

FOSTER-MILLER, INC., dba QINETIQ NORTH AMERICA (QNA)
TERMS AND CONDITIONS FOR SALE OF PRODUCTS

1. **General.** The sale and pricing of the QNA products (the "Products") identified in this quotation (the "Quote") shall be governed solely by the terms and conditions contained herein. Any supplemental or contrary terms or conditions in any Buyer purchase order or otherwise are hereby rejected and shall have no force or effect unless otherwise expressly agreed in writing by QNA. This Quote shall expire sixty days from the date hereof, unless otherwise stated in the Quote or extended in writing by QNA.

2. **Payment.** Payment shall be made to QNA net thirty (30) days from the date of QNA's invoice. Interest shall be payable on past due accounts at the rate of one and one-half percent (1 ½ %) per month on the unpaid balance.

3. **Delivery and Acceptance.** QNA will notify Buyer when Products are ready to ship. Shipments shall be FOB QNA's shipping dock and, unless otherwise agreed by QNA in writing, all shipping costs shall be borne by Buyer. All risk of loss passes to Buyer at QNA's shipping dock. Buyer shall have the right to inspect the Products and, upon taking possession, shall give QNA written notice of any defect or nonconformity within three days of receipt.

4. **Independent Contractor.** QNA and the Buyer are independent contractors. Neither party shall have the right or authority to make any commitments on behalf of the other.

5. **Warranty.** The Products are offered with QNA's then-current standard warranty, a copy of which will be provided upon request. **THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED; INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

6. **Delays.** Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligations is prevented or delayed by any cause which is beyond the reasonable control of such party.

7. **Indemnification and Limitation of Liability.** The Buyer shall indemnify, defend, and save harmless QNA from and against any and all liability for bodily injury to persons or property damage occasioned by Buyer's agents, employees, allies, members of its military forces, third parties utilizing equipment equipped with the Products or any third parties claiming damage through the loss or injury of any of the aforementioned entities or parties including any and all expenses, legal or otherwise, arising, out of the purchase or the use of the Product, excluding only damages arising directly and solely from QNA's negligence or willful misconduct. In no event shall QNA be liable for any special, consequential, or incidental damages, including lost profits.

8. **Insurance.** Buyer shall carry Comprehensive General Liability Insurance with limits not less than \$5,000,000 per occurrence for Bodily Injury and \$2,000,000 per occurrence for Property Damage.

9. **Notices.**

A. All notices to QNA under this Agreement shall be in writing and sent to:

Contracts Department
Foster-Miller, Inc.
350 Second Avenue
Waltham, MA 02451

B. All notices to the Buyer under this Agreement shall be in writing and sent to such address and persons as designated in either QNA's Quote or the Buyer's purchase order.

10. **Data Rights.** QNA is the exclusive owner of all proprietary rights associated with the Products, including any patent, copyright, trade secret, trademark or other intellectual property right associated therewith, whether registered, unregistered, statutory, common law or otherwise (together, the "IP Rights"). Buyer is granted no IP Rights in the Products whatsoever, and is expressly prohibited from remanufacturing, disassembling or reverse engineering the Products or any components thereof.

11. **Export/Import Controls.** Buyer recognizes and acknowledges that the Products are subject to U.S. export control laws and regulations, including but not limited to, the International Traffic in Arms Regulations ("ITAR") and the Export Administration Regulations ("EAR"), and specifically acknowledges that its receipt and possession of the Products is subject to the restrictions and limitations provided for below:

A. The Products shall not be transferred to, exported, or re-exported, to any foreign entity or otherwise put at the disposal of any Foreign Person (as defined in the ITAR), whether in the United States or abroad, including any Foreign Person employed by the Buyer, without first obtaining the express written authorization of QNA and the United States Department of State, Directorate of Defense Trade Controls.

B. Buyer shall control the disclosure of any Technical Data (as defined in the ITAR) in accordance with all applicable export control laws and regulations, including but not limited to the ITAR, EAR, and any other local, state, or national laws and regulations,

including any applicable foreign export or import control laws and regulations.

C. Buyer shall immediately notify QNA if it becomes listed on any restricted party list, or if its export privileges are revoked or suspended by an agency of the U.S. Government, or if it is otherwise ineligible, for any reason, to receive, or facilitate the export or import of, U.S. origin goods.

D. QNA may be required to obtain additional information related to the ultimate end user, consignees, intermediate consignees, and other third parties to this transaction, and/or the citizenship and nationality of Buyer's employees, and Buyer agrees to timely provide such information, and to certify that such information is true and correct.

E. QNA reserves the right to rescind its offer to Buyer should QNA become aware of anything that would make QNA, in its sole discretion, believe or suspect the sale or transfer of the Products, and/or related Technical Data, to Buyer may violate any applicable U.S. or foreign export or import law or regulation.

F. Buyer agrees to indemnify QNA for all damages, penalties, losses, or other liabilities that may be incurred by the Buyer or QNA in connection with any violation, or potential violation, of U.S. or foreign export or import control laws and regulations by the Buyer. Buyer agrees to immediately notify QNA of any investigation regarding the Product as soon as it becomes aware of such an investigation.

12. **Anti-Corruption.** The Buyer's acceptance of this Quote shall constitute Buyer's affirmation that it understands and will comply, and will ensure compliance of its officers, directors, affiliated companies, subcontractors, and shareholders, with the principals and requirements of the US Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010, the U.S. Combating Tracking in Persons/U.K. Modern Slavery Act of 2015 and any other anti-corruption and anti-bribery laws, legislation, regulations, antiboycott or directives ("Anti-Corruption Legislation") which apply to its business or which apply in the place where the Contract is performed. Buyer will not, and will certify that its employees, subcontractors, agents and representatives will not, engage in any activity, practice or conduct which would constitute an offense under any Anti-Corruption Legislation. In addition, Buyer shall maintain policies and procedures that govern its business ethics to ensure that they comply with the requirements of QNA's Ethics Policy, which can be viewed at: ethics@qna.com.

13. **Sanctions.**

A. Buyer shall: (i) comply with trade, financial or other sanctions imposed by the UN, EU, UK or US (including regimes administered by the US Department of the Treasury and Office of Foreign Assets Control (OFAC)) and any other such regime which applies to Buyer's business ("Sanctions"); (ii) certify that its affiliate companies, suppliers and subcontractors remain compliant with Sanctions during the Contract; (iii) not supply any Product pursuant to the Contract from, or on behalf of, and person listed as, or owned by or controlled by any person listed as, targeted by Sanctions, or located in, or incorporated in, any country which is the target of countrywide Sanctions ("Restricted Person"); and (iv) not use any monies paid by QNA pursuant to the Contract for payment to, or for the benefit of, and Restricted Person.

B. Buyer warrants that at the date of entering into the Contract neither itself, its affiliates, or any of its shareholders or owners that have an interest of more than 50% in Buyer (by virtue of the ownership of shares or rights which give a person the ability to secure that its affairs are conducted in accordance with the wishes of that person) is a Restricted Person, nor are such persons engaging in any transactions which could result in them becoming Restricted Persons, or engaging in any transactions which are contrary, or have alleged to be contrary by a competent authority, to Sanctions.

C. Buyer shall immediately provide written notification to QNA if: (i) Buyer or any of its affiliate companies becomes a Restricted Person; (ii) any of its shareholders or owners who have a 50% or greater interest in Buyer becomes a Restricted Person; or (iii) Buyer becomes aware that it has, or any of its affiliate companies, suppliers, or subcontractors have breached or infringed any Sanctions or are under investigation by any competent authority in respect of the same.

D. Buyer acknowledges that a breach of this Clause shall be deemed a material breach of the Contract.

14. **Governing Law.** This Agreement shall be construed under and governed in all respects by the laws of the Commonwealth of Massachusetts without regard to the conflicts of law principles thereof.

15. **Enforceability.** If one or more of these terms and conditions should be deemed contrary to law, then such provisions or parts thereof shall be null and void and shall be deemed separable from the remaining provisions or parts thereof and shall in no way affect the validity or enforceable of any remaining provisions herein.

16. **Entire Understanding.** The Quote, including these terms and conditions, represent the entire agreement and understanding between the parties in relation to the subject matter hereof. These provisions supersede all previous understandings, agreements, and representations between the parties, written or oral and may be modified only by a written instrument signed by authorized representatives of both parties.