

NORTHROP GRUMMAN SYSTEMS CORPORATION

ADDENDUM TO USE WITH TERMS IN SUPPORT OF THE GLACIER BAY CRYOCOOLER PROGRAM

GENERAL TERMS AND CONDITIONS AND FLOWDOWN CLAUSES FOR THE PURCHASE OF NON-COMMERCIAL ITEMS AND SERVICES UNDER A U.S. GOVERNMENT CONTRACT (APPLICABLE TO FIXED PRICE, COST TYPE, AND TIME AND MATERIAL PURCHASE ORDERS)

All of the additional terms and conditions set forth below are incorporated in and made part of this Order. Any conflict between any of the conditions contained in this addendum and those appearing on Northrop Grumman Purchase Order Terms and Conditions shall be resolved in favor of the conditions in the addendum.

1. DEFINITIONS:

- (a) “Buyer” means Northrop Grumman Corporation.,
- (b) “Buyer’s Procurement Representative” means the agent of Buyer with the actual authority to make legally binding commitments on behalf of Buyer as designated on the Order.
- (c) “Cost or pricing data” means cost or pricing data as defined in FAR 2.101.
- (d) “DFARS” means the Defense Federal Acquisition Regulation Supplement.
- (e) “FAA AMS” means the Federal Aviation Administration’s Acquisition Management System.
- (f) “FAR” means the Federal Acquisition Regulation.
- (g) “Government” means an agency of the federal government of the United States, unless otherwise specified.
- (h) “Government Contract” means Buyer’s contract with the Government or Buyer’s contract with a higher-tier contractor with a contract where the funding originates with the Government.
- (i) “Item” means goods, parts, components, articles, or supplies, including, without limitation, those part numbers, model numbers, and/or descriptions set forth on the face of the Order, and shall also include computer software or hardware (including any software, firmware or other hardwired logic embedded within the hardware) delivered under the Order.
- (j) “NFS” means the National Aeronautics and Space Administration’s (NASA’s) supplement to the FAR.
- (k) “Order” means any purchase order or subcontract issued hereunder, including written change notices, supplements, amendments, and other written modifications thereto, together with any referenced certifications, certificates, exhibits, attachments, or other documents, and includes these General Terms and Conditions and the statement of work, if any.
- (l) “Party” or “Parties” means Buyer and Seller individually or collectively.
- (m) “Seller” means the legal entity performing work pursuant to an Order and, if the context requires, its employees, officers, agents, and others acting at its direction and control or under contract to it.
- (n) “Services” means any labor, performance of a duty, or effort supplied by Seller under an Order such as installation, manufacturing, design, engineering, repair, maintenance, technical, construction, consulting, professional, or other services, where the cost of such Services are separate from and not included in the price of the Item.

2. PURCHASE OF ITEMS AND SERVICES AND ORDER OF PRECEDENCE:

- (a) These terms and conditions shall govern the delivery of Items or performance of Services provided by Seller under an Order. All documents provided for under an Order shall be in English. Any additional or different terms and conditions contained in Seller’s order document, any prior quotation, or any acknowledgment of an Order (including, but not limited to, any shrink-wrap or click-through terms) that are not negotiated by the Parties and identified on the Order are explicitly rejected by Buyer without further notice of rejection and shall be of no effect nor under any circumstances binding upon Buyer. Each Party expressly represents that in accepting the Order it does not rely and has not relied upon any written or oral representation, warranty, or statement not set forth in the Order and that it will not have any right or remedy rising out of any representation, warranty, or other statement not expressly set out in the Order.

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(b) The headings and subheadings of Articles contained herein are used for convenience and ease of reference and do not limit the scope or intent of the Article. The terms and conditions of the Order shall be construed and interpreted as consistent whenever possible. Any conflicts in an Order shall be resolved by giving precedence in the following order: (i) these General Terms and Conditions (which are incorporated by reference in any Order issued hereunder); (ii) the Order document; (iii) the statement of work; (iv) any specifications, drawings, manuals, or other requirements attached hereto or incorporated herein by reference; and (v) any supplement terms, conditions, or provisions (such as an End User License Agreement) negotiated between the Parties and identified on the Order. In the event of a conflict in the Articles contained in Section 1 (Articles Applicable to All Orders) and applicable clauses contained in Section 2 (FAR, DFARS, and NFS Clauses), or Section 3 (FAA AMS Clauses), the applicable clauses in Section 2 (FAR, DFARS, and NFS Clauses), and Section 3 (FAA AMS Clauses) shall control to the extent necessary for Buyer to comply with Buyer's Government Contract.

3. ACCEPTANCE OF THE ORDER: Seller shall constitute acceptance of the Order solely by the execution of the acknowledge page of the Order and return to Buyer.

4. DELIVERY, TITLE, AND RISK OF LOSS:

(a) Items and Services shall be delivered or performed in accordance with the schedule, shipping instructions, and delivery location set forth in the Order. Delivery, title, and risk of loss shall be subject to FCA Seller's dock. , INCOTERMS 2020. Time is of the essence in the performance of the Order. Buyer reserves the right to refuse shipments made in advance of the schedule set forth in the Order and may return early delivery shipments at Seller's expense. Acceptance of early or late deliveries shall not be deemed a modification of Seller's obligation to make future deliveries in accordance with the delivery schedule set forth in the Order.

(b) When any delays in delivery occur or Seller anticipates difficulty in complying with the delivery date set forth on the Order, Seller shall immediately notify Buyer in writing. Such notice shall include a revised schedule and shall not constitute a waiver to Buyer's rights and remedies hereunder. Seller shall take all steps necessary to avoid or minimize delay. Except to the extent delay is caused by Buyer, all of the costs of delay and any additional effort shall be borne by Seller. Seller, at the request of Buyer, shall provide (i) a written explanation for the root cause of the delay, (ii) a corrective action plan to address the late deliveries, and (iii) assurances that Seller will make all future deliveries in accordance with the Order requirements and schedule. Such corrective action plan and assurances shall be satisfactory to Buyer as determined by Buyer in its sole discretion. If Buyer agrees to accept deliveries after the delivery date has passed, Buyer shall have the right to direct Seller to make shipments by the most expeditious means, and the total cost of such expedited shipment and handling shall be borne by Seller.

(c) Seller shall comply with Buyer's routing and shipping instructions. If Buyer's routing and shipping instructions are not attached to the Order or have not been previously received by Seller, Seller shall immediately request such instructions from Buyer.

(d) Unless otherwise specified in the Order, Seller shall be responsible for safe and adequate packing conforming to the requirements of carriers' tariffs or, in the absence of such requirements, conforming to the best commercial practices. All expendable packaging materials must be legally and economically disposable or recyclable. Wooden packaging from Seller must conform to International Standards for Phytosanitary Measures (ISPM 15) regarding the Regulation of Wood Packaging Material in International Trade (2019), as amended. Seller shall separately number all containers, packages, etc., showing the corresponding number on the invoice. An itemized packing slip bearing the Order number must be placed in each container. Unless set forth in the Order, Seller shall not charge extra for packaging or packing materials.

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5. LIQUIDATED DAMAGES

Unless prohibited by applicable law, Seller may be subjected to liquidated damages for late delivery of any or all of the first four (4) CCEs, three (3) TDUs, and one (1) RSA under the Order (the aforementioned Items shall collectively referred to as the "Subject Items"). Buyer shall only impose liquidated damages if: (i) liquidated damages are imposed on it by its customer; (ii) Seller is the sole cause of Buyer being subject to and paying liquidated damages; (iii) Seller is 30 calendar days or more late from the delivery dates set forth on the Order for any or all of the Subject Items; and (iv) such delay is not caused by Buyer or Buyer's customer. If all criteria are met, the amount of liquidated damages starting 30 calendar days from the scheduled delivery date will be in the amount of \$20,000.00 for each whole calendar week that a delivery is delayed beyond the delivery date set forth in the Order plus 30 days, up to a maximum of \$200,000.00 in total for all Subject Items. Seller shall pay any liquidated damages within (90) calendar days of Buyer's acceptance of the Subject Items. If the delivery delay was a result of any delay, action or inaction on the part of the Buyer or Buyer's customer, such as, supporting MIPs, or approving documentation, or providing parts approval, Seller shall notify Buyer in writing and Buyer shall provide contractual relief of the delivery dates.

6. QUALITY CONTROL AND NON-CONFORMANCE:

(a) Seller and its suppliers and subcontractors shall establish and maintain a quality management, inspection, safety, and counterfeit parts program and consistent with current industry standards (e.g., ISO9001, AS9100, AS9115, AS9120, AS5553, AS6496, AS6174, etc.). Seller shall permit Buyer to review procedures, practices, processes and related documents as reasonably necessary to determine such consistency. Seller shall have a continuing obligation to promptly notify Buyer of any violation or deviation from Seller's approved inspection/quality control system and to advise Buyer of the quantity and specific identity of any Items or Services provided to Buyer during the period of any such violation or deviation. If Seller learns of any violations of its obligations under this Quality Control and Non-Conformance Article, Seller shall promptly notify Buyer and rectify the non-compliance issues.

(b) Subject to applicable national security regulations, Seller shall provide Buyer, at Buyer's expense reasonable mutually agreed access, on a non-interference basis, to Seller's facilities including all lower-tier subcontractors' facilities used in performance of this Order, for inspection by Buyer and Buyer's representatives. Seller shall flow this requirement down to its sub tier supply chain suppliers and subcontractors as a condition of the Order. Seller shall, , provide all reasonable in-plant accommodations, facilities, and assistance reasonably necessary for inspection relating to the performance of this Order.

(c) An Order may include requirements for design, test, inspection, verification (including production process verification), use of statistical techniques for product acceptance, and related instructions for acceptance by Buyer, and as applicable, critical items including key characteristics and requirements for test specimens (e.g., production method, number, storage conditions) for design approval, inspection/verification, investigation or auditing. Seller shall properly test and inspect its Items in accordance with the Order requirements and applicable law. Buyer and Buyer's customer shall have the right, but not the obligation, to inspect and test material, work in process, services and supplies. Seller shall keep and maintain inspection, test, and related records, for a period of four (4) years following completion of the Order. Seller shall allow copies to be made and shall furnish deliverables required by the Order.

(d) If Seller delivers a non-conforming Item or Service, Buyer may, at its option and Seller's expense return the Item and require Seller to promptly correct or replace the Item or Service. Buyer shall specify in writing the reason for any rejection of a non-conforming Item or Service. If Buyer elects to return the non-conforming Item or Service, Seller shall provide

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disposition instructions regarding the non-conforming Item or Service, and if applicable, the date the non-conforming Item or Service will be repaired or replaced and returned to Buyer.

(e) Buyer's payment for any non-conforming Item or Service will not constitute final acceptance by Buyer, limit or impair Buyer's right to exercise any rights or remedies or relieve Seller of responsibility for the non-conforming Item or Service.

(f) Final acceptance by Buyer of the Items or Services provided hereunder shall take place only after complete delivery of each Item or Service in accordance with the delivery schedule specified in the Order, or later as agreed upon by the Parties in writing, and after final inspection of those Items or Services by Buyer and Buyer's customer, provided that acceptance shall be deemed to have occur no later than thirty (30) days from delivery of the Item.. Final acceptance by Buyer is final intentional misrepresentations by Seller that a nonconformity or defect would be or has been cured or did not exist. Final acceptance by Buyer of the Items or Services delivered hereunder shall not limit, void, or affect in any way the warranty or indemnity granted by Seller hereunder. Payment alone shall not constitute final acceptance of the Items or Services rendered. The requirements and obligations in this Quality Control and Non-Conformance Article are material terms of the Order.

7. COUNTERFEIT PARTS:

(a) For purpose of this Article, the following definitions apply:

(i) "Authorized Aftermarket Manufacturer" or "AAM" means an entity that fabricates a Part under a contract with, or with the express written authority of, the Original Manufacturer based on the Original Manufacturer's designs, formulas and/or specifications, usually due to the Original Manufacturer's decision to discontinue production.

(ii) "Authorized Distributor" or "AD" means a distributor authorized in writing by an Original Manufacturer to distribute product within the terms of a contractual agreement. The term Franchised Distributor is synonymous with AD.

(iii) "Authorized Reseller" means a reseller that purchases Parts either from the Original Manufacturer or their ADs within the terms of a contractual agreement and then sells the part to the end user. Some Parts an Authorized Reseller would handle include Commercial Off-The-Shelf (COTS) assemblies and commodities and Information Technology (IT) equipment, hardware, fasteners, and raw materials.

(iv) "Authorized Source" means an Original Manufacturer, AD, AAM, Authorized Reseller, or other supplier approved by Buyer in writing that obtains Parts exclusively from an Original Manufacturer, AD, or AAM

(v) "Contract Manufacturer" means a company that produces goods under contract for another company under the label or brand name of that company.

(vi) "Counterfeit Part" means (1) an unauthorized copy, imitation, substitute, or modified part, which is knowingly misrepresented as a specified genuine part of the original manufacturer, or (2) a previously used Electrical, Electronic, and Electromechanical Part which has been modified and is knowingly misrepresented as new without disclosure to Buyer that it has been previously used. Examples of a Counterfeit Part include, but are not limited to, the false identification of grade, serial number, date code, or performance characteristics. NOTE: This definition shall be read so as not to conflict with the definition for "counterfeit electronic part" cited in DFARS 252.246-7007, where that definition shall govern to the extent that clause applies.

(vii) "Electrical, Electronic, and Electromechanical Part" or "EEE Part" means a component designed and built to perform specific functions using electricity and is not subject to disassembly without destruction or impairment of design use. Examples of an electrical part include but are not limited to resistors, capacitors, inductors, transformers, and connectors.

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Examples of an electronic part include but are not limited to active devices, such as monolithic microcircuits, hybrid microcircuits, diodes, and transistors. An electromechanical part is a device that has electrical inputs with mechanical outputs, or mechanical inputs with electrical outputs, or combinations of each, including but not limited to motors, sync. Raw material is not a Part.

(vii) hros, servos, and relays. Although some electromechanical parts may typically be referred to as assemblies, for the purpose of these terms, they are considered to be electromechanical parts.

(viii) "Independent Distributor" means a distributor that purchases parts (typically from excess inventories) from an Original Manufacturer, Contract Manufacturer, or other distributor (authorized or independent) with the intention to resell them back into the market to other Original Manufacturers, Contract Manufacturers, or other distributors. Independent Distributors do not have contractual agreements with the Original Manufacturer.

(ix) "Original Component Manufacturer" or "OCM" means an entity that designs and/or engineers a Part and is entitled to any intellectual property rights to that Part. The Part and/or its packaging is typically identified with the OCM's trademark. OCMs may contract out manufacturing and/or distribution of their Part. Different OCMs may produce or supply Parts for the same application or to a common specification.

(x) "Original Equipment Manufacturer" or "OEM" means a company that manufactures and assembles Parts that it has designed from purchased materials/components and sells those Parts under the company's brand name.

(xi) "Original Manufacturer" means an OCM or OEM.

(xii) "Part" means broadly all parts, including EEE Parts, products, , chemicals, assemblies, subassemblies, hardware, and all other components or pieces of components that may go into an Item. A Part can also be an Item. Raw material is not a Part.

(b) Authorized Acquisitions.

(i) Seller shall purchase or acquire all Parts directly from Authorized Sources. SELLER SHALL NOT PURCHASE PARTS FROM OR USE INDEPENDENT DISTRIBUTORS TO SUPPLY PARTS WITHOUT THE PRIOR WRITTEN CONSENT OF BUYER.

(ii) Authorized Distributors shall only purchase EEE Parts directly from the Original Manufacturer. Buyer will not accept EEE Parts from other ADs or Independent Distributors without prior written authorization.

(iii) Contract Manufacturers and Authorized Resellers (including any Contract Manufacturer or Authorized Reseller providing Maintenance Repair and Overhaul (MRO) services) shall only purchase Parts from the Original Manufacturer or their ADs.

(c) Seller shall not furnish Counterfeit Parts or suspect Counterfeit Parts to Buyer under an Order. Seller shall provide to Buyer or use in Items delivered to Buyer only new and authentic Parts, traceable to the Original Manufacturer. For all purchases, Seller shall ensure the Part remains unchanged from the Part sold by or acquired from the Original Manufacturer and the certifications show the chain of custody from the Original Manufacturer. Upon request, Seller shall provide authenticity and traceability records to Buyer. Seller shall immediately notify Buyer in writing if Seller cannot provide a Part traceable to the Original Manufacturer.

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(d) If Seller becomes aware or suspects that it has furnished a Counterfeit Part to Buyer under the Order, Seller shall promptly notify Buyer of such no later than forty-eight (48) hours after discovery. Seller shall not invoice any Counterfeit Part or suspected Counterfeit Part. Any Counterfeit Part or suspected Counterfeit Part that has already been invoiced shall be deducted from the value of the Order. Buyer shall return the Counterfeit Part or suspected Counterfeit Part to Seller. If Buyer chooses to return the Item or Part to Seller for Seller to remove the Counterfeit Part or suspected Counterfeit Part, Buyer requires Seller provide a certification of destruction through an independent third party chosen by Buyer to prove Seller's destruction of the Counterfeit Part or suspected Counterfeit Part. Seller shall replace, at Seller's own expense, such Counterfeit Part with a Part from an Original Manufacturer or a Buyer-approved Part that conforms to the requirements of the Order. Seller shall include the substantive requirements of this Counterfeit Parts Article in all of its lower tier subcontracts.

8. INVOICING, PAYMENT, AND TAXES:

(a) Unless otherwise provided by Buyer on the face of the Order, terms of payment are net thirty (30) calendar days from Buyer's receipt of an accurate and approved invoice. For interim payments under a financing arrangement, except where Buyer or Buyer's customer requires an audit or other review of a specific payment request, payment terms are net thirty (30) from Buyer's receipt of an accurate and approved invoice. Seller shall notify Buyer in writing within thirty (30) calendar days of the occurrence of any alleged payment disputes. Buyer shall pay Seller the prices set forth on the Order for Items delivered and finally accepted or Services rendered and finally accepted, less any deductions provided in the Order. All payments shall be made in U.S. Dollars with no adjustments for currency exchange rates. The Parties shall consider the invoices paid on the date the check is postmarked and mailed to Seller. For invoices subject to a prompt payment discount, the discount period will be computed from the date of receipt of a correct invoice to the date Buyer issues a check.

(b) Seller shall issue a separate invoice in English for each shipment or each billing period. There shall not be a lapse of more than thirty (30) calendar days between performance and submission of an invoice. Seller shall not backdate any invoices. Unless otherwise instructed by Buyer, each invoice shall include: (i) Buyer Order number and line number; (ii) Buyer line description (as referenced on the Order); (iii) the unit price and total price; (iv) Seller's invoice number and date; (v) the payment terms; and (vi) a description of the work performed. Upon Buyer's request, Seller shall provide a reconciliation of all invoices submitted to Buyer.

(c) Each payment made shall be subject to a reduction for any amounts found by Buyer, Buyer's customer, or Seller not to have been properly payable, including any overpayments. Seller shall promptly notify Buyer of any overpayments and remit the overpayment amount to Buyer along with a description of the overpayment.

(d) Unless otherwise approved by Buyer in writing, the prices for the Items and Services in the Order include and Seller shall be responsible for the payment of any of its applicable federal, state, and local taxes, duties, tariffs, or other similar fees (collectively "taxes") imposed by any government, unless Seller obtains an applicable exemption. Seller represents that the price does not include any taxes, impositions, charges, or exactions for which it is eligible to obtain or has obtained a valid exemption certificate or other evidence of exemption. Any taxes in the Order shall be itemized separately on Seller's invoice.

(e) No subcontract placed under the Order by Seller shall provide for payment on a cost-plus-a-percentage-of-cost basis. Any fee payable under a cost-reimbursement subcontract shall not exceed the fee limitations in paragraph 48 C.F.R. §15.404-4(c)(4)(i).

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(f) If Seller, its subcontractor, or prospective subcontractor at any tier fails to (i) submit and/or certify accurate, complete, and current cost or pricing data, when required by the US Government customer of the Seller, its subcontractor, or prospective subcontractor (ii) or when required by the US Government customer of the Seller, its subcontractor, or prospective subcontractor, claims an exception to a requirement to submit cost or pricing data and such exception is invalid, or (iii) violates any applicable laws rules, regulations, ordinances, or the Order, and, as a result of that failure, (1) Buyer's customer reduces Buyer's contract price or fee, (2) Buyer's costs are determined to be unallowable, (3) any fines, penalties, withholdings, or interest are assessed on Buyer, or (4) Buyer incurs any other costs or damages, then Buyer may make a reduction of the corresponding amounts (in whole or in part) plus any other costs incurred including attorneys fees in either the price of the Order or any other contract with Seller, or recover from Seller an amount equal to the reduction plus any other costs incurred including attorney's fees. Additionally, upon occurrence of any of the circumstances above, Seller shall be liable and shall pay Buyer at the time any overpayment is repaid: (A) simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to Seller to the date Buyer is repaid by Seller at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. § 6621(a)(2); and (B) if Seller knowingly submitted cost or pricing data which were incomplete, inaccurate, or non-current, a penalty equal to the amount of the overpayment.

(g) FOR COST TYPE AND TIME AND MATERIAL ORDERS ONLY: Buyer shall not be obligated to pay Seller for amounts in excess of the funded value of the Order as set forth on the face of the Order or any duly authorized modifications ("Funded Value"). If at any time Seller has reason to believe that the costs that will accrue in performing the Order in the next succeeding sixty (60) calendar days, if added to all other costs previously accrued, will exceed seventy-five percent (75%) of the Funded Value, Seller shall immediately notify Buyer to that effect and shall provide a current estimate for completion. If the estimate for completion is greater than the Funded Value, then such notification also shall contain the costs to date, estimated costs to completion, and total costs, together with supporting reasons and documentation. Seller is not obligated to continue performance in excess of the funded value and is not authorized to incur costs in excess of the Funded Value until Buyer notifies Seller in writing that the Funded Value has been increased. If, after Seller's notification, additional funds are not allotted to the Funded Value within sixty (60) calendar days, Buyer may terminate the Order in accordance with the Termination for Convenience Article.

9. CHANGES:

(a) Buyer may, at any time and without notice to third parties, unilaterally direct changes in writing for: (i) drawings, designs, or specifications when the *supplies* to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications; (ii) method of shipment or packing; (iii) place of delivery, inspection or acceptance; (iv) the statement of work; and (vi) any property, facilities, equipment, or materials to be provided by Buyer under the Order. During performance of the Order, Seller shall not make any changes in the Services to be performed or in the design or manufacturing of Items to be furnished by Seller under the Order, including any changes to the process, manufacturing location, or use of suppliers and subcontractors, without advance notification to and written approval of the Buyer's Procurement Representative. Only the Buyer's Procurement Representative has authority on behalf of Buyer to make changes to the Order, which shall be in writing. Items or Services that change without prior notification and consent shall be deemed nonconforming Items or Services under the Order. The issuance of information, advice, approvals, or instructions by Buyer's technical personnel shall be deemed expressions of personal opinion only and shall not affect the Parties' rights and obligations hereunder, unless the change expressly states that it constitutes an amendment to the Order and is signed in writing by the Buyer's Procurement Representative. If Seller considers that Buyer's conduct

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constitutes a change, Seller shall notify Buyer immediately in writing as to the nature of such conduct and its effect upon Seller's performance.

(b) If any written change causes an increase or decrease in the estimated costs or the time required for performance of the Order, Seller shall promptly notify the Buyer's Procurement Representative and assert its claim for equitable adjustment in writing within thirty (30) calendar days after the written change is ordered or within such extension as Buyer may grant in writing. Buyer may, in its sole discretion, consider any such claim regardless of when asserted, except that no claim for equitable adjustment shall be allowed after final payment. Nothing in this clause shall be deemed to constitute acceptance by Buyer of the validity of Seller's claim or any part thereof. Once asserted, an equitable adjustment to the Order price and/or delivery schedule may be made and the Parties may modify the Order in writing accordingly. If the Parties are unable to agree upon an equitable adjustment, the matter will be resolved in accordance with the Governing Law and Disputes Article. Nothing contained herein, including failure of the Parties to agree upon any equitable adjustment, shall excuse Seller from proceeding without delay with the Order as changed by Buyer's written direction. In no event shall Seller acquire any direct claim or cause of action against the Government.

10. WARRANTY:

(a) Seller represents and warrants that the Items and Services provided hereunder: (i) shall conform to the requirements of the Order, the applicable specifications, and, to the extent not inconsistent therewith, Seller's documentation; ; (ii) shall be free from security interests, liens, or encumbrances and of good title; (iii) to the best of its knowledge, will not infringe or otherwise violate the intellectual property rights of any third party, and (iv) are and when delivered to Buyer shall be free from viruses, spyware, and other similar harmful and destructive code designed to damage, destroy, reveal, or alter any software, hardware, or data, permit unauthorized access to any software or hardware, or disable any program automatically. Seller represents and warrants that for a period of twelve (12) months or if cryocooler is part of a payload to be launched into space, intentional ignition of launch vehicle; whichever comes first, after final acceptance the Items furnished hereunder shall be free from defects in material and workmanship. Seller represents and warrants. Seller or any of its officers or directors are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and it will perform all Services in a professional and competent manner using properly qualified and trained personnel with the degree of skill and judgment normally exercised by recognized professionals delivering or performing the same or similar services.

(b) Any Items or Services corrected or replaced pursuant to this Warranty Article shall be subject to all provisions of this Warranty Article for the remaining period of the original warranty. Seller's sole and exclusive obligation in respect to any Product which fails to conform to the foregoing warranty shall be, at Seller's sole discretion, to repair, replace or refund the price of such Product to Buyer within a reasonable period, provided that Seller receives written notice of the nonconformance or defect during the period of the warranty and the nonconforming or defective Product is returned to Seller's plant in Redondo Beach, California or to such location as Seller may designate at Buyer's expense. Seller shall have no other liability whatsoever with respect to any nonconforming or defective Product. Buyer shall provide returned Products to Seller in such a state that Seller may inspect the Product immediately upon Seller's receipt of the Product. Seller will pay all freight and insurance costs of the return shipment of the repaired or replacement Products. All nonconforming or defective Products which are replaced by Seller as provided herein shall become the property of Seller when the replacement occurs. This warranty is void where a nonconformance or defect was caused by catastrophe, or the fault or negligence, misuse, abuse or accident of Buyer or other end-users.

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(c) The warranties set forth herein shall survive inspection, test, final acceptance, and payment of Items and Services. The approval by Buyer of Seller's design or material used or Buyer's inspection of same shall not relieve Seller from any obligations under the warranties set forth in the Order. The warranties set forth in the Order shall run to Buyer, Buyer's customers, and shall not be deemed to be the exclusive rights of Buyer but shall be in addition to other rights of Buyer under law, equity, or the terms of the Order.

(d) THE WARRANTIES CONTAINED HEREIN ARE EXCLUSIVE AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND IMPLIED WARRANTIES ARISING OUT OF TRADE USAGE OR COURSE OF DEALING

"Intentional ignition" means controlled ignition of any of the first stage engines of the Launch Vehicle that has been integrated with the Spacecraft, provided that such intentional ignition has been followed by lift-off.

"Launch Vehicle" means the vehicle by which a Spacecraft is launched into space.

11. END OF LIFE AND SUPPORT:

(a) Seller shall notify Buyer in writing if any Items or any parts, subcomponents, components, assemblies, or subassemblies in the Items delivered hereunder, including those supplied by Seller's lower-tiered subcontractors, are or are expected to be going out of production or will no longer be commercially available. Such notice shall: (i) be provided to Buyer at least twelve (12) months prior to the anticipated date of discontinuance or unavailability, or if twelve (12) months' notice is not reasonable given the circumstances, as soon as practically possible; and (ii) specifically identify the name and address of the supplier and the part by name, part number, function, and the location in the Item delivered.

12. (b) Seller shall support the Items purchased hereunder during the operational life of the Items or for a period of one (1) year from the date of final shipment under the Order and expiration of any warranty period. **SUSPENSION OF WORK:** Buyer shall have the right to direct Seller in writing to suspend all or any part of the work for a period of time not to exceed sixty (60) calendar days, and for any further period as the Parties may agree or as extended by Buyer's customer. Upon receipt of the written stop work notice, Seller shall immediately comply with the terms of the notice and shall take all reasonable measures to mitigate the costs allocable to the suspended portion of the work. At the end of the suspension period, Buyer shall either (i) cancel the suspension, or (ii) terminate the work covered by the suspension as provided for in the Termination for Convenience Article of the Order; provided that a suspension may only be canceled or work terminated by written notice from the Buyer's Procurement Representative, regardless of the expiration of the suspension period. If Buyer cancels the suspension or fails to cancel within the sixty (60) suspension period, Seller shall immediately commence performance, notwithstanding the fact that there is no agreement as to a revised schedule or the cost of completing the Order. If work is suspended, an equitable adjustment may be requested in accordance with the provisions of Article 8(c) (Changes) for any increase in the time and the cost of performing the Order necessarily caused by such suspension and the Order shall be modified in writing accordingly. For cost type Orders, Seller shall request the equitable adjustment prior to the incurrence of any costs in excess of the Funded Value. Nothing in the clause shall excuse Seller from diligently continuing with performance of work not suspended.

13. **FORCE MAJEURE:** If either Party cannot perform, in whole or in part, any of its obligations under the Order because of any act of God, act of any government, government delay, court order, public enemy, fire, flood, pandemic, epidemic, strike, freight embargo, industrial disturbance, or any other cause beyond the Party's reasonable control, and provided

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further that the Party could not have mitigated, avoided, or prevented the cause or delay through the exercise of reasonable care and precautions (a "Force Majeure Event"), then the non-performing Party will (i) promptly notify the other Party in writing, (ii) take commercially reasonable steps to resume performance as soon as possible, and (iii) not be considered in breach during the duration of and to the extent its performance is prevented by the Force Majeure Event. In the event a Force Majeure Event continues for a period of fifteen (15) calendar days or threatens Buyer's delivery commitments under its Government Contract, Buyer may terminate for convenience such part of the Order remaining to be performed by providing written notice to Seller pursuant to Section 18 of this Agreement.

14. FURNISHED PROPERTY:

(a) Buyer may provide drawings, tools, dies, fixtures, materials, and other property owned by Buyer or Buyer's customer ("Furnished Property") solely for Seller to use in the performance of the Order. All rights, title, and interest in the Furnished Property shall remain with Buyer or Buyer's customer. Seller shall clearly mark, maintain an inventory and keep segregated or identifiable all of the Furnished Property. Seller shall manage, maintain, and preserve the Furnished Property in accordance with good commercial practice, and upon Buyer's reasonable request, provide Buyer written records of Seller's management, maintenance, and preservation of the Furnished Property, including any inventory lists. Furnished Property shall be promptly returned to Buyer on request or upon completion or termination of the Order. The Seller shall not be liable for loss of Furnished Property under the Order, except when damage or loss of Furnished property is the result of willful misconduct or lack of good faith on the part of the Seller's personnel. Upon request, Seller shall promptly provide Buyer with adequate proof of insurance against such risk of loss. Seller shall promptly notify Buyer of any loss or damage to the Furnished Property.

(b) With respect to Government Furnished Property or property under the Order to which the Government may take title: (i) FAR 52.245-1 shall apply and is incorporated by reference; and (ii) Seller shall provide to Buyer immediate notice of any disapproval, withdrawal of approval, or nonacceptance by the Government of Seller's property control system. Seller shall include this Furnished Property Article in all of its lower tier subcontracts and notify Buyer and obtain approval prior to passing Furnished Property to any lower tier subcontractor.

15. SELLER OPERATING AT BUYER FACILITY:

(a) Seller's employees, agents, and contractors (collectively, "personnel") may be granted access to Buyer facilities, subject to compliance with Buyer's standard administrative and security requirements and policies provided to Seller. Seller acknowledges and agrees Seller's personnel with access to Buyer's facilities can be removed and/or barred from entry at Buyer's sole discretion. Upon Buyer's direction, Seller shall remove such personnel and promptly provide a qualified replacement. Seller agrees to use its best efforts to ensure continuity of performance under the Order.

(b) Subject to applicable laws, if Seller's personnel are to be onsite at any of Buyer's facilities, Buyer shall have the right to require Seller's personnel to submit to Buyer's standard drug test and/or background check or equivalent standards prior to performing any Services. Prior to access being granted to Seller's personnel, Seller shall certify that such screening was accomplished.

16. RIGHTS IN DATA AND INVENTIONS:

(a) The following terms shall have the meanings set forth below:

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All of the additional terms and conditions set forth below are incorporated in and made part of this Order. Any conflict between any of the conditions contained in this addendum and those appearing on Northrop Grumman Purchase Order Terms and Conditions shall be resolved in favor of the conditions in the addendum.

- (i) "Intellectual Property" or "IP" means inventions, discoveries and improvements, know-how, works of authorship, technical and other data, drawings, specifications, process information, reports and documented information, and computer software.
- (ii) "Background IP" means Intellectual Property that is (i) in existence prior to the effective date of the Order or (ii) is conceived, created, acquired, designed, developed, or licensed from a third party after the effective date of the Order independently of both (1) the work undertaken under or in connection with the Order and (2) the proprietary information and IP of the other party to the Order.
- (iii) "Foreground IP" means Intellectual Property conceived, created, acquired, developed, derived from, or based on development performed under the Order or first actually reduced to practice by a Party in connection with the Order.
- (b) Buyer shall retain ownership of all Intellectual Property and other information supplied by Buyer hereunder ("Buyer-Owned IP"). Seller shall treat as proprietary and confidential all Buyer-Owned IP, except for any such information provided by the Government or to which the Government has other than unlimited rights, in which case Seller shall use and disclose the information in accordance with applicable provisions and/or restrictive markings concerning Seller's use and disclosure of such information. Buyer grants to Seller a non-exclusive, non-transferable (except as expressly provided herein), royalty-free right during the term of the Order to use, reproduce, modify, practice, and prepare derivative works of any Buyer-Owned IP solely as necessary for Seller to perform its obligations under the Order. Seller shall not, without Buyer's prior written consent, use Buyer-Owned IP or any derivative works of any of the Buyer-Owned IP in any manner not authorized under the Order, including, but not limited to, developing, manufacturing, offering for sale or selling any item or service which utilizes or is enabled by Buyer-Owned IP. On Buyer's request or upon completion or termination of the Order for any reason, Seller shall promptly return or destroy, at Buyer's option, all Buyer-Owned IP and all copies. If Seller destroys the Buyer-Owned IP, Seller shall provide Buyer a certificate of destruction. In the event of a conflict between the terms of this paragraph (b) and the terms and conditions of any separately executed and applicable Non-Disclosure Agreement ("NDA") between Buyer and Seller, the terms and conditions of the NDA shall control.
- (c) To the extent the Items and Services delivered hereunder will be used for Buyer to perform its contractual obligations under its Government Contract, Seller grants to Buyer a limited, nonexclusive, irrevocable (except in the case of breach), worldwide, fully paid license to use all IP provided by Seller hereunder solely for the purpose of performing under the Government Contract (to which this Agreement relates); provided that except for any applicable government data rights, such IP will not, without Seller's prior written consent, be disclosed or supplied on a non-confidential basis, in whole or in part to any third party, or used in whole or in part for design, manufacture, re-procurement or any other purpose whatsoever. Moreover, Buyer shall not use the preceding license to compete with Seller, nor authorize others to do so. Seller shall assert all required data rights and markings on any IP delivered, in whole or in part, in accordance with the clauses set forth in Section 2 (FAR, DFARS, and NFS Clauses) and Section 3 (FAA AMS Clauses) herein.
- (d) Reserved.
- (e) Reserved.
- (f) Seller shall retain exclusive ownership of all Seller Background IP and of any Foreground IP (collectively, "Seller-Owned IP"). If Seller includes any Seller-Owned IP in any Foreground IP or Item provided to Buyer or any Seller-Owned IP is required to fully exploit such Foreground IP or Item, Seller grants to Buyer an nonexclusive, irrevocable (except in the case of breach), paid-up, royalty-free worldwide right to sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works of any and all Seller-Owned IP incorporated into

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the Foreground IP or Item or otherwise delivered to Buyer in connection with the Order solely to the extent required for Buyer to perform the Prime Contract (to which this Agreement relates). Moreover, Buyer shall not use the preceding license to compete with Seller, nor authorize others to do so. The foregoing, however, shall not include the right for Buyer to separate the Seller-Owned IP from the Foreground IP or Item and separately exploit or use the Seller-Owned IP. For Orders that include the delivery of software, the permitted use and license grant of any software shall be extended to Buyer's affiliates and subsidiaries and Buyer's contractors and outsourcers performing services for or on behalf of Buyer.

Nothing in this Rights in Data and Inventions Article shall modify or alter any rights that the Government may have in any Items or Services, including technical data or computer software deliverables to the Government. Applicable government procurement regulations incorporated into the Order relating to subcontractors rights in IP are not intended to, and shall not, unless otherwise required by applicable law, obviate or modify any greater rights which Seller may have previously granted to Buyer pursuant to prior agreements between the Parties.

17. THIRD PARTY AND OPEN-SOURCE SOFTWARE:

(a) This Third-Party Software Article only applies to Items and Services that include the delivery of software. As used herein, "Open Source Software" means any software, programming, or other intellectual property that is subject to (i) the General Public License ("GPL"), Lesser/Library GPL, (LGPL), the Affero GPL (AGL), the Apache license, the Berkeley Software Distribution ("BSD") license, the MIT license, the Artistic License (e.g., PERL), the Mozilla Public License (MPL), or any similar license, including, but not limited to, those licenses listed at <http://www.opensource.org/licenses> or (ii) any agreement with terms requiring any intellectual property owned or licensed by Buyer to be (1) disclosed or distributed in source code or object code form, (2) licensed for the purpose of marking derivative works, or (3) redistributable.

(b) In the event Seller provides any third party software, including Open Source Software, to Buyer in connection with the Order ("Third Party Software"), the following shall apply: (i) Seller shall specifically identify in writing to the Buyer's Procurement Representative all Third Party Software and submit written copies of all third party license agreements applicable to Buyer; and (ii) Seller warrants that (1) it has the right to license any Third Party Software licensed to Buyer under the Order, (2) to the best of Seller's knowledge, the Third Party Software does not, and the use of the Third Party Software by Buyer as contemplated by the Order will not, infringe any intellectual property rights of any third party, and (3) unless specifically provided otherwise herein, Buyer shall have no obligation to pay any third party any fees, royalties, or other payments for Buyer's use of any Third Party Software.

(c) Seller shall obtain the Buyer's Procurement Representative's prior written consent, which may be withheld in Buyer's sole discretion, before using or delivering any Open Source Software in connection with the Order. All Open Source Software provided by Seller to Buyer shall be considered, as appropriate, part of and included in the definition of "Seller-Owned IP" and subject to all warranties, indemnities, and other requirements of the Order, including scope of license and maintenance and support, relating to the Seller-Owned IP. Seller represents and warrants all Open Source Software used or delivered in connection with the Order: (i) does not require any software to be published, accessed or otherwise made available without the consent of Buyer; or (ii) does not require distribution, copying or modification of any software free of charge.

18. INSURANCE:

(a) Minimum Insurance. Seller shall maintain, at its expense, on an occurrence basis (except as noted below), at all times during the term of the Order and for three (3) years following completion of all work performed under the Order, whichever

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is later, the insurance coverage listed below with insurance companies eligible to do business in the jurisdiction in which work is performed and maintaining an AM Best's or S&P rating of A- VIII or better. The required insurance shall include limits of not less than the minimum limits of liability specified below, policy limits, or limits required by law, whichever are greater. Limits of insurance required herein may be satisfied with any combination of primary and excess insurance. Additionally, Seller shall cause its subcontractors performing work under the Order to maintain insurance as per the insurance requirements herein or Seller shall insure such subcontractors. Such insurance shall include:

(i) Commercial General Liability (CGL) Insurance: Coverage shall be on an occurrence form (ISO CG 00 01 or equivalent) with limits not less than \$1,000,000 per occurrence, \$2,000,000 General Aggregate, \$2,000,000 Products/Completed Operations aggregate, and \$1,000,000 Personal Injury (unless higher limits are required by statute or law) for bodily injury, death, and property, including personal injury, contractual liability for liability assumed under an insured contract, including the tort liability of another assumed in a business contract, independent contractors, broad-form property damage, personal and advertising injury, and products and completed operations coverage. If Seller will be providing any food-related services or products, then such policy shall not contain an exclusion for fungi, mold, and/or bacteria in food products intended for consumption;

(ii) Commercial Automobile Liability (CAL) Insurance: Should the performance of the Order involve the use of automobiles including instances when Seller will be using an automobile onsite at a Buyer facility, Seller shall provide CAL insurance insuring the ownership, operation, and maintenance of all motor vehicles used in the performance of work under the Order. Seller shall maintain limits of at least \$1,000,000 combined single limit per accident for bodily injury and property damage. If Seller's work involves the delivering, hauling, or transportation of goods, such policy shall include the Motor Carrier Act endorsement (MCS-90) and ISO Pollution Liability Broadened Coverage for covered auto endorsement (CA 99 48) or equivalent form or such transportation of hazardous materials coverage may be covered under an Environmental Liability policy. Such policy shall include coverage for contractual liability, including but not limited to, liability assumed under an insured contract and the tort liability of another assumed in a business contract;

(iii) Workers' Compensation (WC) Insurance: Such insurance shall provide coverage as prescribed by the law(s) of the jurisdiction(s) in which the Services under the Order will be performed, in amounts not less than the statutory requirements in the state where the Services are performed even if such coverage is elective in that state, including occupational disease coverage, and if applicable, Foreign Voluntary Workers' Compensation coverage if employees will be temporarily working outside of the United States. If Services are to be performed in monopolistic states (including North Dakota, Ohio, Washington and/or Wyoming), Seller will participate in the appropriate state fund(s) to cover all eligible employees. To the extent that any Services to be performed are subject to the Jones Act, the Longshore and Harbor Workers' Compensation Act, the Outer Continental Shelf Lands Act, the Federal Employer's Liability Act, and/or the Defense Base Act, the Workers' Compensation policy must be endorsed to cover such liability under such Acts with the greater of statutory limits or a limit of at least \$1,000,000. Should Buyer lease or borrow any of Seller's employees to perform Services under the Order, such policy shall include ISO Alternate Employer endorsement WC 00 03 01 A or an endorsement providing equivalent coverage, including Buyer as an alternate employer with respect to Services performed by Seller's employees under the Order;

(iv) Employers' Liability (EL) Insurance: Such insurance shall provide limits of not less than \$1,000,000 each accident/disease. In states where Workers' Compensation insurance is a monopolistic state-run system (e.g., Ohio, Washington, North Dakota, and Wyoming), Seller shall add Stop Gap Employers Liability with limits not less than \$1,000,000 for each accident or disease.

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(v) **Excess and/or Umbrella Liability Insurance:** Coverage must be on an occurrence form excess of Seller's required underlying policies, including CGL, CAL, and EL, and meeting the above stated requirements for each coverage, with limits of not less than \$2,000,000 per occurrence, in excess of the limits stated in (i), (ii), and (iv) above; and

(b) Reserved.

(c) Waiver of Subrogation. To the fullest extent allowed by law, Seller shall waive and shall require its insurers to endorse all required insurance policies to waive any right of recovery under subrogation or otherwise in favor of Northrop Grumman, its subsidiaries, successors, assigns, and affiliates as their interests may appear, and each of their respective directors, officers, customers, agents, and employees for losses arising from Seller's Services under this Order.

(d) Additional Insured. Seller shall include Northrop Grumman, its subsidiaries, successors, assigns, and affiliates as their interests may appear, and each of their respective directors, officers, customers, employees, and agents as Additional Insureds on a primary and non-contributory basis under each of Seller's policies with respect to Seller's Services, operations, and completed operations, including claims caused, in whole or in part, by Seller's Services or operations. Seller's CGL Additional Insured endorsements providing coverage under the Order shall be at least as broad as ISO CG 20 10 (for ongoing operations) and CG 20 37 (for products/completed operations) or equivalent forms. For policies where additional insured coverage is required, policies shall include severability of interest/separation of insureds provisions and shall not contain any cross-suit liability exclusions.

(e) Certificate of Insurance. Seller shall provide to Buyer, within fifteen (15) calendar days of Buyer's issuance of an Order and prior to the start of any work, a Certificate of Insurance (COI) evidencing the coverages, limits, , notice of cancellation, and provisions specified in this Article and thereafter upon the renewal of any of the policies The COIs are to be completed and signed by a person authorized by the insurer or Seller to bind coverage on the insurer's or Seller's behalf and must name Buyer as the certificate holder. Seller shall also provide Buyer such copies of COIs within ten (10) business days of policy expiration/renewal and upon Buyer's written request.

19. TERMINATION FOR CONVENIENCE:

(a) Fixed Price Orders.

(i) At any time, Buyer may in its sole discretion and by written notice, direct Seller to terminate work under the Order, in whole or in part. In such event, both Parties shall have all rights and obligations accruing to it either at law or in equity, including Buyer's right to title and possession of any of the Items and Services paid for by Buyer. Upon notice of termination, Buyer may take immediate possession of all work so performed.

(ii) Upon notice of termination, Seller shall immediately stop work and limit costs incurred on the terminated work. In the event Buyer partially terminates the Order, Seller shall continue the performance of the Order to the extent not canceled.

(iii) Upon notice of termination for convenience, Seller shall submit a settlement proposal to Buyer within sixty (60) calendar days (unless otherwise extended in writing) with full supporting documentation for all costs claimed. Buyer, after deducting any amounts previously paid, shall negotiate with Seller, reasonable, price of the work. The total amount to be paid by Buyer for the work shall be determined by Buyer and shall not exceed the value of the Order. Payment for completed Items delivered and accepted by Buyer shall be at the price set forth in the Order.

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(b) Cost Type Orders. Buyer may terminate the Order in accordance with FAR 52.249-6, Termination (Cost-Reimbursement), substituting the language in accordance with the information listed in Section 2 (FAR, DFARS, and NSF Clauses). Within sixty (60) calendar days of receiving such termination notice, Seller shall submit its settlement proposal to the Buyer's Procurement Representative with full supporting documentation for all costs claimed. As required by Buyer or Buyer's customer, audits and examinations of records for such settlement proposal may be performed by Buyer, Buyer's customer, or an independent certified public accounting firm, mutually acceptable to the Parties. Seller agrees to fully cooperate with any such audit.

20. TERMINATION FOR DEFAULT:

(a) Buyer may terminate the Order for default, in whole or in part, by written notice to Seller if: (i) Seller fails to make delivery of the Items or perform the Services within the time specified in the Order; (ii) Seller fails to perform any of the other obligations of the Order, or fails to make progress, so as to endanger performance of the Order; or (iii) it is found that gratuities (in the form of entertainment, gifts, travel or anything of value) or kickbacks were offered or given by Seller, or by any agent or representative of Seller, to any employee or agent of Buyer.

(b) Reserved.

(c) After receipt of notice of termination for default, Seller shall stop work under the Order on the date and to the extent specified in the notice of termination for default.

(d) Subject to payment by Buyer and any non-disclosure obligations, Buyer may require Seller to transfer title and deliver to Buyer, in the manner and to the extent directed by Buyer, any partially completed Items and any raw material, parts, Tools, dies, jigs, fixtures, Services, and information ("Materials") as Seller has produced or acquired for the performance of the Order. Seller further agrees to protect and preserve property in the possession of Seller in which Buyer has an interest. Except for situations where Seller is in violation of the U.S. Foreign Corrupt Practices Act as referenced in Article 27(f) (Foreign Corrupt Practices Act): (i) payment for completed Items delivered and accepted by Buyer shall be at the Order price; and (ii) payment for unfinished Items or Services, which have been delivered and accepted by Buyer and for the protection and preservation of property, shall be at a price determined in the same manner as provided in the Termination for Convenience Article, except that Seller shall not be entitled to profit.

(e) If Seller is terminated for default pursuant to this clause, Seller shall be liable to Buyer for any excess repurchase costs incurred in acquiring goods and/or services similar to those terminated for default, as finally determined by a court of competent jurisdiction.

21. RESERVED:

22. INDEMNIFICATION FOR THIRD PARTY CLAIMS:

(a) Seller shall defend, indemnify, and hold harmless Buyer, its officers, directors, customers, agents, employees, successors, and assigns against third party claims, actions, awards, liabilities, damages, losses, and expenses, including attorneys' fees, expert fees, and court costs, arising out of or relating to: (i) death, personal injury, destruction, or damage to real or tangible personal property, contamination of the environment, and any associated clean-up costs caused by Seller or Seller's agents, subcontractors, employees, or anyone acting on behalf of Seller; ; (ii) any negligent act, omission, or willful misconduct of Seller or any of Seller's agents, s, employees, or anyone acting on behalf of Seller; (iii) the violation by Seller or Seller's personnel of any applicable federal, state, or local law, including but not limited to export control, hazardous substance, toxic substance, and hazardous conditions laws; and (iv) any employment-related claims, including

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those arising from Worker's Compensation or Occupational Disease law, brought by Seller's personnel against any indemnified party of Buyer.

(b) Except to the extent that the U.S. government assumes liability therefor, Seller shall, at Seller's expense, defend, indemnify, and hold harmless Buyer, its officers, directors, customers, agents, employees, successors, and assigns from all claims, actions, awards (including, but not limited to, awards based on infringement of patents known at the time of such infringement, exceeding actual damages and/or including attorneys' fees and/or costs), liabilities, damages, losses, and expenses, including attorneys' fees, expert fees, and court costs, arising out of or relating to the actual or alleged infringement or misappropriation of a third party's United States: patent, copyright, trademark, trade secret, or other intellectual property right. Seller's infringement indemnification obligation does not apply to the extent the infringement claim arises from Seller's adherence to Buyer's written instructions or direction which involves the use of other than items or merchandise of Seller's origin, design, or selection or where Seller's Item has been modified by anyone other than Seller and the infringement or claim of infringement arises as a result of such modification. Buyer shall defend and indemnify Seller commensurate with Seller's obligations herein for infringement claim arising from Seller's adherence to Buyer's written instructions. Seller's infringement indemnification obligation shall be excluded from any limitation of liability.

(c) If the Items or Services become or are likely to become the subject of an infringement claim, then, in addition to defending the claim and paying any damages and attorneys fees as required above, Seller shall, at its option and expense, either: (i) promptly replace or modify the Items or Services, without loss of material functionality or performance, to make it non-infringing; or (ii) promptly procure for Buyer the right to continue using the Items or Services pursuant to the Order. If after using commercially reasonable efforts Seller fails to provide one of the foregoing remedies within forty-five (45) calendar days of notice of the claim, Buyer shall have the right to terminate the Order with no further liability to Seller, and Seller shall refund to Buyer all amounts paid for the infringing Items or Services.

(d) Buyer shall provide Seller with prompt written notice of any indemnified claim, permit Seller to control the defense and settlement of such claim, and reasonably cooperate and assist Seller in connection with the defense and settlement of such claim. . Seller shall provide Buyer with regular updates as to the status of the defense and settlement, including copies of documents and materials associated with the defense and settlement. In the event the Seller fails to defend and indemnify Buyer as provided herein, Seller agrees to pay or reimburse all costs that may be incurred by Buyer in enforcing Seller's indemnification obligations, including attorneys' fees.

23. LIENS: Seller shall keep its work, equipment, Materials, all Items supplied hereunder, and Buyer's premises free and clear of all liens and encumbrances, including mechanic's liens, in any way arising from performance of the Order by Seller or any of its agents or subcontractors. As a condition of final payment, Seller may be required by Buyer to provide a satisfactory release of liens with reasonable evidence that all services, labor, materials, and equipment have been paid in full.

24. INSPECTION OF RECORDS: The Government and regulatory authorities, shall have the right to audit Seller's records: (i) in the event of termination for convenience as it relates to a settlement proposal; (ii) in connection with any equitable adjustment request; (iii) where the terms of applicable law, regulation, entitle Buyer's customer to audit Seller's records or facilities, including the records or facilities of Seller's assignees and subcontractors, if any . Seller shall keep reasonably detailed records of all costs of the performance of the Order for a period of no less than four (4) years from the date of final payment or expiration of any Item warranty or support, whichever is later. Seller shall provide Buyer, Buyer's customer, and regulatory authorities reasonable access to all applicable records and all facilities associated with the Order. Notwithstanding the foregoing, Seller reserves the right to limit Buyer's access of Seller's records to quality records and

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limited access to direct rates, labor hours, and third party costs, only, but Seller agrees, subject to reasonable non third party auditor access on behalf of Buyer for indirect costs, including overhead and general and administrative costs.

25. RESERVED

26. EXPORT CONTROL COMPLIANCE: Each Party agrees to comply with all applicable import, export, and economic sanctions laws and regulations, including those of the United States and other applicable foreign jurisdictions. Within thirty (30) calendar days of contract award or prior to receipt by Buyer, whichever comes first, Seller shall provide Buyer with all applicable trade control classification information, including the commodity jurisdiction, classification, and required customs information, for all Items and data supplied to Buyer. For the purpose of this Export Control Compliance Article, "data" means information in an electronic form and includes but is not limited to, technical data as defined in 22 C.F.R. §120.10, technology as defined in 15 C.F.R. §772.1, and source code as defined in 15 C.F.R. §722.1. The requirements and obligations of this Export Control Compliance Article are material terms of the Order. The violation of any applicable law, rule, or regulation may be a material breach of the Order by a court of competent jurisdiction.

(a) ITAR and EAR.

(i) Seller is hereby notified that certain articles, software, data, and/or services provided by Buyer for purposes of the Order may be subject to the International Traffic in Arms Regulations ("ITAR") (22 C.F.R. §§ 120-130) or the Export Administration Regulations ("EAR") (15 C.F.R. §§ 730 et seq.). In addition, Seller is hereby notified that articles, software, data, and/or services that are designed, developed, modified, adapted or configured from articles, software, data, and/or services provided by Buyer may also be subject to the ITAR or EAR. Buyer shall provide written notice to Seller of the export control status (i.e., jurisdiction and classification) of all articles, software, data, and/or services provided by Buyer to Seller prior to providing access.

(ii) Seller shall not transfer or provide access to any ITAR-controlled or EAR-controlled articles, software, data, or technology provided by Buyer to any non-U.S. persons/foreign nationals, including foreign national employees of U.S. companies, foreign companies, or other entities, whether located in the U.S. or not, without Buyer's express written consent and also proper export license or other approval from the U.S. government.

(iii) If Seller is a manufacturer and/or exports ITAR-controlled articles or services, Seller represents that it is duly registered with the U.S. Department of State and will maintain its registration for the duration of the Order, in accordance with 22 C.F.R. Part 122. Non-U.S. companies shall be registered as required under applicable foreign government export regulations.

(iv) Seller represents that it is knowledgeable of the requirements contained in 22 C.F.R. Part 130. To the extent Seller meets the definition of "supplier" or "vendor" in 22 C.F.R. Part 130, Seller agrees to comply with Buyer's request to provide information regarding fees, commissions, or political contributions to Buyer as set forth in 22 C.F.R. 130.10 and 22 C.F.R. 130.12. In the event Buyer does not request such information from Seller and Seller nonetheless has made, or offered or agreed to make, fees, commissions or political contributions that are within the scope of 22 C.F.R. Part 130, Seller agrees to proactively disclose such information to Buyer within fifteen (15) calendar days after Seller has made the payment, offer or agreement, whichever comes first.

(b) IT Services. In the event Seller will host, receive, or otherwise access Buyer's software or data, Seller agrees that Buyer's software or data will remain in the United States and accessible by only U.S. Persons as defined in 22 C.F.R. 120.15.

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(c) Anti-Boycott Laws and Regulations. Seller acknowledges and agrees that it may be responsible for complying with any applicable anti-boycott laws and regulations. Seller warrants to Buyer that it does not, and shall not, participate or comply with any boycott request or engage in any restrictive trade practices in contravention of any applicable law or regulation.

(d) Notice Required. Seller shall provide prompt written notification to the Buyer's Procurement Representative in the event of changed circumstances that could affect Seller's performance under the Order, including, but not limited to, revocation of export privileges, whether in whole or in part, or a violation or potential violation of applicable export regulations as the violation or potential violation relates to any of Buyer's articles, software, data, or services provided hereunder.

(e) OFAC Listed Person. Seller warrants that it is not (i) a Specially Designated National or Blocked Persons pursuant to the lists published by the U.S. Office of Foreign Assets Control ("OFAC Listed Person"), or (ii) a department, agency, or instrumentality of, or otherwise controlled by or acting on behalf of any OFAC Listed Person or the government of a country subject to comprehensive U.S. economic sanctions administered by OFAC. Seller further warrants that it will provide immediate written notice to Buyer if it becomes subject to either of the foregoing.

(f) Consolidated Screening List. Seller further agrees that it will not engage in unauthorized transactions involving the articles, software, technology or services provided hereunder, to or from, with persons or entities identified on any U.S. government screening list, including, but not limited to those identified on the U.S. government's Consolidated Screening List. Seller also agrees to comply with any foreign jurisdiction regulations involving denied or restricted persons or entities.

(g) Imports Appearing on the U.S. Munitions Import List. If performance under the Order requires Seller to permanently import into the U.S. articles enumerated on the Bureau of Alcohol, Tobacco & Firearms ("BATF") U.S. Munitions Import List, Seller hereby acknowledges that such items may not be permanently imported into the U.S. without an approved import permit pursuant to 27 C.F.R. Part 47, unless an exemption applies. Additionally, if Seller is engaged in importing articles appearing on the U.S. Munitions Import List into the U.S., Seller agrees to maintain active registration with BATF pursuant to 27 C.F.R. Part 47.

(h) Items Requiring Approved BATF Permits. If performance under the Order requires Seller to export from the U.S. items defined in 27 C.F.R. Part 179, Seller hereby acknowledges that such items may not be exported from the U.S. without an approved export permit issued by BATF. Seller is also advised that an approved export license issued by the DDTC may also be required pursuant to the relevant requirements of the ITAR.

(i) Record Keeping. Seller agrees to bear sole responsibility for all regulatory record keeping associated with the use of import and export licenses and license exceptions or exemptions. Seller agrees to produce its applicable authorizations to Buyer upon written request.

27. CUSTOMS:

(a) Credits and Refunds. All transferable credits or benefits associated with or arising from Items purchased under the Order, export credits, or rights to the refund of duties, taxes, or fees (collectively, "trade credits") belong to Buyer.

(b) Documentation.

(i) For any shipments to be imported by Buyer, Seller shall provide to the Buyer's Procurement Representative five (5) business days advance written notification of shipments. Such notification shall include submission of a copy of the

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commercial invoice and packing list required by this provision and such other information as Buyer may reasonably request.

(ii) Seller shall forward copies of its shipping documents and any applicable certificates via email or facsimile to Buyer so that Buyer may facilitate Customs clearance. These documents shall include:

- (1) Commercial Shipping Invoice in accordance with 19 CFR § 141.86;
- (2) Any benefit Buyer may receive from an applicable Free Trade Agreement or Special Trade Program supported by Seller's certifications/statements of eligibility and qualification (examples include United States Mexico Canada Agreement or IFTA certificates of origin); and
- (3) If using Ocean Transport: The Importer Security Filing ("ISF") data elements in accordance with 19 C.F.R. Part 149 shall be provided to Buyer three (3) business days before the cargo is laden aboard the vessel at foreign port of departure. Any penalty or fine due to the failure of Seller or any of its agents in support of the ISF requirement shall be to the account of Seller.

(iii) For articles returned to Buyer after repair, Seller shall:

- (1) Obtain and reference written instructions on how the repaired article is to be returned to Buyer prior to shipment and on shipping documents, respectively;
- (2) Include a Foreign Repairer Certificate attesting to the work performed abroad in accordance with 19 C.F.R. § 10.8;
- (3) Include a commercial invoice stating the reason for return. Items returned to Buyer after repair must include the hardware value in accordance with 19 C.F.R. Part 152, Subpart E. from the original sale of the item. Ex: "Hardware value for Customs purposes only: \$ ____";
- (4) Include the cost of the repair (parts and labor) as a separate line item on the commercial invoice. Ex: "Repair value for Customs purposes only: \$ ____"; and
- (5) For repair work done under warranty, Seller shall include the cost of repair. Ex: "WARRANTY repair value for Customs purposes only: \$ ____".

(iv) For articles returned with a Department of State license, Seller shall indicate the license number on the commercial invoice.

(v) For articles returned under any ITAR exemption, Seller shall include the exemption citation on the commercial invoice in accordance with 22 C.F.R. §123.4(d)(1)(i).

(vi) For any Duty-Free Entries against a U.S. prime contract, Seller shall include the requirements of DFARS 252.225 -7013(e)(2)(iv).

(c) Sources. Upon Buyer's written request, Seller shall provide a report of all sources outside the United States utilized by Seller or its lower-tier subcontractors in the fulfillment of the Order, including the names and locations of the sources, and a description of the items or services obtained from such sources.

(d) Customs-Trade Partnership Against Terrorism. Seller acknowledges that L3Harris Technologies Inc. is a certified Customs Trade Partnership Against Terrorism ("C-TPAT") member. Consistent with Buyer's obligations and responsibilities under C-TPAT, if Seller has any international cargo shipping responsibilities, Seller agrees to comply with the C-TPAT Program Minimum Security Criteria (MSC). Seller shall provide one of the following documents, with a copy to Northrop Grumman, at time of execution of the Order to verify compliance with C-TPAT MSC requirements: (i) copy of Seller's C-TPAT

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certification; (ii) certification of Seller's participation in an approved Authorized Economic Operator (AEO) program with a Mutual Recognition Arrangement (MRA) with the U.S.; (iii) written/electronic documentation from Seller's corporate officer attesting to compliance; or (iv) a complete copy of Buyer's supply chain security questionnaire.

(e) This Customs Article shall survive five (5) years beyond the completion of the Order.

28. COMPLIANCE OBLIGATIONS:

(a) General. Each Party shall comply with all applicable federal, state, and local laws, orders, rules, regulations, and ordinances, including any environmental, transportation, or employment regulations. Seller shall procure all licenses and permits, pay all fees and other required charges, and comply with all applicable guidelines and directives of any local, state, and federal government authority. Unless otherwise specified in the Order, export licenses will be obtained by Buyer. If Buyer determines that Seller has violated any of the obligations, including but not limited to any obligations set forth in this Compliance Obligations Article, Buyer may, in its discretion, either terminate the Order and/or require Seller to implement a corrective action plan as a condition of continued or future business. The violation of any applicable law, rule, or regulation may be a material breach of the Order by a court of competent jurisdiction.

(b) Reporting Obligations. To the extent applicable, Seller agrees to provide to Buyer all Item content information required to satisfy both Buyer's content reporting obligations and Buyer's customers' reporting obligations as identified in the Order.

(c) Certificates. Upon Buyer's request, Seller agrees to furnish to Buyer or directly to Buyer's customer, any certificate required to be furnished under these General Terms and Conditions including the clauses set forth in Section 2 (FAR, DFARS, and NFS Clauses) and Section 3 (FAA AMS Clauses). A "certificate" may include any plan or course of action or record keeping function (e.g., a small business subcontracting plan for which flow down is required).

(d) Seller's Business Systems. "Business Systems" as used in this clause means material management and accounting system, cost estimating system, accounting system, earned value management system, property management system, and purchasing system. When Seller's Business Systems are reviewed and audited by the Government, Seller shall provide prompt notice to Buyer whenever there is a material change in the status of the Government's audit findings or determination of adequacy of any of Seller's Business Systems. If the Government observes a deficiency in Seller's Business Systems that may result in Seller's Business Systems and/or Buyer's Business Systems being deemed not adequate and if any of the deficient Business Systems produce data integral to the output of Buyer acting in its role as a contractor to the Government or to another prime contractor, then Seller shall be liable for and hold harmless Buyer from any loss, damage, or expense whatsoever that Buyer may suffer.

(e) Classified Information. In the event the Order requires access to classified information, Seller, at its sole expense, agrees to comply with all laws and regulations of the United States related to such classified requirements, including obtaining all required authorizations from the U.S. pursuant to, among other requirements, those set forth in the National Industrial Security Program Operating Manual ("NISPOM") and any specific agency supplements to the NISPOM or other classified requirements as directed by Buyer. A copy of the NISPOM is available for download at <http://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodm/522022M.pdf>.

(f) U.S. Foreign Corrupt Practices Act. Seller represents and warrants it shall: (i) comply with the requirements of the U.S. Foreign Corrupt Practices Act ("FCPA") (15 U.S.C. §§ 78dd-1, et. seq., as amended), regardless of whether

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Seller is within the jurisdiction of the United States; (ii) neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value to a non-U.S. public official or any person in violation of the FCPA and/or in violation of any applicable country laws relating to anti-corruption or anti-bribery; and (iii) not interact with any government official, political party, or public international organization on behalf of Buyer without the prior written permission of the Buyer's Procurement Representative. Breach of this provision (f) by Seller shall be considered an irreparable material breach of the Order and shall entitle Buyer to terminate the Order immediately without compensation to Seller.

(g) No Gratuities. No gratuities (in the form of entertainment, gifts, travel, or anything of value) or kickbacks shall be offered or given by one Party or by any agent, representative, affiliate, subsidiary, or subcontractor to any officer or employee of the other Party. This restriction specifically prohibits the direct or indirect inclusion of any kickback amounts in any invoices or billings submitted under the Order or any other agreement with Buyer.

(h) No Child Labor. Seller shall comply with all local, state, and national laws relating to the prohibition on child labor and indentured, prison, or compulsory labor. Seller shall comply with all applicable laws and industry standard relating to working hours, working conditions, and any collective bargaining agreements. Seller further agrees that, if requested by Buyer, it shall demonstrate, to the satisfaction of Buyer, compliance with all requirements in this paragraph. Buyer shall have the right to inspect any site of Seller for compliance with this paragraph. Seller shall include this provision in all of its lower tier subcontracts.

(i) No Human Trafficking. Seller shall comply with all applicable local, state, and national laws in the countries where Seller does business relating to the prohibition of slavery and human trafficking. Upon Buyer's request, Seller shall provide to Buyer a copy of its human trafficking compliance plan and/or other evidence of Seller's compliance with this provision. Seller shall include this provision in all of its lower tier subcontracts.

(j) National Defense Authorization Act Section 889. Buyer, as a Government contractor, is prohibited from using: (i) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (ii) video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (iii) telecommunications or video surveillance services provided by such entities or using such equipment; or (iv) telecommunications or video surveillance equipment or services produced or provided by an entity that is owned or controlled by, or otherwise connected to, the government of the People's Republic of China (collectively, "covered telecommunications equipment or services") as a substantial or essential component of any system or as critical technology as part of any system, regardless of whether the use is in performance of work under a federal contract. By acceptance of the Order, Seller represents and warrants that it: (1) does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, as a substantial or essential component of any system or as critical technology as part of any system; and (2) will not provide covered telecommunications equipment or services to Buyer in the performance of the Order. In the event Seller identifies covered telecommunications equipment or services used as a substantial or essential component of any system or as critical technology as part of any system at any time during the proposal process or contract performance, or Seller is notified of such by a subcontractor at any tier or by any other source, Seller shall immediately notify Buyer and reasonably cooperate with Buyer's requests for supporting documentation and any resolution required by Buyer's customer. Seller shall include this provision in all lower tier contracts.

(k) Prohibited Contracting. For purposes of this Article, "Covered Entity" means Kaspersky Lab, any successor

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entity to Kaspersky Lab, any entity that controls, is controlled by, or is under common control with Kaspersky Lab, or any entity of which Kaspersky Lab has a majority ownership. For purposes of this Article, "Covered Article" means any hardware, software, or service that is developed or provided by the Covered Entity, includes any hardware, software, or service developed or provided in whole or in part by the Covered Entity, or contains components using any hardware or software developed in whole or in part by the Covered Entity. Seller is prohibited from providing any Covered Article in the performance of the Order. In the event Seller identifies that a Covered Article has been provided to Buyer under the Order, Seller shall immediately notify Buyer in writing of such event and discontinue its use under the Order. Seller will, at Seller's cost, cooperate with Buyer to provide any requested information regarding the Covered Article and any mitigation efforts taken by Seller. Seller shall include this provision in all of its lower-tier subcontracts.

(l) Equal Opportunity. Buyer and Seller shall abide by the equal opportunity federal and state laws that prohibit discrimination on the bases of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status and require affirmative measures to prevent discrimination on those bases from occurring, including employment and advance in employment requirements.

29. CYBER SECURITY AND INCIDENT REPORTING: Seller shall comply with the following:

(a) "Buyer Data" means all data, content, materials, Confidential Information, and other information provided by Buyer to Seller or otherwise transmitted to Seller for use in connection with the Items and Services. Seller shall establish and maintain environmental, safety and facility procedures, data security procedures, and other safeguards against the destruction, corruption, loss or alteration of Buyer's data and to prevent access, intrusion, alteration or other interference by any unauthorized third parties of the same, that are: (i) no less rigorous than those maintained by Seller for its own information or the information of its customers of a similar nature and scope; (ii) no less rigorous than the accepted practices in the industry; and (iii) no less rigorous than those required by applicable data security and privacy statutes and regulations. Buyer Data shall be maintained by Seller as Confidential Information under this Agreement. Seller acknowledges and certifies that (a) Seller will not "sell" (as defined at Cal. Civ. Code § 1798.140(t), as it may be amended) Buyer Data, and (b) Seller will not use, disclose, or retain Buyer Data for purposes other than performing the Items and Services for Buyer or to comply with applicable law, and Seller will ensure that its subcontractors are restricted from any use or retention of Buyer Data other than for purposes of performing the Items and Services for Buyer or to comply with applicable law. Seller may not de-identify, aggregate, redact, create derivative data, or otherwise process Buyer Data for Seller's purposes other than as required to perform the Items and Services for Buyer. In the course of furnishing the Services, Seller shall not access, and shall not permit its personnel or entities within its control to access, Buyer's electronic communication systems, networks, or computers without Buyer's written authorization.

(b) Seller has the obligation to protect the confidentiality, authenticity, and integrity of Buyer Data by protecting the transmission of electronic messages from unauthorized access or modification. Seller agrees to appropriately and effectively encrypt Buyer Data transmitted over public networks, stored on Seller portable devices, and at rest in any hosting system by using the most current industry standard security algorithm or cryptography validated by the current FIPS 140 standard and an appropriate encryption strength. Seller will take all reasonable measures to secure and defend its location and equipment against "hackers" and others who may seek, without authorization, to modify or access Seller systems or the information found therein. Seller will periodically test its systems for potential areas where security could be breached and remediate any medium or high risk issues and critical gaps. Seller shall rapidly report cyber incidents to Buyer at Northrop Grumman and the DoD at <https://dibnet.dod.mil> if applicable and provide the requisite information required under DFARS 252.204-7012 and as reasonably requested by Buyer. Without exception, Seller shall report to Buyer any

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breach of Seller's data security procedures that result in any actual or threatened loss, corruption, or alteration of Buyer Data within seventy-two (72) hours of Seller's discovery of the incident. In such an instance, in addition to Seller's other obligations under the Order, or under any law or regulation, Seller agrees, at Seller's cost, to use diligent efforts to investigate, contain, and promptly remedy any such breach, fully cooperate with Buyer in resolving such breach, and mitigate any damage from such breach. Failure to report any cyber incidents will be considered a material breach of the Order. In the event of a data breach, Buyer shall be afforded unfettered access to certain technical information (e.g., logs, packet flow information, etc.) in order to satisfy information requests from Buyer or Buyer's customer. Seller shall encrypt emails to Buyer regarding cyber incidents using industry standard encryption methods.

(c) Should Buyer elect to utilize supplier checklists, representations or certifications of compliance, outside vendor verification, or onsite security audits, Seller shall support as required to meet the continuing needs of Buyer or Buyer's customer.

30. ETHICAL STANDARDS OF CONDUCT:

(a) Buyer is committed to conducting its business fairly, impartially, and in an ethical and proper manner. Buyer's expectation is that Seller also will conduct its business fairly, impartially, and in an ethical and proper manner. Buyer's further expectation is that Seller will have (or will develop) and adhere to a code of ethical standards equivalent to Buyer's Supplier Code of Conduct) or comply with Buyer's Supplier Code of Conduct. If Seller has cause to believe that Buyer or any employee or agent of Buyer has behaved improperly or unethically under the Order, Seller shall report such behavior to the Buyer's Procurement Representative or the appropriate Buyer points of contact set forth in Buyer's Supplier Code of Conduct. Seller's employees are required to conduct company business with integrity and maintain a high standard of conduct in all business-related activities. Seller shall include this Ethical Standards of Conduct Article in all of its lower tier subcontracts.

(b) As required by FAR 3.104, Seller certifies no person it uses to perform any Services herein has any legal restrictions as a result of Government service (e.g., post-employment restrictions related to representing a company to the Government) that would prevent such person from reasonably performing the work contemplated in the Order.

31. CONFLICT MINERALS: By accepting these terms and conditions, Seller agrees to timely (no later than thirty (30) calendar days subsequent to the request) respond, to the best of its knowledge and belief following a reasonable country of origin due diligence inquiry in accordance with the framework in the Organization for Economic Cooperation and Development Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas or other prevailing industry standard, to any request by, or on behalf of, Buyer, for information on the origin, source and chain of custody information of tin, tantalum, tungsten, and gold ("3TG") minerals necessary to the functionality or production of a product manufactured by Seller. Seller agrees to provide Buyer timely notice when Seller becomes aware that any 3TG minerals in an Item it supplies to Buyer finances or benefits armed groups in the Democratic Republic of Congo or an adjoining country. Seller understands and acknowledges that any information Seller provides may be used by Buyer to comply with its reporting obligations under the Rule 13p-1 of the Securities and Exchange Act of 1934, as amended and the Dodd-Frank Wall Street Reform and Consumer Protection Act, including filing a Form SD and Conflict Minerals Report with the U.S. Securities and Exchange Commission.

32. ASSIGNMENT AND SUBCONTRACTING:

(a) Neither the Order nor any interest herein nor claim hereunder may be transferred, novated, assigned, or delegated by Seller without the prior written consent of Buyer, except consent shall not be required for assignment to a commonly owned

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and controlled affiliate or to a successor in interest by way of merger, acquisition, corporate reorganization, or the like. Lack of consent shall not be deemed as a waiver or otherwise relieve Seller of its obligations to comply fully with the requirements hereof. Seller shall promptly notify Buyer in writing of any organizational changes made by Seller, including name, ownership changes, mergers, or acquisitions.

(b) Except for standard suppliers and services, Seller shall not subcontract the Order, in whole or in part, without the prior written authorization of Buyer, and Seller shall require an agreement with conforming performance and confidentiality requirements from lower-tier suppliers and subcontractors. Seller shall be and remain responsible to Buyer for (i) the performance of all work, including Services performed or provided by Seller's subcontractors, and (ii) the acts and omissions of Seller's subcontractors in connection with the performance or provision of any of the work. Buyer may require Seller's subcontractors to enter into separate NDAs with Buyer consistent with the confidentiality requirements in the Order.

33. GOVERNING LAW AND DISPUTES:

(i) The Order, irrespective of the place of performance, shall be governed by, subject to, and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law provisions, except that any provision in the Order that is (i) incorporated in full text or by reference from the FAR; (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR; or (iii) substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contracts appeals, and quasi-judicial agencies of the federal government. The provisions of the United Nations Convention on the International Sale of Goods shall not apply to the Order. THE PARTIES HEREBY AGREE TO WAIVE THEIR RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE ORDER OR THE SUBJECT MATTER HEREOF.

(ii) Any disputes under the Order that are not disposed of by mutual agreement of the Parties may be decided in an action at law or in equity. Until final resolution of any dispute hereunder, the Parties shall diligently proceed with performance of the Order, as directed by Buyer. Buyer and Seller shall each bear its own costs of processing any dispute hereunder. In no event shall Seller acquire any direct claim or direct course of action against the Government.

(iii) The rights and remedies herein reserved to each Party shall be cumulative and additional to any other or further rights and remedies provided in law or equity. Subject to any specific clauses in the Order, Seller shall be liable for any damages incurred by Buyer as a result of Seller's failure to perform its obligations in the manner required by the Order.

34. NOTICES: All notices permitted or required under the Order shall be in writing to the address in the Order, unless otherwise specified, and shall be by personal delivery, a nationally recognized overnight carrier, facsimile transmission, or certified or registered mail, return receipt requested.

35. RELATIONSHIP OF THE PARTIES:

(a) Seller's relationship to Buyer in the performance of the Order is that of an independent contractor and nothing herein contained shall be construed as creating any employer/employee, agency, or other relationship of any kind. Under no circumstance shall Seller be deemed an agent or representative of Buyer or authorized to commit Buyer in any way.

(b) Buyer shall be solely responsible for all liaison and coordination with Buyer's customer as it affects the applicable Government Contract, the Order, and any related order or agreement. Unless otherwise directed in writing by the Buyer's Procurement Representative, all documentation requiring submittal to, or action by, the Government or the Contracting Officer shall be routed to, or through, the Buyer's Procurement Representative, or as otherwise permitted by the Order. This

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clause does not prohibit Seller from communicating with the Government regarding (i) matters Seller is required by law or regulation to communicate to the Government, (ii) fraud, waste, or abuse communicated to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information, or (iii) any matter for which the Order, including a FAR, DFARS, NFS, or FAA clause included in the Order, provides for direct communication by Seller to the Government.

36. CONFIDENTIALITY:

- (i) A Party (here, "Disclosing Party") may disclose to other (here, "Receiving Party") certain non-public information or materials relating to the Disclosing Party's products, intellectual property, business, business plans, marketing programs and efforts, customer lists, customer information, financial information, and other confidential information and trade secrets that is identified or labeled as "proprietary" or "confidential" ("Confidential Information") under the Order. Confidential Information does not include information that: (a) is or becomes publicly available through no breach by Receiving Party of the Order; (b) was previously known to Receiving Party prior to the date of disclosure, as evidenced by contemporaneous written records; (c) was acquired from a third party without any breach of any obligation of confidentiality; or (d) was independently developed by Receiving Party without reference to Disclosing Party's Confidential Information. To the extent Confidential Information is required to be disclosed pursuant to a subpoena or other similar order of any court or government agency, Receiving Party, upon receiving such subpoena or order, shall (i) promptly inform Disclosing Party in writing and provide a copy thereof, (ii) cooperate with Disclosing Party in limiting disclosure of Disclosing Party's Confidential Information, and (iii) shall only disclose that Confidential Information necessary to comply with such subpoena or order. Receiving Party will not use or disclose any Disclosing Party Confidential Information without Disclosing Party's prior written consent, except disclosure to and subsequent uses by Receiving Party's authorized employees or agents (legal counsel, insurers, and similar third parties, excluding third party subcontractors) on a need-to-know basis for performance of the Order, provided that such employees or agents are under non-disclosure obligation or have executed written agreements restricting use or disclosure of such Confidential Information that are at least as restrictive as Receiving Party's obligations under this Confidentiality Article, but in no event with less than reasonable care. Subject to the foregoing nondisclosure and non-use obligations, Receiving Party agrees to use at least the same care and precaution in protecting such Confidential Information as Receiving Party uses to protect its own Confidential Information, and in no event less than reasonable care.
- (ii) Promptly upon discovery of any unauthorized disclosure, access, or use of the Disclosing Party's Proprietary Information, the Receiving Party shall: a) notify the Disclosing Party; b) makes reasonable attempts to retrieve the Proprietary Information; and c) review and take other reasonable action as appropriate to prevent any future unauthorized disclosures, accesses or uses. When Proprietary Information is copied or reproduced, in whole or in part, the copy or reproduction shall carry the same marking as the original. Any external retransmission by the Receiving Party of any such information permitted hereunder, whether such information is in the original form provided to the Receiving Party or in a modified form, shall only occur in encrypted form unless the requirements for such encryption is specifically waived in advance, in writing, by the Disclosing Party. Proprietary Information shall not be copied or reproduced, except for such copies as may reasonably be required for the Purpose.
- (iii) Receiving Party acknowledges that due to the unique nature of the Disclosing Party's Confidential Information, Disclosing Party may not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, Disclosing

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Party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure. In any action for equitable relief, the Parties agree to waive any requirement for the posting of a bond or security.

(iv) On Disclosing Party's written request or upon expiration or termination of the Order for any reason, Receiving Party will promptly return or destroy, at Disclosing Party's option, all originals and copies of Disclosing Party's Confidential Information, including all documents and materials it has received containing such Confidential Information, together with all summaries, records, modifications, adoptions and other documents containing or prepared from Disclosing Party's Confidential Information. The Receiving Party's obligations to protect and limit use of the Disclosing Party's Confidential Information shall survive expiration or termination of this Order for five (5) years.

37. NO PUBLICITY: Neither party shall make any media release or other public announcement relating to or referring to the Order without the other's prior written consent. Neither party shall acquire no right to use, and shall not use, without the other's prior written consent, the terms or existence of the Order, the names, trade names, trademarks, service marks, artwork, designs, or copyrighted materials of the other: (i) in any advertising, publicity, press release, customer list, presentation or promotion; (ii) to express or to imply any endorsement of a party or Seller's Items or Services; or (iii) in any manner other than expressly in accordance with the Order.

38. NO WAIVER: A party's failure to insist upon or enforce strict compliance with respect to any aspect of the Order shall not be deemed a waiver or relinquishment to any extent of any of that party's rights; rather, the same shall remain in full force and effect. Waiver of a right under the Order shall not constitute a waiver of any other right, waiver or default under the Order.

39. SEVERABILITY: If any part, term, or provision of the Order is found to be void, illegal, unenforceable, or in conflict with any law or regulation of the government having jurisdiction over the Order, that part will be enforced to the maximum extent permitted by law and the remainder of the Order will remain in full force. In the event that any part, term or provision of the Order is found to be void, illegal, unenforceable, or in conflict with law, Seller agrees to negotiate a replacement provision, construed to accomplish its originally intended effect that does not violate such law or regulation.

40. SURVIVABILITY: All of the provisions of the Order shall survive the termination (whether for convenience or default), suspension or completion of the Order unless they are clearly intended to apply only during the term of the Order.

41. ELECTRONIC TRANSMISSIONS: The Parties agree that if the Order is transmitted electronically, neither Party shall contest its validity, or any acknowledgment thereof, on the basis that the Order contains an electronic signature.

42. ENTIRE AGREEMENT: The Order, including all exhibits, schedules, and attachments, contains the entire agreement of the Parties, and supersedes any prior negotiations, representations, and course of dealing, whether written or oral, between the Parties with respect to the subject matter hereof. The Order may be amended or supplemented only by a writing that refers explicitly to the Order and is signed by the Buyer's Procurement Representative and Seller.

43. LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, MULTIPLE OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE ORDER. IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY IN ANY CAUSE OF ACTION BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR THE PERFORMANCE OR BREACH OF THE ORDER OR ANYTHING DONE IN CONNECTION THEREWITH EXCEED THE ORDER PRICE. NOTWITHSTANDING ANYTHING ELSE IN THE ORDER TO THE CONTRARY, THE STATED MONETARY LIMITATION

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HEREINABOVE IS THE MAXIMUM LIABILITY OF A PARTY TO THE OTHER. TO THE EXTENT THAT THIS LIMITATION OF LIABILITY CONFLICTS WITH ANY OTHER PROVISION OF THE ORDER, THE PROVISION SHALL BE REGARDED AS AMENDED TO WHATEVER EXTENT REQUIRED TO MAKE SUCH PROVISION CONSISTENT WITH THIS LIMITATION OF LIABILITY.

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FAR CLAUSE

52.203-06 Restrictions on Subcontractor Sales to the Government

Applicable to any Order greater than the simplified acquisition threshold.

52.203-7 Anti-Kickback Procedures

NOTE: The substance of this clause, except subparagraph (c)(1), is applicable to any Order and all lower-tier subcontracts which exceed \$150,000. Seller shall immediately notify Buyer of any alleged violations involving any of Buyer's or Seller's employees

52.203-12 Limitation on Payments to Influence Certain Federal Transactions

NOTE: Applicable to any Order greater than \$150,000.

52.203-13 Contractor Code of Business Ethics and Conduct

Applicable to any Order greater than \$6,000,000 and period of performance greater than 120 days. Notwithstanding any alterations to this clause to reflect the relationship between Buyer and Seller, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the Office of the Inspector General of the agency issuing the Prime Contract under which this Order is being issued, with a copy to the Contracting Officer of the Prime Contract.

52.203-14 Display of Hotline Poster(s)

Applicable to any Order greater than \$6,000,000 and period of performance greater than 120 days (commercial items exempt).

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements

Applicable in all solicitations and resultant contracts, other than personal services contracts with individuals.

52.204-21 Basic Safeguarding of Covered Contractor Information Systems

Applicable to all Orders at any tier for other than commercially available off-the-shelf items.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment

Pursuant to (e), not including (b)(2).

52.215-2 Audit and Records – Negotiation

NOTE: Applicable to any Order greater than the simplified acquisition threshold.

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52.215-13 Subcontractor Certified Cost or Pricing Data-Modifications (Deviation 2022-O0001)

Applicable if FAR 52.215-12 is not applicable to this Order.

52.215-14 Integrity of Unit Prices

Delete paragraph (b)

Applicable to any Order greater than the simplified acquisition threshold.

52.215-15 Pension Adjustments and Asset Reversions

Applicable to any Order when cost or pricing data are required or for which any pre-award or post-award cost determinations will be subject to FAR Part 31.

52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions

Applicable to any Order when cost or pricing data are required or for which any pre-award or post-award cost determinations will be subject to FAR Part 31.

52.215-19 Notification of Ownership Changes

Applicable to any Order when cost or pricing data are required or for which any pre-award or post-award cost determinations will be subject to FAR Subpart 31.2.

52.215-23 Limitations on Pass-Through Charges

Applicable to any Order when the total estimated Order value exceeds the threshold for obtaining cost or pricing data in FAR 15.403-4 and the contemplated contract type is expected to be any contract type except those contract types listed in FAR 15.408(n)(2)(i)(B)(2). Seller shall notify Buyer in writing if:

- (1) Seller changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under this Order. The notification shall identify the revised cost of the subcontract effort and shall include verification that Seller will provide added value; or
- (2) Any subcontractor changes the amount of lower-tier subcontractor effort such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

52.222-21 Prohibition of Segregated Facilities

NOTE: Applicable if Equal Opportunity clause has been determined to apply to this Order.

52.222-35 Equal Opportunity for Veterans

Applicable to any Order of \$150,000 or more.

The clause at 41 CFR 60-300.5(a) is incorporated herein by reference. Buyer and Seller shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

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52.222-36 Equal Opportunity for Workers with Disabilities

Applicable to any Order greater than \$15,000 or lower threshold if effective under older, higher-tier contract. The clause at 41 CFR 60-741.5(a) is incorporated herein by reference. Buyer and Seller shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

52.222-37 Employment Reports on Veterans

Applicable to any Order at or over the Simplified Acquisition Threshold.

52.222-40 Notification of Employee Rights Under the National Labor Relations Act

NOTE: Applicable to any Order greater than \$10,000.

52.222-54 Employment Eligibility Verification

Applicable to any Order greater than \$3,500 with a period of performance of 120 days or greater.

52.225-8 Duty-Free Entry

Applicable only if such clause is contained in Buyer's higher-tier contract under which any reduced duty-free entry thresholds shall apply. Under paragraph (c)(1), change "20 days" to "30 days." Under paragraph (c)(2), change "10 days" to "20 days".

52.225-13 Restrictions on Certain Foreign Purchases

NOTE: Clause is applicable if purchased item is other than commercial item or component per clause at FAR 52.244-6.

52.227-1 Authorization and Consent

NOTE: Applicable only if contained in the controlling Prime Contract and to any Order greater than the simplified acquisition threshold.

52.227-1 Alt 1

Alternate I (Apr 1984). As prescribed in 27.201-2 (a)(2), substitute the following paragraph (a) for paragraph (a) of the basic clause:

(a) The Government authorizes and consents to all use and manufacture of any invention described in and covered by a United States patent in the performance of this contract or any subcontract at any tier.

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement

NOTE: Applicable to any Order greater than the simplified acquisition threshold.

52.227-14 RIGHTS IN DATA-GENERAL (MAY 2014) – ALT II (DEC 2007) AND ALT III (DEC

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2007) AS MODIFIED BY NFS 1852.227-14 (APR 2015)

52.244-6 Subcontracts for Commercial Items

The Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract. The Contractor shall insert the following clauses in subcontracts for commercial items:

52.203-13; 52.203-15; 52.203-19; 52.203-20; 52.219-8; 52.222-21;
52.222-26; 52.222-35; 52.222-36; 52.222-37; 52.222-40; 52.222-50; 52.222-55; 52.222-59; 52.222-60;
52.224-3; 52.225-26; 52.232-40; 52.247-64

52.246-26 Reporting Nonconforming Items (Nov 2021)

52.247-63 Preference for U.S. - Flag Air Carriers

Applicable to any Order and lower-tier subcontracts that involve international air transportation and are greater than the simplified acquisition threshold.

OTHER APPLICABLE CLAUSES

NFS 1852.228-78 CROSS-WAIVER OF LIABILITY FOR SCIENCE OR SPACE EXPLORATION ACTIVITIES UNRELATED TO THE INTERNATIONAL SPACE STATION

(2) The Contractor agrees to extend the cross-waiver of liability as set forth in paragraph (c)(1) of this clause to its own subcontractors at all tiers by requiring them, by contract or otherwise, to: (i) Waive all claims against the entities or persons identified in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause; and (ii) Require that their Related Entities waive all claims against the entities or persons identified in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause.

NFS 1852.227-72 Designation of New Technology Representative and Patent Representative

This clause shall be included in any subcontract hereunder requiring a "New Technology—Other than a Small Business Firm or Nonprofit Organization" clause or "Patent Rights—Ownership by the Contractor" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the aforementioned representatives are set forth in 1827.305-270 of the NASA FAR Supplement.

NFS 1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION (SEP 2005)

NFS 1852.227-70 NEW TECHNOLOGY – OTHER THAN A SMALL BUSINESS FIRM OR NONPROFIT ORGANIZATION (APR 2015)

NFS 1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING (NOV 2004)

NFS 1852.244-70 GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM (APR 1985)

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NFS 1852.225-70 EXPORT LICENSES (FEB 2000)

NFS 1852.203-71 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (AUG 2014)

NFS 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JAN 2011)

NFS 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (DEVIATION 12-01A)

NFS 1852.234-2 EARNED VALUE MANAGEMENT SYSTEM (DEVIATION 15-05)

(f) The Contractor shall be responsible for ensuring that its subcontractors, identified below, comply with the EVMS requirements of this clause as follows:

(1) For subcontracts with an estimated dollar value of \$100M or more, the following subcontractors shall comply with the requirements of this clause.

(2) For subcontracts with an estimated dollar value of less than \$100M, the following subcontractors shall comply with the requirements of this clause except for the requirement in paragraph (b), if applicable, to obtain compliance/validation.

DRS Network & Imaging Systems LLC
Northrop Grumman Space Systems Sector
Northrop Grumman Systems Corporation
BEI Precision Systems & Space Company, Inc.

NFS 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUNE 2005)

NFS 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUN 2005)