

PeopleTec, Inc. Purchase Order Terms and Conditions

THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. ACCEPTANCE

This Purchase Order constitutes an offer by Buyer which is accepted by Seller solely in accordance with the terms set forth herein and on the face of the Purchase Order upon the earlier of Seller's (i) signing and returning the acknowledgment copy hereof, or (ii) commencement of effort, or delivery in whole or in part of articles or the furnishing of services required herein, or (iii) failure to take exception to the terms herein and on the face of the Purchase Order within 21 days of the Purchase Order date. This Purchase Order is a complete and exclusive statement of terms and supersedes all prior agreements.

2. ADDENDA

All supplemental or acknowledged sheets, schedules, exhibits, specifications, drawings, data or riders which may be annexed hereto or referenced herein are made part of the Purchase Order. Seller acknowledges that it has available to it all specifications, drawings and data incorporated in this Purchase Order and that they are adequate to enable Seller to perform the work called for herein in accordance with the delivery schedule.

3. APPLICABLE LAW AND DISPUTES

Any dispute arising under or related to the purchase order shall be governed by the law of the State of Alabama. However, if the Purchase Order is placed under a government prime or higher tier contract, the Federal Law of Government Contracts as enumerated and applied by the Federal courts and the Agency Boards of Contract Appeals shall apply. Pending the resolution of any disputes, Seller shall proceed as directed by Buyer. **In no event shall the Seller acquire any direct claim or course of action against the United States Government.**

4. ASSIGNMENT AND SUBCONTRACTING

The purchase order or any interest hereunder shall not be assigned or transferred by Seller without the prior written consent of Buyer. Payments to the Seller or any authorized assignee of any claim under the Purchase Order shall be subject to reduction or set-off for any present or future claim or claims which Buyer may have against Seller. Seller shall not subcontract the furnishing of any of the complete or substantially complete items required by the Purchase Order, without the prior written approval of the Buyer.

5. BUYER FURNISHED PROPERTY

If any property, including material, tooling and equipment is identified in the Purchase Order either (i) to be furnished to Seller by Buyer solely for performance of the purchase order or (ii) to be acquired by Seller for performance of the purchase order, title to such property shall remain with, or shall vest in, upon payment therefore by, the Buyer or its customer. Title to such property shall not be affected by incorporation or attachment to other property. Use of such property, other than in performance of the Purchase Order, must be authorized in writing by Buyer. With the exception of reasonable wear and tear, Seller shall bear the risk of loss, destruction of and damage to such property. When instructed by Buyer,

PeopleTec, Inc. Purchase Order Terms and Conditions

Seller shall deliver the property to Buyer, F.O.B. Buyer's plant, at the completion or termination of the Purchase Order.

6. BUYER'S RIGHTS IN SELLER'S DATA AND PATENTS

If at any time during the performances of the Purchase Order (i) Seller suspends business operations or becomes bankrupt or insolvent, (ii) the Purchase Order is terminated for default or (iii) if at any time within five (5) years from the date of the Purchase Order, Seller, for any reason, discontinues acceptance of follow-on orders of like or similar items to those ordered hereunder, buyer shall have a royalty-free nonexclusive license to use and license others to use Seller's patents, designs, processes, know how, drawings, and technical data relating to the supplies and services as defined in the Purchase Order for purposes of producing and selling items required to be supplied by Buyer's existing or follow-on contracts with its customers. In order to accomplish an orderly transition to Buyer's new source, Seller further agrees to provide Buyer with necessary technical aid and assistance at reasonable prices.

7. CHANGES

Buyer may at any time by a written order make changes within the general scope of the Purchase Order in any one or more of the following: (i) drawings, designs, or specifications; (ii) method of shipping or packing; (iii) place or time of delivery; and (iv) quantity. Seller shall proceed immediately to perform the Purchase Order as changed. If any such changes cause an increase or decrease in the cost of or the time required for the performance of the Purchase Order, an equitable adjustment shall be made in the price or delivery schedule, or both, and the Purchase Order shall be modified in writing accordingly. Any claim for adjustment under this provision must be submitted in writing within fifteen (15) days from the date the change is ordered together with cost or pricing data sufficient to permit evaluation of such claim. Where the cost of property made obsolete or excess as a result of a change is included in the contractor's claim for adjustment (and supported by inventory schedules to be submitted within three (3) months from the date of change), the Buyer shall have the right to prescribe the manner of disposition of such property. Failure of the parties to agree upon any adjustment to be made under this clause shall not excuse Seller from proceeding with the Purchase Order as changed, or directed by an authorized representative of Buyer's Contracts Department. This issuance of information, advice, approvals or instructions by Buyer's technical personnel or other representatives shall not affect Buyer's and Seller's rights and obligations hereunder, unless the same is in writing signed by an authorized representative of Buyer's Contracts Department.

8. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

Seller has complied with and shall comply with all applicable Federal, State and Local laws and ordinances and all orders, rules and regulations thereunder. Seller shall save and hold Buyer harmless from, and reimburse it for any and all costs, damages and expenses (including attorney's fees) suffered or occasioned to it through any failure of Seller to comply with any laws, orders, rules, regulations or ordinances.

PeopleTec, Inc. Purchase Order Terms and Conditions

9. CONFIDENTIAL RELATIONSHIP

Unless the written consent of Buyer is first obtained, Seller shall not in any manner advertise or publish or release for publication any statement mentioning Buyer or the fact that Seller has furnished or contracted to furnish to Buyer items and/or services required by the Purchase Order, or quote the opinion of any employees of Buyer. Seller shall not disclose any information relating to the Purchase Order except to the extent necessary for performance.

10. DELIVERY

Buyer reserves the right to refuse shipments made in advance of the schedule set forth in the Purchase Order, to return advance shipments at Seller's expense, and/or to hold any pre-dated articles and pay invoices on such shipments on normal maturity after schedule date. Over shipment allowances, if authorized, will be applied to the entire Purchase Order. If Buyer agrees to accept deliveries after the date of delivery has passed, Buyer shall have the right to direct the Seller to make shipment to the delivery point set forth in the Purchase Order by the most expeditious means and any additional cost of such expedited shipment and handling shall be borne by the Seller. Acceptance of late deliveries shall not be deemed a waiver of Buyer's right to hold the Seller liable for any loss or damage resulting therefrom, nor shall it act as a modification of the Seller's obligation to make future deliveries in accordance with the delivery schedule set forth in the Purchase Order.

11. DESIGN AND INVENTION RIGHTS

If the Purchase Order has as one of its purposes, design, experimental, developmental or research work, Seller agrees to communicate promptly to Buyer full details of any ideas, improvements, designs or inventions (whether or not patentable) conceived of, developed or first reduced to practice by Seller or any of its employees in connection with the performance of the Purchase Order. Upon Buyer's request, Seller shall assign to Buyer all right, title and interest of the Seller or its employees in each such ideas, improvements, designs or inventions, and to perform all acts (at Buyer's expense) and execute all papers necessary to vest in Buyer full right, title and interest therein, including the patenting thereof.

12. DRAWINGS, SPECIFICATIONS AND TECHNICAL INFORMATION

Drawings, data, designs, inventions and other technical information supplied by Buyer in connection herewith (hereinafter called "Data"), shall remain Buyer's property and shall be proprietary and held in confidence by Seller. Such Data shall not be reproduced, used or disclosed to others by Seller without Buyer's prior written consent. Upon completion of work by Seller under the Purchase Order, Seller shall promptly return, unless otherwise directed, all Data to Buyer together with all copies or reprints thereof then in Seller's possession or control, and Seller shall thereafter make no further use, either directly or indirectly, of any such Data or any information derived therefrom without Buyer's prior written consent. Any information which Seller may disclose to Buyer with respect to the design, manufacture, sale or use of the items covered by the Purchase Order shall be deemed to have been disclosed as part of the consideration for the Purchase Order, and Seller shall not assert any claim (other than a claim for patent infringement) against Buyer by reason of Buyer's use thereof.

PeopleTec, Inc. Purchase Order Terms and Conditions

13. FALSE CLAIMS AND INDEMNITY

The Seller shall indemnify the Buyer for any cost incurred and any payments made by Buyer resulting from false claims submitted by the Seller under the Purchase Order or as a result of a Seller's misrepresentation of fact or fraud relating to any claim or dispute arising under or related to the Purchase Order.

14. INDEMNIFICATION AND INSURANCE

If, in the course of the performance of the Purchase Order, Seller, its agents, employees, or subcontractors enter upon premises occupied by or under control of Buyer or any of its customers or suppliers, Seller shall take all necessary precautions to prevent occurrences of any injury, including death, to any person or any damage to any property arising out of any act or omissions of Seller, its agents, employees, or subcontractors. Seller shall indemnify Buyer for, and hold Buyer harmless from, any liability, losses, damages, claims and expenses arising out of or connected with any act or omission of the Seller, its agents, employees, or subcontractors except for injury or damage due solely to Buyer's negligence or other fault. Seller shall maintain such public liability, property damage, Workers' Compensation, automobile liability insurance as will protect Buyer from any such risks. Upon Buyer's request, Seller shall provide a certificate of insurance.

15. INDUSTRIAL AND LABOR LAWS

Seller's relationship to Buyer in the performance of the Purchase Order is that of an Independent Contractor. Neither the Seller nor any of the persons furnishing materials or performing work or services which are required by the Purchase Order are employees of Buyer within the meaning of or the application of any Federal or State Unemployment Insurance Law or other Social Security Law or any Workmen's Compensation Industrial Accident Law or other Industrial or Labor Law. The Seller shall, at its own expense, comply with such laws and assume all liabilities or obligations imposed by any one or more of such laws and regulations thereunder with respect to the Purchase Order.

16. INSPECTION

All supplies shall be subject to inspection and test at all times and places, including the period of manufacture, by Buyer and its customers. If any inspection or test is made on Seller's premises, Seller, without additional charge shall: (i) provide all reasonable facilities and assistance for the safety and convenience of Buyer and its customer inspectors; (ii) make available to the inspectors copies of all drawings, specifications, and processes applicable to the articles ordered; and (iii) promptly furnish Buyer with any and all resulting inspection certificates. All articles are subject to final inspection and acceptance at Buyer's plant notwithstanding any payment or other prior inspections. Buyer may reject and hold at Seller's expense, subject to Seller's disposal, all supplies not conforming to applicable specifications, drawings, samples, or descriptions. Without limiting any other rights or remedies it may have as provided herein or at law or equity, Buyer, at its option, may, (i) require Seller to repair or replace at Seller's expense any item or supplies ordered which fails to meet the requirements of the Purchase Order; (ii) require Seller to refund the price of any such item; (iii) elect to retain and repair any such items with an appropriate reduction from the price otherwise due Seller to offset Buyer's costs of effecting necessary correction; or (iv) recover by offset or otherwise any and all damages and expenses incurred by Buyer as a result of such rejection. Neither final

PeopleTec, Inc. Purchase Order Terms and Conditions

inspection, payment, nor any limitations contained in the warranty clause shall relieve Seller from responsibility for the correction or replacement of defective articles arising due to fraud, gross mistakes amounting to fraud, or for latent defects. Seller shall maintain an inspection system acceptable to Buyer.

17. INVOICING AND PAYMENT

A separate invoice shall be issued to Buyer for each shipment made by Seller. Unless otherwise specified in the Purchase Order, an invoice shall not be issued prior to shipment of items, and payment will not be made prior to receipt of items and correct invoice. Credit and discount periods will be computed from the date of receipt of the correct invoice to the date Buyer's check is post marked.

18. LIMITATIONS OF LIABILITY

Notwithstanding any other provision of the Purchase Order, Buyer's maximum liability to Seller shall not exceed the purchase price of the Purchase Order. Any action against Buyer under the purchase order or related to its subject matter must be brought within one year after the cause of action accrues. Seller shall not be entitled to any incidental, special or consequential damages if Buyer breaches or otherwise fails to perform any obligations under the Purchase Order.

19. MODIFICATION OF ORDER

The purchase order contains all the agreements and conditions of sale and no course of dealing or usage of the trade shall be applicable unless expressly incorporated in the Purchase Order. The terms and conditions contained in the Purchase Order may not be added to, modified, superseded or otherwise altered except by a written modification signed by an authorized representative of the Buyer's Purchasing Department and delivered by Buyer to Seller. Each shipment received by Buyer from Seller shall be deemed to be only upon the terms and conditions combined in the Purchase Order notwithstanding any terms and conditions that may be contained in any acknowledgment, invoice or other form of Seller, and notwithstanding Buyer's act of accepting or paying for any shipment or similar act of Buyer.

20. NOTICE OF DELAY

Whenever any event, including an actual or potential labor dispute, is delaying or threatens to delay the timely performance of the purchase order, Seller shall immediately give notice thereof, including all relevant information with respect thereto, to Buyer. Seller shall insert the substances of this clause, including this sentence, in any subcontract hereunder.

21. NO WAIVER OF CONDITIONS

Buyer's failure to insist upon strict compliance shall not be deemed to be a waiver of any right, and waiver of a right under the Purchase Order shall not constitute a waiver of any other right or waiver of any other default under the Purchase Order.

22. ORDER OF PRECEDENCE

PeopleTec, Inc. Purchase Order Terms and Conditions

In the event of an inconsistency between the clauses of the Purchase Order, the inconsistency shall be resolved by giving precedence in the following order: (a) provisions on the face of the Purchase Order; (b) Terms and Conditions; (c) other provisions of the Purchase Order, whether attached or incorporated by reference; and (d) the Specifications.

23. PACKING, MARKING AND SHIPPING

Seller shall pack, mark and ship all goods and supplies in accordance with the requirements of the Purchase Order so as to be in compliance with transportation regulations and good commercial practice for protection and shipment and shall secure the most advantageous transportation service and rates consistent therewith. No separate or additional charges are payable by Buyer for containers, crating, boxing, bundling, dunnage, drayage, or storage unless specifically stated in the Purchase Order. Any expense incurred by Buyer as a result of improper preservation, packaging, packing, marking or method of shipment shall be reimbursed by Seller. A packing list showing the Purchase Order number (and release number, if applicable) shall be included with each shipment. The shipping label on the shipping container shall be marked to show the Purchase Order numbers of all Purchase Orders contained within, and each interior container shall also be marked to show the Purchase Order number. Any transportation charges paid by Seller for which Seller is entitled to reimbursement shall be shown on Seller's invoices as a separate line item with the receipted freight bill attached to the invoice. Purchased items will be packaged to a standard that provides protection against damage, deterioration, corrosion and other risks during handling and transportation until delivered to buyer's receiving inspection department. Where a specific packaging requirement is NOT detailed within the Purchase Order; the appropriate packaging standard will be:

- a) Parts will not be mixed within the container, no part to part contact allowed.
- b) Parts will be packed, quantity of one unless a written authorization has been obtained from Buyer's Purchasing Agent.
- c) Unacceptable packing materials:
 - 1) Containers (bags) sealed with staples
 - 2) Newspaper, tissue paper, paper towel or any sulfur bearing paper
 - 3) Egg carton
- d) Preferred packing materials:
 - 1) Housing/body/manifolds; wrapped (VCI paper Vapor Corrosion Inhibitor) or plastic bag in individual box
 - 2) Spool & sleeve/pistons/output shafts: plastic tube w/screw-on cap or plastic bag encased in bubble wrap secured with adhesive tape
 - 3) Retainer/end cap/etc.: individual plastic bag with acceptable dunnage
 - 4) Parts having significant weight will have plastic or suitable separating material
- e) Acceptable dunnage material:
 - 1) Bubble pack
 - 2) Polyethylene foam
 - 3) Moldable polystyrene
 - 4) Guard pack (foam cushion only)
- f) Acceptable shipping containers:
 - 1) Rigid plastic cartons

PeopleTec, Inc. Purchase Order Terms and Conditions

- 2) Wood or plywood cases
- 3) Double or triple walled corrugated container
- g) Required corrosion prevention:
 - 1) Steel parts, as indicated on PO, will be protected with an industry accepted corrosion prevention oil that is easily removable (i.e. wiping).
 - 2) Nylon parts will be shipped in oil to prevent moisture expansion.
 - 3) All oiled parts will be placed in sealed containers (heat-sealed bag, screw on plastic tube, etc.)

24. SEPARABILITY

If any clause or provision of the Purchase Order is determined to be invalid or unenforceable, such determination shall not affect the validity of the remaining terms and conditions. In such case, the order shall be deemed to have been executed without the invalid or unenforceable term or provision.

25. SPECIAL EQUIPMENT

- a) Title to all tools, dies, jigs, and fixtures used in the manufacture of the supplies required (hereinafter referred to as "Special Equipment") shall vest in Buyer immediately upon Seller's manufacture or acquisition thereof, Seller agreeing that the purchase price stated on the face hereof includes the cost of any such Special Equipment manufactured or acquired in pursuance hereof. Similarly, Special Equipment used by Seller as owned, furnished, or paid for by Buyer under the terms of this or other of Buyer's Purchase Orders used hereon shall remain the property of Buyer or Buyer's customers, and shall not be altered or modified without Buyer's consent.
- b) Unless otherwise approved by Buyer, such Special Equipment shall be used only in the performance of the Purchase Order except that Seller may use such Special Equipment for the manufacture of supplies or furnishing of services to the United States Government to the extent the Government has the right under its prime contract with Buyer to authorize such use, further provided such use will not interfere with Seller's performances of the Purchase Order or other purchase orders of Buyer.
- c) At no additional cost to Buyer: Seller shall (i) follow standard industrial practices in the identity, maintenance, preservation, and segregation of Special Equipment; (ii) establish and maintain property control records available for inspection by Buyer or its customer at all reasonable times; and (iii) if title to such Special Equipment vests in the U.S. Government, will maintain and control such Special Equipment in accordance with FAR Part 45 in effect as of the date hereof, which is incorporated herein by reference.
- d) When the Purchase Order indicates that the Government is to acquire title to Special Tooling (as such term is defined in FAR 52.245.17) then title to such Special Tooling shall immediately vest in the United States Government upon Seller's acquisition or manufacture thereof provided the full cost thereof is charged to the Purchase Order. When the Purchase Order indicates that the United States Government is to acquire title to Special Test Equipment, as such term is defined in

PeopleTec, Inc. Purchase Order Terms and Conditions

FAR 52.245.18, but does not specify the items to be acquired then, title to any Special Test Equipment shall immediately vest in the United States Government upon Seller's manufacture or acquisition thereof. Seller shall give Buyer forty (40) days advance written notice of its intention to acquire any Special Test Equipment or components thereof having an item acquisition cost of \$1,000.00 or more. Buyer may then elect to furnish any such Special Test Equipment or any component thereof to Seller within said forty (40) day period. In the event Seller has not received such notice within the aforementioned period, Seller may proceed to acquire such Special Test Equipment or components. If Buyer furnishes any such Special Test equipment or components as a result of the above, the Purchase Order shall be equitably adjusted in accordance with the "Changes" Clause to reflect an appropriate reduction in price resulting from Buyer's furnishing Seller any such Special Test Equipment or components thereof.

- e) Upon delivery to it, or manufacture or acquisition by it, of any Special Equipment, Special Tooling or Special Test Equipment, title to which is in Buyer or its customer, Seller assumes the risk and shall be responsible for any loss thereof or damage thereto while in its possession. Unless otherwise directed by Buyer, upon completion or termination of the purchase order or other of Buyer's order utilizing such instructions, Seller shall hold and preserve such Special Equipment, Special Tooling or Special Test Equipment, Seller shall promptly furnish in suitable form, a list thereof, with a request thereof, with a request for disposition instructions. Pending receipt of such Special Equipment, Special Tooling, or Special Test Equipment free of charge for a period of six months. All Special Equipment, Special Tooling, or Special Test Equipment furnished to Seller by Buyer shall be returned to Buyer in the same condition as received, normal wear and tear excepted.

26. INTELLECTUAL PROPERTY RIGHTS

- a) The rights of the U.S. Government in technical data, computer software and inventions pertaining to the supplies and/or services delivered under this purchase order are set forth in the applicable FAR and DFARS clauses incorporated by reference. Buyer shall have the right to utilize the supplies and/or services in performance of Buyer's contractual obligations to its customer, including the right to copy and modify any technical data and computer software delivered under this purchase order and the right to deliver such technical data and computer software to Buyer's customer if it is required as a deliverable under Buyer's contract with its customer.
- b) This purchase order does not confer or grant to Seller, in any manner whatsoever, any license or right under any patent, trademark, trade secret, maskwork, copyright or other intellectual property right held by Buyer, except as needed to perform the work ordered by Buyer under this purchase order.

27. STOP WORK

Buyer may at any time, by written order to Seller, require Seller to stop all or any portion of the work called for by the Purchase Order in accordance with the terms of FAR 52.242-14. In the context of this clause, "Contracting Officer" and "Government" mean Buyer and "Contractor" means Seller.

28. TERMINATION

PeopleTec, Inc. Purchase Order Terms and Conditions

a) For Convenience:

Buyer may terminate the Purchase Order for its convenience, in whole or part, from time to time, in accordance with FAR 52.249-2 as in effect on the date of the Order. The terms "Government" and "Contracting Officer" mean Buyer and the term "Contractor" means seller, except if the Purchase Order is terminated as a result of a termination for convenience issued by the Government, the term "Government" does not change in Paragraphs (b)(4), (6), (8) and (m). If the Purchase Order is terminated for convenience solely by Buyer, audits and examination of records, as required by Buyer shall be performed by Buyer and/or a mutually acceptable independent audit agency, the expense of which shall be shared equally by Buyer and Seller. In Paragraph (d), delete "1 year" and substitute "3 months" therefore. Notwithstanding anything to the contrary, Buyer shall not be liable for any incidental, special or consequential damages. The provisions of this clause shall not limit or affect the right of Buyer to terminate the Purchase Order for default.

b) For Default:

- 1) The Purchase Order may be terminated for default pursuant to FAR 52.249-8 incorporated herein by reference, it being understood that time is of the essence. Reference to the "Disputes" Clause is hereby deleted. In the context of this clause "Contracting Officer" and "Government" mean Buyer and "Contractor" means Seller.
- 2) The Purchase Order may be terminated pursuant to (1) above if Seller becomes insolvent or is subject to proceedings under any law relating to bankruptcy, or in the event of an appointment of a receiver or trustee, or the assignment by Seller for the benefit of creditors.

29. TITLE AND RISK OF LOSS

Title to and all risk of loss of or damage to supplies to be delivered hereunder shall remain on Seller until such supplies are delivered to Buyer at the destination specified on the face of the Purchase Order. Seller shall bear all risk of loss or damage to supplies rejected by Buyer, after notice of rejection until such supplies are redelivered to Buyer, except for loss, destruction or other damage to such rejected supplies resulting from the gross negligence of officers, agents, or employees of Buyer acting within the scope of their employment. Passing of title upon delivery shall not constitute acceptance of the items by Buyer. All items to be delivered hereunder and all property to be returned to Buyer shall be free and clear of any and all liens and encumbrances whatsoever.

30. WARRANTY

Seller warrants that articles offered to Buyer's specifications will conform thereto and to any drawings, samples, or other descriptions furnished by Buyer, and, if ordered to Seller's design or descriptive literature, will be fit and sufficient for the purpose intended. In any event, all articles will be merchantable, of good material and workmanship, and free from defects. Such warranties, together with Seller's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the articles and shall run to Buyer, its successors, assigns and customers. Buyer may, at its option, either return for credit or

PeopleTec, Inc. Purchase Order Terms and Conditions

require prompt correction or replacement of the defective or nonconforming article or part thereof. Return to Seller of such article and delivery to Buyer of any corrected or replaced articles shall be at Seller's expense. Articles required to be corrected or replaced shall be subject to the provisions of this clause and the inspection clause in a manner and to the same extent as articles originally delivered under the Purchase Order, except for latent defects, fraud or such gross mistakes as amount to fraud. Seller's obligations under this clause shall apply to such defects and nonconformance as occur within two (2) years from date of delivery, or redelivery, of the articles to Buyer or to Buyer's customer, whichever is later. All warranties, both express and implied, shall be construed as conditions as well as promises, and shall not be deemed to be exclusive.

31. New Materials

Only new and authentic materials are to be used in products delivered to Buyer. No counterfeit or suspect counterfeit parts are to be contained within the delivered product. If suspect/counterfeit parts are furnished under this Subcontract and are found in any of the Goods delivered hereunder, such items will be impounded by Buyer. The Seller shall promptly replace such suspect/counterfeit parts with parts acceptable to the Buyer and the Seller shall be liable for all costs relating to the removal and replacement of said parts. Buyer reserves all contractual rights and remedies to address grievances and detrimental impacts caused by suspect/counterfeit parts.

“Counterfeit electronic part” means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified electronic part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used electronic parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics. (Source: DFARS 202.101)

32.

PeopleTec, Inc. Purchase Order Terms and Conditions

"Electronic part" means an integrated circuit, a discrete electronic component (including, but not limited to, a transistor, capacitor, resistor, or diode), or a circuit assembly (section 818(f)(2) of Pub. L. 112-81). The term "electronic part" includes any embedded software or firmware.

(Source: DFARS 202.101)

"Suspect counterfeit electronic part" means an electronic part for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the electronic part is authentic. (Source: DFARS 202.101)

"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 the proper external or internal materials or components required by the OEM or that is not constructed in accordance with OEM specification; (iii) an item or component thereof 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. (Source: DFARS 202.101)

33. CONDITIONS APPLICABLE TO ORDERS PLACED UNDER UNITED STATES GOVERNMENT CONTRACTS

If the purchase order is placed under a United States Government contract, or a subcontract under any United States Government contract, and is so noted on the face of the Purchase Order, the following are applicable:

- a) The following clauses of the Federal Acquisition Regulation (FAR) and of the Department of Defense FAR Supplement (DFARS), as applicable, are hereby incorporated by reference. However, whenever any clause includes a requirement for the settlement of disputes between the parties in accordance with the "Disputes" clause, the dispute shall be disposed of in accordance with Article 3, entitled "Applicable Law and Disputes".
- b) Clauses referenced below shall be those in effect on the effective date of the purchase order. If there is a conflict or addition to a clause in effect on the effective date of the purchase order and a clause of the Prime Contract, the Prime Contract clause shall govern. Wherever necessary to make the context of the clauses set forth below applicable to the purchase order, the term "Contractor" shall mean seller, the term "Contract" shall mean the Purchase Order, and the terms "Government," "Contracting Officer" and equivalent phrases shall mean Buyer, except the terms "Government" and "Contracting Officer" do not change: (1) in the phrases "Government Property," "Government Owned Property," "Government Equipment" and "Government Owned Equipment," (2) when a rights act, authorization, or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or his duly authorized representative, (3) When the title to property is to be transferred directly to the Government, (4) where specifically modified as set forth below and (5) in 52.215-2, 52.227-1, and 52.227-2.
- c) This order includes the appropriate flow-down clauses as required by FAR/DFARS. The Seller is responsible for flowing down mandatory FAR/DFARS clauses to its lower-tier vendors.

PeopleTec, Inc. Purchase Order Terms and Conditions

Federal Acquisition Regulations (FAR)

CLAUSE NO.	TITLE
52.202-1	Definitions
52.203-3	Gratuities
52.203-5	Covenant against Contingent Fees
52.203-6	Restrictions on Subcontractor Sales to Government, if order exceeds \$150,000
52.203-7	Anti-Kickback Procedures, delete paragraph (c)(5), applies if order exceeds \$150,000
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-11	Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions
52.203-12	Limitation on Payments to Influence Federal Transactions, applies if order exceeds \$150,000
52.203-16	Preventing Personal Conflicts of Interest, applies if order exceeds \$150,000
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights, applies if order exceeds \$150,000
52.204-2	Security Requirements, delete paragraph (c)
52.209-6	Protecting the Government's Interests when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment, applies if order exceeds \$35,000.
52.211-5	Material Requirements
52.211-14	Notice of Priority Rating for National Defense Use, if this is a rated order, DPAS rating will be printed on the face of the purchase order
52.211.15	Defense Priority and Allocation Requirements
52.215-2	Audit - Negotiation
52.215-10	Price Reduction for Defective Cost or Pricing Data
52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications
52.215-12	Subcontractor Cost or Pricing Data
52.215-13	Subcontractor Cost or Pricing Data--Modifications
52.215-14	Integrity of Unit Prices, applies if order exceeds \$150,000
52.219-8	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns
52.222-1	Notice to Government of Labor Disputes
52.222.3	Convict Labor
52.222-4	Contract Work Hours and Safety Standard Act - Overtime Compensation
52.222-17	Nondisplacement of Qualified Workers
52.222-20	Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000
52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era, if order is \$100,000 or more
52.222-36	Affirmative Action for Workers with Disabilities, if order is \$15,000 or more
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era, if order is \$10,000 or more
52.223-3	Hazardous Material Identification and Material Safety Data (In Par. (c) the term "Government" includes Buyer)
52.224-2	Privacy Act
52.225-1	Buy American Act– Supplies
52.225-3	Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program
52.225-5	Trade Agreements
52.225-8	Duty Free Entry
52.225-13	Restrictions on Certain Foreign Purchases

PeopleTec, Inc. Purchase Order Terms and Conditions

52.225-14	Inconsistency between English Version and Translation of the Contract
52.227-1	Authorization and Consent, applies if order exceeds \$150,000
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement, applies if order exceeds \$150,000
52.227-3	Patent Indemnity
52.227-6	Royalty Information
52.227-7	Patents – Notice of Government Licensee
52.227-10	Filing of Patent Applications - Classified Subject Matter
52.227-13	Patent Rights - Acquisition by Government
52.227-14	Rights in Data – General
52.228-5	Insurance - Work on a Government Installation
52.242-15	Stop Work Order
52.244-5	Competition in Subcontracting
52.245-2	Government Property (Fixed Price Contracts)
52.245-17	Special Tooling
52.245-18	Special Test Equipment
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)
52.249-8	Default (Fixed-Price Supply and Service)

PeopleTec, Inc. Purchase Order Terms and Conditions

Department of Defense Federal Acquisition Regulation Supplement (DFARS)

(Applicable to all orders of any tier under prime contracts with the Department of Defense. Any inconsistency between DFARS provisions and FAR provisions shall be resolved in favor of the DFARS provisions.)

CLAUSE NO.	TITLE
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies
252.203-7002	Display of DoD Hotline Poster
252.204-7000	Disclosure of Information
252.204-7002	Payment for Subline Items Not Separately Priced
252.204-7003	Control of Government Personnel Work Product
252.204-7004	Required Central Contractor Registration
252.205-7000	Provision of Information to Cooperative Agreement Holders
252.209-7000	Acquisitions from Subcontractors Subject to On-Site Inspection under the Intermediate-Range Nuclear Forces (INF) Treaty
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country
252.209-7002	Disclosure of Ownership or Control by a Foreign Government
252.215-7000	Pricing Adjustments
252.215-7002	Cost Estimating System Requirements
252.223-7001	Hazard Warning Labels
252.223-7002	Safety Precautions for Ammunition and Explosives
252.223-7003	Change in Place of Performance—Ammunition and Explosives
252.223-7004	Drug-Free Work Force
252.225-7001	Buy American Act and Balance of Payments Program
252.225-7002	Qualifying Country Sources as Subcontractors
252.225-7008	Supplies to be Accorded Duty-Free Entry
252.225-7009	Duty-Free Entry - Qualifying Country Supplies (End Products and Components)
252.225-7010	Duty-Free Entry - Additional Provisions
252.225-7012	Preference for Domestic Commodities
252.225-7014	Preference for Domestic Specialty Metals
252.225-7025	Restriction on Acquisition of Forgings
252.225-7026	Reporting of Contract Performance outside the United States
252.225-7031	Secondary Arab Boycott of Israel
252.227-7036	Declaration of Technical Date Conformity
252.225-7037	Duty-Free Entry: NAFTA End Products and Supplies
252.228-7003	Capture and Detention
252.243-7001	Pricing of Contract Modifications
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property
252.247-7023	Transportation of Supplies by Sea
252.247-702	Notification of Transportation of Supplies by Sea
252.249-7002	Notification of Anticipated Contract Termination or Reduction

PeopleTec, Inc. Purchase Order Terms and Conditions

252.251-7000 Ordering from Government Supply Sources