Aerojet Rocketdyne, Inc.
SOFTWARE LICENSE TERMS AND CONDITIONS

1. TERMS AND CONDITIONS

This Agreement is Buyer's offer to Seller. Acceptance of this Agreement is strictly limited to its terms. Buyer shall not be bound by and specifically objects to any term or condition whatsoever that is different from or in addition to the provisions of this Agreement, whether or not such term or condition will materially alter this Agreement. Seller commencement of performance, or acceptance of this Agreement in any manner, shall conclusively evidence agreement to this Agreement as written. Opening of a software package or the performance of any other act that would otherwise constitute acceptance of terms and conditions in Seller's end-user Agreement shall have no effect whatsoever.

2. DEFINITIONS

As used in this Agreement, the following terms, when capitalized, have the following meanings.

"Agreement" means these terms and conditions, each and every Contract, all exhibits now or hereafter made part of this Agreement, that are incorporated by this reference, and all of the specifications, technical descriptions, statements of work, schedules, drawings, designs, documents, and any other requirements or provisions attached to, incorporated into, or otherwise specified in these terms and conditions or any Contract.

"Buyer" means Aerojet Rocketdyne, Inc. or its divisions or Aerojet Rocketdyne, Inc. acting as agent for any of its affiliates or wholly owned subsidiaries. All references in this Contract to "Aerojet Rocketdyne, Inc." and any of its affiliates, divisions, or wholly owned subsidiaries shall mean "Buyer."

"Critical Program Error" means any Program Error or Key, whether or not known to Buyer, that has or may have substantial adverse impact on the operations of Buyer or on use of the Goods.

"Documentation"" means user manuals for the Goods, all addenda, corrections, and new editions of these materials, and any other materials in any form, that Seller customarily provides to end-users of the Goods. Documentation includes, without limitation, all of the published specifications for the Goods on the date that the applicable Contract takes effect.

"Goods" means all of the Licensed Software, all of the services performed under the clause entitled "Support Services," and any other services related to the Licensed Software.

"Key" means any key, node lock, time-out, or other function, whether implemented by electronic, mechanical, or other means that restricts or may restrict exercise of any of the licenses granted under this Agreement, based on residency on certain computing equipment, frequency, or duration of use, or other limiting criteria.

"Licensed Software" means the program and its Documentation that has been authorized for Buyer uses as defined by the terms of this Agreement.

"Software" means each and every copy of the computer program or programs and all corrections, updates, new releases, and new versions of such programs, if any, ordered under this Agreement, in any form.

"Program Error" means code in any program or information contained in any Documentation that makes the Licensed Software inoperable or that produces unintended results or actions or that produces results or actions other than those described in the Documentation or this Agreement. Program Error includes, without limitation, any Critical Program Error.

"Seller" means the entity identified in the Contract who agrees to sell goods.

"Warranty Period" means the first ninety (90) days after acceptance of the Goods and any subsequent period during which Seller performs under the clause entitled "Support Services."

3. DELIVERY AND RISK OF LOSS

a. Delivery. Unless the Contract specifies a different delivery point, all deliveries under this Agreement shall be F.O.B. origin. Title and risk of loss of all of the Goods except the program shall pass to Buyer on delivery. Only risk of loss, not title, of the program shall pass to Buyer on delivery.

b. Delivery Schedule. Shipment and delivery under this Agreement shall be strictly in accordance with the quantities and schedules specified in the Contract and with the other requirements of this Agreement. Seller shall promptly notify Buyer in writing of any delay in delivery, the reasons therefore, and the actions being taken by Seller to overcome or minimize the delay. If requested by Buyer, Seller shall, at Seller's expense, ship by air or other fast transportation to avoid or minimize the delay to the maximum extent possible.

c. Packing and Shipment. Seller shall prepare and pack the Goods to prevent damage and deterioration and to comply with carrier tariffs. Charges for preparation for shipment (including packing and crating) are included in the price unless separately specified in the Contract. Seller shall not include vermiculite or other hazardous substance in any packing material included with the Goods.

4. ACCEPTANCE

a. Acceptance. The Goods shall be accepted when the Goods meet all of the conditions and requirements of this Agreement.

b. Conditions. Acceptance of the Goods is subject to inspection and acceptance testing by Buyer in accordance with this Agreement.

c. Acts Not Constituting Acceptance. Trial use or testing of the Goods, incremental or final payment, or passage of title does not constitute acceptance or prejudices Buyer's right to reject or revoke acceptance of all or any portion of the Goods.

5. PRICES AND PAYMENT

a. Price. Any price specified in the Contract for the purchase of Goods is a firm-fixed price. Any price specified in the Contract for the purchase of a license to any of the Licensed Software is for a fully paid-up, perpetual license under the clause entitled "License. "

b. Payment. Seller shall issue a separate invoice for each delivery. The invoice, however, shall not be issued before shipment. Payment will be mailed thirty (30) days after receipt of a correct invoice. If the Goods have not been accepted by the close of this period, however, payment will be made promptly after acceptance of the Goods. For purposes of prompt payment discounts, if any, the payment due date will be computed from acceptance or receipt of a correct invoice, whichever is later, to the date Buyer's check is mailed or otherwise tendered. Seller will prominently display notice of any applicable prompt payment discounts on the invoice. Unless taxes or other applicable charges are itemized, any discount may be taken on the full amount of the invoice.

6. TAXES

a. If any federal, state, or local sales or use tax (or its equivalent) is legally due on taxable Goods purchased, Seller will separately bill such tax on its invoice to Buyer. Buyer agrees to pay Seller for such tax or if such tax is not applicable to the Goods purchased, it will be so noted on the Contract and Buyer shall provide appropriate exemption statements and information on its Contract acceptable to the taxing authority.

b. All other taxes, including, but not limited to federal, state, and local income taxes, franchise taxes, gross receipts taxes, federal, state, and

local sales and use taxes, and property taxes shall be the responsibility of the party who incurs the tax liability.

c. For tax purposes, the items purchased under this contract by Shared Services Group, Supplier Management and Procurement may be purchased for Buyer or as agent for one of Buyer's subsidiaries.

7. LICENSE

a. Grant. With respect to all copies of the program in object code form, and all copies of the Documentation in any form, Seller hereby grants and shall grant to Buyer and its subsidiaries a non-exclusive, perpetual, worldwide license to

(1) Use the program on any computing equipment. This use right includes the right to share use of the program by multiple central processing units or by multiple users, provided Buyer tenders the applicable license fee, if any, to Seller. If the anticipated number of users of the program will exceed the number of licenses purchased from Seller with respect to such companies ("Licenses"), Buyer shall have a reasonable mechanism or process in place to monitor that the number of persons using the program concurrently does not exceed the total number of Licenses.

(2) Transfer the program between computing equipment. This transfer right includes the right to upgrade any copy of the Licensed Software, provided Buyer tenders either the applicable object code upgrade fee or a sum equal to the difference between the then-current license fees for the current and the upgraded versions of the Licensed Software, whichever is less.

(3) Make additional copies of the Licensed Software as reasonably necessary for backup or archival purposes or for benchmark or other temporary testing.

(4) Combine the program with one or more other programs, provided any portion of the program involved continues to be subject to the terms and conditions of this Agreement.

(5) Make, or have made, as many additional copies of the Licensed Software as may be required to satisfy Buyer requirements within the site, provided the Contract specifies "Site License."

(6) Change the form of the Documentation. This conversion right includes the right to edit and reformat any of the Documentation. It also includes the right to convert any of the Documentation into machine-readable form, whether for on-line or other kinds of electronic access to it, provided Buyer tenders the aggregate purchase price, if any, of those tangible copies of the Documentation supplanted by the conversion.

This license includes the right to authorize employees or agents of Buyer, Sellers, or subcontractors who are performing work for Buyer on Buyer premises to perform any of the activities described in paragraphs 7.a.(1) through (6) above.

b. License of Prior Releases or Versions of Licensed Software.
Seller hereby grants Buyer the right and option to license a release or version of the Licensed Software that it has previously licensed, if other than the current release or version and if no longer available from Seller. This option may be exercised by Buyer through issuance of a Contract, specifying the prior release or version and the number of copies, whereupon Seller hereby grants and shall grant Buyer the right to make or have made, as many additional copies of the Licensed Software as may be required to satisfy Buyer requirements for the prior release or version of the Licensed Software, provided Buyer tenders the applicable license fee for each copy to Seller.

c. Surplus or Disposal. No license granted under this Agreement is transferable except to another party in connection with the surplus or disposal of any computing equipment, provided the transferee agrees to assume and comply with all of Buyer's obligations under this

Agreement with respect to the Licensed Software involved or has a license agreement with Seller covering the Licensed Software.

d. Object Code. Buyer is not obligated to keep the Licensed Software, in object code or written form, confidential. Nothing in the Agreement is intended to establish, or should be construed as establishing, any kind of confidential relationship between Buyer and Seller with respect to the Licensed Software in object code form, regardless of any markings, screen display, or other notices given by Seller at any time. Except in the event of a breach of any representation or warranty set forth in the paragraph entitled "No Restrictions, " Buyer shall refrain from any reverse compilation, disassembly, or other attempt to obtain the Licensed Software in source code form.

e. Availability of Source Code. In the event any proceeding, voluntary or involuntary, is commenced relative to Seller pursuant to a statute relating to bankruptcy, insolvency, reorganization of debts, liquidation, winding-up or dissolution, Seller agrees to work with Buyer to license to Buyer upon reasonable terms and conditions the source code corresponding to the Licensed Software. This obligation to license the source code shall only apply if:

(1) Buyer makes a written request for such a license from Seller.

(2) Seller, at the time of the request, had a support and/or maintenance obligation to Buyer, as described in the section entitled "Support Services" herein, that it was unable or unwilling to fulfill.

(3) Seller is unable to obtain the services of a third party to fulfill Seller's support and/or maintenance obligation; and

(4) Seller, after reasonable inquiry and effort, is unable to fulfill the support and/or maintenance obligations through a third party.

In the case of a voluntary or involuntary bankruptcy, to the extent the court allows such a license:

(1) Any source code license shall be limited to use by Buyer on Buyer's central processing units to provide support and/or maintenance obligations.

(2) The costs of any license procured for Buyer, subject to this section, shall be born solely by Buyer. Buyer shall also reimburse any costs incurred by Seller in assisting Buyer in obtaining such license.

(3) This license includes the right to authorize employees or agents of Buyer's Sellers or subcontractors who are performing work for Buyer on Buyer premises to perform any of the activities described above.

f. No Restrictions. Except for the functions and features expressly disclosed in the Documentation, Seller represents and warrants that the program:

(1) Contains no hidden files.

(2) Will not replicate, transmit, or activate itself without control or a person operating the computing equipment on which it resides.

(3) Will not alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides.

(4) Contains no key.

Provided and to the extent the program has any of the foregoing attributes, Seller further represents and warrants that this Agreements and the documentation together provide Buyer with the algorithms, specifications, and other code or information required to exercise any license granted under this Agreement without restriction. In the event Seller breaches either of these warranties for any reason and fails to

cure the breach within the first six hours of its normal prime shift period, Monday through Friday, following receipt of Buyer's deficiency notice, Buyer may reverse compile, disassemble, or otherwise obtain such algorithms, specifications, other code, or formation from the Licensed Software or any other program materials, and then may use them to conform to restore the Licensed Software to the condition first warranted under paragraphs 7.e.(1) through (4) inclusive.

g. <u>Misuse of Licensed Software</u>. In the event Seller has knowledge or has reason to believe that Buyer is using the Licensed Software beyond the scope of the license granted under this Agreement, Seller shall notify Buyer of the alleged misuse, in writing, in accordance with the clause entitled "Notices." Upon receipt of such notice, or in the event Buyer itself has reason to believe that misuse of the Licensed Software may be occurring, Buyer shall promptly investigate the alleged misuses and shall destroy any unauthorized copies to the Licensed Software, or submit a written request to any Seller for authorization to continue using some or all of them, and in either case pay any license fees owed for such copies. Buyer shall provide Seller with a written report that summarizes the results of Buyer's investigation into the alleged misuse and what actions Buyer took to correct it. THIS IS SELLER'S SOLE AND EXCLUSIVE REMEDY FOR MISUSE OF THE LICENSED SOFTWARE SO LONG AS BUYER PERFOMS ITS INVESTIGATION AND MAKES PAYMENT TO SELLER IN A TIMELY FASHIION.

8. <u>WARRANTIES</u>

Seller warrants the following to Buyer during the Warranty Period:

a. <u>Media Defects</u>. The media on which the Licensed Software is provided to Buyer shall be free of defects in material and workmanship.

b. <u>Function and Features</u>. The program shall possess the functions and features contemplated by the Documentation.

c. <u>Performance</u>. The program shall perform in accordance with the Documentation.

d. The program shall be able to accurately process date and time (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations to the extent that other information technology being acquired, properly exchanges date and time data within. The duration of this warranty and the remedies available to the Buyer for breach of this warranty shall be as defined in, and subject to, the warranties contained in the Contract, provided that, notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Buyer under this warranty shall include repair or replacement of any product whose non-compliance is discovered and made known to the Seller in writing. Nothing in this warranty shall be construed to limit any rights or remedies the Buyer may otherwise have under this Contract with respect to defects other than Year 2000 performance.

e. <u>Program Errors</u>. The Licensed Software shall be free of any Critical Program Errors.

f. <u>Compatibility</u>. The program shall be compatible with the operating system, application programs, computing equipment, and networks contemplated by the Documentation.

g. <u>Conformance to Requirements</u>. The Licensed Software shall conform in all aspects to all of the requirements of this Agreement.

9. <u>GENERAL PERFORMANCE</u>

Seller represents and warrants that Seller has the legal right to enter into and perform its obligations under this Agreement, including, without limitation, the right to deliver, pass title to, and grant a license with respect to the Goods, "Support Services," and any other services related to the Licensed Software.

10. <u>SUPPORT SERVICES</u>

During the Warranty Period, Seller shall provide the following support services at no charge to Buyer. Thereafter, Seller shall provide the following support services, if ordered under a Contract, at a price to be mutually agreed upon. Such services shall, in no event, exceed Seller's standard price for the provision of support services.

a. <u>Software Maintenance</u>. Seller shall deliver to Buyer all corrections, updates, new releases, or new versions of the program, with all accompanying Documentation, promptly after final testing, but in no event later than the date made available to Seller's general customer base. Buyer may, but need not, use any, some, or all of these program materials.

b. <u>Hot Line</u>. Seller shall maintain a telephone "hot line" with which Buyer can report Program Errors to Seller twenty-four (24) hours a day, seven (7) days a week, or obtain ongoing technical assistance as may be required for Buyer to understand and use the Licensed Software. The hot line shall be available for live communication during Seller's normal prime shift period, Monday through Friday. If unable to provide live communication for all or any portion of the remaining portion of the day, Seller shall provide a telephone message-recording device that will effectively record Buyer's reports.

c. <u>Diagnostic Data.</u> From time to time, Seller may request, and Buyer shall furnish (to the extent it has the legal right to do so), certain data generated by the program, as reasonably required by Seller to perform its obligations under this clause. Such data will be treated as Buyer's Proprietary Information in accordance with the clause entitled "Proprietary Information" regardless of the markings, screen displays, or other notices provided, or not provided, on or in conjunction with such data.

11. <u>PROPRIETARY INFORMATION</u>

Seller shall keep confidential and otherwise protect from disclosure all information and property obtained from Buyer in connection with this Agreement and identified as Confidential or Proprietary. Unless otherwise expressly authorized herein or by Buyer, Seller shall use such information and property only in the performance and for the purpose of this Agreement. Upon Buyer's request, and in any event upon the completion, termination, or cancellation of this Agreement or any Contract, Seller shall return all such information and property to Buyer or make such other disposition thereof as is directed by Buyer.

12. <u>INFRINGEMENT</u>

a. <u>Indemnity</u>. Seller shall defend, indemnify, and hold harmless Buyer and its subsidiaries and their respective directors, officers, employees, and agents from and against all actions, causes of action, liabilities, claims, suits, judgments, liens, awards, and damages of any kind and nature whatsoever (hereinafter referred to as "Claims") and expenses, costs of litigation (including without limitation clerk, paralegal, and expert witness costs), and reasonable attorneys' fees related thereto, or incident to establishing the right to indemnification, whether or not specifically awardable under any court rules, to the extent such Claims arise out of the infringement of any patent or copyright by the Goods, or involve the wrongful use of any trade secret or confidential information. The foregoing notwithstanding, Seller shall not be liable to Buyer for Buyer's consequential damages or lost profits as a result of any permanent injunction referred to in the paragraph entitled "Cancellation of License" below. Buyer shall give Seller notice of all Claims made against Buyer or any of its subsidiaries and shall cooperate with Seller (at Seller's expense) in the defense or settlement of such Claims. In no event shall Seller's obligations hereunder be limited to the extent of any insurance available to or provided by Seller or any Subcontractor.

b. <u>Exclusions</u>. The paragraph entitled "Indemnity" of this clause does not apply to any Claim arising out of the unauthorized modification, combination, operation, or use of the Goods by Buyer or any of its subsidiaries, to the extent the Claim would not have arisen had such modification, combination, operation, or use not occurred.

c. <u>Cure</u>. As soon as Seller or Buyer has reason to believe a Claim is likely to be made against Buyer or any of its subsidiaries, Seller shall, promptly and at its sole expense, use its best efforts to settle, avoid, or otherwise cure the Claim by one of the following procedures:

(1) Obtain a license for Buyer and its subsidiaries to continue using the Goods giving rise to the Claim in accordance with this Agreement.

(2) Modify such Goods to make them noninfringing, while maintaining the equivalent or better functionality, features, and performance.

(3) Replace such Goods with a noninfringing product, either from Seller or another supplier, having the equivalent or better functionality, features, and performance.

The procedures are set forth above in order of precedence. Seller shall pursue each of these procedures in the order stated until the cure is accomplished. Buyer reserves the right, however, to direct Seller to attempt these procedures in a different order, in the interest of minimizing the adverse impact of the cure on Buyer operations. These obligations are in addition to, not in lieu of, Seller's obligations under the paragraph entitled "Indemnity" of this clause, and any other remedy provided at law or in equity.

d. <u>Cancellation of License</u>. If, despite its best efforts to do so, Seller is unable to effect a cure under the paragraph entitled "Cure" of this clause, and a permanent injunction ordering Buyer and its subsidiaries to cease further use of the Goods is issued by a court of competent jurisdiction, either party may cancel the Contract under which the Goods were ordered, either in whole or in part, whereupon Buyer may return all or any portion of the Goods to Seller for a full refund. Any license granted under this Agreement with respect to the returned Goods will terminate as of the effective date of the cancellation. This remedy is in addition to, not in lieu of, Seller's obligations under the paragraph entitled "Indemnity" of this clause and any other remedy provided at law or equity.

13. <u>TERMINATION FOR CONVENIENCE</u>

Buyer may terminate any Contract without cause, in whole or in part, by giving Seller notice of termination, specifying the extent and effective date of termination, at any time prior to delivery. On the specified termination date, Seller shall (1) stop work under the Contract to the extent specified in the termination notice and (2) cease shipment of all Goods covered by the termination notice, other than those already delivered and accepted in accordance with the Agreement. In the event and to the extent of any termination under this clause, Seller's sole remedy and Buyer's total liability shall be to pay Seller the purchase price for all Goods delivered and accepted, but not paid for under the Contract, on or prior to the termination date specified in the termination notice.

14. <u>SUBMISSION OF CLAIMS</u>

Seller shall give Buyer written notice of its intent to submit any claim for compensation under the clause entitled "Termination for Convenience" within thirty (30) days after the claim arises and shall submit all such claims within sixty (60) days after the claim arises. Seller hereby waives, releases, and renounces any claim for compensation not made within this period. Seller shall, upon request, make relevant books and records available to Buyer for inspection, reproduction, and audit to verify any claim for compensation made under this Agreement. Any claim alleging breach of any of the provisions of this Agreement, other than the paragraph entitled "No Restrictions" of the clause entitled "License" is contingent upon failure by the defaulting party to cure the breach within thirty (30) days after service of default notice, specifying the breach, by the non-defaulting party.

15. <u>CANCELLATION FOR DEFAULT</u>

Either party may cancel any Contract, in whole or in part, to the extent the other party fails to perform any of its material obligations under the Contract, and does not cure the failure within thirty (30) days after service of a default notice, specifying the failure. In the event and to the extent of any cancellation under this clause, all obligations of the non-defaulting party and all rights and licenses of the

defaulting party under the Contract shall thereupon be canceled, and all rights and licenses of the non-defaulting party and all accrued obligations of the defaulting party under the Contract shall survive, but in each case only with respect to the Goods covered by the cancellation notice. The defaulting party shall continue to perform its obligations under the Agreement to the extent not canceled. Buyer's total liability shall be to pay Seller for the Goods delivered and accepted, but not paid for under the Contract, on or prior to the effective date of cancellation. Buyer may return, and Seller shall have no claims against Buyer for Goods not accepted by Buyer or for rejected Goods. Seller shall give Buyer written notice of its intent to submit any claims for compensation under this clause within thirty (30) days after the effective date of cancellation and shall submit all such claims within sixty (60) days after the effective date of cancellation. Seller hereby waives, releases, and renounces any claim for compensation not made within this period.

16. <u>COMPLIANCE</u>

a. <u>With Applicable Laws</u>. Seller warrants that in the performance of its obligations under this Agreement, it has complied with or will comply with chapters 6, 7, and 12 of the Fair Labor Standards Act, as amended, and the regulations of the U.S. Department of Labor issued thereunder. The provision entitled "Equal Opportunity" set forth in FAR 52.222-26 is incorporated herein by this reference, except that "Contractor" means Seller. Upon request, Seller shall submit certification that it performed its obligations under this Agreement in accordance with the foregoing warranty.

b. <u>With Export Laws and Regulations</u>. Seller shall comply with the laws and regulation of the United States and its departments and agencies relating to the export of technical data, export controls and sanctions, including, without limitation the 1) United States Export Administration Regulations ("EAR"), 2) International Traffic in Arms Regulations ("ITAR"), 3) regulations and orders administered by the Treasury Departments Office of Foreign Assets Control and 4) laws and regulations of other countries.

c. <u>Authorization to Work in the United States</u>. Seller subscribes to the Department of Homeland Security's eVerify system in order to Confirm that all employees are duly authorized to work in the United States.

17. <u>NOTICES</u>

Any notice, authorization, designation, request, or instruction under or in connection with this Agreement to be effective shall be in writing and shall be deemed duly given or served upon deliver, addressed as set forth in the Contract. This agreement is not intended to be, nor shall it be construed as, a joint venture, association, partnership, franchise, or other form of business organization or agency relationship. Neither party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, express or implied, on behalf of the other, except as expressly provided herein.

18. <u>RELATIONSHIP OF THE PARTIES</u>

Nothing in this Agreement shall be construed as creating any relationship between Seller and Buyer other than that of seller and buyer, or licensor and licensee, respectively. This Agreement is not intended to be, nor shall it be construed as, a joint venture, association, partnership, franchise, or other form of business organization or agency relationship. Neither party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, express or implied, on behalf of the other, except as expressly provided herein.

19. <u>GOVERNING LAW</u>

This Agreement shall be construed under and governed by the laws of the State of New York, without regard to conflict of law provisions. The venue for any such litigation shall be King County, Washington.

20. <u>DISASTER RECOVERY</u>

In the event of a disaster or catastrophe totally or partially disabling Buyer's computing or telecommunications capability, whether due to natural or man-made causes, Seller agrees to use its best efforts to aid in the prompt restoration of computing or telecommunications capability, including but not limited to

furnishing emergency replacements of Goods upon request by overnight delivery, providing of maintenance services, and providing technical assistance to Buyer in its attempts to recover data. Buyer shall be treated at least as favorably as Seller's most favored customer in the event that the disaster or catastrophe affects others. Buyer and Seller shall negotiate in good faith to provide reimbursement to Seller for the actual costs of time, materials, and shipping involved in such emergency response.

21. **GENERAL PROVISIONS**

    a. <u>Severability</u>. If any provision of the Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

    b. <u>Assignment</u>. Neither this Agreement, nor any other obligations under it, may be assigned or delegated by either party without the prior written consent of the other party, except that Buyer may unilaterally assign this Agreement, in whole or in part, to any subsidiary or affiliate of Buyer or from a subsidiary to the parent company. In the sale or transfer of one of its businesses or assets thereof, Buyer may transfer its rights and responsibilities under this Agreement.

    d. <u>Publicity</u>. Neither party shall use the name of the other party in any news release, public announcement, advertisement, or other form of publicity without securing the prior written consent of the other. Nor shall either party disclose any of the terms of this Agreement to any third party without the prior written consent of the other, except to the party's auditors or attorneys or under subpoena duly issued by a court of competent jurisdiction. Notwithstanding the foregoing, Buyer

hereby consents to Seller's inclusion of Buyer's name in a customer listing published in a prospectus or annual report, provided Buyer is not the sole customer listed.

    d. <u>Survival</u>. Except for any licenses expressly terminated or canceled, all licenses granted under this Agreement, all indemnities, warranties, and representations made under this Agreement, and all accrued obligations under the clause entitled "Propriety Information" will survive cancellation or termination of this Agreement. Cancellation or termination of this Agreement or any Contract will not affect operation of those provisions of this Agreement which, by their terms, survive or are required to effectuate the intent of the parties, as reflected by this Agreement.

    e. <u>Third Party Beneficiary.</u> Every subsidiary of Buyer is an intended third-party beneficiary of this Agreement with rights of enforcement.

    f. <u>Rights and Remedies</u>. Except as limited under this Agreement, the rights and remedies afforded to each party under this Agreement are in addition to any other rights or remedies, at law or in equity or otherwise, including, without limitation, the rights and remedies of Buyer as a licensee of intellectual property under 11USC 365(n) (e.g., to retain its rights under this Agreement and to request and obtain a copy of the source code and associated programmer's notes of any computer software provided to Buyer under this Agreement in object code form, as the embodiment of such intellectual property).

    g. <u>Waiver</u>. Either party's failure to exercise any of its rights under this Agreement shall not constitute a waiver of any past, present, or future right or remedy.

    h. <u>Amendments</u>. These terms and conditions may not be changed, amended, or modified except by an amendment in writing, executed by the Buyer's Authorized Procurement Representative and an authorized representative of the Seller.

    i. <u>Code of Conduct</u>. Buyer is committed to conducting its business fairly, impartially, and in an ethical and proper manner. Buyer's expectation is that Seller also will conduct its business fairly, impartially, and in an ethical and proper manner. Buyer's further expectation is that Seller will have (or will develop) and adhere to a code of ethical standards. If Seller has cause to believe that Buyer or any employee or agent of

Buyer has behaved improperly or unethically under this contract, Seller shall report such behavior to Aerojet Rocketdyne. Ethics hotline. Although Buyer will not use the failure to report improper or unethical behavior as a basis for claiming breach of contract by Seller, Seller is encouraged to exert reasonable effort to report such behavior when warranted.

    j. <u>Complete Agreement</u>. This Agreement contains the complete and exclusive statement of the terms of the Agreement between Buyer and Seller with respect to the Goods and merges any prior contemporaneous agreements, commitments, proposals, representations, or communications, oral or written, with respect to the Goods.