

POSEIDON SYSTEMS, LLC
STANDARD TERMS AND CONDITIONS
for
Commercial Purchases of Goods and Services

1. ACCEPTANCE:

(a) This Purchase Order must be accepted in writing by Supplier within five (5) business days of receipt. If the Supplier fails to provide written acceptance within this period, Buyer reserves the right to cancel the Order without any liability.

(b) Any terms and conditions proposed in Supplier's acceptance or in any acknowledgment, invoice, quote, or other Supplier's form that add to, vary from, or conflict with the terms herein are hereby rejected. The terms and conditions of this Order shall constitute the complete and exclusive statement of the terms and conditions of the contract between the parties and shall apply to each shipment received by Buyer from Supplier hereunder. No modification or amendment to this Purchase Order or these terms and conditions will be binding unless made in writing and signed by both parties. Supplier shall be deemed to have so assented and acknowledged unless Supplier notifies Buyer to the contrary in writing within five (5) business days of receipt of this Order. For avoidance of doubt, Supplier's written acceptance of the Order and/or performance of all or any part of this Order shall be deemed acceptance of these terms and conditions.

2. DEFINITIONS: As used throughout these terms and conditions, the following definitions apply unless otherwise specifically stated: (i) "Buyer" means Poseidon Systems, LLC, or a subsidiary, division affiliate, successor, or assign of Buyer; (ii) "Purchase Order", "Order", or "Agreement" means collectively Buyer's Purchase Order, these terms and conditions, together with any written change notices, supplements, amendments, or modifications thereto; (iii) "Supplier" or "Contractor" means the legal entity identified in this Order; (iv) "Goods" means goods, supplies, or items that include, but are not limited to, those part numbers, model numbers, and/or descriptions set forth on the face of this Order including computer software or hardware (including any software, firmware or other hardwired logic embedded within the hardware) delivered or to be delivered pursuant to this Order; and (v) "Services" means service or activity to be performed by Supplier pursuant to this Order. The term "Services" shall also include, without limitation, any effort specifically required by this Order, including all associated efforts such as design, engineering, repair, maintenance, technical, construction, consulting, professional, or other services.

3. SPECIFICATIONS: Supplier shall comply with all specifications stated in this Order and contained in Supplier's product literature or proposal provided they do not conflict with this Order.

4. DELIVERY: Time is of the essence. Failure to deliver the Goods or Services by the specified date(s) may result in termination of this Order or other penalties.

5. BUYER-FURNISHED AND BUYER FUNDED ITEMS: Title to all materials, tooling, equipment, and parts for repair or service that Buyer is required to furnish to Supplier under the provisions of this Order (hereinafter "Buyer-Furnished Items") shall remain with Buyer or Buyer's customer. Title to all tooling, test equipment and material identified as a separate line item under this or any previous Orders and fabricated or acquired by Supplier required under this Order shall vest in Buyer upon any payment for such items (hereinafter "Buyer-Funded Items"). Any Buyer-Furnished Items and any Buyer-Funded Items shall be used only for and in the performance of this Order unless otherwise directed by Buyer in writing. Upon completion or termination of this Order, any Buyer-Furnished Items and any Buyer-Funded Items shall be returned to Buyer or disposed of in accordance with instructions from Buyer.

6. ACCEPTANCE OF GOODS OR SERVICES: Notwithstanding (i) prior inspection, (ii) acceptance, (iii) payment for, or (iv) use of the Goods ordered hereunder, Buyer shall have the right to reject Goods that do not conform to all requirements of this Order, at Buyer's election, exercisable within the period provided in this Order or, in the absence thereof, within one (1) year following Buyer's receipt of the Goods called for hereunder. Nonconforming Goods shall be repaired or replaced by Supplier, a third party selected by Buyer, or by the Buyer at Supplier's expense. Should Buyer elect to repair the nonconforming Goods, all terms and conditions of this Order shall remain in full force and effect as to the Goods furnished by Supplier. Buyer's or any other party's inspection or test, acceptance, payment for, or use of the Goods ordered hereunder does not relieve Supplier from any responsibility regarding defects or other failures to meet the requirements of this Order. Buyer's rights under this Section shall be in addition to and shall not be deemed to diminish its rights under this Order including the section hereof entitled "Warranty" or under any other warranties, express or implied, provided by Supplier.

7. WARRANTY:

(a) Duration: The warranties provided by the Supplier under this Purchase Order shall remain in effect for a period of one (1) year from the date of acceptance of the Goods or Services by the Buyer unless otherwise specified on the face of the Order.

(b) Goods: Supplier warrants to Buyer, its successors, assigns, customers, and users of Goods that all Goods provided hereunder or serviced per the workscope provided hereunder shall be: (i) merchantable, (ii) new (unless specifically agreed to in writing), (iii) free from defects in material and workmanship, (iv) with regard to Goods designed by Supplier, free from defects in design, (v) suitable for the particular purposes intended whether expressed or reasonably implied, (vi) in compliance with all applicable specifications, drawings, and performance requirements, and (vii) free from security interests, liens or encumbrances and of good title. Buyer's remedies with respect to this warranty shall not be limited, restricted or disclaimed in whole or part by any other provision of this Order. This representation and warranty is in addition to any other representations and warranties in this Order.

(c) Services: Supplier warrants to Buyer that any Services or technical data provided by Supplier under this Order (i) have been performed or prepared in a professional and workmanlike manner and according to best industry standards and practices, (ii) are suitable for the purposes

intended whether expressed or implied, ii) are in compliance with all applicable specifications and performance requirements, and (iv) do not infringe on the rights of any third party.

(d) Delivery, inspection, test, acceptance or use of or payment for the Goods and Services furnished hereunder shall not affect Supplier's obligation under this warranty, and such warranties, and all other warranties, express or implied, shall survive delivery, inspection, test, acceptance, payment, and use.

(e) Supplier agrees to correct defects in or replace any Goods or Services not conforming to the specifications of this Order promptly and without expense to Buyer, when notified of such nonconformity by Buyer, provided Buyer elects to provide Supplier with the opportunity to do so. Deliveries of corrected or replaced Goods or Services shall be accomplished promptly and shall be accompanied by written notice specifying that such Goods or Services are corrected or replaced Goods.

(f) In the event that Buyer incurs additional costs or Buyer's customer charges Buyer for additional costs related to a breach of Supplier's warranties or a breach of delivery terms by Supplier, Supplier agrees that Buyer shall have the right to: (i) reduce the amount payable under this Order; including, without limitation; deduction or setoff pursuant to this Order; and (ii) charge Supplier for additional costs or customer charges greater than the amount of this Order or otherwise not deductible against this Order.

(g) In the event of a breach by Supplier of any warranties or the failure of Supplier to correct defects in or replace nonconforming Goods promptly, Buyer may correct such defect or replace nonconforming Goods at Supplier's expense, without limiting any other damages recoverable by Buyer otherwise allowed by law.

8. INDEMNIFICATION: Supplier covenants and agrees to indemnify, defend, and hold harmless Buyer, its officers, directors, employees and agents ("Indemnified Person") from any and every liability, claim of liability, allegation, judgment, cost, expense, reasonable attorneys fees, cause of action, loss, or damage whatsoever, including, without limitation, death or injury to any person or damage to any property, resulting from the Goods and Services furnished by Supplier or otherwise arising out of Supplier's performance under this Order, including, without limitation, by reason of negligence, breach of warranty, defect in design, material, workmanship or Service, or strict liability, unless caused by the sole negligence of the Indemnified Person.

9. SHIPPING: Unless otherwise specified by Buyer, all shipments which originate and terminate in the United States shall be FOB Destination (as defined by the Uniform Commercial Code) and all shipments which originate outside the United States shall be DDP (as defined by Incoterms). All shipments shall be shipped in accordance with Buyer's routing instructions, including use of Buyer's preferred carriers. Buyer's routing instructions may be included in this Order or separately provided to Supplier by Buyer. If the Supplier fails to comply with Buyer's routing instructions, any additional shipping costs incurred shall be borne by the Supplier. Supplier shall retain the risk of loss until goods are received at the location designated in the Order. Unless otherwise specified, standard commercial preservation, packing and packaging is acceptable. In the event that goods are received damaged, the Buyer must notify the Supplier within five (5) business days, and the Supplier shall arrange for replacement or repair of the damaged goods at no additional cost to the Buyer.

10. PRICING/PAYMENT TERMS: Prices quoted are firm and shall not be adjusted except as otherwise noted herein. Payment terms will be (i) as mutually agreed between Buyer and Supplier; or (ii) if no agreement between Buyer and Supplier, Net 30 days. In the case of Goods, the payment term period will commence upon receipt of conforming Goods and receipt of invoice. Buyer shall advise Supplier of specific information to be included on the invoice. Generally, invoices for Goods shall include the following: (i) purchase order number; (ii) supplier invoice number and date; (iii) payment terms; (iv) purchase price and supporting detail as required by purchase order; (v) shipping or delivery date; (vi) name of Supplier; (vii) invoicing point of contact and contact information; (viii) description of the Goods or Services; (ix) payment instructions.

11. CHANGES: Buyer may, at any time make changes within the general scope of this Order, including, but not limited to, changes in whole or part and to any one or more of the following: (i) shipping or packing instructions, (ii) place of delivery, (iii) any drawings, designs, or specifications, (iv) the statement of work, (v) the method or manner of performance of the work, and (vi) Buyer-furnished property, facilities, equipment, materials, or Services. Supplier shall perform any changes ordered by Buyer. Any Order terms that incorporate flexibility for variations or modifications in the ordinary course of dealing shall not be considered changes within the meaning of this clause. If any change under this clause causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in price or delivery schedule or both, and the Order shall be modified in writing accordingly. Any claim by Supplier for adjustment, must be submitted in writing in the form of a complete change proposal, fully supported by factual information, to Buyer not later than fifteen (15) calendar days after the date of receipt by Supplier of the change order, or within such extension of that fifteen-day period as Buyer, in its sole discretion, may grant in writing at Supplier's request.

12. COMPLIANCE WITH LAWS:

(a) Supplier shall comply with all applicable national, state, provincial, and local laws, ordinances, rules, and regulations, including those relating to pollution control, waste disposal, hazardous substances, and protection of the environment; and Supplier shall hold Buyer harmless from and against any and all liability due to the Supplier's failure to so comply.

(b) Supplier hereby certifies that any Goods called for by this Order that are manufactured in the United States have been or will be produced in compliance with Fair Labor Standards Act of 1938 (29 U.S.C. §§ 201-219) and, insofar as applicable to this Order, the Walsh-Healy Public Contracts Act (41 U.S.C. §§ 35-45) and the Work Hours Act of 1962 (40 U.S.C. §§ 327-332), and any amendments thereto, as well as with the provisions of any other federal law with respect to labor relations, minimum wages and hours of employment, now in effect or hereafter enacted, and with any and all rules and regulations issued under each and every such act. Supplier agrees that this certification may be considered as the certificate contemplated by the amendment dated October 26, 1949, to the Fair Labor Standards Act of 1938.

(c) Supplier hereby certifies that neither Supplier nor its affiliates nor any subcontractors or sub-suppliers use child labor (employing workers under the age of 14); employ workers under 18 in a manner that is likely to jeopardize their health, safety, or education; facilitate or participate in human trafficking; use forced, involuntary, or slave labor.

(c) Supplier represents, warrants, covenants and agrees that neither Supplier nor its affiliates nor any subcontractors (including any of their officers or employees) has engaged or will engage in providing, attempting to provide, or offering to provide any kickback (as defined in the Anti-Kickback Act of 1986 or any other applicable national, state or local laws regarding kickbacks or commercial bribery) ("Kickback").

(d) Supplier certifies that, to the extent applicable, the Goods are compliant with EU RoHS (RoHS-1 and RoHS -2) Directives or country/regional equivalent and agrees to furnish evidence of compliance upon request by Buyer.

(e) Supplier certifies that Goods or components of Goods do not contain more than 0.1% by weight any substances regulated as a substance of very high concern (SVHC) in Annex XIV of the EU Registration, Evaluation, Authorization of Chemicals (REACH) directive or Candidate List which are periodically updated. Supplier agrees to notify Buyer of any Goods or components of Goods containing one or more SVHCs exceeding this limit and to provide instructions on safe use.

(f) Supplier certifies goods are manufactured and provided to Buyer in a manner that complies with all applicable human rights laws, including local laws and international frameworks such as but not limited to California Transparency in Supply Chain Act and provisions of the Dodd-Frank Act (conflict minerals rules). Supplier further represents that the goods are conflict mineral-free, meaning any gold, tin, tantalum, or tungsten contained in the goods are sourced only from conflict-free zones, sources, and smelters. Supplier agrees to cooperate and fulfill related due diligence activities with its suppliers or represents that it has already done so.

(g) Supplier shall promptly notify Buyer if Supplier is suspended, debarred, or proposed for suspension or debarment from doing business with the U.S. Government, or if Supplier is listed or is proposed to be listed by the U.S. Government in any "denial orders," or is listed as a "blocked person," "specially designated national," or "specially designated terrorist" for U.S. export administration purposes. If a Supplier fails to so notify Buyer, then Supplier shall indemnify and hold Buyer harmless against any loss or damage suffered by Buyer as a result of its issuing any subcontracts to Supplier after such notice should have been given.

(h) Export: Supplier understands that any technical data furnished in connection with this Order may be subject to export controls, and Supplier will not export such data, including disclosure of such data to foreign persons, unless Supplier has verified that such export will not violate U.S. export control laws, including restrictions contained in any export licenses. Use of the technical data provided to Supplier in connection with this Order is limited to the manufacture of the defense articles required by this Order only. Disclosure of the data to any other person -- except subcontractors within the same country as the Supplier -- is prohibited. The acquisition of any rights in the data by any foreign person is prohibited. Any subcontracts between foreign persons in the approved country for manufacture of equipment for delivery pursuant to this Order shall contain all the limitations of this paragraph. The Supplier and its subcontractors shall destroy or return to the person in the United States all of the technical data exported pursuant to the contract or order upon fulfillment of their terms. Delivery of any defense articles manufactured by Supplier shall only be made to the Buyer in the United States or to an agency of the U.S. Government. If Supplier has export questions it may contact the Buyer. Compliance with export laws and regulations does not relieve Supplier of its obligations under any other terms and conditions of this Order and shall not constitute a force majeure or give rise to an excusable delay hereunder.

13. Suspect/Counterfeit Parts and Materials: Supplier is hereby notified that the delivery of suspect/counterfeit parts and materials is of special concern to Buyer. If any parts or materials covered by this Agreement are described using a manufacturer part number or using a product description, and/or specifies an industry standard or material standard, Supplier shall be responsible to assure that the goods supplied by Supplier meet all requirements of the latest version of the applicable manufacturer data sheet, description, and/or industry standard. For raw materials used to produce parts for Poseidon (e.g. metals and plastics), the Supplier shall supply material declarations with Goods. If Supplier is not the manufacturer of the Goods, Supplier shall ensure that the parts supplied under this Agreement are made by the Original Equipment Manufacturer ("OEM") and meet the applicable manufacturer data sheet or industry standard. Use of part brokers, resellers, or non-reputable sources is not permitted without the completing the following:

(a) Supplier must request written approval from Buyer to purchase parts outside of normal distribution channels. Justification for the request and a plan for mitigating risk to be provided with request.

(b) Complete suspect/counterfeit parts inspection and testing and provide results to Buyer which prove the parts to be genuine and in compliance with OEM specifications.

(c) Receive written approval from Buyer to use the parts to fulfill this Order.

If suspect/counterfeit parts and/or materials are furnished under this Agreement or are found in any of the Goods delivered hereunder, such items will be rejected under the terms of Warranty defined in Section 7.

14. DELAYS: Supplier shall not be liable for any failure or delay which is due to a cause beyond the control and without the fault or negligence of Supplier, provided that Supplier gives to Buyer prompt notice in writing when it appears that such cause will result in a material failure or delay in performing this Order. In the event of any such failure or delay, Buyer shall have the right, at its option, to cancel this Order (in whole or part) without liability by written notice to Supplier. Correspondingly, Buyer shall be excused for failure or delay in performance herein due to any cause beyond its control, including any cause of its customers.

15. TERMINATION FOR DEFAULT:

(a) Buyer may by written notice terminate the entire Order, or any part thereof, for default in the event: (i) Supplier fails to deliver the Goods or perform the Services required by this Order within the time specified herein, or any extension thereof granted by Buyer in writing, or (ii) Supplier fails to perform any of the other provisions of this Order or fails to make progress so as to endanger performance of this contract in accordance

with its terms and Supplier does not cure or submit to Buyer a plan to cure such failure to Buyer's reasonable satisfaction within a period of ten (10) days after receipt of notice from Buyer specifying such failure. If this Order is entirely or partially terminated by Buyer under this section, Buyer may procure, upon such terms and in such manner as Buyer may deem appropriate, goods or services similar to those so terminated, and Supplier shall be liable to Buyer for any and all costs of procuring such similar goods or services, including any price for such similar goods or services that is higher than this Order; provided however, that Supplier shall continue the performance of this Order to the extent not terminated. Supplier shall not be liable for such additional costs if Supplier's failure to perform this Order arises out of causes beyond the control and without the fault or negligence of Supplier. No cause shall constitute a basis for excusable delay unless Supplier has notified Buyer in writing of the existence of such cause within ten (10) days from the beginning thereof.

16. TERMINATION FOR CONVENIENCE:

(a) The performance of work under this Order may be terminated, in whole or in part, by Buyer for its convenience in accordance with this clause. Termination of work shall be effected by delivery to Supplier of a notice of termination specifying the extent to which performance of work under the Order is terminated, and the date upon which such termination becomes effective. After receipt of a notice of termination and except as otherwise directed by Buyer, Supplier shall: (i) Stop work under the Order on the date and to the extent specified in the notice of termination; (ii) Place no further orders or suborders for materials, services, or facilities except as may be necessary for completion of such portions of the work under the Order that is not terminated; (iii) Terminate all orders and suborders to the extent that they relate to the performance of any work terminated by the notice of termination; (iv) Assign to Buyer, in the manner, and to the extent directed by Buyer all of the right, title and interest of Supplier under the Orders or subcontracts so terminated; (v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts subject to the approval or ratification of Buyer to the extent Buyer may require, which approval or ratification shall be final for all the purposes of this section; (vi) Transfer title and deliver in the manner, to the extent, and at the times directed by Buyer all fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the notice of termination, and the completed or partially completed plans, drawings, information, and other property which, if the Order had been completed, would be required to be furnished to Buyer; (vii) Complete performance of such part of the work as shall not have been terminated by the notice of termination; and (viii) Take such action as may be necessary or as Buyer may direct for protection and preservation of the property related to this Order which is in the possession of Supplier and in which Buyer or Buyer's customer has or may acquire an interest.

(b) After receipt of a notice of termination, Supplier shall submit to Buyer its termination claim promptly, but not later than three (3) months from the effective date of termination, unless one or more extensions in writing are granted by Buyer, upon request of Supplier made in writing within such three-month period or authorized extensions thereof. Settlement proposals must be accompanied by full and complete supporting documentation as required by Buyer.

17. STOP WORK ORDER:

(a) Buyer may by written order to Supplier, require Supplier to stop all, or any part, of the work called for by this Purchase Order for a period of 90 days after the stop-work order is delivered to Supplier, and for any further period to which the parties may agree. Upon receipt of the stop-work order, Supplier shall immediately comply with its terms and take all reasonable steps to minimize the need to incur of costs allocable to the work covered by the Order during the period of work stoppage.

(b) If a stop-work order issued under this section is canceled or the period of the stop-work order or any extension thereof expires, Supplier shall contact Buyer for further direction and shall not resume work unless directed to do so. Buyer shall make an equitable adjustment in the delivery schedule or purchase order price, or both in accordance with the changes section of this Order and the purchase order shall be modified, in writing, accordingly.

18. INTELLECTUAL PROPERTY:

(a) As used herein, "Intellectual Property" means all patents, copyrights, mask works, trademarks, trade secrets and other rights and information of a similar nature worldwide to the extent that such rights or information are created, designed or developed by Supplier in connection with or as a result of Supplier's performance of this Order. Such information includes, without limitation, designs, unique processes, drawings, prints, unique specifications, reports, data, and other technical information, regardless of form, and all unique equipment, tools, gauges, patterns, process sheets or work instructions related to such Goods or Services.

(b) Buyer represents that it is licensed to copy, embed and use all software provided under this Order onto a computer memory device and to make back-up copies of such software. Unless otherwise provided for in this Order, or in a prior written order directed to the software provided hereunder, Buyer's sole obligation with respect to software provided hereunder shall be to use such software in compliance with applicable copyright laws and regulations, irrespective of any other license agreement, including, but not limited to, any license agreement packaged with such software.

(c) Supplier hereby represents and warrants to Buyer that all materials, devices, Services and other information that Supplier uses, copies or adapts hereunder are owned by Supplier and/or are duly licensed to Supplier.

(d) The tangible and intangible work product developed under this Order, whether or not delivered under this Order, including, but not limited to, all analyses, recommendations, reports, and memoranda, shall become the property of Buyer.

(e) For goods or services delivered hereunder, Supplier shall be liable for and shall indemnify, defend and save Buyer and each subsequent purchaser or user thereof, harmless from any infringement claim, suit or action, including proceeding under 28 U.S.C. § 1498, alleging that manufacture, use, or sale infringes any patent, trademark, copyright, semiconductor chip product mask work right other right; except, however, that when such alleged infringement arises as a necessary consequence of Supplier's compliance with specification or designs furnished by Buyer which describe that aspect of the Goods or Services on which such alleged infringement is based.

(f) Protection of Buyer's Proprietary Information:

(i) Supplier agrees that all information constituting or related to specifications, dimensions, materials processes and trade secrets necessary or useful to define the configuration, design features and structural strength of any of Buyer's products or any components and parts thereof, (collectively "Buyer's Proprietary Information"), shall be kept strictly confidential and not disclosed to any third party without Buyer's prior written consent. Supplier agrees to keep Buyer's Proprietary Design Information confidential, and strictly protect it against any use, disclosure or transfer not expressly permitted under this section. Supplier agrees and promises to use Buyer's Proprietary Information only to perform this Order or other Orders for Buyer, and not to use Buyer's Proprietary Information for any other purpose. Supplier agrees to cause all documents and records (including computer or other electronic records) containing or derived in whole or in part from Buyer's Proprietary Information or containing Supplier-developed Buyer's Proprietary Information to bear the following legend:

Poseidon Systems LLC, Proprietary and Confidential

(ii) Information and ideas specifically developed by Supplier under, or in the course of performing this Purchase Order which are required for the design definition or unique production requirements of the goods or services required shall be owned by and disclosed to Buyer. Such information includes without limitation designs, unique processes, drawings, prints, unique specifications, reports, data, and other technical information, regardless of form, and all unique equipment, tools, gauges, patterns, process sheets or work instructions related to such goods or services.

(iii) At any time following completion or termination of this Order, Supplier shall, at Supplier's expense, return or destroy all of Buyer's Proprietary Information as Buyer may direct. Without limitation, Supplier of this Section shall remain and continue to be obligated to perform each and every provision, notwithstanding completion or termination of this Order.

(iv) Buyer shall have the right to audit all pertinent books and records of Supplier, and to make reasonable inspection of Supplier's premises, in order to verify compliance with this Section.

(v) The provisions of this Section 18 are in addition to and not in limitation of any rights of Buyer under any Non-Disclosure or other confidentiality agreement entered into between the parties, which agreements shall survive the execution of this Order.

19. INSURANCE:

(a) In the event Supplier will be performing services on Buyer's premises, Supplier agrees to secure and carry as a minimum the following insurance covering all work to be performed under this Order:

(i) Workers' Compensation and Employer's Liability Insurance in an amount sufficient by virtue of the laws of the country, state, or other governmental subdivision in which the work or any portion of the work is performed;

(ii) General Liability Insurance, including contractual coverage and Completed Operations, with limits of liability shall not be less than \$2,000,000 per occurrence; and

(b) All such insurance shall be issued by companies authorized to do business under the laws of the applicable governmental authority for the place in which all or part of the Services are to be performed, shall be in form satisfactory to Buyer, and shall contain a provision prohibiting cancellation except upon at least ten (10) days' prior notice to Buyer. All such insurance policies will be primary in the event of a loss arising out of the Supplier's performance of work. Certified copies of said policies or certificates evidencing such insurance and naming Buyer as an additional insured shall be provided to Buyer upon request within 30 days after the date of this Order and within a reasonable time after any renewals or changes to such policies are issued.

(c) If Supplier's subcontractors will also be performing services on Buyer's premises, Supplier agrees to insert the substance of this provision in all subcontracts entered into by Supplier to support work performed under this Order.

20. PARTIAL INVALIDITY/UNENFORCEABILITY: If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall be ineffective only to the extent of such prohibition or unenforceability. The remaining provisions shall be given effect in accordance with their terms.

21. SURVIVAL: Supplier agrees that the Warranty, Remedies for Breach of Warranty or Delivery, Indemnification, Inspection of Records, Intellectual Property Rights, Cumulative Remedies, Offset, Patent Infringement and Protection of Proprietary Information provisions of this Order and all provisions which relate to claims which may be made by Buyer under this Order shall survive completion, acceptance and termination of this Order

22. NO WAIVER: Buyer's failure to seek a remedy for any breach by Supplier or Buyer's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege hereunder shall not thereafter be deemed a waiver for any such terms, conditions, or privileges or any other terms, conditions, or privileges whether of the same or similar type.

23. ATTORNEYS FEES: To the extent Buyer prevails in any action to enforce this Order, or asserts a counterclaim for enforcement of this Order, Supplier agrees that Buyer shall be entitled to an award of its costs and expenses, including reasonable attorney's fees in connection with any such enforcement or counterclaim proceedings.

24. GOVERNING LAW: Unless otherwise expressly agreed to in writing this Order shall be interpreted in accordance with the plain English meaning of its terms and the construction thereof shall be governed by the laws of the State of New York, without regard to conflicts of law principles. Services shall be deemed to be goods for the purposes of this paragraph (i.e., the application of governing law). Trade terms and usage of industry shall be taken into account understanding the intent of the parties in relation hereto. Supplier hereby irrevocably consents to

personal jurisdiction and venue in any State or Federal Court located in Monroe County, New York, hereby appointing the Secretary of State or other applicable government authority as agent for receiving service of process. Any action or claim by Supplier with respect hereto shall also be brought in the appropriate court in the jurisdiction described in above.

25. REMEDIES CUMULATIVE: The rights and remedies herein reserved to Buyer shall be cumulative and additional to any other or further rights and remedies provided in law or equity.

26. INTERPRETATION AND ORDER OF PRECEDENCE:

(a) Any inconsistency or ambiguity in this Order shall be resolved by giving precedence in the following order:

(i) Any written changes to terms of the Order or any long-term agreement incorporated by reference in the Order, as mutually agreed to in writing in any Order (however, if such changes would alter the liability or warranty aspects of these terms, then such proposed changes will be null and void unless their acceptance is approved in writing by Buyer);

(ii) Specifications, work statements and drawings incorporated into the Order, (exclusive of any contractual terms or conditions, if any, which shall be deemed without force or effect);

(iii) Terms entered on an Order by Buyer that are specific to that Order and are not incorporated in the standard pre-printed Order terms and not incorporated by reference in the Order;

(iv) These Terms and Conditions of Purchase.

(b) Captions, as used herein, are for convenience of reference only and shall not be construed to limit or extend the language of the provisions to which such captions refer.

(c) The Parties agree that any ambiguity in these terms and conditions shall not be interpreted, construed or resolved to the disadvantage of either party pursuant to any general rule of contract construction.

27. ASSIGNMENT: Performance of this Order shall not be assigned by the Supplier in whole or in part without the prior written consent of Buyer. Any assignment by Supplier in whole or in part without the prior written consent of Buyer shall be null and void, shall be deemed a material breach of this Order.