

CHEMISTRY SERVICES AGREEMENT

THIS CHEMISTRY SERVICES AGREEMENT (this "Agreement") dated as of the date specified on the face of the Agreement, is between Northrop Grumman Systems Corporation, acting by and through its Aerospace Systems sector ("NGAS" or "Seller") a Delaware corporation, and the party identified on the face of this Agreement ("Buyer").

ARTICLE I: Equipment and Services

1.1 Services: At Buyer's request, NGAS hereby agrees to perform, and Buyer hereby agrees to accept, the analytical services as set forth in the Statement of Work (Services) provided by Seller. The performance of the Services is subject to the terms and conditions contained herein.

1.2 Relationships of Parties: NGAS will perform all Services as an independent contractor. Neither the making of this Agreement nor the performance of any part of the provisions hereof shall be construed to establish a partnership or joint venture relationship.

1.3 Purchase Order: Buyer shall request performance of Service(s) by issuance of a purchase order ("P.O.") which references this Agreement and specifies the desired term of service.

1.4 Term: NGAS will perform Services hereunder for the period from acceptance of this Agreement through Period of Performance stated in the Purchase Order.

ARTICLE II: Payment

2.1 Price: For the Services performed, Buyer will pay NGAS the price identified on the face of this Agreement. The full price will be billed upon completion of the Services and delivery of the final report.

2.2 Travel Expenses: In addition to the Price, if NGAS personnel are required to travel away from their ordinary place of employment to perform Services, then Buyer will reimburse NGAS for all reasonable travel, lodging and meal expenses incurred by such personnel in connection therewith.

2.3 Material: Buyer shall pay NGAS for the actual cost of any materials (plus applicable burdens) NGAS utilizes in the performance of this Agreement.

2.4 Invoices: Invoices will clearly specify the nature of services performed and will include documentation of reimbursable expenses, if any. Within thirty (30) days after date of submittal of NGAS' invoice, Buyer will pay NGAS the amount shown on such invoice at the place and in the manner requested by NGAS.

2.5 Taxes & Duties: Any taxes (including but not limited to, stamp, withholding, value added and turnover taxes), duties, fees, charges, or assessments of any nature levied by any governmental authority in connection with this transaction, whether levied against Buyer or NGAS, or employees of NGAS as a result of Services performed by NGAS under this Agreement, shall be Buyer's responsibility and shall be paid directly by Buyer to the governmental authority concerned. If NGAS is required by law or otherwise to pay any such levy and/or fines, penalties, or assessments in the first instance, or as a result of Buyer's failure to comply with any applicable laws or regulations governing the payment of such levies by Buyer, the amount of any payments so made by NGAS shall be reimbursed by Buyer to NGAS upon submission of NGAS's invoices.

ARTICLE III: Warranty and Liability

3.1 Warranties: NGAS warrants that the Services performed by NGAS will be performed in a workmanlike manner.

THE FOREGOING WARRANTY IN PARAGRAPH 3.1 OF THIS AGREEMENT IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. NGAS' WARRANTY OBLIGATIONS AND BUYER'S REMEDIES THEREUNDER ARE SOLELY AND EXCLUSIVELY AS STATED HEREIN. ALL OTHER WARRANTIES ARE SPECIFICALLY AND COLLECTIVELY DISCLAIMED.

3.2 Limitation of Liability: UNDER NO CIRCUMSTANCES AND UNDER NO THEORY OF LAW OR EQUITY SHALL NGAS BE LIABLE TO BUYER FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, LOST PROFIT AND/OR LOST OPPORTUNITY. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE TOTAL LIABILITY OF NGAS FOR ANY DAMAGES OR LIABILITY UNDER OR RELATED TO THIS AGREEMENT FOR ANY REASON OR CAUSE WHATSOEVER SHALL NOT EXCEED THE TOTAL AMOUNT PAID TO NGAS UNDER THIS AGREEMENT.

ARTICLE IV: Miscellaneous

4.1 Waivers: Failure by either party to insist upon strict performance of any provision of this Agreement by the other party shall not be deemed to be a waiver by such party of its rights or remedies, or a waiver by it of any subsequent default by the other party in the performance of or compliance with any of the terms of this Agreement.

4.2 Entire Agreement & Severability: This Agreement and the Schedules hereto supersede all other agreements, oral or written, heretofore made with respect to the subject hereof and the transactions contemplated hereby, and contains the entire agreement of the parties. If any provision of this Agreement is finally determined to be unlawful, such provision will be deemed to be severed from this Agreement and every other provision of this Agreement will remain in full force and effect.

4.3 Export Compliance: Buyer agrees that it shall comply with all applicable export statutes, laws, rules and regulations.

4.4 Choice of Law: This Agreement shall be construed in accordance with the laws of the State of California excepting those that relate to conflict of laws.

4.5 Force Majeure: NGAS shall be excused from liability for non-delivery, delay in delivery, or delivery of nonconforming goods or services arising from any events beyond its control, whether or not they were foreseeable by either party when entering into this Agreement. Force majeure events may include but is not limited to, war, riot, strikes, lockouts, labor disturbances, or acts of God.

4.6 Shipping Instructions: In the absence of special instructions by Buyer, all packing materials and methods and the carrier and type of conveyance shall be selected by NGAS, which selection shall conform to standard commercial practices of NGAS for domestic or international (as the case may be) shipment of goods so as to minimize damage to the items in transit.

4.7 Risk of Loss: Buyer shall bear all risk of loss and/or damage to items, except if caused by NGAS's gross negligence.

4.8 Insurance: If in the performance of this Agreement, Buyer, Buyer's Customer, or a third party is required to work in and/or enter premises occupied by or under the control of NGAS or to use or operate property furnished by NGAS, Buyer shall procure and maintain during the entire performance period of this Agreement, public liability, property damage and Worker's Compensation insurance. Each of the terms will be incorporated as part of the certificate of insurance prepared by Buyer:

Buyer shall maintain the following insurances: (1) Worker's or Workmen's Compensation Insurance within statutory limits as required by the laws of the state in which the work is performed and such insurance shall provide waiver of subrogation against Seller, including All State and Voluntary Compensation endorsement; (2) Employer's Liability Insurance with a limit of \$1,000,000; (3) Comprehensive General Liability Insurance, including (i) Operations and Premises Liability (with elevator liability), (ii) Completed Operations and Product Liability (maintained in effect for a period of five years after the date of final payment), (iii) Personal Injury Liability, (iv) Contractual Liability, and (v) Broad Form Property Damage Liability (including for completed operations), on an occurrence basis in an amount of a combined single limit of not less than \$5,000,000 per occurrence; and (4) Comprehensive Automobile Liability Insurance, including (i) personal injury and (ii) property damage, to cover (a) owned automobiles, (b) automobiles under long-term lease, (c) hired automobiles, (d) employer's non-ownership liability, (e) medical payments, and uninsured motorists, in the amount of a combined single limit of not less than \$2,000,000 per occurrence.

Such insurance coverage as is required under this Agreement shall be in a form and with insurance carriers satisfactory to Seller and without additional cost to Seller as a price

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adjustment, unless otherwise expressly provided for elsewhere within this Agreement. Such insurance shall protect (i) Customer, (ii) Buyer, (iii) any other party expressly designated by Buyer elsewhere within this agreement, from claims that arise out of or result from operations by (i) Customer under this Agreement, or (ii) any lower-tier subcontractor(s) of Customer, or (iii) anyone directly or indirectly employed by any of them, or (iv) anyone for whose acts any of them may be liable.

Buyer shall have all liability insurance required under this Agreement amended or endorsed to name Seller as an additional insured and to indicate that, with respect to the additional insured, there shall be severability of interest. As evidence of said coverage, Buyer shall forward certificates of insurance, or copies of insurance policies, to Seller, which instruments shall contain a provision requiring notification of Seller in writing of any cancellation or non-renewal of said coverage not less than thirty days before its effectively.

If Buyer fails to purchase or maintain liability insurance required under this Agreement, Seller may, but is not obligated to, purchase such insurance on Buyer's behalf and shall be entitled to be repaid for any premiums paid therefore by Seller.

4.9 Indemnification: Buyer agrees to defend, indemnify and hold harmless NGAS and their respective affiliates, officers, directors, employees, shareholders and agents, from and against all losses, costs, expenses, damages, suits or liability of any nature incurred as a result of personal injury or property damage arising out of Buyer's acts or omissions, negligence, willful misconduct or caused by Buyer's property or property under the responsibility of Buyer.