

PERSPECTA ENTERPRISE SOLUTIONS PURCHASE ORDER TERMS AND CONDITIONS  
UNITED STATES 01 December 2018

1 TERMS AND CONDITIONS

Unless this order ("Order") is issued pursuant to an executed procurement agreement between Perspecta Enterprise Solutions LLC, or an Affiliate of Perspecta Enterprise Solutions LLC, issuing the Order ("Perspecta Enterprise Solutions") and the person or entity identified as supplier ("Supplier"), this Order and any attachments are the sole agreement between Perspecta Enterprise Solutions and Supplier with respect to the products ("Products") and/or services ("Services") specified herein. No other documents, including Supplier's proposals, invoices, quotations or acknowledgements become part of this Order unless approved in writing by Perspecta Enterprise Solutions. No waiver of a term or condition or modification of this Order shall be binding on either party unless in writing and signed by authorized representative of each party.

1.1 Definition of Affiliate: "Affiliate" means any entity controlled, directly or indirectly, by, under common control with, or controlling a Party, and specifically includes without limitation, subsidiaries, partnerships, joint ventures, and other entities or operations for which the Party has operational or management control. For the purposes of this definition, control means the power, direct or indirect, to direct, or cause the direction of the management and policies of such entity whether by contract or otherwise and, in any event and without limitation of the previous sentence, owning the majority of the voting stock, shares, securities or assets of another entity.

2 PRICES/TAXES, PAYMENT TERMS AND ACCEPTANCE

2.1 Price. If pricing is not stated on this Order or in an executed procurement agreement, then Supplier's pricing shall not exceed the lowest prices charged by Supplier to other similarly situated customers. Except as otherwise provided in this Order, such prices are inclusive of applicable value added tax and other similar taxes (collectively "VAT"), freight charges and duties.

2.2 Taxes. Perspecta Enterprise Solutions shall pay or reimburse Supplier for Value Added Tax, GST, PST, Sales and Use or any similar transaction taxes imposed on the sale of Products and/or Services sold to Perspecta Enterprise Solutions under this Order provided the taxes are statutorily imposed either jointly or severally on Perspecta Enterprise Solutions. Perspecta Enterprise Solutions shall not pay or reimburse Supplier for any taxes which are statutorily imposed on Supplier including but not limited to taxes imposed Supplier's net or gross income, capital, net worth, property, or any employment related taxes on Supplier or Supplier's Personnel. Where Services are performed and/or Products are produced, sold or leased by Supplier in the same country as that of use by Perspecta Enterprise Solutions, an Affiliate of Perspecta Enterprise Solutions, or Perspecta Enterprise Solutions' Customer, then invoicing and payment shall be by and between such local country entities of the parties, unless otherwise agreed upon by the parties in writing.

If Perspecta Enterprise Solutions or an Affiliate of Perspecta Enterprise Solutions is required by law to make any deduction or to withhold from any sum payable hereunder, then the sum payable by Perspecta Enterprise Solutions or such Affiliate of Perspecta Enterprise Solutions upon which the deduction is based shall be paid to Supplier net of such legally required deduction or withholding.

2.3 U.S. Sales and Use Tax. For U.S. purposes, and notwithstanding any language to the contrary above, prices are exclusive of Sales and Use tax. Such taxes, if applicable, shall be added separately in Supplier's invoice, and shall remit such taxes to Supplier. Supplier will not invoice or otherwise attempt to collect from Perspecta Enterprise Solutions any taxes with respect to which Perspecta Enterprise Solutions has provided Supplier with (i) a valid resale or exemption certificate, (ii) evidence of direct payment authority, or (iii) other evidence, reasonably acceptable to Supplier, that such taxes do not apply.

2.4 Payment Terms. Unless Supplier is an Approved Small Business or unless expressly stated otherwise on an Order Form or SOW issued under this Agreement, Perspecta Enterprise Solutions agrees to pay Supplier the undisputed amount of an invoice within sixty (60) days after the receipt of a valid, complete and properly documented invoice. If Supplier is an Approved Small Business, Perspecta Enterprise Solutions agrees to pay Supplier the undisputed amount of an invoice within thirty (30) days after the receipt of a valid, complete and properly documented invoice. Payment will not constitute acceptance of Services or impair Perspecta Enterprise Solutions' right to inspect. Acceptance shall be when Perspecta Enterprise Solutions deems the Services to meet its specified criteria ("Acceptance"). Perspecta Enterprise Solutions, at its option, and without prior notice to Supplier, shall have the right to set off or deduct from any Supplier's invoice, any credits, refunds or claims of any kind due Perspecta Enterprise Solutions.

2.5 Invoicing. Except as may be prohibited by Applicable Laws, Supplier will implement an electronic invoicing process upon request by Perspecta Enterprise Solutions and at Supplier's sole expense, to submit invoices electronically to Perspecta Enterprise Solutions or Perspecta Enterprise Solutions' third-party service provider in the electronic format specified by Perspecta Enterprise Solutions or such third-party service provider. Supplier acknowledges and agrees that use of such process may entail disclosure of information to the service provider about the purchasing relationship between Perspecta Enterprise Solutions and the Supplier, provided that such service provider is bound by Perspecta Enterprise Solutions to confidentiality obligations as to Supplier's information substantially similar to those provided under these terms. If Supplier fails to implement the electronic invoicing process within a reasonable time (not to exceed ninety (90) days) after Perspecta Enterprise Solutions' request, Perspecta Enterprise Solutions may withhold payment on any invoice not received electronically until such time as Supplier submits the invoice electronically.

3 SHIPMENT, DELIVERY AND IMPORT/EXPORT

3.1 Late Delivery. Supplier shall give Perspecta Enterprise Solutions prompt notice of

any prospective failure to ship Products or provide Services on the delivery date specified by Perspecta Enterprise Solutions (the "Delivery Date").

3.2 Portion of Products/Services Available. If only a portion of Products and/or Services is available for shipment or performance to meet the Delivery Date, Supplier shall promptly notify Perspecta Enterprise Solutions and proceed unless otherwise directed by Perspecta Enterprise Solutions. Supplier shall be responsible for any cost increase in the shipment of Products due to its failure to meet the Delivery Date and/or if such method does not comply with Perspecta Enterprise Solutions' shipping instructions.

3.3 Non-Compliant Delivery. Overshipments and/or early deliveries may be returned at Supplier's sole expense, or Perspecta Enterprise Solutions may delay processing the early delivery invoice until the Delivery Date.

3.4 Packaging, Delivery, Shipment and Import/Export Compliance. Supplier will comply with Perspecta Enterprise Solutions' Global Trade and Logistics Requirements ("TLR") and Perspecta Enterprise Solutions' Environmental Packaging requirements set forth in the on the Perspecta Enterprise Solutions Supplier Portal. Any cost or expense incurred by Perspecta Enterprise Solutions due to Supplier's failure to comply with Perspecta Enterprise Solutions' TLR and Perspecta Enterprise Solutions' Environmental Packaging requirements shall be the sole responsibility of Supplier.

3.5 Trade Controls. Perspecta Enterprise Solutions and Supplier will comply with all applicable export, import and trade-related laws and regulations of the United States and other nations. To this effect, Supplier warrants that: (i) if necessary and upon Perspecta Enterprise Solutions' request, it will provide Perspecta Enterprise Solutions with technical specifications concerning commodities, software, technology or services covered by this agreement sufficient for Perspecta Enterprise Solutions to determine the appropriate export and import classification of such items under applicable regulations; (ii) to the best of the Supplier's knowledge, the Supplier is not listed on any U.S. Government international trade sanctions lists and that Supplier will give immediate notice to Perspecta Enterprise Solutions in the event that it is so listed; and

(iii) Supplier agrees that before releasing, transferring, or exporting any restricted products, software, technology, technical data or technical assistance to Country Groups D:1, E:1 and E:2 as identified in Supplement No. 1 to Part 740 of the U.S. Export Administration Regulations, (i) Supplier will obtain any required US government authorization; and (ii) if any such restricted software, technology, technical data or technical assistance is provided by Perspecta Enterprise Solutions, Supplier will obtain written authorization from Perspecta Enterprise Solutions, and (iii) the Supplier agrees to be the exporter of record and assumes responsibility in complying with all applicable export laws including U.S. export and re-export laws and regulations.

4 CHANGES

4.1 Change or Cancellation. Perspecta Enterprise Solutions may, without charge, change or cancel any portion of this Order including, without limitation, quantity required, Perspecta Enterprise Solutions designs or specifications prior to shipment provided Perspecta Enterprise Solutions gives Supplier notice. If Perspecta Enterprise Solutions changes or cancels any portion of this Order as provided above, Supplier shall provide Perspecta Enterprise Solutions with a written claim for adjustment prior to shipment which contemplates Supplier's actual costs incurred as a direct result of such change or cancellation which are not recoverable by either: (i) the sale of Products or provision of Services to other parties within a reasonable time or (ii) the exercise by Supplier, in a commercially reasonable manner, of other mitigation measures. If the parties are unable to agree on the adjustment amount, Perspecta Enterprise Solutions may, without any liability to Supplier, terminate this Order as to all Products and/or Services affected.

4.2 No Process or Design Changes. Supplier shall not make any process or design changes affecting Products or Services without Perspecta Enterprise Solutions' prior written consent.

4.3 Forecasts. Any forecasts provided by Perspecta Enterprise Solutions shall not constitute a commitment of any type by Perspecta Enterprise Solutions.

4.4 Discontinuance of Products. Supplier shall provide at least twelve (12) months written notice to Perspecta Enterprise Solutions prior to Supplier's discontinuance of manufacturing any Products. Such notice shall include, at a minimum, Perspecta Enterprise Solutions part numbers, substitutions, and last date that orders will be accepted for such Products.

5 QUALITY

Supplier shall maintain a quality system that ensures compliance that all Products and/or Services set forth in this Order, or otherwise supplied to Perspecta Enterprise Solutions, will meet the standards specified in Supplier's quality system. If requested, Supplier shall provide Perspecta Enterprise Solutions with a copy of Supplier's quality system and supporting test documentation.

6 WARRANTY

6.1 Warranties. Supplier warrants that all software, Services and Products will (i) be manufactured, processed, and assembled by Supplier or its authorized subcontractors; (ii) be free from malware, known security vulnerabilities, defects in design, material and workmanship; (iii) conform to specifications, including Perspecta Enterprise Solutions' General Specification for the Environment and any requirements and certifications regarding any rules, regulations or laws pursuant to the return of hazardous material; (iv) be new and contain first-quality components and parts; (v) be free and clear of all liens, encumbrances, restrictions, and claims against title or ownership; and (vi) not infringe any patent, trademark, copyright or

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other intellectual property right of a third party, and (vii) all Services will be performed in a professional manner.

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- 6.2 **Survival of Warranties.** Except for non-infringement in Section 6.1 (vi), above which shall survive indefinitely, all other warranties specified herein shall: (i) survive any inspection, delivery, Acceptance, or payment by Perspecta Enterprise Solutions (ii) be in effect for the longer of Supplier's normal warranty period or the one (1) year period following the date of Acceptance of the Products and/or Services by Perspecta Enterprise Solutions and (iii) extend to Perspecta Enterprise Solutions and its successors, assigns, and customers.
- 6.3 **Epidemic Failure Warranty.** Supplier warrants all Products against Epidemic Failure for a period of three years after Perspecta Enterprise Solutions' Acceptance. Epidemic Failure means the occurrence of the same failure, defect, or nonconformity with an Order in 2% or more of Products within any three-month period.
- 6.4 **Perspecta Enterprise Solutions' Right to Inspect.** Perspecta Enterprise Solutions may, at any time, inspect the software, Services, or Products and associated manufacturing processes. Inspection may occur at the Supplier's facility, plant or subcontractor's plant. Supplier will inform its vendors and subcontractors of Perspecta Enterprise Solutions' right to inspect and shall secure that right for Perspecta Enterprise Solutions if necessary.
- 7 **NON-COMPLYING PRODUCTS AND/OR SERVICES**
- 7.1 **Non-Compliance.** Any Products or Services that are not in conformity with the requirements of an Order ("Non-Complying Products" and "Non-Complying Services", respectively), may be returned at Perspecta Enterprise Solutions' option at Supplier's risk and expense. Perspecta Enterprise Solutions may procure similar Products or Services in substitution for the Non-Complying Products or Services, and Supplier shall refund the cost of the Non-Complying Products and Service and reimburse Perspecta Enterprise Solutions upon demand for all additional costs incurred by Perspecta Enterprise Solutions.
- 7.2 **Epidemic Failure Remedy.** If an Epidemic Failure occurs, all costs, including but not limited to, replacement Products, parts, upgrades, materials, labor, transportation and inventory replacement arising from an Epidemic Failure shall be borne by Supplier, regardless of whether Perspecta Enterprise Solutions initiates a field stocking recall or customer based recall or retrofit, including Products in distributor inventory and Perspecta Enterprise Solutions' installed base. Supplier, at its expense, will ensure that such Products, parts or upgrades have the highest shipping priority. Perspecta Enterprise Solutions reserves the right to procure, upon terms it deems appropriate, similar products to substitute the affected Products, and Supplier shall promptly reimburse Perspecta Enterprise Solutions for all costs, charges, prices and fees paid in purchasing the substitute products.
- 8 **DEFAULT**
- 8.1 If Supplier fails to perform or breaches any provision of this Order, or any other order or agreement with Perspecta Enterprise Solutions, Perspecta Enterprise Solutions may terminate the whole or any part of this Order, unless Supplier cures the breach within ten (10) business days after receipt of Perspecta Enterprise Solutions' notice of breach. The term "breach" shall include, without limitation, any: (i) proceeding, whether voluntary or involuntary, in bankruptcy or insolvency by or against Supplier; (ii) appointment, with or without Supplier's consent, of a receiver or an assignee for the benefit of creditors; (iii) failure to provide Perspecta Enterprise Solutions with reasonable assurances of performance on Perspecta Enterprise Solutions' request; or (iv) other failure to comply with this Order. In the event that Perspecta Enterprise Solutions terminates this Order in whole or in part as provided in Section 7.1, Perspecta Enterprise Solutions may procure, Products or Services similar to the Products or Services as to which this Order is terminated. Supplier shall reimburse Perspecta Enterprise Solutions upon demand for all additional costs incurred.
- 9 **LICENSE GRANT**
- If Products include software, firmware or documentation, Supplier grants to Perspecta Enterprise Solutions a non-exclusive, perpetual, royalty free, worldwide license to use, reproduce, display, prepare derivative works of the documentation and distribute such works, software, firmware or documentation directly or as integrated into Perspecta Enterprise Solutions products, and to sublicense such rights to third parties. **Requirements of Third Party Licenses.** Supplier shall identify all licenses and deliver to Perspecta Enterprise Solutions all materials required to meet the requirements of any licenses for third party software that is included in the Products. Supplier shall deliver to Perspecta Enterprise Solutions the source code for any software licensed under a license that has a source availability requirement (such as the GNU General Public License). If the source code is not included with the material that Supplier has previously delivered, Supplier shall deliver within seven (7) days after Perspecta Enterprise Solutions' request the source code for any software licensed under an open source license that has a source availability requirement. Supplier grants Perspecta Enterprise Solutions the right to duplicate and distribute the materials as necessary.
- 10 **INDEMNIFICATION, INSURANCE, AND CONFIDENTIAL INFORMATION**
- 10.1 **General Indemnification.** Supplier agrees to protect, defend, indemnify and save Perspecta Enterprise Solutions harmless from all sums, costs and expenses as a result of any and all loss, expense, damage, liability, claims, demands, either at law or in equity, resulting from any personal injury or death, or damages to property resulting directly or indirectly from the performance of Supplier hereunder.
- 10.2 **Intellectual Property Indemnification.** Supplier agrees to defend, indemnify, and hold harmless Perspecta Enterprise Solutions and its affiliates, subsidiaries, assigns, agents, subcontractors, distributors and customers (collectively "Indemnitees") from and against all claims, losses, demands, fees, damages, liabilities, costs, expenses, obligations, causes of action, suits, or injuries, of any kind or nature, arising from: (i) any claim that Supplier's Products or Services, or the use, sale or importation of them, infringes any intellectual property right. Without limiting the foregoing, Supplier will pay all costs, damages and expenses (including reasonable attorneys' fees) incurred by Perspecta Enterprise Solutions and/or its Indemnitees and will pay any award with respect to any such claim or agreed to in settlement of that claim.
- 10.3 **Infringing Products or Services.** If the use of any Products or Services is enjoined (collectively, "Infringing Products"), Supplier shall at its expense procure the right for Perspecta Enterprise Solutions to continue using or receiving the Infringing Products. If Supplier is unable to do so, Supplier shall at its expense (and at Indemnitees' option): (i) replace the Infringing Products with non-infringing Products or Services of equivalent form, function and performance; or (ii) modify the Infringing Products to be non-infringing without detracting from form, function or performance; or (iii) if unable to replace or modify the Infringing Products, refund in full all monies paid by Perspecta Enterprise Solutions for the Infringing Products and pay all reasonable costs incurred by Perspecta Enterprise Solutions in replacing the Infringing Products.
- 10.4 **Removal of Perspecta Enterprise Solutions Trademarks.** Supplier shall remove from all Products rejected, returned or not purchased by Perspecta Enterprise Solutions, Perspecta Enterprise Solutions' name and any of Perspecta Enterprise Solutions' trademarks, trade names, insignia, part numbers, symbols, and decorative designs, prior to any other sale, use, or disposition of such Products by Supplier.
- 10.5 **Insurance.** During the performance of this Order, Supplier will maintain in full force and effect, at Supplier's expense, Workers' Compensation insurance as required by law or regulation, having jurisdiction over Supplier's employees. If Workers' Compensation is through a Social Scheme, which is any compulsory insurance program administered and enforced by government, Supplier agrees to be in full compliance with such laws. Employer's Liability insurance in amounts not less than the local currency equivalent of U.S. \$1,000,000. Where permitted by law, such policies will contain a waiver of the insurer's subrogation rights against Perspecta Enterprise Solutions. In addition, Supplier shall maintain, at its expense, a Comprehensive General Liability insurance policy covering claims of bodily injury, including death, products and completed operations, contractual liability, and property damage that may arise out of use of the Products or acts of omission of Supplier under this Order, and containing such other provisions as may be required by Perspecta Enterprise Solutions. Such policy or policies shall provide a coverage minimum of U.S. \$1,000,000 per occurrence. Each policy shall name Perspecta Enterprise Solutions, its officers, directors, and employees as additional insureds. All such policies shall provide that the coverage thereunder shall not be terminable without at least thirty (30) days prior written notice to Perspecta Enterprise Solutions. Upon demand by Perspecta Enterprise Solutions, Supplier shall promptly supply Perspecta Enterprise Solutions with certificates of insurance of such policies. In no event will the coverage or limits of any insurance maintained by Supplier under this Order, or the lack or unavailability of any other insurance, limit or diminish in any way Supplier's obligations or liability to Perspecta Enterprise Solutions hereunder.
- 10.6 **Confidential Information.** "Confidential Information" includes all information designated by Perspecta Enterprise Solutions as confidential, the existence and the terms and conditions of this Order, and including but not limited to, all information or data concerning the Products and/or Services, general business plans, customers, costs, forecasts, and profits. Except as required for Supplier's performance of this Order, Supplier shall not use or disclose any Confidential Information obtained from Perspecta Enterprise Solutions or otherwise prepared or discovered by either Supplier or Perspecta Enterprise Solutions and shall protect the confidentiality of Confidential Information with the same degree of care as Supplier uses for its own similar information, but no less than reasonable care.
- 10.7 **Publicity.** Supplier shall not make or authorize any news release, advertisement, or other disclosure to any third party which shall deny or confirm the existence of this Order or reveal the terms of this Order without prior written consent of Perspecta Enterprise Solutions.
- 10.8 **Access to Information Systems.** Access, if any, to Perspecta Enterprise Solutions' Information Systems is granted solely to perform the Services under this Order, and is limited to those specific Perspecta Enterprise Solutions Information Systems, time periods and personnel as are separately agreed to by Perspecta Enterprise Solutions and Supplier from time to time. Perspecta Enterprise Solutions may require Supplier's employees, subcontractors or agents to sign individual agreements prior to access to Perspecta Enterprise Solutions' Information Systems. Use of Perspecta Enterprise Solutions Information Systems during other time periods or by individuals not authorized by Perspecta Enterprise Solutions is expressly prohibited. Access is subject to Perspecta Enterprise Solutions business control and information protection policies, standards and guidelines as may be modified from time to time. Use of any other Perspecta Enterprise Solutions Information Systems is expressly prohibited. This prohibition applies even when a Perspecta Enterprise Solutions Information System that Supplier is authorized to access, serves as a gateway to other Information Systems outside Supplier's scope of authorization. Supplier agrees to access Information Systems only from specific locations approved for access by Perspecta Enterprise Solutions. For access outside of Perspecta Enterprise Solutions premises, Perspecta Enterprise Solutions will designate the specific network connections to be used to access Information Systems.
- 11 **DATA SECURITY AND PRIVACY**
- 11.1 Supplier will implement and maintain privacy and security measures to protect Perspecta Enterprise Solutions Data, Services and Products in accordance with the current Data Network

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Security & Privacy Schedule on the Supplier Portal. These terms may be modified from time to time. Any terms not defined within this document will rely on the definition in the Data Network Security & Privacy Schedule.

- 11.2 If Supplier is providing Services related to Perspecta Enterprise Solutions Products which are integrated into Perspecta Enterprise Solutions Products, Supplier will also comply with Perspecta Enterprise Solutions' Supplier Compliance Requirements set forth in the Perspecta Enterprise Solutions Supplier Portal
- 11.3 Supplier shall only collect, store, transfer, share, view, access or otherwise process ("Process") Perspecta Enterprise Solutions Data and access information systems to the extent and manner necessary to provide the Services, software or Products, in accordance with ES's instructions as set out in this Agreement. Any access to or use of Perspecta Enterprise Solutions information systems or Processing of Perspecta Enterprise Solutions Data by or on behalf of Supplier for any other purpose shall be deemed a material breach of the Agreement by Supplier. Supplier shall not sell, rent, transfer, distribute, disclose, copy, alter, or remove Perspecta Enterprise Solutions Data, Perspecta Enterprise Solutions information system, or Product unless authorized in writing by Perspecta Enterprise Solutions. Supplier shall ensure all Processing of Data and provisioning of Services and Products complies with all Applicable Laws. If Supplier cannot Process the Data or provide Services or Products in accordance with such Applicable Laws and these terms then Supplier shall immediately notify Perspecta Enterprise Solutions in writing.
- 11.4 Supplier shall develop, implement and maintain a comprehensive information security program with information security industry standard safeguards, such as ISO 27001/2, to protect Data against Security Breach and to provide secure Services or Products.
- 11.5 All Notifications, whether related to Security Breach, Inquiry, Product security vulnerability or non-compliance, shall be made to the Perspecta Enterprise Solutions Cybersecurity via (a) email at Cybersecurity.cybersecurity@perspecta.com and (b) telephonically to 1-855-675-2265. Supplier shall use commercially reasonable efforts to provide Perspecta Enterprise Solutions with Notification within 12 hours after Supplier becomes aware of a Security Breach.

## 12 GOVERNMENTAL COMPLIANCE

- 12.1 General. Supplier will at all times comply with all federal, state, local and foreign laws, rules and regulations applicable to its obligations under this Order and, if applicable, its manufacture of Products. Supplier shall furnish to Perspecta Enterprise Solutions all information required to enable Perspecta Enterprise Solutions to comply with such laws, rules, and regulations in its use of the Products and Services or reasonably requested by Perspecta Enterprise Solutions to confirm compliance with such laws, rules and regulations or with the provisions of this Order.
- 12.2 Security. Without limiting Section 12.1, Supplier warrants that in all countries in which Supplier does business, its operations and shipments comply with all applicable laws and regulations regarding security. To the extent applicable to Supplier's business, Supplier agrees to implement the Security Recommendations set forth by the U.S. Customs Service Customs-Trade Partnership Against Terrorism ("C-TPAT") (<https://www.cbp.gov/border-security/ports-entry/cargo-security/ctpat>) or equivalent security guidelines. In addition, Supplier shall meet or exceed security requirements designated by Perspecta Enterprise Solutions. Supplier and Perspecta Enterprise Solutions may perform a formal, documented security compliance audit on an annual basis, with the first audit taking place upon Perspecta Enterprise Solutions' request at any time after Supplier's acceptance of this Order. Supplier shall immediately notify Perspecta Enterprise Solutions in writing of any area where it fails to meet the applicable recommendations of C-TPAT or equivalent security guidelines, or the Perspecta Enterprise Solutions Security requirements. Upon notification of Supplier's failure to comply, whether by Supplier or through an audit or Perspecta Enterprise Solutions inspection, Perspecta Enterprise Solutions may either terminate the Order or grant a waiver of the requirement for a limited time to allow Supplier to become compliant.
- 12.3 U.S. Federal Procurement Requirements. Without limiting Section 12.1, in light of Perspecta Enterprise Solutions' status as a U.S. Federal contractor and subcontractor, all applicable procurement regulations required by federal statute or regulation to be inserted in contracts or subcontracts pursuant to FAR 52.2125(e) and/or FAR 52.244-6 apply to this Order, including but not limited to FAR 52.203-13, Contractor Code of Business Ethics and Conduct, FAR 52.219-8 Utilization of Small Business Concerns, FAR 52.222-26 – Equal Opportunity, FAR 52.222- 35-Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans, FAR 52.222-36 – Affirmative Action for Workers with Disabilities, FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (E.O. 13496), FAR 52.222-41 – Service Contract Act of 1965, FAR 52.222-50 alt 1–Combating Trafficking in Persons, FAR 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements, FAR 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Service – Requirements, FAR 52.222-54, Employment Eligibility Verification, FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations, FAR 52.247-64 – Preference for Privately Owned U.S. Flag Commercial Vessels as required in accordance with paragraph (d) of FAR clause 52.247-64. The following additional procurement regulations apply only to any Order referencing a U.S. Government prime contract: 52.2033 Gratuities,

52.203-6 Restrictions on Subcontractor Sales to the Government (Alternate I), 52.203-14 Display Of Hotline Poster(s), 52.204-2 Security Requirements, 52.204-6 Data Universal Numbering System (DUNS) Number, 52.215-2 Audit and Records—Negotiation, 52.219-9 Small Business Subcontracting Plan, 52.219-16 Liquidated Damages-Subcontracting Plan, 52.219-25 Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, 52.219-28 Post Award Small Business Program Representative, 52.222-3 Convict Labor (E.O. 11755), 52.222-19 Child Labor Cooperation with Authorities and Remedies (E.O. 13126), 52.222-21 Prohibition of Segregated Facilities, 52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era, and Other Eligible Veterans, 52.22242 Statement of Equivalent Rates for Federal Hires, 52.222-43 Fair Labor Standards Act and Service Contract Act-Price Adjustment, 52.223-15 Energy Efficiency in Energy-Consuming Products, 52.223-16 IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (E.O. 13423), 52.225-13 Restrictions on Certain Foreign Purchases, 52.228-5 Insurance – Work on a Government Installation, 52.232-7 Payments under Time and Materials and Labor-Hour Contracts, 52.232-29 Terms for Financing of Purchases of Commercial Items, 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration, 52.232-36 Payment by third party, 52.239-1 Privacy or Security Safeguards, 52.245-1 Government Property, 252.203-7000 Requirements Relating to Compensation of Former DoD Officials, 252.205-7000 Provision of Information to Cooperative Agreement Holders, 252.219-7003 Small Business Subcontracting Plan (DoD Contracts), 252.225-7021 Trade Agreements, 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals, 252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns, 252.225-7012 Preference for Certain Domestic Commodities, 252.225-7015 Preference for Domestic Hand or Measuring Tools, 252.236-7013 Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers, 252.227-7015 Technical Data- Commercial Items, 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel, 252.237-7019 Training for Contractor Personnel Interacting with Detainees, 252.246-7003 Notification of Potential Safety Issues, 252.247-7003 Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer, 252.247-7023 Transportation of Supplies by Sea, 252.247-7024 Notification of Transportation of Supplies by Sea. These U.S. Federal clauses have the same force and effect as if they were stated in their full text. Nothing in this paragraph shall restrict the Supplier's ability to use any contract data, tooling or designs, which the Government owns or has the right to use, on the Supplier's direct sales to the Government, where the contract data, tooling or designs owned by the Government is provided to the Supplier by the Government or on its behalf. Upon Supplier's receipt of closeout materials, Supplier shall submit completed paperwork with authorized signatures within the period specified in the closeout documents. If Supplier fails to submit completed paperwork with signatures within the period specified, or to notify Enterprise Services as to conflict of data within the same period, Supplier may have waived its right to any funds owned to Supplier. Supplier is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

- 12.4 Accessibility. Supplier warrants that all Products will meet the requirements set forth in all federal, state, local and foreign laws, rules, and regulations applicable to accessibility of information technology for people with disabilities. Supplier agrees to use personnel trained and knowledgeable in supporting the needs of persons with disabilities in performance of Services under this Order.
- 12.5 Invoice Certification. When and if requested by Perspecta Enterprise Solutions, as a condition precedent to payment thereof, Supplier shall separately certify each invoice as follows: "We certify that contract deliverables listed hereon were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the U.S. Department of Labor issued under Section 14 thereof. We further certify that any and all additional contract deliverables will be produced in compliance with same."

## 13 SOCIALANDENVIRONMENTALRESPONSIBILITY

- 13.1 Social and Environmental Responsibility. Supplier warrants that in all countries in which Supplier and, to Supplier's information and belief, Supplier's authorized subcontractors do business, its and their operations comply with all applicable laws and regulations governing labor and employment, employee health and safety, protection of the environment, and ethical practices. Supplier will comply with Perspecta Enterprise Solutions Supplier Code of Conduct including establishment of management systems as described therein.
- 13.2 Compliance. All Products and their packaging will comply with Perspecta Enterprise Solutions' General Specifications for Environment, DWG No. A-5951-1745-1) in addition to any other Perspecta Enterprise Solutions specifications for the Products. Supplier will furnish Perspecta Enterprise Solutions any information to confirm the material composition of parts,

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components or other constituents of Products or their packaging, as supplied to Perspecta Enterprise Solutions under this Order or as used in any manufacturing processes.

- 13.3 Chemical Substances. Supplier warrants that: (i) each chemical substance contained in Products is on the inventory of chemical substances compiled and published by the Environmental Protection Agency pursuant to the Toxic Substances Control Act and (ii) all Material Safety Data Sheets required to be provided by Supplier for Products shall be provided to Perspecta Enterprise Solutions prior to shipment of the Products and shall be complete and accurate.
- 13.4 Take Back. Supplier will accept back, free of charge, any material included in the Products or their packaging, returned freight prepaid, by Perspecta Enterprise Solutions from any country that requires Products be taken back from the user at the end of life of the Products.

14 MISCELLANEOUS.

- 14.1 No Assignment. Supplier shall not delegate or assign its rights or obligation without Perspecta Enterprise Solutions' prior written consent. Any attempted delegation or assignment by Supplier without such consent shall be void.
- 14.2 Choice of Law. This Order shall be interpreted and governed by the domestic laws of the state of Delaware or the province or country where the Products or Services are delivered or performed.
- 14.3 Limitation of Liability. To the extent permitted by applicable law, in no event will Perspecta Enterprise Solutions, including its subsidiaries, be liable for any lost revenues, lost profits, incidental, consequential, special or punitive damages.
- 14.4 Non-Restrictive Relationship. Perspecta Enterprise Solutions shall not be precluded from independently developing, acquiring from other third parties, distributing or marketing other Products or Services which may perform the same or similar functions as the Products or Services provided under this Order.

15 ANTI-CORRUPTION LAWS.

Supplier agrees that it is familiar with the provisions of the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and other analogous anti-corruption legislation in other jurisdictions in which Supplier conducts business or which otherwise apply to Supplier (collectively, and with related regulations, the "Anti-Corruption Laws"), and that it shall not in connection with the transactions contemplated by this Order make any payment or transfer anything of value, offer, promise or give a financial or other advantage or request, agree to receive or accept a financial or other advantage either directly or indirectly to any government official or government employee (including employees of a government corporation or public international organization) or to any political party or candidate for public office; or to any other person or entity with an intent to obtain or retain business or otherwise gain an improper business advantage. Supplier further agrees that it will not take any action which would cause Perspecta Enterprise Solutions to be in violation of any Anti-Corruption Laws. Supplier will promptly notify Perspecta Enterprise Solutions if it becomes aware of any such violation and indemnify Perspecta Enterprise Solutions for any losses, damages, fines or penalties that Perspecta Enterprise Solutions may suffer or incur arising out of or incidental to any such violation. In case of breach of the above, Perspecta Enterprise Solutions may suspend or terminate the Order at any time without notice, liability, or indemnity. Supplier shall, upon Perspecta Enterprise Solutions' request, allow Perspecta Enterprise Solutions to conduct periodic audits of Supplier's books and records to ascertain compliance with this clause. This provision will survive termination of the Order for any reason. Each of Supplier's employee, agent, representative, subcontractor, or other party who has been or will be engaged by Supplier in connection with this Agreement will be made aware of the above obligations; will agree to comply with them; and will have signed, prior to beginning such involvement, an agreement with Supplier stating that they are aware of the above obligations and agree to comply with them. In addition, Supplier is and will be responsible for and will indemnify Perspecta Enterprise Solutions to the greatest extent permitted by law against any and all liability that may arise from the actions of such employee, agent, representative, subcontractor, or other party and any of their failures to comply with the terms of this Order and their corresponding agreement with Supplier.

16 SECURITY CERTIFICATION COMPLIANCE.

The following Federal Subcontract Security Certification process is in addition to Section 11.2 Security requirements and applies to any Supplier providing cleared personnel to Perspecta Enterprise Solutions. Suppliers providing cleared personnel will be required to adhere to these requirements. If you are not providing cleared personnel to Perspecta Enterprise Solutions, these requirements do not apply and are self-deleting. Supplier through their appropriate security officer shall provide to Perspecta Enterprise Solutions such information about Supplier's industrial security program as used in performance of this Order Perspecta Enterprise Solutions deems sufficient to determine whether Supplier is complying with, and able to comply with, Supplier's industrial security obligations under this Order. Supplier shall answer any questionnaires and surveys as Perspecta Enterprise Solutions issues to Supplier to audit Supplier's performance under, and compliance with, this Order and shall return any questionnaires and surveys to the location and by the means Perspecta Enterprise Solutions specifies.

Supplier understands and acknowledges that failure to comply with or being found by Perspecta Enterprise Solutions at Perspecta Enterprise Solutions' sole discretion, to be incapable of complying with Supplier's industrial security obligations under this Order shall constitute a material breach of this Order and Perspecta Enterprise Solutions shall have the unilateral right to terminate this Order for cause or require Supplier to implement and give to Perspecta Enterprise Solutions a satisfactory remediation and mitigation plan. Such plans

shall become part of Supplier's Obligations under this Order, including, but not limited to, Perspecta Enterprise Solutions' right to audit.

17 ANTI-HUMAN TRAFFICKING.

Without limiting any of Supplier's obligations herein regarding compliance with all applicable laws, Supplier represents and warrants that, if applicable, it fully complies with FAR clauses 52.222-50 and 52.222-56 ("Ending Trafficking in Persons") in its performance of this Order. Supplier, at its own cost and expense, has in place procedures, programs and policies as necessary to certify and ensure compliance with aforementioned FAR clauses. As reasonably requested by ES, Supplier shall promptly provide Perspecta Enterprise Solutions with complete and accurate information about its procedures, programs and policies, and Supplier's performance of its obligations under this Order relevant to ES's and/or Supplier's compliance with aforementioned FAR clauses. To the best of the Supplier's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any prohibited activities identified in paragraph (b) of the FAR clause at 52.222-50, Combating Trafficking in Persons; or (ii) if abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Supplier or subcontractor has taken the appropriate remedial and referral actions.

18 EQUAL OPPORTUNITY EMPLOYER.

Supplier is an equal opportunity employer and federal contractor or subcontractor. **Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.** The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.