



STANDARD TERMS AND CONDITIONS OF PURCHASE

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- 1. TERMS AND CONDITIONS:** Subject only to any specifically applicable terms and conditions entered into between a CPI affiliate and Seller related to such CPI affiliate's purchase order(s), subcontract(s) or any other similar purchasing vehicle(s), these CPI Terms and Conditions of Purchase ("CPI Purchase Terms") of the CPI Purchase Order ("Purchase Order") on which they are attached, appended, included, or referenced, apply to all purchases by **Communications & Power Industries LLC, Communications & Power Industries Canada, Inc., their affiliates, divisions, and subsidiaries (collectively "CPI" or "Buyer")** of any items, materials, goods, or products, including hardware, software, specially manufactured items ("Products") and services ("Services") furnished by any supplier ("Seller") to CPI and supersede any prior offers, negotiations, agreements, and representations concerning the Products or Services of this Purchase Order and constitutes the entire agreement between the parties. The Purchase Order is expressly conditional on Seller's acceptance of these CPI Purchase Terms. Unless expressly accepted in writing by CPI, additional or different terms and conditions proposed by Seller or included in Seller's quotation, acknowledgement, or other documentation are objected to by CPI and shall have no effect despite any usage of trade or course of performance. Seller's acknowledgement, acceptance of payment, or commencement of performance shall constitute Seller's unqualified acceptance of the Purchase Terms. CPI's receipt of Products or Services is not acceptance by CPI of Seller's terms and conditions, is not a waiver of CPI Purchase Terms, and does not create any contractual obligation to purchase Products or Services from Seller. As used in these CPI Purchase Terms, "Government" shall mean the Government of the United States or Canada or any of their agencies.
- 2. INVOICES:** Seller shall invoice at the prices on the face of the Purchase Order ("Prices"). Unless otherwise agreed to in writing by CPI, all Prices are Firm Fixed Prices, and all Prices must be in U.S. or Canadian Dollars, converted, if necessary, at the date this contract is formed, when a Purchase Order is signed, or the Products or Services are delivered, whichever reflects a lesser Dollar to local currency exchange rate. Unless otherwise stated in the Purchase Order or other writing signed by an authorized representative of CPI, Prices include and Seller shall pay all applicable taxes (sales, use, excise, value-added, service, or other similar taxes), license fees, customs fees, duties, whether or not separately stated. Seller shall hold CPI harmless from all these taxes and duties. Seller shall mail (Fax or Email) invoices covering orders, shipping notices, bills of lading, and receipts promptly after shipment. Seller is responsible for requesting from CPI any required certification that any transaction is tax exempt. Seller's invoice must state the order number (including letters) and ordering location and must identify the country of origin of each Product sold to CPI. Discounts apply to payments sent within the stated period, starting from the later of receipt of a proper invoice or delivery at destination. Except as otherwise specified on the face of the Purchase Order, payment is due forty-five (45) calendar days from the later of: (a) acceptance of Products or Services, (b) the date CPI receives a correct invoice, or (c) the date when CPI receives conforming Products or Services but not earlier than the scheduled date of delivery specified on the Purchase Order. CPI may withhold payment for shortages or nonconforming Products or Services. In no event may Seller quote prices to CPI that would be unlawfully discriminatory.
- 3. WORK ON BUYER'S PREMISES:** Should this contract require Seller to work on or be at Buyer's premises, then Seller agrees to indemnify and hold harmless from and against any losses or damages to property or, including death, injuries to persons caused by, or in connection with, work contracted by this contract (including claims of Seller's employees and third-party claims) and to perform the work in accordance with the Buyer's safety rules and safety laws and regulations. Prior to commencement of work, the Seller shall supply the Buyer with satisfactory evidence of public liability, property damage, and Worker's Compensation Insurance, if requested by the Buyer.
- 4. PACKAGING AND SHIPMENT:** Seller shall comply with Buyer's shipping instructions. Seller shall suitably wrap, box, and/or crate all items to protect against hazards of shipment, storage, and exposure. All packages containing hazardous materials/dangerous goods shall comply with all applicable regulations. Seller shall provide hazardous material data sheets promptly upon request. All packages must show Purchase Order number, part number, order quantity, product description, and country of origin; itemized packing slips showing this Purchase Order number must accompany each delivery. Buyer's count shall be conclusive in the absence of a packing slip. No separate charge shall be made for cartons, wrapping, packing, boxing, crating, delivery, drayage, or similar cost, unless otherwise agreed. If transportation charges are prepaid by Seller and billed to Buyer, the amount shall be



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separately stated on the invoice and supported by receipted bills. Seller assumes all risks regarding the goods ordered until delivery to Buyer.

5. **PROPERTY FURNISHED BY BUYER:** All tooling, drawings, and other items furnished by Buyer, or the cost of which is charged against this order, shall be kept confidential, be and remain Buyer's property, not be used nor disposed of without Buyer's permission, and be returned to Buyer promptly upon request. (Bid drawings may be destroyed.) Seller shall be responsible for their safekeeping and for providing, at its expense, property insurance acceptable to Buyer covering such items. Seller shall indemnify and save Buyer harmless from all loss of and damage to, and claims that may be asserted against, said property. Seller shall mark all tooling and equipment subject to this clause with the name "CPI" and Buyer's drawing or tool number. Items owned by Buyer and goods made using Buyer's specifications, drawings, or samples shall not be copied in whole or in part, furnished, offered or quoted, or sold or advertised for sale by Seller without Buyer's express written consent.
6. **WARRANTY**
 - A. **PRODUCTS:** Seller warrants all Products to be of new material, be of and only contain materials obtained directly from the Original Equipment Manufacturer ("OEM") or an authorized OEM reseller or distributor, be of merchantable quality, be free from defects in material, workmanship and design, free from unreasonable hazards in design and performance, be fit for CPI's purposes as described in the Purchase Order or as described or relayed by CPI to Seller, conform to all applicable instructions, specifications, drawings, data, quantity, quality, and other requirements of CPI, conform to all representations, affirmations, promises, descriptions, samples, or models forming the basis of the contract, and not be or contain Counterfeit Items. For purposes of this Warranty, a Counterfeit Item is defined to include, but is not limited to, (i) an item that is an illegal or unauthorized copy or substitute of an OEM item; (ii) an item that does not contain its proper external or internal materials or components required by the OEM or that is not constructed in accordance with OEM design; (iii) an item or component that is used, refurbished, or reclaimed but the Seller represents as being a new item; (iv) an item that has not successfully passed all OEM required testing, verification, screening, and quality control but that Seller represents as having met or passed such requirements; or (v) an item with a label or other marking intended, or reasonably likely, to mislead a reasonable person into believing a non-OEM item is a genuine OEM item when it is not.
 - B. **SERVICES:** Seller further warrants that it will take all proper and necessary precautions for the safety and protection of persons and property, and will provide proper warnings for hazards that cannot be eliminated. For all efforts by Seller to supply design, engineering, installation, repair, maintenance, technical, construction, consulting, professional, and other Services with respect to the Products, Seller warrants that it has and will maintain sufficiently trained, experienced, and appropriately licensed personnel to promptly and efficiently perform Services in a competent, workmanlike manner that is free from faults and defects, and that meets or exceeds the standard of performance reasonably expected of similar providers of Services.
 - C. **PERIODS AND REMEDIES:** For both Products (including components and parts thereof) and Services, unless otherwise specified on the face of the Purchase Order, these warranties extend for the Seller's standard warranty periods, or for a period of one (1) year following acceptance by CPI, whichever is longer. If any nonconforming Product or Services ("the Work") is identified within the Warranty period, Seller, at Buyer's option, shall promptly repair, replace, or re-perform the Work. All transportation charges of replacement Work, return of nonconforming Work, and re-performance of Work shall be at Seller's expense. If repair, or replacement, or replacement of Work is not timely, Buyer may elect to return, re-perform, repair, replace, or re-procure the nonconforming Work at Seller's expense.
 - D. **GENERAL:** All the above warranties are in addition to warranties of additional scope given by Seller to CPI and are not limited by Seller's standard warranties. These warranties and all implied warranties survive inspection, tests, acceptance and payment, and run to CPI, its employees or agents and subsequent owners and users. None of these warranties and no other implied or express warranties are considered disclaimed, limited, or excluded unless in writing signed by CPI's authorized representative. All warranties shall run to Buyer and its customer. If



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Seller breaches any warranty, CPI shall be entitled to all additional remedies under applicable law arising from the breach. Furthermore, Seller shall indemnify, defend, and hold CPI harmless from and against any loss, damage, or expense whatsoever that CPI may suffer from breach of any of these warranties.

- 7. INSPECTION:** Seller shall maintain an inspection system adequate to ensure that all work performed and items delivered conform to contract requirements. Buyer, the Government, and any higher-tier contractors, may, at all reasonable times and places, inspect and/or test the work (including, without limitation, raw materials, components, assemblies, and end products) being performed under this contract. If any inspection or test is made on the premises of Seller or a lower-tier subcontractor, all reasonable facilities and assistance necessary to such inspection shall be provided by Seller without charge. Buyer may reject nonconforming work and items or require Seller to correct the defects without charge. Buyer shall, no later than 60 days from delivery or from completion by Seller of any required installation, whichever occurs last, neither accept, reject, nor require correction of defects. Payment shall not constitute acceptance. Neither payment nor acceptance shall relieve Seller of liability for failure to conform to contract requirements. Seller shall be liable to Buyer for any nonconforming work or items and for any other damages suffered by Buyer, except to the extent Seller proves that such damages would have been mitigated but for the failure of Buyer to timely notify Seller.
- 8. CHANGES:** Buyer may at any time, by a written order and without notice to sureties, make changes within the general scope of this contract. If any such change causes an increase or decrease in the cost of, or the time required for, any part of the work hereunder, an equitable adjustment shall be made by Buyer by written Purchase Order amendment to the price, delivery schedule, or both. Costs used in determining contract price adjustments pursuant to this clause, or any other provision hereof, shall be in accordance with FAR Subpart 31.2. FAR 52.243-6 shall apply to changes that may exceed \$100,000. Any claim by Seller for adjustment hereunder shall be asserted in writing within fifteen (15) days from the date of receipt of the written order directing the change, provided that Buyer, in its discretion, may receive and act upon such claim asserted at any time before final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in an equitable adjustment, Buyer shall have the right to prescribe its disposition. Failure to agree to any adjustment shall be a dispute subject to the Disputes clause hereof. However, nothing in this clause shall excuse Seller from diligently proceeding with this contract as changed.
- 9. SUSPENSION OF WORK:** If, without the fault or negligence of Seller, the performance of all or any part of the work is suspended, delayed, or interrupted for an unreasonable period of time by an act or omission on the part of Buyer or by written notice by Buyer under the Changes clause, Seller may request an equitable adjustment in price and/or delivery. No adjustment shall be allowed for any costs or delay incurred more than ten (10) days before Seller gives written notice to Buyer of the basis of claim and expected costs and delay.
- 10. DEFAULT:** By written order, Buyer may terminate this contract in whole or in part if Seller (a) fails to deliver supplies or perform services within the contract schedule; (b) fails to perform any other provisions of this contract, or by failure to make progress endangers scheduled performance hereof, and in either case does not cure such failure within a period of ten (10) days (or such longer period as Buyer may authorize in writing) after receipt of written notice from Buyer specifying such failure; or (c) fails promptly to provide adequate written assurances of performance satisfactory to Buyer when it appears that Seller may not perform in accordance with the contract and assurances are requested by Buyer. If Buyer terminates part of the work, Seller shall diligently continue performance of the remainder. Buyer may terminate at any later time for any continuing or subsequent default. Seller shall be liable to Buyer for any excess costs for reprocurring similar items or services and other damages incurred. If it is determined Seller was not in default, such termination shall be converted to a Clause 12 Termination for Convenience. In no event shall Seller be entitled to profit on unperformed terminated work.

Upon any termination for default of Seller, Buyer may require Seller to transfer title and deliver, as directed by Buyer, (a) any completed supplies and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights as Seller has produced or acquired for the performance of the terminated part of this contract; and Seller shall, at Buyer's direction, protect and preserve property in Seller's



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possession in which Buyer or the Government has an interest. Payment for delivered items accepted by Buyer and for the protection and preservation of property shall be in an amount agreed upon; failure to agree shall be subject to the Disputes clause herein.

Notwithstanding any defenses Seller may have, Buyer may set off, withhold, or recover from Seller such sums as may be claimed or withheld by the Government or Buyer's customer based upon or relating to any breach or alleged breach by Seller or any of its subcontractors or suppliers at any tier of any representations, certifications, or obligations under this contract or applicable laws, regulations, or orders of Government agencies. Seller shall indemnify, defend, and hold harmless Buyer and any higher-tier contractor to which Buyer owes a similar obligation from any and all loss, damage, expense, and liabilities, including administrative expenses and attorney's fees, relating in any way to any claims by the Government or by any other person or entity arising out of or relating to any such breach or alleged breach.

The rights and remedies of Buyer provided in this contract and by law are cumulative. Waiver of any one default shall not waive subsequent or continuing defaults of the same or any other provision. In no event shall Buyer be liable for anticipated profits or for incidental or consequential damages. Buyer shall not be liable for penalties or for any amount in damages or otherwise in excess of the price allocable to the units of product or work given rise to the claim.

11. DISPUTES: Any claim or controversy relating in any way to this contract or its performance that is not settled by agreement shall be decided by Buyer, which shall furnish a written decision to Seller. Buyer's decision shall be final and conclusive unless, within fifteen (15) days of receipt of such decision, Seller gives Buyer written notice that it desires to contest Buyer's decision. Such contest shall be considered a "dispute" that shall, at the election of Buyer, be disposed of either by binding arbitration or by a court of competent jurisdiction for Buyer's place of business on the face hereof, or, if the dispute is based upon alleged fault of the Government or a decision of the Government's contracting officer, by appeal to the Government under the Disputes article of the applicable prime contract with the Government. Notwithstanding the foregoing, in order to resolve any issues or related matters in one action, Buyer may require any dispute to be resolved in a court of competent jurisdiction in a place designated by Buyer to obtain jurisdiction over and service on third parties. If Buyer elects to resolve a dispute by arbitration, such dispute shall be settled only by binding arbitration pursuant to the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") subject to the following:

- A. The arbitration shall comply with the procedural law of the Federal Arbitration Act, to the extent not inconsistent with the Rules or this section. The arbitration shall take place at the location of Buyer's business set forth herein. Unless consolidated at Buyer's election with an existing arbitration hereunder, the AAA shall select three neutral arbitrators (one only for disputes under \$300,000) under its normal procedures provided, however, that at least one arbitrator (who shall chair the arbitration panel, if any) shall be a member of the American Board of Trial Advocates or the American College of Trial Lawyers. Subject to legal privileges, each party shall be entitled to discovery in accordance with the Federal Rules of Civil Procedure.
- B. At the arbitration hearing, each party may make written and oral presentations, present testimony and written evidence, and examine witnesses. The arbitrators shall have no power to award attorney's fees or punitive or exemplary damages. In reaching its decision, the arbitrators shall apply the provisions of this contract, including the substantive law specified herein below and applicable statutes of limitation. The arbitrators shall issue a decision with written findings and the bases therefor, and such decision shall be final, binding, and enforceable at any court of competent jurisdiction. The parties shall share equally fees and expenses of the AAA and the arbitrators.
- C. If Buyer elects to proceed under the disputes article with the Government, it shall either (i) proceed to appeal on behalf of the Seller under the applicable prime contract, in which case Seller shall participate to protect its interests, and each party shall pay its own costs without prejudice to any right each may otherwise have to recovery or allowance or (ii) permit Seller to appeal, in the name of the prime contractor, under the Disputes article of the prime contract with the Government, in which case Buyer shall provide reasonable assistance to



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Seller, and all costs of Seller's appeal and such assistance shall be paid by Seller without prejudice to any right Seller may otherwise have to recovery or allowance. Between Buyer and Seller, disposition of any dispute under such appeal procedure (or a final judgment of a court of competent jurisdiction on any appeal therefrom) shall be final and conclusive. Pending final disposition of any dispute, Seller shall proceed diligently with the performance hereof in accordance with Buyer's decision.

- 12. TERMINATION FOR CONVENIENCE:** Buyer for its convenience may, at any time by written order, terminate this contract in whole or in part. In such event, the rights and obligations of Buyer and Seller shall be governed by the Termination for Convenience clause in FAR 52.249-2. Costs claimed, agreed to, or determined pursuant to this clause shall comply with FAR Subpart 31.2. Seller shall have the right to appeal under the Disputes clause hereof from any determination hereunder, unless Seller failed to submit its termination claim within the time provided.
- 13. TRADE SECRETS:** Protectable data means (a) all data required by the Government, regardless of the Government's rights therein, that would otherwise be protectable as proprietary or under the law of trade secrets and (b) all disclosures of Buyer's and Seller's designs, processes, components, and other information, which are protectable as proprietary or under the law of trade secrets, whether or not recorded. Recorded data is data that is contained in drawings, writings, films, sound recordings, magnetic or semiconductor memory-storage apparatus, or similar media. Notwithstanding any other provisions of this contract or the rights of the Government, neither party will disclose or use protectable data provided by the other, or otherwise acquired through access to facilities, records, and studies or through observations of activities of the other, except as such use is necessary to the fulfillment of obligations under Buyer's contract with its customer or this contract, unless the recipient can show that such protectable data was already in the possession of recipient or was subsequently received from another party and under no obligation to maintain such protectable data in confidence. Provided, however, if under this contract recorded data is furnished to the Government with unlimited rights, which would otherwise be protectable data as defined above, either party may use such data if the Government furnishes it to others with unlimited rights or if it has otherwise lost its protectability. Buyer party shall not be obligated to protect recorded data provided by Seller unless there is notification in writing or by suitable legend that such data is proprietary or is submitted for limited use only. No publicity releases or other public disclosures shall be made regarding this contract without Buyer's express written permission.
- 14. ASSIGNMENT:** Except for the purchase of parts and supplies, Seller may not assign or subcontract any portion of this order without the prior written consent of Buyer. Claims for moneys due or to become due hereunder may be assigned by Seller, provided Buyer is promptly given copies of such assignment. Whether or not assigned, all payments shall be subject to set off or recoupment of any present or future claims that Buyer may have against Seller. The Seller shall promptly notify Buyer of any significant changes or proposed changes in its ownership, financial condition, or its ability to perform this contract.
- 15. APPLICABLE LAW, MARKING, DUTY DRAWBACK:** If this is a Government subcontract, it shall be construed under and governed by applicable statutes and regulations and the federal common law of government contract as applied by federal courts and boards of contract appeals. To the extent that such law is not dispositive, or where this contract is not a Government subcontract, it shall be construed under and governed by the law of Buyer's place of business designated on the face hereof. Seller shall comply with applicable federal, state, local law and regulations, and orders of government agencies. Seller shall mark each item of foreign goods with the English name of the country of origin as conspicuously and permanently as possible (or on the container for each item if the item cannot be so marked) and comply with all other marking requirements. At Buyer's request, Seller shall (a) provide a certificate of country of origin of imported goods sufficient to satisfy the customs authorities of the country of receipt, (b) designate Buyer as importer of record of imported and dutiable goods, and/or (c) furnish Buyer properly executed documents required by U.S. Customs to provide importation and duty payment and to transfer duty drawback rights to Buyer for goods manufactured from imported material. The United Nations Convention for the International Sales of Goods (CISG) is hereby excluded and will not apply unless expressly agreed.



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- 16. DELAY:** Seller shall immediately notify Buyer of any threatened or actual labor dispute or other matter that may delay Seller's performance hereunder and the anticipated duration of the delay, and Seller agrees to insert the substance of this provision in all subcontracts and Purchase Orders hereunder. Excusable delays are those delays that arise out of causes beyond the control and without the fault or neglect of Seller, including acts of God or of the Government, fires, floods, strikes, embargoes, unusually severe weather, or delays of Seller's subcontractor(s) or supplier(s) arising from causes beyond the control and without the fault or neglect of both Seller and such supplier(s) or subcontractor(s), and where Seller could not have obtained the suppliers or services from other sources in sufficient time to permit Seller to meet the delivery schedule. Notwithstanding any other provision hereof, Buyer may terminate this contract, in whole or in part, without cost to Buyer where any actual or projected excusable delay is material or indefinite, would result in frustration of purpose of this contract or would require reprocurement under Buyer's contractual obligations.
- 17. INTELLECTUAL PROPERTY RIGHTS:** The term "Subject Innovations" herein means each invention, improvement, and discovery by Seller, or any of its subcontractors or suppliers at any tier, conceived or first reduced to practice during or in the performance hereof or of work performed in contemplation of an order from Buyer. The term "Technical Personnel" means each person employed by or working for or with Seller or any of its subcontractors or suppliers at any tier, who would be expected to make, or who actually makes, Subject Innovations. Except where clause 20(c) applies, when experimental, developmental, or research work is required hereunder, all Subject Innovations shall be solely owned by Buyer, and Seller agrees:
- A. To obtain promptly, and require its subcontractors and suppliers at every tier to obtain, agreements with all Technical Personnel, requiring them to disclose promptly in writing, and assign to Buyer all Subject Innovations made by them, either solely or jointly with others. Such agreements shall specify, and Seller agrees, that (i) upon request of Buyer and without further compensation therefor, Technical Personnel and their employers at every tier shall cooperate fully and comply with all actions, including the execution of documents and oaths that, in Buyer's opinion, may be necessary or desirable to obtain, sustain, or reissue United States and foreign patents or copyrights on any Subject Innovations, or for maintaining Buyer's title thereto; and (ii) Technical Personnel shall treat as confidential all information received or developed by them in connection with this contract, and shall not publish or otherwise disclose this information to others at any time without the express written consent of Buyer; and
 - B. To obtain and deliver promptly to Buyer full written descriptions of Subject Innovations along with the assignment of all rights therein to Buyer from Technical Personnel and their employers, to document Buyer's entire and exclusive right, title, and interest throughout the world in said Subject Innovations, including all United States and foreign patents, copyrights, and applications therefor. If, to the best of the knowledge and belief of Technical Personnel and Seller, there have been no Subject Innovations to so certify to Buyer.
- 18. PATENT INDEMNITY:** Seller shall indemnify, defend, and hold harmless Buyer and subsequent purchasers against any liability, costs, and expenses relating to any actual or alleged patent infringement arising out of the manufacture, use, sale, or disposal of items furnished under this contract, except to the extent such items substantially vary from items generally available commercially and are manufactured by Seller in compliance with Buyer's detail designs and stated requirements for specific structure. Seller shall give Buyer prompt notice of any infringement claim. Seller shall conduct its defense at all times in a manner that is not adverse to the interests of Buyer. Buyer may, at its option and expense, monitor the lawsuit or proceeding, participate in its defense, and be represented by its own counsel. In no event may Seller enter into any settlement that would involve payment by Buyer. If Buyer determines in its sole discretion that Seller does not or is not able to protect the interests of Buyer with respect to any Claim, Buyer may take control of the lawsuit or proceeding and charge Seller its Costs and Expenses. If the Products, including any software, are held infringing or if either Seller or Buyer reasonably believes the Products or software may infringe third-party rights, and their use is or may be enjoined as a result of any lawsuit or proceeding, Seller shall, at its own expense (a) procure the right to continue using the Products or software; (b) replace the infringing Products or software with a non-infringing product; (c) change the infringing Products or software to be non-infringing; or (d) accept return of the infringing Products or software, refund the Price paid by



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Buyer for the Products or software, and pay Buyer for the costs of cover as provided by Section 2-712 of the Uniform Commercial Code.

- 19. EQUAL EMPLOYMENT OPPORTUNITY:** During the performance hereof, Seller will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, or national origin. If this contract is a Government subcontract, Seller shall comply with FAR 52.222-26 to the extent applicable.
- 20. NONSEGREGATED FACILITIES:** Seller certifies that it fully complies with FAR 52.222-21, which requires Seller to not permit its employees to work at any location under its control that has segregated facilities, and agrees it will continue to comply during performance hereof.

21. SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING

As a condition of this Purchase Order regardless of value, end customer or intended end use, Seller shall have and maintain an adequate system for Safeguarding Covered Defense Information and Cyber Incident Reporting pursuant to the requirements set forth in the current version of DFARS 252.204-7012.

22. CONFLICT MINERALS LAW

- A. Supplier acknowledges and understands that CPI, as a company that files reports with the United States Securities and Exchange Commission (“SEC”), is subject to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and the rules and regulations of the SEC thereunder (together, the “Conflict Minerals Law”). Under the Conflict Minerals Law, among other things, CPI is required to submit reports and disclose on its website (a) whether any Conflict Minerals necessary to the functionality or production of the CPI’s products originated from the Democratic Republic of the Congo (“DRC”) or any adjoining country; and (b) the due diligence measures taken by CPI to identify the source of the Conflict Minerals used in its products.
- B. Supplier shall assist and cooperate with CPI from time to time, at no additional cost to CPI, in CPI’s performing a reasonable due diligence investigation (and, if necessary, any audit) on the origin of Conflict Minerals contained in the Products delivered to CPI under any Purchase Order, to enable CPI to comply with its disclosure and reporting obligations under the Conflict Minerals Law. Such assistance and cooperation may include, but shall not be limited to, (i) completing and submitting to CPI such questionnaires or templates relating to the origin of Conflict Minerals contained in the Products, as CPI shall request; (ii) requiring Supplier’s vendors or suppliers of products, parts, or materials contained in the Products to complete and submit to CPI such questionnaires or templates, and to require their direct and indirect vendors of products, parts, or materials contained in the Products to complete such questionnaires or templates; and (iii) providing CPI with such written representations or certifications as CPI shall request related to: the facility at which such Conflict Minerals were processed; whether such Conflict Minerals originated in the DRC or adjoining countries or were obtained from recycled or scrap sources; the efforts used to determine the mine or location of origin of the Conflict Minerals; and Supplier’s reasonable belief as to whether any such Conflict Minerals directly or indirectly finance or benefit “armed groups” (as defined in the Conflict Minerals Law) in the DRC or adjoining countries, and the basis of such belief. In addition, Supplier shall provide to CPI such independent private-sector audits, conducted in accordance with standards established by the Comptroller General of the United States, of any information submitted to CPI pursuant to this provision, as CPI shall request.
- C. As used in this section and in the Conflict Minerals Law, the term “Conflict Minerals” means (1) columbite-tantalite (coltan), cassiterite, gold, wolframite, and their derivatives (which derivatives are currently limited to tantalum, tin, and tungsten); and (2) any other mineral or its derivatives, the exploitation and trade of which is determined by the U.S. Secretary of State to be financing conflict in the DRC or an adjoining country.



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- 23. RETENTION OF RECORDS:** Unless a longer period is specified in this Purchase Order or by law or regulation, Seller shall retain all records related to this Purchase Order for three (3) years from the date or final payment received by Seller. Records related to this Purchase Order include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test quality, shipping and export, and certification records. At no additional cost, Seller shall timely provide access to such records to the U.S. Government and/or CPI upon request.
- 24. COMPLIANCE WITH LAWS:** Seller shall comply with applicable federal, state, and local law and regulations and orders of Seller's country and agencies of the United States. Seller represents that no law, rule, or ordinance of the United States, any State, or any other applicable governmental agency of any country, has been or will be violated in manufacturing or supplying the Products or Services. Seller shall comply with applicable federal, state, and local law and regulations, and orders of Seller's country and agencies of the United States Government. Seller represents that no law, rule, or ordinance of the United States, or State or any other applicable governmental agency of any country, has been or will be violated in manufacturing or supplying the Products or Services. Seller shall comply with all such laws, regulations, and orders, including without limitation the U.S. Foreign Corrupt Practices Act ("FCPA"), the International Traffic in Arms Regulations ("ITAR") and its registration requirements, the Export Administration Regulations ("EAR") of the U.S. Arms Export Control Act, and non-U.S. export laws and regulations. The FCPA, similar statutes in other countries, United Nations Convention against Corruption and other treaties broadly prohibit the offering, giving, or promising, directly or indirectly, money or anything of value to any official or government or political party official or instrumentality to assist in obtaining or retaining business or securing improper advantage. The ITAR and EAR govern the release or export or re-export, directly or indirectly, of any hardware, software, technology, information, or technical data to any foreign governments, corporations, businesses or associations, or any individual or country for which the Government requires an export license or other government approval, without first obtaining such license or approval. Buyer is a defense contractor under certain security obligations with regard to access to its facilities and technology including Intellectual Property. Accordingly, disclosure of certain information under this Purchase Order may be deemed an export, and Seller will not assign any personnel to perform services at Buyer's facilities who are not licensed to receive the export at issue. Any breach of these requirements is material or fundamental to the contract of supply, and Seller shall indemnify, defend, and hold Buyer harmless from and against all claims, demands, damages, costs, fines, penalties, attorneys' fees, and other expenses arising from failure to comply.
- 25. INSURANCE:** Seller will obtain and maintain comprehensive general liability insurance or a self-insurance retention program that covers its liability to third parties in connection with the sale of products, property damage, contractual liability, products liability and completed operations, workers' compensation, and employer's liability for all employees engaged in performing the work. Seller will notify CPI at least thirty (30) days before cancellation or implementation of any material change in the foregoing policies, and upon request, shall furnish to CPI a certificate of insurance as evidence of required coverage.
- 26. IF THIS IS A U.S. GOVERNMENT SUBCONTRACT, THE CURRENT VERSION(S) OF THE CLAUSES SET FORTH BELOW ALSO FORM A PART OF THIS CONTRACT.**
- A. GENERAL: Seller shall comply with FAR 52.211-14 & 15, 15 CFR Part 700, and applicable Defense Priorities and Allocation System (DPAS) directions and orders in obtaining materials and scheduling production hereunder. If this contract involves classified matter, FAR 52.204-2, the security agreement executed by Seller (DD form 441), and the "Industrial Security Manual for Safeguarding Classified Security Information" are a part hereof. If at time of award this order is at or above the threshold set by the Federal Acquisition Regulation, Seller represents and warrants that it has supplied current, accurate, and complete information to Buyer to properly enable it to determine the applicability of Cost Accounting Standards (CAS). If Seller is subject to CAS, and the required CAS clauses (FAR 52.230-2 through 6) are not incorporated herein for any reason, Seller agrees, without further compensation, to the inclusion of such clauses and to comply therewith during the performance hereof.



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- B. **DEFECTIVE PRICING:** If the Government Contracting Officer or Buyer determines that any price, including the profit or fee thereon, established in connection with this contract was increased by any significant sum because Seller or any of its subcontractors or suppliers at any tier furnished incomplete or inaccurate cost or pricing data, or data not current as certified, or refuses to furnish cost or pricing data when required, the contract price hereunder shall be reduced accordingly and the contract modified in writing to reflect such adjustment. Seller shall insert the substance of this clause in all subcontracts hereunder so as to give Buyer the right, in its sole discretion, to proceed directly against any such subcontractor. Failure to agree on a price reduction shall be subject to the Disputes clause of this contract. Buyer and the Government shall also have all other rights set forth in FAR 52.215-10 and 11.
- C. **PATENT AND DATA RIGHTS:** For all Federal Government Agency Subcontracts, delete clauses 17 and 18 and substitute (i) FAR 52.227-3, 11 through 14, 16, 17, and/or 18, (ii) DFAR 252.227-7013 and/or 7015, and/or (iii) NASA FAR Supplement 1852.227-70 as required by applicable Government regulations or Buyer's contract with its customers. Seller agrees, without further compensation, to the inclusion of such clauses and to comply therewith during the performance hereof.
- D. **SELLER'S EXPRESS CERTIFICATIONS:** Seller certifies that (i) no facility to be used in the performance of this order is listed on the Environmental Protection Agency List of Violating Facilities; (ii) neither it nor any of its principals is debarred, suspended, proposed for debarment, or declared ineligible for the award of any Government contract; (iii) it has not paid, nor will it pay, any consideration to any employee of the Government, or of Buyer or any higher-tier contractor, to influence improperly the award of the Government prime contract, this contract, or any higher-tier contract, or engaged in any other illegal or improper activities in connection with the solicitation, negotiation, or award thereof; (iv) no officer or employees of Buyer will materially benefit from this contract; (v) it has not obtained improperly any confidential information of the Buyer, the Government, or any higher-tier contractor; and (vi) it has not communicated with any of its competitors with respect to pricing or any other aspect of its proposal relating hereto.
- E. **CLAUSES INCORPORATED AS REQUIRED:** The current version(s) of the clauses set forth below (including alternates) are hereby incorporated by reference, and Seller shall incorporate the current version of such clauses (and alternates) in its own orders and subcontracts (and require incorporation at lower tiers), which clauses shall be applicable to the extent required by Government statutes and regulations and to comply with Buyer's own contractual obligations.

FAR

52.203-3	Gratuities
52.203-5	Covenant Against Contingent Fees
52.203-6	Restrictions on Subcontractor Sales to the Government
52.203-7	Anti-Kickback Procedures (less paragraph (c)(1))
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
52.203-13	Contractor Code of Business Ethics and Conduct
52.203-14	Display of Hotline Poster(s)
52.204-2	Security Requirements
52.204-9	Personal Identity Verification of Contractor Personnel
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards
52.204-21	Basic Safeguarding of Covered Contractor Information Systems
52.209-5	Certification Regarding Responsibility Matters
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or proposed for Debarment.



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52.211-5	Material Requirements
52.211-15	Defense Priority and Allocation Requirements
52.214-26	Audit and Records – Sealed Bidding
52.214-28	Subcontractor Certified Cost or Pricing Data—Modifications – Sealed Bidding
52.215-2	Audit and Records Negotiation
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data—Modifications
52.215-12	Subcontractor Certified Cost or Pricing Data
52.215-13	Subcontractor Certified Cost or Pricing Data—Modifications
52.215-14	Integrity of Unit Prices (less paragraph b)
52.215-15	Pension Adjustments and Asset Reversions
52.215-16	Facilities Capital Cost of Money
52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions
52.215-19	Notification of Ownership Changes
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data— Modifications
52.215-22	Limitations on Pass-Through Charges – Identification of Subcontract Effort
52.215-23	Limitations on Pass-Through Charges
52.216-7	Allowable Cost and Payment (cost reimbursement).
52.216-8	Fixed Fee (Applicable to cost plus fixed fee order.)
52.216-10	Incentive Fee (Applicable to cost plus incentive fee order.)
52.216-11	Cost Contract—No Fee (Applicable if this is a cost no fee order.)
52.216-12	Cost Sharing Contract—No Fee (Applicable if this is a cost sharing, no fee order.)
52.219-8	Utilization of Small Business Concerns
52.219-9	Small Business Subcontracting Plan
52.222-1	Notice to the Government of Labor Dispute
52.222-2	Payments for Overtime Premiums
52.222-3	Convict Labor
52.222-4	Contract Work Hours and Safety Standards Act—Overtime Compensation
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000
52.222-21	Prohibition of Segregated Facilities
52.222-22	Previous Contracts and Compliance Reports
52.222-26	Equal Opportunity
52.222-35	Equal Opportunity for Veterans
52.222-36	Equal Opportunity for Workers with Disabilities
52.222-37	Employment Reports on Veterans
52.222-40	Notification of Employee Rights Under the National Labor Relations Act
52.222-41	Service Contract Labor Standards
52.222-50	Combating Trafficking in Persons
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services— Requirements
52.222-54	Employment Eligibility Verification
52.223-3	Hazardous Material Identification and Material Safety Data— “Government” means “Government and Buyer”
52.223-7	Notice of Radioactive Materials



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52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons
52.223-13	Acquisition of EPEAT®-Registered Imaging Equipment
52.224-2	Privacy Act
52.225-1	Buy American Act—Supplies
52.225-3	Buy American Act—Free Trade Agreement—Israeli Trade Act
52.225-5	Trade Agreements
52.225-8	Duty-Free Entry
52.225-13	Restrictions on Certain Foreign Purchases
52.227-1	Authorization and Consent and Alternate 1 For R & D
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-9	Refund of Royalties
52.227-10	Filing of Patent Applications—Classified Subject Matter
52.227-11	Patent Rights—Ownership by the Contractor
52.227-14	Rights in Data—General
52.228-5	Insurance—Work on a Government Installation
52.230-2	Cost Accounting Standards
52.230-3	Disclosure and Consistency of Cost Accounting Practices
52.230-5	Cost Accounting Standards—Educational Institution
52.230-6	Administration of Cost Accounting Standards
52.232-7	Payments under Time and Material and Labor Hour Contracts – “schedule” means “this Order,” “voucher” means “invoices(s),” “Government” means “Buyer,” and “Contracting Officer” means “Buyer’s Purchasing Representative.”
52.232-20	Limitation of Cost (If fully funded)
52.232-22	Limitation of Funds (If incrementally funded)
52.233-3	Protest After Award
52.234-1	Industrial Resources Developed Under Title III, Defense Production Act
52.236-13	Accident Prevention
52.237-2	Protection of Government Buildings, Equipment, and Vegetation
52.242-1	Notice of Intent to Disallow Costs
52.242-3	Penalties for Unallowable Costs
52.242-13	Bankruptcy
52.243-2	Changes – Cost Reimbursement (Applicable such orders)
52.243-3	Changes – Time and Material or Labor Hours (Applicable to such orders)
52.243-6	Change Order Accounting
52.244-2	Subcontracts
52.244-6	Subcontracts for Commercial Items
52.245-1	Government Property
52.245-1 Alt 1	Government Property (Alt 1—Applicable to Purchase Orders other than cost reimbursement, time and material, and labor hour Purchase Orders and FP Purchase Orders awarded on the basis of submission of cost or pricing data.)
52.246-2	Inspection of Supplies—Fixed Price
52.246-3	Inspection of Supplies (Cost Reimbursement)—“Contracting Officer” means “Buyer Purchasing Representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer) and where “Government” first appears in paragraph (k), it shall mean “Government and/or Buyer.” The provisions in this clause of access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.



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52.246-5	Inspection of Services (Cost Reimbursement)—“Contracting Officer” means “Buyer Purchasing Representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer). The provisions in this clause of access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.
52.246-6	Inspection of Time and Materials and Labor Hour— “Contracting Officer” means “Buyer Purchasing Representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer) and where “Government” first appears in paragraph (k), it shall mean “Government and/or Buyer.” The provisions in this clause of access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.
52.246-23,-24,-25	Limitation of Liability
52.247-63	Preference for U.S.-Flag Air Carriers
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels
52.248-1	Value Engineering
52.249-2	Termination for Convenience of the Government (Fixed Price)—“Government” shall mean “Buyer.” In paragraph (d), the term “45 days” is changed to “90 days.” The term “one year” in paragraph (e) is changed to “six months.” The term “90 days” in paragraph (l) is changed to “forty-five days.”
52.249-6	Termination (Cost Reimbursement) “Government” means “Buyer” and “Contracting Officer” means “Buyer’s Purchasing Representative.” Alternative IV is applicable to time and material or labor hour orders only.
52.249-14	Excusable Delays

DFARS

252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies
252.203-7003	Agency Office of the Inspector General (Applies when FAR 52.203-13 applies to this Order.)
252.204-7000	Disclosure of Information
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism
252.211-7000	Acquisition Streamlining
252.211-7003	Item Unique Identification and Valuation
252.211-7007	Reporting of Government-Furnished Property
252.215-7000	Pricing Adjustments (applies if FAR 52.215-12 or 52.215-13 apply to this order)
252.219-7003	Small Business Subcontracting Plan (DoD Contracts)
252.222-7000	Restrictions on Employment of Personnel
252.223-7001	Hazard Warning Labels
252.223-7002	Safety Precautions for Ammunition and Explosives (“Government” means “Government and Buyer”)
252.223-7003	Change in Place of Performance – Ammunition and Explosives
252.223-7006	Prohibition on Treatment and Disposal for Toxic or Hazardous Materials
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunitions, and Explosives
252.225-7001	Buy American and Balance of Payments Program
252.225-7002	Qualifying Country Sources as Subcontractors
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (applicable to acquisition of munitions list items only)
252.225-7008	Restriction on Acquisition of Specialty Metals

Verify revision before use.



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252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals
252.225-7012	Preference for Certain Domestic Commodities
252.225-7013	Duty-Free Entry
252.225-7015	Restriction on Acquisition of Hand of Measuring Tools
252.225-7016	Restriction of Acquisition of Ball and Roller Bearings
252.225-7019	Restriction of Acquisition of Foreign Anchor and Mooring Chain
252.225-7021	Trade Agreements (applies if the work contract contains other than U.S.-made, qualifying designated country end products; applies in lieu of FAR 52.225-5)
252.225-7025	Restriction on the Acquisition of Forgings
252.225-7026	Acquisition Restricted to Products or Services from Afghanistan
252.225-7027	Restriction of Contingent Fees for Foreign Military Sales
252.225-7028	Exclusionary Policies and Practices of Foreign Governments
252.225-7030	Restriction on Acquisition of Carbon Alloy and Armor Steel Plate
252.225-7031	Secondary Arab Boycott of Israel
252.225-7033	Waiver of United Kingdom Levies
252.225-7035	Buy American--Free Trade Agreements--Balance of Payments Program Certificate - Basic
252.225-7037	Evaluation of Offers for Air Circuit Breakers
252.225-7038	Restriction on Acquisition of Air Circuit Breakers
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States
252.225-7043	Anti-Terrorism/Force Protection Policy for Defense Contractors Outside the United States (applies where Seller will be performing or traveling outside the U.S. under this Order)
252.225-7048	Export Controlled Items
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns
252.227-7013	Rights in Technical Data – Noncommercial Items
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7015	Technical Data – Commercial Items
252.227-7016	Rights in Bid or Proposal Information
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions
252.227-7019	Validation of Asserted Restrictions – Computer Software
252.227-7025	Limitation on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends
252.227-7026	Deferred Delivery of Technical Data or Computer Software
252.227-7027	Deferred Ordering of Technical Data or Computer Software
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government
252.227-7030	Technical Data – Withholding of Payment
252.227-7037	Validation of Restrictive Markings on Technical Data
252.227-7038	Patent Rights – Ownership by the Contractor (Large Business)
252.227-7039	Patents – Reporting of Subject Inventions
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
252.231-7000	Supplemental Cost Principles
252.235-7003	Frequency Authorization
252.239-7016	Telecommunications Security Equipment Devices, Techniques, and Services
252.243-7001	Pricing of Contract Modifications
252.244-402(a)	Policy Requirements
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)
252.244-7001	Contractor Purchasing System Administration
252.246-7001	Warranty of Data

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252.246-7003	Notification of Potential Safety Issues
252-246-7008	Sources of Electronic Parts
252.247-7023	Transportation of Supplies by Sea
252.247-7024	Notification of Transportation of Supplies by Sea
252.249-7002	Notification of Anticipated Contract Terminations or Reductions (less paragraph (d) (1))