

1. Acceptance of Purchase Order

Agreement by Seller to furnish the materials, parts, and products (“goods”) or services, including the products resulting from such services, or its commencement of such performance, or acceptance of any payment, shall constitute Seller’s unqualified acceptance of this Purchase Order. Any prices or delivery schedule to which Buyer has not specifically agreed to in writing, or any other terms or conditions proposed by Seller inconsistent with or in addition to the terms and conditions herein, shall be void. Modifications or additions to these Purchase Order terms and conditions must be in writing and signed by Buyer’s Purchasing Representative. These terms and conditions, together with all supplements, documents, exhibits, attachments, and any other agreements incorporated by reference into this Purchase Order, constitute the entire agreement between Buyer and Seller (collectively “the Parties” and singularly a “Party”) with respect to the subject matter of this Purchase Order, and supersede any prior or contemporaneous written or oral agreements pertaining thereto.

2. Delivery; Notice of Delay; Obsolescence

- (a) On time performance is a material condition of this Purchase Order and failure to perform according to the delivery schedule in this Purchase Order, if unexcused, shall be considered a material breach. Acceptance of late deliveries shall not constitute waiver of this provision. Buyer may refuse or return, at Seller’s risk and expense, shipments made in excess of this Purchase Order or in advance of required schedules. Buyer may defer payment on advance deliveries until scheduled delivery dates.
- (b) Seller shall notify Buyer in writing immediately of any actual or potential delay to the performance of this Purchase Order. Such notice shall include a proposed revised schedule, but such notice and proposal or Buyer’s receipt or acceptance thereof, shall not constitute a waiver of Buyer’s rights and remedies hereunder.
- (c) During performance of this Purchase Order, Seller shall notify Buyer of any planned obsolescence of the goods set out in this Purchase Order.
- (d) ARC may authorize suppliers to ship early, as stated on the purchase order. If ARC’s purchase order specifies no early shipments and the product arrives before ARC’s due date, ARC reserves the right to refuse shipment or withhold payment until the designated due date.

3. Termination for Convenience

- (a) Buyer, by written notice, may terminate this Purchase Order for convenience and without cause, in whole or in part, at any time, and such termination shall not constitute default. In the event of partial termination, Seller shall perform the non-terminated balance of work under the Purchase Order.
- (b) If Buyer terminates for convenience, Seller shall be reimbursed for actual, reasonable, substantiated, and allocable costs, plus a reasonable profit for work performed to date of termination provided Seller submits its termination settlement proposal to Buyer promptly, but no later than ninety (90) days from the effective date of the termination. In no event shall the amount of any settlement be in excess of the Purchase Order value. Buyer may take immediate possession of all goods, complete or incomplete, and all products resulting from services upon written notice of termination to Seller.

4. Buyer's Property

- (a) All drawings, tools, jigs, dies, fixtures, materials, and other property supplied or paid for by Buyer shall be and remain the property of Buyer, which shall be returned to Buyer upon Buyer's request.
- (b) Seller shall use Buyer's Property only in the performance of work under this Purchase Order unless Buyer consents otherwise in writing.
- (c) Seller shall not furnish or offer for sale goods made in accordance with Buyer's specifications and / or drawings to another party without Buyer's prior written consent.
- (d) Seller shall maintain Buyer's Property and shall be responsible for all loss or damage to Buyer's Property except for normal wear and tear. Seller shall (i) within two (2) working days, report to Buyer the loss, theft, damage, destruction of Buyer's Property, or if any such property is found to be malfunctioning or otherwise unsuitable for use and (ii) determine and report the root cause and all pertinent facts as soon as they become known, and corrective action taken to prevent recurrence, at no additional cost to Buyer.
- (e) Upon request, Seller shall provide Buyer with adequate proof of insurance against such risk of loss or damage.
- (f) Seller shall clearly mark, maintain in inventory, and keep segregated or identifiable all of Buyer's Property.

5. Release of Information

Without prior written approval of Buyer, Seller shall not (i) publish, distribute, use, or otherwise disclose this Purchase Order, or the existence of this Purchase Order, to any third party for any purposes not required by the express terms of the Purchase Order, or (ii) use the ARC Technology Solutions name (or the name of any division, affiliate or subsidiary thereof), logo, trademark, service mark, or trade dress for the purpose of advertising, making a news release, creating a business reference, creating website content, or for goods or service endorsement.

6. Warranty

- (a) Seller warrants that the goods shall be (i) new (ii) free from defects in workmanship, materials, and design and (iii) in accordance with all the requirements of this Purchase Order. Seller further warrants that the performance of services shall conform with the requirements of this Purchase Order and to high professional standards.
- (b) Seller warrants without limitation as to time that any hardware, software and firmware goods delivered under this Purchase Order: (i) shall not contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (a) damage, destroy or alter any software or hardware; (b) reveal, damage, destroy, or alter any data; (c) disable any computer program automatically; or (d) permit unauthorized access to any software or hardware; (ii) shall not contain any third party software (including software that may be considered free software or open source software) that (a) may require any software to be published, accessed or otherwise made available without the consent of Buyer, or (b) may require distribution, copying or modification of any software free of charge; and (iii) shall not

infringe any patent, copyright, trademark, or other proprietary right of any third party or misappropriate any trade secret of any third party.

- (c) These warranty entitlements shall inure to the benefit of both Buyer and Buyer's customers.
- (d) At Buyer's direction, Seller shall promptly repair, replace, correct, or reimburse the purchase price of nonconforming goods or services. Repaired, replaced, or corrected goods or services shall be subject to the Inspection Section of this Purchase Order to the same extent as goods or services originally delivered under this Purchase Order. Seller shall be liable for and save Buyer harmless from any loss, damage, or expense that Buyer may suffer related to nonconforming goods or services, or from any other breach of the warranties, including, but not limited to, return to Seller of defective or nonconforming goods and redelivery to Buyer of repaired, replaced, or corrected goods.

7. Inspection

- (a) All goods and services shall be subject to inspection and test at all reasonable times and places by Buyer or Buyer's customer before, during, and after performance and delivery. Buyer may require Seller to repair, replace or reimburse the purchase price of rejected goods or Buyer may accept any goods and upon discovery of nonconformance, may reject or keep and rework any such goods not so conforming. Cost of repair, rework, replacement, inspection, transportation, repackaging, and/or reinspection by Buyer shall be at Seller's expense. Buyer's acceptance of goods or services shall not diminish Buyer's rights or be final or binding on Buyer if latent defects, fraud, or misrepresentation on the part of Seller exists.
- (b) Seller will provide reasonable support and access to Buyer in the inspection and test of the goods and services without additional charge.
- (c) Neither Buyer's inspection nor Buyer's failure to inspect shall relieve Seller of any responsibility to perform according to the terms of this Purchase Order. Notwithstanding any other provision of the Purchase Order, the risk of loss of, or damage to, nonconforming goods remains with Seller until cure or acceptance.

8. Changes

Buyer shall have the right by written notice to suspend or stop work or to make changes from time to time in the services or the goods to be furnished by Seller or to the delivery schedule. If such suspension, stoppage, or changes cause an increase or decrease in the cost of performance of this Purchase Order or in the time required for its performance, an equitable adjustment shall be negotiated promptly, and the Purchase Order shall be modified in writing accordingly.

9. Infringement

Seller represents and warrants that all goods and services (for purposes of this Section 16 hereinafter "items"), provided by Seller pursuant to this Purchase Order, which are not of Buyer's design, do not infringe or misappropriate any third-party intellectual property rights and that any use or sale of such items by Buyer or any of Buyer's customers shall be free from any claims of infringement. Seller shall indemnify and hold Buyer, and its customers harmless from any and all expenses, liability, and loss of any kind (including all costs, expenses, and attorneys' fees) arising out of claims, suits, or actions alleging such infringement, which claims, suits, or actions Seller, hereby, agrees to defend, at Seller's

expense, if requested to do so by Buyer. Moreover, Seller may replace or modify infringing items with comparable items acceptable to Buyer of substantially the same form, fit, and function to remove the source of infringement, and Seller's obligations under this Purchase Order including those contained in Warranty section shall apply to the replacement and modified items. If the use or sale of any of the above items is enjoined because of such claim, suit or action, Seller, at no expense to Buyer, shall obtain for Buyer and its customers the right to use and sell said item.

10. Assignments, Subcontracting, Organizational Changes, and Place of Performance

- (a) Seller may not assign any rights, delegate any of its obligations due or to become due under this Purchase Order or subcontract all or substantially all of its obligations under this Purchase Order, without the prior written consent of Buyer. Any such purported assignment, delegation, or subcontracting by Seller without such consent shall be void. Buyer may assign this Purchase Order to (i) any affiliated company, (ii) any successor in interest, or (iii) Buyer's customer.
- (b) Seller shall promptly notify Buyer in writing of any Seller name or ownership changes, or mergers or acquisitions.
- (c) Seller shall not change the place of performance under this Purchase Order without Buyer's prior written consent.

11. Compliance with Law

- (a) Seller, in the performance of this Purchase Order, warrants that it shall comply with all relevant laws, orders, rules, ordinances, and regulations (whether federal, state, or local), including but not limited to:
 - 1. all U.S. laws and regulations including:
 - i. the Fair Labor Standards Act of 1938, as amended (the "FLSA"), and the regulations and orders of the United States Department of Labor under the FLSA;
 - ii. the Occupational Safety and Health Act of 1970 (OSHA), as amended;
 - iii. the U.S. Department of Transportation regulations on hazardous materials and any other pertinent federal, state, or local statutes, laws, rules, or regulations;
 - 2. the laws and regulations of Seller's place of performance;
 - 3. the applicable domestic and international prohibitions on child labor, human trafficking, and slavery;
 - 4. the United States Foreign Corrupt Practices Act, 15 U.S.C. § 78 et seq. (the "FCPA"), and other Anti-Corruption Requirements as defined in paragraph 19(b), below; and
 - 5. the Anti-Kickback Act of 1986.
- (b) Anti-Corruption Requirements:
 - 1. Seller acknowledges that its actions may subject it and Buyer to liability under the FCPA, the anti-corruption laws, regulations, and policies of the home country of any supplier to this Purchase Order, the United States of America, and/or the anti-

corruption laws, regulations, and policies of any other country with jurisdiction over the activities performed pursuant to this Purchase Order (together and individually hereinafter referred to as the "Anti-Corruption Requirements"). Seller acknowledges that it is familiar with the prohibitions under, and the requirements of, the Anti-Corruption Requirements.

2. Seller acknowledges that its actions may subject it and Buyer to liability under the FCPA, the anti-corruption laws, regulations, and policies of the home country of any supplier to this Purchase Order, the United States of America, and/or the anti-corruption laws, regulations, and policies of any other country with jurisdiction over the activities performed pursuant to this Purchase Order (together and individually hereinafter referred to as the "Anti-Corruption Requirements"). Seller acknowledges that it is familiar with the prohibitions under, and the requirements of, the Anti-Corruption Requirements.
3. Neither Seller nor any of its principals, consultants, subcontractors, shareholders, directors, officers, employees, or agents has performed or will perform any act which Buyer could reasonably believe would constitute a violation of the Anti-Corruption Requirements or which Buyer could reasonably believe would cause Buyer to be in violation of the Anti-Corruption Requirements, or present a credible risk, as determined by Buyer, of a violation of the Anti-Corruption Requirements.
4. If at any time Seller becomes aware of information or circumstances that suggest any of the provisions of this may not be accurate, it shall notify Buyer immediately in writing.
5. No payment will be made hereunder to any person other than Seller; and no payment will be made to Seller under this Purchase Order other than the payment of the compensation in accordance with the terms hereof. Seller's price quotations and invoice prices shall accurately and fairly reflect the commensurate value of the goods and services provided under this Purchase Order.
6. In connection with this Purchase Order, Seller shall maintain books, records, and accounts, which in reasonable detail, accurately and fairly reflect the transactions and asset dispositions of Seller and allow Buyer to (i) maintain accurate books and records, and (ii) comply with the requirements for internal management controls set forth in the Anti-Corruption Requirements as well as relevant U.S. laws and regulations.
7. Seller shall cooperate with, and provide assistance to, Buyer in implementing adequate due diligence procedures in connection with the selection and retention of consultants and subcontractors by Buyer or Seller.

12. Indemnity Against Claims

- (a) Seller shall keep its work and all goods supplied by it hereunder and Buyer premises free and clear of all liens and encumbrances in any way arising from performance of this Purchase Order by Seller or by any of its vendors or subcontractors. Seller may be required by Buyer to provide a satisfactory release of liens as a condition of final payment.
- (b) Seller shall, without limitation, indemnify and save Buyer and its customer(s) and their respective officers, directors, employees and agents harmless from and against (i) all claims and resulting costs, expenses (including attorney fees and costs) and liability which arise from personal injury, death, or property loss or damage attributed to, or

caused by, the goods supplied, or the services performed by Seller pursuant to this Purchase Order, except to the extent that such injury, death, loss or damage is caused solely and directly by the negligence of Buyer, and (ii) all claims (including resulting costs, expenses and liability) by the employees of Seller or any of its subcontractors.

13. Severability

If any provision of this Purchase Order or application thereof is found invalid, illegal, or unenforceable by law, the remainder of this Purchase Order will remain valid, enforceable and in full force and effect, and the Parties will negotiate in good faith to substitute a provision of like economic intent and effect.

14. Counterfeit Risk Avoidance

- (a) Seller shall only deliver goods that (i) are and only contain materials obtained directly from the original manufacturer (OM), an authorized distributor, or an authorized aftermarket manufacturer, and (ii) are not and do not contain Counterfeit Items or Suspect Counterfeit Items, as defined below; and (iii) contain only authentic, unaltered OM labels and other markings. Seller shall obtain and retain all documentation required to fully trace the distribution and sale of the goods delivered hereunder back to the relevant OM, and, on request of Buyer, shall provide such authenticating documentation. Upon Buyer's request, Seller shall provide Buyer certificates of conformance with respect to the goods delivered. Counterfeit Item means an unlawful or unauthorized reproduction, substitution, alteration, or the false identification of grade, serial number, lot number, date code, or performance characteristic, that has been knowingly mismarked, misidentified, or otherwise misrepresented to be a new, authentic, unmodified item from the OM, an authorized distributor, or an authorized aftermarket manufacturer. A Suspect Counterfeit Item means an item for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the item is authentic. Seller shall not act as or engage an independent distributor, non-authorized distributor, non-franchised distributor, non-authorized supplier, or non-authorized reseller (collectively, Broker), to assist it in delivering goods pursuant to this Purchase Order unless the Buyer provides prior written approval to do so. Any Seller request to procure from a Broker shall include complete and compelling support for such request and shall include all actions completed by Seller to ensure the goods thus procured are not Counterfeit Items. When so authorized by Buyer, Seller shall be responsible for counterfeit risk mitigation testing and providing traceability identifiers (i.e., Date Code / Lot Code, Serial number) for Broker procured parts, and identifying items delivered to Buyer that contain such parts.
- (b) Seller shall have a Counterfeit Item risk mitigation process, internally and with its suppliers, (reference SAE AS5553 and AS6174), for goods delivered hereunder, and in accordance with the standards or instructions set forth in this Purchase Order. Seller shall provide evidence of the Seller's risk mitigation process to Buyer upon request. Buyer shall have the right to audit and / or inspect the processes at any time before or after delivery of the goods ordered hereunder. Buyer shall have the right to require changes to the processes to conform to Buyer's standards defined in this Purchase Order. Seller and Seller's subcontractors that are allowed access to the US Government Industry Data Exchange Program (GIDEP) shall participate in monitoring GIDEP reports and Seller shall act on GIDEP reports that affect product delivered to Buyer. Seller shall immediately notify Buyer with the pertinent facts if Seller becomes aware of or suspects that items delivered for the Purchase Order

are, or contain, suspect, or confirmed counterfeit items. Buyer shall have the right to quarantine for further investigation any good Buyer discovers to be a Counterfeit Item or Suspect Counterfeit Item. Buyer's investigation may include the participation of third parties or governmental investigative agencies as required by law or regulations by Buyer's customer, or by Buyer, in its sole discretion. The Seller and/or the Seller's subcontractors shall cooperate in good faith with any investigation conducted by Buyer. Buyer shall not be required to return the good during the investigation process and thereafter if not found to be authentic. Buyer shall not be liable for payment to Seller of the price of any Suspect Counterfeit Items until determined to be authentic. If Buyer determines in its sole discretion that there is credible evidence that a good delivered under this Purchase Order constitutes a Counterfeit Item or Suspect Counterfeit Item, Seller, or its subcontractor, shall, if directed by Buyer to do so, issue a GIDEP alert. Buyer reserves its right to issue its own GIDEP alert if Buyer concludes, in its sole estimation, that a good is a Counterfeit Item or Suspect Counterfeit Item.

15. Certificate of Conformance (C OF C)

Material supplied on purchase order shall conform to requirements stated therein, and shall be accompanied by a C of C, which must contain the following information when included on the ARC Technology Solutions Purchase Order:

1. Original manufacturer's and distributor/ service provider's (when procured from), name and address.
2. ARC Technology Solution purchase order number.
3. Part number of item (as specified on the purchase order), revision, and quantity.
4. Serial number(s) or date code(s) or lot/batch/heat number(s) as applicable.
5. Statement of conformance to all requirements.
6. Authorized agent's signature, title, and date.

The supplier or distributor shall provide a certificate of conformance with each shipment of items delivered to ARC Technology Solutions. The certificate shall state that the manufacturer Part, Material, or service of delivered items meet all of the requirements identified on the ARC Technology Solutions Purchase Order.

Upon completion of shipments against the purchase order, the supplier shall also retain the C of C and all relevant supporting data on file for a period of five years unless otherwise stated in the purchase order. Completion of this certificate shall not modify or limit any representations, warranties or commitments made or in any way affect the obligation of seller to perform strictly in accordance with the provisions of the purchase order.