

HARRIS GOVERNMENT COMMUNICATIONS SYSTEMS DIVISION

GENERAL PROVISIONS—SUPPLIESFIXED PRICE (COMMERCIAL)

1. DEFINITIONS

As used in the Purchase Order/Subcontract:

- a. "Days" shall mean the calendar days unless otherwise expressly provided in the Purchase Order.
- b. "Gratuities" means any money, fee, commission, credit, gift, thing of value, or compensation of any kind which is provided, directly or indirectly, to any Harris employee for the purposes of improperly obtaining or rewarding favorable treatment in connection with the Purchase Order.
- c. "Harris" means the Harris legal entity issuing the Purchase Order.
- d. "Prime Contract" means the Contract existing between Harris and the Harris Customer.
- e. "Products" means the equipment, firmware, software components, goods, or other items purchased from Seller or to be supplied by Seller under the Purchase Order.
- f. "Purchase Order" means the Purchase Order or Subcontract, including these General Provisions and all other plans, specifications, schedules, regulations, requirements documents, and other documents that are attached to or incorporated by reference into the Purchase Order.
- g. "Seller" means the legal entity that agrees to perform in accordance with the Purchase Order.
- h. "Requirements Documents" means the specifications, statement of work, drawings and any other technical documents that Harris provided to Seller as the technical requirements.

2. ENTIRE AGREEMENT

Upon acceptance or partial performance of the Purchase Order, Seller agrees to the following terms and conditions and Seller further agrees that the provisions under the Purchase Order including said terms and conditions, and including all documents incorporated herein by reference, shall constitute the entire Agreement between the parties hereto and supersede all prior agreements relating to the subject matter hereof. Seller represents and warrants that in entering the Purchase Order, Seller does not rely on any previous direct or implied representations, inducement, or understanding of any kind.

3. ORDER OF PRECEDENCE

To the extent there are any conflicts among the provisions within the Purchase Order, such conflicting provisions shall prevail in the following order of precedence:

- a. Purchase Order
- b. Additional clauses as identified in the Supplement Terms
- c. These General Provisions
- d. Requirements Documents

4. ACCEPTANCE – MODIFICATIONS OF TERMS

- a. The Purchase Order constitutes acceptance of Seller's offer and such acceptance is expressly made conditional on Seller's assent to the terms and conditions contained in the Purchase Order. The Purchase Order will be deemed accepted by Seller upon the first to occur:
 - i. Seller's written acceptance of the Purchase Order;
 - ii. Seller's commencement of performance under the Purchase Order.
- b. In either such event any additional or different terms proposed by Seller are rejected unless expressly approved in writing by Harris. No communication from Seller that in any way differs from or adds to the Purchase Order, irrespective of whether or

not Harris seasonably objects thereto, will be binding upon Harris unless such different or additional terms are incorporated into a writing signed by both Harris and Seller, making express reference to the Purchase Order.

5. CHANGES

- a. Harris may at any time, by written notice, make changes within the general scope of the Purchase Order, including without limitation, changes to:
 - (i) the shipping and packing instructions for the Products;
 - (ii) the quantity of Products ordered;
 - (iii) requirements Documents for the Products;
 - (iv) the place of inspection, delivery or acceptance for the products;
 - (v) the amount of Harris furnished property.
- b. If any change causes a variation in the cost of performance or the time required for performance, an equitable adjustment shall be made in the Purchase Order price and/or delivery schedule and the Purchase Order shall be modified in writing accordingly. Any claim for adjustment under this Clause must be asserted within fifteen (15) days from the date the change is ordered. Pending such adjustment, Seller will proceed in accordance with such change notice or order. Pending the resolution of Seller's proposal or any claim for equitable adjustment, Seller will proceed in accordance with the direction of the Harris.
- c. Harris engineering and technical personnel may assist or give technical advice in an exchange of information with Seller's personnel concerning the Products to be furnished under the Purchase Order. Such exchange of information or advice shall not authorize Seller to change any of the terms, conditions, or provisions of the Purchase Order, nor shall such assistance or technical advice operate as a waiver or relinquishment of any rights reserved to Harris hereunder or at law. Except as otherwise provided in the Purchase Order, no changes shall be made unless such change is authorized in writing by Harris.

6. INSURANCE

- a. **Types of Insurance:** Unless otherwise specified by Harris in writing, Seller shall maintain and cause Seller's subcontractors to maintain during the term of the Purchase Order
 - (i) workers' compensation insurance as prescribed by the law of the state or nation in which the work is performed;
 - (ii) employer's liability insurance with limits of at least \$500,000 for each occurrence;
 - (iii) automobile liability insurance if the use of motor vehicles is required hereunder, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage per occurrence;
 - (iv) Commercial General Liability ("CGL") insurance, ISO 1988 or later occurrence form of insurance, including, without limitation, Blanket Contractual Liability and Broad Form Property Damage, with limits of at least \$2,000,000 combined single limit for bodily injury and property damage per occurrence. All CGL and automobile liability insurance shall designate Harris, its affiliates, and its directors, officers, and employees (all referred to as "Harris") as additional insured. All such insurance must be primary and non-contributory and required to respond and pay prior to any other insurance or self-insurance available. Insurance companies providing coverage under the Purchase Order must be rated by A-M Best with at least an AVII rating unless no such company is available in the local market. If specifically requested by Harris, Seller and Seller's subcontractors shall furnish, prior to the start of work or at such other time as Harris requires, certificates or adequate

proof of the foregoing insurance, including, without limitation, endorsements and policies. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the interest of Harris or Harris' Customer shall not be effective for such period as the laws of the State in which the Purchase Order is to be performed prescribe or until thirty (30) days after the insurer or Seller gives written notice to Harris, whichever period is longer. Any other coverage available to Harris shall apply on an excess basis. Seller agrees that Seller, Seller's insurer(s) and anyone claiming by, through, under or on Seller's behalf shall have no claim, right of action or right of subrogation against Harris and Harris' Customer based on any loss or liability insured against under the foregoing insurance.

- b. **Harris Materials, Tools, and Equipment:** Seller shall keep, at Seller's sole expense, all Harris materials and all tools and equipment, special or otherwise, in which Harris has any interest, insured against risk of loss or damage by fire or other unavoidable casualty for their fair market value at the time of receipt by Seller and during such time as they remain in Seller's possession.
- c. **No Effect on Indemnification:** Seller's obligation to obtain the insurance specified in this Clause does not waive or release Seller's liabilities or duties to indemnify under the Purchase Order.

7. INDEMNIFICATION

- a. **General:** Seller acknowledges that, as an independent contractor, it is furnishing Products to Harris which may be subject to certain local, state, Federal, and foreign laws and regulations. Seller therefore agrees to indemnify and hold harmless Harris and Harris' customer and their respective directors, officers, agents, and employees, against all claims, damages, losses, causes of action, liabilities and expenses of any kind or nature, including without limitation, defense costs and attorneys' fees, which arise out of or relate to Seller's failure to comply with all applicable local, state, Federal, and foreign laws and regulations in the performance of Seller's obligations under this Purchase Order. Seller also agrees to indemnify and hold harmless Harris and Harris' customer and their respective directors, officers, agents, and employees, against all claims, damages, losses, causes of action, liabilities and expenses of any kind or nature, including without limitation, defense costs and attorneys' fees, which arise out of or relate to Seller's failure to comply with the provisions of this Purchase Order.
- b. **Infringement:** Seller shall indemnify, defend, and hold harmless, Harris and Harris' customer and their respective officers, directors, agents, and employees against liability and losses including, without limitation, defense costs and attorneys' fees, for any allegation of or suit or action for infringement of any United States or foreign patent, copyright, trademark, or other intellectual property right arising out of the provision of Products under the Purchase Order or out of the use or disposal of such Products by or for the account of Harris. Seller shall at its own expense either procure for Harris and/or for Harris and Harris' customer, the right to continue using the alleged infringing Products, replace the infringing Products with non-infringing Products, or modify the Products so that the Products become non-infringing. The foregoing indemnity shall not apply unless Harris or Harris' customer informs Seller of the suit or action or other proceeding alleging infringement and gives Seller the opportunity as is afforded by applicable laws, rules, or regulations, to participate in the defense thereof.

8. INSPECTION AND ACCEPTANCE

- a. All work ordered hereunder will be subject to inspection and test at the Seller's or lower-tier Subcontractor's plant by Harris. Notwithstanding prior test and inspection at Seller's plant, all articles will be subject to final acceptance at Harris plant or any other location designated by Harris. Seller shall pay the cost of all Harris articles, parts or materials which may be damaged by any improper workmanship on the part of Seller.
- b. Seller warrants that the supplies delivered in performance of this Purchase Order will be of good quality, material, and

workmanship, merchantable and free of defects and that the services provided hereunder will be performed in a workmanlike manner and to the highest standards of the industry. Rejected work may, at Harris' option, be returned to Seller at Seller's expense for outbound and inbound shipments with risk of loss or damage upon the Seller, or be accepted with an equitable adjustment in price. Upon rejection, Seller shall immediately refund previous payments or issue a credit memorandum for rejected items. Rejected items will not be resubmitted for acceptance without a concurrent notice of the prior rejection.

- c. If, after written request by Harris, the Seller fails to promptly replace or correct any rejected article, Harris (1) may replace or correct such article, and charge to the Seller the cost incurred by Harris thereby, or (2) may, without further notice, terminate the Purchase Order for default, in accordance with Clause 12, entitled "Termination for Default." The foregoing remedies shall in no way preclude or prejudice the exercise of any other right or remedy that Harris may have at law or in equity.
- d. Harris reserves the right to charge to the Seller any additional cost incurred by Harris due to inspection or tests when the articles are not ready for inspection or tests per notification by the Seller, or when reinspection or retest is necessitated by prior Harris rejection of unacceptable articles.
- e. Responsibility for and risk of loss and damage to supplies to be delivered by Seller hereunder shall be upon Seller until final acceptance by Harris, except for loss or damage arising from gross negligence of Harris.

9. DELIVERY AND ADVANCE COMMITMENTS

- a. **Delays:** Time is of the essence under this Purchase Order. Seller understands that Harris depends upon prompt delivery and performance by Seller at the time specified in the schedules furnished by Harris in order to comply with Harris' contractual obligations to third parties. Because time is of the essence, if delivery or performance of the work is not made in the quantities and at the time and manner specified, Harris shall have the right without liability, and in addition to its other rights and remedies under this Purchase Order and the law, to take one or more of the following actions: (1) direct expedited delivery of Products for which Seller shall bear all increased costs, including but not limited to, increased premium transportation charges and risk of loss; (2) direct acceleration of the work for which Seller shall bear all premium labor costs and other acceleration costs; (3) delay payment for a period of time equal to the lateness of such delivery or performance; or (4) terminate this Purchase Order for default in accordance with the clause entitled "Termination for Default". Seller shall, in the event of a delay or threat of delay, due to any cause, in the production, delivery, or performance of work, including actual or potential labor disputes, contemplated by this Purchase Order, immediately notify Harris in writing of the delay. Seller's notice shall include all relevant information with respect to such delay or threatened delay. Seller shall be liable for any damages resulting from failure to make delivery or performance within the time called for by this Purchase Order or by any written instructions of Harris, except where such delay in delivery or performance was due to causes beyond the reasonable control of Seller and Seller notifies Harris as required by this Clause.
- b. **Advanced Shipments:** Harris may, at its option, either retain Products received in advance of the delivery schedule or return them to Seller at Seller's risk and expense. If retained, time for payment and discount shall be based on scheduled delivery dates. Seller shall place all orders for and schedule deliveries of materials and parts necessary for its performance under this Purchase Order at such times as will enable Seller to meet, but not unreasonably anticipate, the schedule of deliveries set forth herein.
- c. **Advanced Commitments:** In the event of termination of or changes to this Purchase Order, Harris shall not be liable for any charges or costs arising out of commitments by Seller for the acquisition of materials and parts or for Products delivered in advance of the time necessary to meet the delivery schedules hereunder, unless Harris has given its prior written consent to such advance commitments.

10. PAYMENT

- a. Invoices shall be submitted in duplicate and shall contain at least the following information: Purchase Order number, item number, description of articles, sizes, quantities, unit prices and extended totals. Invoices submitted hereunder will be paid within thirty (30) days after receipt of invoices and final acceptance of delivered items by Harris. Any adjustment in Seller's invoices due to shortages, late delivery, rejections or other failure to comply with the requirements of this order may be made by Harris before payment. Cash discounts will be taken from date of invoice receipt. Payment does not constitute final acceptance.
- b. The aggregate of the payments and reimbursements due the Seller by Harris shall not exceed the price for Seller's Products in the Purchase Order and Seller is not authorized to exceed nor is Harris obligated to pay Seller any amount exceeding the price of the Products stated in the Purchase Order.

11. WARRANTY

Seller warrants that all Products delivered hereunder will:

- a. Conform with the Purchase Order requirements.
- b. The title conveyed to Harris shall be good and the transfer rightful and shall be delivered to Harris free from any security interest or other lien or encumbrance;
- c. Will be of good quality, material, and workmanship in accordance with industry standards, is merchantable, and is fit and sufficient for the purpose for which the Products are intended (to the extent Seller knows such purpose);
- d. Be free from defects in design, workmanship and materials (including any damage due to unsatisfactory packaging by the Seller) for one (1) year from date of final acceptance by Harris and will comply with all pertinent specifications;
- e. Not infringe upon the rights of any third party. Harris' release or approval of data or drawings will not relieve Seller of any warranty hereunder. Any items corrected or furnished in replacement shall also be subject to all the provisions of this Clause to the same extent as items initially furnished. Seller hereby assigns all third parties warranties to Harris.

12. TERMINATION FOR DEFAULT

- a. **General:** In addition to any other remedies provided in the Purchase Order or applicable law, Harris may, by written notice of default to Seller, terminate the Purchase Order or any part thereof (at Harris' sole discretion) for default if Seller fails:
 - (i) to deliver the Products in accordance with the delivery schedule specified in the Purchase Order or any extension thereof by Change Order;
 - (ii) to replace or correct defective Products in accordance with the provisions of Clause 8, "Inspection and Acceptance";
 - (iii) to perform completely any material provision of the Purchase Order;
 - (iv) to make progress so as to endanger performance of the Purchase Order in accordance with its terms and, in the circumstances specified in (i) through (iii) above, does not correct such failure within a period of seven (7) days or such longer period as Harris may authorize in writing after receipt of notice from Harris specifying such failure. In the event that the Purchase Order provides for the furnishing of Products in more than one lot, Harris may terminate the entire Purchase Order for cause upon Seller's failure as described above in connection with any one lot or part thereof.
- b. **Remedies:** In the event of termination pursuant to this Clause, Harris, at its sole discretion, may take one or more of the following actions:
 - (i) Purchase similar Products elsewhere on such terms and in such manner as Harris may deem appropriate and Seller shall be liable to Harris for any excess costs occasioned by Harris thereby;

- (ii) Provide such materials, supplies, equipment and labor as may be necessary to complete the Products ordered hereunder, pay for same and deduct the amount so paid from any money then or thereafter due Seller;

- (iii) Order all work under the Purchase Order stopped immediately, enter upon the premises and take possession, of all the materials (regardless of the stage of completion), supplies, tools, equipment and appliances of Seller thereon and complete the Products, or have the same completed by others, and be liable to Seller for no further payment under the Purchase Order until final payment is due and then only if and to the extent that the then unpaid balance under the Purchase Order exceeds the damages and expenses incurred by Harris;

- (iv) Require Seller to transfer title and deliver to Harris as directed by Harris any (i) completed Products, and (ii) partially completed Products, including but not limited to all supplies, materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights that Seller has specifically produced or acquired for the terminated portion of the Purchase Order;

- (v) Require Seller to protect and preserve property in its possession in which Harris or Harris' customer has an interest;

- (vi) Take any other action as applicable law or the Purchase Order may allow.

- c. **Wrongful Termination:** If, after notice of default under paragraph a. above, it is determined that Seller was not in default, said notice shall be deemed to have been issued pursuant to the clause entitled "Termination for Convenience," and the rights and obligations of the parties shall be governed by that Section.

- d. **Payment by Seller:** If the damages and amount expended or incurred by Harris under paragraph b. above exceed the unpaid balance of the Purchase Order price herein stated, Seller shall pay Harris such excess within a thirty-day (30) period after Harris submits the invoice to Seller.

- e. **Limitation of Liability:** IN THE EVENT OF TERMINATION UNDER THIS CLAUSE, HARRIS SHALL BE LIABLE TO SELLER ONLY FOR THE AMOUNT OF ANY PRODUCTS COMPLETED BY SELLER AND ACCEPTED BUT NOT YET PAID FOR BY HARRIS, AND SELLER SHALL BE LIABLE TO HARRIS FOR ANY AND ALL RIGHTS AND REMEDIES PROVIDED BY THIS ORDER AND THE LAW.

13. TERMINATION FOR CONVENIENCE

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

14. STOP WORK

Harris may at any time, by written order to Seller, require Seller to stop all, or part, of the work called for by the Purchase Order for a period of up to one hundred (100) days after the Stop Work Order is delivered to Seller, and for any further period to which the parties may agree. Harris shall specifically identify any such order as a Stop Work Order issued pursuant to this Clause. Upon receipt of such an order, Seller shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Purchase Order during the period of work stoppage. Within a period of one hundred (100) days after a Stop Work Order is delivered to Seller, or within any extension of that period to which the parties shall have agreed to in writing, Harris shall either:

- a. Cancel the Stop Work Order; or,

- b. Terminate the work covered by such Stop Work Order as provided in the Termination For Default or Termination For Convenience Clause of the Purchase Order.

15. DISCLOSURE OF INFORMATION

- a. Seller shall not release to anyone outside the Seller's organization any Harris Requirements Documents or Purchase Order Information regardless of medium (e.g., film, tape, document), pertaining to any part of the Purchase Order or any program related to the Purchase Order unless:
 - (i) Harris has given prior written approval;
 - (ii) The information is otherwise in the public domain before the date of release.
- b. Requests for approval shall identify the specific information to be released, the medium to be used, and purpose for the release. Seller shall submit its request to Harris at least thirty (30) days before the proposed date for release.
- c. Seller agrees to include a similar requirement in each Seller subcontract under the Purchase Order. Seller's sub-contractors shall submit requests for authorization to release through Seller to Harris.
- d. Seller shall not, without the prior written consent of Harris, use in advertisements and any other media, information relating to the requirements set forth in the Purchase Order. Seller shall formally transmit to Harris a request for such releases including the exact wording and any sketches or photographs which may form a part of the release

16. QUALITY SPECIFICATIONS

Seller's Quality system shall be compliant to the requirements of ISO 9001 unless otherwise specified in the Purchase Order. Material Review Board delegation to Seller is not authorized unless specifically stated in the Purchase Order. Calibration System for measuring, test and Process Control Equipment shall comply with ANSI/NCSLZ540-1 or ISO 10012-1.

17. GRATUITIES

Seller agrees not to offer or provide any Gratuities to any officers, employees, agents or representatives of Harris. Harris may terminate the Purchase Order for default in accordance with the clause entitled "Termination for Default" if Harris discovers that Gratuities were offered or given by Seller, or any agent or representative of Seller, to any officer, employee, agent or representative of Harris.

18. ADVERSE MATERIAL CHANGE

- a. In the event Seller experiences or reasonably expects to experience a Material Adverse Change in its business operations, Seller will promptly notify Harris in writing of such Material Adverse Change no later than five (5) days after such change occurs. For purposes of this section, "Material Adverse Change" will mean any change (whether related to financial considerations or otherwise) that negatively affects:
 - (i) Seller's ability to perform its obligations under the Purchase Order or these General Provisions;
 - (ii) Harris's rights and remedies under the Purchase Orders or these General Provisions;
 - (iii) Inability to pay creditors when due;
 - (iv) The validity or enforceability of the Purchase Order or these General Provisions.

- b. If, in the reasonable opinion of Harris, Seller's Material Adverse Change is likely to negatively affect Seller's performance of its obligations hereunder, Harris will be entitled to request reasonable assurances of performance from Seller, which Seller will provide in writing within seven (7) days of Harris' written request. If such assurances are not adequate, Harris will be entitled to immediately terminate the Purchase Order for default upon written notice to Seller.

19. TAXES

Except as set forth in the Purchase Order the price set forth in the Purchase Order is hereby understood and agreed to include all applicable foreign, Federal, state and local taxes, including but not limited to any sales and use taxes. No liability shall accrue to Harris for any such taxes.

20. SURVIVAL

The General Provisions of the Purchase Order, which by their very nature would continue beyond the termination, cancellation, or expiration of the Purchase Order, including, without limitation, Clauses 7 (Indemnification), 11 (Warranty), 12 (Termination for Default), 13 (Termination for Convenience), 15 (Disclosure of Information), 16 (Quality), 17 (Gratuities), 18 (Adverse Material Change), 24 (Waiver), 26 (Prohibited Software), 29 (Compliance with Hazardous Substances and Waste Recycling Laws) 30 (Harris Property), and 32 (Copyrights) shall continue as valid and enforceable rights and obligations of the parties and survive termination, cancellation, or expiration of the Purchase Order.

21. SEVERABILITY

In the event any portion of the Purchase Order conflicts with governing law or if any arbitration panel or court of competent jurisdiction holds invalid any portion of the Purchase Order, such portion (and only such portion) shall be deemed severed or modified to reflect as nearly as possible the parties' intent. The remainder of the Purchase Order shall remain in full force and effect.

22. ASSIGNMENT

Seller shall not assign the Purchase Order or any rights, claims or obligations under the Purchase Order without the prior written consent of Harris. Seller agrees that any attempted assignment without the prior written consent of Harris shall be void.

23. NOTICE

Any notices required or permitted to be given under the Purchase Order shall be in writing and delivered by hand delivery, U.S. mail, or a recognized commercial carrier to the address, or, by facsimile or email, to the point of contract identified on the front page of the Purchase Order or to such other address as may be furnished for such purpose by notice duly given under the Purchase Order. Such notice shall be deemed to have been given when delivered by hand or five (5) days after deposit with the courier or mail service. Any party may change its address for such communications by giving such notice to the other party in conformance with this Clause.

24. WAIVER

Harris' failure to enforce any provision of the Purchase Order or to protest any breach or default of the Purchase Order by Seller shall not be construed as evidence of (or evidence to interpret) the rights or obligations of the parties, or as a waiver of any Seller obligation or Harris right provided under the Purchase Order or applicable law. No right or remedy of Harris shall be deemed waived or released unless such waiver or release is in writing and signed by Harris.

25. FOREIGN TRANSACTIONS AND EXPORT CONTROL

Seller, at its own expense, agrees to comply with all laws and regulations of the United States related to exports, imports, and foreign transactions, including, but not limited to, the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120-130), the Export Administration Regulations (EAR) (15 C.F.R. §§ 730-774). Seller agrees to bear sole responsibility for all regulatory record keeping associated with the use of licenses and license exceptions/exemptions. Harris may deem Seller's failure to comply with the requirements of this Clause a material failure to perform under the Purchase Order that shall subject Seller to termination for default in accordance with the clause entitled "Termination for Default".

26. PROHIBITED SOFTWARE

- a. This clause only applies to Work/Product that includes the delivery of software.
- b. As used herein, "Prohibited License" means the General Public License ("GPL") or Lesser/Library GPL, the Artistic License (e.g., PERL), the Mozilla Public License, the Netscape Public License, the Sun Community Source License, the Sun Industry Standards License, or variations thereof, including without limitation licenses referred to as "GPL-Compatible, Free Software License."
- c. As used herein, "Prohibited Software" means software that incorporates or embeds software in, or integrates software in connection with, as part of, bundled with, or alongside any:
 - (i) open source, publicly available, or "free" software, library or documentation;
 - (ii) software that is licensed under a Prohibited License, or
 - (iii) software provided under a license that:
 1. subjects the delivered software to any Prohibited License;
 2. requires the delivered software to be licensed for the purpose of making derivative works or be redistributable at no charge;
 3. obligates Harris to sell, loan, distribute, disclose or otherwise make available or accessible to any third party
 - a. the delivered software, or any portion thereof, in object code and/or source code formats,
 - b. any products incorporating the delivered software, or any portion thereof, in object code and/or source code formats.
- d. Unless Seller has obtained Harris's prior written consent, which Harris may withhold in its sole discretion, Seller shall not use in connection with this Contract, or deliver to Harris, any Prohibited Software.
- e. Seller agrees to defend, indemnify, and hold harmless Harris, its customers and suppliers from and against any claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, to the extent caused by Harris' use in connection with the Purchase Order or the delivery of Prohibited Software.

27. COMPLIANCE WITH LAWS

Seller agrees in the performance of the Purchase Order to comply with all applicable International, Federal, state, and local laws, regulations, rules and orders, and any applicable Executive Orders.

28. APPLICABLE LAW AND VENUE

- a. The Purchase Order, and any disputes related hereto, shall be governed by and interpreted in accordance with the laws of the State of Florida, USA, regardless of any conflict of law principles requiring the application of any other law and excluding the Convention for the International Sale of Goods, if otherwise applicable. The parties agree that the exclusive venue for any action related to the dispute or interpretation of this Agreement shall be in the courts with the appropriate jurisdiction located in the 18th Judicial Circuit of the state of Florida or the US District Court for the Middle District of Florida (Orlando Division). Each party irrevocably submits to the jurisdiction of each such court in any such action and waives any objection it may now or hereafter have to venue or personal jurisdiction in each such court. The prevailing party in any action related to the dispute or interpretation of this Agreement shall be entitled to recover its reasonable attorneys fees incurred in pursuing the action, including those fees incurred throughout all bankruptcy and appellate proceedings.
- b. **JURY WAIVER:** The parties further agree, to the extent permitted by law, to waive all rights to a trial by jury of any action relating to the dispute or interpretation of the purchase order, whether sounding in contract, tort, or otherwise. The parties specifically acknowledge that this waiver is made knowingly and voluntarily after an adequate opportunity to negotiate its terms.
- c. In the event Harris terminates for Seller's breach, the rights and remedies identified herein are accumulative and are in addition to any other rights or remedies provided by law or equity.

29. COMPLIANCE WITH HAZARDOUS SUBSTANCES AND WASTE RECYCLING LAWS

- a. Seller warrants that the resale, supply or export of any Product (whether used as a component or otherwise) by Harris in any market will not violate any law or regulation in any jurisdiction world-wide on the use of hazardous substances, or the recycling or treatment of waste equipment including, but not limited to the laws implementing the European Directive (2002/95/EC) on the Restriction on the Use of Certain Hazardous Substances in Electronic and Electrical Equipment "RoHS Directive" and European Directive (2002/96/EC) on Waste Electrical and Electronic Equipment ("WEEE Directive"), the U.S. Environmental Protection Agency ("EPA"), etc (together, "Environmental Laws").
- b. Seller warrants to Harris that no Product contains any lead, mercury, cadmium, hexavalent chromium, polybrominated biphenyls or polybrominated diphenyl ethers or other substance (in a quantity other than in compliance with the Environmental Laws), the use of which is banned or restricted by any Environmental Law.
- c. As soon as Seller is aware of any non-compliance but in no event any later than prior to the delivery of any Product, Seller shall identify in writing to Harris (i) any and all components and materials contained in the Products that may require recycling or other treatment under the laws and regulations implementing the Environmental Laws, (ii) the location of any component or material that is hazardous within the meaning of the WEEE Directive or other Environmental Laws, and any Product that is required by the Environmental Laws to be marked shall be so marked by Seller.
- d. Seller shall, upon request, provide Harris with written confirmation of its compliance with the Environmental Laws, in the form, manner and within the timeframe reasonably directed by Harris.
- e. Harris shall have the right to audit the Seller's compliance with the Environmental Laws. Seller shall provide Harris with all such information and documentation that it may reasonably require (including access to its staff and facilities) to enable Harris to satisfy itself of the Seller's compliance with all Environmental Laws and that the warranty contained in subsection a above remains true and accurate.
- f. Seller shall bear all costs and expenses, including those related to recycling or taking back the Products, arising out of or related to either Harris or Seller complying with the Environmental Laws and placing the Products on, or their importation into, any jurisdiction worldwide.

- g. Seller shall indemnify and hold Harris harmless from any cost, expense, liability or damage suffered by Harris by reason of any breach or alleged breach of any of the Environmental Laws arising out of or related to the Products.

30. HARRIS PROPERTY

All technical information or data, designs, sketches, drawings, blueprints, patterns, dies, models, molds, tools, jogs, fixtures, plates, cuts, special appliances and materials furnished by or paid for by Harris in connection with the Purchase Order shall be and remain the property of Harris. Harris shall have the right to enter Seller's premises and remove them at any time, without being guilty of trespass or liable for damages or expenses of any kind. All such items shall be used only in performance of work under the Purchase Order, unless Harris consents otherwise, in writing. Seller shall prominently mark all such items as property of Harris. Seller shall also mark such items with corresponding drawing number. Seller shall similarly list all such items on invoices, and they shall be at Seller's risk and shall be replaced by Seller if lost, damaged, or destroyed. They shall be maintained in good condition, at Seller's expense, and kept insured by Seller, with loss payable to Harris. Seller shall, without limitation as to time, indemnify and save Harris harmless from all claims which may be asserted against said property, including, without limitation, mechanic's liens or claims arising under Worker's Compensation or occupational injury laws, and from all claims from injury to persons or property arising out of or related to such items or their performance under the Purchase Order. All information disclosed to Seller by Harris shall be deemed proprietary and will be protected by Seller in the same manner Seller protects its own proprietary information.

31. STATE OF FLORIDA CERTIFICATE OF REGISTRATION

The material purchased hereunder, unless otherwise specified and until this notice is revoked in writing, shall be considered to be purchased for resale as tangible personal property, as component

parts thereof, for resale. Any material so purchased shall be considered to be State of Florida Sales and/or State of Florida Use Tax Exempt; excepting that Harris reserves the right to review any such transactions and to submit directly to the State of Florida Revenue Commissioner any taxes due and payable. Harris is operating under the State of Florida Sales and Use Tax Act with the assigned numbers: 15-16-004700-63 Harris Melbourne, Florida.

32. COPYRIGHTS

For data other than computer software identified as a deliverable under this Agreement, the Seller grants to Harris, and all others acting on its behalf, a paid-up, non-exclusive, irrevocable worldwide license, including a right to sublicense all such data including copyrighted data, to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of Harris for Harris' own use or in performance of Harris' obligations under a Prime Contract. For computer software identified as a deliverable under this Agreement, the Seller grants to Harris and others acting on its behalf, a paid-up, non-exclusive, irrevocable worldwide license, including a right to sublicense all such computer software, including copyrighted or patented software to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of Harris for Harris' own use or in performance of Harris' obligations under a Prime Contract. Seller agrees to advise Harris of any updated information relative to the foregoing literature and documentation with timely notifications in writing.

33. SUPPLEMENTAL TERMS

In addition to the General Provisions set forth above, certain additional clauses may be applicable to the Purchase Order. These additional clauses will be included either by reference thereto in the Purchase Order or by attachment, or both.