



STANDARD TERMS AND CONDITIONS FOR FIXED-PRICE ITEMS UNDER A U.S. GOVERNMENT CONTRACT BETWEEN ARGONFDS AND SUPPLIER

These Standard Terms and Conditions shall apply to each ORDER issued by **ArgonFDS LLC** (ArgonFDS) in support of Fixed-Price items for U.S. Government programs. Additional or differing terms or conditions proposed by SUPPLIER or included in SUPPLIER'S acknowledgment hereof or within the ORDER are expressly rejected by ArgonFDS and have no effect unless expressly accepted in writing by ArgonFDS. The SUPPLIER will provide the WORK under the ORDER in accordance with the applicable requirements and provisions of the approved the ORDER and these Standard Terms and Conditions.

1. DEFINITIONS

"AUTHORIZED DISTRIBUTOR (AD)" means an organization that has a contractual agreement with, or the express written authority of, the ORIGINAL MANUFACTURER or current design activity to buy, stock, sell, and/or distribute parts, materials, or assemblies on behalf of the manufacturer.

"AUTHORIZED AFTERMARKET MANUFACTURER" means an organization that fabricates a part under a contract with, or with the express written authority of the ORIGINAL COMPONENT MANUFACTURER based on the ORIGINAL COMPONENT MANUFACTURER'S designs, formulas, and/or specifications.

"AUTHORIZED RESELLER (AR)" means an organization that is granted permission by the ORIGINAL MANUFACTURER or its AUTHORIZED DISTRIBUTORS to resell its parts, materials, or assemblies. "Resellers" apply to certain Commercial Off-The-Shelf (COTS) assemblies and commodities such as Information Technology (IT) equipment, hardware, fasteners, and raw materials. The chain of custody is maintained throughout the process.

"CONTRACT MANUFACTURER (CM)" means an organization that produces goods under contract for another company under the label or brand of that company.

"COUNTERFEIT PART" means (1) An unauthorized copy, imitation, substitute, or modified part, which is knowingly misrepresented as a specified genuine part of the manufacturer has been identified, marked, and/or altered by a source other than the item's legally authorized source and has been misrepresented to be an authorized item of the legally authorized source; (2) a previously used EEE Part which has been modified and is knowingly misrepresented as new without disclosure to the customer that it has been previously used. NOTE: (1) Examples of a COUNTERFEIT PART can include but are not limited to; the false identification of grade, serial number, date code, or performance characteristics. (2) This definition shall be read so as not to conflict with the definition of "counterfeit electronic part" cited in the Defense Acquisition Regulation Supplement (DFARS) 252.246-7007, where that definition shall govern to the extent that clause applies.

"ELECTRICAL, ELECTRONIC, AND ELECTRO-MECHANICAL (EEE) PARTS" means components designed and built to perform specific functions using electric power and/or an electric or electromagnetic signal to demonstrate functionality, which is not subject to disassembly without destruction or impairment of design use. Examples of ELECTRICAL PARTS include resistors,

capacitors, inductors, transformers, and connectors. ELECTRONIC PARTS include active devices, such as microcircuits, diodes, and transistors. ELECTRO-MECHANICAL PARTS are devices that have electrical inputs with mechanical outputs, mechanical inputs with electrical outputs, or combinations of each. Examples of ELECTRO-MECHANICAL PARTS are motors, servos, and relays.

"ARGONFDS" means ArgonFDS LLC, acting through its companies or business units as identified on the face of this contract.

"ARGONFDS POINT OF CONTACT (POC)" means a person authorized by ArgonFDS procurement team to administer and/or execute the ORDER.

"CFR" means the Code of Federal Regulations.

"FAR" means the Federal Acquisition Regulation.

"DFARS" means the FAR Supplement.

"INDEPENDENT DISTRIBUTOR (ID)" or "BROKER" means a Distributor that purchases parts with the intention to resell them back into the market. Purchased parts may be obtained from OCMs/OEMs or CONTRACT MANUFACTURERS (typically from excess inventories), or from other INDEPENDENT DISTRIBUTORS. Re-sale of the purchased parts (redistribution) may be to OCMs/OEMs, CONTRACT MANUFACTURERS, or other INDEPENDENT DISTRIBUTORS. INDEPENDENT DISTRIBUTORS do not have contractual agreements with the OCMs/OEMs.

"INTELLECTUAL PROPERTY" means any legally enforceable rights, worldwide, under statute or common law with respect to inventive subject matter or discoveries or original works of authorship and including, but not limited to patents, copyrights (including mask works), trademarks and trade secrets.

"ORDER" means the instrument of contracting, such as "Purchase Order", "PO", "Order", Letter Contract", or "Subcontract", including any modifications/amendments thereto.

"ORIGINAL COMPONENT MANUFACTURER (OCM)" means an organization that designs and/or engineers a part and is entitled to or is pursuing INTELLECTUAL PROPERTY rights to that part.

"ORIGINAL EQUIPMENT MANUFACTURER (OEM)" means a company that manufactures products that it has designed from purchased components and sells those products under the company's brand name.

"ORIGINAL MANUFACTURER" (OM) means the ORIGINAL COMPONENT MANUFACTURER, ORIGINAL EQUIPMENT MANUFACTURER, or CONTRACT MANUFACTURER.

"PARTY" means ArgonFDS or Supplier, referred to individually, as applicable, for the execution of the ORDER.

"PARTIES" means ArgonFDS and Supplier, referred to collectively, as applicable, for the execution of the ORDER.

“SUPPLIER” means the PARTY identified on the face of the ORDER with whom ArgonFDS is contracting.

“WORK” means all labor, articles, materials, products, supplies, goods, and services constituting the subject matter of the ORDER.

2. DEBARMENT, SUSPENSION, AND INELIGIBILITY

In accordance with FAR 52.209-6, SUPPLIER certifies that for all ORDERS with a total ORDER value exceeding \$35,000 (1) neither it nor its principals are debarred, suspended, or proposed for debarment by the Federal Government; (2) it shall notify ArgonFDS in writing, within three (3) days of receipt of a Notice of Suspension or Debarment; and (3) it shall include this requirement in all subcontracts in excess of \$35,000 other than subcontracts for commercially available off-the-shelf items.

3. PRICE, INVOICE, AND PAYMENT

The ORDER is a binding agreement. The PARTIES acknowledge that any additional WORK will be priced and mutually agreed to at the time of the request. Upon agreement of the additional WORK and pricing associated with this WORK, the ORDER will be amended appropriately.

ArgonFDS shall reimburse the SUPPLIER in accordance with the prices, delivery/payment schedule, and/or services itemized on the ORDER. Unless otherwise provided, terms of payment shall be Net Forty-Five (45) days from receipt of an approved SUPPLIER invoice.

Material invoices shall be submitted upon shipment. Invoices shall be signed and certified as to the completion of WORK. Invoices shall be mailed or emailed in accordance with the Invoicing Instructions on the ORDER. Invoices shall identify the applicable ORDER number. In the absence of Invoicing Instructions on the ORDER, invoices shall be mailed or emailed to:

ArgonFDS LLC
Attn: Accounts Payable
6435 Shiloh Rd, Ste D
Alpharetta, GA 30005

or ap@ArgonFDS.com

4. ORDER DIRECTION

Only the ArgonFDS POC has authority on behalf of ArgonFDS to make changes to the ORDER. All amendments or modifications must be identified as such in writing and executed by the PARTIES. ArgonFDS personnel may from time to time, render assistance, give advice, discuss, or provide information with SUPPLIER’S personnel concerning the WORK hereunder. No such action shall be deemed to be a change under the “Changes” section of these Standard Terms and Conditions and shall not be the basis for equitable adjustment unless authorized by the ArgonFDS POC. Except as otherwise provided herein, all notices to be furnished by the SUPPLIER shall be in writing and sent to the ArgonFDS POC.

5. PRIORITY RATING

SUPPLIER shall comply with any priority ratings in accordance with the Defense Priorities Allocation System Regulation CFR Part 700. All rated ORDERS shall be identified as such within the ORDER.

6. COMPLIANCE WITH LAWS

SUPPLIER shall comply with all applicable laws, orders, rules, and regulations. SUPPLIER shall procure all licenses and permits and pay all fees and other required charges necessary to conduct its business, all at SUPPLIER’S expense.

7. EXPORT CONTROL

The SUPPLIER will comply with all export laws, restrictions, national security controls, and regulations of the U.S. or other applicable domestic or foreign agency or authority, including, but not limited to, the requirements of the Arms Export Control Act, the International Traffic in Arms Regulation (ITAR), the Export Control Reform Act of 2018, the Export Administration Regulations, and the regulations of the Office of Foreign Assets Control. at the SUPPLIER’S sole expense. SUPPLIER shall not export or re-export, or allow the export or re-export of any software, equipment, or products associated with the WORK provided by SUPPLIER, in violation of any restrictions, laws, or regulations, except in accordance with all licenses and approvals required under applicable export laws and regulations.

Upon ArgonFDS request, the SUPPLIER shall provide ArgonFDS with technical specifications of the WORK covered by the ORDER sufficient for ArgonFDS to determine the appropriate export and import classification of such items. SUPPLIER warrants, that to the best of SUPPLIER’S knowledge, the SUPPLIER is not listed on any United States Government international trade sanctions and that SUPPLIER shall give immediate written notice to ArgonFDS in the event that it is so listed.

Without limiting the foregoing, the SUPPLIER shall not transfer any export-controlled item, data, or services, including transfer to a person who is not a “U.S. Person” as defined in the ITAR (22 CFR §120.15), without the authority of a United States Government export license, technical assistance agreement, or other authorization. The restrictions on the transfer of export-controlled data apply equally to data furnished by ArgonFDS and to any such export-controlled data incorporated in documents generated by SUPPLIER. The SUPPLIER’S submittal of a Certificate of Conformance at the time of shipment confirms compliance with this Section.

8. TIMELY PERFORMANCE

SUPPLIER’S timely performance is a critical element of the ORDER and time is of the essence. If the SUPPLIER becomes aware of a difficulty in performing the WORK, SUPPLIER shall notify ArgonFDS within 72 hours, in writing, giving pertinent details. This notification shall not change any delivery schedule. Failure to provide timely notification may result in termination for default in accordance with the “Default” section herein. Acceptance of late deliveries shall not constitute waiver of this provision.

9. NEW MATERIALS AND PACKAGING

The SUPPLIER shall ensure that only new and authentic parts, materials, and/or assemblies are delivered to ArgonFDS and have a Counterfeit material risk mitigation process internally and with its suppliers (reference SAE AS5553 and AS6174). The SUPPLIER may only purchase parts, materials, or assemblies directly from ORIGINAL MANUFACTURERS, ORIGINAL EQUIPMENT MANUFACTURERS, AUTHORIZED DISTRIBUTORS, or AUTHORIZED AFTERMARKET DISTRIBUTORS and as further defined in 1 and 2 below.

- 1) EEE parts ADs shall only purchase products directly from the OCM. Parts shall not be purchased from other ADs or IDs without prior written consent from ArgonFDS. Procurement practices and documentation shall enable traceability back to the applicable OCM for each purchase transaction.

- 2) CMs and Resellers shall only purchase parts, materials, and assemblies from the OCM, OEM, or their ADs. Procurement practices and documentation shall enable traceability back to the applicable OCM/OEM or AD for each purchase transaction.

The SUPPLIER shall prepare and package the goods to prevent damage or deterioration and shall use best commercial practice for packing and packaging of items to be delivered under the ORDER unless otherwise specified in the ORDER. A complete packing list, in addition to a Certificate of Conformance (as detailed in the following Section), shall be enclosed with all shipments.

10. CERTIFICATE OF CONFORMANCE

The SUPPLIER shall provide a Certificate of Conformance (CofC) with all materials shipped in accordance with the ORDER. The certificate shall be signed, dated, and indicate the title of the authorized company representative. The CofC should read as or contain content addressing the following:

"I certify that [insert SUPPLIER name] furnished materials and/or services are in accordance with this ORDER and all applicable requirements. I further certify that the materials and/or services are of the quality specified and conform in all respects with the ORDER requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document."

11. SHIPMENT AND DELIVERY

Shipments made pursuant to the ORDER must be shipped in accordance with Incoterms 2020 FOB Destination or per the directions listed in the ORDER. If the SUPPLIER does not use ArgonFDS authorized carrier(s) (upon request from ArgonFDS) and incurs additional freight costs as a result, such additional costs shall be the SUPPLIER'S responsibility.

ArgonFDS may refuse or return, at SUPPLIER'S risk and expense, shipments made in excess of the ORDER or in advance of required schedules. ArgonFDS may defer payment on advance deliveries until scheduled delivery dates.

ArgonFDS shall have equitable title to all goods forming all or part of the ORDER for which interim or partial payments have been made to SUPPLIER. Otherwise, title to goods forming all or part of the ORDER shall vest in ArgonFDS upon ArgonFDS' receipt and acceptance of the goods.

12. INSPECTION AND ACCEPTANCE

ArgonFDS may inspect all WORK at reasonable times and places, including, when practicable: during development or performance, before shipment, and/or upon delivery of the WORK, as stated per the requirements of the ORDER. SUPPLIER shall provide the right of access to ArgonFDS, its customers, and regulatory authorities during normal business hours and with adequate notice and availability to all information and assistance necessary for safe and convenient inspection without additional charge. Right of access includes the SUPPLIER'S sub-tiers within the Supply Chain.

No such inspection shall relieve the SUPPLIER of its obligations to furnish and warrant all WORK in accordance with the requirements of the ORDER. ArgonFDS final inspection and acceptance shall be at ArgonFDS facility unless otherwise specified within the ORDER.

If SUPPLIER-delivered material is found non-conforming, ArgonFDS may, at its option, and at the SUPPLIER'S expense perform any of the following:

- a) Return material for refund or credit
- b) Have material or service promptly replaced or corrected by the SUPPLIER
- c) Obtain compliant material or service from another source

ArgonFDS will provide a reason for the return of material and associated expectations/action. The SUPPLIER shall be liable for any increased costs, including re-procurement costs, associated with the non-conforming material or service.

SUPPLIER shall promptly notify ArgonFDS of any known or suspected nonconformance related to processes, products, or services and obtain approval for recommended disposition before acceptance and delivery to ArgonFDS.

13. RECORD RETENTION

The SUPPLIER shall maintain records related to the ORDER for three (3) years from the date of final payment received by ArgonFDS. Records related to the ORDER include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records. Records shall be kept complete and available to ArgonFDS and its end customers during this period and made available at no additional cost.

14. QUALITY CONTROL SYSTEM

SUPPLIER shall provide and maintain a quality control system to an industry-recognized Quality Standard and in compliance with any other specific quality requirements identified in the ORDER.

15. PARTS OBSOLESCENCE

SUPPLIER shall assume responsibility for identification, notification, and resolution of obsolescence issues to ArgonFDS. If an obsolescence issue occurs, the SUPPLIER shall:

1. Immediately notify the ArgonFDS Purchasing Representative of the situation within 72 hours of identification; SUPPLIER shall define the shortage and provide ArgonFDS with the OEM part number, affected end item part number, affected end item nomenclature, and components per end item, and
2. Provide satisfactory evidence that a prudent effort was made to identify an alternate part (part shall be technically and physically compatible with hardware design.). If an alternate part is identified, the SUPPLIER shall provide the alternate manufacturer part number to ArgonFDS.

If an alternate part was not identified and implemented, the SUPPLIER shall determine whether there is an opportunity for a last time buy. SUPPLIER shall provide the last time buy date, availability, and attrition rate of the OEM part. Responsibility for last-time buys (for which SUPPLIER does not have an accepted ORDER from ArgonFDS) shall be addressed on a case-by-case basis. SUPPLIER shall procure last time buy inventory to support any accepted ORDER and reserve the applicable part quantities for ArgonFDS. ArgonFDS reserves the right to cancel the affected ORDER line item or the ORDER, in its entirety, at no cost if the alternate part number is not technically compliant with the ArgonFDS application or if there is no opportunity for a last time buy purchase to support the aforementioned ORDER.

16. DEVIATION/ WAIVER

The SUPPLIER shall not provide any part, material, and/or service not in compliance with requirements of the ORDER without prior written consent from ArgonFDS. In such case, where a departure

from requirements is determined and a deviation request is desired, the SUPPLIER is required to submit a waiver stating, as a minimum, the following:

- a) Impact to form, fit, and/or function,
- b) Period of time or quantity of material for which the deviation is required,
- c) Detailed rationale for the request, and
- d) Root Cause and Corrective Action to prevent future occurrence of deviation

17. CHANGES

ORDER Changes. The ArgonFDS POC may at any time, by written notice make changes within the general scope of the ORDER. If any such change causes an increase or decrease in the cost of or the time required for the performance of any part of the ORDER, ArgonFDS may request an updated quote from the SUPPLIER. ArgonFDS shall make an equitable adjustment in the contract price and/or delivery schedule and modify the ORDER upon mutual agreement between the PARTIES, as required.

The SUPPLIER must assert its right to an equitable adjustment under this Section within thirty (30) days from the date of receipt of the written change order from ArgonFDS; failure to submit in accordance with the prescribed time herein waives the SUPPLIER'S right to an equitable adjustment for such claim.

Failure to agree to any adjustment shall be resolved in accordance with the "Disputes" section of these Standard Terms and Conditions. However, nothing contained in this "Changes" section shall excuse the SUPPLIER from proceeding without delay in the performance of the ORDER as changed. Notwithstanding anything to the contrary in the ORDER, in the event that the delivery schedule is accelerated, the SUPPLIER shall use commercially reasonable efforts to comply with the changed delivery schedule. In the event SUPPLIER is unable to meet the accelerated delivery schedule, despite SUPPLIER'S commercially reasonable efforts to do so, the SUPPLIER will not be deemed to be in breach of the ORDER.

SUPPLIER Initiated Changes. During the performance of the ORDER, SUPPLIER shall not make any changes in the WORK performed/ provided, including but not limited to, part design and manufacture to be furnished by SUPPLIER under this the ORDER, changes to the process, manufacturing location, or use of suppliers and key management/ personnel, without advance notification to and written approval of ArgonFDS. Any WORK that is changed without prior notification to and consent from ArgonFDS shall be deemed nonconforming under the ORDER. Changes shall not be binding upon ArgonFDS unless confirmed in writing by the ArgonFDS POC. The issuance of information, advice, approvals, or instructions by ArgonFDS technical personnel or another representative shall be deemed expressions of personal opinion only and shall not affect ArgonFDS and SUPPLIER'S rights and obligations hereunder unless provided in writing by the designated ArgonFDS POC.

In addition, the SUPPLIER shall identify to ArgonFDS the applicable SUPPLIER-generated Part Number and/or Version Number for any Hardware, Software, and/or Firmware initially delivered to ArgonFDS in accordance with the ORDER. Following this initial identification, the SUPPLIER shall notify ArgonFDS of any SUPPLIER-implemented change that modifies these Part and/or Version numbers for any future Hardware, Software, and/or Firmware deliveries. This notification shall be provided to ArgonFDS not later than 5 Business Days after the SUPPLIER'S implementation of the change and must include the SUPPLIER'S rationale for

determining either: 1) how subsequent Hardware, Software, and/or Firmware deliveries are "Form, Fit and Function" interchangeable with the previous delivery (Note: ArgonFDS must agree with this rationale.); or 2) the SUPPLIER'S plan for upgrading previous deliveries to the latest configurations. Acceptance of these changes shall be indicated by an updated ORDER referencing the modified Hardware, Software, and/or Firmware revision.

18. WARRANTY

SUPPLIER warrants the WORK performed pursuant to the ORDER shall strictly conform to applicable specifications, drawings, samples, descriptions, and other requirements of the ORDER and be free from defects in design, material, and workmanship for a period of one (1) year from the date of ArgonFDS acceptance of such WORK. In the event of any breach of the foregoing warranty, ArgonFDS shall, in its discretion, require SUPPLIER to, at its own expense: (1) correct the non-conforming WORK and/or non-conforming Deliverables to conform to the requirements defined in the ORDER or (2) refund to ArgonFDS that portion of the price received by SUPPLIER attributable to the non-conforming WORK and/or Deliverables. No warranty claim shall be effective unless ArgonFDS has delivered to SUPPLIER written notice specifying in detail the non-conformities within thirty (30) days after the performance of the non-conforming WORK or tender of the non-conforming Deliverables. Any repaired or replaced item(s) shall be subject to these same warranties. The remedy set forth in this Section is the sole and exclusive remedy for breach of the foregoing warranty.

ArgonFDS represents and warrants to SUPPLIER that ArgonFDS has the right to use and furnish to SUPPLIER for SUPPLIER'S use in connection with the ORDER, any information, specifications, data, or INTELLECTUAL PROPERTY that ArgonFDS has provided or will provide to SUPPLIER in order for SUPPLIER to provide the WORK as identified in the ORDER.

19. WAIVERS, APPROVALS, AND REMEDIES

Failure by either PARTY to enforce any of the provisions of these Standard Terms and Conditions or applicable law shall not constitute a waiver of the requirements of such provisions or law or a waiver of the right of a PARTY thereafter to enforce such provision or law. ArgonFDS approval of documents shall not relieve the SUPPLIER of its obligation to comply with the requirements of these Standard Terms and Conditions. The rights and remedies of either PARTY in these Standard Terms and Conditions are cumulative and in addition to any other rights and remedies provided by law or in equity.

20. TERMINATION FOR DEFAULT

ArgonFDS, by written notice, may terminate the ORDER for default, in whole or in part, if SUPPLIER (i) fails to comply with any material WORK requirements of the ORDER, (ii) fails to comply with any of the terms of these Standard Terms and Conditions; (iii) files or has filed against it a petition in bankruptcy; (iv) becomes insolvent or suffers a material adverse change in financial condition; (v) is sanctioned, suspended, or debarred by the federal government. SUPPLIER; (vi) failure to comply with applicable laws, orders, rules, and regulations; (vii) has an organizational conflict of interest (OCI) as defined in FAR Subpart 9.5 that cannot be reasonably mitigated. SUPPLIER shall have ten (10) days (or such longer period as ArgonFDS may authorize in writing) to cure (the "Cure" period) any such failure after receipt of notice from ArgonFDS. Default involving bankruptcy or adverse change in financial condition shall not be subject to the Cure provision.

21. INDEMNIFICATION

Each PARTY (the “Indemnitor”) shall indemnify, defend, and hold harmless the other PARTY from any and all third-party claims, direct damages, suits, actions, judgments, liabilities, defaults, reasonable costs, and expenses asserted against or incurred against such other PARTY as a result of any injury to or death of any person or damage to any property, or for any injury or death to a third party or damage to its property which is caused by the negligence of Indemnitor while on the other PARTY’S premises as a result of the performance of the ORDER to the degree or extent so caused.

22. DISPUTES

If a dispute arises between the PARTIES relating to the ORDER that cannot be resolved at the project level, the PARTIES agree to use the following procedure prior to either PARTY pursuing other available remedies:

Each PARTY will negotiate in good faith any dispute and if such negotiation is unsuccessful then the PARTIES will refer the dispute in writing to their respective senior-level management representatives with decision-making authority regarding the dispute. The PARTIES’ senior level management representative shall meet at a mutually agreed time and place within ten (10) days of such written notice and the senior level management will attempt in good faith to negotiate a resolution of the dispute. As part of this further negotiation, the senior level management shall in good faith consider using Alternate Dispute Resolution (“ADR”) methods to assist in such continued negotiation.

Continued Performance. The PARTIES will continue to perform under the ORDER during the Dispute resolution process.

Injunctive Relief. The PARTIES agree to the confidentiality provisions contained in the executed NDA, as applicable, and acknowledge that the unauthorized disclosure of any information required to be kept confidential pursuant to the ORDER may give rise to immediate irreparable injury to the PARTY that owns the information. Notwithstanding the Dispute Resolution provision contained herein, each PARTY may seek immediate and injunctive relief against the breach or threatened breach by the other PARTY of the covenants to keep such information confidential. The PARTIES further agree that the covenants contained herein or in the executed NDA are reasonably necessary for the protection of legitimate business interests of the PARTIES and are reasonable in scope and content.

23. FURNISHED PROPERTY

ArgonFDS may provide to SUPPLIER property owned by ArgonFDS and/or the government (“Furnished Property”). Furnished Property shall be used only for the performance of the ORDER. Title to Furnished Property shall remain with ArgonFDS or the government, as applicable. SUPPLIER shall clearly mark (if not so marked) all Furnished Property to show its ownership.

Except for reasonable wear and tear, the SUPPLIER shall be responsible for, and shall promptly notify ArgonFDS of, any loss or damage to Furnished Property. Without additional charge, SUPPLIER shall manage, maintain, and preserve Furnished Property in accordance with good commercial practice. If additional costs are to be incurred to manage, maintain and preserve Furnished Property then SUPPLIER shall notify ArgonFDS prior to accepting Furnished Property.

At ArgonFDS request, and/or upon completion of the ORDER, the SUPPLIER shall submit, in an acceptable form, inventory lists of

Furnished Property and shall deliver or make such other disposal of the Furnished Property as may be directed by ArgonFDS.

24. INTELLECTUAL PROPERTY

SUPPLIER hereby certifies that the WORK performed or delivered under the ORDER will not infringe or otherwise violate the INTELLECTUAL PROPERTY rights of any third party in the United States. SUPPLIER agrees to defend, indemnify, and hold harmless ArgonFDS and its customers from and against any claims, damages, losses, costs, and expenses, including reasonable attorney’s fees, arising out of any action by a third party that is based upon a claim that the WORK performed or delivered under the ORDER infringes or otherwise violates the INTELLECTUAL PROPERTY rights of any person or entity. The foregoing indemnification does not apply if the claim is due to (i) INTELLECTUAL PROPERTY provided by ArgonFDS, or; (ii) ArgonFDS or its Customer’s use of other than the latest version of the deliverables made available to ArgonFDS, provided that the SUPPLIER has advised ArgonFDS, in writing, that prior versions of deliverables are infringing, or; (iii) ArgonFDS or its Customer’s modifications to the deliverables, unless such modifications are approved, suggested or recommended by SUPPLIER, or; (iv) ArgonFDS or its Customer’s combination of the deliverables with other products or services that are not included or otherwise anticipated in the specification and the infringement would have been avoided but for such combination.

ArgonFDS and SUPPLIER shall retain exclusive rights to all their respective previously developed INTELLECTUAL PPROPERTY, including but not limited to patents, copyrights (including mask works), trademarks and trade secrets. ArgonFDS shall be entitled to exclusive rights and title to all INTELLECTUAL PROPERTY developed in connection with ORDER.

25. INDEPENDENT CONTRACTOR RELATIONSHIP

SUPPLIER is an independent contractor in all its operations and activities hereunder. The employees used by SUPPLIER to perform WORK under the ORDER shall be SUPPLIER’S employees exclusively without any relation whatsoever to ArgonFDS.

SUPPLIER shall be responsible for and hold harmless ArgonFDS and its customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including reasonable attorney’s fees, all expenses of litigation and/or settlement, and court costs, arising from any act gross negligence or willful misconduct of SUPPLIER, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under the ORDER.

26. INFORMATION OF ARGONFDS

Information provided by ArgonFDS to SUPPLIER remains the property of ArgonFDS. SUPPLIER agrees to comply with the terms of any Non-Disclosure Agreement (“NDA”) with ArgonFDS and to comply with all proprietary information markings and restrictive legends applied by ArgonFDS to anything provided hereunder to SUPPLIER. SUPPLIER agrees not to use any ArgonFDS-provided information for any purpose except to perform the ORDER and agrees not to disclose such information to third parties without the prior written consent of ArgonFDS. SUPPLIER shall maintain data protection processes and systems sufficient to adequately protect ArgonFDS-provided information and comply with any law or regulation applicable to such information.

If the SUPPLIER becomes aware of any compromise of information provided by ArgonFDS to the SUPPLIER, its officers, employees, agents, suppliers, or subcontractors (an “Incident”), the SUPPLIER

will take appropriate immediate actions to investigate and contain the Incident and any associated risks, including prompt notification to ArgonFDS soon after learning of the Incident. As used in this Section, “compromise” means that any information provided by ArgonFDS has been exposed to unauthorized access, inadvertent disclosure, known misuse, loss, destruction, or alteration other than as required to perform the WORK. The SUPPLIER will additionally provide its reasonable cooperation to ArgonFDS in any investigation it may conduct regarding the nature and scope of any Incident. Any SUPPLIER costs that may be incurred for remedial actions caused by an Incident shall be borne by SUPPLIER.

The provisions set forth above are in addition to and do not alter, change or supersede any obligations contained in an NDA executed between the PARTIES.

27. INFORMATION OF SUPPLIER

SUPPLIER shall not provide any proprietary information to ArgonFDS without prior execution of a mutual NDA by the PARTIES.

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to ORDER or the subject matter thereof, will be made by SUPPLIER without the prior written approval of ArgonFDS. SUPPLIER shall not use "ArgonFDS," "ArgonFDS Corporation," or any other trademark or logo owned by ArgonFDS, in whatever shape or form, without the prior written consent of ArgonFDS.

28. CYBERSECURITY AND INCIDENT REPORTING

SUPPLIER shall comply with the requirements listed in DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting to secure and protect its information systems, as applicable.

If SUPPLIER discovers a cyber incident that affects a covered information system or the defense information residing within or affects the SUPPLIER’S ability to perform the requirements of the ORDER, the SUPPLIER shall report the cyber incident to ArgonFDS within 72 hours after confirmation of the incident occurrence and shall submit a cyber incident report to the Department of Defense (DoD) (via <https://dibnet.dod.mil>) and to ArgonFDS.

In accordance with FAR 52.204-23 - Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities, if the SUPPLIER identifies a "covered article" provided to the Government during contract performance or the SUPPLIER is notified of such by a sub-tier or any other source, the SUPPLIER shall report it to ArgonFDS in writing and in a timely manner.

SUPPLIER shall conduct activities under this Section in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

29. ETHICAL STANDARDS OF CONDUCT

ArgonFDS is committed to providing a work environment governed by the highest ethical standards. In all situations, the SUPPLIER is expected to conduct its business activities with integrity, ethically, and in accordance with applicable laws and regulations. ArgonFDS expectation is that SUPPLIER has, or shall develop, and adhere to a code of ethical standards for business use.

Above and beyond Ethical Standards of Conduct, the SUPPLIER shall ensure its personnel are aware of their contribution to product or service conformity and to product safety.

30. GRATUITIES AND KICKBACKS

SUPPLIER shall not offer or give a kickback or gratuity (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as an ArgonFDS supplier.

SUPPLIER certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR 52.203-7 (Anti-Kickback Procedures) or the Anti-Kickback Act of 1986 (41 USC 51-58), both of which are incorporated herein by this specific reference, except that paragraph (c)(1) of FAR 52.203-7 shall not apply. ArgonFDS may, by written notice to SUPPLIER, terminate the right of SUPPLIER to proceed under the ORDER if it is found that gratuities or kickbacks were offered by SUPPLIER or its representatives and agents to any ArgonFDS officers or employees which constitutes a material breach of the ORDER.

31. EQUAL OPPORTUNITY EMPLOYER

SUPPLIER is an equal opportunity employer. The following laws are incorporated in the ORDER by reference, as applicable: 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), and 41 CFR 60-741.5(a).

32. COMBATTING HUMAN TRAFFICKING

Without limiting any of the SUPPLIER’S obligations hereunder regarding compliance with all applicable laws, the SUPPLIER represents and warrants that, if applicable, it fully complies with FAR 52.222-50 in its performance of the ORDER. SUPPLIER, at its own cost and expense, has in place procedures, programs, and policies as necessary to certify and ensure compliance with the 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 its subcontractors, agents, or its agents have taken the appropriate remedial and referral actions.

33. CONFLICT MINERALS

SUPPLIER understands and acknowledges that there are risks associated with sourcing “Conflict Minerals” (tin, tantalum, tungsten, and gold) from the Democratic Republic of Congo (DRC) and its adjoining countries, as detailed in Section 1502 – Conflict Minerals of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Act”). SUPPLIER shall perform its due diligence when sourcing material, to ensure that material purchased for use on ArgonFDS programs is not sourced from DRC and its adjoining countries in efforts to avoid human rights violations. Suppliers who are unable to comply with the Act’s regulations and amendments may be removed from ArgonFDS approved supplier list. SUPPLIER agrees to provide timely notice to ArgonFDS if it becomes aware of any Conflict Minerals in a product or component it supplies to ArgonFDS that benefits armed groups in the DRC or an adjoining country. In addition, there may be instances when ArgonFDS is requested to provide information regarding the origin of Conflict Minerals contained in its end products, and may therefore request the SUPPLIER to provide, at no additional cost and in a timely manner, the origin, source, and chain of custody of a product manufactured by SUPPLIER or its sub-tiers which is contained in the WORK delivered to ArgonFDS under the ORDER.

34. GOVERNMENTAL COMPLIANCE

SUPPLIER shall comply with all federal, state, local, and foreign laws, rules, and regulations applicable to its manufacture of products or delivery of services. SUPPLIER shall furnish to ArgonFDS all

information required to enable ArgonFDS to comply with such laws, rules, and regulations upon reasonable request from ArgonFDS.

35. GOVERNING LAW

The ORDER shall be governed by, and construed in accordance with, the internal laws of the State of Georgia. The PARTIES agree that any legal or equitable suit, action or proceeding arising out of the ORDER shall be instituted and prosecuted in the Superior Court of Fulton County, State of Georgia or the federal court for the Northern District of Georgia, and for purposes of the ORDER, each PARTY hereto irrevocably submits to the jurisdiction of any such courts in any such suit, action, or proceeding.

36. NO SOLICITATION

It is expressly agreed that neither PARTY will, directly or indirectly, solicit for hire any employee(s) of the other PARTY who is/are associated with efforts under the ORDER during the term of the ORDER. Notwithstanding the foregoing, any rights of either PARTY granted by law shall not be limited, restricted or encumbered nor shall either PARTY be restricted from hiring individuals who respond to general advertisements or make independent inquiries for employment.

37. TERMINATION FOR CONVENIENCE

ArgonFDS may terminate the ORDER, or any part thereof, for its convenience. If applicable, ArgonFDS shall terminate by delivering to SUPPLIER a Notice of Termination specifying the extent of termination and the effective date. In the event of such termination, the SUPPLIER shall immediately stop all WORK hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease WORK. Within thirty (30) days from such termination, the SUPPLIER may submit to ArgonFDS its written claim for termination charges in the form prescribed by ArgonFDS. Failure to submit such a claim within such time shall constitute a waiver of all claims and a release of ArgonFDS liability arising out of such claim. Under no circumstances shall the SUPPLIER be entitled to anticipatory or lost profits. Subject to the terms of the ORDER, SUPPLIER shall be paid based on the percentage of the WORK performed prior to the notice of termination, plus reasonable charges SUPPLIER shall not be paid for any WORK performed or costs incurred which reasonably could have been avoided.

In the event of a termination for convenience or change, no claim will be allowed for any manufacture or procurement in advance of the SUPPLIER'S normal flow time unless there has been prior written consent by ArgonFDS.

ArgonFDS reserves its right to verify claims hereunder and SUPPLIER shall make available to ArgonFDS, upon its request, all relevant, non-proprietary books and records for inspection and audit (e.g., timecards and receipts). If SUPPLIER fails to afford ArgonFDS its rights hereunder, SUPPLIER shall be deemed to have relinquished its claim. SUPPLIER shall continue all WORK not terminated.

38. STOP WORK

SUPPLIER shall Stop WORK in accordance with any written notice received from ArgonFDS or for such longer period of time as the PARTIES may agree. The PARTIES shall take all reasonable steps to minimize the incurrence of costs allocable to the WORK during the Stop WORK period.

39. ELECTRONIC CONTRACTING

The PARTIES agree that if the ORDER is transmitted electronically neither PARTY shall contest the validity of the ORDER, or any

acknowledgment thereof, on the basis that the ORDER or acknowledgment contains an electronic signature.

40. ASSIGNMENT

Any assignment of SUPPLIER'S rights or delegation of SUPPLIER'S duties shall be void unless prior written consent is given by ArgonFDS; such consent shall not be unreasonably withheld.

41. SUPPLIER RELOCATION

SUPPLIER shall notify the ArgonFDS Purchasing Representative, in writing, at least ninety (90) days in advance of any relocation (whether by the sale of operations or by facility transfer) of SUPPLIER'S manufacturing operations. SUPPLIER shall include the following information in the written notification:

1. Purpose of the relocation,
2. Address of the new location(s),
3. Assessment of actual or potential impact on current POs,
4. Risk mitigation plan to ensure compliance with existing requirements,
5. Master schedule and timeline of relocation activities, and
6. Relocation Coordinator/Point of Contact information.

Upon completion of relocation, the SUPPLIER shall provide ArgonFDS a first article inspection for all part numbers for which SUPPLIER has an executed PO from ArgonFDS, and allow ArgonFDS the opportunity to review, inspect, and approve the first article.

42. FORCE MAJEURE

Neither PARTY shall be in default of the ORDER by reason of its delay in the performance of, or failure to perform, any of its obligations hereunder if such delay or failure is caused by strikes, acts of God, of the public enemy, riots, or other events which arise from circumstances beyond the reasonable control of that PARTY (including, but not limited to, delay in obtaining export approval from the U. S. State Department in the event such approval is required or the revocation of such approval). During the pendency of such intervening event, each of the PARTIES shall take all reasonable steps to fulfill its obligations hereunder by other means and, in any event, shall upon termination of such intervening event, promptly resume its obligations under the ORDER.

43. LIMITATION OF LIABILITY

General Limitation. Excluding indemnification obligations hereunder, the liability of each PARTY to the other for all damages arising out of or related to the ORDER, regardless of the form of action that imposes liability, whether in contract, equity, negligence, intended conduct, tort, or otherwise, will be limited to and will not exceed, in the aggregate for all claims, actions, and causes of action of every kind and nature, the total price of the Order.

Survival. The provisions of this Section shall survive termination or expiration of the ORDER.

44. TAXES

Unless the ORDER specifies otherwise, the price of the ORDER includes, and SUPPLIER is liable for and shall pay, all taxes, impositions, charges, customs duties or tariffs and exactions imposed on or measured by the ORDER except for applicable sales and use taxes that are separately stated on SUPPLIER'S invoice. Prices shall not include any taxes, impositions, charges, or exactions for which ArgonFDS has furnished a valid exemption certificate or other evidence of exemption. To the extent that ArgonFDS is required to

do so under applicable law or tax regulations, ArgonFDS may deduct from any payments due to the SUPPLIER pursuant to the ORDER such taxes as ArgonFDS is required to withhold from such payments and pay such taxes to the relevant tax authorities; provided, however, that ArgonFDS provides SUPPLIER with relevant tax receipts or other suitable documentation evidencing the payment of such taxes promptly after such taxes are paid.

45. INSURANCE

During the performance of the 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 the government, SUPPLIER agrees to be in full compliance with such laws. Employer's Liability insurance shall be 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 ArgonFDS. In addition, the 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 the use of the Products or acts of omission of SUPPLIER under the ORDER, and containing such other provisions as may be required by ArgonFDS. Such policy or policies shall provide a coverage minimum of U.S. \$1,000,000 per occurrence. Each policy shall name ArgonFDS, 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 ArgonFDS. Each policy maintained by the SUPPLIER to satisfy the requirements of the ORDER must also serve as primary and non-contributing coverage with any similar insurance maintained by ArgonFDS.

Professional Liability in an amount no less than \$1 Million per occurrence covering the damages caused by any acts, errors, and omissions arising out of the professional services performed by the SUPPLIER, or any person for whom the SUPPLIER is legally liable. To the extent that coverage for the SUPPLIER'S services is not excluded in the Comprehensive General Liability insurance noted above by virtue of being deemed not of a professional nature, this requirement does not apply.

Upon demand by ArgonFDS, SUPPLIER shall (1) promptly supply ArgonFDS with certificates of insurance of such policies and (2) arrange for a waiver of subrogation in favor of ArgonFDS. In no event will the coverage or limits of any insurance maintained by SUPPLIER under the ORDER, or the lack or unavailability of any other insurance, limit or diminish in any way SUPPLIER'S obligations or liability to ArgonFDS thereunder.

46. PRECEDENCE

Any inconsistencies in these Standard Terms and Conditions and the ORDER shall be resolved in accordance with the following descending order of precedence: (1) face of the ORDER or, as applicable, any special terms and conditions outlined in the ORDER, (2) any supplementary terms and conditions invoked in the ORDER, and (3) these Standard Terms and Conditions.

47. SEVERABILITY

Each Section, paragraph, and subparagraph of these Standard Terms and Conditions are severable, and if one or more of them are declared invalid, the remaining provisions of these Standard Terms and Conditions will remain in full force and effect.

48. PRIME CONTRACT TERMS

SUPPLIER shall adhere to all FAR and DFARS clauses referenced within the ORDER.

49. NOTICES

All notices permitted or required under the Order shall be in writing to the addresses in the Order and shall be by personal delivery, a nationally recognized overnight carrier, certified or registered mail with return receipt requested, or email provided confirmation of receipt is obtained.

50. SURVIVABILITY

If the ORDER expires, is completed, or is terminated, the SUPPLIER shall not be relieved of those obligations contained in the following Sections:

Section 3 - Price, Invoice, and Payment
Section 6 - Compliance with Laws
Section 12 - Inspection and Acceptance
Section 13 - Record Retention
Section 18 - Warranty
Section 21 - Indemnification
Section 22 - Disputes
Section 23 - Furnished Property
Section 24 - Intellectual Property
Section 26 - Information of ArgonFDS
Section 35 - Governing Law
Section 39 - Electronic Contracting
Section 43 - Limitation of Liability
Section 44 - Taxes
Section 49 - Notices