THE AEROSPACE CORPORATION
PURCHASE ORDER TERMS AND CONDITIONS
FIXED PRICE SUPPLIES

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1. DEFINITIONS: “Buyer” means The Aerospace Corporation. “Seller” means the party with whom Buyer is contracting. “Purchase Order” (Order) means the name or title of the instrument of contracting, including all documents, exhibits, and attachments referenced therein. "Products" means those goods, supplies, materials, articles, items, parts, software or components described in the Order.

2. ACCEPTANCE OF ORDER: Seller's acceptance is expressly limited to the written terms of this Order. Buyer hereby objects to any additional or different terms contained in Seller's acceptance. No additional or different terms shall be binding on Buyer unless agreed to in writing and signed by an authorized member of Buyer's Procurement Department. Any of the following acts of Seller shall constitute acceptance of this Order: signing and returning a copy of this Order; commencement of performance; or informing Buyer of commencement.

3. ACCEPTANCE OF PRODUCTS: Acceptance of the Products shall occur when Buyer determines that the Products meet all of the conditions and requirements of this Order.

4. SHIPMENTS AND DELIVERIES: (a) Time is of the essence in the performance of this Order. Delivery of Products shall be in strict conformance with the specified quantities, schedule, and the other requirements specified in this Order. If at any time it appears that Seller may not meet the delivery schedule, Seller shall immediately notify an authorized member of Buyer’s Procurement Department of the reason and length of delay. Seller shall make every effort to avoid or minimize the delay to the maximum extent possible including the expenditure of premium time and most expeditious transportation. Any additional costs caused by these requirements shall be paid by Seller. Acceptance of overshipment or undershipment as satisfactory compliance with this Order shall be at the option of the Buyer.

(b) Seller shall be responsible for the proper packaging of Products. All shipments are to be packaged in such a manner as to provide adequate protection of the Products and safety thereof in transit. If this Order calls for delivery of Products in installments, each installment shall be accompanied by a delivery or packing slip marked with the applicable: (i) Order number; (ii) delivery or packing slip number; (iii) Seller's part number and quantity. Packaging, transportation, insurance for Products in transit, delivery, and similar costs shall be paid by Seller, unless otherwise agreed to in writing by Buyer.

(c) Unless otherwise agreed to in writing by an authorized member of Buyer’s Procurement Department, the Products shall be delivered F.O.B. Buyer's designated location. Risk of loss shall remain with Seller until Buyer accepts the Products, except for loss or damage caused by the negligence of Buyer. Passing of title shall not constitute acceptance or relieve Seller of its obligations under this Order.

5. INVOICES AND PAYMENT: No invoice shall be issued prior to the delivery of Products unless otherwise agreed to in writing by Buyer. Invoices shall be mailed in accordance with the instructions in the Order. Payment due dates, including discounts (if any), will be calculated from the date of Buyer's receipt of an accurate invoice. Payment shall not constitute acceptance of the Products delivered.

6. INSPECTION: Seller agrees to provide access to Seller’s facilities at all reasonable times for inspection of Products by Buyer and its customers, including during manufacture and before shipment. Seller shall provide all information, facilities, tools, and assistance reasonably necessary for inspection without additional charge. Buyer’s final inspection shall be at the destination in accordance with Buyer's procedures, notwithstanding inspection at the source. Any tender of Products which are nonconforming or defective as to

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quality, quantity, delivery schedule, design (unless Buyer provided the design), or material and workmanship shall constitute a material breach of this Order and Buyer shall have the absolute right to reject such Products. Buyer shall notify Seller as to such rejection within thirty (30) days after discovery and Buyer may, at its option: (a) rescind this Order; (b) require Seller to correct any nonconforming or defective Products at Seller's sole cost and expense; (c) reject the nonconforming or defective Products and return the nonconforming or defective Products to Seller for a complete refund; (d) accept all or part of the Products at an equitable price reduction; or (e) if Seller fails to correct the nonconforming or defective Products within sixty (60) days after notice by Buyer, Buyer may, by contract or otherwise, correct the nonconforming or defective Products and charge the Seller for all such costs and expenses connected therewith. Seller shall provide Buyer with Seller's return authorization number and any shipping charges for returning Products to Seller shall be paid by Seller, unless otherwise agreed to in writing by Buyer. Seller shall not re-tender rejected Products without disclosing the corrective action taken. This clause shall not limit Buyer’s rights or Seller's obligations under any other provision of this Order or in law or in equity. Buyer's failure to inspect any of the Products shall not relieve Seller of its obligations under this Order.

7. LIMITED WARRANTY: (a) Seller warrants that: (1) for a period of one (1) year from the date of acceptance, all Products shall strictly conform to the applicable specifications, drawings, samples, descriptions, and other requirements of this Order, and be free from defects in design (unless Buyer provided the design), material, and workmanship; (2) all Products shall be free and clear of any liens, encumbrances, or restrictions and will not infringe or violate any patents, copyrights, trademarks, trade secrets, or other proprietary rights or intellectual property rights of any third parties; and (3) if any deliverables include any computer programs or software code (“software”): (i) the software and its media shall contain no computer instructions or inappropriate functions whose purpose or result is to disrupt, damage, or interfere with Buyer's or its customer's use of or access to the software or any of their data, programs, or computer telecommunications facilities; and (ii) unless expressly authorized in writing by Buyer, such software shall not contain (a) any mechanism which electronically notifies Seller of any fact or event, or (b) any key, node lock, time-out, logic bomb, or other functions, implemented by any means, which may restrict Buyer's or its customer's use of or access to the software or any other programs, data, or equipment. Seller's warranty shall be enforceable by Buyer and its customers. Upon notice by Buyer, Seller agrees to: (1) promptly correct any nonconforming or defective Products at no cost to Buyer, and the original warranty shall be extended by the period during which the Products were unavailable to Buyer; (2) accept return of the nonconforming or defective Products and provide Buyer with a complete refund, or (3) provide Buyer with a reduction in the price of this Order for the nonconforming or defective Products. Seller shall provide Buyer with Seller's return authorization number, and any shipping charges for returning Products to Seller shall be paid by Seller, unless otherwise agreed to in writing by Buyer. If Seller fails to correct any nonconforming or defective Products, within sixty (60) days after notice by Buyer, the Buyer may, by contract or otherwise, correct any nonconforming or defective Products and charge Seller for all such costs and expenses connected therewith. This clause shall not limit Buyer's rights or Seller's obligations under any other provision of this Order or in law or in equity. This limited warranty does not apply to any defects caused by the negligence of Buyer with respect to the handling, storage, testing, installation, or repair of the Products, or to damage caused by fire, water, or other casualty after delivery to Buyer.

(b) THE PRECEDING ARE SELLER'S ONLY WARRANTIES CONCERNING THE SERVICES AND PRODUCTS, AND ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

8. CHANGES: (a) Buyer may, at any time, issue a written change notice to: suspend performance of this Order, in whole or in part; or make changes in the quantities, delivery schedules, methods of shipment and packaging, and any Buyer-provided specifications, drawings, and designs. Whether pursuant to this clause or by mutual agreement, changes shall not be binding on Buyer until agreed to in writing by an authorized member of Buyer’s Procurement Department. The issuance of information, advice, approvals, or instructions by Buyer’s technical personnel or other representatives shall be deemed expressions of personal opinion only, and shall not affect Buyer’s and Seller's rights and obligations hereunder unless the same is in writing and stating that it constitutes a modification or change to this Order, and is signed by an authorized member of Buyer’s Procurement Department.

(b) If the change results in an increase or decrease in the cost of the Products or the time required to manufacture and deliver the Products, an equitable adjustment shall be made in the purchase price or delivery schedule, or both, and this Order shall be modified in writing. For any change issued by Buyer, Seller may submit a written request for equitable adjustment proposal for the impact caused by the change, including all necessary documentation to substantiate its proposal. Any proposal by Seller for an equitable adjustment shall be unconditionally waived unless it is made in writing and submitted to a member of Buyer’s Procurement Department within thirty (30) days from receipt of Buyer's written change notice, except that Buyer may, at its discretion, receive and act upon any such proposal so made at any time prior to final payment. Nothing in this clause shall excuse Seller from proceeding without delay to perform this Order as changed, including the failure of the parties to agree on any equitable adjustment to be made under this clause. If Seller claims the cost of any property
made obsolete or excess as a result of a change, Buyer shall have the right to acquire the property for the claimed cost or otherwise prescribe the manner of disposition of such property. Buyer has the right to examine Seller's pertinent books and records for the purpose of verifying Seller's proposal or claim, or both.

9. TAXES: All federal, state, and local taxes billed to Buyer shall be separately stated in Seller's invoices.

10. SELLER'S DATA: Seller retains all proprietary rights in and to all designs, engineering details, schematic drawings, and other similar data pertaining to the Products supplied under this Order, except to the extent provided by Buyer.

11. INTELLECTUAL PROPERTY INDEMNIFICATION: If the Products supplied under this Order become the subject of a claim of infringement of any U.S. or foreign patents, copyrights, or other intellectual property rights, Seller agrees to defend, indemnify, and hold Buyer and its Trustees, officers, employees, agents, and customers ("Indemnified Parties") harmless from all claims, losses, damages, or liabilities (including reasonable attorneys' fees, court costs, and other related costs and expenses including those incurred to pursue this indemnification by cross complaint or other legal action) relating to the actual or alleged infringement, provided Buyer gives Seller prompt written notice of such claim, allows Seller to direct the defense and settlement of the claim, and cooperates reasonably with Seller as necessary for defense and settlement, all at Seller's expense. Seller will have no liability under this clause for any infringement claim arising from the following: (a) Seller's compliance with specifications or instructions issued by the Buyer with respect to manufacturing the Products; (b) where such claim or action would have been avoided but for modification by the Buyer of the Products after acceptance; or (c) Buyer's continued use of the Products after being notified by Seller of the alleged infringement or after being notified by Seller of modifications that would have avoided the alleged infringement. If Seller fails to defend, Buyer may defend or cause to be defended such claim at Seller's expense. If use of any Products are enjoined as a result of such claim, Seller, at no expense to Buyer, shall: (a) obtain for Buyer and its customer the right to use and sell the Products; (b) modify the Products to render them noninfringing but functionally equivalent; (c) post a satisfactory bond to permit Buyer's continued use of the Products; (d) substitute equivalent Products acceptable to Buyer and extend this indemnity thereto; or (e) if, in Seller's opinion, neither items (a) through (d) are feasible, accept return of the Products and refund the costs and expenses paid by Buyer. The rights and obligations of this clause shall survive completion or termination of this Order.

12. RELEASE OF INFORMATION: Except as may be required by law or to insure performance of this Order, Seller (and Seller's subcontractors at any tier) shall not, without the prior written consent of a member of Buyer's Procurement Department: (a) disclose any information regarding this Order, except to Seller's independent auditors, accountants, attorneys, or government agencies; (b) use the name and trademarks of the Buyer or any of its employees, or any adaptation thereof, in publicity, advertising, press releases, marketing activities, annual reports, in-house newspapers, promotional or sales literature, research reports, or on any website; and (c) use the Buyer or any of its employees as a reference in any manner whatsoever to promote the Seller's Products, services, and capabilities.

13. PROPERTY FURNISHED TO SELLER BY BUYER: (a) Buyer shall retain title and right of immediate possession to all Buyer-owned property furnished to Seller for Seller's use in the performance of this Order (e.g., tools and tooling, designs, patterns, drawings, specifications, reports, data, and materials). Without the prior written consent of an authorized member of Buyer's Procurement Department, the property shall not be used for any purpose other than the performance of this Order. All property furnished by Buyer shall be segregated by Seller and shall be clearly marked for identification as Buyer's property. Seller shall keep an inventory of all property which is furnished by Buyer and shall furnish copies of such inventories to Buyer upon request. Seller shall protect, preserve, and maintain such property in accordance with accepted industrial practices. Upon Buyer's request or upon completion or termination of this Order, all Buyer-owned property, together with all excess Buyer-furnished material shall be returned to Buyer or otherwise disposed of as Buyer may direct. Seller shall be responsible for all loss or damage to Buyer's property, except for normal wear and tear.

(b) If Buyer furnishes any U.S. Government-owned property to Seller for Seller's use in the performance of this Order, title and right to immediate possession shall remain with the U.S. Government. Seller shall maintain and administer a program for the protection of U.S. Government property in accordance with Federal Acquisition Regulations (FAR) 45.5 and accepted industrial practices. Without the prior written consent of Buyer, such property shall not be used for any purpose other than the performance of this Order. All U.S. Government property furnished by Buyer shall be segregated by Seller and shall be clearly marked for identification as U.S. Government property. Seller shall keep an inventory of all U.S. Government property which is furnished by Buyer and shall furnish copies of such inventories to Buyer upon request. Upon Buyer's request or upon completion or termination of this Order, all U.S. Government property shall be returned to Buyer or otherwise disposed of as Buyer may direct. Seller shall be responsible for all loss or damage to the U.S. Government's property, except normal wear and tear.

14. TERMINATION: (a) Buyer may, by written notice to Seller, terminate all or part of this Order for default: (i) if Seller fails to deliver the Products within the time specified in this Order (or time specified by written extension); (ii) if Seller fails to perform any other material obligation under this Order, or fails to make progress as to endanger performance of this Order in
accordance with its terms, or fails to provide adequate assurance of future performance; or (iii) if Seller
becomes insolvent or seeks protection from creditors or has a receiver appointed for it, or otherwise
proceeds under the bankruptcy laws (voluntarily or involuntarily). Seller shall have fifteen (15) days (or
such longer period as Buyer may authorize in writing) to cure any such default. Seller shall continue to
perform its obligations under this Order to the extent not terminated. Buyer’s total liability shall be to pay
the Seller for Products delivered and accepted prior to the effective date of termination, but not already paid for
under this Order. Buyer may return and Seller shall have no claims against Buyer for Products not
accepted by Buyer or for rejected Products. In the event of default, Buyer may acquire the Products from
an alternative source and Seller shall be liable to the Buyer for any excess costs of reprourement.

(b) Buyer reserves the right upon written notice to Seller to terminate all or part of this Order for its
costs. In the event of such termination, Seller shall immediately cease all work under this Order and
shall immediately cause any and all of its suppliers and subcontractors to cease work. For Products specially
manufactured for Buyer, Buyer's only obligation shall be to pay Seller a percentage of the price reflecting the
percentage of the Products manufactured prior to the notice of termination, plus reasonable charges that
Seller can demonstrate to the satisfaction of Buyer, using generally accepted accounting principles. Seller
shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
For Products not specially manufactured for Buyer, Buyer's only obligation to Seller shall be payment of a
mutually agreed upon restocking or service charge. In no event shall Buyer be liable for any lost or anticipated
profits, or unabsorbed indirect costs or overhead, or for any sum in excess of the total price of this Order. Seller
shall continue with all work not terminated.

15. SUBCONTRACTING AND ASSIGNMENT: This
Order may not be subcontracted, assigned, or
otherwise transferred in any manner without the prior
written consent of a member of Buyer’s Procurement
Department. Any attempt to do so shall be void.
However, Seller may assign its rights to be paid monies due, or to become due, to a financing institution,
provided Buyer is promptly furnished a signed copy of the assignment reasonably in advance of the due date
for payment. Amounts assigned shall be subject to the right of Buyer to make, at any time, deductions by way
of setoff or recoupment for any present or future claims by Buyer against Seller. This right of setoff and
recoupment shall exist whether the subject of the setoff or recoupment arose before or after the assignment or
before or after any notice of assignment. Buyer shall have the right to make deductions without notice to the
assignee.

16. INDEMNIFICATION: Seller agrees to indemnify and
hold Buyer and its Trustees, officers, employees,
agents, and customers (hereinafter “Indemnified Parties”) harmless from any and all losses, damages,
liabilities, claims, demands, and expenses (including reasonable attorneys’ fees, court costs, and other
related costs and expenses including those incurred to pursue this indemnification by cross complaint or other
legal action) resulting from injury or harm (including death) to all persons or property (including employees
of Buyer and Seller and property of Buyer and Seller) caused by the negligence or willful misconduct of
Seller, its employees, and subcontractors in the performance of this Order. The rights and obligations of
this clause shall survive completion or termination of this Order.

17. PRICES: Seller warrants that the prices charged for
the Products do not exceed the price charged by Seller
to any other customers purchasing the same products
in similar quantities under similar conditions.

18. GOVERNMENT CONTRACTS &
GOVERNMENT CLAUSES:
(a) When a government contract number or the word
“military” appears on the face of the Purchase
Order Agreement Terms and Conditions or on the
face of any Order, then the terms and condition for
government contracts including the FAR and
DFARS provisions attached hereto and
incorporated herein by reference apply
Purchase
Order Agreement or any Order.

(b) If this Order is issued under a prime contract with
the U.S. Government, the Federal Acquisition
Regulations (FAR), the Defense Federal
Acquisition Regulations Supplement (DFARS)
and/or other clauses from Buyer’s contract with its
customer are incorporated herein by reference
either by citation or on a supplemental attachment.
If any of the clauses are not applicable by their
terms they shall be self-deleting.
(c) Where necessary to derive proper meaning in a
Order or subcontract when the FAR, DFARS or
other special provisions or clauses are flowed
down to Seller, then “Contractor” means “Seller”;
“Contracting Officer” means “Buyer”, “Contract”
means this Order and “Government” means
“Buyer or the Government”. However, the words
“Government” and “Contracting Officer” do not
change: (a) when a right, act, authorization or
obligation can be granted or performed only by the
Government or the prime contract Contracting
Officer or duly authorized representative and (b)
when title to property is to be transferred directly
to the Government.

(d) As may be directed by a clause, the Seller shall
either incorporate by reference or include the full
text of a clause in any lower tier subcontract
awarded or issued by the Seller to perform this
Order.

19. COMPLIANCE WITH LAWS: Seller shall comply with
all applicable Federal, state, and local laws,
regulations, and orders including, but not limited to, the
Immigration Reform and Control Act of 1986, the
Americans with Disabilities Act, and U.S. export laws
and regulations, where applicable.
20. INDEPENDENT CONTRACTOR: Each party is an independent contractor. Nothing in this Order shall be deemed or construed to create a joint venture, partnership, or employer-employee or agency relationship between the Buyer and Seller for any purpose. Seller's employees shall be paid exclusively by Seller. Buyer's employees shall be paid exclusively by Buyer. Each party shall comply with all obligations relating to its employees under Federal, state, and local laws, regulations, and orders regarding Minimum Wages, Social Security, Unemployment Insurance, and Federal and State Income Tax.

21. CONSEQUENTIAL DAMAGES: IN NO EVENT SHALL SELLER OR BUYER BE LIABLE TO EACH OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE LOSSES, DAMAGES, OR EXPENSES (INCLUDING LOST PROFITS OR SAVINGS) EVEN IF THEY HAVE BEEN ADVISED OF THEIR POSSIBLE EXISTENCE.

22. REMEDIES, VALIDITY, WAIVER: Buyer's remedies herein shall be cumulative and in addition to any other remedies provided by law or equity. The invalidity in whole or in part of any provision of this Order shall not affect the validity of the other provisions. A waiver of a breach of any provision of this Order shall not constitute a waiver of any subsequent breach of that provision or a breach of any other provision. Failure of the Buyer to enforce at any time, or from time to time, any provision of this Order shall not be construed as a waiver thereof.

23. DISPUTES AND GOVERNING LAW: Either party may litigate any dispute arising out of the performance of this Order before any court of competent jurisdiction.

(a) Prior to bringing any litigation action, both parties agree to utilize respective internal resources, including escalation to company principals to resolve disputes. Any dispute made by Seller shall be in writing to an authorized member of Buyer's Procurement Department and, unless otherwise stated in this Order, submitted within two (2) years after performance of Services or delivery of Products, or both. A claim by the Seller under the termination clause of this Order shall be made in writing to an authorized member of Buyer's Procurement Department and, unless otherwise stated in this Order, submitted within sixty (60) days after termination. Any claim not submitted within the prescribed time limits set forth herein shall be considered invalid. In no event shall Buyer be obligated to pay Seller any amount in excess of the price of this Order.

(b) The parties will work together in good faith to resolve any disputes relating to the Order. If the parties are unable to resolve the dispute within thirty (30) days following the date one party sent written notice of the dispute to the other party, the parties may agree to participate in non-binding mediation.

(c) Pending final resolution of any dispute, the Seller shall proceed diligently with the performance of this Order and in accordance with Buyer’s instructions. Irrespective of the place of performance, this Order will be construed and interpreted in accordance with the laws of the State of California (excluding its conflict of law principles) provided, however, the FAR clauses contained in this Order shall be construed and interpreted in accordance with the Federal law of Government contracts as enunciated and applied by judicial bodies and boards of contract appeals.

(d) Except as may be expressly set forth in this Order or expressly permitted under a FAR or DFARS clause applicable to this Order, the Subcontractor shall not acquire any direct claim or direct course of action against the U.S. Government.

24. NOTICES: Any notice or other communication herein required or that may be given pursuant to this Order shall be deemed received three (3) day after transmitted provided the correspondence is appropriately addressed, using registered mail, return receipt requested, or any of the express mail services.

25. ORDER OF PRECEDENCE: In the event of any inconsistency between any of the contract documents, the order of precedence shall be: (a) the provisions on the face of the Order; (b) the statement of work; (c) specifications or drawings, or both incorporated by reference; (d) these Terms and Conditions; (e) other referenced documents, unless otherwise specified in the Order.

26. EXPORT CONTROL: Seller shall comply with, and control the disclosure of and access to, defense articles and services, and related technical data received, disclosed, or generated under this Purchase Order in accordance with the U.S. export control laws and regulations including, but not limited to, the Export Administration Regulations (EAR), 15 C.F.R. Parts 730-774, and the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120-130, including the requirements to obtain an export license, as applicable. Seller is advised and acknowledges that export controlled items or related technical data (or both) may not be exported, disclosed, or transferred to foreign businesses or governments, or to any “foreign person” as defined in 22 C.F.R §120.16, whether located in the United States or abroad. Without limiting the foregoing, the Seller agrees that it will not disclose or transfer any export-controlled items or related technical data (or both) to include transfer to foreign persons employed by or associated with the Seller, or under contract to the Seller, without the authority of any export license or applicable export license exemption. The Seller shall obtain the written consent of the Buyer prior to submitting any request for authority to export any such export controlled items or related technical data (or both). The Seller shall defend, indemnify and hold the Buyer harmless from all claims, demands, damages, costs, fines, penalties, reasonable attorney’s fees, and all other reasonable costs and expenses arising from failure to comply with this requirement. The Seller shall include the substance of this clause in all subcontracts that are expected to involve access to
or the generation of export-controlled items or related technical data (or both).

27. COUNTERFEIT GOODS:
(a) Seller shall not furnish Counterfeit Goods to Buyer, defined as goods or separately-identifiable items or components of Goods that: (i) are an unauthorized copy or substitute of an Original Equipment Manufacturer or Original Component Manufacturer or Original Software Developer (collectively, “OEM”) item; (ii) are not traceable to an OEM sufficient to ensure authenticity in OEM design and manufacture; (iii) do not contain proper external or internal materials or components required by the OEM or are not constructed in accordance with OEM design; (iv) have been re-worked, re-marked, re-labeled, repaired, refurbished, or otherwise modified from OEM design but not disclosed as such or are represented as OEM authentic or new; or (v) have not passed successfully all OEM required testing, verification, screening, and quality control processes. Notwithstanding the foregoing, Goods or items that contain modifications, repairs, re-work, or re-marking as a result of Seller’s or its subcontractor’s design authority, material review procedures, quality control processes or parts management plans, and that have not been misrepresented or mismarked without legal right to do so, shall not be deemed Counterfeit Goods. Counterfeit Goods shall be deemed nonconforming to this Contract.

(b) Seller shall implement an appropriate strategy to ensure that goods furnished to Buyer under this Contract are not Counterfeit Goods. Seller’s strategy shall include, but is not limited to, the direct procurement of items from OEMs or authorized suppliers, conducting approved testing or inspection to ensure the authenticity of items, and, when items are to be procured from non-authorized suppliers, obtaining from such non-authorized suppliers appropriate certificates of conformance that provide one or more of the following: (i) the OEM’s original certificate of conformance for the item; (ii) sufficient records providing unbroken supply chain traceability to the OEM; or (iii) test and inspection records demonstrating the item’s authenticity.

(c) If Seller becomes aware or suspects that it has furnished Counterfeit Goods to Buyer under this Contract, Seller promptly, but in no case later than thirty (30) days from discovery, shall notify Buyer and replace, at Seller’s expense, such Counterfeit Goods with OEM or Buyer-approved goods that conform to the requirements of this Contract. Seller shall be liable for all costs related to the replacement of Counterfeit Goods and any testing or validation necessitated by the installation of authentic goods after Counterfeit Goods have been replaced.

(d) Seller bears responsibility for procuring authentic goods or items from its subcontractors and shall ensure that all such subcontractors comply with the requirements of this Article.