

1.0 SCOPE AND ACCEPTANCE OF PURCHASE ORDER – (a)

The term “Buyer” shall mean General Dynamics Canada Ltd. and the term “Vendor” shall mean the individual, partnership, firm, or company identified on the Purchase Order. Except where prohibited by law, the terms and conditions of this Purchase Order (“PO”) will apply to Buyer’s purchase of hardware, materials, products and services (collectively “Product(s) and Service(s)”) and/or licensing of software (“Software”) described on this PO or an attachment to this PO. Vendor acknowledges that these terms and conditions will be binding on both parties and no signature by either party is required. Vendor waives the application of his/her own terms of sale, licensing and delivery, which shall not become a part of this PO either by Buyer’s silence or acceptance of delivery. In the event a contract number is identified in or on this PO or, if not identified, a current and applicable contract exists, such contract will apply to the purchases and/or licenses under this PO and, with the exception of this Paragraph 1.0, supersede the terms and conditions of this PO. (b) This PO will be deemed accepted by Vendor upon the earlier of: (i) expiration of five (5) business days from the date of issuance; or (ii) Vendor’s (1) written acceptance of the PO; (2) shipment/delivery of the Product(s) and/or Software; (3) commencement of Services; or (4) submission of the first invoice.

2.0 PRICES AND DISCOUNTS – The prices and discounts will be as provided in this PO, an attachment to this PO or the applicable contract pursuant to Paragraph 1.0.

3.0 TAXES – All prices mentioned in this PO are exclusive of value added taxes, use taxes, federal excise taxes, turnover taxes, sales taxes or similar taxes, including any related interest and penalties (hereinafter all referred to as “Taxes”). Any Taxes payable on the Products, Software or Services will be added to the prices and will be for the account of Buyer. Vendor will ensure that invoices are issued to meet the requirements for deduction of input Taxes by Buyer. Vendor shall be responsible for all other taxes.

4.0 INVOICING AND SHIPPING - (a) Vendor will follow Buyer’s procedures for invoicing and shipping. **(b)** Unless otherwise provided in this PO, Vendor will deliver the Products in accordance with the following International Chamber of Commerce Incoterms 2000: FOB to Buyer’s designated location.

5.0 PAYMENT TERMS - Payment shall be made by Buyer within thirty-eight (38) calendar days from date of invoice.

6.0 ELECTRONIC PROCESSING - Vendor will meet Buyer’s requirements for using electronic means to issue changes, invoices and other payments, and communications.

7.0 REJECTIONS - Buyer may reject non-conforming shipment(s)/deliveries of Products and/or Software and (i) return the shipment, in whole or in part, for full credit including transportation charges; (ii) accept a conforming part of the shipment/delivery; and/or (iii) replace any rejected part of the shipment/delivery with third party products and/or software, with any additional costs reimbursed by Vendor.

8.0 ON TIME DELIVERY – Vendor will make delivery of a shipment on the scheduled and agreed upon delivery date specified in this PO and/or meet the agreed upon milestone(s) and/or completion date(s) for Services. In addition to Buyer’s other rights and remedies under this PO or at law and/or equity.

9.0 CHANGES - Buyer may require changes to this PO at any time. Any price and/or schedule adjustments will be mutually agreed upon. Vendor’s performance of such changes shall not be delayed during any negotiations for adjustments.

10.0 HARDWARE WARRANTY - Vendor warrants that hardware will be new and free from defects in design, material and workmanship, and will conform to and perform in accordance with the specifications, drawings and samples and documents provided for such hardware for the longer of: (i) fifteen (15) months from the date of delivery to Buyer; (ii) twelve (12) months after acceptance and/or installation by Buyer or Buyer’s customer, as applicable; or (iii) such greater period as may be specified in this PO. If hardware contains manufacturers’ warranties, Vendor hereby assigns such warranties to Buyer and, as applicable, Buyer’s customer(s). Software (firmware/operating system software) provided in or with such hardware will have the same warranty period as the hardware. In addition, such Software will be warranted as set forth in Paragraph 12.0.

11.0 SERVICES WARRANTY - Vendor warrants to Buyer and, as applicable, Buyer’s customer(s), that Services will be performed in a diligent,

workmanlike and professional manner, in compliance with industry standards, and in accordance with any agreed upon statement of work and/or specifications, drawings and documentation related to such Services.

12.0 SOFTWARE WARRANTY – Vendor warrants that Software licensed will be free of material errors, virus-free and malware free at the time of delivery, contains no open source software distributed under GNU Public License (GPL) v.3 or the Lesser GNU Public License (LGPL) v.3 or any open source software that has not been notified in advanced to Buyer and will perform according to the specifications and documentation for such Software upon delivery. Vendor warrants and represents that it is in compliance with any applicable third party licenses related to the Software or Product provided under this PO including, but not limited to, open source software licenses.

13.0 WARRANTY EXTENSION, SURVIVAL AND REMEDIES – **(a)** These warranties extend to the Products, Software and Services, will continue for the applicable warranty period, and will survive inspection, acceptance and payment. **(b) Remedies.** Hardware, Software and/or Services not meeting the warranties will be, at Buyer’s option, returnable for a refund, or subject to repair, replacement and/or re-performance at no cost to Buyer or, as applicable, Buyer’s customer(s). Transportation costs and risk of loss and damage in transit for nonconforming and replaced Products or Software will be borne by Vendor. Repaired and replacement Products and Software will be warranted as new and shall be warranted for the longer of the remaining warranty period of the replaced or repaired Products or Software or ninety (90) days.

14.0 EPIDEMIC FAILURE – Epidemic Failure means that more than 4% of the same type of Products has experienced the same type of failure to conform to the applicable specifications, and such failure materially affects Product functionality. Vendor warrants that the Products will not experience Epidemic Failure for a period of five (5) years (Epidemic Failure Warranty). If an Epidemic Failure occurs, upon notice from the Buyer, Vendor will **(a)** at its expense, remove from the field and Vendor’s and Buyer’s storage locations all units of the Product under Epidemic Failure Warranty (Covered Products); **(b)** refund payments made by Buyer for Covered Products; **(c)** cancel all invoices for the Product; and, **(d)** at its expense, provide a workaround until a replacement Product is available. In addition, Buyer may cancel all outstanding PO’s, blanket orders and releases for the Product without further obligation. Vendor will develop and implement, at no cost to Buyer, a corrective action plan (“CAP”), acceptable to Buyer, for any Products that evidence a catastrophic or systemic failure within five (5) years from the delivery date of the Products. Vendor will reimburse Buyer for all reasonable costs incurred by Buyer related to the Epidemic condition and/or CAP implementation and indemnify and hold Buyer harmless against all damages.

15.0 QUALITY REQUIREMENTS - Vendor shall be responsible for insuring that Products furnished hereunder have undergone or have been subject to quality assurance and quality control activities and procedures, which may include performance measurements, testing, quality process reviews or inspections. The quality management system shall provide for the early and prompt detection of actual or potential material deficiencies, trends or conditions which could result in unsatisfactory quality, and for timely and effective corrective action.

16.0 ENVIRONMENTAL HEALTH AND SAFETY – Vendor will test and inspect Products prior to shipment, to ensure compliance with all laws and regulations that Buyer is subject to for the use of the Products and use testing and inspection procedures approved in writing by Buyer if any.

17.0 BUSINESS PRINCIPLES - Vendor acknowledges and agrees that Buyer requires that Vendor maintain a high standard of ethical conduct in all its dealings with Buyer.

18.0 BUSINESS CONTINUITY - Vendor shall use commercially reasonable efforts to develop and maintain commercially reasonable business continuity management procedures (“BCM Procedures”) regarding contingency management to alleviate the effects of any business impacting events (“Business Impacting Incidents”) that may have a material and adverse impact on Vendor’s ability to perform its obligations under this PO. The Business Continuity Plan shall contain at a minimum provisions for **(a)** a risk assessment and business impact analysis, **(b)** a prevention/mitigation plan, and **(c)** a resumption of services plan, including a recovery/restoration plan. The preceding will cover, but not be limited to, (i) services documentation storage and protection (including, but not limited, to storage of deliverable technical information, Specifications and other documentation, design documents, tools, process and fixtures), (ii) information systems security and redundancy, and

(iii) demonstrating Vendor's ability to rapidly recover the loss of capability to deliver services and Product.

19.0 LIMITATION OF LIABILITY – (a) Except for amounts due hereunder, Buyer's liability to Vendor for any and all direct damages will not exceed the amounts paid under this PO. (b) In addition, neither party will be liable for any incidental, indirect or consequential damages arising out of the breach of any provisions of this PO. (c) These limitations of liability will not apply to Vendor's obligations under the following Paragraphs: Epidemic Condition, Environmental Health and Safety, General Indemnity, Infringement – Misappropriation Indemnification, Marks, Buyer's Information, Compliance With Laws, Business Principles, or to any liability of either party arising from or related to any personal injury (including death) and property damage or any indemnification obligation.

20.0 GENERAL INDEMNITY - Vendor will indemnify, defend and hold harmless Buyer, its affiliates, customers, employees, successors and assigns from any losses, damages, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) related to any third party claims that arise out of or result from Vendor's acts or omissions related to this PO, and pay any reasonable attorney's fees and all damages so awarded by a court of competent jurisdiction or consented to in a settlement agreement between Vendor, on behalf of Buyer, and such third party.

21.0 INFRINGEMENT-MISAPPROPRIATION

INDEMNIFICATION- Vendor will indemnify, defend and hold harmless Buyer, its affiliates and their customers, officers, directors, and employees (all referred to in this clause as "Buyer") from any losses, damages, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from any and all claims of infringement or misappropriation by Vendor of any patent, copyright, trademark or trade secret right, or other intellectual property right, private right, or any other proprietary or personal interest of a third party or related to the existence of this PO or performance under or in contemplation of it, except to the extent such infringement or misappropriation is due solely to the infringing and/or misappropriating products, software or services of Buyer.

22.0 ASSIGNMENT –This PO cannot be assigned, except for moneys due, without the prior written consent of Buyer.

23.0 APPLICATION OF LAW – This PO shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, excluding its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this PO.

24.0 SETTLEMENT OF DISPUTES – (a) Dispute Resolution Process - (i) In the event of a dispute, prior to taking any other legal actions, an aggrieved Party shall provide written notice to the other Party of its intention to engage in informal discussions to resolve the dispute pursuant to this Section. For a period of no more than thirty (30) days from the date of such notice, unless otherwise extended by mutual agreement, authorized representatives of both Parties will endeavor, in good faith, to settle the dispute. (ii) In the event the authorized representatives are unable to resolve the dispute within such 30-day period, either Party may provide written notice to the other Party requesting escalation of the dispute to the Parties' next appropriate level of management ("Senior Representatives"). The Parties will use good faith efforts to schedule the meeting of the Senior Representatives within ten (10) days from such notice. The Senior Representatives will meet to discuss the matter and will endeavor, in good faith, to settle the dispute within thirty (30) days from the meeting. (iii) If the Parties' Senior Representatives are not able to resolve the dispute within thirty (30) days from the meeting and unless otherwise agreed upon, the Parties shall submit the dispute to arbitration, as defined below. (iv) All defenses based on passage of time will be suspended pending the conclusion of this dispute resolution process, including, if exercised, the arbitration process defined herein. (b) Arbitration – (i) All disputes arising out of this PO shall be finally settled pursuant to the Arbitration Act (Ontario) by one arbitrator; the arbitrator shall either be agreed by the parties or be appointed. The language of the proceedings shall be English. Each party shall submit a brief not to exceed 10 pages and the arbitration shall not exceed two days in duration. The arbitrators' decision shall follow the plain and natural meaning of the relevant documents, and shall be final and binding. The arbitrators will have no power to award (1) damages inconsistent with this PO, or (2) punitive damages or any other damages not measured by a Party's actual damages, and the parties expressly waive their right to obtain such punitive damages in arbitration or in any other forum. The arbitral award may be entered in any court having

jurisdiction. All aspects of the arbitration will be confidential. Each party will promptly pay its share of all arbitration fees and costs. The arbitration proceedings shall take place in Ottawa Ontario. (c) Other Relief - Nothing in this Section will be construed to preclude either Party from seeking injunctive relief in a court of competent jurisdiction in order to protect its rights during the dispute resolution process.

25.0 COMPLIANCE WITH LAWS – (a) Each Party and its respective agents and affiliates shall, and shall cause their respective employees to, comply with all applicable local, national, regional and international laws, ordinances, regulations, codes, standards, directives and international conventions and agreements to the extent that any of the foregoing have the force of law by being directly enforceable by a governmental authority, a court or other proper tribunal, (collectively "Laws"), including, as applicable, but not limited to, anti-bribery and records keeping laws, conventions and/or directives of each country in which such party conducts business as it relates to this Agreement. (b) Each Party and its respective agents and affiliates shall, and each shall cause its respective employees to, comply with all laws, ordinances and/or directives of countries in which the Parties conduct business as they relate to the Universal Declaration of Human Rights, child labor laws, data privacy laws, criminal reporting laws, environmental, health and safety laws or any similar laws, including, but not limited to identifying and filing or purchasing (as applicable) any and all required permits, certificates, licenses, insurance, approvals and inspections required in performance of its obligations under POs; (c) Each party shall comply with such regulations, laws and/or directives as may be applicable to, but not limited to, the place(s) of (i) manufacture of the Products, (ii) intended use of the Products, (iii) travel/pass through of the Products, (iv) final destination of the Products, and/or (v) place of delivery of Services.

26.0 EXPORT CONTROL – Vendor is aware that the items being purchased hereunder may be used in military products. Vendor will advise Buyer of any export controls (other than Canadian) which apply to the items and which would affect the re-export of items from Canada. (a) Vendor and Buyer shall comply with the applicable export laws and regulations of Canada, the European Union, the United States of America or any other country applicable to the Buyer, shipment and/or delivery (the "Regulations"). (b) Buyer shall obtain such license or authorization to re-export or import as may be required by such Regulations. Vendor shall provide all reasonable assistance in obtaining such license or authorization. (c) Vendor shall, at its own cost and expense, obtain and comply with such license and authorization as may be required by such Regulations to deliver the Products from Vendor's country to the country of delivery. (d) Vendor shall provide Buyer with all information on the content of the Products which is actually subject to Vendor's country export control regulations and with other export control related information reasonably known to Vendor.

27.0 INDEPENDENT CONTRACTOR - NO AGENCY – Each party to this Agreement is an independent contractor and not an agent of the other.

28.0 INSURANCE – Vendor will provide Buyer certificates or proof of insurance which complies with Buyer's policy.

29.0 MARKS – Vendor will not, without Buyer's prior written consent, make any use of Buyer or its affiliates' trade names, trademarks, logos, or any other Buyer designation or drawing ("Marks").

30.0 SOFTWARE LICENSE –Vendor hereby grants Buyer a world-wide, non-exclusive, royalty-free, unrestricted, perpetual, transferable license to use, have used, reproduce, have reproduced, distribute, license and sublicense, as applicable, all Software licensed under this PO. Buyer will not reverse compile or disassemble the Software. This Software license shall survive termination of this PO. Buyer shall have the right to distribute any pre-paid Software until such inventory is depleted.

31.0 VENDOR PERSONNEL - All persons furnished by Vendor, including employees, agents, or subcontractors, shall be deemed Vendor Personnel and Vendor will be responsible for ensuring payment of all unemployment, social security, social insurance and other payroll taxes, including contributions when required by law. Vendor Personnel will not be covered by, and shall be excluded from participation in, any Buyer employee benefit plan. Vendor will be responsible for Vendor's own labor relations with any labor organization either representing or seeking to represent Vendor Personnel.

32.0 VENDOR'S INFORMATION - Vendor will not provide any of its or a third party's technical, business or other information unless Vendor

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has the right to do so, and the parties will not view any of the foregoing as confidential or proprietary. If Vendor desires to provide to Buyer confidential and/or proprietary information with restrictions, it can only be furnished and accepted under a separately executed non-disclosure agreement between Buyer and Vendor.

33.0 BUYER'S INFORMATION - Vendor will view as Buyer's property any idea, data, program, technical, Buyer marks, business or other information owned or controlled by Buyer, and provided to, or acquired by Vendor in connection with this PO (Information). Vendor will keep Information confidential, use it only in performing under this PO and obligate Vendor Personnel to do so. This does not apply to information previously known to Vendor free of obligation, or made public through no fault of Vendor. Following Buyer's directions, Vendor will, at its own expense, destroy or return the original and/or any copy of Information.

34.0 DATA PRIVACY - Vendor agrees that any collection, use and/or storage of personally identifiable information shall be in accordance with the data privacy laws of the applicable country in which such personally identifiable information is to be collected, used, transmitted and/or stored.

35.0 SURVIVAL - All rights and obligations, as well as the general terms, that by their nature would continue beyond the termination, cancellation or expiration of this PO, will survive termination, cancellation or expiration.

36.0 PO CANCELLATION - Buyer may at any time terminate or cancel this PO and/or Services, in whole or in part, by written notice to Vendor. PO's may be cancelled prior to shipment/delivery of Products and/or Services without liability to Buyer. Buyer's liability for terminated Services will be limited to the amount due for services performed and accepted up to the date of cancellation.

37.0 TITLE AND RISK OF LOSS - Title or in the case of software the license shall take effect and risk of loss to Product(s) will vest in Buyer when the Product(s) is delivered according to the shipping terms on this PO. If additional services are to be performed after delivery, Vendor will retain risk of loss until such services have been performed and the Product(s) is accepted by Buyer or customer, as applicable.

38.0 SERVICES - **a) Technical Support:** Buyer will be entitled to ongoing technical support, including field service and assistance. Ongoing technical support via telephone will be at no charge. **b) Vendor Personnel and Labor Relations:** (i) Vendor will be the sole entity responsible for receiving complaints from Vendor Personnel regarding their assignments and for notifying such Vendor Personnel of the termination or change of their assignments. (ii) Buyer has the right at any time and for any legal reason to reject or to have Vendor remove Vendor Personnel from the Services and/or Buyer or the Buyer customer's premises. (iii) Vendor will be responsible to Buyer for all work performed by Vendor Personnel at any tier. **c) Identification Credentials:** Vendor Personnel will exhibit identification credentials, which Buyer may issue, in order to gain access to Buyer or Buyer's customers' premises for the performance of the work or Service(s).

(d) Subcontracting: Vendor will not, without the prior written consent of Buyer, subcontract the Services or work to be performed by Vendor under this PO, in whole or in part. **(e) Assigning Former Buyer Employees:** Vendor will not assign a former Buyer employee to a Buyer project, or to provide Services under this PO, that has been terminated by or from Buyer's employment, either voluntary or involuntary, less than six (6) months before the start date of such Services where such employee performed the same type of work contemplated under such assignment while employed at Buyer. **(f) Tenure:** Vendor understands that there is a maximum tenure/assignment limitation of thirty-six (36) months for all Vendor Personnel provided to Buyer under this PO. **(g) Emergency Response Plan and Duty to Respond** - For Services, Vendor will provide to Buyer prior to commencement of Services, unless otherwise agreed upon, an emergency response plan (ERP) to be used in the event of an emergency situation related to Vendor Personnel assigned to Buyer or a Buyer customer premise. In the event of an emergency situation, Vendor will respond as provided in the ERP. Vendor will indemnify Buyer against any claims related to Buyer's acts and omissions as a result of Vendor's failure to respond as provided herein.

39.0 ENTIRE AGREEMENT - This PO is the parties' entire agreement as to the Products, Services and Software to be provided hereunder and, except as provided in Paragraph 1.0, supersedes all prior agreements, proposals, communications and understandings, whether written, oral or electronic. This PO can only be amended with a writing signed by both parties.

40.0 FOREIGN OFFSET - All offset credits resulting from this PO are the sole property of the Buyer to be applied to the offset program of its choice. Vendor agrees, at no cost, to assist the Buyer in securing appropriate offset credits from the respective government authorities.

41.0 DISCONTINUED PRODUCT - Vendor will not discontinue Product without Buyer's advance written consent. Buyer's consent will be conditioned on Vendor's not discontinuing the Products for eighteen (18) months from consent, unless the parties agree in writing to a longer period. Vendor will accept all PO's issued during the eighteen (18) months. Vendor will ensure that its suppliers give Vendor similar notice of discontinuance of its products which are used in or supplied as the Product(s).

42.0 COUNTERFEIT PARTS - If suspect counterfeit parts are furnished under this PO or are found in any of the products delivered hereunder, such items will be impounded by Buyer. The Vendor shall promptly replace the suspected counterfeit parts with parts acceptable to the Buyer. The Vendor shall be liable for all costs relating to the removal and replacement of counterfeit parts, including without limitation Buyer's external and internal costs of removing the counterfeit parts, of reinserting replacement parts and of any testing required by the reinstallation of Vendor's goods after counterfeit parts have been exchanged. Vendor shall be fully liable for all cost associated with change parts out, material handling and any other related costs.