



TERMS AND CONDITIONS
INTERNATIONAL – U.S. GOVERNMENT

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If any of the following standard clauses or any FAR/DFARS clauses contained herein do not apply to a particular Order due to the nature of the work performed (for instance, FAR 52.246-2, “Inspection of Supplies - Fixed-Price” does not apply if the Order is solely for services), such clauses are considered not applicable to that Order.

GENERAL PROVISIONS

1. DEFINITIONS

- A. ACCEPTANCE or ACCEPT means the verification by Buyer and/or Buyer’s Customer that the delivered Products and/or Services meet required specifications, standards and/or criteria as set forth in the Order.

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- B. AUTHORIZED REPRESENTATIVE means the person authorized by Buyer’s cognizant purchasing organization to administer and/or execute the Order and who has sole authority to make contractual commitments on behalf of Buyer, to provide contractual direction, and to change contractual requirements of this Order.
- C. BUYER means the Northrop Grumman legal entity identified on the face of the Order.
- D. CLASSIFIED INFORMATION means any information or material, regardless of physical form or characteristics, that is owned by, produced or for, or under the control of the U.S.G., and determined pursuant to Executive Order 13526, December 29, 2009 (75 Federal Register 707, January 5, 2010) or prior orders to require protection against unauthorized disclosure, and is so designated as “Confidential,” “Secret,” or “Top Secret.” See Federal Acquisition Regulation (FAR) 52.204-2, Security Requirements.
- E. DATA means all financial information, business information, designs, dimensions, specifications, drawings, patterns, computer files or computer software, know how, reports, or other information, including but not limited to Technical Data used in the design and manufacture of Products or the provision of Services. Data may be recorded in a written or printed document, computer or electronically stored, software, or any other tangible form of expression.
- F. DEFENSE ARTICLE shall have the meaning defined in ITAR 22 C.F.R. § 120.6.
- G. DEFENSE SERVICE shall have the meaning defined in ITAR 22 C.F.R. § 120.9.
- H. INCOTERMS means the set of international rules for the interpretation of terms used in foreign trade contracts as prepared and published by the International Chamber of Commerce, Paris, France. When a term covered by such Inco-terms is specified in this Order, such term shall be governed by the Inco-terms 2020. In case of a conflict between the provisions of the Inco-terms and the provisions of this Order, the provisions of this Order shall govern.
- I. ORDER means the instrument of contracting, including these terms and conditions and all other referenced documents, any subsequent changes or modifications.
- J. PARTY/PARTIES means Buyer and Seller individually / collectively.
- K. PRIME CONTRACT means the contracting instrument issued to Buyer or Buyer’s higher tier customer by the U.S.G. for the acquisition of Products and/or Services.
- L. PRODUCT(S) means those goods, supplies, software licenses, Data, materials, articles, items, parts, components or assemblies, and any incidental Services described in by this Order.
- M. SELLER means the Party with whom BUYER is contracting under this Order.
- N. SERVICE(S) means Seller’s time and effort, including any items, articles, Data, or similar materials provided to Buyer which are incidental to the performance of the Service.
- O. TECHNICAL DATA means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation) Technical Data also includes unclassified and Classified Information as defined in the International Traffic in Arms Regulations (ITAR) 22 Code of Federal Regulations (C.F.R.) § 120.10 and Technology, as defined in the Export Administration Regulations (EAR) Part 772 and Supplement 1 to Part 774.
- P. “U.S.G.” means the federal government of the United States of America and its Executive Departments, Military Departments, Government Corporations, Independent Establishments, and Executive Agencies as defined in 5 U.S.C. Chapter 1.
- 2. ORDER ACCEPTANCE -**
- A. This Order is Buyer’s offer to Seller to purchase the Products and/or Services described in this offer. Any additional terms proposed in Seller’s acceptance of Buyer’s offer including, but not limited to, shrink-wrapped or click-through terms not specifically negotiated and identified on the Order, which add to, vary from, or conflict with the terms herein are hereby objected to by Buyer. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the contract between the Parties and may hereafter be modified only by written instrument executed by the authorized representatives of both Parties. If this Order carries a Defense Priorities & Allocations System (DPAS) rating, Seller shall provide unqualified written acceptance or rejection to Buyer’s Authorized Representative within fifteen (15) working days after receipt of a DO rated order and within ten (10) working days after receipt of a DX rated order. For non-DPAS rated orders, any of the following shall constitute Seller’s unqualified acceptance of this Order and these terms and conditions: (a) acknowledgement of this Order; (b) furnishing of any part of the Products and/or Services under this Order; (c) acceptance of any payment for the Products/Services under this Order; or (d) commencement of performance under this Order.
- B. If, after acceptance of the Order or at any time during the performance of this Order, Seller believes that any portion of this Order is inaccurate, inconsistent or incomplete, Seller shall promptly notify Buyer in writing identifying any discrepancies and requesting resolution before proceeding or continuing with the portion of this Order in question. In the event that the Seller fails to contact Buyer in a timely manner to resolve said discrepancies or inconsistencies and Seller proceeds with or continues any work in question, Seller shall be deemed to have proceeded on its own accord and shall be solely responsible for any errors or omissions, including all associated cost or schedule impacts or both resulting therefrom.
- 3. ORDER OF PRECEDENCE**
- In the event of any inconsistency between any parts of this Order, the inconsistency shall be resolved by giving precedence in the following order:
- A. Any provisions required by statute or regulation
- B. Any Change Order Document
- C. Order Document
- D. Order Terms and Conditions (including any referenced Addenda) Order Terms and Conditions (including any referenced Addenda), but excluding Federal Acquisition Regulation (FAR/Defense FAR Supplement (DFARS) Clauses and Provisions and Other Agency Supplemental Clauses (identified in Clause 58 or separately attached to the Order)
- E. Statement of work
- F. Specifications/drawings
- G. Quality/Mission Assurance Requirements
- H. Supplier Data Requirements List (SDRL)/Data Item Description (DID)
- I. Other Referenced Documents
- 4. ASSIGNMENT**
- A. Neither this Order, nor any payments, rights, obligations, duties nor claims hereunder, are assignable or transferable by subcontract or otherwise without Buyer’s prior written consent, except as specifically stated in this clause. Seller may assign to a bank, trust company, or other financing institution including any U.S. federal lending agency, claims for money due or to become due to Seller from Buyer under this Order, provided:

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1. The assignment is limited to one Party, covers all amounts payable under the Order and not already paid, is not subject to further assignment, and is made specifically subject to reduction and set-off or recoupment for any present or future claim or claims or indebtedness which Buyer may have against Seller;
 2. Seller furnishes to Buyer written notice of assignment and a true copy of the instrument of assignment.
 - B. Buyer may make direct settlements or adjustments in price, or both, with Seller under the terms of this Order notwithstanding any assignment of claims for money due or to become due under this Order and without notice to the assignee.
 - C. Seller shall not furnish or disclose to any assignee under this Order or any other person not entitled to receive the same, any Classified document or any of Buyer's Proprietary Information (including this Order) until and unless authorized to do so by Buyer's Authorized Representative.
 - D. Assignment by Seller shall not relieve Seller of any of its obligations under this Order or prejudice any of Buyer's rights against Seller whether arising before or after the date of any assignment.
- 5. SUBCONTRACTING**
- A. Seller shall not subcontract the entirety or any part of this Order without the prior written authorization of Buyer, and Seller shall require an agreement with conforming performance requirements from immediate and lower-tier suppliers. This restriction on subcontracting shall not apply to authorized distributors, dealers, jobbers or industrial suppliers nor shall it apply to purchases of standard commercial articles, including electronic components or raw materials including castings, forgings, and rough welded structures on which Seller will perform further work.
 - B. No subcontract placed under this Order shall provide for payment on a cost-plus-percentage-of-cost basis and Seller agrees to select subcontractors/suppliers on a competitive basis to the maximum practical extent consistent with the objectives and requirements of this Order.
 - C. Any subcontract, assignment, or other transfer of rights or obligations arising under this Order and made to a foreign person, as defined in the International Traffic in Arms Regulations or the Export Administration Regulations, must comply with the Export and Import Compliance clause herein.
- 6. {RESERVED}**
- 7. {RESERVED}**
- 8. {RESERVED}**
- 9. DEFECTIVE WORK**
- A. Notwithstanding any prior Acceptance, Buyer may reject or require prompt correction of any Products or Services which are, in Buyer's judgment, defective in material or workmanship or otherwise fail to meet the drawings, designs, statement of work, specifications or other technical documents, or other requirements of this Order.
 - B. If Seller delivers defective or nonconforming Products or Services, Buyer may take one of the following actions:
 1. Accept all or part of the defective or non-conforming Products or Services at an equitable price reduction or credit against any amounts that may be owed to Seller under this Order or otherwise.
 2. Reject all or any part of a delivery or performance of defective or non-conforming Products or Services and demand delivery of conforming Products or re-performance of Services. All rejected Products shall be shipped back to Seller at Seller's expense and any re-performance of defective or nonconforming Services shall be at no cost to Buyer. All repair, replacement and other correction and redelivery shall be completed within the original delivery schedule unless otherwise directed by Buyer. Any rejected or corrected Products or Services shall not thereafter be tendered for Acceptance unless the former rejection or requirement for correction is disclosed.
 3. If Seller is unable or unwilling to re-perform or correct defective or nonconforming Products or Services, Buyer may:
 - a. Make or perform, or have a third party make or perform, all repairs, modifications, or replacements necessary to enable such Product or Service to comply in all respects with Order requirements and charge the expense incurred to Seller
 - b. Terminate this Order for default in whole or in part.
 - C. Seller shall immediately notify Buyer upon discovery of actual or potential defects or non-conformance affecting delivered Product or performed Service.
- 10. {RESERVED}**
- 11. {RESERVED}**
- 12. WARRANTY**
- A. Seller expressly warrants that all Product(s) delivered and Service(s) performed hereunder shall be free from defects, shall be of good materials and workmanship, shall conform to all requirements of this Order, and shall be free of any claim of any third party.
 - B. The foregoing warranties shall survive inspection and Acceptance of, and payment for, the Product(s) delivered and Service(s) performed hereunder and shall remain in effect as to each Product furnished or Service performed and shall run to Buyer, its successors, assigns, and customers. These warranties shall not be deemed to limit any warranties of additional scope given to Buyer by Seller, nor limit Buyer's rights or Seller's obligations under any other provision of this Order, at law or in equity. No warranties are waived by Buyer supplying, reviewing, commenting upon, or approving plans, specifications, or Data, issuing changes to this Order, or inspecting or Acceptance of the Product(s) or Service(s) or both.
 - C. If Buyer determines the Product(s) or Service(s) or both do not to meet the warranties and guarantees specified herein, Buyer may, within its sole discretion, return such Product(s) to Seller at Seller's expense, for correction, replacement or credit, plus transportation charges, or refuse to confirm satisfactory completion of Service(s) and require Seller re-perform such Service(s). If repair, replacement, or re-performance of the Product(s) or Service(s) or both is not timely, Buyer may elect to return, repair, replace, or re-procure the non-conforming Work at Seller's expense. Any corrected, replaced, or repaired Product(s) or re-performed Service(s) shall be subject to the provisions of this Clause for the remaining Warranty Period. Should Buyer's customer require Acceptance of the Product(s) or Service(s) or both not conforming to this warranty, the Parties will mutually agree on consideration to Buyer, including but not limited to a refund or equitable reduction in price.
- 13. CHANGES**
- A. Buyer's Authorized Representative may at any time, by written order, and without notice to sureties or assignees, if any, make changes within the general scope of this Order in (1) drawings, designs, statement of work, specifications, planning and /or other technical documents; (2) method of shipment, packaging, or packing; (3) time and place of inspection, delivery or Acceptance; (4) reasonable adjustments in quantities and/or delivery schedules; (5) place of performance of the Service; (6) the amount of Buyer/Government furnished property; and (7) terms and conditions required to meet Buyer's obligations under its Prime Contracts, including, but not limited to, any mandatory flow-down clauses.
 - B. If any authorized change causes an increase or decrease in the cost or time required to perform this Order, Buyer and Seller shall negotiate an equitable adjustment in the price and/or schedule, to reflect the increase or decrease. Buyer shall modify this Order in writing accordingly.

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1. Any claim for adjustment shall be unconditionally waived unless: (i) asserted in writing and delivered to Buyer's Authorized Representative within fifteen (15) days of the date of the written change order and (ii) a fully supported proposal is delivered to Buyer's Authorized Representative within thirty (30) days of the date of the written change order.
 2. If Seller claims the cost of any Product made obsolete or excess, Buyer shall have the right to prescribe the manner of disposition of the Product to include the right to acquire that Product for cost claimed.
 3. Buyer, its Authorized Representatives, and its customer have the right to examine any of Seller's pertinent books and records for the purpose of verifying Seller's claim. However, at Seller's request, in lieu of Buyer, a mutually agreeable third party can examine books and records to verify Seller's claim.
 4. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" clause hereof. However, Seller shall not be excused from proceeding with this Order as changed.
- C. Buyer's engineering, technical personnel and other representatives may from time to time render assistance or give technical advice or discuss issues or engage in an exchange of information with Seller's personnel concerning the Products or Services hereunder. No such action shall be deemed to be a change, nor shall it be the basis for an equitable adjustment, and no such action shall relieve Seller of its obligations under this Order.

14. GOVERNING LAW

Both Parties agree that, irrespective of the place of performance of this Order, this Order will be governed, construed, and interpreted according to the law of the State of New York, United States of America (USA), without regard to its conflict of laws or choice of law rules or principles, except that any provision of this Order incorporated from the Federal Acquisition Regulation (FAR) or any agency regulation that supplements the FAR shall be governed by the federal common law of government contracts. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Order.

15. DISPUTES

- A. Amicable Negotiation. All disputes, differences, controversies, claims or questions arising in connection with, arising out of, occurring under, or related to, this Order and any subsequent amendments thereto, including, without limitation, the formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims (a "Dispute") shall be reduced to writing in a document to be sent to the other Party, requesting amicable negotiation (a "Negotiation Request"). A Negotiation Request may be sent by e-mail. The negotiation process hereunder shall be submitted to mutually compatible levels of management of the respective Parties to try and resolve the Dispute amicably and in good faith and the executives selected shall use their reasonable best efforts to meet and to find a mutually acceptable resolution to the Dispute.
- B. Arbitration. In the event that the Dispute or any part thereof is not satisfactorily settled by negotiation within sixty (60) days (or within such further period of time as the Parties may have agreed in writing), any Party may file a request for arbitration (a "Notice of Arbitration") with the International Centre for Dispute Resolution (ICDR), in which case the Dispute shall be referred to and finally determined by binding arbitration pursuant to ICDR's International Arbitration Rules then in effect ("the Rules"), subject to the following provisions:
1. The Parties shall agree to the selection of one (1) or three (3) arbitrators, depending on the complexity of the case. Where a tribunal of three (3) arbitrators is to be selected (the "Arbitral Tribunal"), each Party shall appoint a person to serve as an arbitrator. The two Parties' appointed arbitrators shall then appoint the Chairperson.
 2. If the Parties cannot jointly agree on the composition of the Arbitral Tribunal within thirty (30) days from the date of the Notice of Arbitration, ICDR shall appoint the Arbitral Tribunal in accordance with the Rules, appointing as many arbitrators and using such mechanisms to appoint them as it deems appropriate in accordance with the Rules, at its sole discretion.
 3. The Parties and ICDR shall ensure that the Arbitral Tribunal shall have been appointed at the very latest forty-five (45) days from the date of the Notice of Arbitration.
 4. All arbitrators shall be fluent in English. The arbitrator (or the chairperson of the Arbitral Tribunal, in the event of a three person tribunal) shall not be of the nationality of anyone of the Parties and shall be a qualified lawyer.
 5. Subject to paragraph J hereof, each Party shall bear its own expenses, including lawyers' fees, in connection with the proceedings hereunder. If the Arbitration should involve multiple claimants and/or multiple respondents who cannot agree to a joint nomination of a single arbitrator for claimants and/or respondents within the time limit set out in paragraph B 2 above, the ICDR shall appoint all members of the Tribunal without regard to any Party's nomination, but considering the criteria set out in this paragraph B.
 6. Where the Dispute is settled at any time after commencement of the Arbitration, but before final award, any settlement agreement reached may be submitted to the Arbitral Tribunal by any Party and issued as a consent award by the Tribunal.
- C. Location. The seat or legal place of the arbitration proceedings shall be New York, New York, USA.
- D. English Language. The arbitration proceedings shall be in English. All documents in any other language shall be translated into English at the expense of the Party(ies) producing them.
- E. Governing Law. This Order and all matters related to or arising therefrom including without limitation, the arbitration clause and arbitrability of the Dispute, shall be governed and construed according to the laws of the state of New York, USA, without regard to its conflict of laws rule and specifically excluding the United Nations Convention on the International Sale of Goods. The Tribunal shall not decide the Dispute based on amiable composituer (composition) or ex aequo et bono (from equity and conscience).
- F. Confidentiality. Any settlement discussions or Arbitration hereunder shall be conducted in strict confidence. Except as necessary to enforce an award or required by law, no information or documents produced, generated or exchanged in connection with settlement discussions, Arbitration (including the award) shall be disclosed to any person without the prior written consent of all Parties to the settlement, Arbitration. This restriction shall not apply to public records or other documents obtained by the Parties in the normal course of business independent of any settlement discussions, Arbitration.
- G. Scope of Tribunal's Jurisdiction. The scope of the Tribunal's jurisdiction shall not be limited because the subject matter of the Dispute implicates public policy questions or national statutory rights.
- H. Discovery. Document production shall be guided by the International Bar Association's 2010 Rules on the "Taking of Evidence in International Commercial Arbitration." The Tribunal shall ensure that document production is conducted on a timely basis and the Tribunal may impose sanctions through the allocation of the costs of the Arbitration for abuse or undue delay of the document production procedure.
- I. Written Reasoning, Finality and Enforcement of Award. The Award rendered by the Tribunal shall be reasoned and in writing. The Tribunal shall have the discretion to award reasonable costs to the prevailing Party but shall have no authority to award any double or treble damages, punitive damages or any other damages in the nature of a penalty. Such costs may include the costs of the arbitrators, the Tribunal administrator, and assistance required by the Tribunal, as well as reasonable costs for legal representation. The Award rendered by the Tribunal shall be binding on the Parties and may be entered in any court having jurisdiction over the Party or Parties to the Dispute against which

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enforcement is sought, or a court in any other competent jurisdiction where the assets of said disputing Party or Parties are located. The Parties hereby exclude and expressly waive any right of review or appeal to any court.

16. LIMITATION OF LIABILITY

- A. In no event shall Buyer or any of its representatives or affiliates be liable to Seller or its affiliates or to any third party for anticipated or lost profits or revenues or for indirect, incidental, special, exemplary, punitive, multiple, enhanced, or consequential damages arising out of, relating to, or in connection with any breach of this Order, regardless of (a) whether such damages were foreseeable, (b) whether or not Buyer was advised of the possibility of such damages, and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based. Buyer shall not be liable for penalties of any description.
- B. In no event shall Buyer's aggregate liability on any claim, of any kind (whether arising out of or related to breach of contract, tort, or otherwise) and for any loss or damage arising out of, connected with, relating to or resulting from this Order, or from the performance or breach thereof shall, exceed the price allocable to the Products and/or Services, or unit thereof, which gives rise to the claim.
- C. Any action resulting from any breach on the part of Buyer as to the Products and/or Services delivered hereunder must be commenced within one year after the cause of action has accrued.

17. TERMINATION FOR CONVENIENCE

- A. This Order and any and all rights granted and obligations assumed may be terminated in whole or in part by Buyer, if Buyer determines that a termination is in its interest. Buyer shall deliver to Seller a written notice of termination specifying the extent of termination and the effective date.
- B. After receipt of notice of termination, and except as otherwise mutually agreed, Seller shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
 - 1. Promptly stop all work as specified in the notice.
 - 2. Place no further subcontracts for materials, services, or facilities except as necessary to complete the continued portion of this Order.
 - 3. Terminate all subcontracts to the extent they relate to the work terminated.
 - 4. As directed by Buyer, transfer title and deliver to Buyer:
 - i. The fabricated or unfabricated Products, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and
 - ii. The completed or partially completed plans, drawings, information, and other property that, if the Order had been completed, would be required to be furnished to Buyer.
 - 5. Submit a termination claim within sixty (60) days after the effective date of the termination notice incorporating all claims of Seller. The amount to which Seller shall be entitled upon complete termination of this Order shall be determined as follows:
 - i. Any payments then due and owing to Seller from Buyer for work performed and Accepted by Buyer prior to the effective date of termination;
 - ii. An allowance for any reasonable cancellation charges due to material commitments made by Seller with Seller's suppliers or subcontractors;
 - iii. At Buyer's option, an allowance for any inventory held by Seller which is for Buyer's Order, in which case Seller shall transfer title and possession of said inventory to Buyer in accordance with Buyer's instructions;
 - iv. Any other amounts that are mutually acceptable to Buyer and Seller as being fair and reasonable.
 - 6. Protect property in Seller's possession in which Buyer has or may acquire an interest.
 - 7. Complete performance of the work not terminated.
- C. In the event payment has been made by Buyer in excess of the amount determined as being the entitlement of Seller under the provisions of this article, Seller shall repay such excess costs immediately. Buyer may deduct as a set off, any excess amounts from other open subcontracts or Orders with Seller, if any.
- D. In the event payments made by Buyer are less than the amount determined as being the entitlement of Seller under the provisions of this article, Buyer shall pay to Seller such difference between the amount so paid and the total amount determined to be due to Seller in accordance with this article within thirty (30) days of Buyer's receipt of Seller's invoice for said amount.
- E. Notwithstanding the foregoing, the Parties hereto may mutually agree to a partial termination of the Order provided such agreement: (1) equitably revises the price for work remaining to be performed and/or delivery of supplies by Seller thereafter; (2) equitably revises all such other rights requirements, risks, obligations and/or responsibilities as may be affected by such partial termination; and, (3) is evidenced by a formal modification to this Order signed by both Parties.
- F. In no event shall Buyer's total liability to Seller exceed the total Order price of the supplies or services to which such termination applies and as reduced by the amount of payments previously made and the Order price of work not terminated, nor shall Buyer be liable for incidental or consequential liabilities. Further, Seller shall have no claim against Buyer for loss of anticipated profits or consequential damages suffered by reason of such termination. If the Parties are unable to reach agreement on an equitable settlement pursuant to this clause, any such dispute shall be handled in accordance with the Disputes clause of this Order.
- G. Unless otherwise provided in this Order, Seller shall maintain all records and documents relating to the terminated portion of this Order for three (3) years after final settlement. This includes all books and other evidence bearing on Seller's costs and expenses under this Order. Seller shall make these records and documents available to Buyer, at Seller's office, at all reasonable times, at no charge.

18. TERMINATION FOR DEFAULT

- A. Buyer may terminate this Order in whole or in part, by written notice of default to Seller if Seller:
 - 1. Fails to deliver Products or to perform the Services within the time specified in this Order or any respective extension; or
 - 2. Fails in any material way to perform any of Seller's obligations under this Order, or so fails to make progress as to endanger such performance and does not cure such failure within ten (10) days of receipt of Buyer's notice of such failure; or
 - 3. In the event that Seller becomes insolvent or makes a general assignment for the benefit of creditors, or files or has filed against it a petition of bankruptcy (whether voluntary or involuntary) or pursues any other remedy under any other law relating to the relief for debtors, or in the event a trustee or receiver is appointed for Seller's property or business.
- B. If Buyer terminates this Order in whole or in part, it may acquire, under the terms and in the manner Buyer considers appropriate, Products or Services similar to those terminated, and Seller will be liable to Buyer for any and all excess costs associated with the re-procurement of those Products or Services from another source. Seller shall also continue the work not terminated. In addition, Buyer may rework or repair to bring any Product back to conforming state in accordance with the Warranties clause herein, at Seller's cost.

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- C. If this Order is terminated for default, Buyer may require Seller to transfer title and deliver to Buyer, any (1) completed Products, (2) partially completed Products, (3) materials that Seller has specifically produced or acquired for the terminated portion of this Order. Upon direction of Buyer, Seller shall also protect and preserve property in its possession in which Buyer has or may have an interest.
- D. Buyer shall pay the Order price for completed Products delivered or services performed and Accepted. Seller and Buyer shall agree on the amount of payment for the protection and preservation of any property.
- E. Buyer shall, at its option, have the right to set off against, or appropriate and apply to the payment or performance of any obligation, the sum or amount owing at any time to Buyer under this Order, all deposits, amounts, or balances held by Buyer for the account of Seller, any amounts owed by Buyer to Seller, and any sum Buyer determines to be necessary to protect Buyer against loss because of outstanding liens or claims of former lien holders.
- F. The rights and remedies of Buyer in this clause are in addition to any other rights and remedies provided by law, equity, or under this Order.
- 19. GOVERNMENT OR BUYER PROPERTY**
- A. Title to all property furnished to Seller by Buyer or U.S.G., or paid for by Buyer or U.S.G. shall remain with Buyer or U.S.G., as applicable. Seller shall not alter or use such property for any purpose or for any other Party other than that specified by Buyer or U.S.G., without the prior written consent of Buyer or U.S.G. If Buyer or U.S.G. agrees to pay Seller for acquisition of tooling and equipment, either separately or as a stated part of the unit price of Products purchased herein, title to the same shall pass to Buyer or U.S.G., as applicable, upon (i) commencement of processing for use in performance of this Order, or (ii) Buyer payment therefore, whichever occurs first.
- B. Seller shall assume the risk of, and be responsible for, any loss, theft, destruction of or damage to Buyer property while in Seller's possession or control. If Seller damages any property, Seller shall be responsible for making repairs, or replacement, at no cost to Buyer.
- C. Seller shall assume full risk of loss, and be responsible for, any loss, theft, destruction of or damage to U.S.G. property while in Seller's possession or control and shall be responsible for making repairs or replacing the item at no cost to the U.S.G. when FAR 52.245-1, Alternate 1, applies to this Order (Reference Section 58 of the terms and conditions for applicability). If FAR 52.245-1 is applicable, then Seller shall have limited risk of loss for lost or damaged U.S.G. property and shall seek relief of accountability to the Buyer in accordance with FAR 52.245-1 (f)(1)(vii).
- D. Upon Buyer's or U.S.G.'s written request to Seller for any property under this clause, if Seller cannot locate Buyer or U.S.G. property within five (5) days, Seller shall notify Buyer or U.S.G. that the item was not located and Seller subsequently has twenty (20) days to find the misplaced property. After such period, if it has not been located, the property shall be deemed "lost" and at Buyer's or U.S.G.'s election, Seller shall either reimburse Buyer or U.S.G. for the replacement and all related delay costs, or remake the lost property at no cost to Buyer or U.S.G., or seek relief of accountability depending the applicable risk of loss provisions of this Order.
- E. Seller shall return all Buyer or U.S.G. owned property in a condition as good as when received except for reasonable wear and tear. Seller shall establish and maintain a property control system approved by Buyer and in accordance with the provisions of FAR 52.245-1 for the control of U.S.G. or Buyer owned property. Seller shall also notify Buyer if its property system is deemed inadequate by the U.S.G. If Seller's property control system is deemed inadequate at the time of award of this Order or becomes disapproved anytime during performance of this Order, then the provisions FAR 52.245-1 Alternate 1 shall automatically apply and Seller shall assume full risk of loss for U.S.G. property regardless of the contract type of the Order or the basis of award. At all times, Buyer and the U.S.G., as applicable, shall have access to Seller's facilities for the purpose of reviewing its compliance with the management of U.S.G. or Buyer property related to this Order.
- 20. {RESERVED}**
- 21. TAXES AND DUTIES**
- A. All taxes, including but not limited to, levies, surcharges, import taxes, export taxes, duties, tariffs, surcharges and social benefit fees imposed on Buyer and/or its employees by any authority of any country arising out of or related to the work or services performed by Seller hereunder, including transportation associated therewith shall be solely for the account of and shall be paid by Seller. Seller shall indemnify and hold Buyer harmless from the payment of such taxes, and Buyer may deduct the amount of any such taxes paid by Buyer from any amounts due Seller.
- B. The Order price shall include all applicable taxes and duties. Such taxes and duties, if any, shall be separately itemized on the invoice. Use or sales taxes for which Buyer has furnished a valid exemption certificate or other evidence of exemption shall not be included.
- 22. INFORMATION OF BUYER AND SELLER**
- A. Unless expressly stated otherwise herein, the exchange of information under this Order shall be governed by this Order and, in particular this Clause, which supersedes any prior agreement between Buyer and Seller to protect information relating to the purpose of this Order.
- B. "Proprietary Information" means information disclosed by the Parties to support performance of this Order that is provided or otherwise made available by the disclosing party (hereinafter the "Disclosing Party") to the receiving party (hereinafter the "Receiving Party") and is marked proprietary or bears a marking of like import. Proprietary Information includes any information marked with a restrictive legend as prescribed in DFARS 252.227-7013 or 252.227-7014 or in FAR 52.227-14. Information accessed or made available in electronic form shall be considered Proprietary Information if: (A) any display of the information also displays a proprietary legend or (B) if such information is accessed or made available to the Receiving Party via a secure website or portal. Orally or visually disclosed information shall be deemed Proprietary Information only if identified as proprietary at the time of disclosure and summarized and confirmed in a written and labeled description delivered to the Receiving Party within thirty (30) days.
- C. The Receiving Party shall hold all Proprietary Information in confidence and restrict disclosure thereof to only its employees, contract labor, advisors, and agents who have a need to know so that the Receiving Party may perform its obligations under this Order and are under obligations to hold such information in confidence under terms and conditions at least as restrictive as the terms and conditions of this Order.
- D. Seller agrees to use Buyer's Proprietary Information only for purposes necessary for performing Seller's obligations under this Order and shall not use Buyer's Proprietary Information for the benefit of any other Party. Seller further hereby grants to Buyer and Buyer's higher tier customer a non-exclusive, irrevocable, worldwide, right and license to copy, modify, use and disclose to the U.S.G. or any higher tier contractor any information received from Seller, including Seller's Proprietary Information, for the performance of this Order and any higher tier contract or Prime Contract, and any follow-on contracts to such agreements.
- E. Seller agrees that Buyer may share Seller's information with other contractors under Buyer's higher tier contract or Prime Contract, and any follow-on contracts to such agreements, if the other contractors need to use Seller's information to complete their contracts provided that (1) any restrictive markings remain on the information, (2) the other contractor is under an obligation to protect Seller's Proprietary Information to the same degree as provided herein; and, (3) the other contractor's use of the information is limited to performance of a contract under Buyer's higher tier contract or Prime Contract, and any follow-on contracts to such agreements.
- F. The Receiving Party agrees to use at least the same degree of care in safeguarding the Disclosing Party's Proprietary Information, including during storage and transmittal, as it uses for its own Proprietary Information, but in no case less than reasonable care. Promptly upon discovery

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of an unauthorized disclosure, access or use, the Receiving Party shall: (a) notify the Disclosing Party; (b) make reasonable attempts to retrieve the Proprietary Information; (c) comply with any reasonable written requests of Disclosing Party regarding such unauthorized disclosure, access or use; and (d) review and, take other reasonable action as appropriate to prevent any future unauthorized disclosures, accesses or uses. Proprietary Information shall not be copied or reproduced, except for such copies as may reasonably be required for the Receiving Party to perform its obligations under this Order. If the Proprietary Information is copied or reproduced in whole or in part, the copy or reproduction shall carry the same marking as that which appears on the original.

G. Exceptions. The Receiving Party shall not be liable hereunder for use or disclosure of Proprietary Information which occur after such Proprietary Information:

1. is or becomes publicly known through no wrongful act of Receiving Party; or
2. is known to or in the possession of Receiving Party without restriction on disclosure or use through no wrongful act of the Receiving Party, as evidenced by competent proof; or
3. is rightfully received by the Receiving Party from a third party without restriction and without breach of this Agreement; or
4. is independently developed by the Receiving Party without the use of or reference to the Proprietary Information.

In addition, the Receiving Party shall not be liable hereunder for use or disclosure of Proprietary Information if such Proprietary Information is disclosed to satisfy a legal order by a court of competent jurisdiction or U.S.G. action; provided, however, that the Receiving Party shall first advise the Disclosing Party within sufficient time prior to the disclosure so that Disclosing Party has the opportunity to seek appropriate relief from the court or governmental order, and provided further that the Receiving Party shall disclose only those portions of the Proprietary Information legally required to be disclosed and request confidential treatment of the Proprietary Information by the court or governmental entity.

H. All documents and other tangible media transferred in connection with this Order, together with any copies thereof, are and remain the property of Buyer.

I. Neither the existence of this Order nor the disclosure hereunder of Buyer information or any other information shall be construed as granting expressly, by implication, by estoppel or otherwise, a license under any invention or patent now or hereafter owned or controlled by Buyer or Buyer's customer, except as specifically set forth herein.

J. The Receiving Party agrees that Proprietary Information of the Disclosing Party is valuable and unique, and that the loss resulting from unauthorized disclosure thereof may cause irreparable injury to the Disclosing Party, which may not be adequately compensated in money damages. The Receiving Party, therefore, expressly agrees that the Disclosing Party shall be entitled to seek injunctive and/or other equitable relief, in addition to any other remedies available to the Disclosing Party for breach of this clause.

K. A Party's obligations with respect to information or Data disclosed hereunder prior to the performance in full or termination of this Order shall not, except as expressly set forth herein, be affected by such performance in full or termination.

L. Notwithstanding the foregoing, nothing in this clause is intended to affect the rights or exercise of rights, if any, obtained by the U.S.G. under the "Rights in Technical Data – Noncommercial Items" clause DFARS 252.227-7013 and "Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation" clause DFARS 252.227-7014, or any similar or successor clauses, or other clauses that may be contained in any contracts or subcontracts between Buyer and Seller and any customer.

M. Defend Trade Secrets Act provision – applicable only to individuals or to be flowed down to individuals. Pursuant to the Defend Trade Secrets Act of 2016, if Seller is an individual, Seller acknowledges that he/she shall not have criminal or civil liability under any Federal or State trade secret law for the disclosure of a trade secret that (a) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, if Seller files a lawsuit for retaliation by Northrop Grumman for reporting a suspected violation of law, Seller may disclose the trade secret to Seller's attorney and may use the trade secret information in the court proceeding, so long as Seller (x) files any document containing the trade secret under seal and (y) does not disclose the trade secret, except pursuant to court order. Seller agrees to flow down this provision to all contract labor and agents of Seller who are authorized under this Agreement to receive Northrop Grumman Proprietary Information and who are individuals.

N. Buyer's right to use and disclose information provided under this Clause 22 shall not be affected by termination or completion of this Order and remains in effect until performance in full of all contracts and agreements through which Buyer needs to use Seller's information to perform under Buyer's higher tier contract or Prime Contract, and any follow-on contracts to such agreements. The limitations on the scope of use of information under this Clause 22 shall not be affected by termination or completion of this Order.

23. SUBCONTRACT DELIVERABLES

Seller agrees and acknowledges that all deliverables, or portions thereof, under this Order ("Deliverable Materials") may be incorporated into deliverables under Buyer's higher tier contract or Prime Contract. Seller agrees to timely deliver all Deliverable Materials to Buyer and mark all Deliverable Materials containing Technical Data and computer software in strict accordance with FAR 52.227-14, DFARS 252.227-7013 or 252.227-7014, or other special clauses, such as H-clauses, which apply to this Order (collectively referred to as "Government Rights Clauses"). Seller will not apply any markings or legends that are inconsistent with or otherwise prohibited by the Government Rights Clauses or deemed by the U.S.G. to restrict the rights of the U.S.G. ("Prohibited Markings"). If Seller's Deliverable Materials contain any legends that are not specifically authorized in the Government Rights Clauses, Buyer will formally accept Seller's Deliverable Materials only after obtaining U.S.G. acceptance of such legends. Upon Buyer's written request, Seller, at Seller's sole expense, will, within thirty (30) days of receiving Buyer's written request, remove or correct any Prohibited Markings from its Technical Data and computer software and will promptly resubmit the revised Technical Data and computer software to Buyer. If Seller does not remove or correct the Prohibited Markings and resubmit the revised Technical Data and computer software to Buyer within the allotted thirty (30) day time period, Buyer may remove or correct Seller's Prohibited Markings on the copies of the Deliverable Materials for delivery to the U.S.G. under Buyer's higher tier contract or Prime Contract. This Clause 23 shall survive termination or completion of this Order.

24. INTELLECTUAL PROPERTY RIGHTS

- A. "Intellectual Property" means ideas, inventions, information, works of authorship, and symbols, names, images, and designs embodied in for example, technical data, designs, computer software, mask works, computer models, Data, drawings, formulae, specifications, diagrams, processes, know-how, procedures and technology, and all legal rights therein.
- B. "Works" means physical manifestations of Intellectual Property created under this Order.
- C. "Background Intellectual Property" means Intellectual Property that is (i) in existence prior to the effective date of this Order or (ii) is designed, developed or licensed by a Party after the effective date of this Order independently of both (A) the Work undertaken or in connection with this Order and (B) the Proprietary Information and Intellectual Property of the other Party to this Order.

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- D. “Foreground Intellectual Property” means all Intellectual Property conceived, created, acquired or initially reduced to practice in connection with this Order.
- E. Seller agrees to make prompt and complete written disclosure to Buyer of Foreground Intellectual Property.
- F. Seller agrees that Buyer owns all right title and interest in Foreground Intellectual Property and it is furnished or disclosed as a part of the consideration for this Order. Buyer shall have the full right to use Foreground Intellectual Property in any manner without any claim on the part of Seller and without any duty to account to Seller for such use. Seller hereby assigns to Buyer all of Seller’s rights in any patent or patent application, or other registration or application for registration, or any other intellectual property right, for any Foreground Intellectual Property, and to provide reasonable support at Buyer’s expense for Buyer’s prosecution of any applicable patent application. With respect to copyrightable Work, Buyer and Seller agree that any Foreground Intellectual Property that qualifies as commissioned works under the Copyright Act are considered “works made for hire” with Buyer solely owning any such copyright; otherwise, Seller agrees to assign, and does hereby assign copyright ownership of the Works to Buyer.
- G. Seller agrees that Foreground Intellectual Property will be treated as confidential and proprietary to Buyer and will be marked as “Northrop Grumman Proprietary Information”. Seller further agrees to assert no claims by reason of the use or disclosure of Foreground Intellectual Property by Buyer, its assigns, or its customers. Other than the “Northrop Grumman Proprietary Information” marking, Seller shall not place any markings, restrictive or otherwise, on any Foreground Intellectual Property.
- H. Seller shall not disclose Foreground Intellectual Property to any other entity and shall use Foreground Intellectual Property only for performing Seller’s obligations under this Order and not for the benefit of any other Party. Except as required for the efficient performance of this Order, Seller shall not make copies or permit copies to be made of Foreground Intellectual Property without the prior written consent of Buyer. Except in performing this Order, Seller shall make no use, either directly or indirectly, of any Foreground Intellectual Property or any information derived from Foreground Intellectual Property without obtaining Buyer’s written consent. Upon Buyer’s request, Seller shall transfer to Buyer all existing copies of Foreground Intellectual Property.
- I. Seller agrees not to include any Seller Background Intellectual Property or any third party Intellectual Property in any Products, Services or deliverables without the express written consent of Buyer. If Seller does include Seller or third party Background Intellectual in any Products, Services or deliverables or if Background Intellectual Property is necessary for the use of the Foreground Intellectual Property, Seller hereby grants, and agrees to grant to Buyer an unlimited, irrevocable, paid-up, royalty-free right and license to make, have made, sell, offer for sale, use, execute, display, perform, and, in the case of copyrighted or copyrightable Intellectual Property, reproduce, distribute (internally or externally) copies of, and prepare derivative works of any Seller or third party Background Intellectual Property as necessary for the use of the Foreground Intellectual Property, Products, Services and deliverables.
- J. Seller agrees to keep all information, such as manuals, computer programs/software, specifications, designs, drawings, procedures, and processes, whether or not copyrightable or patentable, which are necessary and sufficient to permit Buyer to make, have made, use, test, qualify, operate, install, integrate, sell, offer for sale and maintain the Foreground Intellectual Property, Products, Services and deliverables (“Required IP”).
- K. If requested by Buyer at any time before closeout of this Order, Seller shall deposit, at Buyer’s expense, the Required IP, with a mutually acceptable escrow agent. Seller shall, from time to time, update, the Required IP as deemed necessary by Seller to include all Required IP necessary for Buyer to exercise the right and license provided in this Subsection (K). Buyer shall have the right to identify any item not included in the Required IP and request that it be added to the Required IP (either by addition to the escrow or, if the Required IP has been released to Buyer, directly to Buyer) in order for Buyer to exercise its rights and licenses hereunder. The terms of such escrow arrangement shall be set forth in a mutually agreed upon escrow agreement (“Escrow Agreement”), including, without limitation, appropriate confidentiality provisions, provided, however, that such Escrow Agreement shall contain at least the following Release Conditions:
1. Buyer shall be entitled to receive a copy of the Required IP; and
 2. Seller hereby grants to Buyer a nonexclusive, irrevocable, royalty free, worldwide nontransferable right and license to copy, use, modify or create derivatives of the Required IP to make, have made, use, test, qualify, operate, install, integrate, sell, offer for sale, maintain, upgrade and repair the Foreground Intellectual Property, Products, Services and deliverables if: (a) Seller ceases doing business in the ordinary course; or, (b) Seller becomes a party to any bankruptcy or receivership proceedings which are not dismissed within sixty (60) days; or (c) Seller fails to meet the delivery schedule associated with this Order as to be in default of this Order (after passage of any cure periods). Subsections (a), (b) and (c) of this clause are, collectively, the “Release Conditions”.
- L. The terms of this Clause 24 shall survive termination or completion of this Order.
- 25. INTELLECTUAL PROPERTY INFRINGEMENT WARRANTY AND INDEMNITY**
- A. Seller shall indemnify, defend, and hold harmless Buyer, its directors, officers, employees, consultants, agents, affiliates, successors, permitted assigns and customers (“Indemnitees”) from and against all claims, suits, actions, awards (including, but not limited to, awards based on intentional infringement of patents known at the time of such infringement, exceeding actual damages and/or including attorney’s fees and/or costs), liabilities, damages, costs and attorney’s fees related to the actual or alleged infringement of any U.S. or foreign intellectual property right (including, but not limited to, any right in a patent, trademark, copyright, industrial design or semiconductor mask work, or based on misappropriation or wrongful use of information or documents) and arising out of the performance of Seller under this Order or the manufacture, sale or use of Products delivered by Seller under this Order, or the provision of Services by Seller under this Order, by either Buyer or Buyer’s customer (“Infringement Claims”). Buyer and/or its customer will duly notify Seller of any such Infringement Claim and Seller will, at its own expense, fully defend such Infringement Claim on behalf of the Indemnitees. Seller will have no obligation under this clause with regard to any infringement arising from (a) the compliance of Seller’s new Product design with formal specifications issued by Buyer where infringement could not be avoided in complying with such specifications or (b) use or sale of Products for other than their intended application in combination with other items when such infringement would not have occurred from the use or sale of those Products solely for the purpose for which they were designed or sold by Seller. Buyer shall notify Seller as soon as practicable and in writing of the allegation, claim, suit, action or other proceeding alleging such infringement and Buyer shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof.
- B. If the manufacture, use or sale of a Product delivered by Seller under this Order is likely to be or is enjoined as a result of a suit, Seller, at no expense to Buyer, shall obtain for Buyer and its customer the right to use and sell the Product or shall substitute an equivalent Product acceptable to Buyer, at its sole discretion, and extend this indemnification thereto.
- C. Notwithstanding the foregoing, when this Order is performed under the authorization and consent of the U.S.G. to infringe U.S. Patents, Seller’s liability for U.S. patent infringement under this Order shall be coextensive with Buyer’s liability.

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- D. For purposes only of this clause and clause 26 below, the term “Buyer” will include Northrop Grumman Corporation and all Northrop Grumman subsidiaries and all directors, officers, agents and employees of Northrop Grumman Corporation or any Northrop Grumman Corporation subsidiary.

26. INDEMNIFICATION

Seller shall indemnify, defend, and hold harmless the Indemnitees, as defined in clause 25 above, from and against all costs, losses, expenses, damages, claims, suits, or any liability whatsoever (including attorneys’ fees), arising out of or in connection with the work to be performed hereunder, including the Products to be sold hereunder, or any act or omission or any violation of any applicable law, executive order, or regulation, of or by Seller, its agents, employees, or subcontractors, except to any extent otherwise expressly provided for elsewhere within this Order. “Buyer will inform Seller of any claim, demand or suit asserted or instituted against it and, with Buyer’s consent, permit Seller to defend the same or make settlement in respect thereof. Buyer shall have the right to participate in the defense of any such claim, demand or suit with counsel of its choosing at Buyer’s expense and Seller may not settle, compromise or consent to the entry of any judgment in respect thereof, without Buyer’s prior written consent, unless such settlement, compromise or consent: (i) includes an unconditional release of Buyer from all liability arising out of such claim, demand or suit; (ii) is solely monetary in nature and (iii) does not include an admission of fault by Buyer or otherwise adversely affect Buyer. If Seller fails to indemnify, defend and hold harmless Buyer as provided in this clause, then Seller shall pay for any damages, attorney’s fees, and any other fees, costs, and expenses that may be incurred by Buyer in the prosecution of any action to enforce the provisions of this clause.

27. PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA / NON-COMPLIANCE WITH CAS

- A. Buyer’s Prime Contract or subcontract with its customer under which this Order is issued contains a clause that entitles the U.S.G. or a U.S.G. prime contractor or subcontractor to reduce Buyer’s contract price, or any costs reimbursable thereunder, where the U.S.G. determines that such price or cost was increased by any significant sum because Seller or any of its subcontractors furnished defective cost or pricing Data to Buyer in connection with the award of this Order. Seller shall indemnify, defend, and hold harmless the Indemnitees from and against all costs, losses, expenses, damages, claims, suits, or any liability whatsoever (including attorney’s fees), arising out of or in connection with or resulting from such determination and action taken by the customer to the extent that such action is taken on the basis that Buyer’s contract, or any cost reimbursable thereunder, was increased by any significant amount because Seller or any of its subcontractors furnished defective cost or pricing Data to Buyer in connection with the award of this Order.
- B. As Seller’s exclusive remedy for relief from such a determination by the U.S.G., Seller shall have the right to assert in Buyer’s name at Seller’s expense, Buyer’s right to appeal from such determination under the Disputes clause, if any, of Buyer’s contract with its customer. The determination of the U.S.G. Contracting Officer or, if such an appeal is taken, the decision on appeal shall be final and conclusive between Buyer and Seller, to the extent provided in such Disputes clause. If Seller desires to assert in Buyer’s name and at Seller’s expense, Buyer’s rights described in such Disputes clause, if any, in Buyer’s contract with its customer, to have questions decided by the courts, any final judgment by the courts, is binding upon Seller insofar as it relates to this Order. In the event Buyer does not have the right of appeal to a U.S.G. contract appeals board and is therefore unable to make such right available to Seller, the determination of the U.S.G. Contracting Officer, if binding upon Buyer, shall in turn be binding upon Seller insofar as it relates to this Order; provided, however, if Buyer elects not to bring suit against its customer with respect to any such determination, Buyer shall notify Seller with reasonable promptness and Seller shall have the right to bring suit against the customer in a court of competent jurisdiction in Buyer’s name, but at Seller’s expense. If Buyer or Seller brings suit against the customer, a final judgment of any such suit shall be binding upon Seller and Buyer under this Order. The rights and obligations described herein shall survive completion of and final payment under, or termination of, this Order.
- C. The provisions hereinabove shall also be applicable to any adjustments in the price of this Order as prescribed in FAR 52.230-2, “Cost Accounting Standards” or FAR 52.230-3, “Disclosure and Consistency of Cost Accounting Practices”, if such clause applies.

28. INSURANCE

- A. Seller and its subcontractors, at their sole cost and expense, will at all times, prior to commencement and throughout the period of performance of this Order, maintain with reputable insurance companies that are authorized to do business under the laws of the jurisdiction in which the work is being performed, insurance coverage in the minimum amounts as indicated below:
1. Worker’s Compensation insurance coverage (or DBA, LS&H or local equivalent outside the U.S.) as required by the laws of the jurisdiction in which the work is performed sufficient to cover all of its general and special employees and such insurance shall provide waiver of subrogation against Buyer.
 2. Employer Liability insurance in the amount of \$1,000,000.
 3. Commercial General Liability (CGL) (ISO form CG 0001 12/04 or equivalent) with a Combined Single Limit of \$2,000,000 bodily injury and/or property damage. Coverage shall include but not necessarily be limited to, premises and operations, Products and completed operations and contracts.
 4. Automobile Liability (AL) – Combined Single Limit of \$2,000,000 bodily injury and/or property damage covering all owned, hired and non-owned vehicles.
 5. If work involves Aviation or Spacecraft Products, Aviation Products Liability with a CSL of \$100,000,000. In addition, for any Seller who will be responsible for aircraft in their care, custody and control, Hangarkeeper’s Liability Insurance with adequate limits to cover all such aircraft at any one location.
 6. If project involves ownership or lease of an aircraft on Buyer’s behalf, Aviation Hull and War Risk for Replacement Cost or Agreed value.
 7. For Foreign Direct Sales, such insurance as mandated by the country involved.
 8. Additional insurance types and/or limits will be necessary if the work involves special or hazardous operations. The special or hazardous operations include, but are not limited to: information technology / cyber risk, aviation operations or products, operations involving the nuclear hazard , providing professional engineering advice, large construction projects (above \$5,000,000) hazardous waste, dispensing of medical care, food service (including liquor liability), crane operation, work above ground, work below ground, and demolition or explosives. Following are examples for additional types of insurance:
 - a. Errors and omissions or professional liability
 - b. Commercial Crime, including employee dishonesty coverage, and if relevant, computer crime and wire transfer coverage, with limits of at least \$5 million per occurrence. Coverage must apply to loss or damage to Buyer (or to third parties for whom services are performed), that is caused by Seller’s employees.
 - c. Environmental impairment liability or pollution liability insurance with a minimum limit of \$10 million per event, \$10 million aggregate covering the Seller’s relevant locations under this agreement.
 - d. Warehouse liability insurance with a minimum limit of \$10 million, covering the Seller’s relevant locations under this agreement. Coverage must not contain exclusions for financial records of any kind.
 9. Such other insurance as Buyer may require as set forth in this Order or an attachment hereto.

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10. Limits required may be met by any combination of primary and umbrella/excess insurance.
 11. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Seller.
 12. The insurance required under this Order must be placed with insurers rated "A-" or better by A.M. Best Company, Inc.
 13. The duty to defend, indemnify, and hold harmless Buyer under this agreement shall not be limited by the insurance required in this Order.
- B. The insurance required in this Order shall include the following provisions:
1. Seller shall waive the insurer's rights of recovery and subrogation against Buyer;
 2. The insurance required in items 2,3,4 and 5 above shall name Buyer as an additional insured;
 3. Seller's insurance coverage shall be primary (i.e. pay first) as respects any insurance, self-insurance or self-retention maintained by Buyer and any insurance, self-insurance or self-retention maintained by Buyer shall be excess of Seller's insurance;
 4. Severability of interests wording in all policies and endorsements;
 5. The legal defense provided to Buyer under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for Buyer is necessary;
 6. The insolvency or bankruptcy of the insured Seller shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Seller from meeting the retention limit under the policy.
- C. If requested, Seller shall provide a Certificate of Insurance to the Buyer's Authorized Representative evidencing Seller's compliance with these requirements. Seller shall also furnish renewed certificates upon request of Buyer's Authorized Representative.

29. EXCUSABLE DELAY – FORCE MAJEURE

Except for a default of Seller's subcontractor at any tier, neither Buyer nor Seller shall be liable for any failure to perform due to any cause beyond its reasonable control and without its fault or negligence. Such causes include, but are not limited to: (1) acts of God or of the public enemy; (2) acts or failure of any government in either its sovereign or contractual capacity; (3) fires, floods, epidemics, terrorism, quarantine restrictions, strikes, freight embargoes, nuclear incident, or any other act or event beyond reasonable control and without the fault of either Party or its subcontractors. In the event that performance of this Order is hindered, delayed, threatened to be delayed, or adversely affected by causes of the type described above, then the Party whose performance is so affected shall immediately notify the other Party's authorized representative in writing, including all relevant information with respect thereof, and shall likewise notify promptly of any subsequent change in the circumstances, and at Buyer's sole option, this Order shall be completed with such adjustments to delivery schedule as are reasonably required by the existence of such cause or this Order may be terminated for convenience.

30. LABOR DISPUTES

Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance of this Order, Seller shall immediately give notice to Buyer's Authorized Representative and provide all relevant information including, but not limited to, nature of dispute, labor organizations involved, contingency plans regarding the protection of Buyer's Order, and estimated duration. Seller shall also provide updated reports throughout the dispute duration. Seller agrees to insert the substance of this clause, including this sentence, in any lower-tier subcontract where a labor dispute might delay timely performance of this Order.

31. COMPLIANCE WITH LAWS

- A. Seller shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.
- B. Environmental Health and Safety Performance and REACH Compliance. Seller represents, warrants and covenants that:
1. Seller shall maintain environmental, health and safety management systems as appropriate to ensure compliance with applicable federal, state and local requirements. Seller further agrees to continuously promote a safe and healthy workplace and a sustainable environment related to water and air quality, water and energy conservation, greenhouse gas emission reductions, solid and hazardous waste reductions. Seller shall convey the requirement of this clause to its suppliers.
 2. Seller shall comply with any and all European Union (EU) Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) regulation obligations with respect to any of the Products delivered by Seller to Buyer under the terms of this Order.
 3. Seller must provide Buyer with a list of Substances contained in any of the Products that were included on the Candidate List published by ECHA. Thereafter, if a Substance is added to the Candidate List by ECHA, and that Substance is also contained in any Products, Seller must notify Buyer within fifteen (15) days following publication of the list.
 4. By accepting this Order, Seller recognizes and agrees that Buyer will thereafter act in reliance on Seller's acceptance of this Order as a contractual commitment that it is in compliance with EU REACH regulations, subject to the further provisions below.
 5. Should any Products contain Substances listed on the Candidate List that are above 0.1% on a weight by weight basis within that Product, Seller shall provide Buyer with so-called Safe-Use information, pursuant to the provisions of REACH Article 33 and shall maintain the REACH database for the life of this Order.
 6. As indicated, Buyer will act in reliance on the statements and commitments Seller makes regarding the Candidate List status of each of the Substances contained in any of the Products. If Seller fails to comply with the provisions of this clause, Buyer may consider whether such failure constitutes a breach of this Order sufficient to warrant Termination for Default in accordance with the terms of this Order. Moreover, in the event failure to timely comply with these provisions results in a business interruption of Buyer's operations, Buyer will seek to recover the damages, including financial losses, it suffers as a consequence of such failure.
 7. Seller is responsible for ensuring that the Products conform to and are compliant with the restrictions included in Annex XVII of the REACH Regulation and/or are otherwise authorized for use in accordance with Annex XIV of the REACH Regulation (in each case where relevant).

For purposes of this clause, the terms "Substance" and "Candidate List" shall have the same meaning as are given those terms in REACH and the list of substances currently on the candidate list can be found at <http://echa.europa.eu/web/guest/candidate-list-table>.

- C. Anti-Corruption Compliance. Seller represents, warrants and covenants that:
1. It has not and will not, directly or indirectly, pay, promise, offer, or authorize the payment of any money or anything of value in connection with this Order to: (i) an officer, employee, agent or representative of any government, including any department, agency, or instrumentality thereof or any person acting in an official capacity thereof; (ii) a candidate for political office, any political party or any official of a political party; or (iii) any other person or entity while knowing or having reason to know that all or any portion of such payment or thing of value will be offered, given or promised, directly or indirectly, to any person or entity for the purpose of assisting Buyer in obtaining or retaining business, or an improper business advantage. Without limiting the generality of the foregoing, Seller shall not directly or indirectly, pay, promise, offer, or authorize the payment of any facilitating payment intended to expedite or secure performance of a routine governmental action, such as, customs clearance on behalf of Buyer.
 2. No gifts, travel expenses, business courtesies, hospitalities or entertainment of any nature have been or will be accepted or made in connection with this Order where the intent of was, or is, to unlawfully influence the recipient of the gift, travel expense, business

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courtesy, hospitality or entertainment. Seller also represents that any gifts, travel expenses, business courtesies, hospitalities or entertainment offered or provided shall meet the following conditions:

- i. be permitted under the U.S. Foreign Corrupt Practices Act (FCPA) and the laws and regulations of the country in which this Order will be performed;
 - ii. be consistent with applicable social and ethical standards and accepted business practices;
 - iii. be of such limited value as not to be deemed a bribe, payoff or any other form of improper inducement or payment; and
 - iv. be of such nature that its disclosure will not cause embarrassment for Buyer.
3. Upon written notice, Buyer or its authorized representatives may audit all pertinent books, records, work sites, offices, and documentation of Seller in order to verify compliance with this clause.
 4. Breach of any of the foregoing provisions of subparagraphs C.1. through C.2. of this clause by Seller shall be considered an irreparable material breach of this Order and shall entitle Buyer to terminate this Order immediately without compensation to Seller.
- D. Seller shall comply with the requirements of 41 CFR 60-1.4(a). This regulation applies to all Orders regardless of value of the Order, and Seller shall flow this clause to all lower tier suppliers. This regulation prohibits discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

32. EXPORT / IMPORT AND SANCTIONS COMPLIANCE

A. Export and Sanctions Compliance.

General. Performance of this Order may involve the use of or access to articles, Technical Data or software that is subject to export controls under 22 United States Code 2751 – 2799aa-2 (Arms Export Control Act) and 22 C.F.R. 120-130 (International Traffic in Arms Regulations or “ITAR”) or 50 United States Code 4801 – 4826 (Export Control Reform Act of 2018), 15 C.F.R. 730-774 (Export Administration Regulations), 50 United States Code 1701-1708, (International Emergency Economic Powers Act, as amended), and their successor and supplemental laws and regulations, or may implicate U.S. sanctions laws and regulations, including those administered by the U.S. Department of Treasury Office of Foreign Assets Control in 31 C.F.R. 500-599, their successor and supplemental laws and regulations, or the export control and economic sanctions laws and regulations of the jurisdiction in which Seller conducts any performance of this Order (collectively hereinafter referred to as the “Export and Sanctions Laws and Regulations”). Seller shall comply with any and all applicable Export and Sanctions Laws and Regulations, and any authorization(s) issued thereunder.

1. Seller represents that it maintains an effective export compliance program in accordance with the applicable Export and Sanctions Laws and Regulations.
2. Seller represents that it has disclosed to Buyer in writing the country in which it is incorporated/authorized/organized to do business, and all nationalities of any dual or third-country national employees who will require access to any export-controlled Data, articles, or services provided hereunder. Seller agrees to immediately notify Buyer of any change in the information provided under this paragraph A.2.
3. Seller shall not re-transfer any export-controlled articles or information (e.g. Technical Data or software) to any other non-U.S. person or entity (including Seller’s dual and/or third-country national employees) without first complying with all the requirements of the applicable Export and Sanctions Laws and Regulations. Prior to any proposed re-transfer, Seller shall first obtain the written consent of Buyer. No consent granted by Buyer in response to Seller’s request shall relieve Seller of its obligations to comply with the provisions of paragraph A. of this clause or the Export and Sanctions Laws and Regulations, nor shall any such consent constitute a waiver of the requirements of paragraph A. hereinabove, nor constitute consent for Seller to violate any provision of the Export and Sanctions Laws and Regulations.
4. Seller agrees to cooperate with any reasonable request by Buyer for information or documentation required for Seller to obtain export authorizations or otherwise comply with applicable Export and Sanctions Laws and Regulations.

B. Political Contributions, Fees and Commissions.

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

1. For purposes of this clause and pursuant to 22 C.F.R. 130.6, “political contribution” means any loan, gift, donation or other payment of \$1,000 or more made, or offered or agreed to be made, directly or indirectly, whether in cash or in kind, which is:
 - a. To or for the benefit of, or at the direction of, any non-U.S. candidate, committee, political party, political faction, or government or governmental subdivision, or any individual elected, appointed or otherwise designated as an employee or officer thereof; and
 - b. For the solicitation or promotion or otherwise to secure the conclusion of a sale of Defense Articles or Defense Services to or for the use of the armed forces of a non-U.S. country or international organization. Taxes, customs duties, license fees, and other charges required to be paid by applicable law or regulation are not regarded as political contributions.
2. For purposes of this clause and pursuant to 22 C.F.R. 130.5, “fee or commission” means any loan, gift, donation or other payment of \$1,000 or more made, or offered or agreed to be made directly or indirectly, whether in cash or in kind, and whether or not pursuant to a written contract, which is:
 - a. To or at the direction of any person, irrespective of nationality, whether or not employed by or affiliated with Seller; and
 - b. For the solicitation or promotion or otherwise to secure the conclusion of a sale of Defense Articles or Defense Services to or for the use of the armed forces of a non-U.S. country or international organization.

Seller agrees to provide prompt notification to Buyer should any offer, agreement or payment of political contributions, fees or commissions (as defined here in and pursuant to this Order) be made in contravention of the prohibition in this Section B.

C. Export Jurisdiction/Classification.

1. For all Products furnished by Seller to Buyer, Seller shall provide to Buyer the export classification under the export control laws and regulations of the applicable country of origin for such Products (“Local Export Classification”). If Seller is not the original equipment manufacturer for a Product Seller furnishes to Buyer, Seller shall obtain the Local Export Classification for such Product from its source of supply.
2. If any Product furnished by Seller to Buyer is subject to the ITAR (i.e., contains any ITAR-controlled content, or was produced using ITAR-controlled Technical Data or ITAR-controlled defense services), or “Subject to the EAR”) as defined in Part 734 of the Export Administration Regulations (i.e., is U.S.-origin, or contains more than applicable de minimis levels of controlled U.S. content as defined in 15 C.F.R. 734.4 and Supplement 2 to Part 734 of the EAR, or is the “foreign-produced direct product of U.S.-origin software or technology” as described in 15 C.F.R. 736.2(b)(3)), Seller shall provide the applicable Export Control Classification Number (“ECCN”) or ITAR categorization for such Products, except when Seller is manufacturing to Buyer’s design. If Seller is not the original equipment manufacturer, Seller shall obtain the ECCN or ITAR classification information from its source of supply. As applicable, Seller will

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include the ECCN or ITAR designation on its packing slips and shipping documentation and also provide the ECCN or ITAR designation to Buyer on Buyer's request. If Seller's Product is not subject to the ITAR or "Subject to the EAR," Seller shall certify to Buyer that the Product is not subject to the ITAR or Subject to the EAR. Following the provision to Buyer of such certification, Seller need not include the ECCN or ITAR designation on its packing slips and shipping documentation.

D. **Import Compliance.**

Seller shall comply with all U.S. Customs and Border Protection laws and regulations (e.g., 19 C.F.R.) and all other applicable U.S. government regulations pertaining to importations of Products and materials into the United States under this Order. When requested by Buyer, Seller shall provide Buyer with any documentation that is reasonably necessary for Buyer to comply with any applicable import regulations including U.S. Customs and Border Protection regulations. Seller will timely provide pre-alert shipping information and documentation prior to shipment arrival to the U.S. Buyer will direct Seller where to send pre-alert shipping information and documentation. Pre-alert shipping documentation includes, but is not limited to, a commercial invoice, airway bill, bill of lading, and other required documentation as directed by U.S. regulations and Buyer.

33. NOTIFICATION OF STATUS CHANGES

- A. By Accepting this Order, Seller certifies that all Seller qualifications and business information, representations and certifications applicable to this Order remain valid. If Seller's status under any of the applicable representations and certifications has changed, Seller must complete and submit to Buyer's Authorized Representative revised representations and certifications prior to taking any action indicating Acceptance as stated on the face of the Order.
- B. Seller agrees to provide prompt notification to Buyer of any event or change in circumstances that could affect Seller's performance under this Order such as ineligibility to contract with U.S.G., debarment, assignment of consent agreement, designation under the sanctions laws and regulations of the United States or any jurisdiction where Seller conducts activities under this Order, acquisition of a majority interest in Seller by a party designated under the sanctions laws of the United States or any jurisdiction where Seller conducts activities under this Order, acquisition of a majority interest in Seller by a party in a country subject to U.S. economic sanctions or arms embargo, potential violation of Export and Sanctions Laws and Regulations (or authorizations issued thereunder), initiation or existence of a governmental investigation, change in Seller's name or legal form, change in place of performance, decrease in manufacturing capacity, diminishing manufacturing sources or material shortages, increase in production requirements, labor reductions, financial or organizational conflicts of interest, and significant financial conditions requiring any of the preceding changes.
- C. Seller shall provide written notification to Buyer prior to making any changes to Seller's tooling, facilities, materials, or processes, and/or shall provide written notification to Buyer upon becoming aware of any such changes by Seller's Subcontractors at any tier, that could affect Seller's performance under this Order. This requirement includes changes to fabrication, assembly, handling, inspection, Acceptance, testing, manufacturing location, parts, materials, or suppliers. Seller shall notify Buyer of any pending or contemplated future action to discontinue Products purchased pursuant to this Order and shall allow Buyer to submit a forecast of expected annual usage prior to Seller finalizing its decision to discontinue the Products. Seller shall provide Buyer with a "Last Time Buy Notice" at least twelve (12) months prior to the actual discontinuance. Seller shall extend opportunities to Buyer to place last time buys of such Products with deliveries not to exceed one hundred eighty (180) days after the last time buy date. Seller shall flow down to Subcontractor(s) the requirements of this Clause and all other applicable flow down provisions.
- D. Sellers that have provided anti-corruption compliance due diligence information (e.g., related to Seller's ownership and personnel, subsidiaries and third parties, including but not limited to Buyer's due diligence questionnaire, and related certifications) to a Buyer representative or through Buyer's Global Trust website shall provide Buyer with prompt notification and details of any changes to its owners, officers, directors or other information contained in such due diligence materials, and agrees to promptly cooperate with Buyer and provide additional information reasonably requested related to such changed information. In the event of a material change to the owners, offices, directors or other information contained in the due diligence material supplied to Buyer, Buyer reserves the right to suspend performance under this Order by providing written notice to Seller in order for Buyer to conduct anti-corruption due diligence upon such changed circumstances.

34. PROHIBITED ACTIVITIES AND CONTACTS

- A. **Activity Prohibitions.** For Sellers delivering goods or performing services outside of the United States, unless specifically authorized in writing by Buyer, Seller shall not engage in any of the following activities on behalf of the Buyer under this agreement: acting as an agent of the Buyer; marketing or sales promotion; lobbying; freight forwarding; consulting services; performing offset (industrial participation) consulting or brokering services; acting as a distributor or reseller; or activity as a joint venture party.
- B. **Contact Prohibitions.** For Sellers delivering goods or performing outside of the United States, unless specifically authorized in writing by Buyer, Seller shall not contact, either directly or indirectly, public officials of any country other than the U.S., United Kingdom, Canada, Australia, Belgium, Denmark, Netherlands, New Zealand, Norway, Sweden, Germany, France, or Italy in furtherance of its performance on behalf of Buyer under this agreement.

35. RELEASE OF INFORMATION OR ADVERTISING

- A. Except as required by law, Seller shall not release to anyone outside Seller's organization any information, or confirmation or denial of same, with respect to this Order or the subject matter hereof without the prior written approval of Buyer. Requests for approval shall be made at least fifteen (15) days before the proposed date for release and shall identify the specific information to be released, the medium to be used, and the purpose for the release. Additionally, Seller shall not use the name "Northrop Grumman" or any other Buyer trade name, any Products, parts thereof or replicas of Products, or in any other way identify Buyer in any advertisement, display, news release, or other disclosure without Buyer's prior written consent. The Parties agree that in the event a news release is so approved and made, such news will recognize Buyer and Seller.
- B. The Seller agrees to insert the substance of this clause, including this sentence, in any lower tier subcontract. Seller shall submit requests for authorization to the Buyer.

36. PARTIAL INVALIDITY, NONWAIVER, REMEDIES

If any provision in this Order is or becomes void or unenforceable by force or operation of law, all other provisions shall remain valid and enforceable. A Party's failure at any time to enforce any provision of this Order shall not constitute a waiver of the provision or prejudice a Party's right to enforce that provision at any subsequent time.

37. RELATIONSHIP OF THE PARTIES

The relationship of Seller to Buyer shall be that of an independent contractor and nothing contained herein shall be construed as creating any employer/employee, agency, or other relationship of any kind. Seller's employees, agents or representatives (hereinafter "Employees") performing under this Order shall at all times be under Seller's direction and control. Seller shall pay all wages, salaries, and other amounts due its Employees in

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connection with this Order and shall be responsible for all reports and obligations for its Employees. Under no circumstance shall Seller be deemed an agent or representative of Buyer or authorized to commit Buyer in any way.

38. ANTI-TRAFFICKING IN PERSONS

- A. Seller is prohibited from engaging in activities that support or promote trafficking in persons, including, but not limited to, any of the following:
1. Trafficking in persons, including, but not limited to the following:
 - a. sex trafficking; or
 - b. the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, debt bondage, or slavery.
 2. The procurement of a commercial sex act;
 3. The use of forced labor in the performance of company business;
 4. The use of misleading or fraudulent recruitment activities;
 5. Charging employees recruitment fees;
 6. Failing to pay for the return transportation at the end of employment for an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working;
 7. Providing or arranging housing that fails to meet the host country housing and safety standards; or
 8. If required, failing to provide an employment contract, recruitment agreement, or similar work document in writing, in the individual's native language and prior to the individual departing from his or her country of origin.
- B. Seller represents and warrants that it shall abide by and comply with the requirements of this clause. Further, Seller shall require its employees, agents, contract labor and subcontractors to abide by and comply with the requirements of this clause.
- C. Upon written notice, Buyer or its Authorized Representatives may audit all pertinent books, records, work sites, offices, and documentation of Seller in order to verify compliance with this clause. Seller will, in all of its lower-tier subcontracts and contracts relating to any Buyer Order, include provisions which secure for Buyer all of the rights and protections provided for within this clause.
- D. Seller acknowledges that if Seller or any of its employees, agents, contract laborers or subcontractors engages in any of the prohibited activities in this clause, this Order is subject to termination.
- E. Whenever Seller has knowledge, whether substantiated or not, that any actual or suspected violation of this clause has occurred, Seller shall immediately give written notice to Buyer's Authorized Representative and provide all relevant information including, but not limited to, the nature of the actual or suspected violation.
- F. Seller shall provide its full cooperation during any subsequent investigation of the actual or suspected violation by Buyer, Buyer's representative, or cognizant government agency. Seller's cooperation shall include, but not be limited to, permitting inspection of its work sites, offices, and documentation, as necessary to support any investigation.
- G. Seller agrees to insert the substance of this clause, including this sentence, in any lower-tier subcontract.

39. FACILITY SECURITY AND SAFETY

- A. If this Order requires Seller's personnel, including its employees and subcontractors ("Seller Engaged Personnel"), to enter premises which are owned, operated or managed by Buyer or its customer, Seller shall (1) comply with all safety rules and requirements as may be prescribed by Buyer or Buyer's customer, as well as the laws of the State where such premises are located; and (2) take such additional precautions as Buyer may reasonably require for safety and accident prevention purposes, including safety training. Seller agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of Seller, US Government, and Buyer personnel performing or in any way coming in contact with Seller's performance of this Order. Any violation of such rules and requirements, unless promptly corrected as directed by Buyer, shall be grounds for termination of this Order in accordance with the Termination for Default clause herein. Seller Engaged Personnel, including delivery personnel, may not bring firearms, cameras, alcohol, illegal drugs, or unauthorized passengers onto any Buyer premises, nor bring matches or lighters into Buyer secured areas. Seller Engaged Personnel may not enter areas or perform any work where explosives or other serious hazards are present without Buyer's advanced written approval.
- B. Seller is responsible for ensuring that Seller Engaged Personnel entering premises which are owned, operated or managed by Buyer or its customer (1) are properly badged and made aware of applicable security requirements, and (2) at all times display identification badges approved by Buyer. Seller is required to notify Buyer whenever it terminates any Seller Engaged Personnel issued a badge by Buyer, a Buyer badge is lost, or if a problem arises involving Buyer's security requirements. Seller Engaged Personnel obtaining a badge must be capable of reading and understanding Buyer's processes and procedures relevant to duties that Seller Engaged Personnel is to perform on Buyer's premises.

40. STOP WORK ORDER

- A. Buyer may, at any time, by written notification to Seller, require Seller to stop all, or any part of the work called for by this Order for a period of up to one hundred and twenty (120) calendar days after the written notification is delivered to Seller, and for any further period to which the Parties may agree. The notification shall be specifically identified as a Stop Work Order (SWO) issued under this clause. Upon receipt of a SWO, Seller shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the SWO during the period of work stoppage. Within a period of ninety (90) days after a SWO is delivered to Seller, or within any extension of that period to which the Parties shall have agreed, Buyer shall either (1) cancel the SWO; or (2) terminate the work covered by the SWO as provided for in the Termination clause of this Order.
- B. If a SWO issued under this clause is canceled or the period of that SWO or any extension thereof expires, Seller shall resume work. Buyer shall make an equitable adjustment in the delivery schedule or Order price, or both, and this Order shall be modified in writing accordingly, if (1) the SWO results in an increase in the time required for, or in Seller's cost properly allocable to, the performance of any part of this Order, and (2) Seller asserts its rights to the adjustment within twenty (20) days after the end of the period of work stoppage.
- C. If a SWO is not canceled and the work covered by the SWO is terminated for the convenience of Buyer, Buyer shall allow reasonable costs resulting from the SWO in arriving at the termination settlement. If a SWO is not canceled and the work covered by the order is terminated for default, Buyer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the SWO.

41. SUSPECT/COUNTERFEIT PARTS

- A. If DFARS 252.246-7007 and DFARS 252.246-7008 are also applicable to this Order, the provisions of paragraphs (a) – (e) of DFARS 252.246-7007, including its definition of "electronic parts," are incorporated in this paragraph by reference and "Contracting Officer" shall mean "Buyer". Seller shall establish and maintain a material authenticity process that ensures the requirements of these clauses and other authenticity requirements in this Order are met. Seller's obligation to substantiate authenticity shall survive Acceptance of and payment for Products delivered under this Order.

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- B. Seller shall not furnish suspect counterfeit or counterfeit parts to Buyer under this Order. All material delivered under this Order shall be authentic and traceable to the original manufacturer. Seller shall provide authenticity and traceability records to Buyer upon request. Electronic parts shall not be acquired from brokers unless approved in advance in writing by Buyer. Seller shall immediately notify Buyer if Seller cannot provide parts, components, and/or assemblies traceable to the original component manufacturer or the original equipment manufacturer. Upon receipt of such notification, Buyer reserves the right to terminate this Order at no cost to Buyer or require specific material validation test and inspection protocol requirements to Seller.
- C. If Seller becomes aware at any point that parts delivered to Buyer are suspect counterfeit or counterfeit, Seller shall immediately notify Buyer. If suspect counterfeit or counterfeit parts are furnished under this Order or are found in any of the Products delivered hereunder, such items will be impounded by Buyer. Seller shall promptly replace such suspect/counterfeit parts with parts acceptable to the Buyer. Seller shall be liable for all costs relating to the removal and replacement of said parts, including without limitation Buyer's external and internal costs of removing such suspect/counterfeit parts, of reinserting replacement parts and of any testing or validation necessitated by the reinstallation of Seller's Products after suspect/counterfeit parts have been exchanged. Buyer's remedies described herein shall not be limited by any other clause agreed upon between Buyer and Seller in this Order and are in addition to any remedies Buyer may have at law, equity or otherwise under this Order. At Buyer's request, Seller shall return any removed suspect counterfeit or counterfeit parts to Buyer in order that the Buyer may maintain control of such parts and/or turn such parts over to the appropriate authorities for further investigation. For purposes of this clause, Seller agrees that any U.S.G. directive/information or GIDEP alert, indicating that such parts are suspect counterfeit or counterfeit, shall be deemed definitive evidence that Seller's Products contain suspect counterfeit or counterfeit parts.
- D. Seller agrees to insert the substance of this clause, including this sentence, in any lower tier subcontract.
- 42. DIVESTITURES, MERGERS, AND ACQUISITIONS**
- A. Upon Buyer's divestiture of any affiliate, division, business unit, line of business or sector ("divested entity"), Buyer may assign in whole or in part the Products and/or Services that are the subject of this order to that divested entity. Upon execution of an assignment, Buyer shall have no further rights or obligations with respect to the assigned services (with the exception of any unpaid service fees which remain due on the effective date of such assignment) and the divested entity shall become the "customer" of record for those assigned Products/Services.
- B. Divested entities will have the right, for a period of twelve (12) months post-divestiture, to continue to purchase the Products and/or Services covered under this Order, or Buyer may purchase such Products and/or Services under this Order on behalf of the divested entities.
- C. Buyer may access and use the Products and/or Services under this Order to provide transitional services to the divested entity, including transitional access and use of the Products and/or Services by the divested entity, during the transition period at no additional charge (i.e., no charge other than fees otherwise due to supplier under the Order as if the divested entity were a part of Buyer) provided that Buyer is and remains current on the payment of all fees due to supplier under this Order. If applicable, Buyer shall assign software licenses to the divested entity once the transition period ceases.
- D. Buyer shall have the unrestricted right to transfer the software license(s) to its parent and/or any subsidiary or affiliate of Buyer upon written notification to Seller/licensor of such transfer without payment of additional costs or fees.
- E. If Buyer merges with or acquires any affiliate, division, entity, business unit, line of business or sector ("merged entity") that has a pre-existing agreement with Seller at lower pricing than incorporated in this Order, the Parties shall amend this Order to incorporate such lower pricing.
- F. If Buyer merges with or acquires a merged entity that has a need for Seller's Products and/or Services, both Buyer and merged entity will be permitted to make purchases using this Order, including its pricing, in support of the merged entity.
- 43. COMPLETE AGREEMENT**
- This Order is the Parties' final expression of their agreement and is the complete and exclusive statement of all terms and conditions of agreement. This Order supersedes and cancels all prior understandings, proposals, communications, whether oral or written, and agreements between the Parties, whether such understandings, proposals, communications, and agreements were written or oral, concerning the matters addressed in this Order. No course of prior dealings between the Parties, and no usage of trade, shall be relevant to supplement or explain any term used in this Order.
- 44. STANDARDS OF BUSINESS CONDUCT FOR SUPPLIERS AND OTHER TRADING PARTNERS**
- Seller shall comply with the Northrop Grumman Standards of Business Conduct For Suppliers and Other Trading Partners (available at <http://www2.northropgrumman.com/suppliers/Pages/SSBC.aspx>) (the "Northrop Grumman Supplier Code"). Seller shall ensure that its employees are aware of their contribution to Product or Service conformity, their contribution to Product safety, and the importance of ethical behavior. Seller represents and warrants that it has not participated, and will not participate, in any conduct that violates the Northrop Grumman Supplier Code. Seller shall notify Buyer if at any time Seller becomes aware of any actual or suspected violation of the Northrop Grumman Supplier Code. If Buyer determines that Seller is in violation of the Northrop Grumman Supplier Code, Buyer may cancel this Order upon written notice to Seller and Buyer shall have no further obligation to Seller.
- 45. RESPONSE TO AUDIT**
- Buyer shall not be prohibited from providing copies of this Order, including any other document incorporated into this Order, to U.S. federal, state or other regulatory agencies, including but not limited to the regulatory agencies in the Seller's country, or the regulatory agencies of the countries through which the commodities or Products procured by this Order transit, as requested by either Buyer's or government auditors to comply with auditing procedures
- 46. DELIVERY, TITLE, SOURCING**
- A. The Parties expressly agree that time is of the essence and shall remain a material element of this Order and no acts of Buyer, including without limitation, modifications to this Order or Acceptance of late deliveries, shall constitute a waiver of this provision.
- B. Delivery is to be made both in quantities and at times specified herein. Partial shipments are not authorized unless expressly authorized in writing by Buyer. All deliveries shall be strictly in accordance with the applicable quantities and schedules set forth in this Order. Buyer reserves the right to return partial shipments, over shipments and early shipments at Seller's expense. Seller shall be liable for all storage/handling charges incurred as a result of partial shipments, over shipments and early shipments.
- C. Whenever it appears Seller will not meet the delivery schedule, Seller shall immediately notify Buyer of the reason and estimated length of the delay. Seller shall make every effort to avoid or minimize the delay to the maximum extent possible including the expenditure of premium time and most expeditious transportation at Seller's expense.
- D. If Seller is unable to meet the required delivery schedules for any reason, other than a change directed by Buyer, Buyer shall have the option to (1) terminate this Order, and/or (2) fill such Order, or any portion thereof, from sources other than Seller; charge Seller any excess costs of re-procurement; and reduce Seller's Order quantities accordingly at no increase in unit price, without any penalty to Buyer. Alternatively, Buyer may require Seller to provide consideration for the late delivery. This condition shall not limit Buyer's rights and remedies under the Termination for Default clause contained herein.

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- E. If Seller is permitted to use terms other than FCA Sellers Premises, Seller shall provide the name and contact information for all freight forwarders, carriers or cartage agents expected to handle Buyer's cargo. Seller shall provide this information to the Buyer not later than ten (10) days after Order acceptance. Seller proposed freight forwarders, carriers or cartage agents must have a reputation for honesty and a company policy prohibiting bribes and facilitating payments intended to expedite or secure performance of a routine governmental action, such as, customs clearance. Buyer retains the right to deny Seller's use of Seller proposed freight forwarders, carriers or cartage agents within thirty (30) days of Seller notification. Seller shall ensure that Buyer's purchase does not transit through one of the proscribed countries listed in the U.S. ITAR, 22 CFR 126.1.
- 47. PACKAGING, PACKING, MARKING**
- A. Unless otherwise specified in this Order, all shipments are to be made in accordance with Incoterms 2020, Free Carrier (FCA) Seller's Premises.
- B. Prior to exportation, one copy of the required commercial invoice and packing list shall be enclosed in a waterproof envelope or wrapper, clearly marked "Customs Invoice," and securely attached to the outside of the No. 1 shipping container in each shipment. For shipment to the U.S., Seller's invoice will be used as the customs invoice if it meets U.S. Customs Service requirements, but it must be marked "Invoice for Customs Purposes Only". At the time of shipment of the Products ordered herein, Seller shall forward via FAX, or other electronic means, copies of commercial invoices and bills of lading covering each shipment marked to the attention of the Buyer's applicable traffic office.
- C. All goods shall be prepared (cleaned, preserved, etc.) and packed per best commercial practice for export shipment in a manner to comply with carrier regulations and prevent damage or deterioration during handling, shipment and indoor storage for up to ninety (90) days at destination. If requested, Seller shall submit two (2) copies of its proposed packaging procedure and packing design to Buyer for review not less than sixty (60) days prior to first shipment, and shall prepare and package in accordance with said procedure and design.
- D. Each unit container (individual part box or other innermost package), each intermediate container, and each shipping container (shipping box, crate or other outermost package) in each shipment shall be marked with its country of origin clearly in English.
- E. Number and mark each container with a consecutively assigned number and applicable Order number. The No. 1 shipping container in each shipment shall contain one copy in English of the packing list.
- F. The packing list shall include the following information: container number, Order number, item, serial number (as applicable), part number and any applicable test reports.
- G. Unless otherwise specified on the face of this Order, the price stated includes the cost of preparing and packing for shipment, boxing, crating, container marking, furnishing packing lists and test reports.
- H. Shipping documents shall include bar coding or other specialized marking as required by Buyer.
- I. Seller shall provide the applicable Export Control Classification Number (ECCN) or ITAR control statement for all Products furnished by Seller to Buyer. If Seller is a distributor, Seller shall obtain the ECCN or ITAR classification information from its source of supply. If Seller is manufacturing to Buyer's design it shall utilize the ECCN or ITAR classification identified in Buyer's furnished engineering Data. Seller will include the ECCN or ITAR designation on its packing slips and shipping documentation and also provide to Buyer on Buyer's request.
- J. All goods shall be prepared (cleaned, preserved, etc.) and packed per Military Standard Packaging, when required, or best commercial practice for export shipment in a manner to comply with carrier regulations and to prevent damage or deterioration during handling, shipment and indoor storage for up to ninety (90) days at destination. Wood Packaging Materials must meet International Standards for Phytosanitary Measures (ISPM) No. 15. If requested, Seller shall submit two (2) copies of its proposed packaging procedure and packing design to Buyer for review not less than sixty (60) days prior to the fabrication of the container required for first shipment, and shall prepare and package in accordance with said procedure and design.
- 48. {RESERVED}**
- 49. INSPECTION**
- A. Buyer and its customer may inspect and test material, work in progress, Products and/or Services at all times and places during manufacture and otherwise. No inspection (including source inspection), test, approval (including design approval), or Acceptance of Products or Services, or failure to inspect and Accept or reject Products or Services, shall relieve Seller from responsibility for any defects or other failure to meet the requirements of this Order, or for latent defects, fraud, such gross mistakes that amount to fraud, or Seller's warranty obligations, nor impose liability on Buyer.
- B. Seller shall not substitute materials or accessories, even if Seller believes they are of superior quality, without written consent of Buyer.
- C. Unless otherwise stated in Buyer's specifications, the latest revision of applicable standards, specifications, or similar documents shall apply. If the Products are specifically manufactured for Buyer in accordance with drawings, designs, or specifications furnished by Buyer: (1) Seller shall provide and maintain an inspection and quality control system acceptable to Buyer and provide access to Seller's facilities and applicable documented information including all lower-tier subcontractors' facilities used in performance of this Order at all reasonable times, and without additional charge, for inspection by Buyer's agents, employees, Buyer's Customer and any applicable regulatory authority, and shall provide all tools, facilities, and assistance reasonably necessary for inspection relating to the performance of this Order; and (2) Seller shall maintain adequate and authenticated inspection and test documents which relate to work performed under this Order for a period of three years after completion of this Order or as otherwise specified in this Order, and shall make such records available to Buyer upon request; (3) Seller shall supply Buyer with inspection and test reports, affidavits, certifications, technical documents generated or related to this Order, or any other documents as may reasonably be requested by Buyer; (4) Seller shall notify Buyer's Authorized Representative in writing of any changes in Product and/or process definition and obtain Buyer's written approval prior to proceeding; and (5) Seller agrees to insert the substance of this clause, including this sentence, in any lower-tier subcontract.
- D. Final inspection and Acceptance by Buyer shall be at point of receipt by Buyer, unless otherwise specified in this Order.
- 50. OFFSET COMMITMENT (This clause shall only apply to Orders/Industrial Cooperation in excess of two hundred fifty thousand U.S. dollars \$250,000.00).**
- A. Definition: "Offset" means the obligations that Buyer undertakes, including those characterized as industrial cooperation, to assist a customer country in reducing any trade imbalance caused by its purchase of Buyer's Products or Services
- B. Offset credits resulting from this Order and any credits resulting from orders placed hereunder to Seller's suppliers and subcontractors are the exclusive property of Buyer and may be used by Buyer and its affiliates and subsidiaries to fulfill its Offset obligations.
- C. Seller shall provide a copy to NGOffset@ngc.com of each purchase order or subcontract placed under this Order which is with a non-U.S. source and exceeds \$100,000.00. Seller shall also provide any information and assistance to Buyer that Buyer may reasonably request in support of Buyer's efforts to secure Offset credit.
- D. Seller agrees to insert the substance of this clause, including this sentence, in any lower-tier purchase order or subcontract.

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51. CUSTOMS TRADE PARTNERSHIP AGAINST TERRORISM (CTPAT) PROGRAM

- A. Buyer supports the U.S. Customs and Border Protection (CBP) in the Customs-Trade Partnership Against Terrorism (CTPAT) program. This program is designed to protect the supply chain from the introduction of terrorist contraband (weapons, explosives, biological, nuclear or chemical agents, etc.) in shipments originating from off-shore of the United States to Buyer, drop shipments to its sub-tier suppliers, or drop shipments to its customers originating from off-shore of the United States. Seller shipments through U.S. importers, from manufacturers in foreign countries, and brokers/freight forwarders/carriers must be with transportation companies that are CTPAT validated by the U.S. Customs Service. In addition, Seller agrees to take such reasonable measures as may be required by Buyer to ensure the physical integrity and security of all shipments under this Order against the unauthorized introduction of harmful or dangerous materials, drugs, contraband, weapons or weapons of mass destruction or introduction of unauthorized personnel in transportation conveyances or containers. Such measures may include, but are not limited to, physical security of manufacturing, packing and shipping areas, restrictions on access of unauthorized personnel to such areas; personnel screening to the maximum limits of law or regulations in Seller's or manufacturer's country; and development, implementation and maintenance of procedures to protect the security and integrity of all shipments. Contact Buyer's Authorized Representative for assistance in identifying transportation companies that are validated under the CTPAT program. Information about CTPAT can be found at www.cbp.gov.
- B. Ocean/Land Container Shipments. Seller agrees to ensure the physical integrity and security of all ocean/land containers under this Order against the unauthorized introduction of harmful or dangerous materials, drugs, contraband, or weapons (including Weapons of mass destruction), or introduction of unauthorized personnel in transportation conveyances or containers. Seller's security measures must include, but are not limited to, physical security of manufacturing, packing and shipping areas, restrictions on access of unauthorized personnel to such areas. Staged ocean and land containers must be secured from unauthorized access, and the immediate surrounding areas must be inspected on a regular basis to ensure these areas remain free of visible pest contamination. Seller acknowledges that ocean and land border container shipments made under this Order must be with certified and validated transportation providers participating in their country's respective trade security program (Authorized Economic Operator, Partnership in Protection, Trusted Trader, CTPAT, or equivalent). Seller shall use International Standard Organization (ISO) 17712 high security seals and have written procedures that document and control access, distribution, controls in transit, and destruction of ISO 17712 seals. Transportation providers must notify the Buyer of the date, time, location, and reason any seal in transit is broken/replaced. Upon notification, Buyer, or its designee, may audit all pertinent records relating to the above and identify procedures in order to verify compliance with the requirements of this provision. Seller acknowledges that it has reviewed its supply chain security procedures and contractual terms with its transportation providers and by acceptance of this Order Seller certifies that its security procedures and transportation provider's contractual terms adhere to this clause and are in accordance with trade security requirements of its respective country.

52. CONFLICT MINERALS

If Seller is providing Products to Buyer under this Order, Seller shall use commercially reasonable efforts to:

- A. identify whether such Products contain tin, tantalum, gold or tungsten;
- B. determine whether any such minerals originated in covered countries, as defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"); and
- C. perform appropriate due diligence on its supply chain in support of Buyer's obligations under the Act.

In addition, Seller shall, as soon as reasonably practicable following the completion of the calendar year, provide a completed Conflict Minerals Reporting Template, using the form found at <http://www.responsiblemineralsinitiative.org/conflict-minerals-reporting-template/>. If requested, Seller will promptly provide information or representations that Buyer reasonably believes are required to meet Buyer's conflict minerals compliance obligations.

53. DISPOSAL OF PRODUCTS

Seller shall not sell, or otherwise dispose of as scrap or otherwise, any completed or partially completed or defective Products without defacing or rendering such Products unsuitable for use. Upon completion or termination of this Order, Seller shall, at Seller's expense, dispose of all Products, including partially completed Products, as required or directed by Buyer.

54. RESIDENT REPRESENTATIVES

Buyer reserves the right to assign representatives on an itinerant or resident basis at Seller's facilities or those of lower-tier subcontractors for the purpose of maintaining surveillance activities, including the right to witness any or all tests performed as part of the requirements of this Order. Seller shall provide Buyer's representatives with reasonable facilities and equipment, and unescorted free access to all areas essential to the proper conduct of the aforementioned activity throughout all phases of engineering, manufacturing, testing, packaging and shipping. In addition, Seller agrees to make available to Buyer's representatives pertinent planning, status, and forecast information and such other technical and management reporting as may be necessary for Buyer's representatives to carry out their responsibilities.

55. {RESERVED}

56. PRIVACY - PROCESSING OF PERSONAL INFORMATION (Applicable Only to the Processing of Personal Information)

- A. Definitions
1. "Affiliate" means any person or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with Buyer.
 2. "Controller" means any Person or organization that, alone or jointly with others, determines the purposes and means of the Processing of Personal Information.
 3. "Government Authority Request" means any subpoena, warrant, or other judicial, regulatory, governmental or administrative order, proceeding, demand or request (whether formal or informal) by a non-EU government or quasi-governmental or other regulatory authority (including law enforcement or intelligence agencies) seeking or requiring access to or disclosure of Personal Information.
 4. "Personal Information" means any information relating to an identified or identifiable Person, including, but not limited to name, postal address, email address or other online contact information (such as an online user ID), telephone number, date of birth, social security number (or its equivalent), driver's license number (or other government-issued identification number), account information (including financial account information), payment card Data (primary account number, expiration date, service code, full magnetic stripe Data or equivalent on a chip), personal identification number, access code, password, security questions and answers, security tokens used for authentication, birth or marriage certificate, health insurance or medical information, or any other unique identifier or one or more factors specific to the individual's physical, physiological, mental, economic or social identity, whether such Data is in individual or aggregate form and regardless of the media in which it is contained, that may be (i) disclosed at any time to Seller or its Personnel by Buyer or its Personnel in anticipation of, in connection with or incidental to the performance of Services for or on behalf of Buyer; (ii) Processed at

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- any time by Seller or its Personnel in connection with or incidental to the performance of Services for or on behalf of Buyer; or (iii) derived by Seller or its Personnel from the information described in (i) or (ii) above.
5. “Personnel” means employees, agents, consultants or contractors of Seller or Buyer, as applicable.
 6. “Privacy Shield” means the European Union (EU) -U.S. and Switzerland – U.S. Privacy Shield frameworks.
 7. “Processor” means any Person or Entity that Processes Personal Information on behalf of a Controller.
 8. “Process” or “Processing” means any operation or set of operations performed upon Personal Information, whether or not by automatic means, such as creating, collecting, procuring, obtaining, accessing, recording, organizing, storing, adapting, altering, retrieving, consulting, using, disclosing or destroying the data.
 9. “Standard Contractual Clauses” means the European Commission’s Standard Contractual Clauses for the transfer of personal data from the European Union to processors established in third countries (controller-to-processor transfers) as set out in the Annex to Commission Decision 2010/87/EU
- B. Seller shall hold in strict confidence any and all Personal Information.
- C. Unless Buyer elsewhere in this agreement recognizes Seller to be a Controller, Buyer shall have the exclusive authority to determine the purposes for and means of Processing Personal Information.
- D. In Processing Personal Information, Seller shall comply with all applicable laws in effect and as they become effective relating in any way to the privacy, confidentiality or security of Personal Information.
- E. Seller shall Process Personal Information only on behalf and for the benefit of Buyer and only for the purposes of Processing Personal Information in connection with this Order, and will carry out its obligations pursuant to this Order and in accordance with Buyer’s written instructions.
- F. Seller shall limit access to Personal Information to its Personnel who have a need to know the Personal Information as a condition to Seller’s performance of Services for or on behalf of Buyer, and who have explicitly agreed in writing to comply with legally enforceable privacy, confidentiality and security obligations that are substantially similar to those required by this clause. Seller will exercise the necessary and appropriate supervision over its relevant Personnel to maintain appropriate privacy, confidentiality and security of Personal Information. Seller will ensure that Personnel with access to Personal Information are periodically trained regarding privacy and security and the limitations on Processing of Personal Information as provided in this Order.
- G. To the extent Seller Processes Personal Information received by Buyer from a person in the European Economic Area (“EEA”), the UK or Switzerland, Seller shall (i) provide at least the same level of privacy protection for Personal Information received by Buyer from the EEA, the UK or Switzerland as is required by the Privacy Shield principles, (ii) promptly notify Buyer if at any time it determines that it can no longer meet its obligations to provide the same level of protection as is required by the Privacy Shield principles, and (iii) take reasonable and appropriate steps to stop and remediate, as directed by Buyer, the Processing of such Personal Information if at any time Buyer notifies Seller that Buyer has determined that Seller is not Processing the Personal Information in compliance with the Privacy Shield principles; and (iv) execute the Standard Contractual Clauses, with Northrop Grumman as data exporter and Seller as data importer.
- H. If Seller enters into Standard Contractual Clauses with Buyer:
1. Prior to receiving or continuing to receive any Personal Information, Seller shall undertake a detailed assessment to consider whether having regard to the nature of the Personal Information, the purposes and context of the Processing, and the laws of the country of destination, there is an adequate level of protection for the Personal Information as required by the EU General Data Protection Regulation and any other applicable privacy law. Where that is not the case, Seller shall consider what additional safeguards may be implemented to ensure adequate level of protection for the Personal Information as required by such privacy laws. Seller shall document this assessment, including any additional safeguards implemented, and make it available to the Buyer upon request.
 2. Seller shall implement and maintain a documented procedure for reviewing and responding to Government Authority Requests. Such procedure shall require that Seller shall:
 - a) To the fullest extent permitted by law, immediately notify and cooperate with Northrop Grumman in accordance with clause M. below;
 - b) Scrutinize any such Government Authority Request to determine whether the request is valid, legally binding and lawful and reject and reject any request that is not valid, legally binding and lawful; and
 - c) Ensure that the Personal Information made available in response to Government Authority Request is appropriate and limited to what which is strictly necessary for the purpose of complying with the Government Authority Request.
 3. Where applicable, Seller shall access only the minimum of Personal Information necessary for the purposes of the transfer of Personal Information to Seller, and, to the extent possible, ensure that the Personal Information is pseudonymized or otherwise obfuscated.
- I. Seller will not transfer Personal Information outside the country in which it originally was delivered to Seller for Processing (or, if it was originally delivered to a location inside the EEA, the UK or Switzerland, outside the EEA, the UK or Switzerland) without the explicit written consent of Buyer. To the extent Buyer provides such consent, Seller will enter into any further written agreements as are necessary (in Buyer’s reasonable determination) to comply with privacy laws, including the Standard Contractual Clauses.
- J. Seller shall not share, transfer, disclose or otherwise provide access to any Personal Information to any third party, or contract any of its rights or obligations concerning Personal Information to a third party, unless Buyer has authorized Seller to do so in writing, except as required by law. Where Seller, with the consent of Buyer, provides a third party access to Personal Information, or contracts such rights or obligations to a third party, Seller shall enter into a written agreement with each third party that imposes obligations on the third party that are substantially similar to those imposed on Seller under this clause. Seller shall retain only third parties that Seller reasonably can expect to be suitable and capable of performing their delegated obligations in accordance with this Order and Buyer’s written instructions.
- K. To the extent Seller provides a third party Processor access to Personal Information received by Buyer from a Person or Entity in the EEA, the UK or Switzerland, Seller shall (i) transfer the Personal Information to the third party Processor only for the limited and specified purposes instructed by Buyer, (ii) require the third-party Processor to execute an onward transfer agreement incorporating the Standard Contractual Clauses and the obligations outlined in clause I. above (“Onward Transfer Agreement”), (iii) take reasonable and appropriate steps to ensure that the third party Processor effectively Processes the Personal Information transferred in a manner consistent with the Onward Transfer Agreement, (iv) require the third party Processor to notify Seller if the third party Processor determines that it can no longer meet its obligation under the Onward Transfer Agreement, and (v) upon notice, including under (iv), take reasonable and appropriate steps to stop and remediate unauthorized Processing.
- L. No applicable law, or legal requirement, privacy or information security enforcement action, investigation, litigation or claim, or any other circumstance, prohibits Seller from (i) fulfilling its obligations under this Order or (ii) , complying with instructions it receives from Buyer concerning Personal Information. In the event a privacy requirement, enforcement action, investigation, litigation, or claim, or any other

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circumstance, is reasonably likely to adversely affect Seller's ability to fulfill its obligations under this Order, Seller shall promptly notify Buyer in writing and Buyer may, in its sole discretion and without penalty of any kind to Buyer, suspend the transfer or disclosure of Personal Information to Seller or access to Personal Information by Seller, terminate any further Processing of Personal Information by Seller, and terminate this Order and any related order(s).

- M. Seller will immediately inform Buyer in writing of any requests with respect to Personal Information received from Buyer's customers, consumers, employees, or others. Seller will respond to such requests in accordance with Buyer's instructions. Seller will fully cooperate with Buyer if an individual requests access to his or her Personal Information for any reason.
- N. Subject to applicable law, in the event Seller is required by law, legal process Government Authority Request to disclose Personal Information, Seller will give immediate written notice of the request to Buyer, so that Buyer may, in its discretion, seek a protective order or otherwise block the disclosure. Buyer will have the right to defend such action in lieu of and on behalf of Seller. Seller will reasonably cooperate with Buyer in such defense at Buyer's reasonable cost.
- O. Seller shall develop, implement and maintain a comprehensive, written information security program that complies with all applicable laws. Seller's information security program will include appropriate administrative, technical, physical, organizational and operational measures designed to (i) ensure the security and confidentiality of Personal Information; (ii) protect against any anticipated threats or hazards to the security and integrity of Personal Information; and (iii) protect against accidental or unlawful destruction, loss or alteration, unauthorized disclosure or access, and any other unlawful forms of Processing (hereinafter a "Privacy Incident").
- P. If the Processing involves the transmission of Personal Information over a network, Seller will implement appropriate measures to protect Personal Information against the specific risks presented by the Processing, including by ensuring that all Personal Information in transit is encrypted by default and that, to the extent possible and applicable decryption key(s) is stored in the EU and subject to appropriate technical and organizational security measures. Seller shall ensure a level of security appropriate to the risks associated with such transmission and the nature of the Personal Information processed.
- Q. Seller shall immediately, but in no event later than twenty-four hours after Seller's discovery of a Privacy Incident, notify Buyer in writing of any such Privacy Incident. Such notice will summarize in reasonable detail the effect on Buyer, if known, of the Privacy Incident and the corrective action taken or to be taken by Seller. Seller will promptly take all necessary and advisable corrective actions, and will cooperate fully with Buyer in all reasonable and lawful efforts to prevent, mitigate or rectify such Privacy Incident. The content of any filings, communications, notices, press releases or reports related to any Privacy Incident must be approved by Buyer prior to any publication or communication thereof.
- R. Upon the occurrence of a Privacy Incident involving Personal Information in the possession, custody or control of Seller or for which Seller is otherwise responsible, Seller shall reimburse Buyer on demand for all Notification Related Costs (defined below) incurred by Buyer arising out of or in connection with any such Privacy Incident. "Notification Related Costs" shall include Buyer's internal and external costs associated with investigating, addressing and responding to the Privacy Incident, including but not limited to: (i) preparation and mailing of other transmission of notifications or other communications to consumers, employees or others as Buyer deems reasonably appropriate; (ii) establishment of a call center or other communications procedures in response to such Privacy Incident (e.g., customer service FAQs, talking points and training); (iii) public relations and other similar crisis management services; (iv) legal, consulting and accounting fees and expenses associated with Buyer's investigation of and response to such event; and (v) costs for commercially reasonable credit reporting and monitoring services that are associated with legally required notifications or are advisable under the circumstances.
- S. Buyer reserves the right to, annually or upon a Privacy Incident, review and inspect Seller's system and information security policies, practices, and procedures. With reasonable prior notice, Buyer or its Authorized Representatives reserve the right to inspect the system and any Buyer information or materials in Seller's possession, custody or control, relating in any way to Seller's obligations. An inspection shall not unreasonably interfere with the normal conduct of Seller's business and Seller shall cooperate fully with any such inspection initiated by Buyer. If Seller engages an independent third party to conduct a security evaluation/certification of Seller's systems that host Personal Information during the term of this contract, it shall provide summary copies of any resulting reporting to Buyer.
- T. Seller shall deal promptly and appropriately with any inquiries from Buyer relating to the processing of Personal Information subject to this Order.
- U. Seller agrees to indemnify and hold harmless the Indemnitees, as defined in clause [25] above, from, and at Buyer's option defend against, any and all Losses (as defined below), that the Indemnitees may incur, to the extent that such Losses arise from, or may be in any way attributable to (i) any violation of this Order; (ii) the negligence, gross negligence, bad faith, or intentional or willful misconduct of Seller or its Personnel in connection with the obligations set forth in this Order; (iii) Seller's use of any third party providing Services in connection with or relating to Seller's performance under this Order; or (iv) any Privacy Incident involving Personal Information in Seller's possession, custody or control, or for which Seller is otherwise responsible. For purposes of this Order, "Losses" means all judgments, settlements, awards, damages, losses, charges, liabilities, penalties, interest claims (including taxes and all related interest and penalties incurred directly with respect thereto), and all related reasonable costs, expenses and other charges (including all reasonable attorneys' fees and reasonable internal and external costs of investigations, litigation, hearings, proceedings, document and Data productions and discovery, settlement, judgment, award, interest and penalties).
- V. Seller's obligations under this clause will survive the termination of this Order and the completion of all Services subject thereto.

57. INFORMATION SECURITY

A. Definitions

1. "Information Security Incident" means (i) any actual or suspected incident involving Seller Information System that may involve Buyer's Sensitive Information, or (ii) any actual or suspected unauthorized access to, use, or disclosure of Buyer's Sensitive Information.
2. "Information" means any communication or representation of knowledge such as facts, Data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.
3. "Seller Information System" is defined as any Information System owned and/or operated by Seller or owned/operated by a third party on behalf of Seller that collects, processes, maintains, uses, shares, disseminates, or disposes Information.
4. "Information System" means a discrete set of Information resources that collect, process, maintain, use, share, disseminate, or dispose Information.
5. "Sensitive Information" means any Information that is collected, processed, maintained, used, shared, or disseminated in connection with this Order that requires protection to ensure its confidentiality, integrity and availability including, but not limited to, any Northrop Grumman Proprietary Information and third party proprietary Information (identified as such), Personal Information, Covered Defense Information as defined in DFARS 252.204-7012, and Controlled Unclassified Information (CUI) defined in the National Archives and Records Administration (NARA) Registry, available at <https://www.archives.gov/cui/registry/category-list>.

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6. “Countermeasures” means actions, devices, procedures, techniques, or other measures that reduce the vulnerability of an Information System.
- B. Reasonable and Appropriate Security Controls
1. Seller shall apply reasonable and appropriate administrative, technical, physical, organizational, and operational safeguards and operations, including Countermeasures, to protect Sensitive Information against accidental and unlawful destruction, alteration, and unauthorized or improper disclosure or access regardless of whether such Sensitive Information is on Seller’s internal systems or a cloud environment.
 2. If Seller’s performance of the Order involves the transmission, storage, or processing of Sensitive Information on an Information System, the Seller shall at a minimum apply the following security controls:
 - i. Basic Safeguarding Controls from FAR 52.204.-21, regardless of whether FAR 52.204-21 applies to the Order:
 - a. Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
 - b. Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
 - c. Verify and control/limit connections to and use of external information systems.
 - d. Control information posted or processed on publicly accessible information systems.
 - e. Identify information system users, processes acting on behalf of users, or devices.
 - f. Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
 - g. Sanitize or destroy Information System media containing Sensitive Information before disposal or release for reuse.
 - h. Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
 - i. Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
 - j. Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
 - k. Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
 - l. Identify, report, and correct information and information system flaws in a timely manner.
 - m. Provide protection from malicious code at appropriate locations within information systems.
 - n. Update malicious code protection mechanisms when new releases are available.
 - o. Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
 - ii. Additional Basic Security Controls
 - a. Establish and enforce security configuration settings for information technology Products employed in Seller’s systems.
 - b. Establish and maintain Data protection processes and systems to adequately protect Sensitive Information, including pertaining to destruction methods employed, how audit and system log information is protected, and having the capability to encrypt Sensitive Information during transmission.
 - c. Ensure that risks identified in scans performed under paragraph B.2(i)(o) of this clause are promptly addressed.
- C. Information Security Incident Response and Notification
1. Seller must have documented processes that address Information Security Incidents. These processes should be a set of written instructions and Countermeasures that include, but are not limited to: detecting, responding to, and limiting the effects of an Information Security Incident.
 2. Within 72 hours of discovery of an Information Security Incident, Seller will notify Buyer’s PCO and Buyer’s Cyber Security Operations Center (CSOC) at (877) 615-3535 of any Information Security Incident. At Seller’s expense, Seller will (i) immediately investigate any Information Security Incident, (ii) make all reasonable efforts to secure Sensitive Information and mitigate the impact of the Information Security Incident, (iii) provide timely and relevant information to Buyer about the Information Security Incident on an ongoing basis, and (iv) cooperate as applicable with Buyer to provide notice to affected third parties.
 3. This clause does not relieve Seller of any other applicable safeguarding requirements, remedies, or obligations regarding the protection of Sensitive Information required by this Order or local, federal, state or other governmental agencies or departments, including but not limited to FAR 52.204-21 or DFARS 252.204-7012.
- D. Seller shall respond promptly and appropriately to any inquiries from Buyer related to compliance with this clause to include documentation and/or independent evidence of the effectiveness of implemented controls, processes and Countermeasures discussed above.
- E. Seller shall provide prior written notification of material changes to any Seller Information System that affect Seller’s compliance with this clause including any new third party agreements that will store, process or transmit Buyer’s Sensitive Information on behalf of Seller.
- F. For contracts requiring access to classified information, Seller shall be responsible for safeguarding all classified information in accordance with all applicable Government requirements including FAR 52.204-2, “Security Requirements,” and customer classification specifications (e.g. DD254).

58. FEDERAL ACQUISITION REGULATION (FAR) AND DEFENSE FAR SUPPLEMENT (DFARS) FLOWDOWN CLAUSES AND PROVISIONS

The full text of the following clauses set forth in the FAR and DFARS as in effect on the date of this Order, unless otherwise noted, are incorporated herein by reference. Where necessary to make the clauses applicable to this Order, “Contractor” shall mean “Seller,” “Contracting Officer” shall mean “Buyer,” and the “Government” shall mean “Buyer” or the “Government” whenever appearing in the clauses, unless otherwise noted. Seller shall include the following clauses in its lower-tier purchase orders as required.

Clause	FAR Reference
Gratuities	52.203-3
NOTE: As used in this clause, “Government” means “Buyer” (except “Government” means “Buyer or Government” in the phrase “to any officer, official or employee of the Government”), “hearing” means opportunity to be heard, and “in any competent court”, means “pursuant to the Disputes clause contained herein.”	



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Restrictions on Subcontractor Sales to the Government NOTE: Applicable to any Order greater than the simplified acquisition threshold.	52.203-6
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.	52.203-7
Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	52.203-11
Limitation on Payments to Influence Certain Federal Transactions NOTE: Applicable to any Order greater than \$150,000.	52.203-12
Contractor Code of Business Ethics and Conduct NOTE: Applicable to any Order greater than \$6,000,000 and period of performance greater than 120 days. NOTE: 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.	52.203-13
Display of Hotline Poster(s) NOTE: Applicable to any Order greater than \$6,000,000 and period of performance greater than 120 days (commercial items exempt).	52.203-14
Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	52.203-15
Preventing Personal Conflicts of Interest NOTE: Applicable to any Order greater than \$150,000	52.203-16
Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights NOTE: Applicable to any Order greater than the simplified acquisition threshold.	52.203-17
Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation NOTE: This is not applicable to solicitations for a personal services contract with an individual if the services are to be performed entirely by the individual, rather than by an employee of the contractor or a subcontractor.	52.203-18
Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements NOTE: Applicable in all solicitations and resultant contracts, other than personal services contracts with individuals.	52.203-19
Security Requirements NOTE: Delete paragraph (c). NOTE: Applicable if this Order involves access to Classified Information.	52.204-2
Personal Identity Verification of Contractor Personnel	52.204-9
Basic Safeguarding of Covered Contractor Information Systems NOTE: Applicable to all Orders at any tier for other than commercially available off-the-shelf items.	52.204-21
Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	52.204-23
Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment NOTE: Not including (b)(2) or (d)(2).	52.204-24
Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. NOTE: Pursuant to (e), not including (b)(2).	52.204-25
Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment NOTE: Applicable to any Order greater than \$35,000.	52.209-6
Material Requirements	52.211-5
Defense Priority and Allocation Requirements NOTE: Clause is applicable unless this Order provides no DPAS rating.	52.211-15
Audit and Records – Sealed Bidding	52.214-26
Audit and Records – Negotiation NOTE: Applicable to any Order greater than the simplified acquisition threshold.	52.215-2
Price Reduction for Defective Certified Cost or Pricing Data NOTE: Applicable to any Order when cost or pricing Data are required.	52.215-10
Price Reduction for Defective Certified Cost or Pricing Data - Modifications NOTE: Applicable if FAR 52.215-10 is not applicable to this Order.	52.215-11
Subcontractor Certified Cost or Pricing Data NOTE: Applicable to any Order when cost or pricing Data are required.	52.215-12
Subcontractor Certified Cost or Pricing Data - Modifications NOTE: Applicable if FAR 52.215-12 is not applicable to this Order.	52.215-13
Integrity of Unit Prices NOTE: Delete paragraph (b) NOTE: Applicable to any Order greater than the simplified acquisition threshold.	52.215-14
Pension Adjustments and Asset Reversions NOTE: 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.	52.215-15
Facilities Capital Cost of Money NOTE: Applicable only if this Order is subject to the Cost Principles at FAR Subpart 31.2 and Seller proposed Facilities Capital Cost of Money in its offer.	52.215-16
Waiver of Facilities Capital Cost of Money NOTE: Applicable only if this Order is subject to the Cost Principles at FAR Subpart 31.2 and Seller did not propose Facilities Capital Cost of Money in its offer.	52.215-17
Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions NOTE: 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



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Notification of Ownership Changes NOTE: 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.	52.215-19
Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	52.215-20
Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications	52.215-21
Limitation on Pass-Through Charges NOTE: 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).	52.215-23
Incentive Price Revision – Firm Target NOTE: Applicable to any FPIF Order or line item.	52.216-16
Incentive Price Revision – Successive Targets NOTE: Applicable to any FPIS Order or line item.	52.216-17
Utilization of Small Business Concerns NOTE: Applicable unless contract is for personal services, or the contract, together with all of its subcontracts, will be performed entirely outside the U.S. and its outlying areas.	52.219-8
Small Business Subcontracting Plan NOTE: Applicable to any Order greater than \$750,000 or lower threshold if effective under older higher-tier contract.	52.219-9
Notice to the Government of Labor Disputes	52.222-1
Contract Work Hours and Safety Standards – Overtime Compensation NOTE: Applicable to Orders at any tier greater than \$150,000.	52.222-4
Nondisplacement of Qualified Workers NOTE: Applicable to any Order greater than the simplified acquisition threshold.	52.222-17
Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000. NOTE: Applicable to any Order greater than \$15,000 or lower threshold if effective under older, higher-tier contract.	52.222-20
Prohibition of Segregated Facilities NOTE: Applicable if Equal Opportunity clause has been determined to apply to this Order.	52.222-21
Equal Opportunity NOTE: Applicable only (i) if this Order is not exempted by Secretary of Labor under Executive Order 11246 as amended per FAR 22.807, and (ii) then only with respect to provisions of subparagraphs (b) (1) through (b)(11) [binding Seller thereto].	52.222-26
Equal Opportunity for Veterans NOTE: Applicable to any Order of \$150,000 or more.	52.222-35
Equal Opportunity for Workers With Disabilities NOTE: Applicable to any Order greater than \$15,000 or lower threshold if effective under older, higher-tier contract.	52.222-36
Employment Reports on Veterans NOTE: Applicable to any Order at or over the Simplified Acquisition Threshold.	52.222-37
Compliance with Veterans' Employment Reporting Requirements NOTE: Applicable to any Order over the Simplified Acquisition Threshold and not for the acquisition of commercial items.	52.222-38
Notification of Employee Rights Under the National Labor Relations Act NOTE: Applicable to any Order greater than \$10,000.	52.222-40
Combating Trafficking in Persons	52.222-50
Hazardous Material Identification and Material Safety Data NOTE: Entry is considered to be "none" unless Seller explicitly states otherwise within its quotation or proposal. ALT I applies if procurement is for other than the Department of Defense.	52.223-3
Notice of Radioactive Materials	52.223-7
Ozone-Depleting Substances	52.223-11
Encouraging Contractor Policies to Ban Text Messaging While Driving	52.223-18
Privacy Act	52.224-2
Buy American – Supplies	52.225-1
Duty-Free Entry NOTE: 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".	52.225-8
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.	52.225-13
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
Notice and Assistance Regarding Patent and Copyright Infringement NOTE: Applicable to any Order greater than the simplified acquisition threshold.	52.227-2
Refund of Royalties	52.227-9
Filing of Patent Applications – Classified Subject Matter	52.227-10
Patent Rights – Ownership by the Contractor	52.227-11



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Insurance – Work on a Government Installation NOTE: Applicable on any Order that requires work on a Government installation.	52.228-5
Disclosure and Consistency of Cost Accounting Practices - Foreign Concerns	52.230-4
Administration of Cost Accounting Standards	52.230-6
Payments under Time-and-Materials and Labor-Hour Contracts	52.232-7
Interest	52.232-17
Unenforceability of Unauthorized Obligations	52.232-39
Industrial Resources Developed Under Defense Production Act Title III NOTE: Applicable only if this Order is identified elsewhere herein as stemming from a major system Prime Contract.	52.234-1
Accident Prevention	52.236-13
Protection of Government Buildings, Equipment, and Vegetation NOTE: Applicable to any work performed on a Government installation. “Government” thereunder means Buyer, prime contractor [if not Buyer], and any upper-tier subcontractor.	52.237-2
Bankruptcy NOTE: Any such notification shall be to Buyer. After “for all Government contracts,” insert “with Seller”.	52.242-13
Stop-Work Order NOTE: The 90 day period in the first and fourth sentences of paragraph (a) is changed to 120 days. NOTE: Paragraph (b) is changed to require “Contractor shall resume work upon written notice”.	52.242-15
Competition In Subcontracting	52.244-5
Subcontracts for Commercial Items	52.244-6
Government Property and Alternate I NOTE: Applicable to any Order if Government property is furnished to Seller. NOTE: In the phrases “Government Property”, “Government-furnished property”, and in references to title to property, “Government” shall not mean “Buyer”. The following is added as paragraph (n): “Contractor shall provide Buyer immediate notice of any disapproval, withdrawal of approval, or non-acceptance by the Government of its property control system”.	52.245-1
Government Property Installation Operation Services	52.245-2
Inspection of Supplies - Fixed-Price	52.246-2
Inspection of Services - Fixed-Price	52.246-4
Preference for U.S. - Flag Air Carriers NOTE: Applicable to any Order and lower-tier subcontracts that involve international air transportation and are greater than the simplified acquisition threshold.	52.247-63
Preference for Privately Owned U.S. - Flag Commercial Vessels	52.247-64
Value Engineering NOTE: Applicable to any Order of \$150,000 or more except as specified in FAR 48.201(a). NOTE: In paragraph (j), “Contracting Officer” means the U.S. Government Contracting Officer, and, in the legend of paragraph (m), “Government” means both the U.S. Government and Buyer. DOD deviation applies if this Order stems from higher-tier contract with DOD.	52.248-1
Clause	DFARS
Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies NOTE: Applicable to all first-tier Orders greater than the simplified acquisition threshold.	252.203-7001
Display of Fraud Hotline Poster(s) NOTE: Applicable to Orders greater than \$6,000,000, except for Orders for commercial items or lower-tier subcontracts performed entirely outside the U.S.	252.203-7004
Disclosure of Information	252.204-7000
Anti-terrorism Awareness Training for Contractors NOTE: Applicable when performance requires routine physical access to a Federally-controlled facility or military installation. Information and guidance pertaining to DoD antiterrorism awareness training is available at https://jko.jten.mil/ or as otherwise identified in the performance work statement.	252.204-7004
Compliance with Safeguarding Covered Defense Information Controls	252.204-7008
Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	252.204-7009
Safeguarding Covered Defense Information and Cyber Incident Reporting NOTE: Applicable to all orders, at any tier, including orders for commercial items, for operationally critical support, or for which performance will involve covered defense information, unless the Order is solely for commercially available off-the-shelf items.	252.204-7012
Covered Defense Telecommunications Equipment or Services—Representation	252.204-7016
Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services—Representation	252.204-7017
Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	252.204-7018
Notice of NIST SP 800-171 DoD Assessment Requirements	252.204-7019
NIST SP 800-171 DoD Assessment Requirements	252.204-7020
Intent to Furnish Precious Metals as Government-Furnished Material NOTE: Applicable to any Order and all lower-tier subcontracts unless it is known that the item being purchased contains no precious metals.	252.208-7000
Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism. NOTE: Applicable to any Order of \$150,000 or more.	252.209-7004
Small Business Subcontracting Plan (DOD Contracts) NOTE: Applicable to any Order anticipated to be valued at \$750,000 or lower threshold if effective under older, higher-tier contract.	252.219-7003

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Restrictions on the Use of Mandatory Arbitration Agreements NOTE: Failure to comply with this provision will be considered a material breach and, at the sole discretion of Buyer, may result in termination for default or cause.	252.222-7006
Hazard Warning Labels NOTE: Applicable to any Order which requires delivery of hazardous materials.	252.223-7001
Safety Precautions for Ammunition and Explosives NOTE: Applicable to any Order involving articles furnished containing ammunition or explosives. Government safety representatives may evaluate Seller compliance.	252.223-7002
Change in Place of Performance - Ammunition and Explosives NOTE: Applicable if DFARS 252.223-7002 applies to this Order.	252.223-7003
Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials NOTE: Applicable if prime contract requires, may require, or permits contractor access to a DoD installation.	252.223-7006
Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives NOTE: Applicable to any Order and all lower-tier subcontracts involving arms, ammunition and explosives.	252.223-7007
Prohibition of Hexavalent Chromium NOTE: Applicable to any Order for Products, maintenance and repair Services, or construction materials unless the exceptions listed in DFARS 223.7304 apply.	252.223-7008
Buy American and Balance of Payments Program	252.225-7001
Qualifying Country Sources As Subcontractors	252.225-7002
Prohibition on Acquisition of United States Munitions List Items From Communist Chinese Military Companies	252.225-7007
Restriction on Acquisition of Certain Articles Containing Specialty Metals NOTE: Exclude paragraphs (d) and (e)(1); paragraph (c)(6) is hereby deleted. NOTE: Upon Seller notification of noncompliance with the terms of this clause and the provision of specific information related to the source of the noncompliance, Buyer will facilitate management of the allowance for up to 2% otherwise noncompliant specialty metal content in the end item. The 2% minimal content exception does not apply to and cannot be used to exempt specialty metals contained in high performance magnets.	252.225-7009
Preference for Certain Domestic Commodities NOTE: Applicable to any Order greater than the simplified acquisition threshold.	252.225-7012
Duty – Free Entry	252.225-7013
Preference for Domestic Specialty Metals (DEVIATION No. 2008-O0002) and Alternate I (DEVIATION No. 2008-O0002) NOTE: Applicable to Orders issued under Prime Contracts awarded on or after January 28, 2008 and before July 29, 2009.	252.225-7014
Restriction on Acquisition of Hand or Measuring Tools	252.225-7015
Restriction on Acquisition of Ball and Roller Bearings NOTE: Applicable to any Order and all lower-tier subcontracts if Product supplied contains ball or roller bearings.	252.225-7016
Trade Agreements	252.225-7021
Restriction on Acquisition of Forgings	252.225-7025
Exclusionary Policies and Practices of Foreign Governments	252.225-7028
Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate	252.225-7030
Waiver of United Kingdom Levies	252.225-7033
Buy American – Free Trade Agreements – Balance of Payments Program	252.225-7036
Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States NOTE: Applicable to all Orders where subcontractor personnel are supporting U.S. Armed Forces deployed outside the U.S.	252.225-7040
Antiterrorism/Force Protection for Defense Contractors Outside the United States	252.225-7043
Export Controlled Items	252.225-7048
Restriction on Acquisition of Certain Magnets and Tungsten	252.225.7052
Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	252.226-7001
Rights in Technical Data – Noncommercial Items	252.227-7013
Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	252.227-7014
Technical Data - Commercial Items	252.227-7015
Rights in Bid or Proposal Information	252.227-7016
Identification and Assertion of Use, Release or Disclosure Restrictions	252.227-7017
Validation of Asserted Restriction – Computer Software	252.227-7019
Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	252.227-7025
Deferred Delivery of Technical Data or Computer Software	252.227-7026
Deferred Ordering of Technical Data or Computer Software	252.227-7027
Technical Data – Withholding of Payment	252.227-7030
Validation of Restrictive Markings on Technical Data	252.227-7037
Patent Rights-Ownership by the Contractor (Large Business)	252.227-7038
Patents – Reporting of Subject Inventions	252.227-7039
Ground and Flight Risk NOTE: Applicable if included in Buyer's higher-tier contract.	252.228-7001
Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles	252.228-7005
Supplemental Cost Principles	252.231-7000

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Frequency Authorization and Alternate I NOTE: Authorization shall be through or coordinated with Buyer’s PCO.	252.235-7003
Protection Against Compromising Emanations NOTE: Applicable to Orders for computer equipment or systems to process Classified Information.	252.239-7000
Cloud Computing Services	252.239-7010
Telecommunications Security Equipment, Devices, Techniques and Services	252.239-7016
Risk	252.239-7018
Pricing of Contract Modifications	252.243-7001
Requests for Equitable Adjustment	252.243-7002
Subcontracts for Commercial Items	252.244-7000
Tagging, Labeling, and Marking of Government-Furnished Property	252.245-7001
Warranty of Data	252.246-7001
Notification of Potential Safety Issues	252.246-7003
Contractor Counterfeit Electronic Part Detection and Avoidance System NOTES: The provision of paragraphs (a) – (e), including its definition of “electronic parts,” are incorporated herein by reference. For orders in support of Northrop Grumman Mission Systems sector, this clause is applicable to all orders for electronic parts or assemblies containing electronic parts. For orders in support of the Northrop Grumman Aerospace Systems sector, this clause is applicable only if standard note X1066 or X1067 is contained within the order. For orders containing electronic parts or assemblies in support of Northrop Grumman Technology Services sector, this clause is applicable to all orders in support of Department of Defense Prime Contracts.	252.246-7007
Transportation of Supplies by Sea NOTE: Applicable in any Order and all lower-tier subcontracts for ocean transportation of supplies. Paragraphs (f) and (g) shall not apply if this Order or any lower-tier subcontract is at or below the simplified acquisition threshold. NOTE: Paragraph (c), first sentence has been modified as to read “Seller and its subcontractors may request that Buyer obtain Government authorization for shipment...” “45” is changed to “60” days in paragraph (d) and “30” to “20” in paragraph (e). In paragraph (e), delete “and the division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590.” In paragraph (g) “for the purposes of the Prompt Payment clause of this contract” is deleted. NOTE: Seller agrees to indemnify and hold Buyer harmless against any loss, damage or expense suffered by Buyer as a result of Seller’s failure to comply with the requirements of this clause.	252.247-7023
Notification of Transportation of Supplies by Sea	252.247-7024
Notification of Anticipated Contract Termination or Reduction	252.249-7002

GENERAL PROVISIONS – INTERNATIONAL

100. BUYER AUTHORIZATION

- A. Buyer’s Authorized Representative has sole authority to make contractual commitments on behalf of Buyer, to provide contractual direction, and to change contractual requirements as defined in the Order.
- B. Buyer’s engineering, technical personnel and other representatives may from time to time render assistance or give technical advice or discuss or effect an exchange of information with Seller’s personnel concerning the Products or Services hereunder. Such communications shall not be contractually binding on Buyer and no such action shall be deemed to be a change under the “Changes” clause of this Order and shall not be the basis for an equitable adjustment.

101. {RESERVED}

102. FREIGHT CHARGES

Freight charges, unless otherwise specified on this Order shall be reimbursed at actual cost and shall be accompanied by legible copies of prepaid freight bills, express receipts, or bills of lading supporting the invoice amounts. Such invoices shall include: (1) carrier’s name, (2) date of shipment, (3) number of pieces, (4) weight, and (5) freight classification.

103. INVOICE AND PAYMENT

- A. Unless otherwise specified in the Order, Seller will refer to Buyer’s invoice instructions document on the Online Automated Supplier Information System (OASIS) website located at <http://www2.northropgrumman.com/suppliers/OASISDocuments/SupplierInvoiceInstructions.pdf> for invoicing and submission information.
- B. Payment terms will be stated in the Order. Payment due dates, including discount periods, will be calculated from the date of Buyer’s Acceptance of Product(s) or Service(s) or correct invoice, whichever is later. Any applicable discount will be taken on the full amount invoiced. Buyer has the right, without loss of discount privileges, to pay invoices covering Products shipped in advance of schedule on the normal maturity after the date specified for delivery. Payment shall not constitute Acceptance or approval of Products or Services rendered. At any time prior to final payment under this Order, Buyer may have invoices validated. Payment of Seller’s invoices shall be subject to adjustment for any amounts found to have been improperly invoiced. Buyer shall be entitled at all times to set off (a) any amount owing at any time from Seller to Buyer or any of its affiliated companies; (b) any damages resulting from Seller’s default under or breach of any contract (including any purchase order and these terms); (c) any adjustment for shortage or rejection and any associated costs, against any amount payable at any time by Buyer or any of its affiliated companies to Seller.
- C. Release of Financial Liability and Claims. All amounts accrued and made payable by the Buyer to the Seller under this Purchase Order shall be invoiced in full no later than one hundred and eighty (180) days from the contractual end date of performance (The Limitation Period). Unless otherwise mutually agreed to by the Parties, Seller hereby agrees to release and discharge the Buyer, its officers, agents, and employees, successors and assigns of and from all liabilities, obligations, and claims arising out of or under this Purchase Order, where such are submitted after the stated 180 day “Limitation Period”.
- D. Payments to Seller must be made to an office or branch of a regulated bank located in the jurisdiction where the Seller maintains its principal place of business or is providing the Products or Services under this Order, unless prior written consent is received from Buyer.

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The descriptive headings contained in this Order are for convenience of reference only and in no way define, limit or describe the scope or intent of this Order.

105. EUROPEAN UNION REGISTRATION, EVALUATION, AUTHORIZATION AND RESTRICTION OF CHEMICALS (REACH)

- A. Seller shall comply with any and all European Union (EU) Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) regulation obligations with respect to any of the Products delivered by Seller to Buyer under the terms of this Order.
- B. Seller must provide Buyer with a list of substances contained in any of the Products that were included on the Candidate List published by ECHA. Thereafter, if a substance is added to the Candidate List by ECHA, and that substance is also contained in any Products, Seller must notify Buyer within fifteen (15) days following publication of the list.
- C. By accepting this Order, Seller recognizes and agrees that Buyer will thereafter act in reliance on Seller's acceptance of this Order as a contractual commitment that it is in compliance with EU REACH regulations, subject to the further provisions below.
- D. Should any Products contain substances listed on the Candidate List that are above 0.1% on a weight by weight basis within that Product, Seller shall provide Buyer with so-called Safe-Use information, pursuant to the provisions of REACH Article 33 and shall maintain the REACH database for the life of this Order.
- E. As indicated, Buyer will act in reliance on the statements and commitments Seller makes regarding the Candidate List status of each of the substances contained in any of the Products. If Seller fails to comply with the provisions of this clause, Buyer may consider whether such failure constitutes a breach of this Order sufficient to warrant Termination for Default in accordance with the terms of this Order. Moreover, in the event failure to timely comply with these provisions results in a business interruption of Buyer's operations, Buyer will seek to recover the damages, including financial losses, it suffers as a consequence of such failure.
- F. Seller is responsible for ensuring that the Products conform to and are compliant with the restrictions included in Annex XVII of the REACH Regulation and/or are otherwise authorized for use in accordance with Annex XIV of the REACH Regulation (in each case where relevant).

For purposes of this clause, the terms "Substance" and "Candidate List" shall have the same meaning as are given those terms in REACH and the list of substances currently on the candidate list can be found at <http://echa.europa.eu/web/guest/candidate-list-table>.

106. CONFLICTS OF INTEREST

Seller warrants to the best of its knowledge and belief, that no conflict or potential conflict of interest exists between the Services and Products to be provided under this Order and Seller's other activities. Seller shall immediately advise Buyer of any such conflict of interest or potential conflict of interest which arises during performance of this Order.

107. PROTECTION OF INFORMATION

- A. If a separate confidentiality, nondisclosure, or proprietary information agreement exists between Buyer and Seller which relates to the subject matter of this Order, then confidential or proprietary information furnished by one Party to the other Party shall be protected pursuant to such agreement, and paragraphs (B) through (H) of this clause shall not apply.
- B. If no separate confidentiality, nondisclosure, or proprietary information agreement exists between Buyer and Seller, paragraphs (C) through (H) of this clause apply.
- C. For purposes of this clause, "Information" shall mean information disclosed to Seller by Buyer in connection with this Order which is either identified to Seller as being proprietary to Buyer or which is information that a reasonable person would understand to be such information. Examples of Information include, but are not limited to, customer lists, pricing policies, market analyses, business plans or programs, software, specifications, manuals, print-outs, notes and annotations, performance Data, designs, drawings, dimensions, processes, Data, reports, photographs, and engineering, manufacturing or technical information related to Buyer's Products, Services, equipment or processes, as well as duplicates, copies, or derivative works thereof. Information shall not mean any information previously known to Seller without obligation of confidence, or which becomes publicly disclosed, or which is rightfully received by Seller from a third party without obligation of confidence.
- D. Information furnished to Seller shall remain Buyer's proprietary property, shall be duplicated only as authorized in writing by Buyer, and shall be returned to Buyer or destroyed upon request or when no longer required for the performance of this Order. Seller shall not disclose Information to any third party, and shall take all reasonable precautions to prevent the disclosure of Information to third parties, including any foreign national, firm, or country, and foreign nationals employed or associated with Seller's company except as specifically authorized by Buyer. Seller further agrees not to use any Buyer Information to develop any Product, Service or system, or to support any third party in the development of any Product, Service or system.
- E. Neither the existence of this Order nor the disclosure of Buyer Information or any other information hereunder shall be construed as granting expressly by implication, by estoppel or otherwise, a license under any invention or patent now or hereafter owned or controlled by the Buyer or Buyer's customer, except as specifically set forth herein.
- F. Data and information provided by Seller shall be considered proprietary only when marked as proprietary. Seller's proprietary Data and information will be used by Buyer only upon approval of Seller. Buyer may use unmarked Seller's Data and information for any purpose.
- G. Seller's obligations with respect to Buyer Information disclosed hereunder prior to the performance in full, termination or cancellation of this Order shall not, except as expressly set forth herein, be affected by such performance in full, termination, or cancellation.
- H. Buyer or its Authorized Representatives may at any time audit all pertinent books, records and files of Seller in order to verify compliance with this clause. Seller will, in all of its contracts with its suppliers relating to any Buyer Order, include provisions which secure for Buyer all of the rights and protections provided for by this clause.

108. PRICES

The prices stated in this Order are stated in United States Dollars and are not subject to exchange rate adjustments.

109. APPLICABLE LANGUAGE

This Order is made in the English language and all correspondence between the Parties of a technical and non-technical nature shall be in the English language and shall employ the units of measure customarily used by Buyer in the United States of America, unless otherwise specified. All notices and other binding communications may, unless otherwise specified, be sent by facsimile, electronic mail, air mail, or other customary means.

110. {RESERVED}**111. SUSTAINABILITY**

Buyer is committed to providing a sustainable environment for its employees, customers, investors, suppliers, and communities. Buyer's goal is to promote resource conservation and environmental responsibility through the use of recycled contents and recovered materials to achieve waste reduction and energy efficiency. Buyer is dedicated to obtaining Products and Services from suppliers that exceed or comply with all applicable laws, regulations, and ordinances relating to preservation and protection of the environment, in addition to employing techniques and materials that support sustainability. To assist Buyer in maintaining its commitment, suppliers of Products and Services are strongly encouraged to demonstrate

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the same degree of integrity from a social and environmental perspective and strive for continuous improvement in the following key areas of sustainability: water quality, energy conservation, responsible recycling, waste management and air quality.

112. {RESERVED}

113. {RESERVED}

114. SUCCESSORS OF PARTIES

This Order is binding on the Parties and their respective legal representatives, trustees, successors and assigns.

115. {RESERVED}

116. ASSIGNMENT OF RIGHTS TO DIVESTED ENTITIES

- A. Upon Buyer's divestiture of any affiliate, division, business unit, line of business or sector ("divested entity"), Buyer may assign in whole or in part the right to purchase any Products or Services that are the subject of this Order to that divested entity. Upon execution of an assignment, Buyer shall have no further rights or obligations with respect to the assigned Products or Services (with the exception of any unpaid fees for Products and Services previously properly furnished which remain due on the effective date of such assignment) and the divested entity shall become the "customer" of record for the assigned Products and Services.
- B. Divested entities will have the right, for a period of twelve (12) months post-divestiture, to continue to purchase the Products and/or Services covered under this Order, or Buyer may purchase such Products and Services under this Order on behalf of the divested entities. If a divested entity wishes to order from Seller directly, Seller reserves the right to require such divested entity to provide financial information sufficient to determine creditworthiness, which shall not be unreasonably withheld, before Accepting any orders.
- C. Buyer may access and use Products and Services available under this Order to provide transitional support to a divested entity during the transition period at no additional charge (i.e., no charge other than fees otherwise due to Seller under the Order as if the divested entity were a part of Buyer) provided that Buyer is and remains current on the payment of all amounts due to Seller under this Order.
- D. If Buyer merges with or acquires an entity or entities that have a need for Seller's Products and Services, Buyer and the acquired entity will be permitted to make purchases using this Order and price discounts in support of the acquired entity. If, under any existing Order with an acquired entity or entities, Seller currently provides or agrees to provide Products or Services, Buyer and Seller will negotiate a combined agreement sufficient to cover the combined companies so as to avoid any disruption.

117. ANTI-DUMPING/COUNTERVAILING DUTIES

Seller must affirmatively determine whether Seller's Product is subject to U.S. anti-dumping/countervailing duties (AD/CVD). Seller must notify Buyer in writing if Seller's Product is subject to AD/CVD at the time of contracting or if Seller's Product becomes subject to AD/CVD at any time during the term of this Order.

118. {RESERVED}

119. FREE TRADE AGREEMENT AND TARIFF PREFERENCE PROGRAMS

Seller must provide to Buyer, upon Buyer's request, Product country of origin information under United States-Mexico-Canada Agreement (USMCA), Caribbean Basin Initiative (CBI), General System of Preferences (GSP) or other relevant, existing or future trade agreements or tariff preference programs. If required by Buyer, based on the origin of the Product under the relevant rules of origin, Seller will complete and deliver to Buyer a certificate of origin appropriate to the relevant trade agreement or tariff preference program, or sufficient information to enable Buyer to satisfy Buyer's obligations in utilizing such trade agreements or tariff preference programs. Seller must continuously monitor Seller's materials sourcing, bills of material, and/or formulations for changes that might affect the validity of any origin determination or certificate of origin provided to Buyer. If any such change affects origin information or a certificate of origin provided to Buyer, Seller must immediately notify Buyer in writing.

Upon request by Customs and Border Protection, Seller will provide all applicable requested information in support of a FTA certificate of origin.

120. {RESERVED}

121. {RESERVED}

122. TOXIC SUBSTANCES CONTROL ACT

Seller warrants that each and every chemical substance delivered under this Order shall, at the time of sale, transfer, or delivery, be on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to the Toxic Substances Control Act (Title 15 USC § 2601 et seq.), and Seller agrees to certify as such upon request by Buyer. Seller shall not include any chemical substance (including mixtures or articles containing a chemical substance or mixture) in any shipment to the United States pursuant to this Order without prior notice to and written consent of Buyer. Pursuant to the Indemnity Against Claims provisions of this Order, Seller shall indemnify and hold harmless Buyer from any loss, cost, liability, damage, or penalty to Buyer by reason of Seller's nonperformance under this section. The rights of the Parties hereunder shall survive completion or termination of this Order.

123. ASBESTOS

Seller shall not provide any Product that contains asbestos and shall submit certification to Buyer on demand that the Products contain no asbestos. If it is later determined the Product was delivered to Buyer containing asbestos, Seller shall notify Buyer's Authorized Representative within ten (10) calendar days, Seller shall be liable for any indemnities resulting from the asbestos contamination and any such deliveries are subject to Clause 18, Termination for Default.

124. CLAUSE MODIFICATION REQUIRED BY BUYER'S CUSTOMER

Seller agrees to incorporate into this Order any revised clause or additional clause as Buyer may reasonably deem necessary to enable Buyer to comply with the provisions of the higher-tier contract and any modifications thereto.

125. {RESERVED}

126. {RESERVED}

127. {RESERVED}