PSS/T-70
NORTHROP GRUMMAN SYSTEMS CORPORATION

PURCHASE ORDER TERMS AND CONDITIONS
SOFTWARE LICENSE AGREEMENT

1. **DEFINITIONS.**
   A. BUYER, LICENSEE or LESSEE means the entity name listed on the Purchase Order/Subcontract.
   B. SELLER, LICENSOR, or LESSOR means the party with whom Buyer is contracting. The Buyer and Seller are sometimes hereinafter referred to individually and collectively as the Party or Parties respectively.
   C. PURCHASE ORDER means the name and/or title of the instrument of contracting, including all documents, exhibits and attachments referenced therein.
   D. PERSONNEL, for the purposes of the Privacy, Confidentiality and Security clause of this contract, means employees, agents, consultants or contractors of Seller or Northrop Grumman, as applicable
   E. PERSONAL INFORMATION, is any information relating to an identified or identifiable natural person (such as name, postal address, email address, telephone number, date of birth, Social Security number (or its equivalent), driver's license number, account number, credit or debit card number, personal identification number, health or medical information, or any other unique identifier or one or more factors specific to the individual's physical, physiological, mental, economic or social identity), whether such data is in individual or aggregate form and regardless of the media in which it is contained, that may be (i) disclosed at any time to Seller or its Personnel by Northrop Grumman or its Personnel in anticipation of, in connection with or incidental to the performance of services for or on behalf of Northrop Grumman; (ii) Processed at any time by Seller or its Personnel in connection with or incidental to the performance of services for or on behalf of Northrop Grumman; or (iii) derived by Seller or its Personnel from the information described in (i) or (ii) above.
   F. PROCESS or PROCESSING means any operation or set of operations performed upon Personal Information, whether or not by automatic means, such as creating, collecting, procuring, obtaining, accessing, recording, organizing, storing, adapting, altering, retrieving, consulting, using, disclosing or destroying the data.

2. **ACCEPTANCE.**
   A. The issuance of a Purchase Order and the execution of Seller's Software License and/or Lease Agreement as may be amended by Buyer constitute the Buyer's offer. Acceptance is expressly limited to the terms and conditions of the Purchase Order and as stated in Seller's Software License/Lease Agreement to the extent that such terms and conditions are consistent with and do not in any way conflict with the terms and conditions as stated herein. In the event of any inconsistencies between the terms and conditions of the Purchase Order and the Software License/Lease Agreement the terms and conditions of the Purchase Order shall prevail. The Purchase Order, Software License and/or Lease Agreement shall sometimes hereinafter be referred to collectively as the "Agreement". The Buyer hereby objects to any and all additional or

different terms and conditions in the Seller's acceptance.

B. The Purchase Order is accepted as written by executing the Acknowledgment or Acceptance copy of the Purchase Order, and/or by beginning performance.

C. No modification of the Agreement (including any additional terms and conditions or different terms and conditions contained in the Seller's acceptance) shall be binding upon either Party unless and until agreed to in writing signed by the appropriate duly authorized representatives of the Parties.

3. **RESERVED**

4. **TRANSFERS, PROVISIONS AND RIGHT-TO-USE SOFTWARE.**

A. Licensee shall have the unrestricted right to transfer the Software License(s) to its parent and/or any subsidiary of Licensee upon written notification to Licensor of such transfer without payment of additional costs or fees provided that the total number of Software Licenses purchased or leased by Licensee is not exceeded. In the event that Licensee Software License usage exceeds the total number of Software License(s) purchased or leased the Licensor and Licensee hereby agree to enter into good faith negotiations for the purchase and/or lease of the additionally required Software License(s) or Licensee shall comply with the previously established Software License(s) usage limits. Licensee shall have the right to reproduce the Software and Documentation described in the Purchase Order as reasonably required for its internal use, disaster recovery, or archival purposes, provided that all copies shall include Licensor's copyright and any other proprietary notices and be subject to the restrictions of this Agreement and any exceptions to this provision as mutually agreed by the Parties in writing.

B. Licensee as part of a prime contract with a non-entity (Government or Commercial), may use the Licensed Software in support of that prime contract. The terms and conditions of the Purchase Order shall not change or otherwise be affected by the use of the Software in this manner, provided that at no time shall Licensee attempt to or allow the Software to be transferred in whole or in part to any non-Buyer entity. Any access to or use of the Software by any non-Buyer entity representatives shall be for the sole and express purpose of accomplishing Buyer's prime contract obligations. Licensee expressly confirms that it shall not use the Licensed Software in the operation of a service bureau.

C. Licensor shall ensure that unless otherwise specifically specified in the Purchase Order that the Software License(s) purchased and/or leased hereunder shall be the latest production version of the Software which shall include the most recent attachments, definitions, improvements, enhancements, additions and/or modifications to the Software.

5. **SOFTWARE MAINTENANCE.**
This Agreement does not include any current or future maintenance provisions with Licensor. If the Parties agree to enter into a separate contractual maintenance agreement any current or future maintenance Agreement(s) which is terminated for any reason, shall not affect the continuation of the Agreement and/or the incorporated Software License and/or Lease Agreement(s).

6. **PAYMENT SCHEDULE; FEES AND CHARGES.**

A. Upon Software delivery, installation, and successful validation of performance including any other agreed to obligations of Licensor for which performance is then due and receipt of a properly executed and accurate invoice, Licensee shall pay the fees and charges as specified in the Purchase Order to Licensor within thirty (30) days. If for whatever reason after receipt of a properly executed invoice Licensee fails to make payment or formally dispute the invoice Licensor may at its option request interest be accrued in an amount not to exceed the maximum amount allowed by law.

B. Unless otherwise specified in the Purchase Order, Buyer's Invoice Instructions are incorporated herein and available on Buyer's On-line Automated Supplier Information System (OASIS): https://oasis.northgrum.com/corp/pss/docs/InvoiceInstructions.pdf.

7. **VALIDATION OF SOFTWARE PERFORMANCE.**
Unless otherwise agreed to by the Parties in advance, the Licensee shall install or cause to be installed the Licensed product(s) within fifteen (15) days of receipt. Once the Licensed Product(s) is installed, Licensee shall have the opportunity to validate the Licensed Product(s) performance to determine whether it functions substantially in accordance with the applicable documentation. Licensee shall validate the Licensed Product(s) performance pursuant to the procedures, criteria and descriptions set forth in Licensor's documentation and shall complete such tests as quickly as practical within no more than thirty (30) days after installation. Such validation shall be conducted on Licensee's site and equipment in order to determine whether the Software can be effectively utilized in Licensee's operating business environment. Licensee will provide a written "listing" identifying in reasonable detail, all known defects discovered during performance validation to Licensor. Within ten (10) days of receipt of such "listing" Licensor shall correct the items on the "listing" and/or shall commence corrective action(s) reasonably acceptable to Licensee and shall proceed with due diligence to correct the defects. All defect corrections shall be subject to re-validation. If Licensor fails to make the corrections or initiate corrections as set forth above such failure shall be deemed a material breach of this Agreement.

8. **RESERVED**

9. **ACCEPTANCE OF SOFTWARE.**
The Licensed Product(s) shall be accepted as conforming to the requirements of the Purchase Order (including the Software License and/or Lease Agreement) only upon successful completion of the validation process. If the Licensor fails within thirty

(30) calendar days to correct the defects contained in the "listing", Licensee may; (a) issue a "partial acceptance" of the Licensed Product(s), after Licensor and Licensee enter into good faith negotiations to determine the equitable adjustment in the price to account for such deficiency; (b) conditionally accept the Licensed Product(s) for a specified period of time while reserving its right to revoke acceptance if timely correction(s)/ modification(s) are not forthcoming during the agreed to time period, or (c) pursue whatever other remedies are available under this Agreement. In all cases, in which corrections and/or modifications are required to correct deficiencies discovered during validation of the Licensed Product(s) the date upon which such Licensed Product(s) are re-validated shall for all intents and purposes be the "Acceptance Date."

10. **WARRANTIES.**
   A. Licensor warrants that all Licensed products, including Licensor provided updates, are free of Viruses or any other programmed device that could impair the Licensee's use of the Software or the equipment on which the Software resides.
   B. Unless expressly agreed to in writing between the Parties and incorporated into this Agreement, Licensor warrants that all Licensed Products(s) developed and/or otherwise provided by Licensor to Licensee shall (1) contain no hidden files, (2) not replicate, transmit, or activate itself without control of a person operating computing equipment on which it resides, (3) not alter, damage, or erase any date or computer programs without control of a person operating the computing equipment on which it resides, (4) contains on key, node lock, time-out, or other function, whether implemented by electronic, mechanical or other means, which restricts or may restricts use or access to any program(s) or data developed and/or otherwise provided by Licensor to Licensee under this Agreement. Notwithstanding anything in the Agreement to the contrary, if Licensor provides any Licensed Product(s) to Licensee which contains any of the above mentioned condition(s) and such condition(s) were not disclosed and agreed to in writing by the Parties Licensor shall be deemed in default of this Agreement, and no cure period shall apply. In addition to any other remedies available to it under this Agreement, Licensee reserves the right to pursue any civil and/or criminal penalties available to it against the Licensor without limitation.
   C. The media on which the Licensed Software is provided shall be free of defects in material and workmanship.
   D. The Licensed product(s) shall possess all material functions and features contemplated by the supporting documentation.
   E. The Licensed product(s) shall substantially perform in accordance with the user manuals and the documentation.
   F. The Licensed product(s) shall be compatible with the operating system, application programs, computing equipment and networks contemplated by the documentation.
   G. Licensor hereby agrees to pass through or assign to Licensee any third party's warranty which Licensor receives in connection with any product(s) provided to Licensee.
   H. Licensor warrants there are no actions, suits or proceedings pending or threatened, which will have a material adverse effect on Licensor's ability to fulfill its obligations under this Agreement. Licensor further warrants it will immediately notify Licensee if during the term of this Agreement, Licensor becomes aware of any action, suit, or proceeding pending or threatened, which will have a material adverse effect of Licensor's ability to fulfill its obligations under this Agreement.
   I. Licensor warrants that it has the full right, title, and interest in the subject Software and/or is authorized to license the subject Software.

Except as set forth above and as otherwise mutually agreed to by the Parties in writing all other warranties express or implied, are disclaimed, including without limitation, any implied warranty of merchantability or fitness for a particular purpose except to the extent that any warranties implied by law cannot be validly waived

11. - 12. **RESERVED**

13. **DISPUTES AND LIABILITIES.**
   A. In addition to the other remedies provided for hereunder and except as expressly limited herein, both Parties to this Agreement shall have the full benefit of all applicable remedies generally available to a Licensor/ Licensee of products under the Uniform Commercial Code.
   B. In the event of any disputes between the Parties associated with this Agreement, the Parties hereby agree to work toward resolution and negotiate in good faith for a period of not less than thirty (30) days. The Parties shall both assign individuals whose responsibility it shall be to review and interpret the events and circumstances of the dispute and to resolve and/or propose to the Parties' Senior Management a viable mutually acceptable resolution. If at any time during the resolution process the assigned individuals determine for whatever reason that the dispute cannot be resolved at the assigned level the Parties agree to escalate the dispute to ascending levels of management up to and including the Vice President of the respective organizations. If after thirty (30) days resolution has not been achieved the Parties may exercise any and all courses of resolution prescribed herein, unless the Parties otherwise mutually agree to extend the negotiation/resolution period.
   C. Neither Party to this Agreement shall be liable for any claim arising out of this Agreement in an amount exceeding the total contract price with the exception of the damages and costs described in Section 10 ("Indemnification") and Section 17 ("Warranties"). In no other event shall either Party be liable hereunder for any indirect, incidental or consequential damages (including lost business profit) sustained by the other Party or any other individual or entity for any matter arising out of or pertaining to the subject matter of this Agreement.

D. The Parties hereby expressly acknowledge that the foregoing limitations were fully considered by each Party to this Agreement and appropriately reflects a fair allocation of risks.

E. No action arising under or related to this Agreement may be brought by one Party against the other more than two (2) years after the cause of the cause of the action arose.

F. The Parties agree that this Agreement is the result of negotiations between the Parties and that no term or provision shall be construed against a Party merely because the term or provision is contained in a document drafted, prepared, written or pre-printed by that Party.

14. TERMINATION.

A. This Agreement and the License(s) granted hereunder shall terminate upon the earliest to occur of the following: (i) thirty (30) days after Licensee gives Licensor written notice of Licensee's desire to terminate this Agreement, for any reason, subject to payment of all License fees then due and owing; (ii) thirty (30) days after Licensor gives Licensee notice of Licensee's breach of any material provision of this Agreement, (iii) immediately if either Party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors or (iv) expiration of the term of this Agreement.

B. Within thirty (30) days of any termination Licensee shall either return to Licensor at Licensee's expense, delete and/or destroy all Licensed product(s) and any proprietary documentation related thereto except that Licensee may retain an archival copy. If requested, Licensee shall provide written certification that all Licensed product(s) and/or proprietary documentation has been returned, deleted and/or destroyed with the exception of the copy which is retained for archival purposes.

15. - 18. RESERVED

19. OTHER SUPPORT SERVICES.

Support or maintenance of the Licensed Product(s) beyond any warranty coverage described in Section 17 ("Warranties") if any, shall be provided under a separate contractual agreement.

20. TAXES.

All pricing provided hereunder shall include all applicable Federal, State and Local taxes as may be assessed against Licensor except those sales and/or use taxes required by law to be paid by Licensee.

21. ASSIGNMENT.

Neither the Licensor or Licensee shall assign its rights or obligations under this Agreement without the expressed prior written consent of the other Party. Such consent shall not be unreasonably withheld. Any permitted assignment of this Agreement shall provide that the provisions of this Agreement shall continue in full force and effect and that the assigning Party shall guaranty the performance of its assignee and shall remain liable for all obligations hereunder.

22. SUBCONTRACTING.

A. Seller shall not subcontract without the prior written authorization of Buyer for the performance of any service to be provided hereunder, and Seller shall require a like agreement from any immediate and lower-tier suppliers. This is not a restriction on authorized distributors, dealers, jobbers or industrial suppliers.

B. No subcontract placed under this Order shall provide for payment on a cost- plus-percentage-of cost basis, and any fee payable under cost-reimbursement subcontract shall not exceed the fee limitations in subsection 15.404-4(c) of the Federal Acquisition Regulation (FAR)

C. Any subcontract awarded to a foreign person, as defined in the International Traffic in Arms Regulations or the Export Administration Regulations, must comply with the Export and Import Compliance clause herein.

23. CONFIDENTIAL TERMS AND CONDITIONS.

Neither Party shall disclose the terms and conditions of this Agreement to any third-parties, nor shall either Party use the name of the other party in publicity, advertising, or similar activity, without the prior written consent of the other.

24. RESERVED

25. INDEMNIFICATION.

A. Licensor warrants that the Software does not infringe upon or violate any patent, copyright or trade secret. Licensor shall defend and hold harmless, at its expense any action or demand brought against Licensee to the extent that it is based on a claim that the Software infringes a patent, copyright or trade secret and will pay any and all costs and damages incurred by the Licensee, including reasonable attorney fees which are attributable to such claim, provided that Licensee notifies Licensor promptly in writing of the claim and allows Licensor to fully control the defense and any settlement of such claim. Provided that such settlement does not require Licensee to pay any monetary or other type of compensation of any kind to the Licensor, claimant, or any other party. Licensee hereby agrees to reasonably participate in the defense of such claim if reasonably necessary and requested to do so by the Licensor, subject to Licensor paying all of Licensee's reasonable expenses associated with such participation. Licensee may appear through counsel at its own expense. Should the Software become, or if in Licensor's opinion is likely to become, the subject of any claim of infringement, Licensor may procure for the Licensee the right to continue using the Software, replace or modify the Software to make it non-infringing at no additional cost to Licensee. If neither of the aforementioned alternatives can be reasonably and/or timely accomplished Licensor and Licensee shall enter into good faith negotiations to derive the equitable adjustment to be provided to Licensee.

B. Licensor shall not be liable for any claim of infringement based upon (i) use of other than the latest unmodified release of the Software made available to Licensee by Licensor if such infringement would have been avoided by the use of such release of the Software, or (ii) use or combinations of the Software with non-Licensor,

programs or data if such infringements would not have occurred without such use or combinations.

26 - 27. RESERVED.

28. COMPLIANCE WITH LAWS.

Seller warrants that it shall comply with all applicable federal, state, or local laws, rules, and regulations in the performance of this Agreement. Seller shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin and warrants compliance with Section 508 of the Rehabilitation Act. Where applicable, the Supplier agrees to provide products and services which are Section 508 compliant and agrees to provide a Voluntary Product Accessibility Template® (VPAT®) to Customer Representatives, if requested.

29. GOVERNING LAW.

This Agreement shall be governed by and construed under the laws of the state from which this Purchase Order was issued, without reference to its conflicts of law principles. Unless otherwise agreed to in writing by the Parties, venue and jurisdiction for all legal proceedings of any kind or nature brought to enforce any provisions of this Purchase Order shall lie within the state from which this Purchase Order was issued. The Parties hereby waive any right to a trial by jury.

30.-31. RESERVED

32. EXPORT AND IMPORT COMPLIANCE.

This provision may not be modified or amended by any addendum, exhibit, attachment, or any other agreement without prior written approval from Northrop Grumman Law Department (Export/Import).

A. Export Compliance.

General. Performance of this Order may involve the use of or access to articles, technical data or software that is subject to export controls under 22 United States Code 2751 – 2799 (Arms Export Control Act) and 22 Code of Federal Regulations 120-130 (International Traffic in Arms Regulations or "ITAR") or 50 United States Code 2401-2420 (Export Administration Act of 1979, as amended), 50 United States Code 1701-1706, (International Emergency Economic Powers Act, as amended), and 15 Code of Federal Regulations 768 – 799 (Export Administration Regulations) and their successor and supplemental laws and regulations (collectively hereinafter referred to as the "Export Laws and Regulations"). Seller represents and warrants that it is either 1) a U.S. Person as that term is defined in the Export Laws and Regulations, or 2) a Foreign Person as that term is defined in the Export Laws and Regulations and has disclosed to Buyer's Representative in writing the country in which it is incorporated/authorized/ organized to do business, and all nationalities of any dual or third-country national employees who will require access to the data, articles or services provided hereunder. Seller shall comply with any and all Export Laws and Regulations, and any license(s) issued there under.

1. Registration. If Seller is a U.S. entity and is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, Seller represents that it is registered with the U.S. Department of State's Directorate of Defense Trade Controls, as required by the ITAR, and it maintains an effective export and import compliance program in accordance with the ITAR.

2. Foreign Persons. Seller shall not re-transfer any export-controlled information (e.g. technical data or software) to any other non-US person or entity (including the Seller's dual and/or third-country national employees) without first complying with all the requirements of the applicable Export Laws and Regulations. Prior to any proposed re-transfer, Seller shall first obtain the written consent of the Buyer. No consent granted by Buyer in response to Seller's request shall relieve Seller of its obligations to comply with the provisions of paragraph A. of this Clause or the Export Laws and Regulations, nor shall any such consent constitute a waiver of the requirements of paragraph A. hereinabove, nor constitute consent for Seller to violate any provision of the Export Laws and Regulations.

B. Political Contributions, Fees and Commissions.

If this Purchase Order is valued in an amount of $500,000 or more, then in performance of this Purchase Order, Seller shall not directly or indirectly pay, offer or agree to pay any political contributions or any fees or commissions.

For purposes of this section and pursuant to 22 CFR 130.6, political contribution means any loan, gift, donation or other payment of $1,000 or more made, or offered or agreed to be made, directly or indirectly, whether in cash or in kind, which is:

1) To or for the benefit of, or at the direction of, any non-U.S. candidate, committee, political party, political faction, or government or governmental subdivision, or any individual elected, appointed or otherwise designated as an employee or officer thereof; and

2) For the solicitation or promotion or otherwise to secure the conclusion of a sale of defense articles or defense services to or for the use of the armed forces of a non-U.S. country or international organization. Taxes, customs duties, license fees, and other charges required to be paid by applicable law or regulation are not regarded as political contributions.

For purposes of this section and pursuant to 22 CFR 130.5, fee or commission means any loan, gift, donation or other payment of $1,000 or more made, or offered or agreed to be made directly or indirectly, whether in cash or in kind, and whether or not pursuant to a written contract, which is:

(1) To or at the direction of any person, irrespective of nationality, whether or not employed by or affiliated with the Seller; and

(2) For the solicitation or promotion or otherwise to secure the conclusion of a sale of defense articles or defense services to or for the use of the armed forces of a non-U.S. country or international organization.

C. Import Compliance.

Both parties shall comply with all U.S. Customs laws and regulations (*e.g.,* 19 CFR) and all other applicable U.S. government regulations pertaining to importations of goods and materials into the United States.

For International Purchase Orders (Purchase orders issued to entities addressed in foreign countries): Specifically, without excluding other regulations, Seller shall comply with and adhere to the commercial invoice requirements detailed in 19 CFR 141 subpart F of the regulations, and provide additional information as requested by the Buyer. Seller shall immediately upon discovery, notify Buyer of any change to the shipment data related to product valuation, quantities shipped, country of origin, port of export and any additional information directed by the Buyer. Seller will timely provide pre-alert shipping information and documentation prior to shipment arrival to the U.S. Buyer will direct Seller where to send pre-alert shipping information and documentation. Pre-alert shipping documentation includes, but is not limited to, a commercial invoice, airway bill, bill of lading, and other required documentation as directed by U.S. regulations and Buyer.

For Domestic Purchase Orders (Purchase orders issued to entities addressed in the United States): Seller shall assume all U.S. import responsibilities, to include designation as U.S. Importer of Record, Customs clearance, duty, taxes, and fees for goods entering into the United States. Unless otherwise agreed in writing, NGC will not assume any import liabilities for goods procured through a domestic purchase order.

D. Indemnification.

Seller shall indemnify and save harmless Buyer from and against any and all damages, liabilities, penalties, fines, costs, and expenses, including attorneys fees, arising out of claims, suit, allegations or charges of Seller's failure to comply with the provisions of this Clause and breach of the warranty set forth in paragraph A or B. Any failure of Seller to comply with the requirements or any breach of the warranty contained in this Clause shall be a material breach of this Order.

E. Subcontracts.

The substance of this Clause shall be incorporated into any lower-tier subcontract or purchase order entered into by the Seller for the performance of any part of the work under this Order.

F. Notification.

Seller agrees to provide prompt notification to Buyer in the event of changes in circumstances such as ineligibility to contract with US Government, debarment, assignment of consent agreement, and initiation or existence of a US Government investigation, that could affect Seller's performance under this contract. Seller further agrees to provide prompt notification to Buyer should any offer, agreement or payment of political contributions, fees or commissions (as defined herein and pursuant to this Order) be made in contravention of the prohibition in Section B.

36. - 38. RESERVED

39. NONWAIVER.

A Party's failure at any time to enforce any provision of any Order shall not constitute a waiver of the provision or prejudice a Party's right to enforce that provision at any subsequent time.

40. ENTIRE AGREEMENT.

This Agreement, which shall include the Purchase Order and all appendices or other attachments referenced herein (which may include Seller's Software License/ Lease Agreement if so referenced), constitutes the entire Agreement between Buyer and Seller and supersedes all prior oral and written agreements and/or proposals between the Parties relating to this subject.

41. –65. RESERVED

66. NOTICE.

Any notice or other communication hereunder required or that may be given pursuant to this Agreement shall be deemed received three (3) days after transmittal provided the correspondence is appropriately addressed, using registered mail, return receipt requested, or any of the express mail services.

67. –78. RESERVED

79. SEVERABILITY.

Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other part or provision of this Agreement, provided that the basic purpose of this Agreement can still be achieved.

80. RESPONSE TO AUDIT.

Buyer shall not be prohibited from providing copies of the purchase order to federal and state taxing agencies as requested by either buyer's or government auditors to comply with auditing procedures.

81. DIVESTITURES - IT PRODUCTS & SERVICES.

A. Upon Buyer's divestiture of any affiliate, division, business unit, line of business or sector ("divested entity"), Buyer may assign in whole or in part the software and/or maintenance services that are the subject of this order to that divested entity. Upon execution of an assignment, Buyer shall have no further rights or obligations with respect to the assigned licenses and/or services (with the exception of any unpaid license and/or maintenance service fees which remain due on the effective date of such assignment) and the divested entity shall become the "customer" of record for those assigned licenses and/or services. Any such assignment or other transfer of licenses to the software and/or maintenance services made to a third party will be subject to the prior written consent of Seller/licensor which consent will not be unreasonably withheld or delayed.

B. Divested entities will have the right, for a period of twelve (12) months post-divestiture, to continue to purchase the software products and/or maintenance services covered under this order, or Buyer may purchase such licenses under this order on behalf of the divested entities. If a divested entity wishes to order from Seller directly, Seller reserves the right to require such divested entity to provide financial information sufficient to determine creditworthiness before accepting any orders.

C. For software. In the event of a divestiture, Buyer shall be permitted to use the software products to provide managed services for the divested entity during a period of transition, provided that Buyer's use in such case is only for the divested entity.

Once the transition period ceases, Buyer shall assign the licenses to the divested entity as provided in the "divestiture" provision in this purchase order.

D. Buyer shall have the unrestricted right to transfer the software license(s) to its parent and/or any subsidiary or affiliate of Buyer upon written notification to Seller/licensor of such transfer without payment of additional costs or fees provided that the number of licenses transferred does not exceed the Buyers total licensed count. In each such instance, Buyer shall inform Seller/licensor of the transfer, and shall provide details on the name and address of assignee, including which products (and how many licenses of each) are being transferred.

82. **MERGERS AND ACQUISITIONS - IT PRODUCTS/SERVICES.**

A. If Buyer merges with or acquires entities that have existing licensed software, the merged, or acquired entity's licenses will terminate upon completion of the acquisition or merger and the merger/acquired entity's licenses will be combined with Buyer's existing licenses of the same license type under the terms of this purchase order, provided that Buyer and the merged/acquired entity are both current on maintenance and there are no outstanding receivables against either account. There shall be no transfer fee for combining the licenses, provided; however, that Buyer will true up the merged or acquired licenses to match Buyer's software configuration and license type(s). Maintenance will continue on the combined number of users. Buyer may, at its option, permit an acquired entity to continue to operate its existing software as a standalone operation, but subject to the terms of this purchase order at no additional cost other than continued maintenance fees.

B. If Buyer merges with or acquires an entity or entities that have a need for Seller's products and services, Buyer and the acquired entity will be permitted to make purchases using this purchase order and price discounts in support of the acquired entity. If under any existing purchase order with an acquired entity or entities Seller currently provides or agrees to provide maintenance services, Buyer and Seller will negotiate a combined maintenance agreement sufficient to cover the combined companies so as to avoid any disruption in service.

83. **RESERVED**

84. **CONFIDENTIALITY OF LICENSOR'S INFORMATION.**

A. Licensee hereby agrees that it shall use its reasonable efforts to avoid disclosure of Licensor's proprietary/confidential information to any third party other than Licensee's consultants, agents and representatives having access to Licensee's proprietary data and a need to know. Licensor hereby agrees that all such proprietary/confidential information provided to Licensee shall be marked with a stamp or legend indicating its confidential/proprietary nature.

B. For the purposes of this Agreement, the term "reasonable efforts" shall mean that Licensor's proprietary/confidential information shall be preserved, maintained, and managed in accordance with the same policies and procedures by which Licensee protects its own proprietary/confidential information. Licensee shall not be liable for the use or disclosure of any such proprietary/confidential information if such information is:

(1) In the public domain at the time it was disclosed.

(2) Known to the Party receiving it at the time of disclosure.

(3) Used or disclosed inadvertently provided the appropriate degree of care is exercised.

(4) Used or disclosed with prior written approval of the Licensor.

(5) Independently developed by the receiving Party.

(6) Becomes known to the receiving Party without similar restrictions from a source other than the disclosing Party having the right to disclose.

85. **SOFTWARE CHAIN OF CUSTODY.**

Seller represents and warrants that it has policies and procedures in place to ensure that software code used to develop product(s) has been within seller's configuration management and control during the entire development process. Should buyer determine that seller has supplied product(s) that have failed or do not properly function (i.e. harmful/malicious code embedded into software) due to lapses in the chain of custody, buyer shall promptly notify seller and seller shall at its own expense immediately replace the defective product(s) with product(s) that conform to the software documentation specifications.

86. **REPORTING - IT SOFTWARE.**

For software. Upon request, seller will submit within 48 hours a copy of the testing procedures and test results used for the product(s) being procured.

87. **PRIVACY, CONFIDENTIALITY AND SECURITY**

Seller will ensure that it provides the services under this agreement in accordance with the following requirements:

(a) Seller will hold in strict confidence any and all Personal Information.

(b) Seller will provide at least the same level of privacy protection for Personal Information as is required by the relevant U.S.-EU Safe Harbor Framework ("Safe Harbor") Principles.

(c) Seller will Process Personal Information only on behalf of Northrop Grumman and in accordance with Northrop Grumman's written instructions, and only in connection with the services it provides for Northrop Grumman and to fulfill its obligations to Northrop Grumman.

(d) Seller will comply with all applicable laws and regulations relating to the privacy, confidentiality or security of Personal Information and applicable provisions of Northrop Grumman's privacy policies, statements or notices that are attached hereto (collectively, "Privacy Requirements").

(e) In the event a Privacy Requirement, enforcement action, investigation, litigation or claim, or any other circumstance, is reasonably likely to adversely affect Seller's ability to fulfill its obligations under this agreement, Seller will promptly notify Northrop Grumman in writing and Northrop Grumman may, in its sole discretion and without penalty of any kind to Northrop Grumman, suspend the transfer or disclosure

of Personal Information to Seller or access to Personal Information by Seller, terminate any further Processing of Personal Information by Seller, and terminate Seller's agreement to provide services to Northrop Grumman, if doing so is necessary to comply with applicable Privacy Requirements.

(f) Subject to applicable law, in the event Seller is required by law or legal process to disclose Personal Information, it will give prior written notice of the disclosure to Northrop Grumman, so that Northrop Grumman may, in its discretion, seek to block the disclosure. Northrop Grumman will have the right to defend such action in lieu of and on behalf of Seller. Northrop Grumman may, if it so chooses, seek a protective order. Seller will reasonably cooperate with Northrop Grumman in such defense at Northrop Grumman's reasonable cost.

(g) Seller may disclose Personal Information to a third party if, and only if, it obtains the written consent of Northrop Grumman *and* (1) the disclosure is made to a party that performs services on behalf of Northrop Grumman and the disclosure is made in order to perform the Seller's services to Northrop Grumman; or (2) the disclosure is made to a third party performing clerical, administrative, technical, or security-related services for Seller, and such disclosure is incidental to the performance of such services. In either case, Seller will enter into a written agreement with such third party under which the third party agrees it will (i) maintain the confidentiality of the disclosed Personal Information; (ii) provide at least the same level of privacy protection as is required by the relevant Safe Harbor Principles (unless such third party has certified to the Safe Harbor, or is subject to the European Union Directive on Data Protection (Directive 95/46/EC) or another adequacy finding by the European Commission, in which case the third party is not required to make the representation contained in (ii)); (iii) not disclose the Personal Information to other third parties without the prior written agreement of Northrop Grumman; (iv) use the Personal Information only in connection with performing its obligations under its agreement with Seller; (v) disclose the Personal Information only to its own personnel who need the information to perform the obligations under the agreement with Seller, and who have been fully advised as to the confidentiality requirements set forth herein; (vi) promptly notify Seller of any Information Security Incident (as defined below); and (vii) return to Seller all copies of Personal Information Processed in connection with the relevant services for which the third party was retained or, upon Seller's written request (provided that Seller receives Northrop Grumman's prior written approval), securely destroy or, at the option of Northrop Grumman, render unreadable or undecipherable, all such Personal Information, including all hard-copy and electronic versions.

(h) Seller will develop, implement and maintain a comprehensive written information security program that complies with applicable Privacy Requirements. Seller's information security program will include appropriate administrative, technical, physical, organizational and operational measures designed to (i) ensure the security and confidentiality of Personal Information; (ii) protect against any anticipated threats or hazards to the security and integrity of Personal Information; and (iii) protect against accidental or unlawful destruction, loss or alteration, unauthorized disclosure or access, and any other unlawful forms of

Processing (hereinafter "Information Security Incident"). Seller's information security program will contain standards that are at least as stringent as those set forth in the Form C-137 relating to this Agreement. If the Processing involves the transmission of Personal Information over a network, Seller will implement appropriate measures to protect Personal Information against the specific risks presented by the Processing. Seller will immediately, but in no event later than 72 hours after Seller's discovery of the Information Security Incident, notify Northrop Grumman in writing of any Information Security Incident. Such notice will summarize in reasonable detail the effect on Northrop Grumman, if known, of the Information Security Incident and the corrective action taken or to be taken by Seller. Seller will promptly take all necessary and advisable corrective actions, and will cooperate fully with Northrop Grumman in all reasonable and lawful efforts to prevent, mitigate or rectify such Information Security Incident. The content of any filings, communications, notices, press releases or reports related to any Information Security Incident must be approved by Northrop Grumman prior to any publication or communication thereof.

(i) Seller will exercise the necessary and appropriate supervision over its relevant Personnel to maintain appropriate privacy, confidentiality and security of Personal Information. Seller will restrict access to Personal Information to those Personnel who need the information to perform obligations under Seller's agreement with Northrop Grumman and who have explicitly agreed to legally enforceable and sound confidentiality obligations. Seller will ensure that Personnel with access to Personal Information are periodically trained regarding privacy and security and the limitations on Processing of Personal Information as provided in this agreement.

(j) Seller will engage an independent third-party to conduct a security evaluation/certification of Seller's systems that host Personal Information. Seller will provide Northrop Grumman copies of the audit report(s). Northrop Grumman reserves the right to conduct site surveys of Seller's hosting site and review its physical and information security policies, practices, and procedures on an annual or biennial basis, in Northrop Grumman's reasonable discretion.

(k) Seller agrees that any Processing of Personal Information in violation of this agreement, Northrop Grumman's instructions or any applicable Privacy Requirement, or any Information Security Incident, may cause immediate and irreparable harm to Northrop Grumman for which money damages may not constitute an adequate remedy. Therefore, Seller agrees that Northrop Grumman may obtain specific performance and injunctive or other equitable relief for any such violation or incident, in addition to its remedies at law, without proof of actual damages.

(l) Seller will not transfer Personal Information outside the country to which it originally was delivered to Seller for Processing (or, if it was originally delivered to a location inside the European Union, outside the European Union) without the explicit written consent of Northrop Grumman.

(m) Seller will cooperate with Northrop Grumman if a data subject wants to access or amend Personal Information pertaining to him or her.

(n) Seller will immediately inform Northrop Grumman in writing of any requests, complaints or investigations regarding Seller's Processing of Personal Information. Seller will respond to such requests, complaints or investigations in accordance with Northrop Grumman's instructions and Seller will fully cooperate with Northrop Grumman in responding to any such request, complaint or investigation.

(o) Seller will enter into any further privacy or information security agreement requested by Northrop Grumman for purposes of compliance with applicable Privacy Requirements. In case of any conflict between this agreement and any such further privacy or information security agreement, such further agreement will prevail with regard to the Processing of Personal Information covered by it.

(p) Seller agrees, within 30 days of termination, cancellation, expiration, or other conclusion of this agreement, Seller shall return to Northrop Grumman all copies of Personal Information Processed in connection with this agreement, or, upon Northrop Grumman's written request or receipt of Northrop Grumman's written approval in response to Seller's request, to securely destroy or, at the option of Northrop Grumman, render unreadable or undecipherable, all such Personal Information, including all hard-copy and electronic versions. Seller will provide an appropriate Certificate of Return/Destruction at Northrop Grumman's request.

(q) Seller agrees to indemnify and hold harmless Northrop Grumman and its officers, employees, directors and agents from, and at Northrop Grumman's option defend against, any and all claims, losses, liabilities, costs and expenses, including without limitation third-party claims, reasonable attorneys' fees, consultants' fees and court costs (collectively, "Claims"), to the extent that such Claims arise from, or may be in any way attributable to (i) any violation of this agreement; (ii) the negligence, gross negligence, bad faith, or intentional or willful misconduct of Seller or its Personnel in connection with the obligations set forth in this agreement; (iii) Seller's use of any contractor providing services in connection with or relating to Seller's

performance under this agreement; or (iv) any Information Security Incident involving Personal Information in Seller's possession, custody or control, or for which Seller is otherwise responsible.

(r) Seller's obligations under this agreement will survive the termination of Seller's agreement to provide services to Northrop Grumman and the completion of all services subject thereto.

88. DATA BREACH NOTIFICATION.

Seller will promptly notify buyer of any actual or potential exposure or misappropriation of buyer data ("breach") that comes to seller's attention. Seller will cooperate with buyer and in investigating any such breach, at seller's expense. Seller will likewise cooperate with buyer and, as applicable, with law enforcement agencies in any effort to notify injured or potentially injured parties, and such cooperation will be at seller's expense, except to the extent that the breach was caused by buyer. The remedies and obligations set forth in this subsection are in addition to any others buyer may have, including, but not limited to, any requirements in the "Privacy, Confidentiality, and Security" provisions of this Agreement.

89. DATA CONTROL.

Seller will have policies and procedures in place to protect any data that buyer provides, including destruction methods employed and how audit and system log information is protected. Buyer may upon request, review seller's applicable policies and procedures.

90. - 96. RESERVED.

97. PRODUCT VULNERABILITIES.

Within 24 hours of confirming vulnerability in their product line, seller shall notify buyer and provide a corrective action plan to address the issue. This plan should include, but not be limited to: identification of the specific vulnerability; steps to isolate and prevent further occurrences; replacement of the defective product(s); enhanced quality control procedures