

Terms and Conditions  
General Dynamics Information Technology, Inc. ("GDIT")

**NOTICE:** Unless General Dynamics Information Technology, Inc. (Company) and Contractor otherwise are parties to a master governing agreement, the terms and conditions of sale contained herein shall apply to all Purchase Orders or written direction issued by Company to Contractor.

1. **ACCEPTANCE** – These terms and conditions together with any subsequent Statement of Work (SOW) and any modifications to terms relating to price, delivery and scope of work, as are accepted in writing by Company, constitute the entire agreement between the parties. The word "Purchase Order" is used and defined herein as either the document issued by GDIT to fund the work ordered by Company or as the set of Terms and Conditions that govern every engagement. The rights of both parties hereunder shall be in addition to their rights and remedies at law or equity. Failure of Company to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Purchase Order shall not be construed as a waiver of, or a relinquishment of future performance of any such term, covenant or condition and Contractor's obligation with respect to such future performance will continue in full force and effect. This Purchase Order shall not be modified or amended in any respect except by a written agreement executed by duly authorized representatives of both parties. Any subsequent Purchase Order or SOW (and any subsequent modifications thereto, as set forth above) shall be incorporated into and deemed part of this Purchase Order. Any variations to the terms herein shall be set forth in a rider or an updated version to this Purchase Order, which may occur from time to time at the sole discretion of Company, and such variation shall take precedent over the terms herein.

2. **DELIVERY/TERM** – A) Time is of the essence in any Purchase Order delivered by Company and Contractor shall perform the Work continuously to completion with competence and diligence; B) Contractor shall commence providing the Work promptly after the receipt of Company issued Purchase Order, unless expressly agreed otherwise. C) All costs associated with meeting the completion date ("Completion Date") indicated on the face hereof or any other scheduling or delivery deadlines shall be borne by the Contractor. D) Whenever Contractor knows or has reason to believe that timely performance of a Purchase Order may be delayed for any reason, including but not limited to an actual or potential labor dispute, Contractor shall immediately give written notice thereof, including all relevant information with respect thereto, to Company. Contractor agrees to add this clause to each subcontract and/or order issued by Contractor. E) Any extension of the Completion Date or any other scheduling or delivery term must be mutually agreed, in writing, by authorized representatives of the parties.

3. **COMMENCEMENT OF WORK** – Contractor shall commence performing services or providing materials ("Work") promptly upon receipt of a Purchase Order unless otherwise directed therein.

4. **FACILITIES, ETC.** – Unless otherwise specified herein, all necessary services, facilities, materials, power and equipment (including, but not limited to, tools, test apparatus, etc.), as well as all required permits, registrations and licenses, (collectively "Facilities") to adequately perform the Work are to be supplied by Contractor. Any Facilities that are furnished or otherwise made available by Company for Contractor's use in connection with a Purchase Order shall remain the property of Company. When applicable, Contractor shall take reasonable measures to secure and store Facilities and to use Facilities for their intended purpose, and such Facilities shall be returned to Company in the same condition as when received by Contractor, reasonable wear and tear excepted. Unless otherwise provided in a subsequent Purchase Order, Contractor agrees to keep such Facilities adequately insured and shall reimburse Company for Company-provided Facilities that are lost, damaged or not otherwise satisfactorily accounted for.

5. **PAYMENT** – A) Invoicing. Contractor shall deliver an invoice to Company on a monthly basis (unless otherwise directed by Company) for Work performed during the prior month. Each invoice shall be submitted via mail, email or facsimile to the Company's Accounts Payable department. Except as otherwise provided in a Purchase Order, each such invoice shall contain: (i) the Purchase Order number; (ii) the original Purchase Order value and any change thereto accompanied by copies of authorized Change Orders; (iii) sufficient detail to identify the Work provided and the fee therefor. Company shall not be responsible for and Contractor shall not invoice Company for interest or carrying charges; (iv) supporting documentation for the amount invoiced; and (v) a waiver of liens in accordance with Subsection 5(B)(vii) below. B) Payment. Payment of each properly submitted invoice shall be made by Company within sixty (60) calendar days following receipt of each invoice, subject to the following: (i) Company may withhold an appropriate portion of the payment until any disputed items are resolved and/or defects in the Work are corrected; (ii) Company may retain ten percent (10%) of the total amount invoiced by Contractor. Such retainage will be paid upon full and final completion of all Work and

acceptance of such Work by Company; (iii) If Contractor fails to make payments to its lower-tier subcontractors or suppliers ("Contractor Parties") in the performance of the Work, Company shall have the right to retain, out of payments due or to become due to Contractor, reasonable amounts to satisfy any claims, bonds, or liens against Company's property; to issue joint checks payable to Contractor and any potential bond or lien claimant; or to pay such Contractor Parties to protect Company from any and all loss, damage and expenses (including attorney's fees) arising out of or related to a claim or lien by such Contractor Parties; (iv) Company may set-off any amounts due Company from Contractor against amounts payable under any Purchase Orders from Company to Contractor; (v) Contractor acknowledges that progress payments to Contractor shall not constitute final acceptance by Company of the Work or any portion of the Work; (vi) Unless Contractor is otherwise authorized, Company shall not be responsible for payment of any invoices submitted by Contractor to Company in excess of sixty (60) days after the final completion of the Work; (vii) As a condition precedent to receiving any payments, including the payment of any retainage, under a Purchase Order, Contractor shall furnish a full and unconditional release ("Release") stating that all Contractor Parties have been paid in full by Contractor and that no liens or rights of any kind lie upon or have attached against the Work, or materials, article, or equipment therefor, or any part thereof, either for or on account of any Work done upon, or about such Work, or any materials, articles or equipment furnished therefore or in connection therewith, or any other cause or thing, or any claims or demands of any kind. The Release shall further state that Contractor has no knowledge of or basis for making any request for equitable adjustment, claim or demand of any kind against Company concerning or in connection with the Work for which said invoice is issued and that Company is released from any and all further liability for payments in connection therewith, except for unsettled claims which have been presented to Company in writing prior to the tender of final payment by Company and have been identified in the Release. Copies of release of liens/claims signed by Contractor's lower-tier subcontractors and suppliers, acknowledging receipt of full payment of all obligations incurred by such subcontractors and suppliers on behalf of Contractor hereunder may also be required to be provided at Company's discretion; (viii) In no event shall any full or partial payment made hereunder release Contractor from any warranty and indemnification provisions contained herein; and (ix) payment for improperly invoiced work that was not performed shall be refunded to Customer or subject to offset described in section B(iv) above. C) Records. Contractor shall maintain, for a period of five (5) years following the expiration or termination of any Purchase Order, accurate records of all matters that relate to its performance of the Work, including all records and backup associated with invoices that have been submitted to Company, and shall promptly make such records available to Company and its representatives for audit and inspection and in the event of any billing disputes hereunder.

6. **TERMINATION** - A) Termination For Receivership, Insolvency, Dissolution. Contractor shall not cause or permit its interest in any Purchase Order to pass to any trustee, receiver, custodian, or assignee for the benefit of creditors, or otherwise by operation of law. Notwithstanding any other provision of this Purchase Order, and to the extent permitted by law, any Purchase Order and all rights of Contractor and those claiming through Contractor under a Purchase Order will automatically cease and terminate, without requirement of notice or opportunity to cure if: (i) Contractor's interest in a Purchase Order is taken in execution or by other process of law; (ii) a proceeding under any arrangement of debt, insolvency, readjustment of debt, or receivership law or statute is filed by Contractor or against Contractor by a third party and is not challenged by Contractor within the time permitted by law or is not dismissed within 60 days; or (iii) Contractor makes an assignment for the benefit of creditors or otherwise ceases to exist. B) Termination For Contractor's Default. In the event that Contractor defaults or neglects to carry out the Work in accordance with a Purchase Order or fails to perform any duty or obligation imposed upon the Contractor by a Purchase Order, Company may provide Contractor prompt written notice thereof. Contractor shall then have five (5) business days to cure the breach or defective Work. If after such period Contractor has failed to cure the breach or defective Work, Company, without prejudice to any other right or remedy it may possess, terminate the services of Contractor and take control of the Work in accordance with Subsection 6(C) below, and Contractor shall discontinue performing such Work at the written request of Company. Company shall not be liable to Contractor for any Work performed by Contractor after Contractor has been given

written notice of such termination. Nothing in this Subsection 6(B) shall limit Company's right to terminate a Purchase Order for default if Contractor: (i) in the reasonable judgment of Company, fails to supply adequate labor or Facilities, fails to make substantial progress in performing the Work or fails to meet schedule deadlines or milestones; (ii) fails to make payments to its lower-tier subcontractors and suppliers for labor, material or equipment; (iii) disregards laws, ordinances, rules, regulations or orders of any public authority or disregards the authority of Company; (iv) otherwise violates any provision of this Purchase Order; or (v) fails to maintain the required levels of insurance coverage or fails to give Company notice of termination or reduction of insurance coverage. C) Company's Remedies for Contractor's Default. If this a Purchase Order terminates in accordance with Subsection 6(A) or 6(B), Company may, without prejudice to any other right or remedy it may possess, take control of the Work and of all materials in Contractor's possession that are owned by Company and may proceed, by whatever method deemed expedient by Company, with the completion of the Work as contemplated by the respective Purchase Order, in which case, Company's obligations for payment to Contractor shall be as follows: the cost of completion by Company shall be deducted from the unpaid balance, if any, then due Contractor under the Purchase Order, and Contractor shall not be entitled to recover further payments thereafter until the Work has been duly performed and accepted by Company. If the total cost to Company of completing the Work is in excess of the unpaid Purchase Order balance, Company may, at its discretion, immediately deduct the amount of such unpaid balance for any excess costs incurred by Company for completing the Work hereunder after Contractor's breach, from any other amounts payable or pending to Contractor under any other Purchase Orders or agreements between Company and Contractor, or Contractor shall, at Company's direction, reimburse Company in the amount of such excess within thirty (30) calendar days of receipt by Contractor of an invoice for that excess amount. D) Termination For Convenience. Company may terminate any Purchase Order, at any time, at its discretion, even though no event has occurred which constitutes a default by Contractor hereunder, by giving Contractor five (5) business days written notice specifying the date of termination. Contractor shall, as of the date of termination: (i) terminate all orders in connection with a terminated Work which can be terminated without cost to Company; (ii) terminate and settle, subject to approval of Company, other orders and subcontracts where the cost of settlement will be less than costs which would be incurred if such orders and subcontracts were to be completed; (iii) if directed by Company and to the extent stated in the notice of termination, take such steps as may be necessary to preserve the Work in progress; and (iv) continuing performing any Work that was not terminated. E) Upon termination of a Purchase Order or any portion of the Work hereunder in accordance with the provisions of Subsection 6(D) and upon compliance by Contractor with such Subsection, Company shall pay Contractor in full discharge of all obligations under the Purchase Order or such portion of the Work as Contractor and Contractor Parties shall have completed and as Company shall have accepted; plus (i) the cost to Contractor of terminating and settling orders and subcontracts in accordance with Subsection 6(D); and (ii) the cost to Contractor of complying with Company's directions relative to the preservation of the unaccepted Work or Work in progress; less (iii) the sum of all amounts paid by Company to replace any defective Work provided by Contractor. In the case of a firm bid or fixed price Purchase Order, the amount to be determined as payment for any such completed portion of the Work shall be that amount which bears the same proportion to the full Project Sum as the completed portion of the Work, as determined by Company, bears to the entire Work provided for in the Purchase Order. Company shall not be obligated to pay Contractor for any anticipated profit on any portion of the Work not completed. The sum of all amounts payable under this Subsection 6(E), plus the sum of all amounts previously paid under a Purchase Order, shall in no event exceed the total Purchase Order value. Contractor shall not be entitled to special, indirect, incidental or consequential damages under this Subsection 6(E). Such costs and expenses shall be subject to audit by Company in accordance with Section 5(C).

7. **RIGHT TO SUSPEND OR STOP WORK** – Company may at any time suspend or stop all or any portion of the Work. Suspension or stoppage of the Work shall not relieve or release Contractor from its obligation to otherwise perform the Work in accordance with this Purchase Order. Upon being notified of the suspension or Work stoppage, Contractor shall immediately take such steps as may be necessary to protect the Work, materials and equipment and to eliminate, reduce and minimize costs. If Contractor incurs additional costs as a result of a suspension or Work stoppage ordered by Company, Contractor shall promptly notify Company in writing and Company shall pay Contractor for any reasonable cost or expenses incurred as a direct result of the Work suspension despite reasonable efforts by Contractor to mitigate such costs, unless the suspension or Work stoppage was caused or contributed to by Contractor or is the result of a Force Majeure event as set forth in Section 18. In no event shall Contractor be entitled to any damages under this Section 7, including but not limited to loss of anticipated profits. Contractor shall immediately resume any Work interrupted, suspended or delayed hereunder when directed to do so, in writing, by an authorized representative of Company.

8. **REPRESENTATION AND WARRANTIES – A) Performance and Personnel Warranty.** Contractor warrants and represents that all Work provided hereunder shall be performed by qualified personnel with the highest standard of care exercised in accordance with legal and industry standards for such personnel and the type of work performed, and in accordance with the terms, specifications and descriptions of the Work set forth on the face of a Purchase Order and in the SOW, if applicable. **B) Limited Warranty.** Contractor warrants and represents that all Work provided under a Purchase Order shall be free of all defects and shall conform to and perform in accordance with the applicable Specifications, performance standards and documentation therefor, and shall individually and where specified and furnished as a system, operate without interruption and error-free for a minimum of twenty-four (24) months from the date of Company's acceptance, which may be memorialized by Company provided notice ("Limited Warranty Period"). **C) Current Version Warranty.** Contractor warrants and represents that any Work provided hereunder will be the current model or most recent version or release of the standard commercial offering with all parts used with the type of equipment offered, and Contractor warrants and represents that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice. **D) Third Party Warrantees.** Contractor warrants and represents that it will pay its Contractor Parties in a timely manner. Contractor acknowledges and agrees that neither Company nor its customer shall have any obligation to pay, nor to see to the payment of, any monies to any Contractor Party and that neither Company nor its customers shall have any liability, responsibility or obligation whatsoever, of any kind or type, including but not limited to payment obligations, to any Contractor Party engaged by Contractor in connection with a Purchase Order. In furtherance of the foregoing, nothing contained herein shall be deemed to create any contractual relationship between Company and/or its customers and any Contractor Party or to create any rights in any Contractor Party against Company or its customers, without limitation. Where any third party manufacturer, software developer or third party equipment provider engaged by Contractor as a Contractor Party hereunder offers any Work or part thereof by or through Contractor with a standard commercial warranty, such third party warranty shall inure to the benefit of and be assignable or transferable to Company and by Company to any other party including but not limited to customers. Such third party warranty shall be in addition to, and shall not relieve Contractor from any of Contractor's warranty obligations under this Section 8 or elsewhere under this Purchase Order. Where such standard commercial warranty covers all or some of the applicable Warranty Period, Contractor is responsible for the warranty obligations in this Section 8 for the full Warranty Period and for coordinating the third party warranty services and transfer or assignment with such third party provider. **E) Warranty of Title and Ownership.** Contractor warrants and represents full ownership and clear title to, or that it has obtained appropriate license, use and/or transfer rights from the rightful owner of all elements incorporated into the Work provided to Company hereunder. All Work will be provided to Company free of all liens and encumbrances and/or claims of co-ownership, including but not limited to those of Contractor's present and past employees and Contractor Parties' present and past employees. **F) Warranty of No Infringement.** Contractor warrants and represents that the Work provided hereunder, and Company's contemplated use of the Work or any portion thereof, in each instance, will not constitute an infringement, misappropriation or other violation of any patent, copyright, trademark, trade secret, confidential or any other intellectual property right of a person or entity. Contractor agrees to provide Company, or its customers, appropriate written documentation establishing the rights and interests described above as a condition of payment. The failure of Company or Company's customers, successors, assignees or transferees to request such documentation shall not constitute a waiver and shall not relieve Contractor of liability under this warranty. **G) Warranty of Compliance.** Contractor warrants and represents that it shall comply with all applicable federal, state and local laws, regulations and codes in effect, as of the Effective Date and for the entire term a Purchase Order. In furtherance of the foregoing, Contractor warrants and represents that as of the start of performance, that Contractor has paid, at its sole expense, any and all permits, licenses, tariffs, tolls and fees and has given all notices necessary to commence performance hereunder, and Contractor further warrants and represents that it will pay, at its sole expense, all applicable permits, licenses, tariffs, tolls and fees, and give all notices related to compliance required during the course of its performance hereunder. **H) If Company determines that there are faults or defects in the Work or that one of the warrantees set forth above or elsewhere in the Purchase Order has been breached, upon notification by Company, Contractor shall immediately investigate and advise Company of Contractor's planned corrective action. Contractor shall, at its sole cost and expense, provide any Corrective Work (as defined below) necessary to conform the Work to all foregoing warranties or take such other action as may be required to cure the breach. Any Work re-performed, repaired, replaced or otherwise corrected in order for Contractor to comply with the warrantees set forth in this Section 8 or elsewhere in this PO (collectively, "Corrective Work") will be unconditionally guaranteed by Contractor and subject to all of the terms and conditions in this Purchase Order. Corrective Work will have the same warranty terms as those set forth in this Section 8 and elsewhere in this Purchase Order and, with respect to the Limited Warranty, the Limited**

Warranty Period for the Corrective Work will start from the date of Company's acceptance of the Corrective Work. I) All corrective work, defective Contractor provided material replacement and reinstallation will be completed by contractor at no charge to Company or Customer. Upon notice, written or otherwise, from Company of service impacting defect. Contractor shall begin making corrections within four (4) hours and complete all required corrections or replacements within twenty-four (24) hours from notice of defect. Upon notice, written or otherwise, from Company of non-service impacting defect Contractor shall begin making corrections within twenty-four (24) hours and complete all required replacements and corrections within seven (7) calendar day of notice of defects. In the event Contractor is unable to cure the breach within the time period set forth above in this section Company may elect to terminate the respective Purchase Order for default and/or remedy defects itself or have third party perform work, without voiding warranties provided under this agreement, and, at Company's option, either: i. charge the cost of such replacements or corrections to Contractor, or ii. Deduct the costs of such corrections from any amounts due Contractor for Material and Services. Without limiting any other available remedies, Company will be entitled to seek repayment of all amounts paid to Contractor for the defective Work and, in addition, Contractor will reimburse Company for any additional costs that Company incurs as a result of Contractor's default, in accordance with Section 8(c). J) Contractor acknowledges and agrees that all warranties, representations and obligations listed in this Section 8 and elsewhere in this Purchase Order shall inure to the benefit of any customers, successors, transferees or assignees of Company of the Work provided hereunder. K) Contractor shall be solely responsible, without limitation, for any labor, replacement materials, parts or equipment, interest, shipping, freight, fuel, storage or any other costs incurred by Contractor in connection with Contractor's compliance with all of the warranties and representations in this Section 8 and elsewhere in this Purchase Order. Neither Company nor customer shall incur any liability or responsibility for any costs associated with Contractor's compliance under this Section 8. L) In no event shall any payment, acceptance or partial acceptance of total Work, or partial or entire use of the Work relieve Contractor from any liability or responsibility for faulty or defective Materials or Services or for any Work that does not conform to the warranties listed in this Section 8 and elsewhere in the Purchase Order or for any other breach of these terms and conditions. M) The representations and warranties provided in this Section 8 and elsewhere in this Purchase Order shall survive the cancellation, termination or expiration of any Purchase Order or this Purchase Order and remain in full force and effect.

**9. INDEMNIFICATION** – A) To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Company and its affiliates, and their officers, directors, employees, agents, servants and assigns from and against any and all losses, demands, damages, expenses, judgments, liabilities or costs, including attorney's fees, taxes, fines, penalties, interest or other awards that may be imposed on Company, incurred by Company or asserted against Company in connection with claims and/or liability for (i) damage to property, injury to or death of any person, including, but not limited to, Contractor's employees, Company's and its affiliates' employees and their employees, or any other liability incurred by Company or its affiliates, caused wholly or in part by any act or omission, negligent or otherwise of Contractor, Contractor Parties, and their officers, directors, employees, agents, servants, or assigns arising out of or connected with a Purchase Order, regardless of whether caused in part by a party indemnified hereunder; and (ii) claims by any third party, including, but not limited to, Contractor's employees, Contractor Parties and their employees and including, but limited to claims arising in connection with any mechanic's lien or any other claim in the nature of a lien or charge against the real or personal an actual or asserted failure, omission, or neglect of Contractor to comply with this Purchase Order. B) To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Company, its affiliates and their officers, directors, employees, agents, servants and assigns from and against any and all losses, demands, damages, expenses, judgments, liabilities or costs, including attorneys' fees, taxes, fines, penalties, interest or other awards that may be imposed on Company, incurred by Company or asserted against Company in connection with any allegation, suit or action brought against Company for misappropriation or infringement of any patent, copyright, trademark, trade secret, confidential or any other intellectual property right (or foreign equivalent thereof) of a person or entity resulting from Contractor's provision of the Work or Facilities under a Purchase Order, and Contractor shall also pay any final judgment for damages awarded against Company and/or any costs, penalties, taxes, fines, interest or other damages which may be awarded against Company. In addition, Contractor shall immediately, at its own discretion and expense, either (i) procure for Company the right to continue using the Work or Facilities claimed to infringe; (ii) modify the Work or Facilities so that it becomes non-infringing but still otherwise complies with all representations and warranties set forth in this Purchase Order or (iii) or replace it with non-infringing Work or Facilities having the same or substantially the same form and functionality and otherwise complying with all representations and warranties set forth in this Purchase Order C) Contractor shall, at its expense, defend any claim,

proceeding, appellate proceeding or suit arising under this Section. Company reserves the right to participate in any such claim, proceeding, appellate proceeding or suit arising under this Section, at its own expense. Company shall provide Contractor with prompt written notice of any such claim, suit or action, and Contractor agrees to keep Company fully informed of the progress of any such defense and Company shall not settle any claim, proceeding, appellate proceeding or suit arising under this Section, in which Company is a party, without first obtaining Company's written consent. D) The indemnification obligations set forth in this Section 9 shall survive the cancellation, termination or expiration of this PO and remain in full force and effect. E) The indemnification obligations under this Section 9 shall not be limited in any way by any limitation on Contractor's insurance, by a limitation on the amount or types of damages, or by any compensation or benefits payable by or for Contractor under Workers' Compensation acts, disability benefit acts or other employee acts.

**10. ASSIGNMENT/SUBCONTRACTING** – Contractor shall not delegate, transfer, assign, or subcontract in whole or in part, any of its rights or obligations hereunder without the prior written consent of an authorized officer of Company. Any attempted delegation, transfer, assignment or subcontracting without Company's written consent shall be void.

**11. CHANGE REQUESTS** – A) By Company. Company may, in its discretion, make changes within the general scope of the Work for a Purchase Order, including, but not limited to changes in drawings, designs, specifications, or delivery schedule (collectively referred to as "Changes"), by issuing a written "Change Request" to Contractor at any time during the term of the Purchase Order. B) By Contractor. Contractor may issue a written "Change Request" to Company if, in the course of performing the Work, Contractor encounters: (1) unknown and unexpected physical or environmental conditions that differ materially from those specified in, or anticipated by, the Purchase Order; (2) events of Force Majeure as set forth in Section 18 below; or (3) changes otherwise permitted by this Purchase Order. C) Processing Change Requests. If any Changes specified in a Change Request will impact Contractor's performance efforts, including the cost or schedule for such performance, an equitable adjustment based on the written mutual agreement of the parties may be made to the performance terms (including schedule and/or price adjustments) and the respective Purchase Order shall be modified in writing via a "Change Order." Oral Changes must be subsequently documented in a written Change Request. All Change Requests must be made by authorized representatives of both parties, and only those Change Requests that are approved by both parties shall be deemed Change Orders. Changes are only authorized by Company when approved by Company's Market Manager. Contractor shall NOT be entitled to an equitable adjustment or to any schedule extension for completion of the Work for any additional Work performed by Contractor unless authorized by a written Change Order. No Change Requests submitted after final payment of a Purchase Order shall be considered.

**12. PUBLICITY** – Contractor shall not use the name of Company, its affiliates or any of its customers or prospective customers in written, electronic or oral form in any press release, public announcement or any other marketing or publicity materials, nor in any manner advertise or publish the fact that it has contracted with Company to perform the Work, nor disclose any of the details connected with any Purchase Order or this Purchase Order or any of the Work performed hereunder to any third party. Contractor is also prohibited from using any trademarks or other language, signs, markings or symbols used by and from which a connection to Company, its affiliates, customers or prospective customers could be reasonably inferred or implied.

**13. WORK SITE** – Company and its representatives shall at all times have access to the Work and the work site. Contractor shall keep and shall assume responsibility for making sure that all Contractor Parties keep the work site free from accumulation of rubbish and waste and shall leave the work site in "broom clean" condition upon completion of the Work. In addition, Contractor shall, upon request of the Company, immediately remove any of Contractor's or Contractor Parties' personnel from the work site.

**14. PERSONNEL BACKGROUND CHECKS, DRUG SCREEN TESTS, SAFETY AND OSHA REGULATIONS** – Where work includes Services, Contractor warrants (i) that it will comply with, and will ensure that all of its lower tier subcontractors comply with all of the requirements set forth in the "Personnel Background Check and Drug Test Requirements" document attached to this Purchase Order; and (2) that the Work covered by this Purchase Order shall be performed in compliance with the standards, rules, orders and regulations promulgated or prescribed pursuant to the Occupational Safety and Health Act of 1970, and any amendment thereto and Contractor agrees that it shall fully comply with all laws, regulations, and rules relative to the safety and conditions of each job site.

**15. DISPUTES** – Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, all disputes, controversies or claims between the parties arising under or in connection with a Purchase Order shall be settled, to the extent possible, by good faith negotiations. Any dispute, controversy or claim arising out of or in connection with a Purchase Order, including without limitation any dispute regarding the enforceability of any provision, which cannot be resolved through good faith negotiations within thirty (30) days or such longer period of time as may

be mutually agreed between the parties, shall be submitted to binding arbitration. Such arbitration shall be conducted by a single arbitrator mutually agreed to by the parties in accordance with American Arbitration Association Rules and shall be held in Boston, Massachusetts. The Arbitrator will, as soon as practicable, render a final and binding decision in accordance with the terms of this PO. The powers of the Arbitrator will include the power to award monetary damages, declaratory judgments, specific performance and injunctive and other equitable relief. The Arbitrator will not have the power to modify or amend in any respect the provisions of this Purchase Order or to award punitive, exemplary, consequential, incidental or other special damages.

**16. NO LIENS** - Contractor warrants and represents that no mechanic's lien or other claim or claims in the nature of a lien or charge has been or will be filed by Contractor or by any Contractor Party through Contractor to the fullest extent permitted by applicable law, and Contractor waives and releases all rights to file a lien, whether statutory, equitable, contractual or otherwise, against Company or against any of Company's customers, with respect to any of the work, material, equipment and/or sites, or against any payments due or coming due from Company for any of the foregoing which is the subject of a Purchase Order. Contractor shall not service or file any notice of document or take any other action which would be a pre-requisite for filing any type of lien claim and shall include a provision in its own subcontracts and agreements with all Contractor Parties, requiring any Contractor Party with whom it does business in connection with a Purchase Order to agree to the foregoing terms and provide a lien rights waiver from each Contractor Party before the commencement of any Work (or portion thereof) hereunder.

**17. TAXES** - The Purchase Order value and all other pricing provided by Contractor under a Purchase Order shall be deemed to include all applicable Federal, Social Security, excise, state, unemployment, sales, use, and income taxes (collectively "Taxes") imposed in connection with the Work performed and materials furnished under the Purchase Order, and no extra charges for Taxes shall be submitted to Company. Unless otherwise directed by Company, Contractor shall obtain any applicable exemption from any state, county, or local sales and use taxes applicable to all or any portion of the Work. As directed by Company, Contractor may be required to submit its invoices with all sales and/or use taxes listed as a separate line item(s).

**18. FORCE MAJEURE** - Neither party shall be liable for any delay or failure in performing its obligations hereunder that is due to circumstances beyond such party's reasonable control, including, but not limited to, acts of God or the public enemy, actions or decrees of governmental entities, civil unrest, riots, war, fire, floods, unusually severe weather, earthquakes, volcanoes, explosions subcontractor/vendor or other concerted acts of labor strikes ("Force Majeure Event"), provided that such circumstances were not reasonably foreseeable by such party and, by the exercise of reasonable commercial due diligence, could not have been prevented by such party. The party who has been affected by a Force Majeure Event shall promptly give five (5) calendar days' notice to the other party of the nature of any such conditions and the extent of the anticipated delay resulting from such conditions, at which time performance of this PO, to the extent affected by the Force Majeure Event, shall immediately be suspended without penalty to such affected party. The party who has been affected shall take all reasonable actions to resume performance hereunder as soon as such Force Majeure Event is removed or ceases. If, under the foregoing circumstances, Contractor is the affected Party, and the period of the Contractor's nonperformance of its obligations hereunder exceeds five (5) calendar days from the receipt of notice of the Force Majeure event, Company may terminate for convenience the Purchase Order, and shall only be liable for payment for Work completed by Contractor and accepted by the non-affected Party as of the date of the Force Majeure event.

**19. INSURANCE** - Unless otherwise specified by Company, Contractor shall maintain and cause Contractor Parties to maintain on an occurrence basis during the term any issued Purchase Orders:

(a) Workers' Compensation insurance as prescribed by the law of the state or nation in which the Work is performed, and Contractor's worker's compensation insurer must waive its right of subrogation against General Dynamics Corporation; (b) employer's liability insurance with limits of at least \$1,000,000 for each occurrence; (c) automobile liability insurance if the use of motor vehicles is required hereunder, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage per occurrence; (d) Commercial General Liability ("CGL") insurance, ISO 1988 or later occurrence form of insurance, including Blanket Contractual Liability and Broad Form Property Damage and all actions of Contractor Parties, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage per occurrence; and (e) Professional Liability insurance (for engineering services, where applicable) with limits of \$1,000,000 for each occurrence. All CGL and automobile liability insurance shall designate Company, its affiliates, and its directors, officers and employees (all referred to as "Company") as additional insured. All such insurance must be primary and non-contributory and required to respond and pay prior to any other insurance or self-insurance available. Any other coverage available to Company shall apply on an excess basis. Contractor

agrees that Contractor, Contractor's insurer(s) and anyone claiming by, through, under or in Contractor's behalf shall have no claim, right of action or right of subrogation against Company and its customers based on any loss or liability insured against under the foregoing insurance. Contractor and Contractor Parties shall furnish prior to the start of Work certificates or adequate proof of the foregoing insurance, including if specifically requested by Company, endorsements and policies. Company shall be notified in writing at least fifteen (15) days prior to cancellation of or any change in the policy. Insurance companies providing coverage under this Purchase Order must be rated by A-M Best with at least an A- rating.

**20. CONFIDENTIAL INFORMATION** - Contractor agrees not to use, copy, or disclose to any third party, without the prior written consent of Company, any information obtained from or through Company in connection with the performance of any Purchase Order, including but not limited to designs, drawings, specifications, manufacturing processes or methods, pricing or pricing methods, trade secrets, or any other proprietary data, which may be furnished in written, oral or electronic form ("Confidential Information.") Any Confidential Information which is furnished by Company to Contractor hereunder, or in contemplation of a Purchase Order, shall remain Company's property and be kept confidential by Contractor unless the furnished information: (a) is or becomes publicly known through no wrongful act of Contractor; (b) is already known to Contractor as evidenced by competent proof thereof; (c) is approved for release by the prior approval of Company, (d) is rightfully received by Contractor from a third party without restriction and without breach of this Purchase Order; (e) is disclosed by Company to a third party without a similar restriction on the rights of such third party, or (f) is independently developed by Contractor without the use of the information. Contractor shall assume be responsible and assume all liability for the actions of any third parties, including Contractor Parties, to which it permits access to any Confidential Information provided hereunder. All such Confidential Information shall be promptly returned to Company upon completion of performance hereunder.

**21. NOTICE** - Any notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to be duly given when received if sent by certified or registered mail (return receipt requested) or by a nationally recognized overnight courier to each party's address stated on the face of the Purchase Order or such other address as may have been furnished to the other party in writing, or when delivered if delivered by hand or by facsimile transmission with confirmation of receipt.

**22. SEVERABILITY** - Should any provision of this Purchase Order be determined to be unenforceable or prohibited by any applicable law, this Purchase Order shall be considered severable as to such provision which shall then be inoperative, but the remaining provisions shall in no way be affected or impaired thereby and the rights and obligations of each Party shall be construed and enforced accordingly.

**23. RELATIONSHIP** - Neither Contractor nor its subcontractors, employees, or agents of any of them shall be deemed to be Company's employees or agents, it being understood that Contractor and its subcontractors are independent contractors for all purposes and at all times. Contractor and its subcontractors shall be wholly responsible for withholding and payment of all federal, state and local income and other payroll taxes with respect to their employees including contributions from them when and as required by law.

**24. GOVERNING LAW** - This Purchase Order shall be governed by the laws of the Commonwealth of Massachusetts without reference to its conflict of law provisions. The exclusive jurisdiction for any legal proceeding regarding this PO shall be the state or federal courts in the Commonwealth of Massachusetts and the parties expressly agree to submit to the jurisdiction of said courts. THE PARTIES HEREBY EXPRESSLY WAIVE ALL RIGHTS TO A JURY TRIAL.

**25. LIMITATION OF LIABILITY** - IN NO EVENT SHALL COMPANY, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE BY REASON OF COMPANY'S BREACH OR TERMINATION OF THIS PO OR FOR ANY ACTS OR OMISSIONS IN CONNECTION WITH THIS PO FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF DATA, WORK INTERRUPTION, INCREASED COST OF WORK, OR ANY CLAIMS OR DEMANDS AGAINST CONTRACTOR BY ANY OTHER ENTITY, WHETHER SUCH REMEDY IS SOUGHT IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. IN FURTHERANCE OF THE FOREGOING, IN NO EVENT SHALL COMPANY'S LIABILITY FOR DIRECT DAMAGES IN ANY CIRCUMSTANCES SET FORTH IN THIS CLAUSE EXCEED THE PRICE PAID FOR THE WORK PERFORMED BY CONTRACTOR UNDER THE PURCHASE ORDER. THIS PURCHASE ORDER SHALL NOT CREATE FOR NOR GIVE TO ANY THIRD PARTY ANY CLAIM OR RIGHT OF ACTION AGAINST CONTRACTOR OR COMPANY WHICH WOULD NOT ARISE WITHOUT A PURCHASE ORDER.

**Addendum No. 1 to GDIT Terms and Conditions**

**PERSONNEL BACKGROUND CHECKS**  
**AND**  
**DRUG SCREEN REQUIREMENTS**

As referenced in Section 14 of the GDIT Terms and Conditions governing all Work to be performed under the agreement provided herewith, Contractor agrees as follows:

- a. Contractor, subject to any federal, state, or local laws, rules or regulations which may limit any Contractor action otherwise required, shall, with respect to its employees and agents and the employees and agents of its lower tier subcontractors (collectively, "Contract Persons") comply with the requirement that for every Contractor Person who Contractor proposes to have perform any Service under the agreement that requires physical, virtual or other access to GDIT or its Customer's premises, systems, networks, or Information ("Access") at any time during the term of the Work, Contractor has
  - i. checked the Contractor Person's background; and
  - ii. verified the Contractor Person's personal information including "Identification Credentials" as defined below; and
  - iii. has required such Contractor Person take and pass a Drug Screen Test (as described below); and
- b. Contractor represents and warrants to GDIT and its Customer, that within the past seven (7) years no Contractor Person who Contractor proposes to have perform any Service under the agreement that requires Access
  - i. has presented a positive Drug Screen,
  - ii. has been convicted of any felony, or has been convicted of any misdemeanor involving violence, sexual misconduct, theft or computer crimes, fraud or financial crimes, drug distribution, or crimes involving unlawful possession or use of a dangerous weapon ("Conviction") or
  - iii. is identified on any government registry as a sex offender.
- c. Contractor also represents and warrants that it shall not permit any such Contractor Person presenting a positive Drug Screen, having a Conviction, or being a registered sex offender to perform any Service that permits such Access.
- d. Contractor shall comply with the Background Check and Drug Screen Testing requirements through the use of a third party service which shall perform a review of applicable records for those counties, states, and federal court districts in which a proposed Contractor Person has identified as having resided, worked, or attended school in the previous ten (10) years, unless a shorter period is required by any federal, state, or local law.
- e. Contractor represents and warrants to Company that, to the best of its knowledge, no Contractor Person has (i) falsified any of his or her Identification Credentials, or (ii) failed to disclose any material information in the hiring process relevant to the performance of any Service. Contractor shall not permit any Contractor Person who has falsified such Identification Credentials or failed to disclose such information to perform any Service that permits Access.
- f. Contractor represents and warrants that it will include the entire Personnel Background Check and Drug Test Requirements set forth herein in the terms and conditions of all of its agreements with lower-tier subcontractors, and is fully responsible for ensuring their compliance with all of the Personnel Background Check and Drug Screen Test requirements set forth herein with respect to any Contract Persons without exception.
- g. The following definitions apply:

**Page 2**

- i. "Identification Credentials" includes, with respect to each Contractor Person, his or her Social Security number, driver's license, educational credentials, employment history, home address, and citizenship indicia.
  - ii. "Drug Screen" means the testing for the use of illicit drugs (including opiates, cocaine, cannabinoids, amphetamines, and phencyclidine (PCP)) of any Contractor Person who (i) has unsupervised (or badged) physical Access to Company's or its Customer's premises, or (ii) has regular or recurring supervised physical Access to Company's or its Customer's premises for more than thirty (30) days in the aggregate annually.
- h. The failure of Contractor to comply with the requirements of this Section shall be considered a material breach of the Terms. Under such circumstances, Company may exercise all rights and methods of recourse available to it under the Terms, including terminating the agreement and related Purchase Orders for default and pursuing full indemnification from Contractor.