took any position in the defense of any claim in any way limits Buyer's right to assert a claim against Seller relating to such claim, this Order, the Services, or the Deliverables.

11. **Intellectual Property.**

11.1 *Ownership of Background Intellectual Property.* Each Party shall retain ownership of its Background Intellectual Property.

11.2 *Ownership of Newly Developed Intellectual Property.* Buyer shall own any and all Intellectual Property invented, authored, modified, or developed by Seller, in whole or in part, and alone or with others, in the performance of this Order and/or the Services, and Seller shall (i) execute and deliver to Buyer all documents necessary to perfect Buyer's title in such Intellectual Property, including, but not limited to, assignments of all right, title, and interest Seller may have in such Intellectual Property; (ii) obligate Seller's employees and/or contractors involved in the invention, authorship, or development of such Intellectual Property to execute all documents necessary to perfect Buyer's title in such Intellectual Property, including, but not limited to, inventor's declarations and assignments of all right, title, and interest such employees and/or contractors may have in such Intellectual Property; and (iii) obtain and deliver to Buyer all such executed documents as set forth in section (ii) above.

11.3 *Licenses.* Seller hereby grants the United States Government any and all rights in, to and under all of Seller's Intellectual Property that are required by the FAR and/or DFAR clauses set forth in the Prime Contract relating to this Order or which are otherwise required by Buyer's contracts relating to this Order with Buyer's Customer. If Seller incorporates into the Deliverables or utilizes any third party Intellectual Property in connection with performing the Services, Seller, representing and warranting that it has the right to do so, (a) hereby grants Buyer a nonexclusive, royalty-free, irrevocable, worldwide right and license, with the right to grant sublicenses, to use such third party Intellectual Property in connection with Seller's vehicle programs, and, (b) further hereby grants the United States Government any and all rights in, to and under all such third party Intellectual Property that are required by the FAR and/or DFAR clauses set forth in the Prime Contract relating to this Order or which are otherwise required by Buyer's contracts relating to this Order with Buyer's Government Customer.

11.4 *Buyer's Right to Use Deliverables.* Notwithstanding anything to the contrary in these Terms and Conditions or this Order, Seller agrees that Buyer has the complete and unfettered right to make, use, sell, offer for sale, copy, modify, and create derivatives of the Deliverables, and to license third parties to make, use, sell, offer for sale, copy, modify, and/or create derivatives of the Deliverables. Seller agrees and covenants that it will not bring any claim or cause of action against Buyer, its Customers, or its licensees (a) seeking to enjoin or otherwise restrict the manufacture, use, sale, offer for sale, copying, modification, and/or creation of derivatives of the Deliverables by Buyer, its customers, or its licensees, or (b) seeking any royalty, fee, damages, or other compensation from Buyer, its customers, or its licensees based on the manufacture, use, sale, offer for sale, copying, modification, and/or creation of derivatives of the Deliverables.

11.5 *Additional Remedy for Injunction.* If (a) the Services, (b) the manufacture, use, sale, offer for sale, copying, modification, and/or creation of derivatives of the Deliverables, (c) the incorporation into products of the Services or Deliverables, or (d) the exercise of any rights granted or licensed to by Seller to Buyer under this Order, is enjoined on the basis that the activities set forth in the preceding clauses (a)-(d) infringe, misappropriate, dilute, or otherwise violate any patent, copyright, trademark, Intellectual Property, or other proprietary rights, Seller at no expense to Buyer or Buyer's Customer, shall obtain for Buyer and Buyer's Customers the right to engage in the activities set forth in the preceding clauses (a)-(d).

12. **Proprietary Information.**

12.1 *Existing NDA Governs.* If a proprietary information, mutual confidentiality, or non-disclosure agreement (“**NDA**”) exists between Buyer and Seller covering the Goods, Services, or this Order, the term of such NDA shall be and is hereby extended if necessary to be co-terminus with this Order, and such NDA is incorporated herein by reference and shall govern the use and disclosure of Proprietary Information hereunder.

12.2 *No NDA.* In the event no NDA covering the Services or this Order exists between Buyer and Seller, or such NDA does not already include the following terms, the following terms shall apply:

- (A) *Marking.* A party disclosing Proprietary Information (“**Disclosing Party**”) shall mark or otherwise designate as “proprietary” or “confidential” any written or electronic information that it discloses to a party receiving Proprietary Information (“**Receiving Party**”) under this Agreement. Any Proprietary Information that is disclosed orally shall be treated as Proprietary Information for purposes of this Agreement if (i) it is contemporaneously identified by Disclosing Party to Receiving Party as such, and (ii) Disclosing Party gives written notice to Receiving Party within 10 days of the disclosure.
- (B) *Confidentiality.* Proprietary Information provided by Buyer to Seller shall be kept confidential by Seller, whether or not designated as Proprietary Information, and Seller will not disclose or use, directly or indirectly, such Proprietary Information for the benefit of Seller or any other third party without Buyer’s prior written consent and only as required for performance of this Order, except as provided in Section 12.1. Information, including but not limited to technical information, drawings, and data, submitted at any time by Seller to Buyer relating to Goods or Services covered by this Order or Seller’s business are not deemed to be Proprietary Information unless otherwise specifically agreed to in a writing signed by Buyer. Any restrictive markings affixed upon any such information furnished to Buyer shall be of no force or effect, may be modified, removed or ignored by Buyer without any liability to Seller, and may be used by Buyer in any way in the conduct of its business. Seller’s sole rights with respect to use of such information by Buyer, its successors, subsidiaries, licensees, affiliates, or parents shall be determined only by valid pre-existing patent rights of Seller as related to the manufacture, use or sale of Goods covered by this Order. Seller agrees to promptly notify Buyer of any pre-existing patents or any other form of protection that Seller holds or knows that relates to the Goods to be provided under this Order.
- (C) *No Restriction on Reporting Fraud, Waste, or Abuse.* Receiving Party understands that, as provided in the Defend Trade Secrets Act of 2016 (“**DTSA**”), Receiving Party shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (i) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Furthermore, under the DTSA, nothing in this Agreement prohibits Receiving Party from disclosing a company trade secret to Receiving Party’s attorney, or from using trade secret

information in a court proceeding in which Receiving Party makes a claim against Disclosing Party for retaliation based on reporting a suspected violation of law, provided that: (A) Receiving Party files under seal any document containing a trade secret; and (B) Receiving Party does not disclose a trade secret, except pursuant to court order. Receiving Party also understands that nothing in this Agreement prohibits or otherwise restricts Receiving Party from: (1) lawfully reporting or seeking to report waste, fraud, or abuse to a designated investigative or law enforcement representative of a U.S. Government department or agency authorized to receive such information; or (2) communicating with any federal, state, or local governmental agency, or participating in an investigation by any such agency. Nothing in this Agreement requires Receiving Party to notify or seek approval from Disclosing Party at any time regarding activities described in this provision.

13. **Indemnification, Defense, and Hold Harmless.**

13.1 *Indemnification, Defense, and Hold Harmless by Seller.* Seller covenants and agrees to indemnify, defend and hold harmless Buyer and its affiliates and subsidiaries, and their respective Customers (including the U.S. Government), members, directors, officers, employees and agents (the “Indemnitees”), from and against any and all claims, liabilities, damages, settlements, judgments, losses, penalties, costs and expenses (including, without limitation, actual attorneys’ fees, costs of experts and consultants) that are related to or arise out of:

- (A) the Services, Seller’s performance of the Services, the Deliverables, Buyer’s use of the Services or Deliverables, or Buyer’s exercise of any rights granted or licensed by Seller to Buyer under this Order;
- (B) Seller’s breach of this Order, including, without limitation, Seller’s failure to perform the Services or its obligations under this Order, or Seller’s breach or alleged breach of Seller’s representations and warranties;
- (C) noncompliance by one of Seller’s subcontractors (“**Subcontractor**”) with any requirement imposed on such Subcontractor under this Order; or
- (D) any act or omission of Seller or Seller’s Subcontractor, whether or not such act or omission was or was not intentional or negligent.

13.2 *Buyer’s Designs.* Seller’s indemnification obligations will apply even if Buyer or Buyer’s Customer furnishes all or a portion of the specifications or designs for the Services or Deliverables.

14. **Remedies; No Waiver.** In addition to any rights and remedies of Buyer set forth in this Order, Seller agrees that Buyer is entitled to seek any and all remedies available to it at law and in equity (including, without limitation, specific performance) for any claims, liabilities, damages, settlements, judgments, losses, penalties, costs and expenses (including, without limitation, actual attorneys’ fees, costs of experts and consultants) that are related to or arise out of (a) Seller’s performance of or failure to perform the Services or its obligations under this order; (b) the Deliverables; (c) any breach by Seller of this Order; or (d) Buyer’s exercise of any rights granted or licensed by Seller to Buyer under this Order. No payment, inspection, acceptance, or other action by Buyer constitutes a waiver of any right or remedy available to Buyer, or relieves Seller of any of its obligations under this Order, including, without limitation, the obligation to perform and provide conforming Services and Deliverables, any warranty obligation, or any indemnification obligation.

15. **Insurance.** Seller will maintain insurance coverage with carriers acceptable to Buyer and in the following amounts: Comprehensive General Liability/Product Liability of not less than combined single limits of \$5 million and Professional Liability/Error & Omission of not less than combined single limits of \$5 million. All such insurance coverage will name Buyer as loss payee and as an additional insured. Seller will furnish to Buyer certificates of insurance and additional insured endorsements setting forth the amount of coverage, policy number and date(s) of expiration and otherwise showing compliance with the insurance requirements hereunder prior to Seller performing work under this Order. All such certificates of insurance and endorsements must not be subject to cancellation, material alteration, or reduction in the amount or scope of coverage except after thirty (30) days prior written notice by the insurer via certified mail to the additional insured. The Seller's policies must contain a provision by the respective insurers waiving the right of such insurers to subrogation.

16. **Termination for Default.**

16.1 *Buyer's Right to Terminate for Default.* Buyer has the right to immediately terminate all or any part of this Order, without any liability to Seller, Seller's Subcontractors, Seller's suppliers, or otherwise if: (a) Seller repudiates, breaches, or threatens to repudiate or breach any of the terms of this Order; (b) Seller conditions the continued performance of its obligations under this Order on Buyer's agreement to modify the terms of this Order; or (c) Seller fails to make progress so as to endanger timely performance of this Order.

16.2 *Cessation of Services; Transfer of Deliverables and Buyer-Furnished Property.* Immediately upon termination of this Order pursuant to this Section 16, Seller shall, unless otherwise directed in writing by Buyer, (a) immediately terminate all work under this Order and immediately inform all subcontractors to cease work pursuant to this Order; (b) transfer the title to and deliver to Buyer, as directed by Buyer, any completed or partially completed Deliverables; and (c) deliver to Buyer all Buyer-Furnished Property.

17. **Termination for Convenience.**

17.1 *Buyer's Termination for Convenience.* Buyer may, at its option, upon thirty (30) days prior written notice to Seller, terminate all or any part of this Order. Such termination shall not constitute a breach or default by Buyer.

17.2 *Obligations of Seller.* Thirty (30) days after receipt of notice of termination pursuant to this Section 17 ("**Effective Date of Termination**"), Seller, unless otherwise directed in writing by Buyer, will: (a) immediately terminate all work under this Order and immediately inform all subcontractors to cease work pursuant to this Order; (b) transfer title and deliver to Buyer any completed or partially completed Deliverables; and (c) deliver to Buyer all Buyer-Furnished Property.

17.3 *Termination Charges.* Upon a termination pursuant to Section 17, Buyer will pay Seller the following amounts without duplication: (a) the Order price for all Services that have been completed and delivered in accordance with this Order and for which Buyer did not pay previously; (b) the actual costs incurred by Seller (exclusive of profit) for all work in process to the extent such costs are reasonable in amount and not in excess of those amounts called for in the Order; and (c) the actual out-of-pocket cost incurred by Seller in protecting any Buyer-Furnished Property. In no event, however, will payments made under this Section 17.3 exceed the aggregate price payable by Buyer for completed Services and Deliverables which were to be provided by Seller under this Order. Buyer is not liable for and shall not be required to make any other payments to Seller, directly, indirectly, or otherwise, including on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, general and administrative burden charges or other costs from termination of this Order.

17.4 **Termination Claim.** Within sixty (60) days from the Effective Date of Termination, Seller must submit to Buyer in writing a comprehensive termination claim setting forth the amounts described in Section 17.3, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer requests. Buyer, or its agents, will have the right to audit and examine all books, records, facilities, work and other items relating to Seller's termination claim and Seller will cooperate fully with Buyer in the conduct of such audit. The principles in FAR 31.205-42 shall apply.

18. **Termination for Insolvency.** Buyer may terminate this Order in the event of the happening of any of the following or any other similar or comparable event and such termination shall not constitute a breach or default by Buyer: (a) insolvency of Seller; (b) the filing of a voluntary petition in bankruptcy by Seller; (c) the filing of any involuntary petition to have Seller declared bankrupt that is not vacated within thirty (30) days from the date of filing; (d) the appointment of a receiver or trustee for Seller, provided such appointment is not vacated within thirty (30) days from the date of such appointment; (e) the execution by Seller of an assignment for the benefit of creditors; or (f) Seller's inability to promptly provide Buyer with adequate and reasonable assurance of Seller's financial and operational capability to perform timely any of Seller's obligations under this Order.

19. **Obligation to Perform During Dispute.** Pending final decision by a court of competent jurisdiction, Seller shall proceed with performance of this Order during the pendency of any dispute between Buyer and Seller relating to this Order. If the Dispute arises out of a difference in interpretation between the parties as to any requirement of this Order (including regarding specification, delivery or pricing), then Seller shall continue performance in accordance with Buyer's interpretation of the requirements.

20. **Compliance with Laws.** Seller agrees that it will comply with all federal, state and local laws, orders, rules, regulations, and ordinances that are applicable to Seller's performance of its obligations under this Order.

21. **Compliance with U.S. Export Control Laws and Regulations.**

21.1 **Export.** Seller agrees to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, the International Traffic in Arms Regulation (ITAR), and the Export Administration Regulations (EAR), including the requirement for obtaining any export license or agreement, if applicable (together "**Export Controls**"). Without in any way limiting the foregoing, Seller agrees that it will not transfer any Export Controlled item data, or services, to include transfer to foreign persons employed by or associated with, or under contract to Seller or Seller's lower-tier suppliers, without authority of an export license, agreement or applicable exemption or exception.

22. **Force Majeure.**

22.1 **Force Majeure Events.** Any delay or failure on the part of either party to perform hereunder will be excused if and to the extent that such delay or failure is caused by circumstances beyond the reasonable control and without the fault or negligence of such party, including acts of God or of the public enemy, acts of the Government (including, but not restricted to, any preference, priority or allocation order), fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor due to such causes, provided that Seller must give Buyer prompt notice of any cause that will result in such delay (and the anticipated duration) within five (5) days of the occurrence of such cause.

22.2 **Seller's Obligations During Delays.** During the period of such delay or failure to perform by Seller, Buyer, at its option, may purchase services or deliverables similar to the Services and Deliverables from other sources and reduce the Services and Deliverables set forth in this Order, without

liability to Seller. If requested by Buyer, Seller will, within five (5) days of such request, provide adequate assurances that the delay will not exceed thirty (30) days. If the delay lasts more than thirty (30) days or Seller does not provide adequate assurance (within a commercially reasonable time not to exceed ten (10) days from the date of the request) that the delay will cease within thirty (30) days, Buyer may immediately cancel this Order without liability.

23. **Mandatory Flow Down Provisions.** This Order incorporates and includes any and all (a) FAR and DFARS clauses; and (b) other terms and conditions, in each instance which are mandatory or required to flow down to or otherwise be applicable to Seller or Seller's Subcontractors under Buyer's Prime Contract or other contract with Buyer's Customer. Seller agrees that it will comply with all such FAR and DFARS clauses and terms and conditions.

24. **Miscellaneous.**

24.1 *No Assignment.* Neither this Order nor Seller's rights or obligations under this Order may be assigned by Seller without the prior written consent of Buyer. Buyer may freely assign this Order and Buyer's rights and obligations under this Order.

24.2 *Non-Solicitation; Gifts and Gratuities.* Buyer will not solicit, and Seller shall not provide, any gifts or gratuities (including but not limited to money, fees, commission, credits, gifts, things of value, or compensation), of any kind to any employee of Buyer including, without limitation, for the purpose of improperly obtaining or rewarding favorable treatment in connection with award of a purchase order or subcontract. Seller shall report in writing any solicitation or suspected solicitation of gifts or gratuities by Buyer's employees to Buyer's Authorized Representative.

24.3 *Security and Training Requirements.* Seller agrees and understands that the Buyer is required to comply with various security and training requirements to mitigate security risks, including, by way of example and without limitation, countermeasures to mitigate the risk of foreign intelligence or foreign influence, security training on various topics and complying with security access requirements. Insofar as any requirements are applicable to Seller or the Services delivered under this Order, Seller agrees to comply in good faith with any security and/or training requirements requested by Buyer, but only to the extent necessary for Buyer to comply with its obligations under various government contracts.

24.4 *Survival.* Sections 1, 2, 6-8 and 10-24 of these Terms and Conditions (together with any other Section which according to its terms should continue in effect) shall survive and remain valid after the termination, cancellation, or expiration of this Order.

24.5 *Partial Invalidity.* If any provisions of these Terms and Conditions, or this Order is or becomes void or unenforceable, the other provisions shall remain valid and enforceable.

24.6 *Governing Law and Exclusive Courts for Dispute Resolution.* This Order is to be construed according to the laws of the State of Indiana, excluding any conflict of law provisions. Any action or proceeding relating to this Order may be brought only in the federal courts located in the Northern District of Indiana or the state courts located in St. Joseph County, Indiana. Seller agrees to personal jurisdiction in such courts and waives any and all objections to jurisdiction, forum, and venue in such courts.

[End of Terms and Conditions – Definitions Appendix on the next page]

Definitions Appendix

Unless otherwise defined in the Terms and Conditions, the following capitalized terms have the following meanings in the attached Terms and Conditions:

“Background Intellectual Property” -- Any Intellectual Property that a Party acquires, invents, conceives, reduces to practice, authors, or otherwise develops or acquires independent of and other than in connection with this Order, the performance of Services under this Order, and/or the Deliverables.

“Buyer’s Authorized Representative” – Director, Supply Chain Management.

“Customer” – A Government or Government prime contractor under a Prime Contract, or otherwise involved in setting Buyer’s requirements for the Services, Deliverables, or any product or other item with respect to which the Services are being provided.

“Deliverables” -- Any and all articles, goods, products, reports, technology, designs, drawings, advice, materials, supplies, components, software, firmware, data, testing equipment, maintenance equipment, test results, and other items, including the Intellectual Property embodied therein, which are delivered by Seller to Buyer or which are required to be delivered by Seller to Buyer under this Order (each a “Deliverable” and collectively “Deliverables”).

“DFARS” – The Department of Defense FAR Supplement.

“FAR” – The Federal Acquisition Regulation.

“Government” – The government of the United States and its federal agencies, or the government of a foreign country, or agency thereof, in a direct sale.

“Intellectual Property” – Patents, patent applications, patented and unpatented inventions, mask works, copyright applications and registrations, unregistered copyrights, trade secrets, technical data, machine learning data sets or training corpora, all formats of software code and hardware description language sets, know-how, and Proprietary Information.

“Prime Contract” – Government contract(s) under which an Order may be issued.

“Purchase Document” – A Purchase Order or a Statement of Work.

“Services” – Any work or effort performed or to be performed by the Seller that is identified in this Order or that is necessary to accomplish such work or effort.