

General Terms and Conditions of Purchase Jabil Defense and Aerospace Services, LLC

The terms and conditions set forth below, together with the written information contained in the purchase order (or subcontract), all attachments and exhibits hereto and all specifications, drawings, notes, instructions, requirements, and other written materials and information referred to therein, apply to the purchase of the goods and/or services described in the purchase order/subcontract ("goods" and/or "services") and are incorporated herein and made a part of the purchase order/subcontract (collectively referred to herein as the "Purchase Order"). The Purchase Order constitutes the entire agreement between Jabil Defense and Aerospace Services, LLC ("Jabil") and Seller with respect to the purchase of the goods and/or services described herein and supersedes all prior oral and written communications related thereto. If a Basic Ordering Agreement exists between Seller and Jabil with respect to the goods and/or services covered by the Purchase Order, the terms of such agreement prevail over any inconsistent terms herein.

1. AGREEMENT

Any conduct by Seller which recognizes the existence of a contract pertaining to the subject matter hereof, including but not limited to expressed acceptance, performance or partial performance under the Purchase Order, constitutes acceptance by Seller of these terms and conditions. Any terms proposed in Seller's acceptance of Jabil's offer which add to, vary from, or conflict with the terms herein are hereby objected to by Jabil. These terms constitute the complete and exclusive statement of the terms and conditions of the contract between the parties and may hereafter be modified only by written instrument executed by the authorized representatives of both parties. If this Purchase Order has been issued by Jabil in response to an offer, and if any of the terms herein are additional to or different from any terms of such offer, then the issuance of this Purchase Order by Jabil constitutes acceptance of such offer, subject to the express conditions that the Seller assent to such additional and different terms herein and acknowledge that this Purchase Order constitutes the entire agreement between Jabil and Seller with respect to the subject matter hereof and the subject matter of such offer. Seller is deemed to have so assented and acknowledged unless Seller notifies Jabil to the contrary in writing within 7 calendar days of receipt of this Purchase Order.

2. PRICE AND PAYMENT

- a. The price of the goods and/or services is as stated in the Purchase Order, and, unless otherwise so stated, includes all charges for packaging and packing of the goods, as well as any federal, state or local tax, duties, imposts or other levies. No increase in the price may be made for any reason without the prior written consent of Jabil.
- b. Seller may invoice Jabil any time after delivery of the goods and/or services, and each invoice must reference the Purchase Order number. Unless otherwise stated in the Purchase Order, payment terms are net 90 days after the later of: (a) Jabil's receipt of Seller's correct invoice; or (b) Jabil's receipt of conforming goods and/or services.
- c. Payment will be in US dollars unless otherwise agreed to by specific reference in the Purchase Order. Seller agrees that Jabil or its designee may exclusively use the value of the Purchase Order to satisfy any of its international offset obligations with Seller's country.
- d. Jabil may setoff against any sums owed by Jabil to Seller to cover the full costs of Seller's failure to comply with any provision of this Purchase Order.
- e. Seller agrees to extend to Jabil the lowest price and most favorable terms and conditions given by Seller to others, including its most favored customer, during the term of this Agreement for the same or similar quantities of the products.
- f. All rebates, credits, incentives or discounts received by Seller will be passed on to Jabil's US government customers as per law and regulation.
- g. Seller grants Jabil the right, at reasonable times and with reasonable notice, to validate that the invoiced prices to Jabil are consistent with the pricing and discount requirements herein.

3. DELIVERY, TITLE AND RISK OF LOSS

- a. Time is of the essence with respect to delivery under the Purchase Order. Unless otherwise expressly agreed, all goods delivered to Jabil will be FCA Seller's premises (Incoterms 2010) for international shipments, and FOB origin for US domestic shipments. Title and risk of loss will transfer to Jabil when the goods are delivered to the Jabil manufacturing facility identified on the Purchase Order. The goods must be marked in accordance with Jabil's instructions and any applicable regulations or requirements of the carrier.
- b. Seller must immediately notify Jabil in the event that Seller's timely performance under the Purchase Order is delayed or likely to be delayed. Such notice does not constitute a waiver by Jabil of any of Seller's obligations. If Seller fails to deliver goods in accordance with the schedule under the Purchase Order ("Delivery Date"), Jabil may direct Seller to expedite shipments of the goods to Jabil at Seller's cost. If only a portion of the goods specified in the Purchase Order is available for shipment to meet the Delivery Date, Seller must, unless Jabil instructs otherwise: (i) ship the available goods in time to ensure timely delivery; and (ii) ship at Seller's cost, the remaining portion of the goods as soon as possible.
- c. If the goods are delivered more than 30 business days prior to the Delivery Date, Jabil may either reject such goods and return the shipment to

Seller or accept delivery of the goods. Such shipments will be held at Seller's risk and expense including reasonable storage charges while awaiting Seller's shipping instructions, and return shipping charges will be at Seller's cost.

- d. Unless otherwise specified by Jabil, Seller must pack the goods in accordance with good commercial practices adequate to assure safe arrival at the destination, and the packaging must not contain ozone-depleting chemicals.

4. CHANGES

Jabil may, at any time prior to the Delivery Date, by a written order, and without notice, suspend its purchase of goods and/or services or make changes in: (i) the quantities of goods or the scope of services ordered or the Delivery Date; (ii) applicable drawings, designs, and/or specifications; (iii) the method of shipment or packing; and/or (iv) the place of delivery or the specified location for services to be performed. If a change by Jabil causes an increase in the cost of or the timing required for Seller's performance under the Purchase Order, and Seller so notifies Jabil promptly in writing (and in no event later than 7 calendar days after receipt of Jabil's written order setting forth a change), then the price and/or delivery schedule of the goods or services corresponding to such changed portion(s) of the Purchase Order will be equitably adjusted as mutually agreed upon by both parties, and the parties will modify the Purchase Order accordingly in writing. Nothing in this clause, including any disagreement concerning the equitable adjustment to be made, will excuse Seller from proceeding with the Purchase Order as changed. Any changes to the Purchase Order will bind Jabil only if they are in a writing signed by a duly authorized employee of Jabil.

5. INSPECTION AND ACCEPTANCE

- a. Seller must provide and maintain an inspection and process control system acceptable to Jabil covering the goods hereunder. Records of all inspection work by Seller must be kept complete and available to Jabil and its customers during the performance of the Purchase Order and for such longer periods as may be specified in the Purchase Order.
- b. Jabil reserves the right to assign representatives on an itinerant or resident basis at Seller's facilities for the purpose of maintaining surveillance activities, including the right to witness any or all inspections or tests performed as part of the requirements of this Purchase Order or assess materials, goods, or equipment (e.g. audits or cycle counts). Seller further agrees, upon reasonable advance notice by Jabil, to allow Jabil's customer or the Government's Contracting Officer under the Prime Contract (if any), or his/her authorized representatives, to visit Seller's facilities to review progress and witness inspections and testing pertaining to the requirements of this Purchase Order. Seller further agrees to insert and require its subcontractors to insert the substance of this sub-section in each lower-tier contract, including orders.
- c. All goods and services are subject to final inspection and acceptance by Jabil after delivery of the goods at Jabil's facility, or performance of the services, notwithstanding any payments or prior inspections. Jabil may reject defective or nonconforming goods and/or services. Upon notice of rejection, Seller must correct and re-tender conforming goods and/or services within 7 calendar days at its sole expense.
- d. Goods rejected and goods supplied in excess of quantities called for herein may be returned to Seller at Seller's expense and, in addition to Jabil's other available rights and remedies, Jabil may charge Seller all expenses of unpacking, examining, repacking and reshipping such goods. In the event Jabil receives goods whose defects or nonconformity is not apparent on examination, Jabil may require replacement, as well as payment of damages and costs incurred by Jabil.
- e. Payment for goods and/or services and/or Jabil's failure to inspect the goods and/or services does not constitute: (i) acceptance of any defective or nonconforming goods; or (ii) a waiver of Jabil's rights or remedies arising by virtue of any defect or nonconformity with the requirements of the Purchase Order. Nothing contained in this section relieves Seller from its own obligations of testing, inspection and quality control.
- f. Jabil's approval of designs, inspection, acceptance, payment or use of specific suppliers by Jabil does not relieve Seller of any of its obligations under this Purchase Order.

6. RESPONSIBILITY FOR JABIL FURNISHED MATERIALS

Unless otherwise provided in the Purchase Order, Seller, upon delivery to it or acquisition by it, of any supplies, tooling, molds, patterns, drawings, or other materials or equipment, the title to which lies with Jabil or that paid for by Jabil (collectively, "Jabil Furnished Materials"), assumes the risk of and is be responsible for the maintenance along with any loss thereof or damage thereto. Seller must not use such Jabil Furnished Materials other than pursuant to the Purchase Order without the prior written consent of Jabil, and must return Jabil Furnished Materials in good condition to Jabil upon completion or cancellation of the Purchase Order (except for reasonable wear and tear and except to the extent that Jabil Furnished Materials have been incorporated in the goods delivered under the Purchase Order or have been consumed in normal performance of work under the Purchase Order).

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Title to Jabil Furnished Materials will not vest in Seller, regardless of whether it is incorporated in or attached to property not owned by Jabil; nor will any Jabil Furnished Materials or any part thereof be or become a fixture or lose its identity because it is affixed to any realty. Seller must (i) maintain property control records of Jabil Furnished Materials consistent with good business practices and as may be prescribed by Jabil, (ii) promptly issue reports as Jabil may require, and (iii) cause Jabil Furnished Materials to be clearly marked to show that it is property of Jabil and/or Jabil's customer.

7. CONFIDENTIAL INFORMATION

Seller must keep confidential all designs, processes, drawings, specifications, reports, data and other technical or proprietary information disclosed by Jabil to Seller in connection with the Purchase Order ("Jabil Confidential Information"). Unless otherwise provided herein or authorized by Jabil in writing, Seller must use such information and items only in the performance of the Purchase Order. Seller must make Jabil Confidential Information available only to those of its employees, consultants and contractors having a need to know and solely for the purpose of this Purchase Order, provided that the Seller has taken adequate steps to bind the employee and other recipients with respect to the use and protection of the Jabil Confidential Information under terms and conditions at least as restrictive as those set forth herein. Seller is responsible for any breach of the terms of this section by it, as well as any of its employees, consultants and contractors to which it provides Jabil Confidential Information. Upon completion or termination of the Purchase Order, Seller must return all written materials and other items furnished by Jabil to Seller under the Purchase Order or make such other disposition thereof as may be directed or approved by Jabil.

8. WARRANTY

a. Seller warrants to Jabil and its customers that services will be (i) performed in (1) a competent and professional manner, and (2) compliance with all applicable laws and regulations, and (3) accordance with Purchase Order and/or statement of work, and (ii) goods will, for a period of 3 years from Jabil's acceptance of the goods (1) conform to all Purchase Order requirements and specifications, including Seller's published specifications, (2) be new and unused and free of any liens or encumbrances, (3) be free of defect in material, workmanship, and design; and (4) will not infringe upon any third party intellectual property rights.

b. Upon a breach of any warranty herein, Seller must promptly, at its sole cost and expense, and at Jabil's option (i) repair or remedy the defect or failure, replace the affected goods, re-perform the affected services, or provide a refund to Jabil for any affected goods and/or services, and (ii) reimburse and/or compensate Jabil for all of its direct, indirect, special, incidental, punitive and consequential damages, including recall costs, line shut-down costs. Seller's representations and warranties and all associated remedies will benefit and be enforceable by Jabil and its customers.

9. WORK PRODUCT, INVENTIONS, AND DEVELOPMENTS

a. Seller represents and warrants that the goods and/or services, and the manufacture, sale, use and provision of the goods and/or services do not, and that Seller has not received any notice that the goods and/or services, infringe any trade secrets, patents, trademarks, copyright, design, other intellectual property right or any other right of any third party. Seller is responsible for the payment of any fees, royalties and other charges necessary to maintain the rights required to fulfill these warranties.

b. If a third party enjoins or interferes with Jabil's use of any goods and/or services, then in addition to any rights and remedies available to Jabil at law or in equity, Seller must, at Jabil's option (a) obtain licenses necessary to permit Jabil or its customers/end-users to use or receive the goods and/or services, or (b) replace or modify the goods and/or services as needed to permit Jabil and its customers/end users to use or receive the goods and/or services.

c. Any and all inventions, trade secrets, mask works, computer programs, (including source code and object code) algorithms, goods, processes, designs, ideas, discoveries, developments, and works of authorship, as well as improvements and innovations thereof, and whether or not patentable, which are conceived, developed or reduced to practice by Seller individually or jointly with others in the performance of the Purchase Order or related to services performed for or on behalf of Jabil under the Purchase Order (hereinafter termed "Developments") are the exclusive property of Jabil.

b. Seller agrees to promptly disclose all Developments to Jabil and to execute documents and provide assistance (at the expense of Jabil or its designee) as are reasonably required to enable Jabil or its designees to patent or otherwise protect Developments in any country of the world. To the extent permitted by law, Seller further agrees to waive in favor of Jabil all moral rights, which Seller may have in and to such Developments.

c. All writings, drawings and any other graphic or recorded materials in any form (including computer programs or parts thereof) prepared by or for Seller in the performance of services to Jabil under the Purchase Order (hereinafter termed "Work Product") are the sole and exclusive property of

Jabil, and all originals and copies must be delivered to Jabil upon the expiration or termination of the Purchase Order for any reason or at such other time as Jabil may request. To the extent that Seller's Work Product or Developments are copyrightable or patentable, Seller will and hereby does assign all such copyrights and patent rights to Jabil. Additionally, Seller hereby agrees to assign, and execute all documentation necessary to assign all copyrights and patent rights as to Work Product and Development created by Seller during the term of the Purchase Order.

10. INDEMNITY

a. Seller agrees to indemnify, defend, and hold harmless Jabil and its affiliates, subsidiaries, officers, employees, and customers from and against any and all claims, actions, losses, expenses, damages, penalties, fines, liabilities and settlements arising from any actual or threatened third party claims relating to (i) infringement, misappropriation or violation of any patent, copyright, trade secret, trademark or any other intellectual property right of or by the goods or services purchased hereunder, (ii) personal injury or property damage caused by the goods or services purchased hereunder, (iii) Seller's violation of laws, and/or Seller's reckless or negligent act or omission, or intentional misconduct, and/or (iv) Seller's breach of any provision of this Purchase Order. Seller's indemnification obligations for claims related to or brought by anyone directly or indirectly employed by Seller or its subcontractors will not be limited by any provision of any workers' compensation act, disability benefits act or other employee benefit act, and Seller waives immunity under such acts to the extent they would bar recovery under or full enforcement of Seller's indemnification obligations.

b. Jabil may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires, provided that the costs of such representation will be paid by Jabil. If Jabil's use of any of the goods is enjoined as a result of any such infringement or alleged infringement, Seller agrees, at Jabil's option to: (i) accept return of the goods from Jabil and refund to Jabil the amounts paid by Jabil with respect to such goods; or (ii) modify the goods so that they become non-infringing but equivalent in functionality, quality, compatibility and performance; or (iii) procure for Jabil and its customers the right to continue using and distributing the goods. The foregoing obligation of Seller does not apply with respect to any good: (i) made in accordance with Jabil's specifications, if the alleged infringement would not have occurred but for conformance with such specifications; or (ii) which are modified after shipment by Seller, if the alleged infringement would not have occurred but for such modification.

11. TERMINATION

a. Jabil may terminate the Purchase Order in whole or in part for its sole convenience. In the event of such termination, Seller must immediately stop the terminated work, and cause its suppliers or subcontractors to terminate such work; provided, however, that Seller must complete performance of work not terminated. Upon written notice, Seller must transfer title and deliver to Jabil (i) fabricated or unfabricated parts, work in process, completed work, suppliers, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to Jabil. Jabil will pay Seller (subject to set off against amounts owed by Seller or any of its affiliated companies to Jabil and Seller's good faith efforts to mitigate costs to Jabil) the following amounts: (i) the price set forth in the Purchase Order for all accepted goods and/or services delivered in accordance with the Purchase Order and to the extent not previously paid for; and (ii) the actual reasonable costs incurred and paid by Seller which are properly allocable under recognized applicable accounting practices to the terminated portion of the Purchase Order. Seller will not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided. Notwithstanding the foregoing, regarding commercial-off-the-shelf items (as defined in FAR 2.101), Seller is not required to transfer title/deliver any materials to Jabil, and Jabil will have no liability to Seller arising from or relating to the termination for convenience.

b. Jabil may by written notice of default to Seller, terminate this Purchase Order in whole or in part if Seller fails to (i) deliver the goods and/or services within the time specified in this Purchase Order, (ii) make progress, so as to endanger performance of this contract; or (iii) perform any of the other provisions of this Purchase Order. If Jabil terminates this Purchase Order in whole or in part, it may acquire, under the terms and in the manner Jabil considers appropriate, goods or services similar to those terminated, and Seller will be liable to Jabil for any excess costs for those goods or services. However, Seller must continue the work not terminated, and Jabil may require Seller to transfer title and deliver to Jabil, as directed by Jabil, any (i) completed goods, and (ii) partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as manufacturing materials in this clause) that Seller

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has specifically produced or acquired for the terminated portion of this Purchase Order.

Upon direction of Jabil, Seller must also protect and preserve property in its possession in which Jabil has an interest. Jabil will pay Purchase Order price for completed goods delivered and accepted. Seller and Jabil will agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the disputes clause. Jabil may withhold from these amounts any sum Jabil determines to be necessary to protect Jabil against loss because of outstanding liens or claims of former lien holders. Jabil's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this contract.

12. COMPLIANCE WITH LAWS

Seller represents and warrants that it will comply with all applicable laws and regulations concerning the goods and/or services, and that its performance of this Purchase Order does not cause Jabil to be in violation of any applicable laws and regulations, including, but not limited to the following:

- a. **Anti-corruption:** Seller represents and warrants that it and its consultants and suppliers/subcontractors comply with all applicable federal, state, local and foreign anti-corruption laws and ordinances, including, without limitation, the US Foreign Corrupt Practice Act and the UK Bribery Act.
- b. **Labor/Employment:** Seller, its consultants and subcontractors, must abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
- c. **Conflicts Minerals:** Seller recognizes, in relation to the Conflict Minerals provision (Section 1502) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"), the risks associated with sourcing "Conflict Minerals" (tin, tantalum, tungsten and gold) from the Democratic Republic of the Congo and adjoining countries. To the extent required by the Act, Seller commits to comply with the Act. If requested by Jabil, Seller must (i) complete the reasonable country of origin inquiry (RCOI) of Conflict Minerals; and (ii) perform reasonable due diligence of its supply chain to determine if Conflict Minerals sourced from the DRC countries directly or indirectly support human rights violations. Seller must take all other measures as are necessary to comply with the Act, its regulations, and amendments, as applicable.
- d. **Environmental.**
 - (i) Seller covenants that the goods comply with all laws, as amended, governing the management, handling, shipping, import, export, notification, registration or authorization of chemical substances such as the US the Toxic Substances Control Act, US Clean Air Act, the European Union's Restrictions on Hazardous Substances, REACH legislation, and on Waste Electrical and Electronic Equipment, and other comparable chemical regulations (collectively "Chemicals Legislation"). Unless Jabil has expressly agreed otherwise in writing, Seller covenants that the goods do not contain (i) any chemicals that are restricted or otherwise banned under Chemicals Legislation and/or (ii) contain lead, mercury, cadmium, hexavalent chromium, polybrominated biphenyls (PBB), polybrominated diphenyl ethers (PBDE), arsenic, asbestos, benzene, polychlorinated biphenyls, carbon tetrachloride, beryllium or radioactive materials.
 - (ii) If Seller is located outside of the U.S. and is shipping goods into the US, regardless of which party is the importer of record, Seller agrees to comply with the import restrictions contained in section 13 of the Toxic Substance Control Act (TSCA) 15 U.S.C. 2601 et seq., provide the appropriate TSCA Certification required under 19 CFR 12.121, and be responsible for any fines or liabilities resulting from breaches of this provision.
 - (iii) Goods manufactured with, packaged with, or otherwise containing Class 1 Ozone Depleting Substances (ODS) is prohibited by Jabil. Goods manufactured with or containing Class 2 Ozone Depleting Substances is discouraged. If ODS Class 2 substances are used, the goods and/or substances must be identified, labeled and registered in accordance with 40 CFR 82.100- 82.124. Seller is responsible for any environmental taxes associated with the use of Ozone Depleting Substances used in manufacturing process or contained in goods provided to Jabil in accordance with the most recent Internal Revenue Service publications.
- e. **Federal Acquisition Regulations:** For orders placed in support of a US Government Contract, the additional terms and conditions are hereby incorporated by reference:

- (i) Seller's Annual Representation and Certifications form (including, but not limited to, the representation that Supplier is not presently debarred, suspended, or denied by the US Government);
- (ii) For orders meeting the Federal Acquisition Regulation (FAR) definition of a commercial item, as asserted by the Seller and accepted by Jabil, the FAR Part 12 clauses (i.e., JAB111886); and otherwise, FAR Part 15 clauses (i.e. JAB111887); (ii) for orders in support of a contract that is rated under the Defense Priorities and Allocations Program (DPAS), the DPAS requirements of 15 CFR 700 and (iii) for goods in support of a contract subject to Communications Security (COMSEC) restrictions, the procedures of NSA/CSS Manual 3-16.

- f. **Trade Control and Supply Chain Security:** Seller acknowledges that all technical data, technology, hardware, software or other items (collectively, "Items") obtained from Jabil are subject to US export laws and regulations, and the laws of non-US governments that may apply to the import, export, use, transfer or distribution of Items. The applicable US regulations are determined by the export control level of the Items, and may include, but are not limited to, Export Administration Regulations ("EAR"), Foreign Assets Control Regulations, and International Traffic in Arms Regulations ("ITAR"). Seller agrees to comply with all such applicable laws and regulations. Seller agrees to notify Jabil prior to delivery if goods and/or services to be supplied to Jabil are subject to ITAR, the Wassenaar International Munitions List or are EAR 9x515 or 600 series items. Seller agrees to furnish to Jabil all information reasonably requested to establish Seller's compliance with ITAR. This clause survives the expiration or termination of this Purchase Order.

Anti-Terrorism Security: Seller warrants it is in compliance with and will cause each of its subcontractors and suppliers to comply with (1) all applicable laws relating to anti-terrorism security measures and (2) all Supply Chain Security guidelines as defined by the importing country, including but not limited to: C-TPAT (Customs-Trade Partnership Against Terrorism) as published by the United States, the STP (Secure Trade Program) as published by Singapore, and the AEO (Authorized Economic Operator) as published by the European Union. Supplier warrants that all eligible locations shipping to Jabil are registered to all applicable known shipper programs. Additional CTPAT information can be found by visiting the U.S. Customs and Border Protection site at: <http://www.cbp.gov/xp/cgov/home.xml>

Seller covenants that it has included requirements substantially similar to the covenants in this Agreement in all sub-contracts it enters into related to the fulfillment of this Agreement. Seller agrees to indemnify and save harmless and defend Jabil for any breach of this section 12.

13 MISCELLANEOUS

- a. **Order of Precedence.** Any inconsistencies will be resolved in accordance with the following descending order of precedence: (i) Purchase Order provisions, including Prime or higher tier flowdown terms and conditions incorporated into the Purchase Order, (ii) the Basic Ordering Agreement (if applicable); (iii) these General Terms and Conditions of Purchase; (iv) statement of work (if applicable) (v) specifications and drawings.
- b. **Early Manufacture/Procurement.** Seller will not, without Jabil's prior written consent, commence to manufacture or procure materials for any of the goods specified in the Purchase Order in advance of Seller's normal lead time for such goods. In the absence of Jabil's prior written consent, Jabil will not be obligated, in the event of termination or a change of the Purchase Order, with respect to any goods and/or materials manufactured or procured in advance of Seller's normal lead time for such goods.
- c. **Subcontracting.** Seller must not subcontract or permit anyone other than Seller's employees to manufacture the goods or perform any other work required to be performed by Seller under this Purchase Order without first securing the written approval of Jabil.
- d. **Independent Contractor/Insurance.** Seller agrees that all work performed by Seller and its employees and subcontracts is performed as an independent contractor and that the persons doing such work will not be considered employees of Jabil. Seller agrees that as an independent contractor, Seller is fully responsible for the payment of all taxes and benefits owed to individuals performing work on Seller's behalf under this Purchase Order. Seller will reimburse Jabil on request for any expense, penalty or liability incurred by Jabil due to Seller's failure to pay any such tax or charge. Seller agrees to indemnify, defend and hold harmless Jabil from any and all claims or liabilities, including federal, state or local liability or penalties, arising out of the work covered by this paragraph.
- e. **Assignment.** This Purchase Order may not be assigned, in whole or in part, without Jabil's prior written consent.
- f. **Disputes.** This Purchase Order is governed and will be construed in accordance with the laws of the State of Florida, exclusive of its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of goods does not apply to this Purchase Order. Unless otherwise

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directed by Jabil in writing, Seller must proceed diligently with the performance of this Contract pending the final disposition of any dispute hereunder.

If Seller is a US company, Seller agrees and consents that the appropriate courts sitting in Pinellas County, Florida, USA, have sole and exclusive jurisdiction over any dispute arising out of or related to this Purchase Order.

If Seller is a non-US company, all disputes, claims or controversies arising under or in connection with this Purchase Order will be settled by arbitration held in Miami, Florida, administered by the International Centre for Dispute Resolution in accordance with its International Dispute Resolution Procedures in effect at the time the proceedings begin (the "Procedures"). The arbitration proceedings and all communications related thereto will be in English. The arbitration will be conducted by one arbitrator determined in accordance with the Procedures, and the arbitrator's decision will be final and binding. Judgment on the award may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either party may obtain preliminary or temporary injunctive relief at any time from a court of competent jurisdiction; provided, however, that requests for permanent injunctive relief will be arbitrated pursuant to this section.

g. **Severability.** If any provision of the Purchase Order is held illegal or unenforceable by any court or other authority of competent jurisdiction, such provision will be deemed severable from the remaining provisions of the Purchase Order and will not affect or impair the validity or enforceability of the remaining provisions of the Purchase Order.

h. **Waiver.** Either party's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or a party's waiver of any breach hereunder will not thereafter waive any other terms, conditions or privileges, whether of the same or similar type. The rights and remedies set forth in these terms and conditions are in addition to any other rights and remedies provided at law or in equity.

i. **Publicity.** Seller may not use Jabil's name in any public statements nor otherwise disclose the existence or content of the Purchase Order without Jabil's express written consent.

j. **Notices.** All notices, reports, requests, approvals and other communications required or permitted under the Purchase Order must be in writing and when made Jabil, must be made to 10500 Dr Martin Luther King Jr St N, St Petersburg, Florida, USA, attention: General Counsel.

k. **Amendments.** Subject to the terms and condition herein (including section 4), this Purchase Order may be amended or supplemented only by a writing that refers explicitly to the Purchase Order and that is signed on behalf of both parties.

l. **Entire Agreement.** This Purchase Order constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous communications or agreements (oral or written) between the parties with respect to the subject matter hereof.

m. **Intended Beneficiary.** Seller agrees that Jabil and its customers are intended beneficiaries with respect to sections

m. **Security Interest.** Seller agrees to cooperate with Jabil in executing such documents as Jabil deems appropriate to protect the security interest of Jabil and Jabil's customers in Seller's work-in-process and Jabil Furnished Materials.

n. **IT Security.** Seller must: (i) protect the security, integrity and confidentiality of Jabil Confidential Information as set forth in this Purchase Order, (ii) protect against any anticipated threats or hazards to the security or integrity of such Jabil Confidential Information, (iii) protect against any unauthorized access to or use of such Jabil Confidential Information and (iv) comply with all applicable federal and state legal and regulatory requirements for data protection, including DFARS cybersecurity requirements. Jabil has the right to conduct a security audit on the premises of Seller during normal business hours to ensure compliance with the foregoing security provisions. For the purposes of such audit, Seller will provide access to: (i) any facility which Seller, its affiliates or any of its subcontractors uses to fulfill obligations under this Purchase Order, (ii) Seller personnel, (iii) Seller systems and (iv) Seller data and records, in each case only to the extent required to conduct such audits permitted under this Purchase Order. With respect to any audit findings of a failure of Seller to comply with the foregoing security provisions, Seller will promptly implement corrective or remedial action. Seller must notify Jabil of any known or suspected security breach of its system or facilities containing Jabil Confidential Information or any other release of or unauthorized access to confidential information relating to this Purchase Order promptly, but not later than one business day, after discovery. Seller, at its sole cost and expense, must cooperate with any investigation, whether instituted by Jabil or any other entity with jurisdiction to conduct such investigation, of any such breach, release, or unauthorized access.

o. **Counterfeit.** For the purposes of this clause, "Counterfeit Work" means any goods/materials that are or contain items that (i) are an unlawful or

unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified item from the original or authorized manufacturer, or (ii) are used items represented as new, or (iii) have false identification of grade, serial number, lot number, date code, or performance characteristics. Seller warrants that Seller will not deliver Counterfeit Work to Jabil, and agrees that:

(i) Seller must immediately notify Jabil if Seller becomes aware of or suspects that it has furnished Counterfeit Work to Jabil.

(ii) If Counterfeit Work is delivered to Jabil (as determined in Jabil's reasonable discretion), Jabil may impound or remove the Counterfeit Work from any goods and notify Seller. Seller may contest Jabil's determination by (i) within 5 business days of Jabil's notice, providing Jabil written notice and (ii) within 30 days of Jabil's notice, at Seller's sole expense, having the alleged Counterfeit Work tested by an independent and qualified laboratory that has been reasonably approved by Jabil, and providing a copy of the laboratory's report to Jabil. Counterfeit Work and suspect counterfeit parts may be retained by Jabil until determined to be authentic or destroyed or otherwise disposed of by Jabil or its representative. Seller agrees that Counterfeit Work has no value and that Jabil, in its sole discretion, will be entitled to either a reimbursement for any amounts paid or an immediate replacement of such Counterfeit Work with genuine Work.

Regarding any Counterfeit Work involving electrical, electronic, and electromechanical goods (collectively "EEE") delivered under this Purchase Order, e.g., transformer, connector, capacitor, resistor, integrated circuit, monolithic microcircuit, hybrid microcircuit, transistor, diode, power supply, motor, servo or relay, and including any embedded software or firmware:

(iii) Seller must implement and maintain a Counterfeit Electronic Parts Prevention and Control Plan using industry standards SAE AS5553, SAE AS6081, DFARS 252.246-7007 and DFAR 252.246-7008. Seller and its sub-tier suppliers must maintain Government-Industry Data Exchange Program (GIDEP) subscriptions for receiving counterfeit notifications and acting on counterfeit alerts.

(iv) Seller must purchase EEE directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or, if approved in advance in writing by Jabil, through an OCM/OEM authorized supplier or other source (only if not available from the OCM/OEM). All EEE not acquired directly from the OCM/OEM or an OCM/OEM authorized supplier require documented inspection/test (see SAE AS6081) to confirm validity, and Seller must provide OCM/OEM documentation that authenticating traceability to the OCM/OEM.

Notwithstanding any other provision in an Order, Seller is liable to Jabil for all costs (including without limitation any claims, damages, expenses and other amounts) directly or indirectly relating to the testing, removal and replacement of Counterfeit Work. This clause applies in addition to any quality provision, specification, statement of work or other provision included in an Order addressing the authenticity of Work. The remedies contained in this paragraph are in addition to any remedies Jabil may have at law, equity or under other provisions of an Order. To the extent such provisions conflict with this clause, this clause prevails.

Seller must include this subsection 17(r) or equivalent provisions in all lower tier contracts for the delivery of electronic items that will be included in or furnished as Work to Jabil, including subcontracts for commercial items, and for electronic parts or assemblies containing electronic parts.

p. **Insurance.** Seller must maintain, and cause its suppliers and subcontractors to maintain, insurance in the minimum amounts stated below:

i. Workers compensation insurance (including occupational illness or disease coverage, or other similar social insurance in accordance with the law of the state exercising jurisdiction over the employee), and employer's liability insurance with a minimum limit of the higher of (i) USD 1,000,000.00 per occurrence, or (ii) any amount required by law.

ii. Commercial general liability insurance, including goods, completed operations liability and personal injury, contractual liability and broad form property damage liability coverage for damages to any property with a minimum combined single limit of USD 1,000,000.00 per occurrence and USD 2,000,000.00 in the aggregate.

iii. If specified on the Purchase Order, aviation products liability of USD 50,000,000.00 and grounding liability of USD 25,000,000.00.

The foregoing insurance must be with insurers having an A.M. rating of A-XII or better (or equivalent), primary and non-contributing with respect to any other insurance or self-insurance which may be maintained by Seller, and must include a waiver of subrogation on the General Liability and Worker Compensation policies. Seller must provide insurance certificates (Accord Form 25 or equivalent) naming Jabil and its officers, employees, agents and contractors as an additional insured (Workers Compensation excluded) and Seller must provide not less than 30 calendar days written notice to Jabil prior

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to any modification, cancellation or non-renewal of the policies (Certificate holder must be written as: Jabil Defense and Aerospace Services, LLC - Attention General Counsel, 10500 Dr. Martin Luther King Jr. St. N., St. Petersburg, FL 33716).

q. **Survival.** Provisions that contemplate performance or observance subsequent to any termination or expiration of the Purchase Order survive such termination or expiration and continue in full force and effect, including but not limited to sections 7, 8, 9, 10, 11, 12, and 13.

r. **Supplier Requirements.** Seller agrees to comply, and ensure its suppliers and subcontractors comply, with all applicable requirements (including quality requirements) specified in the Purchase Order.

s. **Business Integrity.** Seller agrees to adhere to the Jabil Supplier Code of Business Conduct. In the event that Seller has cause to believe that Jabil or any Jabil employee or agent has acted improperly or unethically under this Purchase Order, Seller is requested to report such conduct to Jabil's Global Compliance Hotline at 1-877-217-6328 or www.JabilGlobalCompliance.com. Public copies of Jabil's Guide to Business Conduct are available at <http://www.Jabil.com> under "Investors-Corporate Governance." Seller is required to report to Jabil if there is credible evidence that the officers, directors, owners, partners and persons having primary management or supervisory responsibilities for the business entity have violated Federal criminal law including, fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or if there is a violation of the civil False Claims act (31 U.S.C. §§3729-3733), or if there have been significant overpayment(s) on contracts, other than overpayments resulting from contract financing payments as defined in FAR 32.001. If supplying EEE (defined in section 17), Seller agrees to comply with the Electronic Industry Code of Conduct available at <http://www.eiccoalition.org/>

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