

# AIRBUS

## AIRBUS DS GOVERNMENT SOLUTIONS, INC. STANDARD PURCHASE ORDER TERMS AND CONDITIONS

### 1. GENERAL:

- (a) Each purchase by Airbus-DS-GS, Inc. (“Airbus-DS-GS”) from a supplier (“Seller”) shall be governed by these Standard Purchase Order Terms and Conditions (“Terms”), unless the parties have entered into a written agreement setting out applicable terms and conditions and expressly stating that such terms are intended to supersede these Standard Purchase Order Terms and Conditions. Seller agrees to sell, and Airbus-DS-GS agrees to buy, the goods, articles, materials, or services (“Goods”) described on an Airbus-DS-GS purchase order (“PO”) for the price, at the time, and on the terms of payment shown on the PO. The PO and the provisions of any drawings, prints, plans, descriptions, specifications, representations, samples, data, flowdowns, prime contracts, and other documents referred to therein and adopted by reference (“Documents”) constitute the entire agreement relating to the purchase of Goods and supersede all prior proposals, negotiations, and counterproposals. As used herein, the term “PO” shall include all Documents related to such PO.
- (b) By providing the Goods described in the PO, or commencing performance of the services included within the Goods described in the PO, Seller agrees to the terms set forth in the PO. Any different or additional items in Seller’s acceptance of the PO are hereby objected to and will be considered only as proposals for addition to the PO. Such proposed additional terms will not be binding unless agreed to in writing by an authorized representative of Airbus-DS-GS referencing the PO to which such proposed additional terms apply. Commencement or performance by Seller in the absence of Airbus-DS-GS’s agreement to such proposals will constitute Seller’s acceptance of the terms and conditions set forth herein.
- (c) In the event the Goods include services, the commencement or performance of certain services may require an authorization to proceed notice to be issued by an authorized representative of Airbus-DS-GS (“Proceed Notice”). The requirement for a Proceed Notice shall be stated on the PO. In the event Seller commences performance under the PO before a Proceed Notice is issued to the Seller, the Seller does so at its own risk for any costs or expenses incurred by Seller due to such performance, including but not limited to costs related to (i) limited access to a site, location, or persons, (ii) extended mobilization of personnel, contractors, equipment, and other resources, and (iii) resource allocation.

### 2. DELIVERY:

- (a) The Goods delivery schedule specified in the PO will be binding on Seller. Time is of the essence to the PO and a material element of these Terms. Any early delivery will require Airbus-DS-GS’s consent. Any costs or expenses incurred by

# AIRBUS

either party in connection to Seller's failure to strictly adhere to the delivery schedule stated in the PO shall be borne by the Seller.

- (b) Deliveries are to be made both in the quantities and at the times specified in the PO. If Seller fails to meet such schedule, Airbus-DS-GS, may, without limiting its other rights or remedies, direct the Seller to procure reasonable expedited shipping for Goods and any excess costs incurred thereby shall be debited to Seller's account. Airbus-DS-GS may cancel all or part of the PO in the event Seller fails to deliver Goods as scheduled in the PO.
  - (c) No partial shipments will be accepted without Airbus-DS-GS's written approval.
3. **CHANGES:** Airbus-DS-GS may, at any time prior to delivery of the Goods, by a written change PO ("Change Order") which changes in the terms of the original PO. If any such Change Order causes an increase or decrease in the cost of, or the time required for performance of, any part of the work under the PO, or affects any other provisions of the PO, an equitable adjustment shall be made in the PO price or delivery schedule, or both, and in such other provisions of the PO as may be affected. Any claim by Seller for adjustment under this clause must be asserted in writing within ten (10) business days of Seller's receipt of the Change Order. The PO shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived in whole or in part, except by written Change Order hereto signed by Airbus-DS-GS's authorized representative. Notwithstanding anything to the contrary in these Terms, the PO, or the Documents, (i) any Goods prepared, procured, produced, manufactured, or assembled with the use of Confidential Information (as defined below) is, and shall remain, the property of Airbus-DS-GS ("Airbus Goods"), (ii) any Airbus Goods required under a PO, but not required under a Change Order related to such PO, shall be either be (A) delivered to Airbus-DS-GS as instructed by Airbus-DS-GS, or (B) disposed of as instructed in writing by Airbus-DS-GS, (iii) Airbus-DS-GS shall pay to Seller an equitable price for such Airbus Goods if prepared, procured, produced, manufactured, or assembled in reasonable anticipation of performance under the PO, including reasonable out-of-pocket expenses related to Seller's delivery of such Airbus Goods as instructed by Airbus-DS-GS.
4. **PURCHASE ORDER NUMBER:** Airbus-DS-GS's PO number must appear on all invoices, packing lists and bills of lading and shall appear on each package, container or envelope or each shipment made pursuant to the PO.
5. **INVOICES:**
- (a) Invoices shall be billed in United States dollars and shall contain the following information: PO number, item number, description of item, sizes, quantities, unit prices, and extended totals in addition to any other information specified elsewhere herein. Payment of invoices shall not constitute acceptance of Goods and shall be subject to adjustment or offset for errors, shortages, defects in the Goods or

# AIRBUS

other failure of Seller to meet the requirements of the PO. Payment of invoices shall be made by Airbus-DS-GS net sixty (60) days.

## 6. **PACKAGING AND SHIPMENT:**

- (a) Seller shall pack all Goods in accordance with best practices of Seller's industry with (i) appropriate dunnage to prevent damage to the Goods, (ii) security measures to prevent the easy access, review, or disassembly of the Goods, or otherwise the disclosure of Airbus' Confidential Information, (iii) reasonable anticipation of environmental hazards given the method of shipping used, and (iv) any required notices, information, warnings, or other postings required by law, rule, or regulation. All shipments of Goods shall be FOB destination unless different Incoterms 2000 are specified on the PO.

- 7. **INSPECTION:** All Goods (including raw materials, components, subassemblies and products) may be inspected and tested by Airbus-DS-GS at all reasonable times and places before, during or after manufacture. Acceptance will be done no later than 45 days after delivery and if not rejected (in writing) within the said 45 days, the Goods will be deemed accepted. If any Goods are defective in materials, workmanship, or are otherwise not in conformity with the requirements of the PO, Airbus-DS-GS shall have the right, whether or not payment has been made by Airbus-DS-GS, to reject them or require that such defects be corrected or such Goods replaced (at Airbus-DS-GS's option) promptly with satisfactory materials and workmanship. The rejected Goods may, at Airbus-DS-GS's discretion, be returned to Seller (for repair or replace, if requested by Airbus-DS-GS in its sole discretion) at Seller's expense. In no event shall Airbus-DS-GS be liable for any reduction in value of samples used in connection with any inspection or test. If any inspection or test is made on the premises of Seller, Seller shall, without additional charge, provide reasonable facilities and assistance for the safety and convenience of inspectors in such manner as not unduly to delay the work. Seller further agrees to maintain all authenticated inspection and cost documents that relate to work performed under the PO. Such records shall be retained by Seller after completion of the PO or as otherwise specified by Airbus DS-GS and made available to Airbus-DS-GS upon request for not less than the later of (i) seven (7) years after the date of an applicable PO, and (ii) the record retention requirements of the Documents related to a PO. Seller agrees to supply Airbus-DS-GS with inspection and cost reports, affidavits, certifications or any other documents as may be reasonably requested.

- 8. **DISCLOSURE OF INFORMATION:** Seller shall keep strictly confidential all information, drawings, specifications, data, documents, know-how, or trade secrets disclosed by Airbus-DS-GS to Seller or its representatives, made available by Airbus-DS-GS to Seller or its representatives, or otherwise learned by Seller or its representatives pursuant to, or in connection with the PO ("Confidential Information"). Seller shall not disclose or use such Confidential Information to the

# AIRBUS

benefit of itself or any other party, or for any other purpose other than in the furtherance of the PO. Except as required for the efficient performance of the PO, Seller shall not make copies of any documents provided and shall return all such information and materials to Airbus-DS-GS upon completion of the purchase of the Goods hereunder or as requested at any time by Airbus-DS-GS.

9. **TOOLING:** Unless otherwise specified in the PO, all tooling and/or other articles required for the performance hereof shall be furnished by Seller, maintained in good condition and replaced, when necessary, at Seller's expense. If Airbus-DS-GS agrees to pay Seller for special tooling or other items, either separately or as a stated part of the unit price of goods purchased herein, title to same shall be and remain Airbus-DS-GS's property.
10. **INDEMNIFICATION; LIMITATION OF LIABILITY:**
  - (a) Subject to Section 10(c) and (d), Seller shall indemnify, hold harmless, and defend Airbus-DS-GS and its managers, officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Airbus Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and attorneys' fees, that are incurred by Airbus Indemnified Party arising out of any claim related to the PO resulting from Seller or Seller's representatives' negligent act or omission, fraud, willful misconduct, breach of any term of the PO, these Terms, or any other agreement between Seller and Airbus-DS-GS, violation of law, rule, or regulation, disclosure or use of Confidential Information in violation of these Terms, or infringement or misappropriation of intellectual property rights (collectively, "Airbus Losses").
  - (b) Subject to Section 10(c) and (d), Airbus-DS-GS shall indemnify, hold harmless, and defend Seller and its managers, officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Seller Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and attorneys' fees, that are incurred by Seller Indemnified Party arising out of any third party claim related to the PO resulting from Airbus-DS-GS's grossly negligent act or omission, fraud, or willful misconduct (collectively, "Seller Losses", and together with Airbus Losses, "Losses").
  - (c) Except for in connection with gross negligence, fraud, willful misconduct, breach of Confidential Information obligations, violations of law, rule, or regulation, and or infringement or misappropriation of intellectual property rights, the aggregate Losses for which one party shall be liable to the other party hereunder shall be limited to the greater of (i) the limits of the insurance required to be maintained

# AIRBUS

under the PO, and (ii) twice the price payable by Airbus-DS-GS to Seller under the PO.

- (d) EXCEPT FOR LIABILITY FOR BREACH OF CONFIDENTIALITY AND LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS REPRESENTATIVES BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THESE TERMS OR THE PO.
11. **TERMINATION:** The PO may be terminated in whole or in part at any time by Airbus-DS-GS (i) for cause in the event Seller is in default under these Terms or the PO and Seller cannot cure such defaults within five (5) days of notice of such defaults by Airbus-DS-GS (“Cause”), or (ii) for its convenience (“Convenience”).
- (a) Upon notice of termination for Convenience, Seller shall submit promptly to Airbus-DS-GS, but in no event later than three (3) months from the effective date of termination, a claim for reimbursement for the actual costs incurred by Seller by reason of such termination for Convenience. Such actual costs shall exclude any charges for the interest or loss of material or parts which can be delivered or diverted to others and shall be subject to any requirements related to Airbus Goods. The claim shall not exceed the pro-rata portion of the PO which is cancelled. Such claim shall be Seller’s sole remedy for such termination for Convenience. All completed or partially completed items and all materials for which compensation is paid to Seller upon termination shall become the property of Airbus-DS-GS including but not limited to Airbus Goods and any materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and manufacturing materials specifically produced or acquired for performance of the PO.
- (b) Upon notice of termination for Cause, (i) Seller shall cease all work in connection with the PO, and (ii) shall immediately return all Airbus Goods, Confidential Information, and any other property of Airbus-DS-GS to Airbus-DS-GS, and verify the same in writing. If terminated for Cause, Airbus-DS-GS shall not owe any further consideration to the Seller in connection with the PO.
12. **INSURANCE:** Seller agrees to maintain proper Workman’s Compensation Insurance covering all employees performing work under the PO. Seller shall also maintain at all times (i) general liability insurance policy from an AAA-rated insurance carrier with a minimum of \$1,000,000 in coverage and (ii) an errors and omissions insurance policy from an AAA-rated insurance carrier with a minimum of \$1,000,000 in coverage (such coverage to be independent of coverage provided under the general liability insurance policy). Seller shall provide certificates of such coverage to Airbus-DS-GS upon request.

# AIRBUS

13. **COMPLIANCE WITH LAWS:** In the performance of work or services under the PO, Seller shall fully comply with all US federal, and all other applicable international, federal, provincial, state and local laws, regulations and ordinances.
14. **ASSIGNMENTS AND SUBCONTRACTS:** Unless with written consent of Airbus-DS-GS or as expressly stated on the PO, Seller shall not assign the PO, any proceeds therefrom or any right or obligation hereunder, or subcontract its obligations hereunder. In the event Airbus-DS-GS expressly allows for subcontracting, Seller agrees that (i) all subcontractors shall be pre-approved by Airbus-DS-GS, (ii) will be made aware of these Terms and the PO, (iii) all subcontractors shall agree to be bound by these Terms and the PO as if they were the Seller hereunder, and (iv) Seller shall be liable to Airbus-DS-GS for any breaches of these Terms or the PO by such subcontractors as if such subcontractors were Seller hereunder and thereunder.
15. **FORCE MAJEURE:** No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached these Terms or the PO, for any failure or delay in fulfilling or performing any term of these Terms or the PO, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control, including, without limitation, the following force majeure events ("Force Majeure Events"): (i) acts of God, (ii) flood, fire, earthquake, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, (iv) government order, law, or actions, (v) embargoes or blockades in effect on or after the date of this Agreement, and (vi) strikes, labor stoppages or slowdowns. Notwithstanding the foregoing, Force Majeure Events shall not be deemed to include (x) the impact of COVID-19 (or other variants of the same), (y) economic conditions which raise or lower the price or availability of goods or materials, or (z) political actions limiting economic opportunities from a certain country, region, or economic zone.
16. **WARRANTY:**
  - (a) Seller warrants the Goods delivered hereunder to be free from defects in workmanship and materials to be new and of the most suitable grade of their respective kinds, to conform to applicable specifications, drawings, samples or other description given, including those set forth in the PO and Seller's sales literature, to be of merchantable quality and, if of Seller's design, to be suitable for the purpose intended, to meet all of the performance requirements, and to be free from defects in design. This warranty shall run to Airbus-DS-GS, its successors and assigns and the end users of Goods covered by the PO. Such express warranties shall be standard warranty or guarantee of Seller, shall be construed as conditions as well as warranties and shall be exclusive. Seller agrees to replace or correct any Goods not conforming to the foregoing requirements when notified by Airbus-DS-GS before the later of (i) the date twelve (12) months after putting the Good or Goods into service, (ii) the warranty expiration date occurring after the



# AIRBUS

foregoing 12-month period, if so provided by Seller or the manufacturer of the Goods, and (iii) any additional warranty period agreed to in writing by Seller and Airbus-DS-GS. If Seller, upon notice of defect fails promptly to correct or replace the Goods, Airbus-DS-GS may do so without further notice and Seller shall reimburse Airbus-DS-GS for all costs incurred thereby. No inspection cost of approval of any kind, including approval of designs, shall affect Seller's obligation under this Section 16. Goods which have been rejected shall not thereafter be tendered for acceptance unless the basis for rejection has been corrected and identified in writing to Airbus-DS-GS. Replaced or repaired Goods shall be subject to the provisions of this Section 16 to the same extent as the original Goods, except that the warranty shall run from the last delivery date.

- (b) With respect to Goods delivered hereunder, Seller shall be obligated to make available to Airbus-DS-GS any parts which may be required for the continued use or operation of such Goods for a period equivalent to the anticipated technical service life of such Goods or ten (10) years after last delivery, whichever is longer.
- (c) In the event that Seller intends to discontinue manufacture or delivery of any such parts after expiration of the period mentioned in Section 16(b) above, Seller shall notify Airbus-DS-GS thereof and shall offer Airbus-DS-GS the opportunity to place a final order before such discontinuance.

## 17. INTELLECTUAL PROPERTY:

- (a) Where performance under the PO includes experimental, developmental or research effort and such work is pre-agreed in writing and paid for in whole or in part by Airbus-DS-GS, Seller agrees that such work or work product shall be deemed a "work made for hire" within the meaning of the Copyright Act of 1976, as amended (the "Act"), that Airbus-DS-GS is the "author" within the meaning of the Act, that all such copyrightable works shall be owned exclusively by Airbus-DS-GS on their creation, and that Seller hereby expressly disclaims any interest in any of them. In the event (and to the extent) that such work or work product is found as a matter of law not to be a "work made for hire" within the meaning of the Act, Seller hereby assigns to Airbus-DS-GS the sole and exclusive right, title and interest in and to all such works without further consideration, and agrees to assist Airbus-DS-GS to register, and from time to time to enforce, all patents, copyrights and other rights and protections relating to the work or work product in any and all countries. To that end, Seller agrees to execute and deliver all documents requested by Airbus-DS-GS in connection therewith, and irrevocably designates and appoints Airbus-DS-GS its agent and attorney-in-fact to act for and in its behalf and stead to execute, register and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution and issuance of patents, copyrights or similar protections with the same legal force and effect as if executed by Seller. Any and all intellectual property rights in and to Seller's Goods, including any modifications and enhancements thereto are and shall remain the

# AIRBUS

exclusive property of Seller. Any software included within the Goods is provided under limited license and may not be used for any other purpose.

- (b) To the extent the Goods, or any part of the Goods, includes intellectual property not subject to the protections contained in Section 17(a), or includes Seller's intellectual property (collectively, "Non-Airbus IP"), Seller grants to Airbus-DS-GS on behalf of itself, its affiliates, and its and their respective officers, directors, employees, equity holders, partners, agents, and representatives a worldwide, fully-paid, irrevocable, royalty-free, transferrable, assignable, and non-exclusive license to use the Non-Airbus IP as it exists and is used in the Goods and any other reasonable application naturally stemming from its application in the Goods.
18. **APPLICABLE LAW:** The PO will be construed and interpreted in accordance with the laws of the State of New York and the United States of America without reference to conflicts of law principles. Each party hereby consents to the exclusive jurisdiction of the courts of the State of New York located in the borough of Manhattan and the federal courts of the Southern District of New York in connection with any suit or proceeding arising out of or relating to the PO.
  19. **ASSIGNMENT:** Seller shall not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of Airbus-DS-GS. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder unless Airbus-DS-GS enters into a novation releasing the Seller of its obligation under the Terms or the PO.
  20. **GOVERNMENT CONTRACT:** If the PO is issued for any purpose which is either directly or indirectly connected with the performance of a contract with the US Government or a subcontractor thereunder, the terms required under applicable Federal Acquisition Regulations or other appropriate regulations shall be deemed to apply to the PO, along with the specific terms of such contract which shall flowdown to the Seller and Seller shall be subject as if it were Airbus-DS-GS thereunder.
  21. **EXPORT LAWS:** All Goods delivered under the PO are subject to applicable United States export control laws and may be subject to export/import regulations in other countries. Seller agrees to comply strictly with all such laws and regulations and acknowledges that it has the responsibility to obtain such licenses to export, re-export or import as may be required.