

## L3 Prime Product General Terms and Conditions (L3 as a Seller)

1. **Acceptance of Orders:** All orders are subject to acceptance by both Buyer and L3 ("Seller") (collectively, "the parties").
2. **Software License (if applicable):** Subject to these terms and conditions, Seller grants to Buyer a limited, personal, non-exclusive license ("the "License") for any software provided with the Product ("Software"). This License may be transferred only upon transfer of the Product.
3. **Changes:** Buyer may at any time request changes to the order within the general scope of work called for. If such changes cause an increase or decrease in the price of the items sold hereunder ("Product"), Buyer shall be notified to this effect, and Seller shall not be obligated to proceed with such changes until it receives a written change order, and agrees in writing to accept such change. Seller shall also be entitled to an extension of the delivery schedule as a result of such change(s).
4. **Taxes:** Prices stated do not include local, state or federal taxes. The amount of any sales, use or similar tax applicable to the sale of the items herein or to the use of such goods by the Buyer shall be paid by the Buyer, or in lieu thereof the Buyer will provide Seller with a tax exemption certificate acceptable to the taxing authorities.
5. **Title and Risk of Loss:** Title to the material shipped and all risks of loss pass to Buyer upon Seller's delivery to common carrier at Seller's plant. Shipping shall be EXWORKS Seller's Plant per the ICC 2000 INCO Terms.
6. **Packing, Packaging and Marking:** Seller will provide packing, packaging and marking in accordance with commercial practices at the quoted prices. Seller reserves the right to adjust the quoted price for any unique or special requirements requested by the Buyer.
7. **Disputes and Governing Law:** It is the intent of the parties that this order be construed, interpreted, and applied in accordance with the laws of the State of New York exclusive of its conflicts of law rules. All disputes arising out of or related to this order will be subject to the exclusive jurisdiction and venue of the state and federal courts located in State of New York and the parties hereby consent to such jurisdiction and venue. THE PARTIES HEREBY WAIVE TRIAL BY JURY WITH RESPECT TO ANY DISPUTE RELATING TO THIS AGREEMENT. To the extent that the laws, rules, and regulations for U.S. Government procurement apply, then the laws commonly referred to as U.S. Government contract law shall apply. The parties shall use reasonable efforts to settle any dispute under this order including where appropriate referral to higher management for resolution.
8. **Delivery:** The delivery date is Seller's best estimate of the time required to make shipment, but Seller shall not be liable for loss or damage, direct, consequential or otherwise, for failure to meet this date. Seller reserves the right to deliver early. In no event shall Seller be in default by reason of any failure or delay in its performance under this order arising from any cause beyond Seller's control and without its fault or negligence, including but not limited to acts or omissions of the Buyer, acts of God or the public enemy, acts of any government agency or authority, fires, floods, epidemics, quarantine restrictions, strikes, labor disturbances, freight embargoes, public disorders, riots or unusually severe weather, or subcontractor delays which are beyond the control of the subcontractor.
9. **Terms of Payment:** Unless stated differently on the face of this order, payment terms are net thirty (30) days from date of invoice, with no discount for earlier payment. If Buyer fails to pay the total amount of an invoice within thirty (30) days of the date of such invoice, interest compounded at the rate of one percent (1%) per month shall be added to all amounts unpaid and outstanding. If Buyer fails to make any payment to Seller as required hereunder, Seller shall have the right exercisable in Seller's sole discretion, in addition to other rights and remedies, to cease further performance under this order.
10. **Foreign Currency Considerations (if applicable):** Buyer acknowledges that foreign exchange rates may have an adverse financial impact on Seller if payment is not received within thirty (30) days of invoice submission or if Seller is unable to complete the Milestone Payment Event within the planned date specified in the Schedule for a given Milestone Payment Event through no fault of Seller. For any such event, Buyer agrees that, in addition to other rights contained within the Contract, Seller shall be entitled to an equitable price adjustment associated with the adverse foreign exchange impact upon reasonable justification of the impact furnished by Seller.
11. **Cancellation:** Orders accepted by Seller are not subject to cancellation by Buyer except with written consent of Seller. In the event of cancellation, Buyer will be advised of applicable cancellation charges, which may include charges for raw material, work in process and finished goods applicable to the order, together with applicable overhead and allowance for profit.
12. **Intellectual Property:** All rights and interest to the inventions, information, technical data or drawings, copyrights rights, patent rights, trademark rights, know-how, trade secrets, related intellectual property, intangible and proprietary rights throughout the world, relating to the Product or Software or disclosed to Buyer in connection with any order or proposal, are the exclusive property of Seller ("Owned Assets"). Buyer shall not (a) Decompile, reverse engineer, disassemble, trace or otherwise analyze the Product or Software, their content, operation, or functionality; (b) Modify, adapt, or translate the Product or Software; or (c) Disclose any proprietary information regarding the Owned Assets to any other persons or companies without Seller's prior written approval.
13. **Inspection and Acceptance:** Acceptance shall occur upon delivery to the FOB point and will be presumed unless Buyer demonstrates within fourteen (14) days thereafter that the Product does not conform to the Warranty set forth herein. Buyer agrees to make inspection of the Products delivered hereunder immediately upon receipt thereof.
14. **Buyer Property:** Seller shall not be liable for loss or destruction or damage to Buyer property, including property which is the subject of this order, whether owned by Buyer, the U.S. Government, or others, except to the extent that Seller is reimbursed or compensated for any loss of or destruction of or damage to such Buyer property or which results from willful misconduct or lack of good faith on the part of Seller managerial personnel.
15. **Compliance with Law.**
  - (a) Export Control. This order is subject to all applicable U.S. laws and regulations relating to the export of the Product. Buyer shall not ship, transfer, export, or use the Product in violation of applicable export laws, regulations or restrictions.
  - (b) Buyer represents and agrees that it will deal with all items purchased hereunder and all technical data and technology relating thereto in conformity with all applicable laws and regulations of the U.S., including the U.S. Foreign Corrupt Practices Act and all U.S. export licensing laws. Buyer agrees that it shall not trans-ship, divert, re-export or otherwise dispose of any U.S.-origin goods or technology obtained from

Seller except as said laws and regulations may expressly permit.

**16. Indemnity:** Buyer shall defend, indemnify, and hold harmless Seller, its parents, subsidiaries and affiliates, and their respective directors, officers and employees and representatives, from and against any and all claims, suits, losses, obligations, causes of action, damages, and expenses (including attorney's fees) relating to or arising out of any use of the Product by Buyer to its Customers.

**17. Limitation of Liability:** IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, MULTIPLE OR PUNITIVE DAMAGES, OR ANY DAMAGE DEEMED TO BE OF AN INDIRECT OR CONSEQUENTIAL NATURE ARISING OUT OF OR RELATED TO ITS PERFORMANCE UNDER THE CONTRACT, WHETHER BASED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE AND WHETHER GROUNDED IN TORT, CONTRACT, CIVIL LAW OR OTHER THEORIES OF LIABILITY, INCLUDING STRICT LIABILITY. TO THE EXTENT THAT THIS LIMITATION OF LIABILITY CONFLICTS WITH ANY OTHER PROVISION(S) OF THIS CONTRACT, SAID PROVISION(S) SHALL BE REGARDED AS AMENDED TO WHATEVER EXTENT REQUIRED TO MAKE SUCH PROVISION(S) CONSISTENT WITH THIS PROVISION. IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF SELLER OR ITS SUBCONTRACTORS OR SUPPLIERS OF ANY TIER WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR THE PERFORMANCE OR BREACH OF THE CONTRACT OR ANYTHING DONE IN CONNECTION THEREWITH EXCEED THE CONTRACT PRICE. NOTWITHSTANDING ANYTHING ELSE IN THE CONTRACT TO THE CONTRARY, THE STATED MONETARY LIMITATION HEREINABOVE IS THE MAXIMUM LIABILITY SELLER HAS TO THE BUYER.

**18. Warranty:**

- a) Seller warrants its products to be free from defects in material and workmanship for a period of six (6) months from the date of shipment. Seller's liability shall be limited to the repair or replacement of the defective item, at the Seller's sole option, provided: (1) Seller is promptly notified in writing upon the discovery of any defect; (2) Buyer assumes payment of all transportation charges; and (3) Any part/item alleged to be defective shall be returned to Seller for inspection, properly packed and all expenses prepaid by Buyer. Seller will not assume any expense or liability for modifications or repairs made by other than Seller, or their authorized agents. This warranty shall not apply to any part which has been damaged, subjected to misuse, or installed or operated not in accordance with any Seller instructions which may have been provided.
- b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BUYER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY WILL BE LIMITED TO THE REPAIR OR REPLACEMENT, AT SELLER'S OPTION OF THE DEFECTIVE PARTS. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING

PERFORMANCE OR CUSTOM AND USAGE IN THE TRADE. SELLER SHALL HAVE NO OTHER LIABILITY UNDER ANY THEORY AT LAW, INEQUITY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT, (INCLUDING INTELLECTUAL PROPERTY INFRINGEMENT AND NEGLIGENCE), AND STRICT LIABILITY, FOR ANY LOSS OR DAMAGES INCLUDING, BUT NOT LIMITED TO, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (EVEN IF SELLER HAS BEEN ADVISED OF SAME) INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUES. ANY ACTION AGAINST SELLER MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE.

- c) In the event Seller repairs or replaces a defective item under the foregoing warranty, the warranty period for the repaired or replacement item shall extend for the remaining warranty period of the original product. However, the original warranty period shall be extended by the number of calendar days required to repair or replace the defective item, calculated from the date of receipt of the defective item by the Seller until return of the repaired or replacement item to the Buyer.

**20. Obsolescence of Parts:** While Seller intends to provide parts in accordance with original design requirements, Seller reserves the right to make part substitutions provided the substituted part has the same form, fit and function as the item it replaces.

**21. General:** The provisions of this Agreement are severable and the invalidity, illegality or unenforceability of any one or more of its provisions shall not affect the validity and enforceability of any other provisions. If any provision of this Agreement is declared to be invalid, illegal, or unenforceable the parties agree that the court of competent jurisdiction should substitute a valid and enforceable provision that to the maximum extent possible in accordance with all applicable law, preserves the legal and economic positions of each party as originally intended in this Agreement. Headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement. Buyer shall not assign or otherwise transfer, whether by contract, operation of law or otherwise, this Agreement or any of the rights or duties set forth herein without the prior written consent of Seller, which consent may be withheld by Seller in its sole discretion. A waiver by Seller of any default by Buyer or of any of the terms and conditions shall not be deemed to be a continuing waiver or a waiver of any other default or of any other of these terms and conditions. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous proposals, negotiations, understandings and agreement, whether oral or written, relating to the subject matter hereof. This Agreement shall not be released, discharged, waived, abandoned or modified, in whole or in part, except by a written instrument duly executed by both parties.

**22. Amendments of These Terms:** These terms can only be changed by mutual agreement of the parties