

STANDARD TERMS AND CONDITIONS FOR SERVICES BETWEEN GALLEON AND SUPPLIER

These Standard Terms and Conditions shall apply to each ORDER issued by **Galleon Embedded Computing LLC** (Galleon) in support of services for U.S. Government programs. Additional or differing terms or conditions proposed by SUPPLIER or included in SUPPLIERS acknowledgment hereof or with the ORDER are expressly rejected by Galleon and have no effect unless expressly accepted in writing by Galleon. The supplier will perform the Work under the ORDER in accordance with the applicable requirements and provisions of the ORDER and these Standard Terms and Conditions for Services.

1. DEFINITIONS

“Galleon” means Galleon Embedded Computing, LLC, acting through its companies or business units as identified on the face of this contract.

“Galleon POINT OF CONTACT (POC)” means a person authorized by the Galleon procurement team to administer and/or execute the ORDER.

“CFR” means the Code of Federal Regulations.

“FAR” means the Federal Acquisition Regulation.

“DFARS” means the FAR Supplement.

“INTELLECTUAL PROPERTY” means any legally enforceable rights, worldwide, under statute or common law with respect to inventive subject matter or discoveries or original works of authorship and including, but not limited to patents, copyrights (including mask works), trademarks and trade secrets.

“ORDER” means the instrument of contracting, such as “Purchase Order”, “PO”, “Order”, Letter Contract”, or “Subcontract”, including any modifications/amendments thereto.

“PARTY” means Galleon or Supplier, referred to individually, as applicable, for the execution of the ORDER.

“PARTIES” means Galleon and Supplier, referred to collectively, as applicable, for the execution of the ORDER

“SUPPLIER” means the PARTY identified on the face of the ORDER with whom Galleon is contracting.

“WORK” means all labor, articles, materials, supplies, goods, and services constituting the subject matter of the Agreement.

2. DEBARMENT, SUSPENSION, AND INELIGIBILITY

In accordance with FAR 52.209-6, SUPPLIER certifies that for all ORDERS with a total order value exceeding \$35,000 (1) neither it nor its principals are debarred, suspended, or proposed for debarment by the Federal Government; (2) it shall notify Galleon in writing, within three (3) days of receipt of a Notice of Suspension or Debarment; and (3) it shall include this requirement in all subcontracts in excess of \$35,000 other than subcontracts for commercially available off-the-shelf items.

3. PRICE, INVOICE, AND PAYMENT

The ORDER is a binding agreement. The PARTIES acknowledge that any additional Work will be priced and mutually agreed to at the time of the request. Upon agreement of the additional Work and pricing associated with this Work, the ORDER will be amended appropriately.

Galleon shall reimburse the SUPPLIER in accordance with the prices, delivery/payment schedule, and/or services itemized on the ORDER. Unless otherwise provided, terms of payment shall be Net Forty-Five (45) days from receipt of an approved SUPPLIER invoice.

Material invoices shall be submitted upon shipment. Invoices shall be signed and certified as to the completion of Work. Invoices shall be mailed or emailed in accordance with the Invoicing Instructions on the ORDER. Invoices shall identify the applicable ORDER number. In the absence of Invoicing Instructions on the ORDER, invoices shall be mailed or emailed to:

Galleon Embedded Computing LLC
Attn: Accounts Payable
1260 Pin Oak Rd. Suite 205
Katy, TX 77494

or gec.us.ap@spectra-aerodef.com

4. ORDER DIRECTION

Only the Galleon POC has authority on behalf of Galleon to make changes to the ORDER. All amendments or modifications must be identified as such in writing and executed by the PARTIES. Galleon personnel may from time to time, render assistance, give advice, discuss, or provide information with SUPPLIER’S personnel concerning the Work hereunder. No such action shall be deemed to be a change under the "Changes" section of these Standard Terms and Conditions and shall not be the basis for equitable adjustment unless authorized by the Galleon POC. Except as otherwise provided herein, all notices to be furnished by the SUPPLIER shall be in writing and sent to the Galleon POC.

5. PRIORITY RATING

SUPPLIER shall comply with any priority ratings in accordance with the Defense Priorities Allocation System Regulation C.F.R. Part 700. All rated orders shall be identified as such within the ORDER.

6. COMPLIANCE WITH LAWS

SUPPLIER shall comply with all applicable laws, orders, rules, and regulations. SUPPLIER shall procure all licenses and permits and pay all fees and other required charges necessary to conduct its business, all at SUPPLIER’S expense.

7. EXPORT CONTROL

The SUPPLIER will comply with all export laws, restrictions, national security controls, and regulations of the U.S. or other applicable domestic or foreign agency or authority, including, but not limited to, the requirements of the Arms Export Control Act, the International Traffic in Arms Regulation (ITAR), the Export Control Reform Act of 2018, the Export Administration Regulations, and the regulations of the Office of Foreign Assets Control. at the SUPPLIER’S sole expense. SUPPLIER shall not export or re-export, or allow the export or re-export of any software, equipment or products associated with the Work provided by SUPPLIER, in

violation of any restrictions, laws or regulations, except in accordance with all licenses and approvals required under applicable export laws and regulations.

Upon Galleon request, the SUPPLIER shall provide Galleon with technical specifications of the Work covered by the ORDER sufficient for Galleon to determine the appropriate export and import classification of such items. SUPPLIER warrants, that to the best of SUPPLIER'S knowledge, the SUPPLIER is not listed on any United States Government international trade sanctions and that SUPPLIER shall give immediate written notice to Galleon in the event that it is so listed.

Without limiting the foregoing, the SUPPLIER shall not transfer any export-controlled item, data, or services, including transfer to a person who is not a "U.S. Person" as defined in the ITAR (22 C.F.R. § 120.15), without the authority of a United States Government export license, technical assistance agreement, or other authorization. The restrictions on the transfer of export-controlled data apply equally to data furnished by Galleon and to any such export-controlled data incorporated in documents generated by SUPPLIER. The SUPPLIER'S submittal of a Certificate of Conformance at the time of shipment confirms compliance with this Section.

8. TIMELY PERFORMANCE

SUPPLIER'S timely performance is a critical element of the ORDER and time is of the essence. If the SUPPLIER becomes aware of a difficulty in performing the Work, SUPPLIER shall notify Galleon within 72 hours, in writing, giving pertinent details. This notification shall not change any delivery schedule. Failure to provide timely notification may result in termination for default in accordance with the "Default" section herein. Acceptance of late deliveries shall not constitute waiver of this provision.

9. INSPECTION AND ACCEPTANCE

Galleon may inspect all Work at reasonable times and places, including, when practicable: during development or performance, as stated per the requirements of the ORDER or associated contractual agreement. SUPPLIER shall provide the right of access to Galleon, its customers, and regulatory authorities during normal business hours and with adequate notice and availability to all information and assistance necessary for safe and convenient inspection without additional charge. Right of access includes the SUPPLIER'S sub-tiers within the Supply Chain.

No such inspection shall relieve the SUPPLIER of its obligations to furnish and warrant all Work in accordance with the requirements of the ORDER. If SUPPLIER'S Work is found non-conforming, Galleon may, at its option, and at the SUPPLIER'S expense have service promptly replaced or corrected by the SUPPLIER or obtain compliant service from another source.

SUPPLIER shall promptly notify Galleon of any known or suspected nonconformance related to processes, products, or services and obtain approval for recommended disposition before acceptance and delivery to Galleon.

The SUPPLIER shall be liable for any increased costs, including re-procurement costs, associated with the non-conforming service.

10. RECORD RETENTION

The SUPPLIER shall maintain records related to this order for three (3) years from the date of final payment received by Galleon. Records related to this order include, but are not limited to, financial, proposal,

procurement, specifications, production, inspection, test, quality, shipping and export, and certification records. Records shall be kept complete and available to Galleon and its end customers during this period and made available at no additional cost.

11. QUALITY CONTROL SYSTEM

SUPPLIER shall provide and maintain a quality control system to an industry-recognized Quality Standard and in compliance with any other specific quality requirements identified in the ORDER. Records of all quality control inspection work by the SUPPLIER shall be kept complete and available to Galleon and its end customers, as requested.

12. DEVIATION/ WAIVER

The SUPPLIER shall not provide any services not in compliance with requirements of the ORDER or associated contractual agreement without prior written consent from Galleon. In such case, where a departure from requirements is determined and a deviation request is desired, the SUPPLIER is required to submit a waiver stating, as a minimum, the following:

- a) time period for which the deviation is required,
- b) Detailed rationale for the request, and
- c) Root Cause and Corrective Action to prevent future occurrence of deviation.

13. CHANGES

Order Changes. The Galleon POC may at any time, by written notice make changes within the general scope of the ORDER. If any such change causes an increase or decrease in the cost of, or the time required for performance of any part of the ORDER, Galleon may request an updated quote from the SUPPLIER. Galleon shall make an equitable adjustment in the contract price and/or delivery schedule and modify the ORDER upon mutual agreement between the PARTIES, as required.

The SUPPLIER must assert its right to an equitable adjustment under this Section within thirty (30) days from the date of receipt of the written change order from Galleon; failure to submit in accordance with the prescribed time herein waives the SUPPLIER'S right to an equitable adjustment for such claim.

Failure to agree to any adjustment shall be resolved in accordance with the "Disputes" section of these Standard Terms and Conditions. However, nothing contained in this "Changes" section shall excuse the SUPPLIER from proceeding without delay in the performance of the ORDER as changed. Notwithstanding anything to the contrary in the ORDER, in the event that the delivery schedule is accelerated, the SUPPLIER shall use commercially reasonable efforts to comply with the changed delivery schedule. In the event SUPPLIER is unable to meet the accelerated delivery schedule, despite SUPPLIER'S commercially reasonable efforts to do so, the SUPPLIER will not be deemed to be in breach of the ORDER.

SUPPLIER Initiated Changes. During the performance of the ORDER, SUPPLIER shall not make any changes in the Work performed/ provided, including but not limited to, changes to the process, location, or use of suppliers and key management/ personnel, without advance notification to and written approval of Galleon. Any Work that is changed without prior notification to and consent from Galleon shall be deemed nonconforming under the ORDER. Changes shall not be binding upon Galleon unless confirmed in writing by the Galleon POC. The issuance of information, advice, approvals, or instructions by Galleon technical personnel or other representatives shall be deemed expressions of personal opinion only and shall not

affect Galleon and SUPPLIER'S rights and obligations hereunder unless provided in writing by the designated Galleon POC.

14. WARRANTY

SUPPLIER warrants the Work performed pursuant to the ORDER shall strictly conform to applicable specifications, drawings, samples, descriptions, and other requirements of the ORDER and be free from defects in design, material, and workmanship for a period of one (1) year from the date of Galleon acceptance of such Work. In the event of any breach of the foregoing warranty, Galleon shall, in its discretion, require SUPPLIER to, at its own expense: (1) correct the non-conforming Work and/or non-conforming Deliverables to conform to the requirements defined in the ORDER or (2) refund to Galleon that portion of the price received by SUPPLIER attributable to the non-conforming Work and/or Deliverables. No warranty claim shall be effective unless Galleon has delivered to SUPPLIER written notice specifying in detail the non-conformities within thirty (30) days after the performance of the non-conforming Work or tender of the non-conforming Deliverables. Any repaired or replaced item(s) shall be subject to these same warranties. The remedy set forth in this Section is the sole and exclusive remedy for breach of the foregoing warranty.

Galleon represents and warrants to SUPPLIER that Galleon has the right to use and furnish to SUPPLIER for SUPPLIER'S use in connection with the ORDER, any information, specifications, data, or INTELLECTUAL PROPERTY that Galleon has provided or will provide to SUPPLIER in order for SUPPLIER to provide the Work as identified in the ORDER.

15. WAIVERS, APPROVALS, AND REMEDIES

Failure by either PARTY to enforce any of the provisions of these Standard Terms and Conditions or applicable law shall not constitute a waiver of the requirements of such provisions or law or as a waiver of the right of a PARTY thereafter to enforce such provision or law. Galleon approval of documents shall not relieve the SUPPLIER of its obligation to comply with the requirements of these Standard Terms and Conditions. The rights and remedies of either PARTY in these Standard Terms and Conditions are cumulative and in addition to any other rights and remedies provided by law or in equity.

16. TERMINATION FOR DEFAULT

Galleon, by written notice, may terminate the ORDER for default, in whole or in part, if SUPPLIER (i) fails to comply with any material WORK requirements of the ORDER; (ii) fails to comply with any of the terms of the ORDER; (iii) files or has filed against it a petition in bankruptcy; or (iv) becomes insolvent or suffers a material adverse change in financial condition; (v) is sanctioned, suspended, or debarred by the federal government. SUPPLIER; (vi) failure to comply with applicable laws, orders, rules, and regulations; (vii) has an organizational conflict of interest (OCI) as defined in FAR Subpart 9.5 that cannot be reasonably mitigated. SUPPLIER. SUPPLIER shall have ten (10) days (or such longer period as Galleon may authorize in writing) to cure (the "Cure" period) any such failure after receipt of notice from Galleon. Default involving bankruptcy or adverse change in financial condition shall not be subject to the Cure provision.

17. INDEMNIFICATION

Each PARTY (the "Indemnitor") shall indemnify, defend, and hold harmless the other PARTY from any and all third-party claims, direct damages, suits, actions, judgments, liabilities, defaults, reasonable costs, and expenses asserted against or incurred against such other PARTY as a result of any injury to or death of any person or damage

to any property, or for any injury or death to a third party or damage to its property which is caused by the negligence of Indemnitor while on the other PARTY'S premises as a result of the performance of the ORDER to the degree or extent so caused.

18. DISPUTES

If a dispute arises between the PARTIES relating to the ORDER that cannot be resolved at the project level, the PARTIES agree to use the following procedure prior to either PARTY pursuing other available remedies:

Each PARTY will negotiate in good faith any dispute and if such negotiation is unsuccessful then the PARTIES will refer the dispute in writing to their respective senior-level management representatives with decision-making authority regarding the dispute. The PARTIES' senior level management representative shall meet at a mutually agreed time and place within ten (10) days of such written notice and the senior level management will attempt in good faith to negotiate a resolution of the dispute. As part of this further negotiation, the senior level management shall in good faith consider using Alternate Dispute Resolution ("ADR") methods to assist in such continued negotiation.

Continued Performance. The PARTIES will continue to perform under the ORDER during the Dispute resolution process.

Injunctive Relief. The PARTIES agree to the confidentiality provisions contained in the executed NDA, as applicable, and acknowledge that the unauthorized disclosure of any information required to be kept confidential pursuant to the ORDER may give rise to immediate irreparable injury to the PARTY that owns the information. Notwithstanding the Dispute Resolution provision contained herein, each PARTY may seek immediate and injunctive relief against the breach or threatened breach by the other PARTY of the covenants to keep such information confidential. The PARTIES further agree that the covenants contained herein or in the executed NDA are reasonably necessary for the protection of legitimate business interests of the PARTIES and are reasonable in scope and content.

19. FURNISHED PROPERTY

Galleon may provide to SUPPLIER property owned by Galleon and/or the government ("Furnished Property"). Furnished Property shall be used only for the performance of the ORDER. Title to Furnished Property shall remain with Galleon or the government, as applicable. SUPPLIER shall clearly mark (if not so marked) all Furnished Property to show its ownership.

Except for reasonable wear and tear, the SUPPLIER shall be responsible for, and shall promptly notify Galleon of, any loss or damage to Furnished Property. Without additional charge, SUPPLIER shall manage, maintain, and preserve Furnished Property in accordance with good commercial practice. If additional costs are to be incurred to manage, maintain, and preserve Furnished Property then SUPPLIER shall notify Galleon prior to accepting Furnished Property.

At Galleon request, and/or upon completion of the ORDER, the SUPPLIER shall submit, in an acceptable form, inventory lists of Furnished Property and shall deliver or make such other disposal of the furnished property as may be directed by Galleon.

20. INTELLECTUAL PROPERTY

SUPPLIER hereby certifies that the Work performed or delivered under the ORDER will not infringe or otherwise violate the

INTELLECTUAL PROPERTY rights of any third party in the United States. SUPPLIER agrees to defend, indemnify, and hold harmless Galleon and its customers from and against any claims, damages, losses, costs, and expenses, including reasonable attorney's fees, arising out of any action by a third party that is based upon a claim that the Work performed or delivered under the ORDER infringes or otherwise violates the INTELLECTUAL PROPERTY rights of any person or entity. The foregoing indemnification does not apply if the claim is due to (i) INTELLECTUAL PROPERTY provided by Galleon, or; (ii) Galleon or its Customer's use of other than the latest version of the deliverables made available to Galleon, provided that the SUPPLIER has advised Galleon, in writing, that prior versions of deliverables are infringing, or; (iii) Galleon or its Customer's modifications to the deliverables, unless such modifications are approved, suggested or recommended by SUPPLIER, or; (iv) Galleon or its Customer's combination of the deliverables with other products or services that are not included or otherwise anticipated in the specification and the infringement would have been avoided but for such combination.

Galleon and SUPPLIER shall retain exclusive rights to all or their respective previously developed INTELLECTUAL PROPERTY, including but not limited to patents, copyrights (including mask works), trademarks and trade secrets. Galleon shall be entitled to exclusive rights and title to all INTELLECTUAL PROPERTY developed in connection with ORDER.

21. INDEPENDENT CONTRACTOR RELATIONSHIP

SUPPLIER is an independent contractor in all its operations and activities hereunder. The employees used by SUPPLIER to perform Work under the ORDER shall be SUPPLIER'S employees exclusively without any relation whatsoever to Galleon.

SUPPLIER shall be responsible for and hold harmless Galleon and its customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including reasonable attorney's fees, all expenses of litigation and/or settlement, and court costs, arising from any act gross negligence or willful misconduct of SUPPLIER, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under the ORDER.

22. INFORMATION OF Galleon

Information provided by Galleon to SUPPLIER remains the property of Galleon. SUPPLIER agrees to comply with the terms of any Non-Disclosure Agreement ("NDA") with Galleon and to comply with all proprietary information markings and restrictive legends applied by Galleon to anything provided hereunder to SUPPLIER. SUPPLIER agrees not to use any Galleon-provided information for any purpose except to perform the ORDER and agrees not to disclose such information to third parties without the prior written consent of Galleon. SUPPLIER shall maintain data protection processes and systems sufficient to adequately protect Galleon-provided information and comply with any law or regulation applicable to such information.

If the SUPPLIER becomes aware of any compromise of information provided by Galleon to the SUPPLIER, its officers, employees, agents, suppliers, or subcontractors (an "Incident"), the SUPPLIER will take appropriate immediate actions to investigate and contain the Incident and any associated risks, including prompt notification to Galleon soon after learning of the Incident. As used in this Section, "compromise" means that any information provided by Galleon has been exposed to unauthorized access, inadvertent disclosure, known misuse, loss, destruction, or alteration other than as required to

perform the Work. The SUPPLIER will additionally provide its reasonable cooperation to Galleon in any investigation it may conduct regarding the nature and scope of any Incident. Any SUPPLIER costs that may be incurred for remedial actions caused by an Incident shall be borne by SUPPLIER.

The provisions set forth above are in addition to and do not alter, change, or supersede any obligations contained in an NDA executed between the PARTIES.

23. INFORMATION OF SUPPLIER

SUPPLIER shall not provide any proprietary information to Galleon without prior execution of a mutual NDA by the PARTIES.

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to the ORDER or the subject matter hereof, will be made by SUPPLIER without the prior written approval of Galleon. SUPPLIER shall not use "Galleon," "Galleon Embedded Computing, LLC," or any other trademark or logo owned by Galleon, in whatever shape or form, without the prior written consent of Galleon.

24. CYBERSECURITY AND INCIDENT REPORTING

SUPPLIER shall comply with the requirements listed in DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting to secure and protect its information systems, as applicable.

If SUPPLIER discovers a cyber incident that affects a covered information system or the defense information residing within or affects the SUPPLIER'S ability to perform the requirements of the ORDER, the SUPPLIER shall report the cyber incident to Galleon within 72 hours after confirmation of the incident occurrence and shall submit a cyber incident report to the Department of Defense (DoD) (via <https://dibnet.dod.mil>) and to Galleon.

In accordance with 52.204-23 - Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities, if the SUPPLIER identifies a "covered article" provided to the Government during contract performance or the SUPPLIER is notified of such by a sub-tier or any other source, the SUPPLIER shall report it to Galleon in writing and in a timely manner.

SUPPLIER shall conduct activities under this Section in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

25. ETHICAL STANDARDS OF CONDUCT

Galleon is committed to providing a work environment governed by the highest ethical standards. In all situations, the SUPPLIER is expected to conduct its business activities with integrity, ethically, and in accordance with applicable laws and regulations. Galleon expectation is that SUPPLIER has, or shall develop, and adhere to a code of ethical standards for business use.

Above and beyond Ethical Standards of Conduct, the SUPPLIER shall ensure its personnel are aware of their contribution to service conformity and safety.

26. GRATUITIES AND KICKBACKS

SUPPLIER shall not offer or give a kickback or gratuity (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a Galleon supplier.

SUPPLIER certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR 52.203-7 (Anti-Kickback Procedures) or the Anti-Kickback Act of 1986 (41 USC 51-58), both of which are incorporated herein by this specific reference, except that paragraph (c)(1) of FAR 52.203-7 shall not apply.

Galleon may, by written notice to SUPPLIER, terminate the right of SUPPLIER to proceed under the ORDER if it is found that gratuities or kickbacks were offered by SUPPLIER or its representatives and agents to any Galleon officers or employees which constitutes a material breach of the ORDER.

27. EQUAL OPPORTUNITY EMPLOYER

SUPPLIER is an equal opportunity employer. The following laws are incorporated in the ORDER by reference, as applicable: 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), and 41 CFR 60-741.5(a).

28. COMBATTING HUMAN TRAFFICKING

Without limiting any of the SUPPLIER'S obligations hereunder regarding compliance with all applicable laws, the SUPPLIER represents and warrants that, if applicable, it fully complies with FAR 52.222-50 in its performance of the ORDER. SUPPLIER, at its own cost and expense, has in place procedures, programs, and policies as necessary to certify and ensure compliance with the aforementioned FAR clauses. To the best of the SUPPLIER'S knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any prohibited activities identified in paragraph (b) of the FAR clause at 52.222-50, Combating Trafficking in Persons; or (ii) if abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the SUPPLIER or its subcontractors, agents, or its agents have taken the appropriate remedial and referral actions.

29. GOVERNMENTAL COMPLIANCE

SUPPLIER shall comply with all federal, state, local, and foreign laws, rules, and regulations applicable to its manufacture of products or delivery of services. SUPPLIER shall furnish to Galleon all information required to enable Galleon to comply with such laws, rules, and regulations upon reasonable request from Galleon.

30. GOVERNING LAW

The ORDER shall be governed by, and construed in accordance with, the internal laws of the State of Georgia. The PARTIES agree that any legal or equitable suit, action, or proceeding arising out of the ORDER shall be instituted and prosecuted in the Superior Court of Fulton County, State of Georgia, or the federal court for the Northern District of Georgia, and for purposes of the ORDER, each PARTY hereto irrevocably submits to the jurisdiction of any such courts in any such suit, action, or proceeding.

31. NO SOLICITATION

It is expressly agreed that neither PARTY will, directly or indirectly, solicit for hire any employee(s) of the other PARTY who is/are associated with efforts under the ORDER during the term of the ORDER. Notwithstanding the foregoing, any rights of either PARTY granted by law shall not be limited, restricted, or encumbered nor shall either PARTY be restricted from hiring individuals who respond to general advertisements or make independent inquiries for employment.

32. TERMINATION FOR CONVENIENCE

Galleon may terminate the ORDER, or any part hereof, for its convenience. If applicable, Galleon shall terminate by delivering to SUPPLIER a Notice of Termination specifying the extent of termination and the effective date. In the event of such termination,

the SUPPLIER shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Within thirty (30) days from such termination, the SUPPLIER may submit to Galleon its written claim for termination charges in the form prescribed by Galleon. Failure to submit such a claim within such time shall constitute a waiver of all claims and a release of Galleon liability arising out of such claim. Under no circumstances shall the SUPPLIER be entitled to anticipatory or lost profits. Subject to the terms of the ORDER, SUPPLIER shall be paid based on the percentage of the Work performed prior to the notice of termination, plus reasonable charges SUPPLIER shall not be paid for any Work performed or costs incurred which reasonably could have been avoided.

In the event of a termination for convenience or change, no claim will be allowed for any manufacture or procurement in advance of the SUPPLIER'S normal flow time unless there has been prior written consent by Galleon.

Galleon reserves its right to verify claims hereunder and SUPPLIER shall make available to Galleon, upon its request, all relevant, non-proprietary books and records for inspection and audit (e.g., timecards and receipts). If SUPPLIER fails to afford Galleon its rights hereunder, SUPPLIER shall be deemed to have relinquished its claim. SUPPLIER shall continue all Work not terminated.

33. STOP WORK

SUPPLIER shall Stop Work in accordance with any written notice received from Galleon or for such longer period of time as the PARTIES may agree. The PARTIES shall take all reasonable steps to minimize the incurrence of costs allocable to the Work during the Stop Work period.

34. ELECTRONIC CONTRACTING

The PARTIES agree that if the ORDER is transmitted electronically neither PARTY shall contest the validity of the ORDER, or any acknowledgment thereof, on the basis that the ORDER or acknowledgment contains an electronic signature.

35. ASSIGNMENT

Any assignment of S rights or delegation of SUPPLIER'S duties shall be void unless prior written consent is given by Galleon; such consent shall not be unreasonably withheld.

36. SUPPLIER RELOCATION

SUPPLIER shall notify the Galleon Purchasing Representative, in writing, at least ninety (90) days in advance of any relocation (whether by the sale of operations or by facility transfer) of SUPPLIER'S manufacturing operations. SUPPLIER shall include the following information in the written notification:

1. Purpose of the relocation,
2. Address of the new location(s),
3. Assessment of actual or potential impact on current POs,
4. Risk mitigation plan to ensure compliance with existing requirements,
5. Master schedule and timeline of relocation activities, and
6. Relocation Coordinator/Point of Contact information.

Upon completion of relocation, the SUPPLIER shall provide Galleon a first article inspection for all part numbers for which SUPPLIER has an executed PO from Galleon, and allow Galleon the opportunity to review, inspect, and approve the first article.

37. FORCE MAJEURE

Neither PARTY shall be in default of the ORDER by reason of its delay in the performance of, or failure to perform, any of its obligations hereunder if such delay or failure is caused by strikes, acts of God, of the public enemy, riots, or other events which arise from circumstances beyond the reasonable control of that PARTY (including, but not limited to, delay in obtaining export approval from the U. S. State Department in the event such approval is required or the revocation of such approval). During the pendency of such intervening event, each of the PARTIES shall take all reasonable steps to fulfill its obligations hereunder by other means and, in any event, shall upon termination of such intervening event, promptly resume its obligations under the ORDER.

38. LIMITATION OF LIABILITY

General Limitation. Excluding indemnification obligations hereunder, the liability of each PARTY to the other for all damages arising out of or related to the ORDER, regardless of the form of action that imposes liability, whether in contract, equity, negligence, intended conduct, tort, or otherwise, will be limited to and will not exceed, in the aggregate for all claims, actions, and causes of action of every kind and nature, the total price of the Order.

Survival. The provisions of this Section shall survive termination or expiration of the ORDER.

39. TAXES

Unless the ORDER specifies otherwise, the price of the ORDER includes, and SUPPLIER is liable for and shall pay, all taxes, impositions, charges, customs duties or tariffs and exactions imposed on or measured by the ORDER except for applicable sales and use taxes that are separately stated on SUPPLIER'S invoice. Prices shall not include any taxes, impositions, charges, or exactions for which Galleon has furnished a valid exemption certificate or other evidence of exemption. To the extent that Galleon is required to do so under applicable law or tax regulations, Galleon may deduct from any payments due to the SUPPLIER pursuant to the ORDER such taxes as Galleon is required to withhold from such payments and pay such taxes to the relevant tax authorities; provided, however, that Galleon provides SUPPLIER with relevant tax receipts or other suitable documentation evidencing the payment of such taxes promptly after such taxes are paid.

40. INSURANCE

During the performance of this Order, SUPPLIER will maintain in full force and effect, at SUPPLIER'S expense, Workers' Compensation insurance as required by law or regulation, having jurisdiction over SUPPLIER'S employees. If Workers' Compensation is through a Social Scheme, which is any compulsory insurance program administered and enforced by the government, SUPPLIER agrees to be in full compliance with such laws. Employer's Liability insurance shall be in amounts not less than the local currency equivalent of U.S. \$1,000,000. Where permitted by law, such policies will contain a waiver of the insurer's subrogation rights against Galleon. In addition, the SUPPLIER shall maintain, at its expense, a Comprehensive General Liability insurance policy covering claims of bodily injury, including death, products and completed operations, contractual liability, and property damage that may arise out of the use of the Products or acts of omission of SUPPLIER under this Order, and containing such other provisions as may be required by Galleon. Such policy or policies shall provide a coverage minimum of U.S. \$1,000,000 per occurrence. Each policy shall name Galleon, its officers, directors, and employees as additional insureds. All such policies shall provide that the coverage

thereunder shall not be terminable without at least thirty (30) days prior written notice to Galleon. Each policy maintained by the SUPPLIER to satisfy the requirements of the ORDER must also serve as primary and non-contributing coverage with any similar insurance maintained by Galleon.

Professional Liability in an amount no less than \$1 Million per occurrence covering the damages caused by any acts, errors, and omissions arising out of the professional services performed by the SUPPLIER, or any person for whom the SUPPLIER is legally liable. To the extent that coverage for the SUPPLIER'S services is not excluded in the Comprehensive General Liability insurance noted above by virtue of being deemed not of a professional nature, this requirement does not apply.

Upon demand by Galleon, SUPPLIER shall (1) promptly supply Galleon with certificates of insurance of such policies and (2) arrange for a waiver of subrogation in favor of Galleon. In no event will the coverage or limits of any insurance maintained by SUPPLIER under this Order, or the lack or unavailability of any other insurance, limit or diminish in any way SUPPLIER'S obligations or liability to Galleon hereunder.

41. PRECEDENCE

Any inconsistencies in these Standard Terms and Conditions and the ORDER shall be resolved in accordance with the following descending order of precedence: (1) face of the ORDER or, as applicable, any special terms and conditions outlined within the ORDER, (2) any supplementary terms and conditions invoked in the ORDER, and (3) these Standard Terms and Conditions.

42. SEVERABILITY

Each Section, paragraph, and subparagraph of these Standard Terms and Conditions are severable, and if one or more of them are declared invalid, the remaining provisions of these Standard Terms and Conditions will remain in full force and effect.

43. PRIME CONTRACT TERMS

SUPPLIER shall adhere to all FAR and DFARS clauses referenced within the ORDER.

44. NOTICES

All notices permitted or required under the Order shall be in writing to the addresses in the Order and shall be by personal delivery, a nationally recognized overnight carrier, certified or registered mail with return receipt requested, or email provided confirmation of receipt is obtained.

45. SURVIVABILITY

If the ORDER expires, is completed, or is terminated, the SUPPLIER shall not be relieved of those obligations contained in the following Sections:

- Section 7 - Export Control
- Section 18 - Disputes
- Section 19 - Furnished Property
- Section 22 - Information of Galleon
- Section 30 - Governing Law
- Section 34 - Electronic Contracting
- Section 44 - Notices