
AUSTRALIA PTY LTD EQUIPMENT SALES TERMS AND CONDITIONS

1. The sale of any service and products, and the integration thereof, ordered by the Customer is expressly conditioned upon the terms and conditions contained or referenced herein. Terms and conditions included in the Leidos Australia Pty Ltd (herein called Leidos) proposal, where not in conflict with the terms included herein, shall be incorporated by reference. Any additional or different terms and conditions set forth in the Customer's purchase order or similar communication are expressly objected to and will not be binding upon Leidos unless specifically agreed to in writing by an authorized Leidos employee.

2. **WARRANTY:** Leidos warrants to Customer that products and any services furnished hereunder will be free from defects in material and workmanship and will be of the kind and quality specified in the Leidos written quotation. The foregoing shall apply only to failures to meet said warranties which appear within one (1) year of installation date when installed within 6 months of shipment by an Leidos Field Service Engineer. The warranty period for units installed more than 6 months after factory shipment or for units installed by someone other than an Leidos Field Service Engineer will begin at factory shipment date or eighteen (18) months from the date of shipment, whichever occurs first. Consumable items (such as filters, membranes, seals, belts, curtains and other identified items) are excluded from this warranty. In no case does this warranty apply to any failure or non-conformance with specifications caused or attributed to any associated or complementary products not supplied under this contract. The warranty and remedies are conditioned upon (a) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of Leidos, and (b) Customer promptly notifying Leidos of any defects and, if required, promptly making the product available for correction. If any product or service fails to meet the foregoing warranties, Leidos shall thereupon correct any such failure either, at its option, (i) by repairing any defective or damaged part or parts of the products, and/or re-performing any defective service, or (ii) by making available, F.O.B. the Leidos plant or other mutually agreed upon point of shipment, any necessary repaired or replacement parts. If re-performance is not practicable, Leidos will furnish without charge services in an amount essentially equal to those that, in the sole judgment of Leidos, would have been required for performance. Where a failure cannot be corrected by Leidos' reasonable efforts, the parties will negotiate an equitable adjustment in price. THE PRECEDING PARAGRAPH SET FORTH THE EXCLUSIVE REMEDIES FOR CLAIMS BASED ON DEFECT IN OR FAILURE OR PRODUCTS OR SERVICES, WHETHER THE CLAIM IS IN CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Upon the expiration of the warranty period, all such liability shall terminate and the Customer shall have a reasonable time, not to exceed thirty (30) days after the warranty period, to give written notice of any defects that appear during the warranty period. EXCEPT AS SET FORTH IN ARTICLE 3, "PATENTS", THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES SHALL APPLY. Leidos does not warrant any products or services of others designated by Customer.

3. **PATENTS:** Subject to the provisions of this Article, Leidos warrants that products, services, or products and services in combination, furnished under this contract shall be delivered free of any rightful claim of any third party for infringement of any patent. If notified promptly in writing and given authority, information and assistance, and contingent upon Customer not taking any position adverse to Leidos in connection with such claim, Leidos shall defend, or may settle at its expense, any suit or proceeding against Customer so far as based on a claimed infringement which would result in a breach of this warranty and Leidos shall pay all damages and costs awarded therein against Customer due to such breach. In case any product, service or combination thereof is in such suit held to constitute such an infringement and the use of said product or service is enjoined, Leidos shall, at its expense and option, either procure for Customer the right to continue using said product or service, or replace same with a non-infringing product or service, or modify same so it becomes non-infringing, or remove the product or halt the service and refund the purchase price (less reasonable depreciation for any period of use) and any transaction costs separately paid by Customer. The foregoing states the entire liability of Leidos for patent infringement relating to products, services or any combination thereof. The preceding paragraph shall not apply to any product or service specified by Customer or manufactured to Customer's design, or to the use of any product in combination with products not provided by Leidos.

4. **SOFTWARE:** Unless subject to a separate license agreement, any software furnished hereunder whether separate or incorporated with supplied hardware, including any subsequent updates, is furnished under the following terms and conditions:

- (a) The software, and any part thereof, is designed for use only on the unit on which the software is first installed.
- (b) No exclusivity of use of the software is transferred to the Customer.
- (c) Software and documentation copyrighted by Leidos shall not be copied in whole or in part, but additional copies of software and documentation in printed form may be obtained from Leidos or its representatives at Leidos' then standard charges, subject to applicable import and export laws and regulations. Customer agrees that any copyright, proprietary, trade secret or similar notices appearing on and in software will be reproduced and included on an in any modifications and copies, in whole or in part, of software.
- (d) The source code for software is not included unless specifically listed as an item in the Leidos specification.
- (e) On occasion, third party licensed software is provided. It will be identified as such and Customer will be required to complete any sub-license specified by the software licensor and provided by Leidos.
- (f) If a separate software license agreement is required by Leidos, Customer shall execute the software license agreement on or before installation, and the provisions of the separate software license agreement shall supersede the foregoing subparagraphs to the extent that they are inconsistent with such license.

5. **DELIVERY, TITLE AND RISK OF LOSS:** Unless otherwise stated in the Quotation, delivery shall occur ex-works (Incoterms 2000) on carrier's equipment at Leidos SDS' factory ("Delivery"). Risk of loss shall pass to Buyer upon Delivery. Transportation shall be at Buyer's sole risk and expense, and any claims for loss or damage in transit shall be against the carrier only. Delivery Dates are approximate, and are subject to delays caused by civil insurrection, war, fire, strikes, labor, stoppages, acts of God, shortage of fuel, energy or materials, failure of suppliers or contractors to satisfactorily meet schedules, establishment of any priority systems by the U.S. or any of its agencies, or any other cause beyond Leidos' control. Leidos shall use reasonable commercial efforts to meet Delivery Dates but shall not be liable for failure to do so. If any part of the products cannot be shipped when ready due to any cause referred to in Article 6 "Excusable Delays", herein, Leidos may place such products in storage (which may be the place of manufacture). In such event (i) Leidos shall notify the Customer of the placement of any products in storage, (ii) Leidos' delivery obligations shall be deemed to be fulfilled and title and all risk of loss or damage shall thereupon pass to the Customer, (iii) any amounts otherwise payable to Leidos upon delivery shall be payable upon presentations of Leidos' invoices therefore and its certification as to such cause, (iv) promptly upon submission of Leidos' invoices, Customer shall reimburse Leidos for all expenses incurred by Leidos, such as preparations for and placement into storage, handling, storage, inspection, preservation and insurance, and (v) when conditions permit and upon payment of all amounts due hereunder, Leidos shall assist and cooperate with Customer in any reasonable manner with respect to the removal of any products placed in storage.

6. **EXCUSABLE DELAYS:** Leidos shall not be liable for delays in delivery or performance, or for any failure to manufacture, deliver or perform due to (i) a cause beyond its reasonable control, or (ii) an act of God, act of Customer, prerequisite work by others, act of civil or military authority, Governmental priority, strike or other labour disturbance, flood, epidemics, war, riot, transportation delay or shortage, or (iii) inability on account of a cause beyond the reasonable control of Leidos to obtain necessary material, components, services or facilities. Leidos will notify Customer promptly of any material delay excused by this Article and will specify the revised delivery date as soon as practicable. In the event of any such delay, there will be no termination and the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay. In the event Leidos is delayed by acts of the Customer or by prerequisite work by other contractors or suppliers of the Customer, Leidos shall be entitled to an equitable price adjustment in addition to an extension of the time of performance.

7. **PAYMENTS AND FINANCIAL CONDITIONS:** Except as otherwise specified by Leidos in its quotation, Buyer shall provide with its Order, (A) a deposit of twenty percent (20%) of the total purchase price payable upon confirmation of order, and the remaining balance due thirty (30) days following Delivery (as defined herein), or (B) an irrevocable Letter of Credit satisfactory to Leidos for the total purchase price, payable in full upon Leidos' notification to its advising bank of Product shipment, or (C) Cash with Order, or (D) payment through an approved credit account. Orders are subject to Leidos' written confirmation and approval by Leidos' credit department. Invoices not paid when due are subject to a finance charge of 1.5% per month or the maximum rate permitted by law, whichever is less.

If Leidos agrees to delay shipments after completion of any product, payment shall become due on the date when Leidos is prepared to make shipment. In the event of any such delay, title shall pass and products shall be held at Customer's risk and expense. All payments shall be made without set-off for claims arising out of other sales by Leidos. Unless otherwise agreed, payments shall be made by wire transfer upon receipt of invoice. If Customer's financial condition at any time does not, in the judgment of Leidos, justify continuance of the work to be performed by Leidos hereunder on the agreed terms of payment, Leidos may require full or partial payment in accordance or shall be entitled to terminate the contract and receive termination charges. In the event of Customer's bankruptcy or insolvency or in the event any proceeding is brought against Customer, voluntarily or involuntarily, under bankruptcy or insolvency laws, Leidos shall be entitled to terminate any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its termination charges. Leidos' rights under this Article are in addition to all rights available at law or in equity.

8. **TAXES:** In addition to any price specified herein, Customer shall pay, or reimburse Leidos for, the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder or to their use by Leidos or Customer, or Customer shall furnish Leidos with evidence of exemption acceptable to the taxing authorities.

9. **LIMITATIONS OF LIABILITY:**

(a) REGARDLESS OF THE LEGAL OR EQUITABLE BASIS OF ANY CLAIM, IN NO EVENT WILL SELLER BE LIABLE FOR (i) ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM INACCURATE OR LOST DATA, LOSS OF USE OR LOSS OF REVENUES OR PROFITS, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY ORDER, THE FURNISHING OF PRODUCTS AND SERVICES OR THE USE OR PERFORMANCE OF PRODUCTS OR SERVICES, EVEN IF INFORMED OF SUCH DAMAGES, OR (ii) FOR ANY THIRD PARTY CLAIMS AGAINST CUSTOMER. SELLER'S MAXIMUM LIABILITY UNDER ANY ORDER, INCLUDING LIABILITY ARISING OUT OF PRODUCTS DELIVERED, SERVICES PERFORMED OR FROM SELLER'S NEGLIGENCE OR OTHER ACTS OR OMISSIONS, WILL BE LIMITED TO THE AMOUNT PAID TO SELLER FOR THE PRODUCTS AND/OR SERVICES GIVING RISE TO THE CLAIM.

(b) If Leidos furnishes Customer with advice or other assistance which concerns any product supplied hereunder or any system or equipment in which any such product may be installed and which is not required pursuant to this agreement, the furnishing of such advice or assistance will not subject Leidos to any liability, whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise. For the purpose of this Article, the term Leidos includes Leidos subcontractors and suppliers.

10. **CHANGES, DELETIONS AND EXTRA SERVICES:** Customer may, by written Change Order, request changes within the general scope of any services provided. If any such change will result in an increase or decrease in the cost or time required for the performance of any part of the project under this Agreement, there shall be an equitable adjustment to the contract price or in the time for performance, or both. Leidos shall not be obligated to proceed with the change or extra services until: (1) the value of such changes or extra services and the effect on the schedule of completion of the services have been agreed upon and (2) the Change Order has been signed by Leidos and Customer. Upon submittal of a written request by the Customer to Leidos to perform extra services or to alter, add to, or deduct from the services provided, Leidos shall submit to the Customer the contract price, or any adjustments as agreed to by the Customer and Leidos. The prices of any extra or change shall be determined in one or more of the following ways: (1) by mutually agreed firm fixed price, or (2) by unit prices specified in the contract or agreed upon, or (3) by - cost plus fixed fee. At any time and with prior consent of Customer in case of material changes, Leidos reserves the right to make changes in design, construction, arrangement or products; provided such changes do not result in any increase in the contract price or time for performance or alter the performance guarantees or warranty obligations set forth herein. Customer shall not unreasonably withhold its consent in case of material changes.

11. **CONDITIONS AFFECTING THE SERVICES:** Customer shall advise Leidos of the location and nature of any known unusual condition which would affect the services. Leidos shall be entitled to assume that any Site data furnished by Customer is accurate and complete. Leidos shall promptly notify Customer or (1) any conditions at the Site which materially differ from those indicated in the information furnished by Customer, (2) any previously unknown physical conditions at the Site of an unusual nature, not revealed by previous investigations and differing from those normally encountered in the type of services provided for in this Agreement, (3) the suspected presence of any toxic substances, hazardous substances, or hazardous wastes (as such terms may be defined in any federal,

state or local statute, ordinance or regulations) which require special handling and/or disposal, or (4) the presence of archaeological remains. If such conditions cause an increase in Leidos' cost or time for performance of any part of this agreement, Leidos shall be entitled to an equitable adjustment in the contract price and an extension in the time for performance.

12. **GENERAL:** Any Leidos product or services provided hereunder shall be considered a "commercial item" as defined in FAR PART2, 2.101 Definitions and in accordance with FAR 52.244-6. If the reasonableness of the price cannot be established through the presence of adequate price competition or price elaboration, if cost pricing data should be required for any other reason, or if the service cannot be considered a "commercial item", Leidos reserves the right to withdraw this proposal without penalty. Unless otherwise specified by Leidos, any quotation of Leidos shall expire (30) days from the date of issuance and may be modified or withdrawn at any time prior to the date of Customer's order.

Customer may terminate an order only upon paying Leidos its termination charges determined in accordance with Leidos' standard accounting practices upon submission of Leidos' invoices therefore. Termination of an order shall not relieve either party of any obligation arising out of work performed prior to termination. Leidos reserves the right to subcontract any of the work to one or more subcontractors. The delegation or assignment by either party of any or all of its duties or rights hereunder without the other party's prior written consent shall be void, except that Leidos may, without prior written consent of the Customer, assign this agreement to a successor in interest by merger, by operation of law, by purchase, or otherwise, or to any entity at least 50% of whose stock or other equity interest is beneficially owned, directly or indirectly, by Leidos or any affiliate of Leidos. Any representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on Leidos. These Project Terms and Conditions contain the entire and only agreement between the Customer and Leidos with respect to terms and conditions and supersede and cancel all previous negotiations, agreements, commitments, representations and writings in respect thereto. The Project Terms and Conditions may not be amended, supplemented, changed or modified in any manner, orally or otherwise, except by an instrument in writing of concurrent or subsequent date, signed by a duly authorized representative of each party. The validity, performance and all matters relating to the interpretation and effect of this agreement and any amendment hereto shall be governed by the law of the State of New York, excluding its conflict of law rules. The invalidity, in whole or part, of any of the articles or paragraphs in these Project Terms and Conditions will not affect the remainder of such article or paragraph of any other article or paragraph. The provisions of this agreement are for the benefit of the parties hereto and not for any other person except as specifically provided herein.

13. **CONFIDENTIAL INFORMATION:** Buyer acknowledges that all drawings, diagrams, specifications, devices, information, documents and other materials (except as established to be in the public domain) furnished by Leidos and identified as "Confidential" or "Proprietary Information - Leidos" or the like, including but not limited to manuals provided by Leidos ("Confidential Information"), contain valuable proprietary information or trade secrets developed at great expense by Leidos. Buyer agrees to hold Confidential Information in confidence, and not to use, reproduce, distribute, or make available Confidential Information except to Buyer's employees (and agents who agree to these terms) who may use it as part of their duties. Buyer agrees to report promptly to Leidos any unauthorized disclosure of any Confidential Information.

14. **ARBITRATION:** All disputes arising in connection with the present contract shall be finally settled under the rules of Conciliation and Arbitration of the International Chamber of Commerce in (location to be agreed to) by three (3) arbitrators appointed in accordance with the said rules. The language to be used in the arbitral proceedings is English.