

FORM 741-7 REV NR
INTA Technologies
Terms and Conditions of Purchase

1. ACCEPTANCE

Buyer shall submit to Seller a Purchase Order, which may incorporate plans, specifications, regulations, and other documents that refer or relate to Buyer's requirements regarding Seller's products, goods or services that are the subject of the Purchase Order. Any of the following shall constitute Seller's unqualified acceptance of this Purchase Order and these Terms and Conditions of Sale: (a) Seller's written or verbal acceptance of the Purchase Order; (b) the furnishing of any goods, products, or services by Seller pursuant to the terms of the Purchase Order; (c) Seller's acceptance of Buyer's materials, equipment, supplies or services pursuant to the terms of the Purchase Order; (d) acceptance of any payment for the supplies/services; or (e) where Seller has not communicated to Buyer its written or verbal acceptance of the Purchase Order, 15 days after the submission of the Purchase Order to Seller by Buyer, Buyer will be deemed to have accepted the terms of the Purchase Order, and these Terms and Conditions of Sale, including but not limited to the price, the scope of work to be performed or goods to be delivered, the payment schedule, and any other documents referred to or incorporated into the Purchase Order.

2. MODIFICATION OF THE PURCHASE ORDER

Buyer's Authorized Purchasing Representative may at any time, in writing without notice to any surety, modify the Purchase Order or and/or modify any documents referred to or incorporated into the Purchasing Order, including but not limited to drawings, designs, statement of work, plans, specifications, or other technical documents. Pursuant to the terms of this paragraph, Buyer's Authorized Purchasing Representative may also modify the method of packing, shipment, delivery (including delivery schedule) or method of acceptance; the time and place of inspections; the quantity or amount of goods or services contained in the Purchase Order; or the amount of Buyer/Government-furnished property.

Where any modification to the Purchase Order, made only by the Authorized Purchasing Representative, results in an increase or decrease in the estimated price or the time required for the completion of the scope of work contained in the Purchase Order, Seller shall immediately notify Buyer in writing of the following: (1) the new costs; (2) the new completion and/or delivery date; (3) changes to any other provisions contained in the Purchase Order and/or any other documents referred to or incorporated into the Purchasing Order; or (4) any other material changes to the Purchase Order. Buyer shall be notified in writing within 15 days of the discovery of the proposed change(s), and Seller shall not be obligated to proceed with such change(s) until it receives a change order subject to the terms of these Terms and Conditions for Purchase.

Seller agrees to make available for inspection all materials showing the necessity of the price increase or the need for a new completion/delivery date. Such materials must be presented for inspection, upon reasonable notice, to Buyer, Buyer's authorized agents or representatives, and Buyer's customers including the Government of the United States, to verify any claim for adjustment or change to the material terms of the Purchase Order. If Buyer and Seller are unable to agree to an equitable adjustment of the terms contained in the Purchase Order, the parties shall resolve their dispute in accordance with the "Dispute Resolution" paragraph set forth in these Terms and Conditions for Purchase.

3. PURCHASE ORDER TERMINATION BY SELLER

Purchase Orders shall not be terminated by Seller without the express written consent of the Buyer. In no event shall any order be terminated for any portion thereof already manufactured, or in the process of manufacture, at the time request for modification or cancellation is received by Buyer, except upon terms satisfactory to Buyer which shall protect and indemnify Buyer against all loss.

4. PURCHASE ORDER TERMINATION BY BUYER

If Seller is in breach of any of the provisions of the Purchase Order or these Terms and Conditions for Purchase, or if Seller ceases operation of its business or is insolvent or has declared bankruptcy, or is otherwise unable to meet its obligations as set forth in the Purchase Order and these Terms and Conditions for Purchase, Buyer may terminate the Purchase Order without incurring any liability to Seller except for those items already delivered or those services already rendered pursuant to the terms of the Purchase Order.

5. BUYER'S RIGHT TO INSPECT SELLER'S MANUFACTURING PREMISES

Buyer, its authorized agents or representatives, or Buyer's customer(s), may upon reasonable notice inspect Seller's premises, which are used in the performance of the manufacture or supply of goods and services that are subject to the Purchase Order. No such inspection by Buyer shall in any way relieve Seller of its obligations to furnish all

required materials and services in strict accord with the Purchase Order and these Terms and Conditions for Purchase.

6. SHIPMENT/RISK OF LOSS

Buyer may select the manner of shipment and the carrier by providing Seller with written shipping instructions at the time of placing the order. If seller did not follow the instruction than risk of loss shall be transferred to seller.

8. DELIVERY

Seller acknowledges that time is of the essence for all goods and services demanded by Buyer in the Purchase Order. Accordingly, Seller will attempt in good faith to adhere to the delivery date(s) outline in the Purchase Order for all goods and services. If Seller is unable to deliver the goods and services according to the requirements set for in the Purchase Order, Seller shall, upon initially discovering the inability to comply with the delivery schedule set forth in the Purchase Order, inform Buyer in writing and propose a new delivery date. Buyer does not in any way waive any of its rights to assert a cause of action for damages as a result of Seller's delay in delivering the goods or services set forth in the Purchase Order, by accepting a later delivery date.

All transportation charges on goods shipped hereunder must be prepaid. No insurance charges shall be allowed unless authorized by Buyer.

9. EXCUSABLE DELAYS

Except with respect to defaults of its Subcontractors, Seller shall not be in default by reason of any failure in performance of this Purchase Order in accordance with its terms (including any failure by Seller to make progress in the prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of Seller and Seller could not have obtained the supplies of services from another source. Such causes may include, but are not limited to the following: acts of God or of the public enemy, acts of Government in either its sovereign or contractual capacity, acts of Buyer, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case the failure to perform must be beyond the control and without the fault or negligence of the Seller.

If the delay or failure to perform is attributable to Seller's subcontractor, and no negligence or fault can be ascribed to the Seller or its subcontractor resulting in the failure to perform, Seller shall not be deemed to be in default and the delay is deemed excusable. However, Seller will be in default where the goods or services to be furnished by Seller's subcontractor were obtainable from other sources, and Buyer fails to inform Seller of the other subcontractor from whom the goods and services are available. Buyer's rights for an inexcusable delay include the right to terminate the contract.

12. NEW MATERIAL

Unless otherwise provided herein, the goods to be delivered pursuant to the terms of the Purchase Order shall consist of new materials with original manufacturer's warranty, and not used, reconditioned or government surplus materials.

13. PACKAGING

Packaging, packing and preservation services are to be provided by the Seller to assure undamaged delivery of materials in accordance with good commercial practices and instructions from Buyer. Buyer's Purchase Order number, item numbers and descriptions of materials shall be included with the shipment of materials on all invoices.

14. NON WAIVER

A Party's failure at any time to enforce any provision of the Purchase Order or these Terms and Conditions for Purchase, or any right accruing out of the Purchase Order or these Terms and Conditions for Purchase, shall not be construed as a waiver of that provision or right, nor shall it prejudice a Party's right to enforce that provision or right on any subsequent occasion.

15. NO ASSIGNMENT

Seller shall not assign any part of this Purchase Order or any interest therein, including performance, to any third party without first obtaining Buyer's express written consent.

16. APPLICABLE LAW

The Purchase Order, these Terms and Conditions for Purchase, and any documents referred to or incorporated into the Purchase Order, the performance of which shall be construed in accordance with the laws of the State of California.

Seller shall comply with any applicable laws, Executive Orders, or regulations (including export administration regulations).

Seller agrees to indemnify and hold harmless Buyer against any loss, cost, liability or damage by reason of Seller's violation of any applicable laws, Executive Order, or regulation.

If a Government Contract number is indicated, Seller agrees that performance of this Purchase Order is subject to the laws and regulations of the Department of Defense, Department of Energy, or other Federal Government agency, including but not limited to those identified in these terms and conditions. Any knowing willful act to falsify, conceal, or alter a material fact, or any false, fraudulent, or fictitious statement or representation, in connection with the performance of work under this order may be punishable in accordance with applicable Federal statutes.

17. DISPUTE RESOLUTION

Any controversy or claim arising out of the Purchase Order shall first be submitted to mediation. Where the matter fails to resolve at mediation the parties will then submit the matter to binding arbitration in the City of San Francisco, State of California in accordance with the commercial rules of the American Arbitration Association by an arbitrator appointed in accordance with those rules. The decision of the arbitrator shall be final and binding on all parties and shall be enforceable in any court of competent jurisdiction.

18. INTELLECTUAL PROPERTY PROTECTION

The rights of the U.S. Government in technical data, computer software and inventions pertaining to the supplies and/or services delivered under the Purchase Order are set forth in the applicable FAR and DFARS clauses incorporated by reference. Buyer shall have the right to utilize the supplies and/or services in performance of Buyer's contractual obligations to its customer, including the right to copy and modify any technical data and computer software delivered under this purchase order and the right to deliver such technical data and computer software to Buyer's customers if it is required as a deliverable under Buyer's contract with its customer.

The Purchase Order does not confer or grant to Seller, in any manner whatsoever, any license under any patent, trademark, trade secret, mask work, copyright or other intellectual property right held by Buyer, except as needed to perform the work ordered by Buyer under the Purchase Order.

Seller shall not use, reproduce or appropriate for, or disclose to anyone other than Buyer, any materials, drawings, designs and other property or data furnished by Buyer, nor shall Seller use the same to produce or manufacture more articles than are set forth in the Purchase Order, and legal title and ownership to all items produced by Seller pursuant to the terms of the Purchase Order shall remain with Buyer at all times. Seller shall bear the risk of loss or damage to such property furnished by Buyer unless such loss or damage is solely and directly caused through the negligence of Buyer. All such Buyer furnished property, together with any spoiled or surplus materials, shall be returned to Buyer at the termination or the completion of the Purchase Order unless otherwise directed by the Buyer.

19. INTELLECTUAL PROPERTY INDEMNIFICATION

Seller shall indemnify and hold harmless Buyer, Buyer's authorized agents and employees, Buyer's customers, and/or the Government and their respective agents and officers and employees, from any and all claims, liabilities, and losses including costs, for infringement of any patent, copyright, trademark rights or other proprietary rights, unfair trade practices, or unfair competition practices, or other intellectual property claims arising out of the manufacture or delivery of supplies or performance of services under this Purchase Order or out of the use or disposal by, or for the account of, Buyer, Buyer's customer and/or the Government of such supplies.

20. PROTECTION OF INFORMATION

If a separate confidentiality, nondisclosure, or proprietary information agreement exists between Buyer and Seller which relates to the subject matter of the Purchase Order, then confidential or proprietary information furnished by one party to the other party shall be protected pursuant to such agreement, and this Paragraph 21 shall not apply.

For purposes of this paragraph, "Information" shall mean information disclosed to Seller by Buyer in connection with this Purchase Order, which is either identified to Seller as being proprietary 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.

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 upon request or when no longer required for the performance of this Purchase 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 by or associated with Seller's company except as specifically authorized by Buyer. Seller agrees not to use Information to develop any product, service or system, or to support any third party in the development of any product, service or system.

Data and information provided by the Seller shall be considered proprietary only when marked as proprietary.

Seller's proprietary data and information will be used by Buyer only upon approval by Seller.

Seller's obligations with respect to Information disclosed hereunder prior to the performance in full, termination or cancellation of this

Purchase Order shall not, except as expressly set forth herein, be affected by such performance in full termination or cancellation.

Buyer or its representatives may at any time audit all pertinent books, records, and files of Seller in order to verify compliance with this Paragraph. Seller will, in all of its contracts with its suppliers relating to any Buyer Purchase Order, include provisions which secure for Buyer all of the rights and protections provided for by this Paragraph.

21. REPORTING OF PAYMENTS

Seller shall not accept any inducement, payment or gratuity from any third party or subcontractor in connection with the selection of that third party or subcontractor to perform work on the Purchase Order. Where Seller has accepted payment, inducement or gratuity from a subcontractor or third party that refers or relates to work or materials set forth in the Purchase Order, Buyer may terminate the Purchase Order immediately.

Seller shall not offer an inducement, gratuity or payment to Buyer, its agents or employees, in order to obtain any Purchase Order, and where Seller has so offered, Buyer may terminate the Purchase Order immediately.

The rights and remedies of Buyer under this section are in addition to any other rights and remedies provided by law, or under the Purchase Order.

22. COUNTERFEIT COMPONENTS AND PARTS

Seller acknowledges Buyer's concerns regarding the supply of any counterfeit components and parts. To prevent the supply of counterfeit components and parts Seller agrees to provide only components and parts that are procured from the Original Equipment Manufacturer ("OEM"), through the OEM's authorized distributor chain. Where Seller purchases components and parts through an Independent Distributor, Seller must notify Buyer in writing and make available to Buyer OEM documentation that establishes the components and parts from the OEM.

Where Seller supplies counterfeit components and parts, such parts shall be impounded by Buyer. Thereafter Buyer shall notify Seller in writing of the counterfeit components and parts demanding that Seller immediately replace the counterfeit components and parts with those that are procured from an acceptable manufacturer and/or distributor.

Seller shall be liable for all damages that reasonably flow from its supply of counterfeit components and parts, whether Seller's supply was knowingly or unknowingly, including but not limited to Buyer's replacement costs, business delay costs, labor costs, and any damages asserted by a Third Party to whom Buyer has supplied or distributed Seller's counterfeit parts or components.

23. EXPORT REQUIREMENTS

A. Export Compliance. Performance of this Purchase Order may involve the use of or access to articles, technical data or software that is subject to export controls set forth in the following: 22 USC 2751-2796, the Arms Export Control Act; 22 Code of Federal Regulation 120-130, International Traffic in Arms Regulations; 50 USC 2401-2420, the Export Administration Act; and 15 Code of Federal Regulations 768-799, Export Administration Regulations; along with their supplemental laws and regulations collectively referred to as the "Export Laws and Regulations." Seller represents and warrants that it is a U.S. Person as that term is defined in the Export Laws and Regulations. Seller shall comply with any and all Export Laws and Regulations and any license(s) issued there under.

B. Foreign Personnel. Seller shall not give any Foreign Person access to technical data, software or Defense Articles, or provide unauthorized Defense Service as those terms are defined in the applicable Export Laws and Regulations without the prior written consent of Buyer. Any request for such information must state the intended recipient's citizenship and status under 8 USC 1101 and 8 USC 1324 (the Immigration and Naturalization Act), and such other information as Buyer may reasonably request. No consent granted by Buyer in response to Seller's request under this paragraph B shall relieve it of its obligations to comply with the provisions of Paragraph A or the Export Laws and Regulations, nor shall any consent constitute a waiver of the requirements of Paragraph A, nor constitute consent for seller to violate any provision of the Export Laws and Regulations.

C. Indemnification. Seller shall indemnify and hold harmless Buyer from and against any and all damages, liabilities, penalties, fines, costs, and expense, including attorneys' fees and costs, arising out of any claim for Seller's failure to comply with the requirements contained under this section or the provisions contained in the Export Laws and Regulations. Where Seller has failed to perform in accordance with this section concerning Export

Requirements, Seller will be deemed to be in breach of the Purchase Order and Buyer may immediately terminate the contract.

D. Incorporation and Adoption of Export Requirements into all Subcontracts by Seller. The requirements, duties and regulations contained in this section entitled "Export Requirements" shall be adopted and incorporated by Seller into all Seller subcontracts that refer or relate to work performed under the Purchase Order.

24. INDEMNIFICATION AGAINST PERSONAL AND PROPERTY CASUALTY LOSS

Seller shall indemnify and hold harmless Buyer, Buyer's authorized agents and employees, Buyer's customers or subsequent purchasers, and/or the Government and their respective agents and officers and employees, from any and all claims, liabilities, and losses including costs, whether the claim is of injury to person or property, arising from the reasonable and foreseeable use of any and all materials and products supplied by Seller pursuant to the terms of this Purchase Order. Seller agrees to maintain a policy of general liability insurance and property casualty to insure against the risk or loss caused by the reasonable or foreseeable use of any product or material supplied pursuant to the terms of this Purchase Order.

25. PRICING

Seller warrants that the prices charged Buyer as indicated in the Purchase Order to not exceed the current sales process charged to similarly situated buyers on like quantities, similar conditions and similar terms.

26. NEWS OR ADVERTISING RELEASES

No news release in any way relating to Buyer or Seller concerning the Purchase Order shall be made by either party to any news media or to the general public without the prior approval of the other party. Seller will not, and will require its suppliers and subcontractors to not, advertise or publish the fact that Buyer has ordered supplies or services from Seller, or the terms or nature of such order. Seller will not, and will not cause its employees and other representatives to not, disclose information in company periodicals, press releases, public lectures, sales or other promotional literature, or otherwise. The parties agree that in the event a news release is so approved and made, such news will recognize Buyer and Seller.

27. WARRANTY

Supplier warrants that all items to be delivered under this Purchase Order will be free from defects in material workmanship and that all items will conform to applicable specifications, drawings and other descriptions, and are suitable for the intended purpose. The warranties of the Supplier together with its service warranties and guarantees for labor, parts and service shall run to Buyer for a period of one (1) year (or longer if requested by Buyer and memorialized in a separate agreement or in the Purchase Order) from the date of delivery of each item herein. At any time within the warranty period, if any of the goods or services are found to be defective in material or workmanship or otherwise not in conformity with the requirements of this Purchase Order, Buyer, in addition to any other rights which it may have, shall have the right to reject and return such goods or services at Supplier's expense (including Buyer's handling charges) or require that such items or materials be corrected or replaced immediately with satisfactory material or workmanship.

28. INSURANCE

Seller shall at all times maintain a policy of general liability insurance and property casualty insurance with minimum coverage of \$1,000,000 per occurrence. Additionally, Seller shall maintain a policy of workers compensation insurance. Seller agrees to provide Buyer with proof of insurance upon Buyer's demand.

29. CONFLICT MINERALS VERIFICATION

Seller is hereby notified that in accordance with Section 1502 of the Dodd-Frank Wall Street and Consumer Protection Act certification shall be provided to the Buyer that product(s) / component(s) supplied are "DRC Conflict Free1".

1 Conflict Minerals are those minerals, including cassiterite, columbite-tantalite (coltan), gold, wolframite and their derivatives (limited to tantalum, tin, and tungsten), that originated in the Democratic Republic of the Congo (DRC) or an adjoining country and financed and/or benefited armed groups.

30. ENTIRE AGREEMENT

The Terms and Conditions for Purchase, as set forth herein, along with the Purchase Agreement and any other document incorporated by reference, constitute the entire agreement between buyer and Seller with respect to any order. No modification hereof, shall be of any force and effect in writing and duly signed by the authorized representative of each party.