

## **General Dynamics Land Systems – Canada Corporation doing business as General Dynamics Mission Systems – Canada (“GDMS-C”) Purchase Order Terms and Conditions**

**1.0 SCOPE AND ACCEPTANCE OF PURCHASE ORDER** – (a) The term “Buyer” shall mean General Dynamics Land Systems – Canada Corporation dba General Dynamics Mission Systems – Canada (“GDMS-C”) and the term “Supplier” shall mean the individual, partnership, firm, or company identified on this Purchase Order (“PO”). Except where prohibited by law, the terms and conditions of this PO will apply to Buyer’s purchase of materials, goods and products (“Products”), services (“Services”) and/or purchase or licensing of software and/or firmware, including any updates or upgrades to the software or firmware (“Software”) described on this PO or an attachment to this PO, including the documentation applicable to the Products, Services and Software (Products, Services and Software collectively referred to as the “Supplies”). Supplier acknowledges that these terms and conditions will be binding on both parties and no signature by either party is required. Supplier waives the application of his/her own terms of sale, licensing and delivery, which shall not become a part of this PO either by Buyer’s silence or acceptance of delivery. In the event a contract number is identified in or on this PO or, if not identified, a current and applicable contract exists, such contract will apply to the purchases under this PO and, with the exception of this paragraph 1.0, will govern solely to the extent of any inconsistency with the terms and conditions of this PO. (b) This PO will be deemed accepted by Supplier upon the earlier of: (i) expiration of five (5) business days from the date of issuance; or (ii) Supplier’s (a) written acceptance of the PO; (b) shipment/delivery of the Products and/or Software; (c) commencement of Services; or (d) submission of the first invoice.

**2.0 PRICES AND DISCOUNTS** – The prices and discounts will be as provided in this PO, an attachment to this PO, or the applicable contract pursuant to paragraph 1.0.

**3.0 TAXES** – All prices mentioned in this PO are exclusive of value added taxes, use taxes, federal excise taxes, turnover taxes, sales taxes or similar taxes, including any related interest and penalties (collectively “Taxes”). Any Taxes payable on the Supplies will be added to the prices and will be for the account of Buyer. Supplier will ensure that invoices are issued to meet the requirements for deduction of input Taxes by Buyer. Supplier shall be responsible for all other taxes.

**4.0 SHIPPING** – (a) Supplier agrees: (i) to deliver the Products to Buyer FCA Supplier’s dock (FCA as per INCOTERMS 2010); and (ii) to suitably pack, mark and ship in accordance with Buyer’s packing standards and carrier requirements to ensure lowest transportation cost and safe transport of the goods. No additional charge shall be made to the Buyer unless otherwise stated herein. (b) If Products and/or Software are to be exported from the United States (“U.S.”), Supplier agrees to (i) ensure that the appropriate destination control statement (i.e. ITAR or EAR) is referenced on Supplier’s commercial invoice; (ii) ensure that the appropriate Export Control Classification Number (ITAR or EAR) is referenced on the Seller’s commercial invoice; and (iii) provide Buyer’s Export Compliance Department with a copy of applicable U.S. export authorization prior to shipment from the U.S.

**5.0 PAYMENT TERMS** - Payment shall be made by Buyer within thirty-eight (38) calendar days from date of invoice.

**6.0 ELECTRONIC PROCESSING** - Supplier will meet Buyer’s requirements for using electronic means to issue changes, invoices and other payments, and communications.

**7.0 INSPECTION, FINAL ACCEPTANCE AND REJECTION** – (a) Buyer, Buyer’s customer or regulatory authorities may at any time inspect the facilities of Supplier or Supplier’s subcontractors which will or may be used in the performance of this PO. Buyer and Buyer’s customer also may inspect and test, at any time or place, before, during, or after manufacture or completion, the Supplies (or any part thereof) delivered or performed by Supplier or Supplier’s subcontractors. The inspection may, in the discretion of Buyer or Buyer’s Customer, include physical, visual, or mechanical review as well as a review of any documentation necessary to substantiate compliance with requirements (including, but not limited to, Quality requirements and acceptance requirements) set forth in this PO. If inspection and test are made on Supplier’s premises (or the premises of Supplier’s subcontractors), Supplier shall

furnish, or cause to be furnished, at no additional cost to Buyer, all reasonable facilities, tools, and assistance necessary for such inspection and the safety and convenience of the inspectors. Inspections and test by Buyer or Buyer's customer shall be performed in such a manner as not to delay the work unduly. Buyer may charge to Supplier any additional cost of inspection and test when the Supplies (or any part thereof) are not ready at the time Buyer or Buyer's customer requests inspection and test under this paragraph. In the case of rejection, neither Buyer nor Buyer's Customer shall be liable for any reduction in value of samples used in connection with such inspection or test. No inspection or review or approval by Buyer or Buyer's customer shall relieve Supplier of any of its obligations under this PO, or constitute a waiver of any defects or nonconformities. (b) The final acceptance by Buyer of any of the Supplies under this PO shall not limit or affect any warranty or right of indemnity granted by the Supplier under this PO. Except as otherwise agreed in writing, all delivery or performance under this PO shall be subject to final inspection and acceptance by Buyer. The parties expressly agree that any prior inspection or payment by Buyer or Buyer's customer will not constitute final acceptance. Buyer's final acceptance of the Supplies shall take place only after complete delivery or performance in accordance with the schedule specified in this PO and after final inspection by Buyer. Buyer's final acceptance shall be contingent upon agreement by Buyer that the Supplies conform to the applicable PO requirements. Final acceptance by Buyer shall be conclusive, except for latent defects, negligent or intentional misrepresentations by Supplier that a nonconformity or defect would be or had been cured, acceptance induced by false or negligent assurances of Supplier or as otherwise provided in this PO or applicable law. (c) Supplier shall provide and maintain an inspection and quality control system acceptable to Buyer covering the Supplies. Supplier shall keep complete records of all inspection work and make such records available to Buyer and Buyer's customer upon request. (d) Buyer may (i) reject non-conforming shipment(s) / deliveries of Products and/or Software and return the shipment, in whole or in part, FCA-Buyer's dock (FCA as per INCOTERMS 2010) for full credit, including transportation costs; and/or (ii) accept a conforming part of the shipment / delivery; and/or (iii) replace any rejected part of the shipment/delivery with third party products and/or software, with any additional costs reimbursed by Supplier.

**8.0 ON TIME DELIVERY** – Supplier will make delivery of a shipment of the Products and/or Software on the scheduled and agreed upon delivery date specified in this PO and/or meet the agreed upon milestone(s) and/or completion date(s) for Services. Supplier delivery time will be measured and monitored on a monthly basis. A Supplier with a less than a 100% on-time delivery rating may be subject to corrective action or removal from the Buyer's Approved Supplier List.

**9.0 CHANGES** - Buyer may require changes to this PO at any time. Any price and/or schedule adjustments will be mutually agreed upon. Supplier's performance of such changes shall not be delayed during any negotiations for adjustments.

**10.0 PRODUCT WARRANTY** - Supplier warrants that the Products will be new and free from defects in design, material and workmanship, and will conform to and perform in accordance with the specifications, drawings and samples and documents provided for such Products for the longer of: (i) fifteen (15) months from the date of delivery to Buyer; (ii) twelve (12) months after acceptance and/or installation by Buyer or Buyer's customer, as applicable; or (iii) such greater period as may be specified in this PO. If the Products contain manufacturers' warranties, Supplier hereby assigns such warranties to Buyer and, as applicable, Buyer's customer(s).

**11.0 SERVICES WARRANTY** - Supplier warrants to Buyer and, as applicable, Buyer's customer(s), that the Services will be performed in a diligent, workmanlike and professional manner, in compliance with industry standards, and in accordance with any agreed upon statement of work and/or specifications, drawings and documentation related to such Services.

**12.0 SOFTWARE WARRANTY** – Supplier warrants that the licensed Software will, upon delivery and for the period stated in paragraph 10.0 (i) be free from defects in design, material and workmanship; (ii) conform to and perform in accordance with the specifications; (iii) be free of material errors, virus-free and malware free; and (iv) contains no open source software distributed under GNU Public License (GPL) v.3 or the Lesser GNU Public License (LGPL) v.3 or any open source software that has not been notified in advance to Buyer. Supplier warrants and represents that it is in compliance with any applicable third party licenses related to the Software or Products provided under this PO including, but not limited to, open source software licenses.

**13.0 WARRANTY EXTENSION, SURVIVAL AND REMEDIES** – (a) The warranties set out in this PO will survive inspection, acceptance and payment. (b) Remedies. Supplies not meeting the warranties will be, at Buyer's option, returnable FCA Buyer's dock (FCA as per INCOTERMS 2010) for a refund, or subject to repair, replacement and/or re-performance at no cost to Buyer or, as applicable, to the Buyer's Customer(s). Repaired and replacement Products and Software will be warranted as 'new' and shall be warranted for the longer of the remaining warranty period of the replaced or repaired Products or Software or ninety (90) calendar days.

**14.0 EPIDEMIC FAILURE** – 'Epidemic Failure' means that more than four percent (4%) of the same type of Product or Software has experienced the same type of failure to conform to the applicable specifications, and such failure materially affects Product or Software functionality. Supplier warrants that the Products and Software will not experience Epidemic Failure for a period of five (5) years ("Epidemic Failure Warranty"). If an Epidemic Failure occurs, upon notice from the Buyer, Supplier will: (i) at its expense, remove from the field and Supplier's and Buyer's storage locations all Products and Software under Epidemic Failure Warranty ("Covered Products"); (ii) refund payments made by Buyer for Covered Products; (iii) cancel all invoices for the Product or Software; and (iv), at its expense, provide a workaround until a replacement Product or Software is available. In addition, Buyer may cancel all outstanding POs, blanket orders and releases for the Product or Software without further obligation. Supplier will develop and implement, at no cost to Buyer, a corrective action plan ("CAP"), acceptable to Buyer, for any Products or Software that evidences a catastrophic or systemic failure within five (5) years of delivery. Supplier will reimburse Buyer for all reasonable costs incurred by Buyer related to the Epidemic Failures and/or CAP implementation and indemnify and hold Buyer harmless against all damages.

**15.0 QUALITY REQUIREMENTS** – (a) Supplier shall be responsible for insuring that Supplies furnished under this PO have undergone or have been subject to quality assurance and quality control activities and procedures, which may include performance measurements, testing, quality process reviews or inspections. Supplier's quality management system shall provide for: (i) the early and prompt detection of actual or potential material deficiencies, trends or conditions in the Supplies that could result in unsatisfactory quality, and (ii) timely and effective corrective action. Supplier shall comply with all 'Quality Assurance' clauses and PO specific Quality clauses, or any other quality clauses or requirement called out on the PO. (b) Supplier shall immediately notify Buyer in writing when discrepancies in Supplier's process, materials, or approved inspection/quality control system are discovered or suspected which may materially affect the Supplies delivered or to be delivered under this PO. (c) Supplies furnished under this PO will be measured and monitored on a monthly basis. A Supplier with a less than a 100% quality yield rating may be subject to corrective action or removal from the Buyer's Approved Supplier List.

**16.0 CYBER SECURITY REQUIREMENTS** - Performance of the applicable contract includes the following United States Defense Federal Acquisition Regulation Supplement ("DFARS") clauses, which are incorporated by reference into this PO with full force and effect: (i) 252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016), (ii) 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016), (iii) 252.204-7019 NOTICE OF NIST SP-800-171, and (iv) 252.204-7020 NIST SP 800-171 DoD ASSESSMENT REQUIREMENTS

**17.0 ENVIRONMENTAL HEALTH AND PRODUCT SAFETY** – Supplier will, and agrees to be responsible that all applicable Supplier Personnel will, test and inspect Products prior to shipment, to ensure compliance with all laws and regulations that Buyer is subject to for the use of the Products and use testing and inspection procedures approved in writing by Buyer if any.

**18.0 BUSINESS PRINCIPLES** - Supplier acknowledges and agrees that Buyer requires that Supplier maintain a high standard of ethical conduct in all its dealings with Buyer. The Supplier agrees to comply with, and agrees to be responsible that all Supplier Personnel comply with, General Dynamics Standards of Business Ethics and Conduct (the "Blue Book"), as provided at <https://gdmissionsystems.ca/about-us/suppliers>.

**19.0 BUSINESS CONTINUITY** - Supplier shall use commercially reasonable efforts to develop and maintain commercially reasonable business continuity management procedures ("BCM Procedures") regarding contingency

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management to alleviate the effects of any business impacting events that may have a material and adverse impact on Supplier's ability to perform its obligations under this PO. The BCM Procedures shall contain, as a minimum, provisions for: (i) a risk assessment and business impact analysis; (ii) a prevention/mitigation plan; and (iii) a resumption of services plan, including a recovery/restoration plan. The preceding will cover, but not be limited to: (a) documentation storage and protection (including, but not limited, to storage of deliverable technical information, specifications and other documentation, design documents, tools, process and fixtures); (b) information systems security and redundancy; and (c) demonstrating Supplier's ability to rapidly recover the loss of capability to deliver the Supplies.

**20.0 LIMITATION OF LIABILITY** – (a) Except for amounts due hereunder, Buyer's liability to Supplier for any and all direct damages will not exceed the amounts paid under this PO. (b) In addition, Buyer will not be liable for any incidental, indirect or consequential damages arising out of the breach of any provisions of this PO. (c) These limitations of liability will not apply to any liability of Buyer arising from or related to any third party claim of personal injury (including death) and property damage.

**21.0 GENERAL INDEMNITY** - Supplier will indemnify, defend and hold harmless Buyer, General Dynamics Corporation, its affiliates, customers, employees, successors and assigns from any losses, damages, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) related to any third party claims that arise out of or result from Supplier's acts or omissions related to this PO, and pay any reasonable attorney's fees and all damages so awarded by a court of competent jurisdiction or consented to in a settlement agreement between Supplier, on behalf of Buyer, and such third party.

**22.0 INFRINGEMENT-MISAPPROPRIATION - INDEMNIFICATION** - Supplier will indemnify, defend and hold harmless Buyer, General Dynamics Corporation, its affiliates and their customers, officers, directors, and employees (all referred to in this paragraph as "Buyer") from any losses, damages, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from any and all claims of infringement or misappropriation of any patent, copyright, trademark or trade secret right, or other intellectual property right, private right, or any other proprietary or personal interest of a third party or related to the existence of this PO, the Supplies, or performance under or in contemplation with this PO, except to the extent such infringement or misappropriation is due solely to the infringing and/or misappropriating products, software or services developed or supplied by Buyer.

**23.0 ASSIGNMENT** –This PO cannot be assigned, except for moneys due, without the prior written consent of Buyer.

**24.0 APPLICATION OF LAW** – This PO shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, excluding its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this PO.

**25.0 SETTLEMENT OF DISPUTES** – (a) Dispute Resolution Process - (i) In the event of a dispute, prior to taking any legal actions, but subject to (c) below, an aggrieved party shall provide written notice to the other party of its intention to engage in informal discussions to resolve the dispute pursuant to this paragraph. For a period of no more than thirty (30) calendar days from the date of such notice, unless otherwise extended by mutual agreement, authorized representatives of both parties will endeavor, in good faith, to settle the dispute. (ii) In the event the authorized representatives are unable to resolve the dispute within such thirty (30) calendar day period, either party may provide written notice to the other party requesting escalation of the dispute to the parties' next appropriate level of management ("Senior Representatives"). The parties will use good faith efforts to schedule the meeting of the Senior Representatives within ten (10) working days from such notice. The Senior Representatives will meet to discuss the matter and will endeavor, in good faith, to settle the dispute within thirty (30) calendar days from the date of the meeting. (iii) If the parties' Senior Representatives are not able to resolve the dispute within thirty (30) calendar days from the meeting and unless otherwise agreed upon, the parties shall submit the dispute to arbitration, as defined below. (iv) All defenses based on passage of time will be suspended pending the conclusion of this dispute resolution process, including, if exercised, the arbitration process defined herein. (b) Arbitration – (i) All disputes arising out of this PO shall be finally settled pursuant to the Arbitration

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Act (Ontario) by one arbitrator; the arbitrator shall either be agreed by the parties or be appointed. The language of the proceedings shall be English. Each party shall submit a brief not to exceed ten (10) pages and the arbitration shall not exceed two (2) working days in duration. The arbitrators' decision shall follow the plain and natural meaning of the relevant documents, and shall be final and binding. The arbitrators will have no power to award (1) damages inconsistent with this PO, or (2) punitive damages or any other damages not measured by a party's actual damages, and the parties expressly waive their right to obtain such punitive damages in arbitration or in any other forum. The arbitral award may be entered in any court having jurisdiction. All aspects of the arbitration will be confidential. Each party will promptly pay its share of all arbitration fees and costs. The arbitration proceedings shall take place in Ottawa, Ontario, Canada. (c) Other Relief - Nothing in this paragraph will be construed to preclude either party from seeking injunctive relief in a court of competent jurisdiction in order to protect its rights during the dispute resolution process.

**26.0 COMPLIANCE WITH LAWS** – (a) Each party and its respective agents and affiliates shall, and shall cause their respective employees to, comply with all applicable local, national, regional and international laws, ordinances, regulations, codes, standards, directives and international conventions and agreements to the extent that any of the foregoing have the force of law by being directly enforceable by a governmental authority, a court or other proper tribunal in countries in which such party conducts business as it relates to this PO. (b) Each party and its respective agents and affiliates shall, and each shall cause its respective employees to, comply with all laws, ordinances and/or directives of countries in which the parties conduct business as they relate to the Universal Declaration of Human Rights, child labor laws, data privacy laws, criminal reporting laws, environmental, health and safety laws or any similar laws, including, but not limited to identifying and filing or purchasing (as applicable) any and all required permits, certificates, licenses, insurance, approvals and inspections required in performance of its obligations under this PO. (c) Each party shall comply with such regulations, laws and/or directives as may be applicable to, but not limited to: (i) the place(s) of manufacture of the Products and Software; (ii) intended use of the Products or Software; (iii) travel/pass through of the Products and Software' (iv) final destination of the Products and Software; and/or (v) place of delivery of Services.

**27.0 EXPORT CONTROL AND TRADE RESTRICTIONS** – (a) Supplier is aware that the items being purchased hereunder for resale may be used in military products. Supplier will, prior to shipment, advise Buyer of any export controls (other than Canadian) which apply to the Supplies that would affect the re-export of items from Canada. (b) The parties shall comply with the applicable export laws and regulations of Canada, the United States of America and any other country applicable to the Buyer, shipment and/or delivery of the Supplies (the "Regulations"). (c) Buyer shall obtain such license or authorization to re-export or import as may be required by such Regulations. Supplier shall provide all reasonable assistance in obtaining such license or authorization. (d) Supplier shall, at its own cost and expense, obtain and comply with such license and authorization as may be required by such Regulations to deliver the Supplies from Supplier's country to the country of delivery. (e) Supplier shall, upon request of the Buyer, supply a copy of the redacted DSP-5 (73) issued to the Supplier for the export of the Supplies to Buyer, showing Buyer as the intermediate foreign consignee. (f) Supplier shall, prior to shipment, provide Buyer with all information on the content of the Supplies that is actually subject to Supplier's country export control regulations and with other export control related information reasonably known to Supplier. (g) Certificates of Origin: Upon the initial shipment of a Product or Software, Supplier shall provide a Certificate of Origin in compliance with the requirements of the customs authorities of the country of receipt showing, at a minimum, the Buyer's part number and the country of origin of the Product or Software which Certificate shall be signed by a person authorized to sign and knowledgeable of the information contained therein. For all shipments, including domestic shipments, Supplier shall provide Buyer with a North America Free Trade Agreement ("NAFTA") Certificate of Origin compliant with the rules thereunder. Supplier agrees to update Buyer promptly of any changes to the information provided on previously supplied Certificates of Origin or NAFTA Certificates of Origin. (h) Supplier shall exercise due diligence to ensure that none of its Supplier Personnel are associated with a person or entities listed in NDAA FY2012 Section 841/FY2014 Section 831 Identified Entities list posted at <http://www.acq.osd.mil/dpap/pacc/cc/policy.html>. (i) In accordance with recent U.S. Government restrictions and/or regulations, Buyer will no longer accept products, either directly or indirectly, from the following entities or any subsidiary or affiliate of such entities: Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company and Acronis International GmbH (hereinafter "**Prohibited Entities**"). As such, Supplier, hereby represents and warrants

to Buyer that no products from Prohibited Entities will be sold, licensed or transferred to Buyer pursuant to this PO. This representation and warranty extends to the future performance of this PO. (j) Buyer has the authority to (1) terminate this PO pursuant paragraph 37.0 (PO Cancellation) for default, in whole or in part, if the Supplier failed to exercise due diligence as required by Subsections 27 (h) and (i); or (2) void this contract, in whole or in part, if the Buyer or the U.S. Government determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing United States forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.

**28.0 INDEPENDENT CONTRACTOR - NO AGENCY** – Each party to this PO and the applicable contract is an independent contractor and not an agent of the other.

**29.0 INSURANCE** – Supplier will provide Buyer certificates or proof of insurance which complies with Buyer's policy.

**30.0 MARKS** – Supplier will not, without Buyer's prior written consent, make any use of Buyer or its affiliates' trade names, trademarks, logos, or any other Buyer designation or drawing.

**31.0 SOFTWARE LICENSE** - Except as otherwise specifically agreed in writing between Buyer and Supplier, where the PO is for Software and/or Product and where the Software was in existence prior to the date of issuance of this PO, (i) the license in paragraph 33(b) shall apply to the applicable Software; and (ii) Buyer will not reverse compile or disassemble the Software. This Software license shall survive termination of this PO. Buyer shall have the right to distribute any pre-paid Software until such inventory is depleted.

**32.0 SUPPLIER PERSONNEL** - All persons furnished by Supplier, including employees, agents, or subcontractors, shall be deemed 'Supplier Personnel' and Supplier will be responsible for ensuring payment of all unemployment, social security, social insurance and other payroll taxes, including contributions when required by law. Supplier Personnel will not be covered by, and shall be excluded from participation in, any Buyer employee benefit plan. Supplier will be responsible for Supplier's own labor relations with any labor organization either representing or seeking to represent Supplier Personnel.

**33.0 INTELLECTUAL PROPERTY** - (a) Foreground Intellectual Property - Except as otherwise specifically agreed in writing between Buyer and Supplier, Supplier hereby irrevocably assigns, and agrees to assign, to Buyer any and all rights, including a waiver of any moral rights, that Supplier or Supplier Personnel has or may have in and to any proprietary information, including but not limited to inventions, information, know-how, technical or business information, works of original authorship, software, source code, ideas, research data, concepts, designs, trade secrets, improvements or other developments conceived, created or developed by Supplier or Supplier Personnel in the fulfillment of Supplier's obligations under this PO and which did not exist on the date of issuance of this PO ("Foreground Intellectual Property") and Buyer shall own, from the time of its conception, creation or development, all Foreground Intellectual Property. In the event of a dispute, the onus will be on Supplier to show that the Foreground Intellectual Property was conceived, created or developed prior to the date of issuance of this PO and was not conceived, created or developed in fulfillment of Supplier's obligations under this PO. The Foreground Intellectual Property will be the sole and exclusive property of the Buyer. Supplier will have a non-exclusive, worldwide and royalty-free license to use the Foreground Intellectual Property solely to fulfill its obligations under this PO and for no other purpose. Supplier shall identify the Foreground Intellectual Property in writing to Buyer immediately upon its conception, creation or development. Buyer will have the right, but not the obligation to assert or pursue registration of any interest in the Foreground Intellectual Property. Supplier will make its best efforts to assist Buyer, and Supplier will cause Supplier Personnel to make best efforts assist Buyer, at Buyer's expense, in the registration, preparation and prosecution of any applications or other submissions that Supplier deems desirable for the protection, prosecution or enforcement of rights in the Foreground Intellectual Property in any jurisdiction, both during and following termination of this PO. Supplier will take all necessary steps to protect the confidentiality of the Foreground Intellectual Property and will not disclose such information without the express written consent of Buyer, both during the term and following expiration or termination of this PO. In fulfilling its obligations under this PO, Supplier will not use, incorporate or provide Buyer with any proprietary Supplier or third party technical, business or other information or intellectual property without identifying it as such and only where

(i) Supplier has the right to do so; (ii) Supplier has specifically identified it to Buyer as such; and (iii) in the case of confidential information, it is furnished by Supplier and accepted by Buyer under a separately executed non-disclosure agreement. Absent such a non-disclosure agreement, Buyer will not have any obligations of confidence to Supplier or any third party with respect to any technical, business or other information or intellectual property used, incorporated or provided by Supplier to Buyer. Where the Buyer and Supplier specifically agree in writing that Foreground Intellectual Property is to be owned by the Supplier, the licenses granted by Supplier to Buyer in clause paragraph 33(a) shall apply as well to Supplier's Foreground Intellectual Property unless the Buyer and Supplier specifically otherwise agree in writing. (b) Background Intellectual Property – Supplier hereby grants, and agrees to grant, to Buyer a perpetual, non-exclusive, sub-licensable, irrevocable, transferable, royalty-free, fully paid-up, unrestricted, worldwide license, in and to any proprietary information, including but not limited to inventions, information, know-how, technical or business information, works of original authorship, software, source code, ideas, research data, concepts, designs, trade secrets, improvements or other developments owned or conceived, created or developed by Supplier or Supplier Personnel prior to the date of issuance of this PO and used in the fulfillment of Supplier's obligations under this PO or required by Buyer in order to freely use and exploit the Software, Products or Services ("Supplier Background Intellectual Property"). Supplier Background Intellectual Property shall include but not be limited to rights under Supplier's patents, copyrights and know-how, and including the rights for Buyer to make, have made, use, copy, have copied, reproduce, have reproduced, translate, have translated, modify, compile, configure, create derivative works of, maintain, support, distribute, sell, lease, sublicense or otherwise market and dispose of the Software, Products and Services or to practice the processes or methods related thereto.

**34.0 BUYER'S INFORMATION** - Supplier will view as Buyer's property any idea, data, program, technical, Buyer marks, business or other information owned or controlled by Buyer, and provided to, or acquired by Supplier in connection with this PO ("Information"). Supplier will keep Information confidential, use it only in performing under this PO and obligate Supplier Personnel to do so. This does not apply to information previously known to Supplier free of obligation, or made public through no fault of Supplier. Following Buyer's directions, Supplier will, at its own expense, destroy or return the original and/or any copy of Information.

**35.0 DATA PRIVACY** – Supplier agrees that any collection, use and/or storage of personally identifiable information shall be in accordance with the data privacy laws of the applicable country in which such personally identifiable information is to be collected, used, transmitted and/or stored.

**36.0 SURVIVAL** – All rights and obligations, as well as the general terms, which by their nature would continue beyond the termination, cancellation or expiration of this PO, will survive termination, cancellation or expiration.

**37.0 PO CANCELLATION** – Buyer may at any time terminate or cancel this PO, in whole or in part, by written notice to Supplier. POs may be cancelled prior to shipment/delivery/performance of the Supplies without liability to Buyer however Buyer's liability for cancellation of Services will be limited to the amount due for Services performed and accepted up to the date of cancellation. Where milestone or other payments have been made by Buyer under a PO, in the event of termination and subject to the foregoing, Supplier will, at Buyer's option, refund the applicable milestone or other payments or deliver to Buyer, in the manner and to the extent directed by Buyer, any completed parts of the Products, Software, and Services which have not been delivered and accepted prior to termination, and any and all materials, parts, equipment or works in process which Supplier has acquired or produced and been paid for in the fulfillment of this PO (the "Work in Progress"). Upon termination of this PO, Supplier will deliver to Buyer all records and documents, including data and information in electronic form, which relate to the Foreground Intellectual Property incorporated into the Work in Progress without retaining copies and in addition shall provide all records and documents, including data and information in electronic form relating to the Background Intellectual Property incorporated into the Work in Progress or required by Buyer to support the Foreground Intellectual Property. The assignments provided for in paragraph 33(a) and the licenses provided for in paragraph 33(b) shall survive termination or cancellation of this PO.

**38.0 TITLE AND RISK OF LOSS** – Title, or in the case of Software the license, shall take effect and risk of loss to Product will vest in Buyer when the Product is delivered according to the shipping terms on this PO. If additional Services are to be performed after delivery, Supplier will retain risk of loss until such Services have been performed

and the Product and/or Software is accepted by Buyer or customer, as applicable.

**39.0 SERVICES** – (a) Technical Support: Buyer will be entitled to ongoing technical support, including field service and assistance. Ongoing technical support via telephone will be at no charge. (b) Supplier Personnel and Labor Relations: (i) Supplier will be the sole entity responsible for receiving complaints from Supplier Personnel regarding their assignments and for notifying such Supplier Personnel of the termination or change of their assignments. (ii) Buyer has the right at any time and for any legal reason to reject or to have Supplier remove Supplier Personnel from the Services and/or Buyer or the Buyer customer's premises. (iii) Supplier will be responsible to Buyer for all work performed by Supplier Personnel at any tier. (c) Identification Credentials: Supplier Personnel will exhibit identification credentials, which Buyer may issue, in order to gain access to Buyer or Buyer's customers' premises for the performance of the Services. (d) Subcontracting: Supplier will not, without the prior written consent of Buyer, subcontract the Services or work to be performed by Supplier under this PO, in whole or in part. (e) Assigning Former Buyer Employees: Supplier will not assign a former Buyer employee to a Buyer project, or to provide Services under this PO, who has been terminated by or from Buyer's employment, either voluntarily or involuntarily, less than six (6) months before the start date of such Services where such employee performed the same type of work contemplated under such assignment while employed at Buyer. (f) Tenure: Supplier understands that there is a maximum tenure/assignment limitation of thirty-six (36) months for all Supplier Personnel provided to Buyer under this PO. (g) Emergency Response Plan and Duty to Respond: For Services, Supplier will provide to Buyer prior to commencement of Services, unless otherwise agreed upon, an emergency response plan ("ERP") to be used in the event of an emergency situation related to Supplier Personnel assigned to Buyer or a Buyer customer premise. In the event of an emergency situation, Supplier will respond as provided in the ERP. Supplier will indemnify Buyer against any claims related to Buyer's acts and omissions as a result of Supplier's failure to respond as provided herein.

**40.0 OFFSET** – Supplier acknowledges and agrees that all offset credits resulting from this PO and any lower tier subcontract or purchase, whether the Supplies ordered hereunder will be produced or performed inside or outside Canada, are the sole property of, and for exclusive use by, the Buyer and its affiliates or expressly authorized subcontractors, to fulfill all past, present or future offset obligations against the Industrial/Offset program of Buyer's (or Buyer's respective affiliate's or subcontractor's choice). Buyer has, and retains, the right to assign these offset credits to third parties. Supplier agrees to assist Buyer, its affiliates and assignees, in obtaining offset credits in an amount equal to the value of this PO.

**41.0 DISCONTINUED PRODUCT** – Supplier will not discontinue Product or Software without Buyer's advance written consent. Buyer's consent will be conditioned on Supplier's not discontinuing the Products for eighteen (18) months from consent, unless the parties agree in writing to a longer period. Supplier will accept all POs issued during the eighteen (18) months. Supplier will ensure that its suppliers give Supplier similar notice of discontinuance of its products which are used in or supplied as the Product(s).

**42.0 COUNTERFEIT PARTS** - Supplier shall validate the authenticity of all components prior to delivery to Buyer. Supplier must provide a certificate of conformity, certifying that all components are authentic and meet all requirements of the PO and that the Supplies provided under this PO contain no Counterfeit Electronic Parts. Supplier shall furnish, upon request from Buyer, all known pedigree information for each lot date code of components delivered. Such documentation shall include, to the greatest extent possible, the name and location of all supply chain intermediaries. If Counterfeit Electronic Parts or Suspect Counterfeit Electronic Parts are furnished under this PO or are found in any of the Products delivered hereunder, such parts and associated Products will be impounded by Buyer. Supplier shall promptly replace the Counterfeit Electronic Parts or Suspect Counterfeit Electronic Parts with parts acceptable to the Buyer. Supplier shall be liable for and shall promptly reimburse Buyer for the full cost of the Counterfeit Electronic Parts or Suspect Counterfeit Electronic Parts and Supplier assumes responsibility and liability for all costs associated with the delivery of the Counterfeit Electronic Parts or Suspect Counterfeit Electronic Parts including, without limitation, costs associated with identification, testing, and any corrective action required to remove and replace the Counterfeit Electronic Parts or Suspect Counterfeit Electronic Parts. The remedies in this section shall apply regardless of whether the warranty period or guarantee period has ended and are in addition to any remedies available to Buyer at law or in equity. "Counterfeit Electronic Part" means an electronic part (i.e. integrated circuit, discrete electronic component (including, but not limited to, a transistor, capacitor,

resistor or diode) or circuit assembly) that is an unauthorized copy or substitute that has been identified, marked and/or altered by a source other than the part's legally authorized source and has been misrepresented to be an authorized part of the legally authorized source. This definition includes used parts represented as new parts. "Suspect Counterfeit Electronic Part" means an electronic part that Buyer becomes aware, or has reason to suspect, meets the definition of "Counterfeit Electronic Part". If an individual electronic part from a lot is determined to be a Counterfeit Electronic Part or a Suspect Counterfeit Electronic Part, the entire lot of electronic parts will be considered to be "Suspect Counterfeit Electronic Parts".

**43.0 COUNTERFEIT PARTS PREVENTION** - Notwithstanding paragraph 42 (Counterfeit Parts) above, electronic parts procured through supply chain channels other than direct purchases, including, but not limited to, contract manufacturers and subcontractors, the following language shall apply: (i) Supplier represents and warrants that only new and authentic materials are used in products required to be delivered to Buyer and that the Supplies delivered contains no Counterfeit Parts. No material, part, or component other than a new and authentic part is to be used unless approved in advance in writing by Buyer. To further mitigate the possibility of the inadvertent use of Counterfeit Parts, Supplier shall only purchase authentic parts/components directly from the Original Equipment Manufacturers ("OEMs"), Original Component Manufacturers ("OCMs") or through the OEM's/OCM's authorized dealers. Supplier represents and warrants to Buyer that all parts/components delivered under this contract are traceable back to the OEM/OCM. Supplier must maintain and make available to Buyer, at Buyer's request, OEM/OCM documentation that authenticates traceability of the parts/components to the applicable OEM/OCM. Purchase of parts/components from Non-Franchised Sources is not authorized unless first approve in writing by Buyer. Supplier must present complete and compelling support for its request and include in its request all actions to ensure the parts/components thus procured are legitimate parts. Buyer's approval of Supplier request(s) does not relieve Supplier's responsibility to comply with all contract requirements, including the representations and warranties in this paragraph; (ii) Supplier shall maintain a documented system (policy, procedure, or other documented approach) that provides for prior notification and Buyer approval before parts/components are procured from sources other than OEMs/OCMs or the OEM' s/OCM' s authorized dealers. Supplier shall provide copies of such documentation for its system for Buyer's inspection upon Buyer's request; (iii) Supplier must maintain a counterfeit detection process that complies with SAE standard AS5553, Counterfeit Electronic Parts, Avoidance, Detection, Mitigation, and Disposition; (iv) If it is determined that counterfeit parts or suspect counterfeit parts were delivered to Buyer by Supplier, the suspect counterfeit parts will not be returned to the Supplier. Buyer reserves the right to quarantine any and all suspect counterfeit parts it receives and to notify the Government Industry Data Exchange Program (GIDEP) and other relevant government agencies. Supplier shall promptly reimburse Buyer for the full cost of the suspect counterfeit parts; (v) Supplier assumes responsibility and liability for all costs associated with the delivery of suspect counterfeit parts, including, but not limited to, costs for identification, testing, and any corrective action required to remove and replace the suspect counterfeit parts. The remedies in this paragraph shall apply regardless of whether the warranty period or guarantee period has ended, and are in addition to any remedies available at law or in equity; (vi) If the procurement of materials under this contract is pursuant to, or in support of, a contract, subcontract, or task order for delivery of goods or services to the Government, the making of a materially false, fictitious, or fraudulent statement, representation or claim or the falsification or concealment of a material fact in connection with this contract may be punishable, as a Federal felony, by up to five years' imprisonment and/or substantial monetary fines. In addition, trafficking in counterfeit goods or services, to include military goods or services, constitutes a Federal felony offense, punishable by up to life imprisonment and a fine of fifteen million dollars; and (vii) Supplier shall flow the requirements of this paragraph 43 to its subcontractors and suppliers at any tier for the performance of this contract.

**44.0 CONFLICT MINERALS** - (a) Supplier certifies that, regardless of whether Supplier is publicly traded or not, Supplier does not procure Conflict Minerals from Covered Countries, as those terms are defined by and consistent with the U.S. Securities and Exchange Commission's final rule on Conflict Minerals, 17 CFR Parts 240 and 249(b), promulgated pursuant to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Rule"). (b) Supplier certifies and warrants that all Products that have been or will be delivered to Buyer by Supplier under this PO since January 31, 2013, are DRC Conflict Free, as defined by and consistent with the Rule. (c) Supplier agrees that, if required by the Rule, it has made, and will continue to make, good faith inquiries reasonably designed to determine whether any Conflict Mineral that is included in any Product delivered to Buyer pursuant to this PO originated in the DRC or an 'Adjoining Country', or is from 'Recycled' or 'Scrap Sources', as defined in the

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Rule. Supplier further agrees that, if required by the Rule, it has performed, and will continue to perform, due diligence on the source and chain of custody of any Conflict Mineral that is included in any Product delivered to Buyer pursuant to this PO, and that such due diligence conforms to a nationally or internationally recognized due diligence framework, if such a framework is available for the Conflict Mineral. Supplier agrees that all inquiries and diligence performed shall be consistent with the requirements of the Rule. (d) Supplier agrees that it shall require its own subcontractors and suppliers (at any tier in the supply chain for a Product delivered to Buyer under this PO) to furnish information to Supplier necessary to support Supplier's obligations under this paragraph 44.0. (e) Supplier will maintain records reviewable by Buyer to support its certifications above. (f) Supplier acknowledges that Buyer may utilize and disclose Conflict Minerals information provided by Supplier in order to satisfy Buyer's disclosure obligations under the Rule. (g) If Buyer determines that any certification made by Supplier under this paragraph 44.0 is inaccurate or incomplete in any respect, then Buyer may terminate this PO pursuant paragraph 37.0 (PO Cancellation).

**45.0 Anti-Corruption** – The parties shall comply with the Canadian Corruption of Foreign Officials Act and the US Foreign Corrupt Practices Act 1997 and the rules and regulations issued thereunder (the "Anti-Bribery Law"). The parties represent to each other that they are familiar with and understand the compliance requirements of the Anti-Bribery Law and understand that any violation thereof may result in criminal or civil actions. The parties further represent to each other that they will comply in all respects with all applicable anti-bribery laws in connection with the performance under this PO. Specifically, each party represents to the other that it has not and will not, in connection with this PO and its performance hereunder, directly or indirectly, offer, pay, promise to pay, or authorize the giving of, any money or thing of value to any person, while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to a Government Official for the purpose of influencing any act or decision of such person, including any act or decision to fail to perform his lawful duty, or for the purpose of inducing such Government Official to use his influence with any government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality to obtain or retain business. Each party agrees to indemnify the other party against all direct or indirect losses, liabilities, costs (including legal costs), charges, expenses, actions, proceedings, claims and demands which the other party may suffer through or arising from any breach by it of its obligations under this paragraph 45.0. The parties agree that, to address any concerns regarding Anti-Bribery Law as it relates to this PO, they will make financial records available to external auditors at reasonable times and upon reasonable notice. For the purposes of this paragraph 45.0 "Government Official" means any person who would constitute either: (a) a "foreign public official" or a "foreign official" within the meaning of the Anti-Bribery Law, including, but not limited to: (i) an individual who holds a legislative, administrative or judicial position, including a government minister, elected representative of a national or regional assembly, official of a political party, civil servant, magistrate or judge; or (ii) an employee, official, officer, agent, representative, or other person acting in an official capacity for or on behalf of a government authority, political party, party official or political candidate.

**46.0 ENTIRE AGREEMENT** - This PO is the parties' entire agreement as to the Supplies to be provided hereunder and, except as provided in paragraph 1.0, supersedes all prior agreements, proposals, communications and understandings, whether written, oral or electronic. This PO can only be amended with a writing signed by both parties.