



EPC Space LLC has been assessed and registered by NQA as conforming to the requirements of AS9100D and ISO 9001:2008 quality management system which is applicable to the design and manufacture of high-reliability semiconductors devices and circuits. The assessment was performed in accordance with the requirements of AS9104/1:2012-01. NQA is accredited under the Aerospace Management Program and IAQG ICOP scheme.

EPC SPACE TERMS AND CONDITIONS OF SALE

1. Definitions. “EPC Space” means EPC Space LLC.; “Buyer” means the customer identified on EPC Space’s sales order acknowledgement; “products” or “parts” mean the goods identified in EPC Space’s sales order acknowledgement; “terms and conditions” means these terms and conditions of sale together with any other terms set forth in EPC Space’s sales order acknowledgement. In the event of any conflict between these terms and conditions and any other terms set forth in EPC Space’s sales order acknowledgement, the terms set forth in the sales order acknowledgement shall control.

2. Effect of Terms and Conditions. EPC Space undertakes to sell and deliver the products to the Buyer on the express conditions that (i) the Buyer assents to these terms and conditions, to which acceptance is expressly limited, (ii) these terms and conditions constitute the complete and exclusive agreement between the Buyer and EPC Space, superseding all prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof other than any and all agreements between the parties relating to the confidentiality of proprietary information, which shall remain in full force and effect in accordance with their respective terms, and (iii) Buyer acknowledges and agrees that EPC Space is not bound by any provisions, printed or otherwise, varying from or supplementing these terms and conditions that may appear in any purchase order or other document of the Buyer.

3. Buyer’s Assent. The Buyer’s assent to these terms and conditions shall be conclusively evidenced by the Buyer’s taking possession of the products, by the Buyer’s acceptance or deemed acceptance of the products, by the Buyer’s payment for the products, or by any other evidence establishing assent.

4.Prices and Terms. All prices are subject to change by EPC Space without prior notice to Buyer. Payment shall be for the full amount stated on the sales order acknowledgement and shall be due not later than thirty (30) days after the date of invoice. All amounts stated herein and all payments to be made hereunder are in U.S. dollars. In addition to its other rights and remedies, EPC Space may charge interest at the rate of 1 ½% per month on any overdue unpaid balance and all other costs of collection. Any sale to the Buyer is subject to final credit approval by EPC Space. EPC Space reserves the right to cancel orders or decline to make deliveries hereunder whenever Buyer is in default under any of its obligations to EPC Space or EPC Space determines that the Buyer is not financially sound. If delivery is made in installments, no breach by EPC Space with respect to any installment shall be deemed to be a breach of the entire contract.

5.Taxes. Any excise, sales, use, VAT, or similar taxes imposed by any governmental authority that EPC Space may be required to pay, or to reimburse to others, by reason of the manufacture, ownership, use, or sale of any products delivered to the Buyer shall be the responsibility of the Buyer, and EPC Space

may invoice the Buyer therefor as EPC Space may determine.

6. Shipment and Delivery. All products are sold and prices are quoted F.O.B. Haverhill, Massachusetts (as defined in the Uniform Commercial Code) for products shipped from the United States and EXW – place of shipment (as defined in Incoterms 2000) for products shipped from outside the United States. Upon tender of the products to the designated carrier for shipment to Buyer, or if no carrier has been designated upon tender to the carrier selected by EPC Space, all risk of loss and responsibility for damage, deterioration, or destruction of the products shall be transferred to the Buyer. Buyer is responsible for all costs of transportation, freight, duties, export or import fees and insurance. Schedule dates quoted by EPC Space in the sales order acknowledgement are shipment dates. Shipment dates are not guaranteed and EPC Space will not be liable for any damages for failure to ship or deliver or to ship or deliver within the time specified in the sales order acknowledgement, but will use commercially reasonable efforts to make shipment within such time. EPC Space reserves the right to deliver product up to three days earlier than Buyer's requested delivery date. The Buyer assumes all risks of failure of EPC Space's performance as a result of action or inaction (including failure to grant an export

license) by governmental authority or strikes, accidents, acts or omissions of carriers, fire, flood, severe weather conditions, acts of God, force majeure, acts of terrorism or other causes beyond EPC Space's reasonable control or within the Buyer's reasonable control. The shipment schedule specified in the sales order acknowledgement shall be extended by the amount of any delay resulting from any such event. Unless otherwise indicated in the sales order acknowledgement, shipment may be made by the method or carrier selected by EPC Space.

7. Inspection, Acceptance, Rejection. The Buyer agrees to exercise, within (3) days following receipt, its right of rejection as to any non-conforming products delivered to Buyer by written notice to EPC Space that states, with particularity, the nonconformity upon which the rejection is predicated. Failure to inspect or to provide written notice of rejection within such period shall constitute acceptance. In the absence of earlier notification of rejection, Buyer will be deemed to have accepted products three (3) days after delivery. In addition to such other duties as the Uniform Commercial Code may impose, the Buyer agrees that upon rejection it will comply with all reasonable instructions of EPC Space.

8. Intellectual Property. Except for the right to use the purchased Products for their intended purpose, the sale of Products by Seller does not convey to Buyer or any other third party any license, implied or otherwise, under any Intellectual Property.

9. Flexibility Policy. Standard off the shelf, High Reliability and Custom Products. All orders for Products, are non-cancellable following acknowledgement by EPC Space. Once products have been shipped, they are non- returnable except for warranty claims and then only in accordance with the Warranty and Return Material Authorization procedures set forth in the terms and conditions applicable to such Product. Reasonable accommodation can be made for requested rescheduling by contacting EPC Space.

10. Warranty. EPC Space warrants that its products will be free from defects in materials and workmanship and will perform in accordance with the specifications for such product for the one (1) year following the date of shipment. This warranty does not apply to (i) products damaged by abuse, tampering, accident, misuse, neglect, alteration, repair, disaster, improper installation or improper testing, (ii) products which have been caused to fail by any product or component not supplied by EPC Space, (iii) any defect caused by the Buyer or a third party or any error or

omission or other fault in information, designs, drawings, documents, data, software, materials or know-how provided or specified by Buyer, or (iv) performance of products as installed in Buyer applications provided that such products performed in accordance with the specifications for such application prior to installation. EPC Space products are specifically developed with end use intention for the High Reliability and Aerospace markets specific to the in-line process screening level of the device and recommended operating environment.

Exceeding recommended operating environments voids any warranty or end use policy.

If EPC Space determines that the product is defective as provided in the foregoing paragraph, EPC Space will, at its option, repair or replace the product or refund all or part of the purchase price therefor. To obtain a replacement or repaired product under this warranty, the Buyer must contact EPC Space Sales within the warranty period to obtain a Return Material Authorization and shipping instructions. The Buyer must return the product in the original packaging and pay all charges incurred in shipping the product back to EPC Space. In shipping the product back to EPC Space, the Buyer assumes all risk of damage or loss in transit. If EPC Space determines that the product is defective, EPC Space will pay any shipping charges in sending the replacement or repaired product to the Buyer.

THIS WARRANTY IS BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND IS IN LIEU OF ANY OTHER WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OF NON-INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

11. Limitation of Liability and Remedy. EPC Space shall have no liability for any indirect, incidental, special or consequential damages in connection with the transactions contemplated hereby or arising from the use or inability to use the product, including without limitation, damages due to business interruption, lost profits or lost goodwill, claims of third parties, or injury to person or property, whether based upon breach of contract, negligence, strict liability, tort or other legal theory. In no event shall EPC Space's total liability arising from the sale or use

of, or inability to use, EPC Space's product exceed the price paid for the product net of discounts and rebates. Neither party may bring a cause of action under this agreement more than two (2) years after the cause of action arose.

12. **Force Majeure.** Neither party shall be responsible for delays or failure in performance of the agreement (other than failure to pay any amounts due) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, unavailability or shortages of materials or any other occurrence beyond its reasonable control.

13. **Indemnity.** Buyer agrees to indemnify, defend and hold harmless EPC Space from and against all third party claims, costs, damages, fines, losses and expenses (including reasonable attorney's fees) to the extent that such claims, costs, damages, fines, losses and expenses result, in whole or in part, from: (i) death, personal injury or property damage arising from Buyer's negligent acts or omissions or willful misconduct; or (ii) any intellectual property infringement claim arising from any hardware, components, specifications, software, information supplied or any instructions given to EPC Space by or on behalf of the Buyer, or (iii) use of any EPC Space product in combination with Buyer's or any other party's product or equipment, provided TRADEMARKS. Buyer agrees that it will not use in any manner unrelated to the agreement any name or trademark of Seller without the express written consent of Seller.

14. **Severability.** If any of these Terms or part thereof is held to be invalid, illegal, or unenforceable by law, all other Terms and the parts of any Term not held to be invalid, illegal, or unenforceable, shall remain in full force and effect.

15. **Confidentiality.** Each party shall treat all information received from the other party marked "Confidential" or reasonably obvious as to be confidential as it would treat its own confidential information.

16. **Limitation on Use.** EPC Space's products are not authorized for use and should not be used, without the specific prior written approval of an authorized officer of EPC Space making specific reference hereto, in any human implantation, life support system, nuclear facility or application or any other application in which failure or malfunction of the product could reasonably result in loss of or harm to life, or catastrophic damage to property or the

environment. Buyer will indemnify and hold EPC Space harmless from any loss, cost or damage resulting from Buyer's use of the products in any such prohibited activity.

17. Compliance with Law; Export Control. EPC Space certifies that it shall at all times comply with the International Traffic in Arms Regulations ("ITAR"), the Export Administration Regulations ("EAR") and other applicable U.S. export control laws (collectively, "Export Control Laws"). EPC Space agrees to control the disclosure of and access to technical data and information and other similar items received from the Buyer. In addition, EPC Space agrees that no defense article or technical data, information or controlled technology relating to such defense article provided by Buyer shall be provided or disclosed to any foreign person except with the express written consent of Buyer and compliance with applicable Export Control Laws.

The Goods may be subject to U.S. Government export laws and regulations. Buyer shall not export, re-export, or transfer the Goods or Confidential Information received from EPC Space without first obtaining the appropriate US Government approvals, if any. EPC Space will cooperate with Buyer to obtain any export licenses Buyer seeks, but obtaining such licensing shall be the exclusive responsibility of Buyer and EPC Space makes no representation or warranty regarding the issuance of export licenses for the Goods. Each party shall comply with export laws that are applicable either to the information or products

The Goods may be subject to U.S. Government export laws and regulations. Buyer shall comply with all laws, ordinances, rules and regulations applicable to Buyer in connection with this transaction. Buyer agrees not to export or re-export the products, separately or as a part of a system, without compliance with applicable U.S. export control laws. In furtherance of the foregoing, and not by way of limitation, Buyer represents, warrants and agrees that (i) it is not located in or in any way connected with any of the following countries: Afghanistan, Angola, Belarus, Burma, China, Congo, Cuba, Haiti, Iran, Iraq, Ivory Coast, Lebanon, Liberia, Libya, N. Korea, Pakistan, Rwanda, Sierra Leone, Russia, Somalia, Sudan, Syria, Venezuela, Vietnam, Yugoslavia (Serbia and Montenegro), The Western Balkans or such other countries as EPC Space may from time to time specify, (ii) it is not and is not connected with any person or entity with whom EPC Space or any other U.S. person is prohibited by law or regulation to do business, (iii) it will not use the product in connection with any nuclear application, biological and/or chemical weapons, and/or delivery systems utilized in connection with any of the

foregoing, and (iv) it will not export or re-export the products to any of such countries or buyers or for any of such uses.

18. Miscellaneous.

(a) No modification of these terms and conditions shall be of any force or effect unless signed by an authorized representative of EPC Space making specific reference hereto.

(b) EPC Space may assign its rights and delegate its duties hereunder to any successor in interest to substantially all of its business and operations.

(c) This agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts and the United States of America without regard to the conflict of law provisions thereof.

(d) The United Nations Convention on Contracts for the International Sale of Goods of 1980 (and any amendments or successors thereto) is expressly excluded.

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