

International Terms of Sale

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1. Definitions. As used throughout these terms and conditions, including provisions incorporated by reference, the following terms shall have the meaning set forth below:

- (a) "Buyer" means the person or entity with an ordering address outside the United States that is purchasing Seller's Product(s).
- (b) "Order" means the contractual instrument (e.g. agreement, contract, subcontract or purchase order) into which these International Terms of Sale are incorporated.
- (c) "Party" or "Parties" means the Buyer or Seller individually or collectively, respectively.
- (d) "Product" means the equipment, software, or service being provided by Seller.
- (e) "Seller" means General Dynamics SATCOM Technologies, Inc., the legal entity providing Products.
- (f) "Terms" means these International Terms of Sale

2. Acceptance of Orders. Seller's acceptance of an Order issued by Buyer shall be expressly limited to (a) the Terms set forth herein, and (b) any additional terms and conditions agreed to by the Parties and expressly incorporated in the Order. The Order represents the entire agreement between Buyer and Seller and shall supersede all prior oral and written agreements, proposals, communications and documents. Buyer's Order shall be deemed accepted only after Seller's written acceptance is provided to Buyer. Except where Seller provides written acceptance of an unusual circumstance, Buyer's Order shall not be construed to be accepted by any other action of Seller including, but not limited to, commencement of performance or delivery.

TO THE EXTENT THAT THESE TERMS AND CONDITIONS AND ACCOMPANYING DOCUMENTS CONSTITUTE AN OFFER TO SELL, SELLER'S OFFER IS EXPRESSLY LIMITED TO THE TERMS STATED HEREIN. TO THE EXTENT THAT THESE TERMS AND CONDITIONS AND ACCOMPANYING DOCUMENTS CONSTITUTE AN ACCEPTANCE OF BUYER'S ORDER, SELLER'S ACCEPTANCE IS EXPRESSLY MADE CONDITIONAL ON BUYER'S ASSENT TO SELLER'S TERMS HEREIN.

3. Payment.

3.1 All Orders are subject to a credit review by Seller. Credit references for new customers must be supplied to Seller unless waived by Seller. For all Orders, Seller reserves the right to require payment in full prior to acceptance of the Order and/or delivery of Products. If Seller notifies Buyer that a deposit is required, no work will start on Buyer's Order until the deposit is received. Buyers with a favorable credit standing, as pre-approved in writing by Seller, may pay for Products within thirty (30) calendar days from (a) the date Products are shipped or (b) date of the invoice, whichever is later. For certain Orders, performance-based milestone payment terms may be negotiated. Buyer acknowledges that Seller has a right to payment for work performed or services rendered based on the prices set forth in the contract.

3.2 If Buyer is delinquent in paying any amount owed to Seller by more than thirty (30) calendar days, then without limiting any other rights and remedies available to Seller, Seller may suspend production, shipment and/or delivery of any or all Products purchased by Buyer and not yet delivered. In addition, interest may be added at the rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per year), or the maximum legal rate, whichever is less, to unpaid invoices from the due date thereof. If Seller retains a collection agency and/or attorney to collect overdue amounts from Buyer, all costs and expenses of collection, including, without limitation, attorneys' fees and court costs, shall be charged to Buyer for immediate payment.

3.3 All prices shall be invoiced in United States dollars and paid in full in United States dollars to the address specified on Seller's invoice. Payment will be deemed to have been made when check or electronic transfer is received by Seller. All prices are assumed to be exclusive of value-added taxes unless expressly agreed in writing.

3.4 At Seller's option, cash in advance of shipment, or the establishment by Buyer of a commercial letter of credit in favor of Seller may be required for all or part of the Order price. Any letter of credit must be irrevocable, issued by a reputable international bank, and either advised or confirmed at Seller's option by the following bank:

Wells Fargo Bank N.A.

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Attn: International Trade Operations
Letters of Credit
MAC D1109-011
1525 West W. T. Harris Boulevard
Charlotte, NC 28262 (USA)
SWIFT Code: PNBpus33cha

Such letter of credit must: (a) be payable at sight upon presentation, accompanied by commercial invoice and evidence of shipment, (b) allow for transshipments and partial shipments, and (c) state shipment terms as Free Carrier (FCA), Seller's named U.S.A. facility or a U.S.A. port of export chosen by Seller, as appropriate in accordance with clause 5.1 (Incoterms 2010). Buyer shall be liable for bank fees and charges associated with the administration of the letter of credit. Such letter of credit must permit presentation of documents to the United States bank within twenty-one (21) calendar days from the date of shipment. Issuance of letters of credit not in accordance with these conditions may result in cancellation of the Order, non-shipment, and/or delay in shipment. In the case of cancellation, Buyer shall reimburse Seller for applicable cancellation charges set forth in the letter of credit.

4. Packing and Shipping. Unless as agreed in writing by Seller, Seller shall pack and ship all Products for export in accordance with Seller's standard commercial practices. Buyer shall notify Seller in advance of Order placement if shipment is intended by rail as special packaging and extra charges shall apply.

5. Delivery and Risk of Loss.

5.1 Seller's liability and risk of loss or damage to the Products shall pass to Buyer at the FCA delivery point to a freight forwarder either chosen by Seller or nominated by Buyer and approved by Seller. The FCA delivery point shall be, at Seller's option, a U.S.A. facility of Seller or a U.S.A. port of export chosen by Seller (Incoterms 2010). In no case will Seller be obligated to import into Buyer's country or the country of ultimate destination by any Incoterm or contractual requirement as Seller lacks the ability to make importations in countries in which it does not have a presence or operations and nothing in the Order shall be construed to create such an obligation on the part of Seller.

5.2 Seller will make reasonable commercial efforts to meet its estimated delivery or performance dates; however, such dates are not guaranteed. Seller shall not be liable for any loss, cost or expense incurred by Buyer if Seller fails to meet such dates due to production or other delays. At its option, Seller reserves the right to make deliveries in installments.

5.3 If Buyer delays shipment and fails to negotiate a change order in good faith within fourteen (14) calendar days of the specified ship date, Seller may: (a) invoice Buyer and warranty shall commence as though shipment had occurred; and (b) move equipment into storage or to dispose of equipment and charge any incidental costs to Buyer.

5.4 The shipment of Products or portions thereof may be contingent on Buyer's and/or Seller's compliance with export laws as described in clause 15.0.

6. Inspection, Acceptance and Title.

6.1 Equipment.

6.1.1 Seller's Facility. Except as agreed in writing by Seller, final acceptance and transfer of title shall occur upon delivery of the equipment to the freight forwarder at Seller's facility. Unless otherwise agreed in writing, the equipment is subject to Seller's standard inspection and/or testing at place of manufacture. For Orders in which Seller agrees to inspection or test by Buyer on the premises of Seller, final inspection and acceptance by Buyer shall be conclusive. Buyer agrees that any inspection and test on its part shall not delay or disrupt Seller's performance. Buyer further agrees that it shall comply with Seller's security and safety policies during any inspection or test on the premises of Seller.

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6.1.2 Destinations Other Than Seller's Facility. Where the Parties agree that acceptance and transfer of title will occur upon delivery of the equipment to a destination other than Seller's facility, Buyer's acceptance will be deemed complete if Buyer provides no written report of exceptions within ten (10) calendar days after delivery. Acceptance and transfer of title shall also be deemed to occur if Buyer places any equipment into service and/or has begun to derive beneficial use from the equipment.

6.2 Software. All software shall be considered accepted: (a) if the recorded media, by which the licensed software is provided, is furnished free of defects and damage, provided that the media has been properly installed by the Buyer, or (b) thirty (30) days after delivery, whichever occurs first.

6.3 Services. Buyer shall accept the services or give Seller notice of rejection within a reasonable time after performance, notwithstanding any payment or prior test or inspection. No inspection, test, delay or failure to inspect / test or failure to discover any defect or other nonconformance shall relieve Seller of any of its obligations under an Order or impair any rights or remedies of Buyer.

7. Force Majeure.

7.1 Neither Party shall be liable for any excess costs or other damages if the failure to perform arises out of causes beyond the reasonable control and without the fault or negligence of the Party asserting an event of Force Majeure. Force Majeure causes may include, but are not limited to (a) acts of God or of the public enemy, (b) war (whether an actual declaration thereof or not), (c) acts of terrorism or threats thereof, (d) acts of the U.S. Government in either its sovereign or contractual capacity, (e) sabotage, (f) insurrection, (g) riot or other act of civil disobedience, (h) atmospheric disturbances, (i) fires, (j) floods, (k) plagues or epidemics, (l) quarantine restrictions, (m) labor disputes or strikes, (n) failure or delay in transportation due to transportation workers strike or freight embargoes, (o) worldwide parts shortage(s) or rationing allocations, (p) shortage of labor, fuel, raw material or machinery, or (q) violent storms or unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Party asserting Force Majeure. If the delay is caused by a delay of Seller or Seller's subcontractor and if such delay arises out of causes beyond the reasonable control of either, and without the fault or negligence of either, then Seller shall not be liable for any delay in performance, excess costs or other damages unless the Product to be furnished by the Seller or subcontractor was obtainable from other sources in sufficient time to permit Seller to meet the required delivery schedules. Seller shall notify Buyer in writing within ten (10) calendar days after it becomes aware of a Force Majeure event. If the original delivery schedule is overcome by the Force Majeure event, then the Parties agree to negotiate in good faith a revised delivery schedule.

7.2 Should either Party be unable to fulfill a material part of its obligations under an Order for a period in excess of sixty (60) calendar days due to circumstances beyond its reasonable control as described above, the other Party may at its sole discretion terminate the Order by written notice. Upon either resolution of the Force Majeure event or termination as described, the Parties shall proceed in good faith to negotiate a termination settlement covering the performance of the Order performed prior to the effective date of the termination.

8. Taxes, Customs, Licenses, Insurance and Secure Work Conditions.

8.1 Buyer shall bear all value-added and local income taxes, customs duties, import license fees, excise taxes, work permits, licenses, or other charges imposed by governmental or quasi-governmental bodies, other than Seller's United States income or franchise taxes thereon, assessable on Products sold hereunder. Buyer will obtain and pay for any necessary in-transit or other insurance after Seller's delivery of equipment to the freight forwarder at the FCA point.

8.2 Except as agreed in writing by the Parties, Buyer assumes responsibility for securing and paying for any satellite, radio or wireless antenna communication certifications or national homologations that may be required within the country of end-use.

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8.3 For Orders requiring the presence of Seller personnel or subcontractors at Buyer's or Buyer's customer's facility, Buyer agrees to sponsor Seller's employees for any required visa applications. Furthermore, Buyer shall provide a written security plan upon request of Seller, and Buyer shall take reasonable steps to execute and maintain safe and secure work conditions for the duration of Seller's site work. Seller reserves the right to stop work immediately if it deems the site to have a security concern and to be afforded an equitable price adjustment for such work stoppage. Seller also agrees to conduct site work in accordance with Seller's standard commercial practices and any safety plan deliverables that may be a part of the Order.

9. Warranty.

9.1 Equipment.

9.1.1 All equipment shall conform to Seller's applicable specifications and are warranted against defects in materials and workmanship for a period of one (1) year from the date of shipment unless clause 9.1.4 applies or a longer period is specified and agreed in the Order or in the equipment's published documentation. If a defect arises during the warranty period, Seller will, at its option, repair and return such equipment from its factory at no charge, or ship functionally-equivalent replacement equipment, at no charge (Delivered at Place (DAP), Buyer's designated location, Incoterms 2010). Before returning any equipment, the Buyer must contact Seller's customer service representative and provide proof of purchase and details of the alleged defect. Seller will provide Return Material Authorization (RMA) instructions and confirmation as to whether the equipment is under warranty. The defective equipment must be returned to Seller's facility within the period specified in the RMA instructions at Buyer's expense. Seller shall warrant all repaired or replaced equipment for ninety (90) calendar days after shipment or the remaining warranty term, whichever is longer. Seller's total liability is limited to the original purchase price of the defective equipment.

9.1.2 This warranty does not apply to any equipment which Seller determines has been subjected, by Buyer or otherwise, to (a) testing for other than specified electrical characteristics, (b) operating and/or environmental conditions in excess of the maximum values established, (c) lightning strike, (d) mishandling, abuse, misuse, or neglect, (e) improper installation, testing, repair, alteration, modification, damage, assembly or processing that alters physical or electrical properties, (f) shipment by rail when special rail packing was not purchased, or (g) other causes that are not defects in materials or workmanship.

9.1.3 Seller's warranty will not be enlarged by and no obligation or liability will arise out of Seller's rendering of technical advice or provision of facilities in connection with any equipment sold hereunder.

9.1.4 **Extended Warranty Items.** With regard solely to Seller's manufactured Medium-Large Fixed Antennas [sizes 3.8-meter to 16.4-meter but excluding Very Small Aperture Terminals (VSATs)], RF Electronics and Antenna Control Products labeled as Seller manufactured, specifically Solid State Power Amplifiers (SSPAs), Solid State Power BUCs (SSPBs), Low Noise Amplifiers (LNAs), Line Drive Amplifiers (LDAs), Low Noise Block Converters (LNBs), Block Up Converters (BUCs), Block Down Converters (BDCs), Redundant Controllers, Amplifier Power Supply & Monitors, Rack Mount References (RMRs) and 950A Antenna Control Systems (950A ACS), such items shall carry a three (3) year warranty from the date of shipment. This extended warranty shall also cover any associated spares purchased at the same time and on the same Order as the items referenced in this sub-clause 9.1.4. For Medium-Large Fixed Antennas that are purchased at the same time and on the same Order with Seller's installation services, the warranty for the antenna, the 950A ACS, and any related antenna or 950A ACS spares shall be five (5) years from the respective dates of shipment.

9.1.5 **Out of Warranty Repairs.** For out of warranty repair orders, Seller will return repaired or replaced equipment in accordance with clauses 5 and 6.

9.2 **Software.** Seller warrants that under normal use, the Software shall perform the functions specified in its documentation. If the Software's functional performance does not materially conform to its documentation and Seller is notified in writing and provided proof of purchase within ninety (90) days from the purchase date, then Seller shall replace the Software as Buyer's exclusive remedy.

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9.3 Services. Seller warrants that its employees assigned to perform the Services hereunder shall have the proper skill, training and background to perform in a competent and professional manner and that all work will be performed in accordance with the applicable statement of work. SELLER EXPRESSLY DISCLAIMS ANY WARRANTY RELATED TO TESTING OR SERVICES PROVIDED UNDER THE ORDER INCLUDING ANY EXPRESS, IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9.4 Commercial Test Equipment. If Buyer has purchased commercial test equipment, then the warranty for the equipment, the license for any software and the related software warranty provided with the equipment, is incorporated herein and made a part of these Terms.

9.5 THIS WARRANTY EXTENDS TO BUYER ONLY AND MAY BE INVOKED ONLY BY BUYER ON BEHALF OF ITS CUSTOMER(S). SELLER WILL NOT ACCEPT WARRANTY RETURNS DIRECTLY FROM BUYER'S CUSTOMERS OR USERS OF BUYER'S PRODUCTS. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED.

10. Changes. No changes, extras or other work (whether deemed to be within or outside of the general scope of an Order or modification of any kind or description) shall be authorized unless evidenced by a written agreement approved by authorized representatives of both Parties.

11. Termination.

11.1 No Order accepted by Seller may be terminated by Buyer for any reason other than Seller's breach. In such an event, Buyer shall provide Seller thirty (30) days prior written notice for Seller to cure or present a remedy plan for the breach within the thirty (30) day notice period. In the absence of a pre-negotiated termination liability schedule, the Seller reserves the right to impose termination or re-stocking charges on Buyer.

11.2 It is hereby agreed that the rights and obligations of the Parties contained in clause 9 and clauses 13 through 24 shall survive and continue after any termination or cancellation of an Order and shall continue to bind the Parties, their successors, their assigns and their legal representatives.

12. Audit. Notwithstanding any language or provision to the contrary, Buyer shall have no right to audit or examine Seller's books and records.

13. Proprietary Information.

13.1 Except as stated in clause 13.2, all information disclosed in written, graphic, model, or oral form, including, but not limited to, drawings, prints, publications, specifications, processes, manufacturing techniques, oral explanations, schedules and financial reports, obtained by Buyer from Seller prior to and during the performance of an Order which is marked as "Proprietary" by Seller shall be kept confidential by Buyer and shall remain the property of Seller, and shall be returned at Seller's request. Such information shall only be used in performance of the Order and shall not be used for other purposes unless agreed to in writing by Seller. Such information shall not be reproduced, published, disseminated, or disclosed to any third party, including the U.S. Government, by Buyer without the prior written consent of Seller. Nothing contained herein shall be construed as granting an implied license or a license by estoppel or otherwise to any of Seller's intellectual property.

13.2 Subject to the terms contained in an Order, Seller grants to Buyer and its customer (as applicable), including Buyer's and its customer's subcontractors associated with the Order, a non-exclusive, non-transferable, irrevocable,

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royalty-free license to use and reproduce in whole or in part copyrighted standard commercial documentation provided with the Product(s) for the limited purposes of conducting training and/or to facilitate operation and maintenance of Seller's Product(s).

14. Patent Indemnity - Products. Seller shall defend any suit or proceeding brought against Buyer insofar as such suit or proceeding is based upon a claim that any Products manufactured and sold by Seller to Buyer constitute direct infringement of any duly issued United States Patent. Seller shall pay all damages and costs awarded against Buyer provided that Seller is informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and is given authority, information and assistance at Seller's expense necessary to defend or settle said suit or proceeding. If the use or sale of a Product furnished hereunder is enjoined as a result of such suit, then Seller, at its option and at no expense to Buyer, shall obtain for Buyer the right to use and sell the Product, or shall substitute an equivalent Product acceptable to Buyer and extend this indemnity thereto, or shall accept the return of the Product and reimburse Buyer the purchase price, less a reasonable charge for wear and tear. Seller shall have no obligation or liability hereunder for infringement which results from compliance with Buyer's specifications or from a combination with, addition to, or modification of the Product after delivery by Seller, or from use of the Product or any part thereof. Seller's obligations enumerated above shall not apply to any infringement occurring after Buyer has received notice alleging the infringement unless Seller has given Buyer written permission therefore. The sale of the Products furnished hereunder does not convey any license by implication, estoppel, or otherwise under any proprietary or patent rights of Seller covering a combination of these Products with other elements.

SELLER SHALL NOT BE LIABLE FOR ANY COLLATERAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF PATENTS.

THE FOREGOING STATES THE SOLE AND EXCLUSIVE LIABILITY OF SELLER FOR PATENT INFRINGEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, IN REGARD THERETO.

15. Compliance with Export Laws

15.1 Export License/Approvals. Buyer agrees that it shall not, without the prior authorization of the Bureau of Industry and Security, United States Department of Commerce, or the Directorate of Defense Trade Controls, United States Department of State, whichever is applicable, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any Product or technical data or service sold or otherwise furnished hereunder to any person within any territory for which the United States Government, or any agency thereof, at the time of such action, requires an export license or other governmental approval, without first obtaining such license or approval. Buyer agrees to indemnify and hold harmless Seller, its officers, directors, employees and agents from and against any and all loss or liability for any and all claims, losses, demands, expenses, penalties or costs (including attorneys' fees) resulting from failure of Buyer to comply with this clause.

15.2 End-Use/End-User. Buyer agrees to provide detailed End-Use and End-User information at the time of Order placement and to provide any additional information requested by Seller in satisfaction of any regulatory or due diligence requirements. Seller's acceptance of an Order shall be contingent on receipt of complete End-Use and End-User information and such other written certifications (i.e. OFAC, etc.) that Seller deems necessary or required to be obtained by regulation. If the End-User is other than the Buyer, then Buyer shall, at the time of its disclosure of End-Use and End User, identify any pertinent laws or regulations in the Buyer's country affecting Seller's performance of the subject Order. Seller reserves the right, at its option, to fully or partially terminate any Order or to rescind or revise its offer and price, if there is a change in any person or entity handling the Products in Buyer's order chain and/or any law or regulation that Seller in its sole discretion believes makes a particular Order no longer tenable.

16. Limitation of Liability. Notwithstanding any other provisions or language in these Terms or in an Order to the contrary, in no event shall Seller's total liability under an Order (including breach of contract actions or any action arising in tort) exceed the total price thereof.

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UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE IN AN ORDER OR OTHERWISE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES ARISING FROM ANY LOSS, DAMAGE, EXPENSE OR INJURY SUSTAINED FROM OR IN CONNECTION WITH THE SALE, INSTALLATION, USE, SERVICE OR FAILURE OF ANY PRODUCT SOLD THEREUNDER, OR ANY DEFECT THEREIN, OR FROM ANY OTHER CAUSE. BUYER'S REMEDY, IF ANY, WILL BE STRICTLY LIMITED TO THE TERMS OF THIS CLAUSE.

No action may be brought for any alleged breach of an Order more than one (1) year after the date that the alleged breach occurred.

17. Translations. In the event of translation into a language other than English, the English language version of these Terms and all documents related to or connected with an Order, including any specifications or statements of work, will be considered the authentic and controlling text for all purposes, including, but not limited to, resolution of conflict or ambiguity in interpretation of rights and obligations thereof.

18. Governing Law and Venue.

18.1 Buyer and Seller agree that these Terms shall be deemed to have been executed and delivered within the State of New York and the rights and obligations of the Parties shall be construed and enforced in accordance with, and governed by, the laws of such State without regard to its conflict of law principles.

18.2 All claims or disputes arising under or in any way related to an Order, including those relating to the validity of these Terms, which cannot be resolved by the Parties through face-to-face negotiations between senior executives each Party within thirty (30) calendar days or such longer period of time as may be mutually agreed in a written document that is signed by a duly authorized representative of each Party shall be resolved by the state or federal courts. Venue for any action brought under or relating to an Order covered by these Terms shall exclusively be in a state or federal court of competent jurisdiction in the State of New York. The Parties hereby irrevocably waive any right to challenge such venue on the basis of forum non conveniens or otherwise. THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO AN ORDER COVERED BY THESE TERMS.

18.3 The Parties agree and consent to accept service of process by certified or registered United States mail, return receipt requested, addressed as provided herein. In the event that a legal action is commenced by either Party, the substantially prevailing Party shall be entitled to recover its costs and attorneys' fees from the other Party. Seller and Buyer expressly disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods to any Order.

19. Assignment. No right or interest of Seller or Buyer hereunder or arising out of an Order may be assigned or transferred, whether by operation of law or otherwise, without the prior written consent of the other Party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign an Order without the other Party's consent to a successor company resulting from a restructuring, consolidation, merger or other combination. Any unauthorized assignment is void.

20. Validity and Waiver. If a court of competent jurisdiction determines any provision, in whole or in part, of an Order, including those relating to these Terms, to be illegal, invalid, or unenforceable, then the validity and enforceability of the remaining provisions hereunder will not be affected and, in lieu of such illegal, invalid, or unenforceable provision there will be added as part of an Order one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law. The failure of Seller to enforce any applicable provision of these Terms, or to require at any time performance by Buyer of any provision or obligation related to an Order, shall in no way be construed to be a waiver of such provision, nor in any way affect the validity of an Order, these Terms, or any part hereof, or the right of Seller thereafter to enforce each and every provision.

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- 21. Offset/Countertrade.** These Terms do not allow for any offset or countertrade commitment. Should the Buyer require any offset or countertrade commitment as a condition of purchase, Seller reserves the right, at its option, to terminate the subject Order, or to rescind and revise its offer and price.
- 22. Foreign Corrupt Practices Act and Anti-Bribery Laws.** Buyer agrees that in connection with activities under an Order covered by these Terms, it shall not make or promise to make any bribes, improper payments, or provide or offer to provide anything of value, directly or indirectly, to government officials or other parties in violation of the U.S. Foreign Corrupt Practices Act or other applicable anti-bribery laws.
- 23. Compliance with Laws.** Except as described in clause 8.2, Seller represents, warrants, and certifies that it will comply with all: (a) laws applicable to the Products and/or the activities contemplated or provided under an Order covered by these Terms, including, but not limited to, any national, international, federal, state, provincial or local law, treaty, convention, protocol, common law, regulation, directive or ordinance and all lawful orders, including judicial orders, rules and regulations issued thereunder, including without limitation those dealing with the environment, health and safety, employment, records retention, personal data protection and the transportation or storage of hazardous materials and (b) good industry practices, including the exercise of that degree of skill, diligence, prudence and foresight, which can reasonably be expected from a competent Seller who is engaged in the same type of manufacture or service under similar circumstances.
- 24. Software License.**
- 24.1 As applicable, software will be licensed in accordance with the license provided with the Product. If no software license is provided and the Product contains software or firmware, then Seller grants to Buyer and Buyer's customer (if applicable), a nonexclusive, royalty-free, perpetual license to use such software or firmware and any related documentation only for the purpose of operating and maintaining the equipment on which it is installed.
- 24.2 The software is proprietary information of Seller. Seller retains title to all software except that which is licensed to it by third parties. Buyer is permitted to make one copy of the software media for archive purposes provided that it includes all Seller proprietary and copyright notices and other legends both in and on the copy of software. Buyer may transfer the software in conjunction with the resale of the Product or Buyer's product, in which the Software is installed or with which it is used, but only under terms consistent with and no less stringent than the terms set forth in this "Software License" clause. Except for the foregoing, the software shall not be sublicensed, transferred, or loaned to any other party without Seller's prior express written consent. Buyer may not, with or without the assistance of others, make modifications to the software including, but not limited to, translating, decompiling, disassembling or reverse assembling, reverse engineering, creating derivative or merged works, or performing any other operation to recover any portion of the program listing, object code, source code or any information contained therein.
- 25. Equipment Support and Spares.** Placement of an Order may occur at any stage of a given equipment, subsystem or component lifecycle. From time to time, Seller will make End-of-Life (EOL), End-of-Sale (EOS) and/or Last Time Buy Notices related to its equipment, subsystems and components. Seller will cooperate with Buyer in a commercially reasonable manner to support Products during their operational lives and recommend appropriate sparing levels and/or locate replacement equipment, subsystems, and components, as may be applicable. Accordingly, subsequent to fulfillment of its warranty obligations and except as may be negotiated in the Order, Seller makes no commitments regarding the time period for availability of spare parts and/or technical support services.
- 26. Orders for Labor Services Only.** In the event that an Order pertains only to labor services being provided by Seller to Buyer, the word "Product" shall mean "services. In addition, clauses 4, 5, 6, 9.1, 9.2, 9.4 and 14 are not applicable to such services provided by Seller.
- 27. Order of Precedence.** In the event that two or more provisions in a particular Order conflict and there is no reasonable interpretation that resolves the conflict in a manner that is consistent with the entire Order, then the Parties

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shall resolve the conflict using the following descending order of precedence: (a) Seller's written acceptance of Order (b) any unique term(s) specified in the Order, (c) these Terms; and (d) the statement of work (if any);

28. Environment, Health and Safety

28.1 General. As used in these Terms, the phrase "hazardous materials" shall mean any substance or material defined as a hazardous material, hazardous substance, toxic substance, pesticide or dangerous article under U.S. Government Code of Federal Regulations 49 CFR 171.8 or any other substance regulated on the basis of potential impact to safety, health or the environment pursuant to an applicable requirement of any entity with jurisdiction over the Products, which are subject to an Order. Buyer shall be permitted to enter Seller's premises at a mutually agreed time for the purpose of Buyer's inspection of Seller's compliance with applicable hazardous materials regulations under an Order, provided that Buyer gives Seller reasonable advance written notice and that such visit is not expected to disrupt normal business operations. Buyer shall be required to comply with Seller's security policies and applicable export laws.

28.2 RoHS Compliance. Upon request during the performance of an Order, Seller will provide a written status of its Product's compliance with European Union (EU) RoHS regulations (Restriction of Hazardous Substances in electrical and electronic equipment). RoHS compliant means that the substances restricted by the EU are not contained in a finished Product above threshold limits or that an exemption applies based on the nature of the Order.

28.3 REACH Compliance. Upon request during the performance of an Order, Seller will provide a written status of its Product's compliance with the EU REACH regulations (Registration, Evaluation, Authorization and Restriction of Chemicals) within forty-five (45) days. Seller will monitor the European Chemicals Agency candidate list of Substances of Very High Concern (SVHC) and notify Buyer if any of its deliverables contain an SVHC over the threshold limits. Seller shall provide Buyer with the name of the substance(s) as well as information about how the article can be safely used.

28.4 WEEE Compliance. The EU Waste Electrical and Electronic Equipment (WEEE) directive set collection, recycling and recovery targets for various products. For any Products specifically listed in an Order that are covered by the WEEE directive, Seller agrees to manage them in accordance with the applicable requirements.

28.5 CE Markings and Declarations. Upon request during the performance of an Order, Seller will provide a written status of its Product's compliance with the applicable safety, health, and environmental protection Conformité Européenne ("CE") directives. As required in an Order, Seller will affix the CE logo on its Products as declaration of compliance with such requirements.