

HARRIS GOVERNMENT COMMUNICATIONS SYSTEMS DIVISION

GENERAL PROVISIONS—FIXED PRICE

(PURCHASE ORDERS \$100K AND UNDER)

1. ENTIRE AGREEMENT

This Purchase Order constitutes the entire agreement between the parties with respect to its subject matter and to all transactions related thereto and supersedes all proposals, oral or written, or negotiations, and all other communications, prior or contemporaneous thereto, between the parties with respect to such subject matter or such transactions including, without limitation, any prior or contemporaneous course of dealing, usage of trade or course of performance. The parties acknowledge and agree that entering into this transaction they have not relied upon any representations other than those explicitly set forth in this Purchase Order and each party acknowledges and agrees that the representatives or agents of the other party cannot make any warranties or representations not specifically included within the written provisions of this Purchase Order. Any term or condition which is, or may be, asserted as material by any party, and which is not expressly stated in this Purchase Order, shall not be within this Purchase Order or binding on the parties hereto. Each party waives all defenses with regard to any such term and condition and no amendment to this Purchase Order shall be valid and binding unless in writing and signed by each party hereto.

2. ACCEPTANCE—MODIFICATION OF TERMS

The Purchase Order may be accepted only by Seller's agreement to all of the terms and conditions which are incorporated or added as supplements or attachments thereto. Acceptance may be made by signing the acknowledgement copy attached hereto and returning it to Harris or by part performance hereunder, and any such acceptance shall constitute an unqualified agreement to the terms and conditions set forth herein unless otherwise modified in writing by the parties. No charges beyond the Purchase Order price herein specified shall be allowed except with the written consent of Harris. No additional or differing terms and conditions proposed by the Seller in accepting this Purchase Order shall be binding upon Harris unless accepted in writing by Harris, and no other addition, alteration or modification to and no waiver of any of the provisions herein contained shall be valid unless made in writing and executed by Harris and Seller.

3. CHANGES

- a. Harris may, at any time by written notice or Order,
 - 1) Make changes in the shipping and packing instructions.
 - 2) Increase or decrease the quantity ordered.
 - 3) Change the drawings, designs or specifications.
 - 4) Change the place of inspection, delivery or acceptance.
 - 5) Change the amount of Government or 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 this Purchase Order price and/or delivery schedule and this Purchase Order shall be modified in writing accordingly. Any proposal for adjustment under this clause must be submitted in writing within twenty-one (21) days from the date the change is ordered. Pending such adjustment, Seller shall proceed in accordance with such change notice of Order. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Purchase Order entitled "Disputes."
- c. Harris engineering and technical personnel may assist or give technical advice in an exchange of information with Seller's personnel concerning the articles to be furnished under this Purchase Order. Such exchange of information or advice shall not authorize the Seller to change any of the terms, conditions, or the provisions of this 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 this Purchase Order, no changes shall be made unless such change is authorized in writing by a Harris procurement official.

4. INSPECTION AND ACCEPTANCE

- a. All work, including any services, ordered hereunder shall be subject to inspection and test at the Seller's or lower-tier Subcontractor's plant by Harris or its designee. Notwithstanding prior test and inspection at Seller's plant, all articles shall be subject to final acceptance at the Harris Plant.
- b. Seller warrants that the supplies and services used or delivered in performance of this Purchase Order will conform to the applicable drawings, specifications, or other requirements of this Purchase Order, that the supplies delivered hereunder 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 the option of Harris, 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 shall not be resubmitted for acceptance without a concurrent notice of the prior rejection.

- c. If, after 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 this Purchase Order for default, in accordance with Clause 6 entitled "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. Responsibility for and risk of loss of and damage to supplies to be delivered by Seller hereunder shall be upon Seller until final acceptance, except for loss of damage caused by negligence of Harris.

5. WARRANTY

Seller warrants that all items ordered hereunder shall be free from defects in design, workmanship and materials for a period of one (1) year from date of acceptance by Harris and shall comply with all referenced specifications. Harris release or approval of data or drawings shall not relieve Seller of any warranty hereunder.

6. DEFAULT

- a. Time is of the essence in this Purchase Order.
- b. Harris may, by written notices of default to the Seller, terminate this Purchase Order or any part thereof if the Seller fails (1) to deliver the articles in accordance with the delivery schedule specified herein or any extension thereof, by Change Order of Amendment; or (2) to replace or correct defective articles in accordance with the provisions of Clause 4, "Inspection and Acceptance"; or (3) to perform any of the other provisions of this Purchase Order or to make progress so as to endanger performance of this Purchase Order in accordance with its terms and, in either of the circumstances specified in (2) or (3), does not correct such failure within a period of ten (10) days or such longer period as Harris may authorize in writing after receipt of notice from Harris specifying such failure. In the event that this Order provides for the furnishing of items in more than one lot Harris may terminate the entire order for default upon Seller's failure as described in (1), (2), or (3) above in connection with any one lot or part thereof. In the event of termination pursuant to this clause, Harris may
 - 1) Purchase similar articles elsewhere on such terms and in such manner as Harris may deem appropriate and the Seller shall be liable to Harris for any excess costs occasioned by Harris thereby, or
 - 2) Provide such materials, supplies, equipment and labor as may be necessary to complete said work, pay for same and deducting the amount so paid from any money then or thereafter due Seller, or
 - 3) Order all work under this Purchase Order stopped immediately, enter upon the premises and take possession, for use in completing the work, of all the materials, regardless of the stage of completion, supplies, tools, equipment and appliances of the Seller thereon and complete the work, or have same completed by others, and be liable to Seller for no further payment under the agreement until final payment is due and then only if and to the extent that the unpaid balance of the amount to be paid under this Purchase Order exceeds the damages and expense of Harris in finishing the work, or
 - 4) Require the Seller to transfer title and deliver to Harris as directed by Harris any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Seller has specifically produced or acquired for the terminated portion of this Purchase Order. Upon direction of Harris, the Seller shall also protect and preserve property in its possession in which Harris or the Government has an interest.
- c. If, after notice of default under the provisions of b. above, it is determined that Seller was not in default, said notice shall be deemed to have been issued pursuant to the clause hereof entitled "Termination," and the rights and obligations of the parties hereto shall be governed by that clause.
- d. Failure of Harris to enforce any right under this clause shall not be deemed a waiver of any right hereunder. The rights and remedies of Harris under this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.
- e. If the damages and amount expended by Harris under (2) or the damages and cost of completing the work under (3) 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 submission to Seller of invoice.
- f. Should Seller default in any of the provisions of this Purchase Order and should Harris employ an attorney to enforce any provision hereof or to collect damages for breach of the Purchase Order, Seller agrees to pay Harris such reasonable fees as the attorney expends. As against the obligations herein contained, Seller waives all rights of exemption.

7. SHIPMENTS AND ADVANCE COMMITMENTS

- a. Each container and accompanying packing lists must show this Purchase Order number. No charge shall be made for packaging, delivery or similar costs unless expressly authorized by this Purchase Order. All items shall be suitably prepared for shipment to secure the lowest transportation and insurance rates and to meet carrier's requirements. Harris may, at its option, either retain items 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 Order at such times as will enable Seller to meet, but not unreasonably anticipate, the schedule of deliveries set forth herein.
- b. In the event of termination of or changes to this 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 work performed in advance of the time necessary to meet the delivery schedules hereunder, unless Harris has given its prior written consent to such advance commitments or work.

8. PAYMENT

Invoice shall be submitted in duplicate and shall contain at least the following information. Purchase Order number, item number, description of articles or services, sizes, quantities, unit prices and extended totals. Invoices submitted hereunder will be paid within thirty (30) days after receipt of invoices and 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 material acceptance. Payment does not constitute final acceptance.

9. ASSIGNMENT AND SETOFF

Seller shall not assign this Purchase Order or any rights, claims, or obligations under this Order without prior written consent of Harris, and any such attempted assignment shall be void. All claims for monies due or to become due from Harris shall be subject to deduction by Harris for any setoff or claims which Harris may have against Seller arising out of this or any other of the Harris Purchase Orders with Seller, whether such setoff or counterclaim arose before or after any such assignment by Seller. In no event shall copies of this Purchase Order, specifications or other similar documents relating to work under this Purchase Order if marked "Top Secret," "Secret," or "Confidential" be furnished to any assignee of any claim arising under this Purchase Order without the prior written consent of Harris.

10. INSURANCE

Seller shall keep 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 the Seller at Seller's own expense during such time as they remain in Seller's possession.

11. HOLD HARMLESS

Buyer and Seller agree to indemnify and save harmless the other from all damages and liabilities arising out of or in connection with presence on the other's premises pursuant to this Purchase Order; provided, however, that such damage and liability shall not have been caused by the negligence of the agents, servants, or employees of the indemnified parties. Buyer and Seller shall carry adequate insurance to cover such risks.

12. NOTICE TO HARRIS OF LABOR DISPUTES

Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Purchase Order, Seller shall immediately give notice thereof including all relevant information with respect thereto to Harris. Seller shall include this paragraph in each lower-tier Subcontract under this Purchase Order.

13. QUALITY SPECIFICATION

The Seller's quality system shall be compliant to the requirements of ISO 9001 unless otherwise specified in this Purchase Order. MRB delegation to the 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. If this Purchase Order is issued under a NASA Prime Contract, NASA NPD8730.3 Inspection System provisions shall apply in lieu of ISO 9001, except as otherwise directed.

14. NOTIFICATION OF SUSPENSION/DEBARMENT STATUS

Seller shall provide immediate notice to Harris in the event Seller 1) is suspended, debarred or declared ineligible to receive contracts by any federal, state, or local government entity, or 2) receives notice of proposed or threatened debarment or suspension.

15. STOP WORK ORDERS

- a. Harris may at any time, by written order to the Seller, require the Seller to stop all, or part, of the work called for by this Purchase Order for a period of up to ninety (90) days after the Stop Order is delivered to the Seller, and for any further period to which the parties may agree. Any such Order shall be specifically identified as a Stop Work Order issued pursuant to this article. Upon receipt of such an order, the 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 Order during the period of work stoppage. Within a period of ninety (90) days

after a Stop Work Order is delivered to the Seller, or within any extension of that period to which the parties shall have agreed, Harris shall either:

- 1) Cancel the Stop Work Order, or
 - 2) Terminate the work covered by such Order as provided in the Termination article of this Purchase Order.
- b. If a Stop Work Order issued under this article is cancelled or the period of the Order or any extension thereof expires, the Seller shall resume work. An equitable adjustment shall be made in the delivery schedule, the Purchase Order price, or both, and the Purchase Order shall be modified in writing accordingly, if
 - 1) The Stop Work Order results in an increase in the time required for, or in the Seller's cost properly allocable to, the performance of any part of this Purchase Order and
 - 2) The Seller asserts its rights for such adjustment within fifteen (15) days after the end of the period of work stoppage; provided that, if Harris decides the facts justify such action, it may receive and act upon any such claim asserted at any time prior to final payment under this Purchase Order. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the Disputes clause of this Purchase Order.
 - c. If a Stop Work Order is not cancelled and the work covered by the order is terminated for the convenience of Harris, the reasonable costs resulting from the Stop Work Order shall be allowed in arriving at the Termination settlement.

16. ORDER OF PRECEDENCE

To the extent of Conflicts, if any, among the provisions of the printed terms and conditions herein and the typed provisions of this Purchase Order or any other special required provisions attached hereto, or any specifications attached hereto, such conflicting provisions shall prevail in the following order of precedence:

- a. Typed Provisions of this Purchase Order
- b. Special Provisions
- c. These General Provisions
- d. Other Provisions of the Purchase Order when attached or incorporated by reference (including the Statement of Work, if any)
- e. Specifications

17. COMPLIANCE WITH LAWS

Seller agrees in the performance of this Purchase Order to comply with all applicable Federal, state, and local laws, regulations, rules and orders, including but not limited to the provisions of the Fair Labor Standards Act of 1938, as amended, and any applicable Executive Orders.

18. APPLICABLE LAW AND VENUE

- a. The Purchase Order, irrespective of the place of performance, shall be governed by the laws of the State of Florida, excluding its choice of law rules, except that any provision of this Purchase Order that incorporates in text or by reference a provision of the FAR or DFARS shall be construed and interpreted according to the federal common law of government contracts, as interpreted by federal judicial bodies, boards of contract appeals, and other quasi-judicial agencies of the federal government. Unless otherwise agreed to in writing by the parties, venue and jurisdiction for all legal proceedings of any kind or nature regarding this Purchase Order shall lie within the 18th Judicial Circuit of the State of Florida or the U.S. District Court for the Middle District of Florida (Orlando Division).
- b. **The parties further agree, to the extent permitted by law, to waive all rights to a trial by jury of any action relating to any dispute or interpretation of this Purchase Order. The parties specifically acknowledge that this waiver is made knowingly and voluntarily after an adequate opportunity to negotiate its terms.**

19. DISPUTE RESOLUTION

- a. If a dispute arises out of or relates to this Purchase Order, and cannot be resolved through good faith negotiations by the parties, the parties agree to submit the dispute to a sole mediator selected by the parties or, if the parties are unable to agree to the sole mediator, the parties agree to submit the dispute to mediation under the Rules of the Supreme Court of the State of Florida or the Commercial Mediation rules of the American Arbitration Association ("AAA"). If not thus resolved and if both parties agree to binding arbitration, the dispute will be referred to arbitration.
- b. Arbitration—All disputes arising out of or in connection with this Purchase Order including its existence, validity or termination shall be administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules (including the Emergency Interim Relief Procedures) which rules are deemed to be incorporated herein by reference. There shall be a panel of three arbitrators who shall be appointed by agreement between the parties or failing such agreement in accordance with AAA rules. The parties will be entitled to conduct discovery pursuant to the Federal Rules of Civil Procedure and Evidence. The chairperson of the arbitration panel shall, among other things: (a) have authority to resolve discovery disputes and issue appropriate subpoenas and orders to facilitate discovery; (b) rule on dispositive motions, and (c) conduct the arbitration according to the Federal Rules of Evidence. The arbitration panel shall have authority to award injunctive and other emergency relief, which shall be enforceable by either the panel or any court with jurisdiction over the enjoined party or its assets.

Either party may also, without waiving any remedy under this Agreement, seek from any court having jurisdiction over the parties or its assets any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral panel (or pending the arbitral panel's determination of the merits of the controversy). The arbitration panel shall not have authority to award punitive, special or consequential damages.

- c. Each party shall bear its own expenses incurred in any mediation or arbitration, but any expenses related to the compensation and the costs of any mediator or arbitrator shall be borne equally by the parties.
- d. Pending any prosecution, appeal or final decision referred to in this Clause, or the settlement of any dispute arising under the agreement, the Seller shall proceed diligently as directed by Harris with performance of the Purchase Order.

20. STATE OF FLORIDA CERTIFICATE OF REGISTRATION

Harris certifies that any 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 or 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 except 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.

21. CERTIFICATE OF COMPLIANCE

If so specified on the front page of this Order, a Certificate of Compliance as follows is required:

- a. The Seller shall furnish a signed Certificate of Compliance to the requirements of this Purchase Order with each shipment made to Harris.
- b. To substantiate this Certificate of Compliance, the Seller shall maintain inspection or test records which may be audited by a Harris representative from time to time.

22. TAXES

Except as set forth in Clause 20 above, the price set forth in this Purchase Order is hereby understood and agreed to include all applicable Federal, state and local taxes, including any sales and use taxes. No liability shall accrue to Harris for any such taxes.

23. CLAUSES INCORPORATED BY REFERENCE

- a. The following FAR/DFARS clauses in the Prime Contract on the effective date of the Purchase Order are incorporated herein by reference, to the extent these clauses are applicable, with the same force and effect as if they are included in full text. If you do not have access to a copy of FAR, contact the Harris Buyer for additional information.

1. 52.211-5 Material Requirements
2. 52.211-15 Defense Priority and Allocation Requirements
3. 52.219-8 Utilization of Small Business Concerns
4. 52.222-19 Child Labor—Cooperation With Authorities & Remedies
5. 52.222-20 Walsh Healey Public Contracts Act
6. 52.222-21 Prohibition of Segregated Facilities
7. 52.222-26 Equal Opportunity
8. 52.222-35 Equal Opportunity for Special Disabled Veterans and Veterans of Vietnam Era and Other Eligible Veterans
9. 52.222-36 Affirmative Action for Workers With Disabilities
10. 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era and Other Eligible Veterans
11. 52.222-41 Service Contract Act of 1965 as Amended
12. 52.223-3 Hazardous Material Identification and Material Safety Data (and ALT 1 JUL 95 if other than DOD)
13. 52.223-7 Notice of Radioactive Materials
14. 52.223-11 Ozone Depleting Substances
15. 52.223-12 Refrigeration and Air Conditioners
16. 52.225-1 Buy American Act—Supplies
17. 52.225-3 Buy American Act—North American Trade Agreement—Israeli Trade Act
18. 52.225-8 Duty-Free Entry
19. 52.225-13 Restrictions on Certain Foreign Purchases
20. 52.227-1 Authorization and Consent
21. 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement
22. 52.227-3 Patent Indemnity
23. 52.227-10 Filing of Patent Applications—Classified Subject Matter
24. 52.227-14 Rights in Data—General
25. 52.227-16 Additional Data Requirements
26. 52.227-18 Rights in Data—Existing Works
27. 52.227-19 Commercial Computer Software—Restricted Rights
28. 52.234-1 Industrial Resources Developed Under Defense Production Act Title III
29. 52.242-13 Bankruptcy
30. 52.244-6 Subcontracts for Commercial Items
31. 52.247-63 Preference for U.S. Flag Air Carriers
32. 52.247-64 Preference for Privately Owned U.S.—Flag Commercial Vessels
33. 52.249-1 Termination
34. 252.223-7001 Hazard Warning Labels

35. 252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials
36. 252.225-7001 Buy American Act and Balance of Payments Program
37. 252.225-7009 Duty Free Entry—Qualifying Country Supplies (End Products and Components)
38. 252.225-7010 Duty Free Entry—Additional Provisions
39. 252.225-7011 Restriction on Acquisition of Supercomputers
40. 252.225-7014 Preference for Domestic Specialty Metals
41. 252.225-7015 Preference for Domestic Hand or Measuring Tools
42. 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings
43. 252.225-7022 Restriction on Acquisition of Polyacrylonitrile (PAN) Carbon Fiber
44. 252.225-7025 Restriction on Acquisition of Forgings
45. 252.225-7036 Buy American Act—North American Free Trade Agreement Implementation Act—Balance of Payments Program
46. 252.225-7037 Duty Free Entry—NAFTA Country End Products and Supplies
47. 252.227-7013 Rights in Technical Data—Noncommercial Items
48. 252.227-7014 Rights in Noncommercial Computer Software & Noncommercial Software Documentation
49. 252.227-7016 Rights in Bid or Proposal Information
50. 252.227-7019 Validation of Asserted Restrictions—Computer Software
51. 252.227-7026 Deferred Delivery of Technical Data or Computer Software
52. 252.227-7027 Deferred Ordering of Technical Data or Computer Software
53. 252.227-7030 Technical Data—Withholding of Payment
54. 252.227-7036 Declaration of Technical Data Conformity
55. 252.227-7037 Validation of Restrictive Markings on Technical Data
56. 252.235-7003 Frequency Authorization
57. 252.239-7016 Telecommunications Security Equipment, Devices, Techniques & Services
58. 252.244-7000 Subcontracts for Commercial Items & Commercial Components
59. 252.246-7001 Warranty of Data
60. 252.247-7024 Notification of Transportation of Supplies by Sea

24. COMPLIANCE WITH SPECIFICATIONS

Upon acceptance of this Purchase Order, Seller agrees to supply Harris all materials, products, or services, in the quantities listed, in conformance with all Purchase Order requirements, including applicable Government, Harris, or other specifications or drawings, to extent specified. The required test and/or inspection reports/data resulting from Seller's compliance with applicable Purchase Order requirements shall be kept on file at the Seller's facility and made available for review by Harris representatives or Government inspectors at any reasonable time.

25. INDEMNIFICATION FOR VIOLATION OF LAWS AND REGULATIONS

Seller acknowledges that as an independent contractor, it is furnishing services or supplies to Harris which may be subject to certain local, state, and Federal laws and regulations. Seller therefore agrees to indemnify and hold harmless Harris, its affiliates, subsidiaries, agents, directors, officers and employees, against all claims, damages, losses, causes of action, liabilities, penalties, and expenses of any kind or nature, including reasonable attorneys' fees, which arise out of or relate to Seller's failure to comply with all applicable local, state, and Federal laws and regulations in the performance of Seller's obligations under this Contract.

26. YEAR 2000 COMPLIANCE WARRANTY

Seller warrants and represents that each hardware, software, and firmware product delivered under this Contract shall accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) prior to, during, and after the year 2000, including leap year calculations, when used in accordance with the product documentation provided by the Seller, to the extent that other information technology, when used in conjunction with the product being acquired under this Contract, properly exchanges date/time data with it. All such processing of date/time data shall be transparent to the user. If the Contract requires that multiple products must perform as a system, then this warranty shall apply to those products as a system and individually.

Information technology is defined to include any equipment, or interconnected system(s) or subsystem(s) of equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. The term includes computers, ancillary equipment, embedded information technology, software, firmware and similar procedures, services (including support services), and related resources.

27. EXPORT CONTROL COMPLIANCE

The Seller agrees to comply with all U.S. Government regulations, as found in 22 CFR 120-130, International Traffic in Arms Regulations (ITAR), and 15 CFR 730-774, Export Administration Regulations (EAR). Whenever granting access to equipment or technology to a foreign vendor/Subcontractor, or before assigning any Foreign Person (as defined in 22 CFR 120.16) to perform work under this Contract, the Seller also agrees to notify Harris in writing prior to assigning or granting access to a Foreign Person to any work, equipment, or technical data in performance of this Contract. Failure to comply may be deemed a material failure to perform under this Contract or Purchase

Order and shall subject Seller to termination in accordance with Article 6, Default.

28. FOREIGN TRANSACTIONS

The Seller shall 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), and the National Industrial Security Program Operating Manual (NISPOM) (DoD 5220.22-M). Seller shall obtain all required authorizations from the U.S. Government before transferring or otherwise disclosing technical data or technology (as those terms are defined in 22 C.F.R. § 120.10 and 15 C.F.R. § 722, respectively), to any Foreign Person (as defined in 22 C.F.R. § 120.16). Seller also shall provide written notification to Harris before assigning or granting access to a Foreign Person to any work, equipment, supplies, or technical data related to this Purchase Order.

29. DEFINITIONS

As used in this Purchase Order/Subcontract:

- a. "Prime Contract" means the Contract existing between Harris and the Harris Customer (if any).
- b. "This Purchase Order" or "this Contract" or "this Agreement" or "this Order" means the contractual instrument in which these General Provisions are incorporated.
- c. "Subcontract" means Purchase Orders and other similar instruments, including changes and modifications hereto.
- d. "Seller" means Contractor or Subcontractor.
- e. "Buyer" or "Harris" means the Harris legal entity issuing this Order.
- f. The terms "supplies," "materials," "items," "products," "articles" and "components" may be used interchangeably throughout these provisions and the Purchase Order to refer to products to be provided by the Seller.
- g. "FAR" means the Federal Acquisition Regulation, as from time to time amended, that is included in the Prime Contract on the effective date of this Purchase Order.
- h. DOD FAR SUP or DFARS means Department of Defense Federal Acquisition Regulation Supplement.

NOTE: Where necessary to make the content of the referenced FAR and DFARS clauses applicable to this Order, the terms "Government, DOD, and Contracting Officer" and equivalent phrases shall mean Harris; the term "Contractor" shall mean Seller, and the term "Contract" shall mean this Purchase Order.

30. DEBARRED/SUSPENDED CERTIFICATION

- a. The Seller hereby certifies by acknowledgement or acceptance of this Order to the best of its knowledge and belief, that:
 - 1) The Seller and/or any of its Principals—
 - a) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - b) Have not, within a three-year period preceding this award, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision.

- 2) The Seller has not within a three-year period preceding this award, had one or more contracts terminated for default by any Federal agency.

"Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- b. This certification is a material representation of fact. If it is later determined that the Supplier knowingly rendered an erroneous certification, in addition to other remedies available to Harris, Harris may terminate the contract for default.

31. INDEMNITY FOR INFRINGEMENT

The Seller shall, at its expense, hold harmless and defend Harris, its customers, and all persons claiming under Harris, against any claim, demand, action or suit alleging or arising from the infringement of any patent, copyright, or trademark or any misappropriation of trade secrets, and shall indemnify the aforesaid parties against all damages, costs, and expenses, including all legal expenses, arising there from by reason of the manufacture, sale, or the normal and intended use of the articles and services covered by this Purchase Order. Seller shall be given adequate notice of such claims and will assume full and exclusive control in the defense thereof. Harris will provide reasonable cooperation to Seller by supplying relevant documents and making Harris employees available for consultation and testimony. Seller will compensate Harris for such cooperation.

32. ADVERTISING AND/OR NEWS RELEASE

Seller shall not, without the prior written consent of Buyer, use in advertisements and/or any other media, information relating to the requirements set forth in this Purchase Order. Seller shall formally transmit to the Buyer a request for such releases including the exact wording and any sketches or photographs which may form a part of the release.

33. DISCLOSURE OF INFORMATION

- a. The Contractor shall not release to anyone outside the Contractor's organization any information, regardless of medium (e.g., film, tape, document), pertaining to any part of this Contract or any program related to this contract unless:
 - 1) Harris has given prior written approval, or
 - 2) 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 the purpose for the release. The Contractor shall submit its request to Harris at least 60 days before the proposed date for release.
- c. The Contractor agrees to include a similar requirement in each Subcontract under this Contract. Subcontracts shall submit requests for authorization to release through the Contractor to Harris.

34. SUPPLEMENTAL TERMS

In addition to the General Provisions set forth above, certain special clauses may be applicable to this Purchase Order. These special clauses will be included either by reference in the Order or by attachment to the General Provisions or both and will include any applicable patent and/or additional data rights clauses.