

SIERRA NEVADA CORPORATION COMMERCIAL TERMS AND CONDITIONS**1. ACCEPTANCE**

This Purchase Order is Sierra Nevada Corporation's (hereafter referred to as SNC) offer to Seller, and acceptance is strictly limited to its terms. SNC shall not be bound by and specifically objects to any term or condition whatsoever that is different from or in addition to the provisions of this Purchase Order, whether or not such term or condition will materially alter this Purchase Order. Seller's commencement of performance or acceptance of this Purchase Order in any manner shall conclusively evidence agreement to this Purchase Order as written and shall create a binding agreement between Seller and Buyer.

2. DEFINITIONS

Whenever used in this Purchase Order, (a) "Seller" means the person, firm or corporation furnishing the Goods described in this Purchase Order, (b) "Buyer" shall mean a duly authorized Procurement representative of SNC as stated in this Purchase Order, (c) "Goods" means all of the goods, services, data, software and other items furnished or to be furnished to SNC under this Purchase Order; and (d) "Purchase Order" means this Purchase Order, including the provisions on its face, these General Provisions, and all of the specifications, technical descriptions, statements of work, drawings, designs, documents, and other requirements and provisions attached to, incorporated into or otherwise made a part of this Purchase Order by SNC.

3. MATERIALS

Goods provided under this Purchase Order shall consist of new materials (not used, reconditioned or remanufactured) unless otherwise authorized within this Purchase Order.

4. PACKING

Seller shall prepare and pack the Goods to prevent damage and deterioration, and comply with carrier tariffs. Charges for preparation, packing, crating and cartage are included in the price unless separately specified in this Purchase Order.

5. SHIPMENT/DELIVERY

Shipments or deliveries, as specified in this Purchase Order, shall be strictly in accordance with the specified quantities, without shortage or excess; the specified schedules; and the other requirements of this Purchase Order. Unless otherwise stipulated in this Purchase Order, partial deliveries and early shipments will be accepted. Seller shall promptly notify SNC in writing of any anticipated or actual delay, the reasons therefore, and the actions being taken by Seller to overcome or minimize the delay. If requested by SNC, Seller shall ship at its own expense via air or other expedited transportation method to offset the delay to the maximum extent possible. Schedule delays may be cause for an equitable reduction in Purchase Order price.

Goods sold F.O.B. place of shipment shall be forwarded with freight prepaid. Seller shall make no declaration concerning value of Goods shipped, except on Goods where tariff rating is dependent upon released or declared value, in which event Seller shall release or declare such value at maximum value within the lowest rating.

6. RISK OF LOSS

Unless the Purchase Order specifically provides otherwise, risk of loss or damage to the Goods provided under this Purchase Order shall remain with Seller until, and shall pass to Buyer upon:

- (a) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (b) Delivery of the supplies to Buyer at the destination specified in the contract, if transportation is f.o.b. destination.

7. INSPECTION, ACCEPTANCE, AND TRANSFER OF TITLE

The Seller shall only tender for acceptance those items that conform to the requirements of this contract. SNC reserves the right to inspect or test any supplies or services that have been tendered for acceptance. SNC may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in the price of this Purchase Order. Items not rejected by Buyer within 90 days will be deemed accepted by SNC. Title to any Goods delivered under this Purchase Order shall pass to SNC upon SNC's acceptance of the Goods.

8. INVOICE

The Seller shall submit an invoice to the address designated in the Purchase Order to receive invoices. Payment will be made after acceptance of Goods and correct invoice. In connection with any discount offered for early payment, time shall be

computed from the date that SNC receives Seller's invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date, which appears on the payment check, or the specified payment date if an electronic funds transfer payment is made. Seller shall issue separate invoices for each shipment showing the amount of material shipped. An invoice must include:

- (a) Name and address of the Seller;
- (b) Invoice date;
- (c) Purchase Order number and, if applicable, the Purchase Order line item number;
- (d) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (e) Shipping number and date of shipment;
- (f) Terms of any prompt payment discount offered;
- (g) Name and address of official to whom payment is to be sent; and
- (h) Name, title, and phone number of person to be notified in event of defective invoice.

The Purchase Order is the sole basis for your payment. Incorrect invoices will be returned unpaid. Accounts Payable cannot authorize or negotiate any changes to the Purchase Order. Contact the Buyer directly to resolve invoice discrepancies.

SNC shall have the right to set off from any payment to the Seller amounts owned by the Seller to SNC under this Purchase Order or any other agreement between the parties.

9. WARRANTY

The Seller warrants that the Goods are merchantable and fit for use. The Seller also warrants that the Goods will conform to any specifications set forth in this Purchase Order and/or accompanying documents. Finally, if the Goods involve the performance of any services, the Seller warrants that the services are being provided with a standard of care that is at or above the prevailing standard in the industry.

10. INTELLECTUAL PROPERTY INDEMNITY

The Seller shall indemnify SNC and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign intellectual property rights, including patent rights, trademark rights, and copyright, arising out of the performance of this Purchase Order, provided the Seller is reasonably notified of such claims and proceedings.

11. INTELLECTUAL PROPERTY

If this Purchase Order is for the development of copyrights (specifically including images), patents, trade secrets, technical data, or other intellectual property ("Intellectual Property"), Seller hereby assigns to SNC all rights in, title to, and ownership of Intellectual Property that is created, conceived, or first reduced to practice under this Agreement. Seller further warrants that it will obtain such rights and title, on SNC's behalf, from all employees or subcontractors in a way that facilitates Seller's transfer of such rights and title to SNC or SNC's assigns.

If this Purchase Order is not for the development of Intellectual Property, Seller shall retain ownership of all Intellectual Property related to the performance of this Purchase Order.

If any Intellectual Property or other data is delivered to SNC as part of the performance of this Purchase Order to which SNC will not receive ownership, the Seller hereby grants to SNC a perpetual, irrevocable, sublicensable, transferrable, worldwide, royalty-free license to SNC to make use of the Intellectual Property or other data in any way that SNC sees fit.

Buyer-Provided Intellectual Property: Any intellectual property, technical data, or other information owned by or provided by Buyer to Seller under this Agreement shall remain the exclusive property of Buyer. Seller shall treat this Buyer-provided or Buyer-owned intellectual property, technical data, and other information in accordance with the terms of the applicable non-disclosure agreement or Agreement provision concerning proprietary information. If there is no non-disclosure agreement or Agreement provision concerning proprietary information, Seller shall receive a limited, nonexclusive, revocable, non-transferrable, nonsublicensable license to this Buyer-provided or Buyer-owned intellectual property, technical data, and other information only for the period of performance of this Agreement and only permitting the intellectual property, technical data, and other information to be used to perform this Agreement.

Buyer Name, Trademarks, and Images: For the sake of clarity, Seller has no right to use outside of performance of this Purchase Order any Intellectual Property to which Buyer owns or receives ownership under this provision; this specifically

includes SNC images and trademarks. Nothing in this Agreement permits Seller to use publically or with any third parties SNC's name, trademarks or Buyer-owned images. Seller can only receive the right to use such names, trademarks, or images through a separate agreement with SNC. If Seller receives such a right to use SNC names, trademarks, or images, such use must be consistent with SNC's usage guidelines, which will be provided if and when Seller is permitted to use Buyer names, trademarks, or images.

12. CHANGES

Changes in the terms and conditions of this contract may be made only by written agreement of the parties. SNC's Buyer may from time to time in writing direct changes within the general scope of this Purchase Order. If any such change causes an increase or decrease in the cost of or the time required for performance of this Purchase Order, an equitable adjustment in the price(s) and schedule(s) of this Purchase Order shall be made to reflect such increase or decrease and this Purchase Order shall be modified in writing accordingly. Unless otherwise agreed in writing, any Seller claim for adjustment must be delivered to SNC in writing within 30 days after Seller receipt of such direction. Failure of SNC and Seller to agree upon any adjustment shall not excuse Seller from performing in accordance with such direction. If Seller considers that SNC conduct has constituted a change hereunder, Seller shall notify SNC immediately in writing as to the nature of such conduct and its effect upon Seller's performance. Pending direction from SNC's Buyer, Seller shall take no action to implement any such change.

13. TERMINATION FOR CONVENIENCE

SNC reserves the right to terminate this Purchase Order, or any part hereof, for its sole convenience. In the event of such termination, the Seller shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Seller shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Seller can demonstrate to the satisfaction of SNC using its standard record keeping system, have resulted from the termination. The Seller shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

Notwithstanding the above, in the event that SNC is purchasing Goods that have not been customized or otherwise modified for SNC, SNC will only pay Seller a reasonable and mutually agreed restocking fee for the termination if such work.

14. TERMINATION FOR CAUSE

SNC may terminate this contract, or any part hereof, for cause in the event of any default by the Seller, or if the Seller fails to comply with any contract terms and conditions, or fails to provide SNC, upon request, with adequate assurances of future performance. In the event of termination for cause, SNC shall not be liable to the Seller for any amount for supplies or services not accepted, and the Seller shall be liable to SNC for any and all rights and remedies provided by law. If it is determined that SNC improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

15. RESPONSIBILITY FOR PERFORMANCE

SNC issuance of this Purchase Order is based in part on SNC's reliance upon Seller's ability, expertise and awareness of the intended use of the Goods, and Seller's continuing compliance with all applicable laws and regulations during the performance of this Purchase Order. Further, Seller shall not, by Purchase Order, operation of law, or otherwise, assign any of its rights or interest in this Purchase Order, including but not limited to any right to monies due or to become due, or delegate any of its duties or obligations under this Purchase Order all or substantially all of its performance of this Purchase Order to one or more third parties, without SNC's prior written consent. No assignment, or delegation with or without SNC's consent, shall relieve Seller of any of its obligations under this Purchase Order.

16. PROHIBITION ON KASPERSKY LAB

Seller warrants that no articles obtained through this procurement include or contain hardware, software, components, or services that have been developed or provided, in whole or in part, by Kaspersky Lab, any successor entity to Kaspersky Lab, any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or any entity of which Kaspersky Lab has a majority ownership.

In the event the Seller identifies an article developed or provided by Kaspersky Lab, or any associated entities, or the Seller is notified of such by a subcontractor or supplier at any tier or any other source, the Seller shall report in writing to SNC Procurement Compliance at ProcureCompliance@sncorp.com. The Seller shall report the following information:

- A. Within 1 business day from the date of such identification or notification:
- 1) The Subcontract or Purchase Order number; any related release order number(s), if applicable;
 - 2) Supplier name;
 - 3) Brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number);
 - 4) Item description; and any readily available information about mitigation actions undertaken or recommended.
- B. Within 10 business days of submitting the report: Any further available information about mitigation actions undertaken or recommended. In addition, the Seller shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

17. RESPONSIBILITY FOR PROPERTY

Unless otherwise specified, upon delivery to Seller or manufacture or acquisition by Seller of any materials, parts, tooling, data or other property, title to which is in SNC, Seller assumes the risk of and shall be responsible for any loss thereof or damage thereto. In accordance with the provisions of this Purchase Order, but in any event upon completion thereof, Seller shall return such property to SNC in the condition in which it was received except for reasonable wear and tear and except for such property as has been reasonably consumed in the performance of this Purchase Order.

18. INSURANCE AND IDEMNIFICATION

In the event that Seller, its employees, agents, or subcontractors enter Buyer's or its customer's premises for any reason in connection with this Purchase Order, Seller, its subcontractors, and lower-tier subcontractors, shall procure and maintain worker's compensation, comprehensive general liability, bodily injury, and property damage insurance in reasonable amounts, and such other insurance as Buyer may require and shall comply with all site requirements. Seller shall provide Buyer thirty (30) calendar days advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of Seller's required insurance. Seller shall provide Buyer with a "Certificate of Insurance" showing Seller's compliance with these requirements. Seller shall name Buyer as an additional insured for the duration of this Purchase Order. Insurance maintained pursuant to this clause shall be considered primary as respect to the interest of Buyer and is not contributory with any insurance, which Buyer may carry.

Seller shall indemnify and hold harmless Buyer, its officers, employees, and agents from any losses, costs, claims, causes of action, damages, liabilities, and settlement, and court costs, by reason of property damage or personal injury to any person caused in whole or in part by the actions or omissions of Seller, its officers, employees, agents, suppliers, or subcontractors at any tier.

19. COMPLIANCE WITH LAWS

Seller shall be responsible for complying with all laws, including, but not limited to, any statute, rule, regulation, judgment, decree, order or permit applicable to its performance under this Purchase Order. Seller further agrees (1) to notify SNC of any obligation under this Purchase Order which is prohibited under any applicable law or regulation, specifically including environmental laws and regulations, at the earliest opportunity but in all events sufficiently in advance of Seller's performance of such obligation so as to enable the identification of alternative methods of performance, and (2) to notify SNC at the earliest possible opportunity of any aspect of its performance which becomes subject to additional law or regulation or which Seller reasonably believes will become subject to additional law or regulation during performance of this Purchase Order.

20. EXPORT COMPLIANCE

Seller agrees to comply with all applicable U.S. export control laws and regulations, including, but not limited to, the Arms Export Control Act, 22 U.S.C. §§ 2751-2799, the International Traffic in Arms Regulation (ITAR), 22 C.F.R. §§ 120-130, the Export Administration Act, 50 U.S.C. §§ 2401-2420, and the Export Administration Regulations (EAR), 15 C.F.R. §§ 730-744. In addition, Seller agrees that it will not transfer any export-controlled items, data, or services, to include the transfer to a foreign person employed by or associated with Seller or Seller's lower-tier suppliers, without the authority of an export license, agreement, or applicable exemption/exception. Seller agrees to notify the Buyer's Authorized Representative if any Product under this Order is restricted under export control laws or regulations, if Seller becomes listed on any restricted party list including, but not limited to, the Denied Persons List, Unverified List, Entity List, Specially Designated Nationals List and Debarred List, or if Seller has any export privileges denied, suspended, or revoked by the government. Seller shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expenses, including attorneys' fees, all

expenses of litigation and/or settlement, and court costs, arising from any violation of the above laws and regulations, or breach by Seller, its officers, employees, agents, suppliers, or subcontractors at any tier, of the obligations under this clause.

21. MATERIAL SAFETY DATA SHEETS

Seller will comply with the Hazard Communication Standard, 29 CFR 1910.1200. Seller shall ensure that the name of the product as identified on the Material Safety Data Sheet is identical to the name that appears on the label of the product shipped to SNC. Seller shall provide a copy of the Material Safety Data Sheet with each shipment of the product.

22. SELLER NOTICE OF DISCREPANCIES

Seller will notify SNC in writing when discrepancies in the Seller's process or product are discovered or suspected which may affect parts or assemblies Seller has delivered or will deliver under this Purchase Order.

23. NON-WAIVER AND PARTIAL INVALIDITY

Any and all failures, delays or forbearances of either party in insisting upon or enforcing at any time or times any of the provisions of this Purchase Order, or to exercise any rights or remedies under this Purchase Order, shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies in those or any other instances; rather, the same shall be and remain in full force and effect. Further, if any provision of this Purchase Order is or becomes void or unenforceable by law, the remainder shall be valid and enforceable.

24. GOVERNING LAW

This Purchase Order and the performance thereof shall be governed by the laws of the State of Nevada.

25. DISPUTES / ARBITRATION

The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement informally. If the matter has not been resolved pursuant to informal negotiations, such controversy or claim shall be resolved by means of binding arbitration before a single neutral arbitrator in accordance with the then existing Commercial Arbitration Rules of the American Arbitration Association, including the Optional Rules for Emergency Measures of Protection. The parties shall mutually agree upon the individual who shall act as arbitrator. If the parties are unable to agree upon a neutral arbitrator, a list of potential arbitrators (no more than 10) shall be obtained by SNC from the American Arbitration Association. The parties, starting with SNC, will alternately strike names from the list until only one-name remains; the remaining person shall be the arbitrator.

No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitation. The arbitration shall be held in Washoe County, Nevada or any other place agreed upon at the time by the parties. The arbitrator is not authorized to award punitive or other damages not measured by the prevailing party's actual damages.

A party may apply to the arbitrator for injunctive relief until an arbitration award is rendered or the dispute is otherwise resolved. A party also may, without waiving any other remedy, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party pending the arbitrator's appointment or decision on the merits of the dispute. The arbitrator's compensation and costs shall be shared equally by the parties.

The prevailing party in any such arbitration shall be entitled to recover its reasonable attorney fees and costs incurred in such proceeding from the non-prevailing party.

Until final resolution of any dispute hereunder, Seller shall diligently proceed with performance of the Agreement as directed by SNC.

26. NEWS AND PUBLIC STATEMENTS OR RELEASES

Seller shall not make, deny or confirm any public statements, news releases, advertisement, media interviews or public announcements (collectively, "Public Release") concerning the Purchase Order, the subject matter of the Purchase Order or any phase of the program hereunder unless Buyer, in its sole and absolute discretion, provides Seller with advance written approval of such Public Release. In furtherance of the foregoing, Seller shall submit the requested Public Release and detailed information concerning the applicable forum, publication or media outlet in writing to Buyer no later than fifteen (15) business days prior to the requested release date. Buyer's approval of a specific Public Release hereunder shall not operate or be construed as an approval of any previous or subsequent Public Release by Seller. This provision shall not apply to any

disclosure deemed by a Seller's legal counsel to be required by law or by regulation of any federal, state or local government agency.

27. ENTIRE AGREEMENT

This Purchase Order sets forth the entire agreement, and supersedes any and all other agreements, understandings and communications, between SNC and Seller and related to the subject matter of this Purchase Order. No amendment or modification of this Purchase Order shall be binding upon SNC unless set forth in a written instrument signed by SNC's Buyer and an authorized representative of the Seller. The rights and remedies afforded to SNC or Customers pursuant to any provision of this Purchase Order are in addition to any other rights and remedies afforded by any other provisions of this Purchase Order, by law, or otherwise.