

Additional Terms And Conditions
Electronic Surveillance Enhancement (ESE)
(Prime Contract No. N00164-02-C-0059)

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 form and those appearing on Northrop Grumman Purchase Order Terms and Conditions shall be resolved in favor of the conditions in this form.

I. Changes To Terms And Conditions

A. The November 1995 version of the DoD FAR Supplement 252.227-7013 clause applies to this Order.

B. The following changes are made to the clause entitled, "FAR and DFARS Provisions/Clauses":

1. Add the following FAR clause:

52.246-18 WARRANTY OF SUPPLIES OF A COMPLEX NATURE
(under paragraph (b), the warranty period is two (2) years,
under paragraph (c)(3), the notification periods are seventy
(70), forty five (45), and seventy (70) days respectively,
under paragraph (c)(4) the notification periods are 110 and
195 days respectively.)

2. Add the following DOD FAR Supplement clauses:

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE
OWNED OR CONTROLLED BY THE GOVERNMENT
OF A TERRORIST COUNTRY

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND
COMMERCIAL COMPONENTS (DOD CONTRACTS)

II. ADDITIONAL CONDITIONS

1. GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (GIDEP) (applies to Orders exceeding \$500,000)

The Seller shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Seller from complying with any other requirement of the Order.

GIDEP materials, software and information are available without charge from:

GIDEP Operations Center
PO Box 8000
Corona, CA 91718-8000
Phone: (909) 273-4677 or DSN 933-4677
FAX: (909) 273-5200
Internet: <http://www.gidep.corona.navy.mil>