

LATITUDE CORP
ADDITIONAL TERMS AND CONDITIONS IN SUPPORT OF A
U.S. GOVERNMENT PRIME CONTRACT OR SUBCONTRACT

1. **RATED ORDER.** If this is a "rated order" certified for national defense use, Seller shall follow all the requirements of the Defense Priorities and Allocation System Regulations (15 C.F.R. Part 700).

2. **CERTIFICATIONS.** By accepting or performing this Purchase Order, Seller certifies that:

a. Neither Seller nor any of its Principals are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency. "Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

b. Neither Seller nor any of its affiliates are owned or controlled by the government of a country that is a state sponsor of terrorism.

c. Seller: (i) is in compliance with Sec. 202 of Executive Order 11246, as amended by Executive Order 11375, and subsequent Executive Orders and the Rules and Regulations set forth by the Secretary of Labor in effect as of the date of this Executive Order; (ii) does not and will not provide or maintain at any of its establishments, nor permit its employees to perform their services at any location under its control where there are maintained segregated facilities; and (iii) agrees that a breach of this Certification violates the Equal Employment clause of Executive Order 11246. "Segregated Facilities" means facilities which are in fact segregated on a basis of race, color, religion, sex or national origin. Seller agrees to: (1) obtain an identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; and (2) maintain such certifications in its files. The penalty for making a false representation is prescribed under 18 U.S.C. 1001 and any such false representation shall be a material breach of this Purchase Order.

d. If it has participated in a previous prime contract or subcontract subject to FAR 52.222-26, "Equal Opportunity," that Seller has filed all required compliance reports.

e. If it has previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor (41 CFR 601 and 60-2), that Seller has developed and has on file at each establishment affirmative action programs required by such rules and regulations.

f. If Seller is registered in the System for Award Management ("SAM"), the size or socioeconomic representations and certifications in SAM (or any other successor system) are current, accurate and complete as of the date of Seller's offer.

g. To the best of its knowledge and belief that no Federal appropriated funds

have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this Purchase Order. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of Seller with respect to this Purchase Order, Seller shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. Seller need not report regularly employed officers or employees of Seller to whom payments of reasonable compensation were made. Submission of this certification and disclosure is a prerequisite for making or entering into this Purchase Order imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure. As used in this Certification, "Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8) and the remaining terms are defined in FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions."

3. CERTIFICATES OF CONFORMANCE. Unless otherwise specified in the Purchase Order, the Seller shall include with each shipment a certificate of conformance whereby the Seller certifies that the materials or services supplied are of the quantity specified and conform in all respects with the purchase order and or contract requirements and that the materials were mined, produced, or manufactured in the United States except where specifically noted. The Seller must certify that if specialty metals are used, the materials comply with the specialty metals restrictions implemented through the DFARS. The certificate of conformance shall further include the following:

- Supplier Name
- Supplier Location
- Cage Code
- Customer Name
- Purchase Order # & Line #
- Purchase Order Qty
- Part Number/Rev
- Drawing Number
- Part Description
- Our Job/Lot Number
- Job/Lot Qty
- PO Ship Qty from Job/Lot.

Latitude will not accept shipments of Supplies that do not contain a properly executed Certificate of Conformance as required in this Section 3.

4. EXPORT CONTROLS AND ECONOMIC SANCTIONS:

a. Seller agrees to comply with all applicable export and re-export control laws and regulations, including but not limited to the Export Administration Regulations (EAR) maintained by the U.S. Department of Commerce, the International Traffic in Arms Regulations (ITAR) maintained by the Department of State, trade and economic sanctions regulations maintained by the Department

of Treasury's Office of Foreign Assets Control (OFAC regulations) or the Department of State's Office of Economic Sanctions Policy and Implementation, and any export controls or economic sanctions maintained by the European Union or any other government.

b. Seller shall be responsible for maintaining a current registration with the Department of State (if it is engaged in the manufacture of ITAR-controlled defense articles) and for obtaining any license required under the EAR, ITAR, OFAC regulations, or other export control or economic sanctions regime required for the sale at issue to Latitude. Seller will identify in writing to Latitude those items, technology, and software for which an export license is required and provide export classification and licensing information necessary for export documents, including but not limited to the classification of items under the applicable export control regimes (e.g., Export Control Classification Numbers under the Commerce Control List or Categories under the U.S. Munitions List), the applicability of license exceptions, and licenses obtained by Seller. If the articles or technical data are sourced from outside the United States, or are otherwise subject to the export control laws of a country other than the United States, it is the responsibility of the Seller to so notify Latitude and to comply with all export control regulations of that country as related to the sale or transfer of the article.

c. Any controlled technical data (including, but not limited to, drawings, designs, specifications, blueprints, CAD information, and other technical documents or electronic information related to the production, manufacture, or maintenance of a controlled article) that is provided to Latitude shall be appropriately labeled as controlled pursuant to either the ITAR or the EAR. Any controlled technical data that is communicated to Latitude shall be provided using secure communication protocols designed for the purpose of complying with the export control regulations. Under no circumstances should such information be emailed using systems that are not designed for the secure communication of controlled technical data.

d. Seller agrees that no goods, technology, or software supplied are sourced from or originate from (a) any country or government subject to U.S. or EU economic sanctions; (b) any person designated as a Specially Designed National by OFAC, any person blocked by the EU pursuant to EU economic sanctions, or blocked pursuant to any other economic sanctions regime; or (c) any person who is restricted or debarred pursuant to the ITAR, the EAR, or the U.S. Department of Defense Federal Acquisition Regulations.

e. Where the sale or transfer of a defense article subject to the ITAR or a dual-use item that is subject to the 600-series controls of the EAR is to occur, Seller is responsible for safeguarding all ITAR- or EAR-controlled technical data until the article at issue is received by Latitude, including for both the export of the technical data to a non-U.S. destination and allowing its access by a non-U.S. national within the United States. Seller will also safeguard the physical security of any defense articles or 600-series articles produced, including both within its facility and while being shipped, to ensure the defense or 600-series article cannot be accessed by a non-U.S. national and is not shipped to a foreign country without an appropriate license from the State or Commerce Department. Where the Seller is arranging shipping of a controlled article, it is the responsibility of the Seller to use a carrier that maintains procedures designed to comply with the requirements of the export control regulations, and to provide any required notifications to the carrier that the shipment involves a controlled article.

f. If the Seller is a signatory to a Technical Assistance Agreement or a Manufacturing License Agreement with Latitude, Seller is required to provide prompt notification of any changed

circumstances that would require modification to the terms of such an Agreement, including any potential violation of the terms of the Agreement, any ineligibility to export, any Department of State investigation into export control violations, any self-disclosure of potential export controls violations, any addition of non-U.S. personnel to any project covered by such an Agreement, or any other circumstances that affect the ability of Seller to perform pursuant to the terms of the Agreement.

g. Seller shall immediately notify Latitude 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 by the United States Government.

h. Seller shall ensure that it prepares and provides an invoice for each shipment that would allow Latitude to comply with the export requirements of U.S. Customs & Border Protection (CBP). Seller shall further ensure that the invoice contents accurately and completely reflect the transaction subject to this Purchase Order and provide the following information: (a) the name and address of the Seller; (b) the terms of sale; (c) the total quantity of goods being shipped; (d) a description of the goods being shipped; (e) the country of origin of the goods; (f) the valuation of the goods; (g) the currency in which the goods are priced; and (h) any discounts that have been included for the shipment, if not reflected in the unit price.

i. Seller shall promptly notify Latitude of any suspected export control or economic sanctions violation. Seller agrees that it will fully cooperate in any export controls investigation related to the subject matter of the Purchase Order, including by providing full access to relevant personnel and records to aid Latitude in the investigation of any suspected violation, following reasonable notice by Latitude.

j. Seller agrees to indemnify Latitude for any fines, penalties, claims, losses, damages, costs (including legal costs), expenses and liabilities (including costs of investigation of potential export controls or economic sanctions violations) that may arise as a result of Seller's breach of any of the export control or economic sanctions provisions within this Section 4.

5. FAR/DFARS CLAUSES. The following clauses set forth in the Federal Acquisition Regulation ("FAR" available at <https://www.acquisition.gov/browsefar>) and the Department of Defense FAR Supplement ("DFARS" available at <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>), in effect as of the date identified below are incorporated herein by reference with the same force and effect as if they were given in full text. For purposes of this Purchase Order, the following clauses shall operate, impose the obligations and responsibilities of the parties and be interpreted as if "Government" means "Latitude," "Contracting Officer" means an authorized representative of Latitude's purchasing department, "Contract" means this "Purchase Order," "Offeror" means "Seller," "Contractor" means "Seller," and "Disputes clause" means the disputes provisions in this Purchase Order. Seller shall also include these FAR and DFARS clauses in each lower-tier subcontract it issues, as applicable.

FAR	Clauses	Date
52.202-1	Definitions	NOV 2013
52.203-6	Restrictions on Subcontractor Sales to the Government, (applies to Purchase Orders with a value over \$150,000)	SEP 2006

52.203-7	Anti-Kickback Procedures (applies to Purchase Orders with a value over \$150,000, except paragraph (c)(1))	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (applies to Purchase Orders with a value over \$150,000)	OCT 2010
52.203-13	Contractor Code of Business Ethics (applies to Purchase Orders that: (i) have a value exceeding \$5.5 million; and (ii) have a performance period of more than 120 days)	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (applies to Purchase Orders with a value exceeding \$150,000)	APR 2014
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (applies to Purchase Orders with a value exceeding \$30,000)	OCT 2015
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority and Allocation Requirements (applies to Rated Purchase Orders)	APR 2008
52.219-8	Utilization of Small Business Concerns (applies to Purchase Orders that offer subcontracting opportunities)	NOV 2016
52.222-4	Contract Work Hours and Safety Standards — Overtime Compensation (applies to Purchase Orders that may require or involve the employment of laborers and mechanics)	MAY 2014
52.222-20	Contracts for Materials, Articles, and Equipment Exceeding \$15,000 (applies to Purchase Orders with a value exceeding \$15,000)	MAY 2014
52.222-21	Prohibition of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEPT 2016
52.222-35	Equal Opportunity for Veterans (applies to Purchase Orders with a value equal to or exceeding \$150,000)	OCT 2015
52.222-36	Affirmative Action for Workers with Disabilities (applies to Purchase Orders with a value exceeding \$15,000)	JUL 2014
52.222-37	Employment Reports on Veterans (applies to Purchase Orders with a value equal to or exceeding \$150,000)	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (applies to Purchase Orders with a value exceeding \$10,000 that will be performed wholly or partially in the United States)	DEC 2010

52.222-41	Service Contract Labor Standards (applies to Purchase Orders for services that are subject to the Service Contract Labor Standards)	MAY 2014
52.222-50, Alt I	Combating Trafficking in Persons (the requirements of paragraph (h) of the clause only apply to the portion of the Purchase Order that: (i) is for supplies, other than commercially available off-the-shelf items, acquired outside the United States; and (ii) has an estimated value that exceeds \$500,000)	MAR 2005
52.222-54	Employment Eligibility Verification (applies to Purchase Orders that: (i) are for services; (ii) have a value exceeding \$3,000; and (iii) include work performed in the United States)	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658 (applies to Purchase Orders for services that are subject to the Service Contract Labor Standards and are to be performed in whole or in part in the United States)	DEC 2015
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons	JUL 2016
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (applies to Purchase Orders with a value exceeding \$3,000)	AUG 2011
52.225-1	Buy American Act—Supplies (applies only if the Purchase Order includes the clause and expressly states that it is for the delivery of end products that will be delivered directly to the government as-is (e.g., spare parts))	MAY 2014
52.225-5	Trade Agreements (applies in lieu of FAR 52.225-1, and only if the Purchase Order includes this clause and expressly states that it is for the delivery of end products that will be delivered directly to the government as-is (e.g., spare parts))	OCT 2016
52.225-8	Duty-Free Entry	OCT 2010
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent (applies to Purchase Orders with a value exceeding \$150,000)	DEC 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (applies to Purchase Orders with a value over \$150,000)	DEC 2007
52.227-9	Refund of Royalties (applies to Purchase Orders in which the amount of royalties reported during negotiation of the Purchase Order exceeds \$250)	APR 1984

52.232-40	Providing Accelerated Payments to Small Business Subcontractors (applies to Purchase Orders awarded to small businesses)	DEC 2013
52.234-1	Industrial Resources Developed Title III, Defense Production Act	SEPT 2016
52.242-13	Bankruptcy	JUL 1995
52.244-6	Subcontracts for Commercial Items	NOV 2017
52.245-1	Government Property (applies to Purchase Orders that involve receipt or purchase of Government property)	JAN 2017
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	FEB 2006
52.248-1	Value Engineering (applies to Purchase Orders with a value exceeding \$150,000)	OCT 2010
52.249-2	Termination for Convenience of the Government (Fixed-Price) (In paragraph (c), the term "120 days" is changed to "45 days", in paragraph (d) the term "15 days" is changed to "45 days" and the term "45 days" is changed to "90 days", in paragraph (e), the term "1 year" is changed to "60 days", and in paragraph (1), the term "90 days" is changed to "30 days")	APR 2012

DFARS	Clauses	Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirements to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7000	Disclosure of Information (applies to Purchase Orders when the Seller will have access to or generate unclassified information that may be sensitive and inappropriate for public release)	OCT 2016
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.211-7000	Acquisition Streamlining (applies to Purchase Orders with a value exceeding \$1.5 million)	OCT 2010
252.211-7003	Item Unique Identification and Valuation	MAR 2016
252.211-7007	Reporting of Government-Furnished Property (applies to Purchase Orders that include FAR 52.245-1 and Seller is possession of Government Property)	AUG 2012
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7001	Hazard Warning Labels (applies to Purchase Orders for goods that require submission of hazardous material data sheets)	DEC 1991

252.223-7008	Prohibition of Hexavalent Chromium (applies to Purchase Orders for the acquisition of supplies, maintenance and repair services, or construction)	JUN 2013
252.225-7001	Buy American and Balance of Payments Program – Basic (applies to Purchase Orders in lieu of FAR 52.225-1)	DEC 2016
252.225-7002	Qualifying Country Sources as Subcontractors	DEC 2016
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (applies to Purchase Orders for the acquisition of items covered by the United States Munitions List of the International Traffic in Arms Regulations)	SEP 2006
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (excluding paragraph (d)) (applies to Purchase Orders that exceed \$150,000 and require delivery of items that contain specialty metals)	OCT 2014
252.225-7013	Duty-Free Entry (applies in lieu of FAR 52.225-8. Does not apply to Purchase Orders for supplies that will not enter the customs territory of the U.S.)	MAY 2016
252.225-7015	Restriction on Acquisition of Hand Or Measuring Tools applies to Purchase Orders that exceed \$150,000 and require delivery of hand or measuring tools)	JUN 2005
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings	JUN 2011
252.225-7025	Restriction on Acquisition of Forgings	DEC 2009
252.225-7027	Restriction on Contingent Fees for Military Sales	APR 2003
252.225-7028	Exclusionary Policies and Practices of Foreign Governments	APR 2003
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate	DEC 2006
252.225-7031	Secondary Arab Boycott of Israel	JUN 2005
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (applies to Purchase Orders with a value exceeding \$500,000)	SEP 2004
252.227-7013	Rights in Technical Data - Noncommercial Items (applies to Purchase Orders where technical data for commercial items developed in part at Government expense will be provided for delivery)	FEB 2014
252.227-7015	Technical Data — Commercial Items (applies to Purchase Orders where technical data related to commercial items developed in any part at private expense will be provided for delivery)	FEB 2014
252.227-7016	Rights in Bid or Proposal Information (applies to Purchase Orders per paragraph (f) of the clause)	JAN 2011

252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions (applies to Purchase Orders that involve the delivery of technical data and/or computer software to the government)	JAN 2011
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7026	Deferred Delivery of Technical Data or Computer Software	APR 1988
252.227-7027	Deferred Ordering of Technical Data or Computer Software	APR 1988
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data — Withholding of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data (applies to Purchase Order that require the delivery of technical data)	SEPT 2016
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.246-7001	Warranty of Data - Basic	MAR 2014
252.247-7023	Transportation of Supplies by Sea - Basic	APR 2014
252.247-7024	Notification of Transportation of Supplies by Sea	MAR 2000
252.249-7002	Notification of Anticipated Contract Termination or Reduction	OCT 2015