



CiPro Technology Solutions

A Women Owned Small Business

CiPro Technology Solutions, LLC.

STANDARD TERMS AND CONDITIONS OF PURCHASE

These Standard Terms and Conditions of Purchase apply to all purchases of Goods and Services of CiPro Technology Solutions, LLC. companies and sites located in the United States.

1. Definitions. As used throughout these Standard Terms and Conditions of Purchase ("Terms and Conditions"), the following definitions apply unless stated otherwise:
 - a) "CiPro " means any CiPro Technology Solutions, LLC. entity or site located in the United States issuing the Order, Purchase Order, or Contract.
 - b) "Goods" means the articles, materials, products, services, or supplies purchased by CiPro from the Supplier under an Order, Purchase Order, or Contract.
 - c) "Services" means non-tangible work, labor, or expertise purchased by CiPro from a supplier or contractor.
 - d) "Seller" or "Supplier" means the contracting party with whom CiPro issues the Order, Purchase Order, or Contract.
 - e) "Order" or "Purchase Order" or "Contract" means the authorized ordering mechanism placed by CiPro with Supplier for the purchase of Goods and the terms may be used interchangeably throughout this document.
 - f) "Government" means the United States Government or any department or agency thereof.

ACCEPTANCE

2. Acceptance. These Terms and Conditions, including Schedule A, together with any referenced documents, attachments, schedules, and exhibits noted on the Purchase Order (collectively "Terms and Conditions") constitutes the complete and entire agreement between CiPro and Supplier and acceptance by Supplier is strictly limited to these Terms and Conditions. Additional, inconsistent, or differing terms, including any conditions or limitations of liability proposed by Supplier, whether in a quote, acceptance, acknowledgement, delivery document, or otherwise, shall have no effect and are expressly rejected unless otherwise accepted or modified in writing by an authorized representative of CiPro . Supplier acknowledges and agrees that it is responsible for fully complying with these Terms and Conditions and any applicable



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requirements, supplementary terms, and quality standards, which are available at CiPro 's "Supplier Portal" <https://www.CiPro.com> / or its successor webpage, or otherwise made available to Supplier. It is Supplier's responsibility to access the Supplier Portal.

DELIVERY, INVOICING, PAYMENT TERMS

3. Packing, Marking and Shipping. Supplier shall pack, mark and ship all Goods in accordance with the requirements of CiPro 's Packing, Marking and Shipping Instructions as found on the Supplier Portal or otherwise made available to Supplier, and shall be in compliance with all applicable transportation regulations and good commercial practice for protection against damage from weather and shipment, including any applicable federal, state and local laws and regulations for the packaging, labeling, transportation and shipping of hazardous materials. Supplier shall follow CiPro 's written shipping instructions and use the most advantageous transportation services and rates. CiPro is not responsible for separate or additional charges for containers, crating, boxing, handling, dunnage, drayage or storage, unless specifically stated in the Purchase Order or otherwise agreed to by CiPro in writing. Supplier shall mark each container with the number of the Purchase Order, part number and any other markings called for on the face of the Purchase Order, and shall enclose a packing slip with the Purchase Order number item description, part number, serial number, quantity and total number of containers in an envelope attached to each container. Certifications required on the face of the Purchase Order or by the technical data must also be included with the shipment of Goods. Supplier is liable for all damages to the Goods resulting from improper packing or shipping, or for any other damages to the Goods, regardless of cause, that occurs while the Goods are in transit and prior to acceptance by CiPro.

4. Delivery. Delivery shall be Delivered Duty Paid ("DDP") Incoterms® 2020 at CiPro 's designated place of delivery stated on the Purchase Order.

4.1. Unless otherwise excused pursuant to Section 30, time is of the essence in all Purchase Orders and Supplier will deliver acceptable Goods in strict conformity with the delivery schedule set forth in the Purchase Order. Supplier will bear the cost of any normal (except to the extent explicitly specified otherwise under the relevant Purchase Order) or extraordinary (in any case) shipping charges necessary to meet the delivery schedule specified in any Purchase Order.

4.2. Unless otherwise agreed in writing, Supplier will not deliver any Goods or render any services in advance of the schedule specified in the relevant Purchase Order and will not order



materials or services necessary for delivery of the Goods or rendering of services to CiPro in advance of Supplier's normal and reasonable order requirements ("flow-time"). Any Goods delivered to CiPro in advance of schedule may be returned by CiPro to Supplier at Supplier's cost or CiPro may, at CiPro's sole discretion, store the Goods at Supplier's cost. Any deviation from the delivery schedule and/or delivery quantities may result in the complete or partial return of the delivered Goods. Further, any delivery containing less than the scheduled delivery quantity is subject to payment withhold until the balance of the Goods are delivered. Any acceptance by CiPro of a partial delivery of Goods will not operate as a waiver of any of CiPro's rights or remedies under these Terms and Conditions.

4.3. Unless otherwise excused pursuant to Section 30, at CiPro's option and sole discretion, if Supplier fails to deliver any Goods ordered under an Order by CiPro by the delivery date, in consideration of the difficulties in calculating the damages which any such delay would cause CiPro, CiPro will charge Supplier, as liquidated damages, a sum equal to one percent of the price of the delayed Goods for each full calendar day of delay plus any amount of damages CiPro owes to its customer as a result of Supplier's failure to timely deliver. The total amount to be paid by the Supplier to CiPro as liquidated damages, to include damages CiPro owes its customer from Supplier's late delivery, shall not exceed forty percent of the price of the delayed Good(s). Liquidated damages under this Section 4.3 is not CiPro's exclusive remedy for any late deliveries of Goods and CiPro reserves the right to pursue and recover from Supplier any direct damages to CiPro caused by Supplier's late deliveries.

4.4. If the Purchase Order indicates that the Goods are a Defense Priority Allocation System ("DPAS") rated order, Supplier will fully comply with the requirements of 15 CFR 700, et. seq.

5. Invoicing, Payment Terms.

5.1. Invoicing. All invoices shall be sent to CiPro at the address stated in the Purchase Order. All invoices must:

5.1.1. Include the applicable CiPro Purchase Order number;

5.1.2. Itemize any taxes to be paid by CiPro ;

5.1.3. Include any line item number(s) from the CiPro Purchase Order, description, unit price, quantity and extended price, if any;

5.1.4. If requested by CiPro, include the name of the person requesting the material or service;



5.1.5. If requested by CiPro by written notification, include Supplier's certification that all Goods were produced and supplied in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the U.S. Department of Labor.

5.2. Delays for Non Compliance. Failure to comply with invoice requirements noted in section 4.1 may result in a delay in payment by CiPro and a postponement of the due date until such a time that Supplier has remedied such non-compliance.

5.3. Offset; Withholdings. CiPro may offset against any amounts due under Supplier's invoices: (a) for any damages resulting from Supplier's default under or breach of any Contract with CiPro (including any Purchase Order and these Terms and Conditions), which also includes breach under any Contract with a CiPro affiliate; (b) any amount owing from Supplier to CiPro or any CiPro affiliate; (c) any adjustment for shortage or rejection and any costs occasioned thereby, or (d) any overcharge by Supplier. In the event that CiPro becomes aware of a potential violation of any governmental law, regulation or order, or contractual obligation by Supplier in relation to its performance, CiPro may withhold, without any liability or interest, any payment due to Supplier related to any such potential violation, pending investigation and resolution of such potential violation.

5.4. Payment Terms. Unless otherwise provided for under the applicable Purchase Order or other written agreement between CiPro and Supplier, payment terms shall be net ninety (90) calendar days. The term of any payment provided for in the Purchase Order, and all related discounts, shall be calculated from (i) the date the Goods are received, (ii) the date the Goods are scheduled to be received, or (iii) the date an acceptable invoice is received, whichever is latest.

5.5. Payment Date; Discounts. If CiPro accepts any shipment ahead of schedule, CiPro may, in its discretion, make payments on the basis of the scheduled delivery date. The date for the calculation of CiPro's entitlement to take a discount under any Supplier invoice will be the date that Goods acceptable to CiPro are delivered, or the date that an acceptable invoice is received, whichever is the later.

5.6. Taxes. All prices indicated in a Purchase Order includes all applicable taxes, impositions, including but not limited to, import and export duties and other similar charges, unless specifically indicated otherwise in such Purchase Order. In the event CiPro informs Supplier that



the transaction is exempt from sales or use taxes, Supplier shall not charge CiPro sales or use taxes for the transaction. Supplier is solely responsible for, and shall ensure prompt payment, of all payroll and income taxes for its employees.

6. Most Favored Customer. Supplier warrants that it will not charge CiPro more for any Goods than it charges any other customer for such Goods. Supplier will adjust prices upon discovery of any amounts paid by CiPro that reflect a breach by Supplier of such pricing commitment and refund any excess payments made by CiPro. CiPro or its representatives, at CiPro's cost, may audit all pertinent books, records and files of Supplier in order to verify compliance with this Section 6.

INSPECTION, CHANGES, WARRANTY

7. Inspection.

7.1. Right to Inspect. All Goods acquired by CiPro from Supplier are subject to CiPro's inspection before or after receipt of the Goods by CiPro regardless of when title to the Goods transfers to CiPro. CiPro's inspection may include physical, visual and/or mechanical review, as well as a request by CiPro for any documentation necessary to substantiate that the Goods meet quality requirements, specifications, or specific requirements set forth in the Purchase Order.

7.2. Correction, Rejection. CiPro will notify Supplier in writing if any Goods are defective in material or workmanship or not in conformity with the drawings, specifications, samples, required documentation or other requirements. CiPro will provide Supplier a commercially reasonable timeframe to correct the defect or non-conformity; provided, however, that CiPro may, in addition to any other rights under the Purchase Order, these Terms and Conditions or otherwise, correct or have corrected the defect or nonconformity at Supplier's expense but only to the extent CiPro's manufacturing needs require such action in order for CiPro to meet its customer requirements. Further, rejected Goods may be returned by CiPro to Supplier at Supplier's risk and expense, including without limitation, all costs (including CiPro's personnel costs) of unpacking, examining, repacking and reshipping, and transportation of such Goods. Supplier will reimburse CiPro for any rejected or returned Goods returned to Supplier and previously paid for by CiPro.

7.3. Right of Recovery. In addition to any other rights CiPro may have under the Purchase Order, these Terms and Conditions, or otherwise, CiPro may recover any and all costs, expenses



and damages paid, incurred or suffered, to include damages CiPro pays to its customers and third parties, as a result of or relating to holding, returning, replacing, correcting or rejecting defective or nonconforming Goods to the extent that such costs, expenses or damages were caused by in whole, or in part, by Supplier. In addition, CiPro may charge Supplier up to one thousand dollars for each quality notification; the parties agree that this is a reasonable estimate of the initial administrative costs CiPro will incur to process a quality notification, and that this charge is not a penalty. CiPro may, at its discretion, invoice or debit the Supplier's account in the amount of all such costs incurred.

7.4. On-site Inspection. All work performed by Supplier is subject to inspection at Supplier's work site by authorized representatives of CiPro, CiPro's customers or their customers, any governmental entity asserting authority or jurisdiction, or in the case of a government contract, the government, during normal business hours and upon reasonable prior notice to conduct inspections and tests of any finished or unfinished products used to manufacture Goods. Supplier will make available its facilities to accommodate the safety and reasonable convenience of such representatives. Supplier shall include a substantially similar provision in its subcontracts, if issued, to manufacture Goods. When reasonably requested, representatives of Supplier will accompany CiPro, its customers or their customers or the government to Supplier's subcontractor's facilities for such inspection and testing, at no additional cost to CiPro or CiPro's customer.

7.5. Right of Entry. CiPro and its customers, subcontractors and regulatory agencies shall be allowed entry and are hereby authorized to enter into the premises of the Supplier to inspect and otherwise verify the quality of work, records and material at any place, including the Supplier and Supplier's subcontractor's manufacturing facilities.

7.6. No Waiver. The inspection, review or approval by CiPro of any work, or of any drawing, design or other document, will not be deemed to relieve Supplier of any of its obligations under a Purchase Order or constitute a waiver of any defects or nonconformities. The acceptance by CiPro of any Goods will not be deemed to limit or affect any warranty or right of indemnity granted by Supplier under such Purchase Order, these Terms and Conditions or otherwise.

8. Changes.

8.1. Changes and Adjustments. CiPro may at any time, by written order (and without notice to sureties), make unilateral changes within the general scope of any Purchase Order in any one



or more of the following: (i) drawings, designs, specifications or other technical documents; (ii) quantity; (iii) time and place of delivery; and (iv) delivery schedules. Without limiting the foregoing, CiPro may at any time, and from time to time, modify its Packing, Marking and Shipping instructions, or the Invoicing instructions by notice to Supplier and such notice shall take precedence over the prior terms. If any such change causes an increase or decrease in the cost of, or time required for performance of any work, an appropriate adjustment in the price and/or delivery schedule will be agreed to by CiPro and Supplier. Notwithstanding the foregoing, no adjustment to the benefit of Supplier will be made: (a) for any change to delivery schedule when delivery is rescheduled within twelve (12) months of the originally scheduled delivery date (or longer if the corresponding lead time is longer); or (b) for any change made necessary by reason of defects or nonconformities for which Supplier would be liable under the terms of the Purchase Order, including these Terms and Conditions or otherwise; or (c) for any change to delivery schedule if the amended delivery schedule is commensurate with any delivery schedule changes received by CiPro from its customer. Any claim by Supplier for adjustment must be made in writing within twenty (20) days from the date the change was ordered by CiPro, the amount claimed, the reasons therefore, and will include necessary documentation to substantiate Supplier's claim for equitable adjustment. CiPro may request that Supplier make available its books and records for CiPro's examination to allow CiPro, its authorized representatives and its customers (including the government if this is a government contract) to verify any claim for equitable adjustment by Supplier. If CiPro and Supplier are unable to agree upon an equitable adjustment, the matter will be resolved in accordance with the dispute resolution procedures set forth in Section 35 of these Terms and Conditions. Pending resolution of any such adjustment, Supplier will continue its performance of the Purchase Order as changed. Notwithstanding the above, if CiPro enters into an agreement with a customer that provides for no cost increase due to changes to delivery or work schedule, this same provision will apply to any Purchase Order(s) issued to the Supplier.

8.2. No equitable adjustment will be granted if the cost of the increase or decrease because of the CiPro directed change is equal to or less than three (3) percent of the then current unit price. Price changes are on a per claim basis and cannot be combined.

8.3. Authority to Order Changes. Changes may be ordered by CiPro only in writing issued by an authorized representative of CiPro's Purchasing Department that expressly states that it constitutes a change to a specified Purchase Order. If Supplier believes that any other conduct has constituted a change under an order, it will notify CiPro immediately in writing as to the



nature of such conduct and its effect upon Supplier but will take no steps to implement a change absent written direction from an authorized representative of CiPro 's Purchasing Department. If Supplier implements such a change absent such written direction, Supplier will reimburse CiPro for any damages CiPro incurred from unauthorized changes and under no circumstances shall CiPro owe Supplier any equitable adjustment in cost or schedule.

9. Suspension of Work. CiPro may, at any time, by written stop-work order to Supplier, require Supplier to stop all, or any part, of the work called for by a Purchase Order for a period of ninety (90) days after the order is delivered to Supplier, or longer in the event of a design change or if CiPro receives a stop-work order from its customer, and for any further period to which the parties may agree. Upon receipt of the order, Supplier will immediately take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within the indicated ninety (90) days or other longer period, CiPro will either (i) cancel the stop-work order, or (ii) let such stop-work order expire, or (iii) terminate the work covered by the stop-work order either for default if CiPro has given notice of such default to Supplier and Supplier has had a reasonable period of time to correct such default or for convenience as set forth below in Section 20. Upon cancellation or expiration of a stop work order, the Supplier shall immediately resume work. If a stop-work order is cancelled or allowed to expire, and the suspension effected thereby has a material effect on Supplier's costs or ability to meet the Purchase Order's delivery schedule, the parties will agree to an equitable adjustment in the delivery schedule or purchase price (but with no increase in profit allowed), or both, and the Purchase Order will be modified accordingly, but only if requested by Supplier in writing within thirty (30) days after the suspension ends.

10. Warranties. Supplier warrants that all Goods and services furnished to CiPro will conform to applicable specifications, instructions, drawings, blueprints, data, samples and any other descriptions, will be of good material and workmanship and free from defects, including defects in design where design is Supplier's responsibility, and will be free from all liens and encumbrances, and will be new, merchantable, and fit for the purpose intended. All warranties will survive inspection, test and acceptance of and payment for the relevant Goods and services. This warranty shall be for a period sixty (60) months, unless a different term is stated in prevailing contract documents.

10.1. This warranty shall run to CiPro and its successors, assigns and customers. This warranty shall begin after CiPro's final acceptance. CiPro may, at its option, either (i) return for credit or



refund, or (ii) require prompt correction or replacement of the defective or non-conforming Goods. Supplier will bear all direct and indirect costs associated with return to Supplier of defective or non-conforming Goods and redelivery to CiPro and its customers of corrected or replaced Goods, all of which shall be at Supplier's expense. Supplier shall be liable for all costs of inspecting, assessing, gaining physical access to, and removal and reinstallation of any installed non-conforming Goods or services or adjoining Goods at CiPro or CiPro's customer. CiPro may, at its discretion, invoice or debit the Seller's account in the amount of the warranty costs incurred.

10.2. Deliveries of corrected or replaced Goods or services shall be accomplished promptly and shall be accompanied by written notice specifying that such Goods or services are corrected, repaired or replaced. CiPro's remedies with respect to this warranty shall not be limited, restricted or disclaimed in whole or part by any other terms or conditions. CiPro retains all its rights at law and in equity for Supplier's breach of warranty.

10.3. Goods required to be corrected or replaced shall be subject to this Section and further inspection rights in the same manner and to the same extent as Goods originally delivered under this Contract, but only as to the corrected or replaced part or parts thereof. Even if the parties disagree about the existence of a breach of this warranty, Supplier shall promptly comply with CiPro's direction to (i) repair, rework or replace the Goods or (ii) furnish any materials or parts and installation instructions required to successfully correct the defect or nonconformance.

11. Progress Reporting. Supplier will submit progress reports and other charts and materials to provide complete visibility of planned program tasks and progress against such tasks, in any format or schedule as requested by CiPro.

PROPRIETARY INFORMATION, INTELLECTUAL PROPERTY

12. Proprietary Information. Supplier will maintain the confidentiality of all information furnished by CiPro as proprietary or confidential and will not disclose any such information to any other person or use such information for any purpose other than as strictly necessary in the performance of the Purchase Order to which it relates. Such confidentiality obligation applies, without limitation, to designs, inventions, software programs, source codes, materials, models, processes, methodologies, drawings, specifications, data, reports and other technical or business information and the features of all parts, equipment, tools, gauges, patterns and



processes disclosed to Supplier by CiPro ; and, to information supplied in electronic form, including CAD/CAM and computer aided engineering data. Supplier will not sell or otherwise disclose any such information. Upon fulfillment or termination of any Purchase Order, and as otherwise directed by CiPro, Supplier will at its own expense, subject to the specific instructions of CiPro, either dispose of all such information supplied by CiPro or return such information to CiPro . CiPro or its representatives may at any time audit all pertinent books, records and files of Supplier in order to verify compliance with this Section. Supplier will, in all of its contracts with its suppliers supporting any CiPro Purchase Order, include provisions that secure for CiPro the rights and protections provided for by this Section. Notwithstanding the foregoing, the term "Confidential Information" shall not include any information that is: (a) in the public domain through no fault of Supplier; or (b) independently developed by Supplier without breaching this Contract or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information. The foregoing obligations are in addition to and not as a replacement for any obligations under any nondisclosure agreements in place between the parties.

13. Infringement Indemnity. Supplier shall indemnify CiPro , its affiliates, parent company, subcontractors, customers, suppliers, users or operators of the Goods or services ("Indemnified Parties") against liability, including costs, for any and all claims and in all proceedings alleging infringement of any United States or foreign patent or other intellectual property right arising out of the manufacture or delivery of Goods under a Purchase Order, or out of the use of, disposal by, or for the account of CiPro of such Goods or service.

14. Non-Disclosure of Transactions. Supplier will not, and will require its suppliers and subcontractors to not, advertise or publish the fact that CiPro has ordered Goods or services from Supplier, or the terms or nature of such Order. Supplier will not, and will require its employees and other representatives to not, disclose such information in company periodicals, press releases, public lectures, theses, sale or other promotional literature, or otherwise, unless such disclosure has been approved by CiPro in writing.

15. Intellectual Property Rights

15.1. All intellectual property rights (including without limitation, patents, utility models, design rights, copyrights, trademarks, mask works, rights in confidential Information, including know-how, in each case whether registered or unregistered and including all applications or



rights to apply for such rights) in any and all specifications, designs, drawings, notes, data, documentation, information and other intellectual property that:

- (i) are supplied by or on behalf of CiPro to the Supplier; and/or
- (ii) arise from the performance of work pursuant to a Purchase Order; and/or
- (iii) are included in the Goods or services supplied by Supplier under any Purchase Order, shall (in the case of (i) above) remain the property of CiPro and (in the case of (ii) and (iii) above) be considered as a “work for hire” and be deemed to be the property of CiPro , and the Supplier shall promptly take all necessary steps and do all necessary acts (at Supplier’s sole expense) to vest such intellectual property rights in CiPro . Supplier assigns all rights, title and interest to any such intellectual property to CiPro including all rights to registration, publication, rights to create derivative works and all other rights that are incident to ownership. In the event that any court holds such creative works not to be works for hire, Supplier agrees to assign such intellectual property rights to CiPro at CiPro ’s request in consideration of the price paid for Goods or services hereunder.

15.2. Further, Supplier acknowledges and agrees that any work of authorship under 15.1 (ii) and (iii) above will be deemed a “Work Made for Hire” to the extent permitted by the United States Copyright Act (17 U.S.C. § 101 (2000)). To the extent that any such work of authorship may not be deemed to be a Work Made for Hire, Supplier hereby irrevocably assigns all ownership rights in and to such work to CiPro. If any such work of authorship cannot be assigned, Supplier hereby grants to CiPro an exclusive, assignable, irrevocable, perpetual, worldwide, sub-licensable (through one or multiple tiers), royalty-free, unlimited license to use, copy, reproduce, distribute, modify, adapt, alter, translate, improve, create derivative works of, practice, publicly perform, publicly display and digitally perform and display such work in any media now known or hereafter known. Outside the scope of this Contract, Supplier agrees not to (a) practice, display, copy, reproduce, distribute, transfer, modify, adapt, alter, translate, improve, or create derivative works from, or otherwise use, any such work of authorship or (b) incorporate any such work of authorship into any product or invention unrelated to the CiPro ’s business. To the extent moral rights may not be assignable under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, Supplier hereby irrevocably waives such moral rights and consents to any action of CiPro that would violate such moral rights in the absence of such consent.



15.3. Such intellectual property and intellectual property rights shall not be used by Supplier except to the extent required for the purposes of the Purchase Order, nor copied or communicated by Supplier to any other party, without the prior express written consent of CiPro.

15.4. All such specifications, designs, drawings, notes, data, documentation, information and other intellectual property referred to above shall be returned/provided (together with all copies) to CiPro immediately upon request or in any event on completion or termination of the Purchase Order or upon termination of this Contract.

15.5. The Supplier represents and warrants that the purchase, use, sale and/or other exercise of the Goods or services by CiPro and/or its customers will not infringe any intellectual property right(s), including without limitation any patent, utility model, design right, copyright, mask works, trademark, right in confidential Information including know-how, in each case whether registered or unregistered, in existence or pending anywhere in the world at the date of delivery of the Goods or services supplied.

16. Tools and Materials. Title to and the right of immediate possession of all tools, dies, patterns, software, numerically controlled media and programs, manufacturing programs, replacements and materials used by Supplier in manufacturing Goods and paid for by CiPro ("special tooling and materials") will remain in CiPro's ownership (or CiPro's customer if applicable). All special tooling and materials will not be used in the production of larger quantities than those specified by CiPro. Upon completion of any relevant Order, Purchase Order, or Contract, all special tooling and materials will be delivered to CiPro or disposed of by Supplier as CiPro shall direct. All special tooling and materials will be segregated by Supplier at Supplier's plant and clearly marked as belonging to CiPro and will be used solely in the performance of work ordered by CiPro, will be insured against loss by the Supplier, and will not be copied, and will be delivered by the Supplier to CiPro upon demand. Supplier assumes complete liability for all special tooling and materials while in Supplier's possession. Supplier will reimburse CiPro for damage to CiPro's special tooling beyond normal wear and tear while in Supplier's possession. CiPro reserves the right to use at any time all special tooling and materials. Supplier will be responsible to CiPro for any and all consigned materials. Supplier will communicate to CiPro, in such manner and such times as CiPro directs, any and all instances wherein Supplier fails to yield prescribed requirements from CiPro's material. Upon completion of specific Purchase Order requirements, Supplier will furnish to CiPro any and all residual



materials and an accounting of any and all deviations from the prescribed order requirements. At CiPro 's direction, Supplier will at its cost return to CiPro any "off fall" material. If any item fabricated by Supplier from material furnished by CiPro is defective, or any furnished material is damaged while in Supplier's possession, Supplier will reimburse CiPro to the full extent of its damages.

INDEMNIFICATION, INSURANCE

17. Indemnification. Supplier will defend, indemnify and hold harmless CiPro and its affiliates, and their parent, officers, agents, employees, successors and assigns, against any claims, loss, damage or expense, including, without limitation, payment of direct, special, incidental and consequential damages, and expenses of defending claims including attorneys' fees, arising out of or relating to Supplier's breach of obligations or negligence or willful misconduct with respect to the Order. This duty to defend, indemnify and hold harmless extends only to any suit, claims, judgment or demand which arises out of or in connection with Supplier's negligence or willful misconduct, Supplier's performance or nonperformance, out of or in connection with Supplier's breach of warranty, out of any defect in the Goods whenever discovered, or failure of Supplier to pay royalties, or any other breach of Supplier's obligations whether such claim or suit is based upon contract, warranty, strict liability in tort, negligence, or other legal theory, and also extends not only to "third party claims" but also to any loss suffered by CiPro.

18. Insurance. The Supplier shall, at its own expense, maintain and carry insurance in full force and effect that is commercially reasonable for the scope of the services or goods being provided under this agreement. Such insurance shall include, but not be limited to, the following coverages:

- Commercial General Liability (CGL): The Supplier must maintain a CGL policy with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This policy shall cover bodily injury and property damage.
- Worker's Compensation: The Supplier shall maintain Worker's Compensation insurance as required by applicable law to cover all its employees engaged in work related to this agreement.



- **Automobile Liability:** If the use of a vehicle is required to perform the services, the Supplier shall maintain Automobile Liability insurance with a minimum limit of \$1,000,000 per occurrence for bodily injury and property damage.
- **Professional Liability (E&O):** If the services involve professional advice, design, or other non-physical work (e.g., consulting, software development), the Supplier shall maintain Professional Liability (Errors and Omissions) insurance with a minimum limit of \$1,000,000 per claim.

Upon CiPro's request, the Supplier shall provide a certificate of insurance as proof of the required coverage. This certificate must provide for at least thirty (30) days' prior written notice to us of any cancellation or material change to the policies.

DEFAULT, TERMINATION

19. **Default.** It is a default under these Terms and Conditions if Supplier: (i) refuses or fails to deliver any Goods within the time specified in such Purchase Order except as otherwise provided for; (ii) fails to comply with any other provision of a Purchase Order including these Terms and Conditions; or (iii) suspends its business or becomes insolvent or subject to any law relating to bankruptcy, insolvency or relief from creditors, or takes any action in anticipation thereof.

19.1. **Termination for Default.** In the event of any default by Supplier, CiPro may terminate the Purchase Order (and all related Purchase Orders) with no liability owed to Supplier whatsoever. In the event of any such termination for default, Supplier will be liable to CiPro for any and all damages resulting from Supplier's default.

19.1.1. If CiPro terminates a Purchase Order for default, in whole or in part, CiPro may acquire, under commercially reasonable terms, Goods or services similar to those terminated, in which case Supplier will be liable for any excess costs attributable to such procurement. Supplier shall continue to perform any work not terminated.

19.1.2. If after termination, it is determined that the Supplier was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for CiPro 's convenience under Section 20.



19.2. Remedies. CiPro 's rights and remedies under a Purchase Order and these Terms and Conditions are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available.

20. Termination for Convenience.

21. Government Contracts. When a Purchase Order relates to a Government contract (the ultimate purchaser or end user is the U.S. government), CiPro may terminate any work in whole or in part for any reason in accordance with the procedures established in the termination clause set forth in the United States Federal Acquisition Regulation (FAR) §52.249-2 and the policies and principles set forth in Part 49 of the FAR, all of which are hereby incorporated by reference, except that in FAR §52.249-2: (i) the term "Contractor" shall be deemed to mean Supplier; (ii) the terms "Contracting Officer" and "Government" shall be deemed to mean CiPro ; (iii) the one-year period in paragraph (e) for submitting a final termination settlement proposal is reduced to twenty- five (25) days; and (iv) the ninety (90) day period in paragraph (l) for submission of a proposal for an equitable adjustment of the price in the event of a partial termination is reduced to thirty (30) days, and (v) clause (g)(2)(i) regarding initial costs is deleted, and (vi) no amounts shall be paid for items not authorized in the Purchase Order or obligations incurred outside Supplier's agreed lead.

21.1. Commercial Contracts. When the Order, Purchase Order, or Contract does not relate to a U.S. government contract, CiPro may terminate any work in whole or in part for any reason, and in accordance with the following terms:

21.1.1. CiPro may terminate by delivering to Supplier a Notice of Termination specifying the extent and effective date of termination. On receipt of the Notice of Termination, the Supplier shall stop work as specified in the Notice of Termination, but continue performance, as proscribed in Section 35.5 of these Terms and Conditions;

21.1.2. Supplier shall furnish a final termination settlement proposal to CiPro in the form and with the certification prescribed in the Notice of Termination within sixty (60) days of termination. The failure of Supplier to file a claim within twenty-five (25) days of termination will constitute a waiver and be the basis for a complete denial of any such claim. Supplier's claim should only include, and CiPro shall only be liable for, (i) unused, raw material, (ii) work in process and (iii) ordered finished Goods; all of which must have been authorized in the relevant Order, Purchase Order, or Contract.



21.1.3. As provided in the Notice of Termination, Supplier will transfer title and deliver to CiPro : (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and (ii) the completed or partially completed plans, drawings, information and other property that, if the Order, Purchase Order, or Contract had been completed, would be required to be furnished to CiPro . As provided in the Notice of Termination, Supplier will also assign to CiPro all right, title, and interest to any intellectual property as described in Section 15 of these Terms and Conditions ;

21.1.4. As provided in the Notice of Termination, Supplier will complete performance of the work not terminated;

21.1.5. As provided in the Notice of Termination, Supplier will take all actions necessary for the protection and preservation of the property related to the Purchase Order, as described in Sections 12 and 27 of these Terms and Conditions;

21.1.6. The Supplier shall use its best efforts to mitigate the costs arising from such termination. In no case shall the amount payable by CiPro for the terminated work exceed the price which would have been payable by CiPro had the work been completed;

21.2. The provisions of this Section shall not be deemed to limit or affect the rights or remedies of CiPro provided elsewhere in any Purchase Order, these Terms and Conditions, or provided by law in the event of default or breach by the Supplier.

21.3. CiPro 's Limitation of Liability – CiPro shall not be liable to Supplier for manufacture or procurement of materials in advance of the lead-time in accordance with the latest Purchase Order, or delivery schedule. If any revision or forecast affects a Good for which Supplier was authorized to commence manufacture by prior versions of a Purchase Order or forecast in accordance with lead-time requirements, CiPro shall be liable for manufacture of Goods within the lead-time requirements. As a material term of this Contract, Supplier agrees that any manufacture or order of materials in advance of Supplier's lead-time shall be solely at Supplier's risk and CiPro assumes no liability for manufacture or procurement in advance of Supplier's lead-time. In the event of a termination or an engineering change resulting in obsolescence, no claim will be allowed for any such manufacture or procurement in advance of such lead-time unless an update to the Purchase Order or forecast: (i) affects a Good for which Supplier was authorized to commence manufacture by the prior revision in accordance with lead-time



requirements; (ii) Supplier notified CiPro in writing of the specific Good(s) affected; and, (iii) Supplier complied with the written direction of the CiPro with respect to such affected Good(s).

COMPLIANCE WITH LAWS

22. Compliance with Laws.

22.1. Supplier represents and warrants that all of the Goods provided by Supplier will comply, and will be manufactured and furnished by Supplier in compliance with all applicable federal, state and local laws, regulations, orders and ordinances, including the Export Regulations (defined below in Section 24) and including those applying to Goods sold to the U.S.

Government or for shipment in interstate commerce or international trade. Upon reasonable request, Supplier will provide evidence of such compliance.

22.2. Supplier agrees promptly to provide CiPro with all information required for CiPro to fulfill its obligations to the U.S. government or higher tier contractor under the terms of the supported prime contract, including any information required for CiPro to satisfy its obligations under FAR 52.204-10 – Reporting Executive Compensation and First-Tier Subcontract Awards, FAR 52.204-14 – Service Contract Reporting Requirements, and FAR 52.204-15 – Service Contract Reporting Requirements for Indefinite Delivery Contracts.

22.3. CiPro may withhold or demand payment from Supplier and/or Supplier shall be immediately responsible to pay CiPro if—at any time, due to any action or inaction by Supplier, its suppliers, or its subcontractors—(i) CiPro's contract price or fee is reduced according to any allegation or assertion that its costs are unallowable; (ii) CiPro is subject to any fines, penalties, withholdings, or interest; or (iii) CiPro incurs any other cost, damage, or expense related to any violation of any law, regulation, order, or ordinance. Supplier agrees promptly to pay all amounts demanded under this sub-paragraph. The rights set forth herein shall apply regardless of whether CiPro, the government, or a higher tier contractor initiates proceedings or obtains a judgment, decision, or order.

23. Certifications. Supplier hereby certifies that the Goods have been or will be produced in compliance with the Fair Labor Standards Act of 1938 (29 U.S. Code §§201-219) and, as applicable, the Walsh-Healey Public Contracts Act (41 U.S. Code §§35-45), and the Work Hours Act of 1962 (40 U.S. Code §§327-332), and any amendments. Supplier further certifies that it has and will comply with Executive Order 13201 issued February 17, 2001 and any successor executive order and all laws and regulations concerning the export and import of Goods and



technical data. Supplier agrees upon request to supply all certifications and information reasonably requested by CiPro.

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

25. Export Compliance; Release of Technical Information. Technical information or data, whether classified or otherwise, shall not be disclosed by Supplier to any person or entity in violation of the Export Administration Regulations (EAR) of the United States Department of Commerce (15 C.F.R. Subtitle B, Chapter 7, Subchapter C); the International Traffic in Arms Regulations (ITAR) of the United States Department of State (22 C.F.R. Chapter 1, Subchapter M); OFAC Sanctions of the Department of Treasury (31 C.F.R. Subtitle B, Chapter 5); or any other applicable laws or regulations of the United States ("Export Regulations for each person to whom Supplier wishes to disclose EAR-controlled and/or ITAR-controlled information, Supplier shall require such persons to certify agreement to EAR and/or ITAR non-disclosure requirements. Supplier will provide verification of the individual certifications upon request from CiPro. Supplier will also provide citizenship verification information, evidence of completed denied parties' checks, and a description of applicable export authorizations obtained upon request from CiPro for each person or entity they wish to disclose EAR and/or ITAR controlled information or for whomever they wish to request badge access to any CiPro site. Supplier will complete these compliance activities prior to disclosure of controlled information. Supplier shall further perform all of its obligations in compliance with the Export Regulations.

26. Hazardous substances; SDS and REACH.

26.1. Supplier is required to provide a Safety Data Sheet (SDS) if a product is hazardous as defined in OSHA 29 C.F.R. 1910.1200. All MSDS will be provided to the appropriate CiPro site as stated in the Purchase Order. This provision applies to all orders for chemical products and raw



stocks/substrates. Although this provision includes orders for hazardous materials and chemical substances, it is not restricted to such products and may include materials such as raw stocks, substrates, resins, and broad Goods.

26.2. Supplier is required to comply with all reporting and other provisions of 15 U.S.C. 53, the Toxic Substances Control Act, and warrants that all chemical substances used in manufacturing the Goods sold by Supplier hereunder have been registered on the Toxic Substances Control Act database whenever required by law.

26.3. The Supplier represents, warrants and undertakes that the supply of products to CiPro is in compliance with the European Union Regulation Number 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH") (as may be amended and supplemented from time to time). The Supplier, where applicable:

- (i) guarantees that all supplied chemicals to CiPro (whether such chemicals are supplied on their own, as part of a preparation (as defined in REACH) or within any supplied article (as defined in REACH) have been registered with, authorized by or notified to the European Chemicals Agency and appropriately labeled as required by REACH whether that be by the Supplier, or by the Supplier's supplier (or in the case of a non-European Community supplier by the supplier's "only representative" pursuant to Article 8 of REACH);
- (ii) undertakes to cooperate with CiPro and the European Chemicals Agency to ensure that any registration, authorization or notification is made to the European Chemicals Agency in accordance with REACH and to keep CiPro fully informed with requisite documentation to comply with REACH;
- (iii) guarantees that for all chemicals supplied by the Supplier to CiPro (whether such chemicals are supplied on their own, as part of a preparation (as defined in REACH) or within any supplied article (as defined in REACH), CiPro's usage of such chemical substances is covered by any REACH registration or REACH authorization and is included in any safety data sheets or exposure scenarios for such chemical substances;
- (iv) has notified and shall notify CiPro from time to time of any and all chemical substances listed in Annex XIV of REACH (as may be amended or supplemented from time to time) (Substances of Very High Concern (SVHC)) in any products to be supplied or supplied by the Supplier to CiPro ; and



(v) shall procure that its suppliers are in compliance with this paragraph in respect of any chemical substances which the Supplier subsequently supplies (whether such chemicals are supplied on their own, in preparations (as defined in REACH) or within any supplied article (as defined in REACH) to CiPro .

(vi) Supplier shall bear all costs, charges and expenses related to pre-registration, registration, evaluation and authorization under the REACH regulation of the chemical substances that are the subject of the Order.

27. Compliance with CiPro Supplier Code of Conduct.

27.1. Supplier shall:

a. comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption, including, but not limited to, the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act ("Relevant Requirements");

b. comply with the CiPro Supplier Code of Conduct made available at: <http://www.CiPro.com/corporateresponsibility/Pages/the-CiPro-values.aspx> or any successor URL, in each case as CiPro may update it from time to time;

c. have and shall maintain in place throughout the term of this Contract its own policies and procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate;

d. promptly report to CiPro any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Contract;

e. upon request, within one (1) month after the date of this order or Contract, and annually thereafter should the order or Contract remain in force, certify to CiPro in writing signed by the Supplier, compliance with this clause by the Supplier and all persons associated with it as described below. The Supplier shall provide such supporting evidence of compliance as CiPro may reasonably request.

27.2. Supplier shall ensure that any person associated with Supplier who is performing services or providing Goods in connection with this Contract does so only on the basis of terms equivalent to those imposed on Supplier in this clause ("Relevant Terms"). Supplier shall be



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responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to CiPro for any breach by such persons of any of the Relevant Terms.

28. Security for CiPro Information Stored by Supplier.

28.1. This Section shall apply if Supplier receives and holds CiPro Proprietary Information on its information systems. CiPro wishes to ensure that Supplier has effective information security to ensure the secure storage and/or processing of CiPro Proprietary Information.

28.2. Supplier agrees to install and implement security hardware, software, procedures and policies that will provide reasonable and effective information security. Supplier agrees to update such hardware, software, procedures and policies as may be needed from time to time to utilize improved technology and to respond to more sophisticated security threats in order to maintain a level of security protection appropriate for the information involved and the current state of security solutions.

28.3. Specifically, Supplier shall apply at least the basic safeguarding requirements and procedures to protect its information systems as set forth in FAR 52.204-21 ("Basic Safeguarding of Covered Contractor Information Systems").

28.4. Supplier also agrees to comply with the requirements set forth in DFARS 252.204-7012 ("Safeguarding Covered Defense Information and Cyber Incident Reporting") if it is applicable.

28.5. The foregoing provisions do not otherwise diminish or limit Supplier's obligations regarding the receipt, use, protection and/or disclosure of CiPro Proprietary Information otherwise set forth hereunder.

29. **Conflict Minerals.** Supplier shall perform appropriate due diligence on its supply chain in order to assist CiPro and its customers to fulfill the reporting obligations of the conflict minerals rule. Supplier shall, no later than thirty (30) days following each calendar year in which Supplier has delivered any Products to CiPro, under this Agreement or otherwise, complete and provide to CiPro a single and comprehensive report consistent with industry practice. If Supplier is a registrant with the Securities and Exchange Commission (SEC), Supplier shall comply with all the reporting requirements regarding conflict minerals as defined by the SEC at 17 C.F.R. Parts 240 and 249b, (Dodd-Frank Act Section 1502).

CONTRACT INTERPRETATION, GOVERNING LAW



30. Order of Precedence. In the event of any conflict between these Terms and Conditions, and the terms of any Purchase Order or other applicable materials, except as otherwise explicitly agreed in writing by Supplier and CiPro , the order of precedence will be: (i) in the case of any Purchase Order ultimately relating to a U.S. government contract, the FAR; (ii) the terms of any signed long term contract between the parties; (iii) these Terms and Conditions; (iv) the terms of any Purchase Order; (v) project specifications; and(vi) project drawings.

31. Force Majeure. Deliveries or acceptance will be subject to extension of time made necessary by reason of delays or disabilities directly affecting Supplier or CiPro , occasioned by fires, floods or other catastrophes, wars, riots or embargo delays, government allocations or priorities, unforeseeable government restrictions or controls, quarantines, pandemics, or unusually severe weather conditions, to the extent such delays and disabilities are beyond their reasonable control in spite of prudent precautions. Performance may be delayed only to the extent reasonably caused by such event, and upon prompt written notice of the event. If such delay continues for more than ninety (90) days, CiPro may terminate in accordance with Section 19 above.

32. Notification Supplier Labor Disputes. Supplier will promptly notify CiPro if any actual or potential labor dispute threatens to delay the timely performance of any CiPro Purchase Order. Such notice will include all relevant information with respect to such dispute. Neither receipt of such notice by CiPro nor any provision of these Terms and Conditions will be deemed to be a waiver by CiPro of any of its rights, at law or otherwise, except as provided herein or otherwise.

33. Government Contracts. With respect to any Purchase Order in which the ultimate purchaser or end user is the U.S. government, the accompanying Schedule A forms an integral part of these Terms and Conditions. By notice to Supplier, CiPro may supplement Schedule A with additional sections when Federal Acquisition Regulations, to include but not limited to, FAR supplements such as DFARS, are modified to provide for additional mandatory flow-down requirements, and these changes shall be made without cost to CiPro. It is the responsibility of the Supplier to ensure compliance with Government acquisition laws, regulations, and orders.

34. Assignment and Subcontracting.

34.1. Neither a Purchase Order, nor any interest in a Purchase Order may be assigned, in whole or in part, by the Supplier without prior written approval by CiPro. A change of control of



the Supplier shall be considered an assignment requiring prior written approval. Any such attempted assignment without consent shall be void and shall have no effect.

34.2. Neither the entirety, nor any part of any work under any Contract or Purchase Order may be further subcontracted by the Supplier without the prior written approval by CiPro, with the exception of standard hardware, customer-approved processors and customer- approved raw material. Supplier is required to flow down any and all pertinent portions of any Contract to any subcontractors performing to the requirements of any Contract. CiPro will not approve any subcontractor that does not have an accredited certification by either AS9100 and/or NADCAP or comparable industry standard.

35. Waiver and Severability. The failure or delay of either party to insist on performance of any provision of these Terms and Conditions or any Purchase Order, or to exercise any right or remedy available under these Terms and Conditions or any Purchase Order, will not be construed as a waiver of that provision, right, or remedy in any later instance. Further, if any provision of these Terms and Conditions or any Purchase Order is, or becomes void or unenforceable by operation of law, the remaining provisions shall be valid and enforceable.

36. Dispute Resolution.

36.1. Any dispute that arises between the parties that relates to a matter that gives CiPro recourse against the U.S. Government under the prime contract or applicable law shall be resolved as follows:

36.1.1. Supplier will give CiPro a fully supported written claim concerning any such dispute within one (1) year after the claim accrues, but in no event later than final payment under the Purchase Order, or Supplier shall be barred from any remedy for such claim;

36.1.2. For any such claim of more than \$100,000, Supplier shall submit with the claim a certification to CiPro and to the contracting officer for the prime contract that: (i) the claim is made in good faith, (ii) the supporting data are accurate and complete to the best of Supplier's knowledge and belief, and (iii) the amount requested accurately reflects the contract adjustment for which Supplier believes the Government is liable. Such certification shall be executed by a person duly authorized to bind Supplier, and Supplier shall indemnify and hold CiPro harmless from damages, judgments, costs (including reasonable attorneys' fees), and other liabilities arising from any breach of such certification of any violation of Section 5 of the



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Contract Disputes Act of 1978 (41 U.S.C. §604) or any violation of common law or statutory prohibitions against misrepresentations, fraud or false statements;

36.1.3. Supplier and CiPro will cooperate fully in prosecuting any such claim and will be bound by the outcome;

36.1.4. Supplier and CiPro will each bear their own costs of prosecuting any such claim; and

36.1.5. Nothing in this contract or a Purchase Order grants Supplier a direct right of action under the Disputes clause of the prime contract.

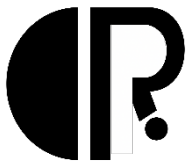
36.2. In case of any dispute, claim or controversy arising in any way, directly or indirectly, from or relating to any Order, Purchase Order, Contract, or any performance or work thereunder, the parties shall use all reasonable efforts to resolve the dispute in the ordinary course of business and by discussion and meeting prior to commencement of any litigation or other proceeding.

36.3. Waiver of Jury. The parties agree that any dispute, claim or controversy shall (if a trial occurs) be tried to the court sitting without a jury, notwithstanding any constitutional or statutory rights or provisions.

36.4. Venue and Jurisdiction. The parties unequivocally consent to the personal and exclusive jurisdiction of the federal and state courts in the State or Commonwealth of the CiPro location issuing the Purchase Order.

36.5. Continued Performance During Disputes. Pending final resolution of any dispute between the parties, the parties will proceed with performance, and Supplier's performance will be in accordance with CiPro 's written instructions, notwithstanding any rights to suspend or stop performance which might otherwise apply.

37. Choice of Law. These Terms and Conditions shall be governed exclusively by the laws of the State or Commonwealth of the CiPro location issuing the Purchase Order, excluding such jurisdictions choice of law provisions, except that any provision in the contract or Purchase Order that is (i) incorporated in full text or by reference from the FAR, or (ii) incorporated in full text or by reference from any agency regulation that implements or supplements any FAR provision, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, Board of Contract Appeals, and quasi-judicial agencies of the Federal Government.



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38. Counterfeit Parts. If suspect or counterfeit parts are furnished under a Purchase Order and are found in any of the Goods delivered, such items will be impounded by CiPro . Supplier, at Supplier's cost, shall promptly replace such suspect or counterfeit parts with parts acceptable to CiPro and Supplier shall further be liable for all costs related to the removal and replacement of such parts, including without limitation, CiPro 's external and internal costs of removing such suspect or counterfeit parts, or reinserting replacement parts and of any testing necessitated by the reinstallation of Suppliers Good after suspect or counterfeit parts have been exchanged. Supplier shall be fully liable for all such costs, even if such costs might be considered indirect, special, or consequential damages. Supplier's liability for suspect or counterfeit parts shall not expire until 72 months after delivery to the end user. At CiPro 's request, Supplier shall return any removed suspect or counterfeit parts over to CiPro 's customer or the U.S. Government for further investigation. Supplier agrees that any Government or quasi-Government directive, such as a GIDEP alert indicating that such parts are counterfeit, shall be deemed definitive evidence that Supplier's Goods contain counterfeit parts.

39. Cyber Contractual Requirements. To the extent Supplier is subject to NIST SP 800-171 security requirements pursuant to DFARS 252.204-7012, Seller represents and warrants that it has: (a) completed, within the past 3 years, and will maintain at least a current basic NIST SP 800-171 DoD Basic Assessment for all covered contractor information systems related to its business with CiPro that are not part of an information technology system or service operated on behalf of the U.S. Government; and (b) that Supplier has submitted its Basic Assessment into the U.S. Government's Supplier Performance Risk System (SPRS) in conformance with DFARS 252.204-7020 prior to accepting this Purchase Order from CiPro.

40. Integration and Merger. These Terms and Conditions together with any long term agreement referencing these Terms and Conditions, any nondisclosure agreement executed by the parties, and any Purchase Orders issued to Supplier, including attachments, schedules, exhibits, documents and the like, incorporated by reference (e.g., project specifications and project drawings), constitute the entire agreement between CiPro and Supplier, and supersede all prior representations, agreements, understandings, and communications between CiPro and Supplier. No amendment or modification of this contract or a Purchase Order will be binding upon either party unless it is set forth in a written instrument signed by authorized representatives of both CiPro and Supplier.