

## **GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDER**

**1. GENERAL TERMS AND DEFINITIONS.** In these terms and conditions ("Terms and Conditions") the following definitions will apply: (i) the term "Cassidian" refers to Cassidian Communications, Inc. or its subsidiary who is the issuer of this Order; (ii) the term "Services" means any work or services which Vendor shall perform as set forth in this Order; and (iii) the term "Products" means any goods, materials, products and equipment, including hardware and software which Vendor agrees to furnish to Cassidian as set forth in this Order. If any provision of this Order, including but not limited to the Terms and Conditions is held to be invalid or unenforceable, in whole or in part, the remaining provisions will be enforceable to the maximum extent possible. These Terms and Conditions may be superseded by a definitive agreement to be negotiated and mutually agreed to in good faith by Cassidian and Vendor.

**2. SHIPPING.**

(a) Vendor shall be responsible for ensuring the proper packaging of materials hereunder. No charges will be allowed for packing, crating, freight, local cartage, and/or any other services unless so specified in this Order.

(b) Vendor shall at all times comply with Cassidian's written shipping instructions. Unless otherwise directed, all items shipped on the same day from and to a single location must be consolidated on one bill of lading or airbill, as appropriate. Vendor shall submit all required shipping papers to Cassidian prior to final payment.

(c) Purchase order number(s) must appear on all correspondence, shipping labels, and shipping documents, including all packing sheets, bills of lading, airbills, and invoices.

**3. PRICES; PAYMENT TERMS.** Prices shall be stated in U.S. dollars and shall be firm and fixed for a period of 12 months from the date of this Order. Cassidian shall be entitled to vary the scope and/or quantity of Products purchased without price revision in the event of a decrease in the quantity required by Cassidian. Payment shall be made via wire transfer or check payment, no sooner than 60 days after date of invoice. Vendor may invoice following the successful completion of agreed milestones by Vendor and acceptance of relevant milestones by Cassidian and the end user customer. Cassidian shall be entitled to holdback 10% of any invoice through customer's final project acceptance.

**4. TAXES.** The prices contained in this Order shall include, and Vendor is liable for and shall pay, all taxes, impositions, charges and exactions imposed on or measured by this Order except for applicable sales and use taxes that are separately stated on Vendor's invoice. Prices shall not include any taxes, impositions, charges or exactions for which Cassidian has furnished a valid exemption certificate or other evidence of exemption. To the extent that Cassidian is required to do so under applicable United States law or tax regulations, Cassidian may deduct from any payments due to Vendor pursuant to this Order such taxes as Cassidian is required to withhold from such payments and pay such taxes to the relevant tax authorities; provided, however, that Cassidian provides Vendor with relevant tax receipts or other suitable documentation evidencing the payment of such taxes promptly after such taxes are paid.

**5. DELIVERY; TITLE; RISK OF LOSS.** Delivery term is FCA (Incoterms 2010) (Seller's named location as indicated in this Order). Title and risk of loss will pass from Vendor to Cassidian upon delivery.

**6. DELAY.**

a) Time is of the essence and failure to deliver in accordance with the delivery schedule under this Order, if unexcused, shall be considered a material breach of these Terms and Conditions. No acts of Cassidian, including without limitation modifications of this Order or any definitive agreement resulting therefrom, or acceptance of late deliveries, shall constitute waiver of this provision. Cassidian also reserves the right to refuse or return at Vendor's risk and expense shipments made in excess of Cassidian's Order or in advance of required schedules, or to defer payment on advance deliveries until scheduled delivery dates.

(b) Vendor shall immediately notify Cassidian in writing of any actual or potential delay to the performance of this Order. Such notice shall include a proposed revised schedule but such notice and proposal or Cassidian's receipt or acceptance thereof shall not constitute a waiver to Cassidian's rights and remedies.

## **7. WARRANTY.**

(a) Vendor warrants that the materials delivered pursuant to this Order, shall (i) be new; (ii) be and only contain materials obtained directly from the Original Equipment Manufacturer (OEM) or an authorized OEM reseller or distributor; (iii) contain only authentic, unaltered OEM labels and other markings; and (iv) be free from defects in workmanship, materials, and design and be in accordance with all the requirements of this Order. Vendor further warrants that the performance of work and Services shall conform to the requirements of this Order and shall be performed with the high professional standards. These warranties shall survive final acceptance and payment.

(b) This warranty entitlement shall inure to the benefit of both Cassidian and Cassidian's customers. As used in this Order, Cassidian's customer(s) shall include its direct and indirect customers such as direct sale end-users, higher-tier subcontractors, prime contractors and the ultimate user under relevant prime contract(s).

(c) Vendor shall be liable for and save Cassidian harmless from any loss, damage, or expense whatsoever that Cassidian may suffer from breach of any of these warranties. Remedies shall be at Cassidian's election, including repair, replacement or reimbursement of the purchase price of nonconforming materials and, in the case of services either correction of the defective services at no cost or reimbursement of the amounts paid for such services.

## **8. INSPECTION.**

(a) All material and workmanship shall be subject to inspection and test at all reasonable times and places by Cassidian or Cassidian's customer before, during and after performance and delivery. Cassidian may require Vendor to repair, replace or reimburse the purchase price of rejected material or Cassidian may accept any materials and upon discovery of nonconformance, may reject or keep and rework any such materials not so conforming. Cost of repair, rework, replacement, inspection, transportation, repackaging, and/or reinspection by Cassidian shall be at Vendor's expense. Cassidian's acceptance of work and services shall not be deemed to diminish Cassidian's rights or be final or binding on Cassidian if latent defects, fraud, or misrepresentation on the part of Vendor exists.

(b) If inspection and test are made on the premises of Vendor or Vendor's distributors, subcontractors or customers, Vendor shall furnish without additional charge all reasonable facilities, information and assistance necessary for the safe and convenient inspection and tests required by the inspectors in the performance of their duty.

(c) Cassidian's failure to inspect does not relieve Vendor of any responsibility to perform according to the terms of this Order.

## **9. CHANGES.**

(a) Cassidian shall have the right by written order to suspend work or to make changes from time to time in the Services to be rendered or the Products to be furnished by Vendor hereunder or the delivery date. If such suspension or changes cause an increase or decrease in the cost of performance of this Order or in the time required for its performance, an equitable adjustment shall be negotiated promptly and this Order shall be modified in writing accordingly. Any claim by Vendor for adjustment under this Section must be asserted in writing within twenty (20) days from the date of receipt by Vendor of notification of the change or suspension and shall be followed as soon as practicable with specification of the amount claimed and supporting cost figures. However, nothing herein shall excuse Vendor from proceeding with this Order as changed pending resolution of the claim.

(b) Information, advice, approvals or instructions given by Cassidian's technical personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect Cassidian's and Vendor's rights and obligations hereunder unless set forth in a writing which is signed by Cassidian's purchasing representative and which states it constitutes an amendment or change to this Order.

## **10. TERMINATION.**

(a) Termination for Convenience:

(1) Cassidian may, by notice in writing, terminate this Order or work under the resulting contract 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, Vendor is not excused from performance of the non-terminated balance of work under this Order.

(2) In the event of termination for convenience by Cassidian, Vendor shall be reimbursed for actual, reasonable, substantiated and allocable costs for work performed to date of termination. Any termination settlement proposal shall be submitted to Cassidian 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 this Order value. Cassidian may take immediate possession of all work so performed upon written notice of termination to Vendor.

(b) Termination for Default:

(1) Cassidian may, by notice in writing, terminate this Order in whole or in part at any time for breach of any one or more of its terms, for failure to make progress so as to endanger performance of this Order, or failure to provide adequate assurance of future performance. In the event of partial termination, Vendor is not excused from performance of the non-terminated balance of work under this Order.

(2) In the event of Vendor's default hereunder, Cassidian may exercise any or all rights accruing to it, both at law, including without limitation, those set forth in Article 2 of the Uniform Commercial Code, or in equity.

**11. PROPRIETARY INFORMATION AND CONFIDENTIALITY.**

(a) Proprietary Information. Vendor agrees to keep confidential and not to disclose to third parties proprietary and/or confidential information of Cassidian, received in connection with this Order and/or the associated project generally ("Proprietary Information"). Vendor agrees to use the Proprietary Information only in connection with this Order and associated project unless Vendor has obtained Cassidian's express written and specific authorization. Vendor may disclose Proprietary Information to its employees and subcontractors only in connection with this Order and/or associated project; *provided that*, each such employee and subcontractor is bound by confidential obligations relating to the Proprietary Information. All Proprietary Information will remain the exclusive property of Cassidian. Neither the issuance of this Order nor the disclosure of Proprietary Information will be construed as granting expressly or by implication any license to Vendor under any invention, copyright, trademark, patent or trade secret.

(b) Confidential Information. By virtue this Order and/or associated project, the parties may have access to information that is confidential to one or the other ("Confidential Information"). Such Confidential Information may include, but shall not be limited to the following types of information (whether or not reduced to writing): Proprietary system protocols, trade secrets, inventions, drawings, file data, documentation, diagrams, specifications, know-how, processes, formulas, models, flow charts, software in various stages of development, source codes, object codes, research and development procedures, test results, product features and functionality (current and pending development), marketing techniques and materials, marketing and development plans, price lists, pricing policies, business plans, information relating to customers and/or Cassidian's identities, characteristics and agreements, financial information and projections, and employee files and other related or similar information. Confidential Information shall also include all reports, summaries, compilations, analyses, notes or other information prepared by the recipient that are based on or reflect any Confidential Information. It is the express intent of this section that neither party disclose to any third party any Confidential Information, however, a party may disclose such information to contractors of a party who, by virtue of the duties assumed by such contractors, have a need to know such information, provided that prior to such disclosure the party has obtained from the contractor a written agreement to abide by confidentiality obligations substantially equivalent to those stated herein.

(c) Nondisclosure. A party's Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the receiving party in breach of this Agreement; or (ii) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; or (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (iv) is independently developed by the other party. The parties agree, both during the term of this Agreement and for a period of three (3) years after termination of this Agreement, to hold each other's Confidential Information in confidence. The parties agree to use reasonable efforts to avoid making the other's Confidential Information available in any form to any third party and to avoid using the other's Confidential Information for any purpose other than the implementation of this Agreement or in the exercise of rights conferred by this Agreement. Each party agrees to use the same degree of care that it uses to protect its own confidential information of a similar nature and value, but in no event less than a reasonable standard of care, to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the provisions of this Agreement. Each party agrees that it shall not reverse-engineer, decompile or disassemble any Product disclosed to it and shall not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of Confidential Information it obtains from the other party. Each party represents that it has an appropriate agreement with each of its employees who may have access to any Confidential Information that is sufficient to enable it to comply with all of the terms of this Section.

**12. INDEMNIFICATION.** Vendor will indemnify Cassidian, its officers, directors, employees, affiliates and representatives, and hold each of them harmless from and against any and all liability, damage, loss, cost, claim, judgment or expense (including reasonable attorney's fees and expenses) (each a "Claim") for injury (including death) to persons or property damage arising in whole or in part from the acts or omissions of Vendor, its employees, agents or subcontractors, related to or arising out of this Order, including but not limited to resale or export of the Products. In the event of any Claim, Vendor will promptly notify Cassidian in writing. Cassidian reserves the right but not the obligation to participate in the defense and to review all the documents in connection with the Claim. Vendor will not settle any such Claim without the prior written consent of Cassidian.

### **Intellectual Property Indemnification.**

(a) Vendor will, at its expense and at Cassidian's request, defend any claim or action brought against Cassidian, and/or its affiliates, their agents and employees (individually or collectively "Indemnitee"), to the extent it is based on a claim that the Product(s) provided under this Order infringe or violate any patent, copyright, trademark, trade secret or other proprietary right of a third party, and Vendor will indemnify and hold Indemnitee, harmless from and against any costs, damages and fees reasonably incurred by, or awarded against Indemnitee, including but not limited to fees of attorneys and other professionals, that are attributable to such claim; provided that: (i) Indemnitee gives Vendor prompt notice in writing of any such suit and permits Vendor, through counsel of Indemnitee's choice, to answer the charge of infringement and defend such claim or suit; and (ii) Indemnitee provides Vendor information, assistance and authority to enable Vendor to defend such suit.

(b) Notwithstanding the foregoing, should the Product(s) become the subject of a claim of infringement of a third party's proprietary right, Vendor will, at Vendor's expense: (i) procure for Indemnitee the right or license to sell the product(s) free of the infringement claim; (ii) replace or modify the Product(s) to make such non-infringing, provided that the same functionality is provided by the replacement or modified Vendor Product(s); or (iii) if a right or license to continue to sell the products cannot be procured or the Product(s) cannot be replaced or modified at reasonable expense, reimburse Indemnitee for the license fees paid under this Order for the particular Products. Vendor's obligations under this Section are irrevocable and shall survive termination or expiration of this Order.

(c) Vendor shall have no obligation with respect to any claim of infringement that is based upon or arises out of: (i) any distribution of the Products outside the scope of this Order, (ii) any use of the Products in a manner for which they were not designed, (iii) any use of the Products not in accordance with applicable documentation, (iv) any modification of the Products if the modification was not made by or at the written direction of Vendor, or (v) Indemnitee's or continued distribution of the Products subsequent to receipt of notice of any claimed infringement.

### **General Indemnification**

(a) Vendor shall indemnify, hold harmless, and defend Indemnitee, in accordance with this section, against any Loss arising from or in connection with, or resulting from, the Products or Services furnished by Vendor or Vendor's acts or omissions, including but not limited to performance delays, with respect to this Order. Vendor's duty to indemnify, hold harmless, and defend against Loss extends to Loss that may be caused or alleged to be caused in part, by the negligence of Indemnitee and other persons indemnified under this Order, to the fullest extent that such indemnification is permitted by applicable law.

(b) "Loss" includes any liability, loss, claim, demand, suit, cause of action, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, liens, fines, fees, penalties, and Litigation Expense. "Litigation Expense" means any court filing fee, court cost, arbitration fee, and each other fee and cost of investigating or defending an indemnified claim or asserting any claim for indemnification or defense under this Agreement, including Attorney's Fees, other professionals' fees, and disbursements. "Attorney's Fees" include a charge for the service of in-house counsel at the market rate for independent counsel of similar experience.

(c) Indemnitee shall notify Vendor in writing with reasonable promptness, of any claim, demand, suit, cause of action or legal proceeding that may give rise to a claim against Vendor for defense. If Indemnitee fails to give notice, Vendor is still obligated to indemnify, hold harmless and defend Indemnitee, except that Vendor is not liable for any Litigation Expense that Indemnitee incurs before the time when notice is given.

(d) At the request of Indemnitee, Vendor shall conduct Indemnitee's defense (employing counsel acceptable to Indemnitee), at Vendor's expense, against any Loss within the scope of paragraph (a) above, whether or not litigation is actually commenced or the allegations are meritorious. At its own option, Indemnitee may employ separate counsel, including in-house counsel, to conduct Indemnitee's defense against such a Loss. Indemnitee and Vendor shall cooperate in the defense of any such Loss. Vendor may control the defense and settlement of such a Loss, but if the settlement of a Loss may have an adverse effect on Indemnitee, then Vendor shall not settle such Loss without the consent of Indemnitee, and Indemnitee shall not unreasonably withhold or delay its consent.

**13. INSURANCE.** Vendor shall be responsible for the actions and failure to act of all parties retained by, through, or under Vendor in connection with the performance of this Order. Vendor shall also maintain and cause its subcontractors to maintain such General Liability, Property Damage, Employer's Liability, and Workers' Compensation Insurance, Professional Errors and Omissions Insurance, and Motor Vehicle Liability (Personal Injury and Property Damage) Insurance in such amount as will protect Vendor (and its subcontractors) and Cassidian from said risks and from any claims under any applicable Workers' Compensation, Occupational Disease, and Occupational Safety and Health statutes. Vendor shall provide Cassidian with certificates evidencing required insurance upon Cassidian's request. Vendor shall name Cassidian as an additional insured under all applicable insurance policies.

**14. LIMITATION OF LIABILITY.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR INFRINGEMENT), STRICT LIABILITY OR OTHERWISE SHALL CASSIDIAN, ITS AFFILIATES, AGENTS, SUPPLIERS OR SUBCONTRACTORS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR ANY OTHER LOSS ARISING OUT OF OR IN CONNECTION WITH THIS ORDER, THE ASSOCIATED PROJECT, THE PRODUCTS AND/OR SERVICES, EVEN IF CASSIDIAN, ITS AFFILIATES, AGENTS, SUPPLIERS OR SUBCONTRACTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**15. FORCE MAJEURE.** Except for defaults of Vendor's subcontractors at any tier, neither Cassidian nor Vendor shall be liable for any failure to perform due to any cause beyond their reasonable control and without their fault or negligence. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, terrorism, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In the event that performance of this Order is hindered, delayed or adversely affected by causes of the type described above ("Force Majeure"), then the Party whose performance is so affected shall so notify the other Party's authorized representative in writing and, at Cassidian's option, this Order shall be completed with such adjustments as are reasonably required by the existence of Force Majeure or this Order may be terminated for convenience.

**16. IMPORT/EXPORT CONTROLS**

(a) If Vendor is a U.S. company that engages in the business of either manufacturing or exporting defense articles or furnishing defense services Vendor hereby certifies that it has registered with the U.S. Department of State Directorate of Defense Trade Controls and understands its obligations to comply with International Traffic in Arms Regulations ("ITAR") and the Export Administration Regulations ("EAR").

(b) Vendor shall control the disclosure of and access to technical data, information and other items received under this Order in accordance with U.S. export control laws and regulations, including but not limited to the ITAR. Vendor agrees that no technical data, information or other items provided by Cassidian in connection with this Order shall be provided to any foreign persons or to a foreign entity, including without limitation, a foreign subsidiary of Vendor, without the express written authorization of Cassidian and Vendor's obtaining of the appropriate export license, technical assistance agreement or other requisite documentation for ITAR-controlled technical data or items. It shall be the sole responsibility of Vendor to determine whether the information provided by Cassidian is technical data as outlined in the ITAR (22 CFR 120-130) prior to any release to a third party abiding by the terms outlined herein. Vendor shall indemnify Cassidian for all liabilities, penalties, losses, damages, costs or expenses that may be imposed on or incurred by Cassidian in connection with any violations of such laws and regulations by Vendor.

(c) Vendor shall immediately notify Cassidian if it is or becomes listed on any Excluded or Denied Party List of an agency of the U.S. Government or its export privileges are denied, suspended or revoked.

(d) Should Vendor's Products or Services originate from a foreign location, those Products may also be subject to the export control laws and regulations of the country in which the Products or Services originate. Vendor agrees to abide by all applicable export control laws and regulations of that originating country. Vendor shall indemnify Cassidian for all liabilities, penalties, losses, damages, costs or expenses that may be imposed on or incurred by Cassidian in connection with any violations of such laws and regulations by Vendor. Cassidian shall be responsible for complying with any laws or regulations governing the importation of the articles into the United States of America.

(e) Cassidian may be required to obtain information concerning citizenship or export status of Vendor's personnel. Vendor agrees to provide such information as necessary and certifies the information to be true and correct.

**17. FOREIGN CORRUPT PRACTICES ACT.** The Vendor, including its officers, directors, employees and agents, shall not pay, offer, promise or authorize the payment, directly or indirectly, of any monies or anything of value to any official or employee of any foreign government, including, without limitation, any government-owned or controlled entity, or of a public international organization, or any political party, party official, or candidate for political office, for the purpose of improperly inducing or rewarding favorable treatment or advantage in connection with this Order or with the Vendor's relationship with Cassidian.

**18. COMPLIANCE WITH LAWS.** Vendor warrants that the Products to be furnished and the Services to be rendered under this Order shall be manufactured, sold, used and rendered in compliance with all relevant federal, state, local law, orders, rules, ordinances, and regulations. Vendor further agrees to save Cassidian harmless from any loss, damage, fine, penalty, or expense whatsoever that Cassidian may suffer as a result of Vendor's failure to comply with this warranty of compliance with laws. The foregoing is in addition to and not in mitigation of any other requirements of this Order.

**19. RECORDS AND AUDITS**

(a) **Accurate and Complete Financial Records.** Vendor shall maintain accurate and complete financial records of its activities and operations relating to performance under any definitive agreement in accordance with generally accepted accounting principles. Vendor shall also maintain accurate and complete employment and other records relating to its performance. Vendor agrees that Cassidian Communications, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to such performance. All such material, including all financial records, bank statements, cancelled checks, or other proof of payment, time cards, signed-in/signed-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Vendor and shall be made available to Cassidian Communications during the term of the definitive agreement and for a period of five (5) years thereafter unless Cassidian Communications' written permission is given to dispose of any such material prior to such time.

(b) **Notification.** In the event that an audit is conducted of Vendor specifically regarding this Subcontract by any federal or State auditor, or by any auditor or accountant employed by Vendor or otherwise, then Vendor shall file a copy of such audit report with Cassidian Communications within thirty (30) days of Vendor's receipt thereof, unless otherwise provided by applicable federal or State law or under the definitive agreement.

(c) **Cassidian Communications Audit Settlement.** If, at any time during the term of the definitive agreement or within five (5) years after the expiration or termination of the same, representatives of Cassidian Communications conduct an audit of Vendor regarding the work performed under the definitive agreement, and if such audit finds that Cassidian Communications' dollar liability for any such work is less than payments made by Cassidian Communications to Vendor, then the difference, together with Cassidian Communications' reasonable costs of audit, shall be either repaid by Vendor to Cassidian Communications by cash payment upon demand or, at the sole option of Cassidian Communications, deducted from any amounts due to Vendor from Cassidian Communications, whether under the definitive agreement or otherwise.

**20. GOVERNING LAW.** The validity, performance, and all matters relating to this Order, its Exhibits, Schedules, Attachments and any amendment hereto shall be governed by the laws of the State of California without reference to conflicts of law principles. The parties hereby consent to jurisdiction and venue in the federal and state courts of the State of California, County of Riverside. If any legal action or other proceeding is brought to enforce the provisions of this Order, the prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in the action or proceeding, both at trial and on appeal, in addition to any other relief to which the prevailing party may be entitled.

**21. DISPUTES.** Any dispute that may arise under or in connection with this Order with respect to the rights, duties, or obligations of the parties will be reduced to writing and submitted for resolution to ascending levels of management of the respective parties up to the senior executive of the parties. Any dispute that cannot be resolved to both parties' mutual satisfaction, after good faith negotiations, within thirty (30) calendar days from the date the written claim is received by the other party, or such additional time as the parties agree upon, in writing, may, upon agreement of the parties, be settled by non-binding arbitration administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules in the English language. The arbitration court will be composed of three (3) arbitrators, one of whom will be named by Vendor and the other named by Cassidian. The third arbitrator, who will serve as chair, will be selected in accordance with the rules of the AAA. The Arbitrators will decide each issue that is presented to them by a majority vote, and their decision will be in writing and will be final and conclusive. Judgment upon the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. The Arbitrators' award will be limited by the provisions of these Terms and Conditions. The Arbitrators will have the authority but not the obligation to award the costs of arbitration and reasonable attorneys' fees and expenses to the prevailing Party; however, if the Arbitrators do not award such costs, fees and expenses, each Party will be responsible for the costs, fees and expenses it incurred in connection with the arbitration, except that the costs and fees imposed by the Arbitrators for their expenses will be borne equally by the parties. Notwithstanding the foregoing, Cassidian may seek injunctive relief in any court of competent jurisdiction against Vendor for improper use or disclosure of Proprietary Information and/or Confidential Information.

**22. NOTICES.** Any notice contemplated by or made pursuant to this Order will be in writing and will be deemed delivered on the date of delivery if delivered personally or by facsimile, or five (5) days after mailing if placed in the U.S. mail, postage prepaid, registered or certified mail, return receipt requested, addressed to Vendor or Cassidian (as the case may be) at the address shown on this Order, or such other address as will be designated by at least ten (10) days prior written notice.

**23. AMENDMENT OR WAIVER.** No provision of this Order shall be deemed waived, amended, or modified by either party unless such waiver, amendment or modification is in writing and contains the signature of an authorized representative of the party against whom it is sought to be enforced. For purposes of this section, an electronic mail shall not constitute a writing. Either Party's failure to enforce any of the provisions of this Order or any purchase order thereunder shall not be construed as a waiver of such provisions or rights, or affect the validity of this Order or purchase Order.

**24. SEVERABILITY.** If any part, term or provision of this Order is held to be void, illegal or unenforceable, the validity of the remaining portions or provisions shall not be affected thereby.

**25. ASSIGNMENT AND SUBCONTRACTING.** Except as hereinafter provided, neither this Order nor any right or obligation hereunder may be transferred, assigned or delegated by either party without the prior written consent of the other, which consent shall not be unreasonably withheld. Any attempted assignment, delegation or transfer shall be void except in the case of assignment by a party to its parent, or to any subsidiary or to a successor in interest in the course of a merger or sale of all/substantially all of a party's assets.

**26. RELATIONSHIP OF THE PARTIES.** The relationship of the parties hereunder shall be and remain as independent contractors and nothing herein shall be construed to be inconsistent with this relationship or status. Nothing in this Order shall be deemed to construe, create, give effect to, or otherwise recognize a joint venture, partnership, or similar arrangement between the Parties.

**27. AUTHORITY.** Each party hereto represents and warrants that (i) it has obtained all necessary approvals, consents and authorizations of third parties and governmental authorities to enter into this Order and to perform and carry out its obligations thereunder; (ii) the persons executing this Order on its behalf have express authority to do so, and, in so doing, to bind the party thereto; (iii) the execution, delivery, and performance of this Order does not violate any provision of any bylaw, charter, regulation, or any other governing authority of the party; and (iv) the execution, delivery and performance of this Order has been duly authorized by all necessary partnership or corporate action and this Order is a valid and binding obligation of such party, enforceable in accordance with its terms.

**28. SURVIVAL OF PROVISION.** The parties agree that Sections 7, 11, 12, 13, 14, 20 and 28, shall survive the term of this Order. Further, where the context of any provision indicates an intent that it shall survive the term of this Order then it shall survive.

**28. ENTIRE AGREEMENT; ORDER OF PRIORITY.** This Order, including its Exhibits, Schedules, Attachments and any amendments thereto shall constitute the entire understanding between the parties concerning the subject matter hereof and supersede all prior discussions, agreements and representations, whether oral or written and whether or not executed by Vendor and Cassidian. To the extent there is a conflict between these Terms and Conditions and language found in the other sections of this Order, including its Exhibits, Schedules and Attachments, then such conflict shall be resolved according to the following order of priority: (i) Exhibits, Schedules and Attachments; (ii) the Terms and Conditions.

**29. CAPTIONS.** Article and section headings used herein are for convenience only and are not a part of this Order and shall not be used in construing it.

**30. COUNTERPARTS.** This Order may be executed in one or more counterparts, all of which taken together shall constitute one instrument. Once fully executed, it will become effective as of the Effective Date stated above. Delivery of an executed signature page of this Order by facsimile transmission or electronic photocopy (i.e., "pdf") shall be equally effective as manual delivery of an original signed counterpart hereof.

**Vendor**

**Cassidian Communications**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_