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1. DEFINITIONS

- 1.1. "AE" means Attollo Engineering.
- 1.2. "Affiliate" means, with respect to any entity, any other entity that directly or indirectly controls, is owned by, controlled by or under common ownership or control with such entity.
- 1.3. "Agreement" means any agreement that references these Terms and Conditions, including but not limited to, a long term or master agreement, or an Order.
- 1.4. "Background Intellectual Property" shall mean all Intellectual Property other than Foreground Intellectual Property.
- 1.5. "Buyer" means AE or Affiliate thereof that issues an Order referencing the Agreement and/or these Terms and Conditions.
- 1.6. "Buyer Personal Information" means any information or data provided (directly or indirectly) or made accessible to Supplier or its agents, representatives, or subcontractors in connection with an Agreement or any Order that relate to any identified or identifiable natural person, or, to the extent of a conflict with applicable law, that is subject to any Data Privacy Laws.
- 1.7. "Buyer's Customer" means the ultimate owner, lessee, or operator of the Goods and/or Services and includes any purchaser of an end product incorporating the Goods and/or Services provided by Supplier under the Order.
- 1.8. "Data Privacy Laws" means applicable national, federal, state, and provincial laws relating to data privacy, the protection of personal information or data, and the cross-border transfer of personal information or data.
- 1.9. "Delivery Date" means the date of delivery for Goods and/or Services as specified in an Order and/or by the Delivery System.
- 1.10. "Delivery System" means Buyer's delivery scheduling system and electronic data exchange billing and invoicing system.
- 1.11. "Foreground Intellectual Property" shall mean all Intellectual Property and tangible work product conceived, created, acquired, or first reduced to practice in connection with the Order.
- 1.12. "Goods" means goods, parts, supplies, software, technology, drawings, data, reports, manuals, other specified documentation, Services, or items that are required to be delivered pursuant to, or in connection with, an Order. For clarity, changes made by Buyer to the part numbers and/or other description of the Goods as a result of a change under the Changes clause of these Terms and Conditions will continue to be Goods.
- 1.13. "GTC Laws" mean the customs, export control, sanctions and U.S. anti-boycott laws, regulations, and orders applicable at the time of the import, export, re-export, transfer, disclosure, or provision of Technical Data, Goods or Services including, without limitation, the (i) Export Administration Regulations ("EAR"), 15 Code of Federal Regulations (C.F.R.) Parts 730-774; (ii) International Traffic in Arms Regulations ("supp"), 22 C.F.R. Parts 120-130; (iii) Foreign Assets Control Regulations, 31 C.F.R. Parts 500-598; (iv) Internal Revenue Code, 26 U.S.C. § 999; (v) regulations administered by the U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms, and Explosives ("ATF") found in 27 CFR Chapter II; (vi) Customs regulations, 19 United States Code (U.S.C.) and Title 19 C.F.R.;



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and (vii) applicable customs and export laws and regulations of other countries, except to the extent they are inconsistent with the U.S. laws.

- 1.14. "Harmful Code" means any software, hardware or other technologies, devices or means, the purpose or effect of which is to: (i) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner, any (a) computer, software, firmware, hardware, system, or network; or (b) any application or function of any of the foregoing or the integrity, use, or operation of any data Processed thereby; or (ii) prevent Buyer or any authorized user from accessing or using the Services as intended by this Agreement, and includes any virus, bug, trojan horse, worm, self-help code, back door, or other malicious computer code, and any time bomb or drop dead device.
- 1.15. "Intellectual Property" means all inventions, patents, software, copyrights, mask works, industrial property rights, trademarks, trade secrets, know-how, proprietary information and rights and information of a similar nature. Such information includes, without limitation, designs, processes, drawings, prints, specifications, reports, data, technical information, and instructions.
- 1.16. "Lead Time" means the maximum time within which Supplier agrees to deliver Goods after receipt of a delivery requirement for such Goods, taking into account the manufacturing lead time and material lead time related to such Goods. Unless otherwise mutually agreed between Buyer and Supplier, Lead Times are measured based on the date of receipt of the relevant Goods at Buyer's facility.
- 1.17. "Order" means a paper or electronic document, sent by Buyer to Supplier, or an entry in the Delivery System, to initiate the ordering of Goods or Services, such as a purchase order, a scheduling agreement, a statement of work, or other authorization, including Changes, supplements, or modifications thereto. The phrase "in connection with the Order" includes performance of the Order, performance in anticipation of the Order, and preparation of a bid or proposal for the Order. Where the context permits, the term Order includes an Agreement.
- 1.18. "Party" or "Parties" means Buyer and/or Supplier, individually or collectively, as the context requires.
- 1.19. "Process" means with respect to AE Information, to use, access, manipulate, modify, disclose, store (including back-up), transmit, transfer, retain, and dispose of such AE Information.
- 1.20. "Program Specific Documents" means the program attachments, including without limitation, program specific terms corresponding to platforms related to commercial and military programs, as the Parties may agree, which set forth the specific terms and conditions for each platform and/or program, as applicable, and which are incorporated into applicable Orders.
- 1.21. "AE Information" means any (i) Proprietary Information; (ii) Buyer Personal Information; and (iii) other data, materials, or information owned or managed by Buyer or Buyer's Affiliates or which Buyer or Buyer's Affiliates are obligated to manage and/or protect on behalf of others: (a) provided to Supplier by Buyer or Buyer's Affiliate; (b) that Supplier or Supplier Personnel collects, Processes, or generates for or on behalf of, or at the direction of Buyer or Buyer's Affiliate in providing the Services, including in each case metadata from Buyer's or Buyer's Affiliates' use of the Services and derivatives of any of the foregoing (e.g., aggregations of AE Information, profiles of users of the Services, or analysis of the content of Buyer or Buyer's Affiliate data records or how Buyer or Buyer's Affiliate uses the Services).
- 1.22. "Services" means Supplier's activities ancillary to manufacture or delivery of Goods, including design, engineering, installation, repair, and maintenance, even if performed prior to the Effective Date of an Agreement or the issuance of an Order.

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- 1.23. "Specifications" means all requirements with which Goods and performance hereunder must comply, as specified or referenced by Buyer in Orders, including, without limitation, Program Specific Documents, drawings, instructions, and standards on a Buyer web site or elsewhere, as such requirements are modified from time to time by Buyer.
- 1.24. "Supplier" means the legal entity providing Goods and/or Services or otherwise performing work pursuant to an Order or Agreement.
- 1.25. "Supplier Personnel" means Supplier's employees, agents, representatives, subcontractors, subcontractor employees, or any person used by Supplier in the performance under an Order or Agreement.
- 1.26. "Technical Data" means information that is necessary for the design, development, production, operation, modification, or maintenance of Goods or Services as set forth in applicable GTC Laws. Technical Data includes derived Technical Data that is of non-U.S. origin, but subject to U.S. jurisdiction, which may include, but is not limited to, drawings, specifications, or operation sheets containing U.S. origin data or that were developed using U.S. origin data.
- 1.27. "Terms and Conditions" means these Attollo Engineering, LLC Standard Terms and Conditions of Purchase - Product.

2. ORDER ACCEPTANCE


- 2.1. Supplier's (i) full or partial performance under, or indication thereof, or (ii) acknowledgement of the Order, is acceptance of the Order and all terms and conditions contained in the Order and incorporated into the Order, including these Terms and Conditions. Any terms and conditions proposed in Supplier's offer, acceptance, acknowledgment, invoice, or other Supplier communication that add to, vary from, or conflict with the terms herein are hereby rejected.

3. QUALITY REQUIREMENTS

- 3.1. Supplier shall comply with all Specifications, Buyer quality documents and all subsequent versions thereof applicable at the time of deliveries. Supplier shall immediately notify Buyer, in writing, of any failure of Supplier and/or the Goods to comply with the Specifications.
- 3.2. Supplier and Supplier's subcontractors that are allowed access to the US Government Industry Data Exchange Program ("GIDEP") shall participate in monitoring GIDEP alerts that affect the Goods ("GIDEP Alerts") and shall act on any GIDEP Alerts.
- 3.3. Supplier shall promptly notify Buyer of any GIDEP Alerts and ADs related to the Goods.

4. DELIVERY

- 4.1. Time is of the essence in Supplier's performance of an Order, and Supplier shall deliver Goods and perform Services by the Delivery Date.
- 4.2. Shipment shall be to the location directed by Buyer. If Buyer will be the importer of record Supplier shall ship Goods FCA Supplier's facility (Incoterms 2020) unless the Order or Buyer's Delivery System

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provide different instructions. Title and, notwithstanding the foregoing, risk of loss shall pass to Buyer upon receipt of Goods at Buyer's facility or third party drop shipment point.

4.3. If Buyer requests delivery of Goods on a date which does not allow sufficient Lead Time (a "Need Date"), Supplier shall use all commercially reasonable efforts to meet such Need Date. If Supplier agrees in writing to meet a Need Date, such Need Date shall be considered the Delivery Date. If Supplier does not agree to meet the Need Date, Buyer may, without liability: (i) reduce or cancel its requirements for such Goods, (ii) reallocate to another Order or reschedule any such Goods, or (iii) waive the Need Date and accept such Goods on the original Delivery Date.

5. INSPECTION, ACCEPTANCE AND REJECTION OF GOODS

5.1. Supplier shall only tender Goods to Buyer that have passed inspection in accordance with the applicable inspection system and that otherwise conform to all requirements of an Order.

5.2. Buyer may provide written notice of acceptance of the Goods to Supplier. However, in the absence of Buyer's written acceptance and notwithstanding (i) prior inspection of, (ii) payment for, (iii) use of, (iv) delivery of, or (v) transfer of title to or risk of loss of the Goods to Buyer, acceptance shall not be deemed to occur until 2 months following Buyer's receipt of Goods ("Inspection Period").


5.3. During the Inspection Period, Buyer may: (i) reject all or a portion of any nonconforming Goods; or (ii) accept all or a portion of such nonconforming Goods with a price reduction for the cost of repair or the diminution of value.

5.4. Buyer may reject and/or return, at Supplier's risk and expense, shipments of Goods made in excess of the Order quantities, or in advance of the scheduled Delivery Date. Buyer may defer payment on Goods delivered in advance of the scheduled Delivery Date until the scheduled Delivery Date for such Goods.

5.5. Within 30 days of Supplier's receipt of Buyer's notification of a nonconformity, Supplier shall, at Supplier's sole cost and expense, investigate the nonconformity, deliver to Buyer a written report of its investigation and conclusions, and formulate a corrective action plan acceptable to Buyer. Once approved by Buyer, Supplier must then timely implement such corrective action plan.

5.6. With respect to nonconforming Goods rejected prior to acceptance, Buyer may at its election and at Supplier's risk and expense (i) hold nonconforming Goods for Supplier, or (ii) return nonconforming Goods to Supplier for, at Buyer's option, either (a) full credit or refund, or (b) replacement Goods to be received within 24 hours of nonconformity notification. Title to such rejected Goods returned to Supplier shall transfer to Supplier upon such delivery and such Goods shall not be replaced by Supplier except upon written instructions from Buyer. Replacement Goods delivered to Buyer hereunder shall be shipped at Supplier's expense and risk of loss. Additionally, nonconforming Goods rejected prior to acceptance shall not be tendered again to Buyer for acceptance unless permitted by Buyer and applicable law and accompanied by a disclosure of Buyer's prior rejection.

5.7. Notwithstanding any other provision, in addition to the foregoing, Supplier shall be liable for Buyer's actual costs, expenses and damages related to or arising from nonconforming Goods, including, but not limited to labor and other costs related to transportation, expediting, removal, disassembly, failure analysis, fault isolation, assembly, reinstallation, re-inspection, retrofit, replacement, and any and all other such corrective action costs incurred by Buyer.

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6. WARRANTY

- 6.1. Supplier warrants to Buyer, Buyer's successors, assigns, and Buyer's Customers that all Goods provided under the Order shall be, upon acceptance thereof, and thereafter continue to be: (i) merchantable; (ii) fit for the purpose intended; (iii) new; (iv) free from defects in material and workmanship; (v) free from defects in design if the design is not provided by Buyer; (vi) manufactured in strict accordance and compliance with the Specifications; (vii) free from liens or encumbrances on title; and (viii) free of Harmful Code (collectively, "Warranty"). If the Order requires specific Goods to perform as a system, the foregoing Warranty shall also apply to those Goods as a system. Inspection (including Buyer's approval of Supplier's inspection process and any subsequent remedial measures), and acceptance or use of Goods furnished hereunder shall not affect Supplier's obligations under this Warranty, and the Warranty shall survive any such inspection, testing, acceptance, and use.
- 6.2. Buyer may require Supplier to promptly (i) repair, replace, or refund amounts paid for, at Buyer's option, any Goods which breach the Warranty; and (ii) re-perform, correct, or refund amounts paid for, at Buyer's option, any Services which breach the Additional Service Warranty. If Supplier fails or is unable to repair, replace, or correct non-conforming Goods or Services, Buyer may, at Buyer's option, make such repair, replacement, or correction and charge Supplier for the cost incurred thereby. Goods returned to Buyer hereunder shall be shipped at Supplier's expense and risk of loss and shall be accompanied by a notice stating whether they are new replacements or repaired originals and shall continue to be covered under this Warranty. Supplier shall conduct intake, review, analysis, and any other activity required to evaluate whether the returned Goods are covered by the Warranty at no expense to Buyer.
- 6.3. Notwithstanding any other provision, in addition to the foregoing, Supplier shall be liable for Buyer's actual costs, expenses and damages related to or arising from Goods and/or Services not conforming to the Warranty or the Additional Service Warranty, as applicable, including but not limited to labor and other costs related to transportation, expediting, removal, disassembly, failure analysis, fault isolation, assembly, reinstallation, re-inspection, retrofit, replacement, and any and all other such corrective action costs incurred by Buyer.
- 6.4. Supplier warrants to Buyer that all documentation and certifications by Supplier or Supplier's subcontractors or business partners related to the Goods, Services and Order, as applicable, are current, complete, truthful, and accurate and have been signed or stamped, as applicable, by individuals authorized and qualified to sign or stamp such documentation and certifications.

7. INDEMNIFICATION

- 7.1. Supplier shall indemnify and hold harmless Buyer, Buyer's Customers, insurers, Affiliates and their employees, agents, officers, and directors from and against all suits, claims, judgments, awards, losses, damages, costs, or expenses (including attorneys' fees) relating to, arising out of, or caused by (i) Supplier's performance hereunder, (ii) any act or omission of Supplier, or (iii) any Goods or Services. Supplier's indemnification obligation hereunder covers, without limitation, injuries, sickness, diseases (including occupational disease whenever occurring), or death of Supplier employees.

8. TAXES

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- 8.1. Unless otherwise stated in the Order, all payments or prices are exclusive of any transactional taxes, including sales and use, value-added, goods and services, or any other taxes, fees or duties (“Taxes”) levied in regard to any of the transactions covered by the Order. Buyer is not responsible for any tax based on Supplier’s income, payroll, or gross receipts. Any Taxes that Supplier is required to collect from Buyer shall be separately stated on the invoice and Supplier shall be responsible to remit any such Taxes to the relevant tax authority.
- 8.2. Except as otherwise set forth in an Order, Supplier shall deliver electronically by way of the Internet all software of any type, including manuals. Supplier shall separately itemize the prices of electronically delivered software, licenses, fees, and Services on invoices. Invoices shall clearly indicate the manner of software delivery by inclusion of the phrase, "software delivered electronically to the customer via the Internet."

9. INSPECTION AND AUDIT RIGHTS

- 9.1. Supplier (which, for the purposes of this Section, includes Supplier and its suppliers, subcontractors and business partners) shall at any time, and after reasonable notice by Buyer, grant to Buyer, Buyer’s authorized representatives, Buyer’s Customers and to any competent regulatory authority, (i) unrestricted access to (or if requested by Buyer, provide to Buyer copies of) Supplier’s records, and documentation related to this Agreement (including, without limitation, those pertaining to quality, legal and regulatory compliance, inspection and testing of Goods and Services, physical and network security and data protection procedures and controls, and ethics and compliance programs), wherever such records may be located; and (ii) access to Supplier’s premises to perform any type of inspection, test, audit or investigation with respect to Supplier’s premises and network, including, without limitation, manufacturing and test locations used in connection with the Order, for the purpose of enabling Buyer to verify compliance with the requirements set forth in the Order or for any other purpose indicated by Buyer’s Customers or said authority in connection with the design, development, certification, manufacture, sale, use, or support of the Goods or Services. Any purchasing agent or manager may submit a SCAR Form to a supplier that has shown quality problems or the potential for nonconformity.
- 9.2. Supplier shall maintain such complete records, and documentation for all Goods and Services, which shall be available to Buyer during performance of an Order and until the later of: (i) 5 years after final payment, (ii) final resolution of any dispute involving the Goods or Services delivered hereunder, (iii) the latest time required by an Order, (iv) the latest time required by applicable laws and regulations, effective as of the date of the Order, as applicable, or (vi) as otherwise directed by Buyer.
- 9.3. Any corrective action requested by Buyer, Buyer’s Customers, or any said authority following any such inspection, test, audit, or investigation shall be implemented by Supplier at Supplier’s cost.

10. BUYER-FURNISHED AND BUYER-FUNDED ITEMS

- 10.1. All material, including information, furnished by Buyer to Supplier under the Order (“Buyer Furnished Items”) shall be delivered as specified in the Order or, if not specified, in sufficient time to enable Supplier’s timely performance. Buyer shall have no liability to Supplier for any delays or failures in the delivery of Buyer Furnished Items. If Buyer Furnished Items are not delivered to Supplier in sufficient time to enable Supplier to meet Delivery Dates, Supplier may notify Buyer of the delay and shall be

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entitled to an extension of such schedule equal to the period of the delay. Such adjustment shall be Supplier's sole and exclusive remedy. Title to Buyer Furnished Items shall remain with Buyer.

10.2. Title to all tooling, test equipment, and material identified as a separate line item under an Order or referred to in any Agreement between Buyer and Supplier and fabricated or acquired by Supplier ("Buyer Funded Items") shall vest in Buyer. Buyer shall have the right to have Supplier convey possession of Buyer Funded Items to Buyer promptly upon written request.

10.3. Buyer Furnished Items and Buyer Funded Items (collectively, "Buyer Items") shall be used only for the purposes of the Order. Supplier shall, at its own expense: (i) furnish Buyer with drawings and documentation describing such Buyer Items, (ii) mark and identify the Buyer Items as directed by Buyer, (iii) periodically (upon Buyer's request) audit the physical location and condition of such Buyer Items, and (iv) keep such Buyer Items in good condition, normal wear and tear excepted. In addition, with respect to Buyer Items:

(x) Buyer shall pay shipping, duty, and taxes as applicable; (y) the Parties will jointly establish a maintenance schedule, which shall be comparable to the maintenance schedule currently maintained by Buyer (if applicable); and (z) Supplier shall absorb the labor costs associated with implementing the maintenance schedule.


10.4. Buyer Items, excluding U.S. Government property, shall be held by Supplier as bailee thereof. Supplier shall be the bailee of such Buyer Items until the expiration or termination of the Order or Buyer requires Supplier to return such Buyer Items, whichever occurs first. As bailee, Supplier shall maintain property casualty insurance coverage for such Buyer Items in an amount specified by Buyer in the Order, pay any reasonable expenses associated with the storage and maintenance of such Buyer Items, and retain possession of such Buyer Items throughout performance of the Order, unless written permission to move such Buyer Items is obtained from Buyer. Supplier covenants and warrants to Buyer that it will not permit any third party to assert any liens against the bailed Buyer Items by any agreement, nor use the bailed Buyer Items as collateral in any secured transaction, nor perfect any security interest in or otherwise encumber the bailed Buyer Items. Buyer and its agents shall not be liable for any claims, including claims for bodily injury or property damage, arising from Supplier's use of the bailed Buyer Items. Buyer, in order to protect its interests, may require Supplier to execute documents that are related to Buyer Items, including, Uniform Commercial Code financing statements or any similar documents. Supplier shall not substitute any property for or modify Buyer Items.

10.5. Upon Buyer's request, Supplier shall provide an annual written inventory of Buyers Items, including certification of compliance with this Section and proof of adequate insurance covering full replacement cost of Buyer Items.

10.6. Supplier shall, upon discovery, provide notification to Buyer if any Buyer Items are lost, damaged, or destroyed. Upon completion or termination of the Order, or at any time upon Buyer's request, Supplier shall, at its own expense, dispose of Buyer Items in accordance with Buyer's instructions.

11. CHANGES

11.1. Buyer's authorized procurement representative may unilaterally make changes within the general scope of the Order, including changes in whole or part to: (i) shipping, waste reduction or packing instructions, (ii) place of delivery, (iii) any designs, Specifications and drawings,(iv) the statement of

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work, (v) the method or manner of performance, (vi) Buyer Items, facilities, equipment, or materials, (vii) flow down requirements from contracts between Buyer and Buyer’s Customer, and/or (viii) quality requirements (collectively “Change(s)”). Supplier shall perform any Changes ordered by Buyer. Any Order terms that incorporate flexibility for variations or modifications shall not be considered Changes within the meaning of this Section.

11.2. Except as set forth herein, or as otherwise agreed, if any Change under this Section causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in price or delivery schedule or both ("Adjustment Claim"), and Buyer shall modify the Order accordingly. If the cost of property or material made obsolete or excess as a result of a Change is included in the Adjustment Claim, Buyer may direct the disposition of such property or material. For Supplier-initiated requests, Supplier must submit an Adjustment Claim in writing in the form of a complete change proposal, fully supported by factual information, to Buyer’s procurement representative no later than 15 days after Supplier’s receipt of the Change. Supplier acknowledges and agrees that changes in delivery/performance schedule are normal and anticipated in the course of the program. Supplier further agrees that the cost of such changes is included in the prices provided under the Order, and that any such change does not constitute a Change under this Section. Notwithstanding any pending Adjustment Claims, Supplier shall diligently proceed with the performance of the Order, inclusive of the Change, as directed by Buyer.

11.3. Notwithstanding the foregoing, if any Change is the result of a requirement by Buyer’s Customer, Supplier is entitled to an equitable adjustment only to the extent that Buyer receives such an adjustment from Buyer’s Customer.


12. INSURANCE

12.1. Without limiting Supplier's duty to hold harmless and indemnify hereunder, Supplier agrees to secure, maintain, and require its subcontractors to maintain, as a minimum the insurance noted in the Order or, if none are specified, the following minimum insurance coverages and limits:

12.1.1. Workers’ Compensation Insurance, inclusive of an alternate employer endorsement, in an amount sufficient by virtue of the laws of the U.S., foreign country, state, or other governmental subdivision in which the work or any portion of the work is performed and Employer’s Liability Insurance in the minimum amount of \$1,000,000 for any one occurrence; and

12.1.2. Commercial General Liability Insurance and Umbrella Liability Insurance, including Premises Liability and Contractual Liability, in which the limit of liability for property damage and bodily injuries, including accidental death, shall be at a minimum, a combined single limit of \$5,000,000 for any one occurrence.

12.2. All such insurance shall be issued by companies authorized or permitted to do business under the laws of the State or jurisdiction in which all or part of the Services are to be performed and must have an AM Best financial rating of A- or better or an equivalent rating as produced by another rating agency acceptable to Buyer.

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12.3. Buyer's failure to monitor compliance or unsatisfactory compliance with the terms of these insurance requirements does not modify or waive Supplier's obligations hereunder.

12.4. Any self-insurance, self-retained layer, deductibles, and exclusions in coverage in the insurance policies described above or in the applicable Additional Insurance Coverage Requirements, will be assumed by, for the account of, and at the sole risk of Supplier. In no event will the Supplier's liability be limited to the extent of the minimum limits of insurance required herein.

13. TERMINATION FOR CONVENIENCE

13.1. Buyer may, at any time, terminate all or part of an Order or Agreement for its convenience upon written notice to Supplier.

13.2. Upon termination, in accordance with Buyer's written direction, Supplier will immediately:

- (i) cease work and place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the Order;
- (ii) prepare and submit to Buyer an itemization of all completed and partially completed Goods and/or Services;
- (iii) if requested by Buyer, deliver to Buyer any and all Goods and/or Services completed up to the date of termination at the pre-termination Order price; and
- (iv) if requested by Buyer, deliver any work-in-process.

13.3. Buyer shall not be liable to Supplier for an Order terminated prior to the commencement of Lead Time.

13.4. In the event Buyer terminates an Order or Agreement for its convenience after performance has commenced, Buyer will compensate Supplier only for the actual and reasonable work-in-process costs incurred by Supplier on Goods and/or Services required to be delivered within the Lead Time period, calculated from Buyer's issuance of the notice of termination. If the Order does not specify Lead Time, Lead Time shall be the reasonable average time required to manufacture and deliver the Goods and/or perform the Services. Supplier shall use reasonable efforts to mitigate its own and Buyer's liability under this Section. In order to receive compensation, Supplier must submit its termination claim, by means of a form and process directed by Buyer, within 90 days from the effective date of the termination.

13.5. Buyer shall not be liable to Supplier for costs or damages other than as described above, and in no event for lost or anticipated profits, or unabsorbed indirect costs or overhead, or for any sum in excess of the price allocated to the portion of the Order terminated.

13.6. Notwithstanding anything to the contrary in these Terms and Conditions, an Agreement, or an Order, Buyer shall not be liable to Supplier for any costs or damages whatsoever for a termination for convenience with respect to a particular program of any of Buyer's Customers, if the termination is due to the cancellation, in whole or in part, of such program by Buyer's immediate customer(s) or Buyer's ultimate customer(s) or the bankruptcy or insolvency of such customer(s).

14. TERMINATION FOR DEFAULT

14.1. Buyer may, by written notice, terminate an Order or Agreement, or any portion thereof, for default without any liability or obligation whatsoever to Supplier for the portion terminated, in the following circumstances: (i) Supplier fails to perform any obligation hereunder (other than a delivery obligation) and fails to cure such obligation within 10 days (or as otherwise mutually agreed) (the "Cure Period");



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(ii) Supplier fails to perform any delivery obligation hereunder; (iii) when Buyer has reasonable grounds for insecurity, and Supplier fails to provide adequate assurances of performance in writing within 10 days following Buyer's demand or, (iv) should Supplier (a) become insolvent, (b) become unable to pay its debts as they mature, (c) make a general assignment for the benefit of creditors, (d) have a receiver appointed for the whole or any substantial part of its assets, or (e) become in any way the subject of a bankruptcy petition (each in Subsection (iv), a "Supplier Insolvency"). Notwithstanding the foregoing, if a cure is not possible within such Cure Period, Supplier shall submit to Buyer, within a period of 10 days after receipt of notice from Buyer specifying such failure, a detailed plan to cure such failure (including related time period) acceptable to Buyer in its sole discretion, provided, however, that if such a cure plan is approved by Buyer, Supplier's subsequent failure to comply with such cure plan shall be deemed a default hereunder, and Buyer may terminate immediately without additional cure periods.

14.2. Buyer shall have no liability in relation to those Goods and/or Services terminated for Supplier's default. Supplier shall be liable to Buyer for any and all expenses, costs, and damages including increased re-procurement costs, requalification costs, and other non-recurring costs, except in the circumstance of any failure or delay constituting a "Force Majeure Event" as set forth in the Section herein entitled "Force Majeure".

14.3. If the Order or Agreement is entirely or partially terminated under this Section other than pursuant to a Supplier Insolvency, Buyer, in addition to any other rights Buyer may have, may require Supplier, at no charge to Buyer, to: (i) deliver to Buyer all information, data, know-how, and other Intellectual Property, including proprietary and manufacturing information, utilized by Supplier in performing the Order; (ii) deliver the tooling and test equipment necessary to make or have made the Goods and perform the Services, (iii) provide technical and transition assistance; and (iv) provide to Buyer a worldwide, perpetual, non-exclusive, fully paid, irrevocable, license, with the right to grant sublicenses, to Supplier's information, data, know-how, and other Intellectual Property, including proprietary and manufacturing information, to the extent necessary, to enable Buyer to make, have made, use, sell and license the Goods and/or perform, or have performed, the Services.

14.4. In addition to and not in lieu of other rights to Intellectual Property otherwise set forth in the Order and these Terms and Conditions, Supplier hereby grants to Buyer a worldwide, perpetual, non-exclusive, fully paid, irrevocable, license ("Additional License"), with the right to grant sublicenses, to Supplier's information, data, know-how, tooling, test equipment and other Intellectual Property, including without limitation proprietary and manufacturing information to enable Buyer to make, have made, use, sell and license the Goods and/or perform, or have performed, the Services, subject to Buyer's agreement not to exercise such rights under this Additional License except in the event of a Supplier Insolvency, whether or not the Order is terminated. As part of such Additional License, Supplier shall upon Buyer's written request and at no charge to Buyer, promptly (i) deliver to Buyer all information, data, know-how, and other Intellectual Property, including proprietary and manufacturing information, utilized by Supplier in performing the Order, and (ii) deliver the tooling and test equipment necessary to make or have made the Goods, provide the Services and provide technical and transition assistance in order to ensure Buyer's continuing requirements for Goods and/or Services.

14.5. If, after notice of termination under this Section, it is determined that Supplier was not in default, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued

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pursuant to the Section herein entitled “Termination for Convenience”. In such case, Supplier shall not be entitled to any remedy other than as provided for in the Section herein entitled “Termination for Convenience”.

15. INTELLECTUAL PROPERTY RIGHTS

15.1. Each Party retains its existing rights in Background Intellectual Property.


15.2. Buyer shall own all Foreground Intellectual Property. Supplier shall disclose to Buyer all Foreground Intellectual Property. If not expressly required to be delivered in the Order, Supplier shall deliver to Buyer all Foreground Intellectual Property upon written request from Buyer. Supplier hereby irrevocably assigns and promises to assign to Buyer all right, title and interest to all Foreground Intellectual Property. Supplier agrees to do all things reasonably necessary to enable Buyer to secure and perfect Buyer’s Foreground Intellectual Property rights, including, without limitation, executing specific assignments of title in Foreground Intellectual Property by Supplier to Buyer and cooperating with Buyer at Buyer’s expense to defend and enforce Buyer’s rights in any such Foreground Intellectual Property. All Foreground Intellectual Property shall be considered Buyer’s Proprietary Information (defined hereinafter). Supplier agrees that, for any works of authorship created by Supplier or any employees or any others used by Supplier in the course of the Order, those works that come under one of the categories of “Works Made for Hire” in 17 U.S.C. §101 shall be considered “Works Made for Hire.” For any works of authorship that do not come under such categories, Supplier, warranting that it has the right to do so, hereby assigns and promises to assign all right, title, and interest to any copyright in such works to Buyer and will execute, or cause to be executed at Buyer’s expense, any documents required to establish Buyer’s ownership of such copyright.

15.3. Supplier represents and warrants that Supplier has sufficient rights in all Goods, Services, and Intellectual Property and other items that Supplier uses or transfers to Buyer in connection with the Order to allow Supplier to lawfully comply with the Order.

15.4. Supplier hereby grants and promises to grant to Buyer and Buyer’s Affiliates a worldwide, non-exclusive, perpetual, fully paid, irrevocable, transferable license to Background Intellectual Property (i) to use, sell, offer for sale, import, export, copy, adapt, embed, modify, make derivative works, make and have made Goods and Services; and (ii) to enable Buyer to practice the Foreground Intellectual Property.

15.5. Supplier hereby irrevocably waives and promises to waive all moral rights to the extent permissible by law, all rights of privacy and publicity, and the like, in all Goods provided to Buyer and in all activities in connection with the Order.

15.6. Supplier represents and warrants that Supplier shall not provide, in the performance of the Order, any software, including without limitation source code, compiled code, embedded software, firmware, free software, open source software, freeware, general public license- governed software, or any electronic hardware, including without limitation free hardware designs, or open source hardware designs, in any form that is subject to any obligations or conditions that may provide a legal right to any third party to access such software, and/or electronic hardware, or that could otherwise impose any limitation or condition on Buyer’s use, reproduction, modification, distribution, publication, or conveyance of such software or electronic hardware.

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15.7. Except as expressly authorized herein, nothing in the Order shall be construed as Buyer granting Supplier a license in or any right to use any of Buyer's Intellectual Property other than in the performance of work under the Order.

16. INTELLECTUAL PROPERTY INDEMNIFICATION


16.1. Supplier shall indemnify and hold harmless Buyer, Buyer's Customers, Affiliates, and subsidiaries, their agents, directors, officers, and employees, and each subsequent purchaser or user, from any losses, costs, damages, and liabilities, including, without limitation, any attorney's fees, court costs and fines, arising from any potential or actual claim, suit, injunction, action, proceeding, or investigation alleging infringement or violation of any Intellectual Property rights or license, related to the manufacture, use, sale, offer for sale, import, or other exploitation of any Goods or Services delivered or performed in connection with the Order ("IP Claim").

16.2. Supplier shall not be liable for any IP Claim based on Supplier's compliance with any Specification created by Buyer, unless: (i) Supplier could have complied with Buyer's Specification using a solution that was non-infringing; (ii) the relevant portion of the Specification was provided by Supplier; or (iii) Supplier knew or should have known of an IP Claim or potential IP Claim and did not promptly notify Buyer in writing.

16.3. Supplier shall, upon written notice from Buyer of an IP Claim, promptly assume and diligently conduct the entire defense of an IP Claim at its own expense. Insofar as Buyer's interests are affected, Buyer shall have the right, at its own expense and without releasing any obligation of Supplier, to participate and intervene in an IP Claim. Buyer shall have the right to reasonably reject counsel selected by Supplier. Supplier shall not enter into any settlement without Buyer's prior written consent, which shall not be unreasonably withheld.

16.4. Buyer may supersede Supplier in the defense of any IP Claim and assume and conduct the defense at Buyer's sole discretion. In such an event, Supplier shall be released from any obligation to pay for attorneys' fees and court costs, but not settlement or damages, and any such release is expressly conditioned on Supplier's complete cooperation with Buyer in Buyer's defense of such IP Claim at Buyer's expense. Buyer shall not enter into any settlement without Supplier's prior written consent, which shall not be unreasonably withheld.

16.5. If the manufacture, use, sale, offer for sale, import, export, or other exploitation of any Goods or Services is enjoined by a court, if delivery is precluded by a government entity, or should Supplier refuse to provide or supply any Goods or Services to avoid a potential IP Claim, Supplier shall avoid any disruption to Buyer and shall (i) secure for Buyer the right to provide, use or sell such Goods or Services; (ii) modify or replace such Goods or Services with equivalent non-infringing Goods or Services; or (iii) provide such other solution acceptable to Buyer. Supplier shall reimburse Buyer for Buyer's costs incurred in obtaining all internal, external and Buyer's Customer approvals, qualifications, certifications, and the like, necessary for making, using, providing, and selling alternate non-infringing Goods or Services. Supplier shall refund to Buyer the purchase price of any such Goods or Services that Buyer is prohibited from providing, using, selling, offering for sale, importing, exporting, or otherwise exploiting.

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17. PROPRIETARY INFORMATION

17.1. In order to deliver the most effective and efficient Goods and/or Services possible and meet Buyer's requirements for those Goods and/or Services, Buyer and Supplier anticipate the need to exchange Proprietary Information (as defined below) for the design, development, testing, manufacture and/or repair of Goods and/or Services, as applicable in connection with an Order and/or Agreement. In recognition of the value of that Proprietary Information, as well as to protect Buyer's goodwill and reputation in its products, Supplier agrees to the terms and conditions of this Section.

17.2. "Proprietary Information" shall mean all information, knowledge, or data (including without limitation financial, business, and product strategy information; product specifications; product designs; procedures; studies; tests; and reports) in written, electronic, tangible, oral, visual, or other form, (i) disclosed by, or obtained from, Buyer, or (ii) conceived, created, acquired, or first reduced to practice in connection with an Order. If Buyer furnishes sample products, equipment, or other objects or material to Supplier, the items so received shall be used and the information obtained from said items shall be treated as if they were Proprietary Information disclosed in connection with an Order.


17.3. Unless Supplier has received Buyer's express written consent to the contrary, Supplier shall (i) use the Proprietary Information solely for the purposes of an Order, and not for any other purpose (including, without limitation, designing, manufacturing, selling, servicing or repairing equipment for entities other than Buyer; providing services to entities other than Buyer; or obtaining any government or third party approvals to do any of the foregoing); (ii) safeguard the Proprietary Information to prevent its disclosure to or use by third parties; (iii) not disclose the Proprietary Information to any third party; and (iv) not reverse engineer, disassemble, or decompile the Proprietary Information.

17.4. Supplier may disclose the Proprietary Information to officers, directors, employees, contract workers, consultants, agents, affiliates, or subcontractors of Supplier who have a need to know such Proprietary Information for the purposes of performing the Order and who have executed a written agreement with Supplier obligating such entity or person to treat such information in a manner consistent with the terms of this Section.

17.5. No Order shall restrict Supplier from using or disclosing any information that, as proven by written contemporaneous records kept in the ordinary course of business: (i) is or may hereafter be in the public domain through no improper act or omission of Supplier or a third party; (ii) is received by Supplier without restriction as to disclosure by Supplier from a third party having a right to disclose it; (iii) was known to Supplier on a non-confidential basis prior to the disclosure by Buyer; or (iv) was independently developed by employees of Supplier who did not have access to any of Buyer's Proprietary Information.

17.6. If Proprietary Information is required to be disclosed pursuant to judicial process, Supplier shall promptly provide notice of such process to Buyer and, upon request, shall fully cooperate with Buyer in seeking a protective order or otherwise contesting such a disclosure. Disclosure of such requested Proprietary Information shall not be deemed a breach of an Order provided that the obligations of this Section are fulfilled by Supplier.

17.7. Buyer shall have the right to audit all pertinent documentation of Supplier, and to make reasonable inspection of Supplier's premises, in order to verify compliance with this Section.

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17.8. Obligations in this Section regarding Proprietary Information shall continue until such time as all Proprietary Information is publicly known and generally available through no improper act or omission of Supplier or any third party.

17.9. Unless required otherwise by law or an Order, Supplier shall promptly return, or otherwise dispose of Proprietary Information as Buyer may direct. Absent contrary instructions, Supplier shall destroy all Proprietary Information 1 year after termination or completion of the Order and provide written acknowledgement to Buyer of such destruction.


17.10. Supplier agrees to cause all information regardless of form (including, for example, electronic, magnetic, and optical media, software, and compilations), containing or derived in whole or in part from Proprietary Information to bear the following legend:

THIS DOCUMENT CONTAINS INFORMATION WHICH IS PROPRIETARY TO ATTOLLO ENGINEERING, LLC. NO PART OF ITS CONTENTS MAY BE USED, COPIED, DISCLOSED, OR CONVEYED TO ANY PARTY IN ANY MANNER WHATSOEVER WITHOUT PRIOR WRITTEN PERMISSION FROM ATTOLLO ENGINEERING, LLC.

17.11. Notwithstanding any proprietary or confidential labels or markings, all information of Supplier disclosed to Buyer relating to an Order will be deemed non-confidential and the content of the Order may be disclosed by Buyer to any of Buyer's Affiliates, and/or to Buyer's Customer or Buyer's subcontractors and potential subcontractors, provided that Buyer's Customer or Buyer's subcontractors and potential subcontractors have a need to access or know such information. Moreover, Buyer may disclose all Supplier information, in accordance with applicable governmental regulations, to any/or any other department or agency of the U.S. Government, including, without limitation, for the purpose of obtaining necessary government approvals.

17.12. Supplier agrees that it will not accept from any third party, or use, any information that appears to be similar to Proprietary Information without first obtaining Buyer's express written consent, except that Supplier may receive solicitations or purchase orders issued by a partner or higher-tier supplier of Buyer that expressly reference a Buyer Order and contain obligations no less stringent than this Section. Supplier shall promptly notify Buyer if Proprietary Information is offered to Supplier by a third party or of the suspected possession of Proprietary Information by a third party.

17.13. Supplier acknowledges that exposure to Buyer's Proprietary Information and other Intellectual Property will make it easier for Supplier to manufacture or repair, or to apply for or assist another entity in obtaining government approval for, parts that are the same parts or that have the same form, fit, and function, as parts Supplier supplies to Buyer pursuant to an Order hereunder. Supplier also acknowledges that Buyer's goodwill and reputation which become associated with Goods supplied by Supplier pursuant to an Order hereunder once approved for use in Buyer's products make it easier for Supplier to manufacture or repair, or to apply for or assist another entity in obtaining government approval for those parts, or parts that have the same form, fit and function, for use in Buyer's products. Supplier agrees that it shall not manufacture or repair parts that Supplier supplies to Buyer pursuant to an Order hereunder, or manufacture or repair parts having the same form, fit and function, for use in Buyer's products, or apply for or assist another entity in obtaining government approval for any such parts, without Buyer's written consent. Supplier agrees to notify Buyer in writing and to obtain Buyer's written consent prior to manufacturing or repairing any parts or applying for or assisting another entity in obtaining government approval for any parts, for itself or another entity, that have the same form, fit,

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and function as any parts Supplier supplies to Buyer pursuant to an Order hereunder. Supplier's notification shall (i) describe the parts to be manufactured or repaired, or for which application for or assistance to another entity in obtaining government approval for such parts is to be provided, (ii) identify the corresponding parts Supplier supplies to Buyer, and (iii) provide Buyer with sufficient information to demonstrate that Supplier will manufacture or repair, or apply for or assist another entity in obtaining other government approval for such parts (as the case may be) without reference to or use of Buyer Proprietary Information or other Buyer Intellectual Property. If Supplier manufactures or repairs any such parts without obtaining Buyer's written consent (or applies for or assists another entity in obtaining other government approval for such parts), then it shall be considered a breach of an Order and Buyer shall be entitled to injunctive relief and such other remedies as a court may order.

17.14. Supplier shall not make accessible or sell completed or partially completed or defective Goods manufactured using or containing Proprietary Information to any unauthorized third parties. Goods not provided to Buyer shall be disposed of in a manner that prevents disclosure of Proprietary Information (including by reverse engineering).

17.15. For Proprietary Information exchanged in connection with the Order, the terms of this Section shall supersede any provisions regarding the protection of proprietary information in any other agreements between the Parties.


18. SECURITY FOR AE INFORMATION

18.1. The following provisions are applicable whenever the Supplier will Process AE Information. The obligations contained in this Section are in addition to and do not alter Supplier's obligations under applicable U.S. Government Procurement Regulations.

18.2. In addition to capitalized terms used herein but defined elsewhere in these Terms and Conditions, an Agreement, and/or Order, the following term shall have the following meaning:

"Security Incident" means (i) any circumstance that involves, or which a Party reasonably believes may involve the actual or potential (a) accidental or unauthorized access, use, disclosure, modification, storage, destruction, or loss of AE Information in Supplier's or Supplier Personnel's possession, custody, or control; or (b) interference with system operation in an information system or in any medium or format, including paper (hard) copy documents, that subjects AE Information to risk of unauthorized access, use, disclosure, modification, storage, destruction, or loss; (ii) any other similar incident as may be so defined by any Data Privacy Law and by any laws and regulations (national, federal, state, and provincial) relating to the protection of AE Information; or (iii) any breach of Supplier's representations or covenants in these Terms and Conditions, an Agreement and/or an Order regarding safeguarding of AE Information.


18.3. Supplier agrees to (i) develop, implement, maintain, monitor, and update a reasonable, written security program incorporating administrative, technical, organizational, and physical safeguards, security measures, and security awareness, and (ii) install and implement security hardware and software, in each case, designed to (a) protect the security, availability, and integrity of Supplier's network, systems and operations, the Goods and Services, and the AE Information from unauthorized access and use; (b) guard against Security Incidents; and (c) demonstrate compliance to a generally accepted cybersecurity framework, such as ISO/IEC 27001 or NIST 800-53, to establish a resilient control environment or equivalent level of security protection appropriate for the information involved

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and the then current state of security solutions. As between the Parties, all AE Information will at all times remain the sole property of Buyer, and Supplier will not have or obtain any rights therein.

18.4. Supplier further agrees to:

- 18.4.1. Only allow authorized third parties to Process AE Information in the performance of its obligations under an Agreement and/or Order or to comply with legal obligations. Supplier will not make any secondary or other use (e.g., for the purpose of data mining) of AE Information except (i) as expressly authorized in writing by Buyer in connection with Buyer's purchase of Goods and/or Services hereunder, or (ii) as required by law.
- 18.4.2. Maintain and implement information security policies which address, at a minimum the domains or categories set forth in a generally accepted cybersecurity framework, such as ISO/IEC 27001 or NIST 800-53, and provide Buyer, upon request, with a SOC 2 (or equivalent) report demonstrating that such domains are addressed in a manner consistent with this Section. Upon Buyer's request, Supplier shall provide Buyer with an updated index or summary of its policies.
- 18.4.3. Implement measures to restrict anyone other than its authorized employees and Buyer and its agents from accessing the AE Information, and use best efforts to segregate (physically or logically) all AE Information into a separate database only accessible by Buyer and its agents and those employees and agents of Supplier who require access in order to provide the Goods and/or Services or to maintain the equipment and the program on which it runs, unless otherwise agreed by Buyer.
- 18.4.4. Unless otherwise specified by Buyer in writing or in an Order (i) Process AE Information (including, for clarity, for back-up purposes) only on servers located in the United States or other countries specified in the Order by Buyer; and (ii) not transfer (and will not authorize Supplier Personnel to transfer) AE Information to, or permit or enable Processing of AE Information in, any country other than the United States or those specified in the Order by Buyer.
- 18.4.5. Supplier agrees to safeguard without limitation all AE information provided to Supplier according to the guidance provided by (i) Export Administration Regulations ("EAR"), 15 Code of Federal Regulations (C.F.R.) Parts 730-774; (ii) International Traffic in Arms Regulations ("supp"), 22 C.F.R. Parts 120-130.
- 18.4.6. Implement reasonable measures to ensure back-ups of information are conducted, maintained, and tested in accordance with a generally accepted cybersecurity framework, such as CIS CSC 10; ISO/IEC 27001:2013 (A.12.3.1, A.17.1.2, A.17.1.3, and A.18.1.3); or NIST SP 800-53 Rev 4. (CP-4, CP-6 and CP-9). Supplier's disaster recovery plan shall incorporate such requirements. All such back-up services are part of the Goods and/or Services and are subject to these Terms and Conditions, including the privacy compliance and data security requirements.
- 18.4.7. Use, and will cause Supplier Personnel to use, industry standard encryption methods or other secure technologies in connection with the Processing of AE Information, as authorized or permitted under the Agreement and/or Order. Notwithstanding any provision to the contrary herein, unencrypted Buyer Personal Information shall not be stored on any Supplier mobile computing devices (e.g., laptop computers, mobile phones, personal digital assistants, and the like). Supplier will align to a generally accepted cybersecurity framework, such as CIS CSC (13 and 14); ISO/IEC 27001:2013 (A.8.2.3, A.13.1.1, A.13.2.1, A.13.2.3, A.14.1.2, and A.14.3); or NIST SP 800-53 Rev. 4 (SC-8, SC-11 and SC-12), covering Data-at-rest and Data-in-transit protections.
- 18.4.8. Provide Buyer, prior to any termination or expiration of the Agreement and/or Order, with a termination plan that addresses how AE Information will be returned to Buyer, or destroyed as Buyer may direct, at the end of the Agreement and/or Order and how all AE Information will be removed from Supplier's equipment and facilities; provided however, that Supplier may retain information stored in routine back-ups maintained in the ordinary course until such back-ups are overwritten. This plan should include supplying the data to Buyer in an industry recognized format.
- 18.4.9. Provide information to and reasonably cooperate with Buyer in response to any subpoena or investigation seeking AE Information in the possession of Supplier. Supplier shall promptly notify Buyer upon the receipt of any request requiring that AE Information be supplied to a third party.
- 18.4.10. Not provide AE Information to any third party without the prior written approval of Buyer. A request for Buyer approval shall include agreement by Supplier and such third party that all of the requirements of this provision are applicable to their performance.

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18.4.11. Provide prompt written notice to Buyer of a Security Incident, but no later than 72 hours after its discovery, by sending an email to AE's Buyer. Except as may be required by applicable law, Supplier agrees that it will not inform any third party (excluding law enforcement) of any Security Incident without first obtaining Buyer's prior written consent.

18.4.12. (i) Use commercially reasonable efforts to investigate, contain, and remediate the Security Incident; (ii) cooperate with Buyer in the investigation, containment, and remediation; and (iii) preserve all information and evidence related to the Security Incident (including, without limitation, by suspending routine overwriting or deletion of data or log files). Supplier shall provide Buyer with a report of the investigation that summarizes in reasonable detail the impact on Buyer, its agents, and employees affected by such Security Incident and the corrective action and remediation efforts taken or proposed to be taken by Supplier.

19. COMPLIANCE WITH LAWS


19.1. Supplier warrants that it shall comply with all national, federal, state, provincial, and local laws, ordinances, rules, and regulations applicable to the performance of the Order, except to the extent inconsistent with U.S. anti-boycott laws, including (i) the manufacture or provisioning of Goods and the supply of Services, (ii) the shipping of Goods, and (iii) the configuration or content of Goods and/or Services for the use intended by Buyer (collectively, "Laws"). Supplier agrees to cooperate with and support Buyer's and Buyer's Customers' efforts to comply with all Laws, and utilize the tools and systems provided by Buyer to ensure such compliance.

19.2. Supplier shall, at the earliest practicable time, notify Buyer in writing if Supplier is subject to any federal, state, or foreign government criminal proceeding alleging fraud or corrupt practices, once initiated by the filing of a formal charging document in a court of law; and further notify Buyer of any subsequent felony convictions or deferred prosecution agreement(s) related to the foregoing.

19.3. Supplier agrees to comply with Buyer's environmental, health and safety standards, requirements, and restrictions during Supplier's performance hereunder and when at Buyer's jobsites, including, without limitation, adhering to Buyer's safety instructions, notifying Buyer prior to the commencement of work, and providing Buyer with any test reports or results related to Goods and/or Services, as applicable.

19.4. Supplier shall comply with Data Privacy Laws and shall be responsible for providing any notice required by law to the data subjects whose personal data it provides to Buyer.

19.5. Supplier represents that it shall not furnish to Buyer Goods or separately-identifiable items or components of Goods that (i) are an unauthorized copy or substitute of an original equipment manufacturer or original component manufacturer (collectively, "OEM") item; (ii) are not traceable to an OEM sufficient to ensure authenticity in OEM design and manufacture; (iii) do not contain proper external or internal materials or components required by the OEM or are not constructed in accordance with OEM design; (iv) have been re-worked, re-marked, re-labeled, repaired, refurbished, or otherwise modified from OEM design but are represented as OEM authentic or as new; (v) have not passed successfully all OEM required testing, verification, screening, and quality control processes;; or (vii) are otherwise counterfeit or suspected counterfeit. Such counterfeit or suspected counterfeit Goods shall be deemed non-conforming, and Supplier shall disclose the source of the counterfeit or suspect counterfeit Good to Buyer and cooperate with Buyer with respect to any investigations or remedial actions undertaken by Buyer.

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19.6. Supplier shall provide to Buyer, upon Buyer's reasonable request, the identity of its suppliers and/or the location of manufacture of the Goods or any subcomponents of the Goods, or provision of Services, as applicable, to confirm compliance with legal and regulatory requirements, the Agreement and/or Order.

20. ANTI-TRAFFICKING IN PERSONS

20.1. Supplier is prohibited from engaging in activities that support or promote trafficking in persons, including, but not limited to, any of the following:


- Trafficking in persons, including, but not limited to the following:
 - Sex trafficking; or
 - the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through the use of force, fraud, or coercion for subjection to involuntary servitude, debt bondage, or slavery;
- the procurement of a commercial sex act;
- the use of forced labor in the performance of company business;
- the use of misleading or fraudulent recruitment activities;
- charging employees recruitment fees;
- failing to pay for the return transportation at the end of employment for an employee who is not a national of the country in which the work is taking place and who was brought into that country for working;
- providing or arranging housing that fails to meet the host country's housing and safety standards; or
- if required, failing to provide an employment contract, recruitment agreement, or similar work document in writing, in the individual's native language, and before the individual departs from his or her country of origin.

20.2. Supplier represents and warrants that it shall abide by and comply with the requirements of this clause. Further, the Supplier shall require its employees, agents, contract laborers, and subcontractors to abide by and comply with the requirements of this clause.

20.3. Upon written notice, Buyer or its Authorized Representatives may audit all pertinent books, records, work sites, offices, and documentation of Supplier to verify compliance with this clause. Supplier agrees to cooperate with and provide Buyer with any information reasonably requested in support of Buyer's due diligence or other efforts and to verify compliance with this clause. Supplier will, in all its lower-tier subcontracts and contracts relating to this or any other Buyer Order with Supplier, include provisions that secure for Buyer all of the rights and protections provided for within this clause.

20.4. Supplier acknowledges that if Supplier or any of its employees, agents, contract laborers, or subcontractors engages in any of the prohibited activities in this clause, this Order is subject to termination.

20.5. Whenever Supplier knows, whether substantiated or not, that any actual or suspected violation of this clause has occurred, Supplier shall immediately give written notice to Buyer's Authorized Representative and provide all relevant information including, but not limited to, the nature of the actual or suspected violation.

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20.6. Supplier shall provide its full cooperation during any subsequent investigation of the actual or suspected violation by Buyer, Buyer’s representative, or cognizant government agency. Supplier’s cooperation shall include, but not be limited to, permitting inspection of its work sites, offices, and documentation, as necessary to support any investigation.

20.7. Supplier agrees to insert the substance of this clause, including this sentence, in any lower-tier subcontract and in all contracts with agents.

21. SUPPLIER CODE OF CONDUCT


21.1. Supplier shall adopt and comply with a code of conduct or policy statement regarding business conduct, ethics and compliance that satisfies, at a minimum, the principles and expectations set forth in the Attollo Engineering, Supplier Code of Conduct. Supplier acknowledges and agrees that failure to satisfy the requirements of this Section shall constitute a material breach of the Order.

21.2. Supplier shall have management systems, tools and processes in place that (i) ensure compliance with applicable laws and regulations and the requirements set forth in the Supplier Code of Conduct; (ii) promote an awareness of and commitment to ethical business practices, including, without limitation, the expectations set forth in the Supplier Code of Conduct; (iii) facilitate the timely discovery, investigation (including cooperation with any Buyer initiated investigation involving Supplier), disclosure (to Buyer and others as appropriate), and implementation of corrective actions for violations of law, regulations, an Agreement, Order, or the expectations set forth in the Supplier Code of Conduct; and (iv) provide training to its employees on compliance requirements, including the expectations set forth in the Supplier Code of Conduct.

22. CONFLICT MINERALS

22.1. Supplier recognizes, consistent with the public policy underlying enactment of the Conflict Minerals provision (Section 1502) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Act”), the significant legal and non-legal risks associated with sourcing tin, tantalum, tungsten, and gold (the “Conflict Minerals”) from the Democratic Republic of the Congo and adjoining countries (“DRC Countries”). Accordingly, Supplier commits to comply with Section 1502 of the Act and its implementing regulations; to the extent Supplier is not a “Registrant” as defined in the Act, Supplier shall comply with Section 1502 of the Act and its implementation regulations except for the filing requirements. In particular, Supplier commits to have in place a supply chain policy and processes to undertake (i) a reasonable inquiry into the country of origin of Conflict Minerals incorporated into Goods it provides Buyer; (ii) due diligence of its supply chain, following a nationally or internationally recognized due diligence framework, as necessary, to determine if Conflict Minerals sourced from the DRC Countries directly or indirectly support unlawful conflict there; and (iii) risk assessment and mitigation actions necessary to implement the country of origin inquiry and due diligence procedures. Upon written request, Supplier will promptly provide Buyer with commercially reasonable information regarding the foregoing requirements in order to support AE’s obligations under the Act.

23. STOP WORK ORDER

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23.1. Buyer may, from time to time, require Supplier to stop all or any portion of the work called for by the Order for a period of up to 120 days at each such time, or such longer period of time as may be required by Buyer’s Customers (“Stop Work Period”). Upon receipt of written notice detailing the length and scope of the Stop Work Period, Supplier shall immediately comply with its terms at no charge. Within the Stop Work Period, Buyer may either: (i) cancel the stop-work order and Supplier shall resume work; or (ii) terminate the work covered by the stop-work order, for default or convenience, as the context requires, in accordance with the provisions of the Order. If Buyer has not exercised its rights set forth in either (i) or (ii) above prior to the expiration of the Stop Work Period, then at least 30 days prior to said expiration, Supplier shall notify Buyer of its intent to resume work under the applicable Order and shall obtain Buyer's written consent prior to resuming work.

24. RECORD RETENTION

24.1. Supplier shall retain all records associated with the Buyer’s Purchase Orders for a minimum period of (5) years or as required by contract and have at AE’s discretion for review and control.


25. FORCE MAJEURE

25.1. Supplier shall be liable for any failure or delay in performance in connection with an Order, except where such failure or delay results from causes that are, at one and the same time, unforeseeable, unavoidable, outside of its control and without its fault or negligence, provided Supplier gives Buyer, within 3 days of Supplier's learning of such cause, written notice to the effect that a failure or delay by Supplier will occur or has occurred (a “Force Majeure Event”). If a failure or delay in performance is caused by an event affecting any of Supplier's suppliers, such failure or delay shall not be excusable unless such event is a Force Majeure Event as defined above and the good or service to be provided by such supplier is not obtainable by Supplier from other sources in time for timely delivery of the Goods to Buyer. Buyer may cancel any Order without liability to Supplier for its purchase of any Goods affected by Supplier's failure or delay in performance and, if the delay is expected to last for a period that could impact deliveries to Buyer's Customers, Buyer may cancel, without liability, any portion of or the entire Order.

25.2. Buyer shall be excused for any failure or delay in performance due to any cause beyond its reasonable control, including an unforeseen reduction in demand or any cause attributable to Buyer's Customers.

26. ASSURANCE OF PERFORMANCE

26.1. At any time, if Buyer, in its reasonable discretion, believes that Supplier may not have the ability, for any reason, to continue performing any Agreement or Order, including, without limitation, any material change to Supplier’s financial condition, balance sheet, or its credit or similar rating, Buyer may request, and Supplier shall provide, written adequate assurances from Supplier of its ability, desire and intent to continue performing. Buyer will specify the nature of its concerns, and Supplier will provide Buyer with documents, financial data, or other information needed to satisfy Buyer's concerns including, but not limited to, audited financial statements including monthly profit & loss, balance sheet and cash flow, bank statements, accounts payable aging, profitability by part number including capital / productivity

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improvements. Further, Supplier will immediately notify Buyer in the event Supplier believes it may be unable to pay its debts when due or there is a material change in Supplier’s financial position, balance sheet or its credit or similar rating. In the event either or both Parties have concern about Supplier’s ability to continue its performance, the Parties will coordinate to ensure that Buyer receives Goods and/or Services without interruption in accordance with the Order. In particular, Supplier will assist and compensate Buyer for the costs associated with transitioning to another supplier, Buyer assuming the production of the Goods and/or performance of the Services itself, protecting the tooling and other equipment necessary for production of the Goods and/or performance of the Services, and taking other reasonable steps to ensure the Goods are produced and/or Services performed without interruption according to Buyer’s Specifications. Buyer shall also have the right to require Supplier to (i) obtain a guarantee from a controlling party of, or a secured party to, Supplier, if applicable, and (ii) implement remedial actions directed by Buyer to improve Supplier’s performance under the Agreement and/or Order


27. GOVERNING LAW AND FORUM

27.1. The Agreement and any Order shall be interpreted in accordance with the plain English meaning of its terms and the construction thereof shall be governed by the laws in force in the state of California without regard to conflicts of law principles, except that the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980, as amended to date, will not apply. Buyer may, but is not obligated to, bring any action or claim relating to or arising out of an Order in the appropriate court in the county of Ventura, and Supplier hereby irrevocably consents to personal jurisdiction and venue in any such court, hereby appointing the pertinent Secretary of State or other applicable government authority as agent for receiving service of process. If Supplier or any of its property is entitled to immunity from legal action on the grounds of sovereignty or otherwise, Supplier hereby waives and agrees not to plead such immunity in any legal action arising out of the Agreement and/or Order.

27.2. Any action or claim by Supplier with respect hereto shall also be brought in California, if Buyer so elects. Accordingly, Supplier shall give written notice to Buyer of any such intended action or claim, including the intended venue thereof, and shall not commence such action or claim outside of such jurisdiction if Buyer, within 30 days from receipt thereof, makes its election as aforesaid. If Buyer and Supplier mutually agree to participate in alternative dispute resolution, Supplier agrees that all alternative dispute resolution proceedings shall take place in Ventura County, California.

28. DISPUTE RESOLUTION

28.1. Except as provided below, prior to a Party initiating a formal legal proceeding relating to a dispute under the Order, such Party must provide the other with a written request for dispute resolution. Each Party shall, within 5 calendar days after such written request is received, designate a representative who will be responsible for negotiating, in good faith, a resolution of the dispute. Should the representatives fail to reach agreement within 30 calendar days of receipt of the request, executives of each Party shall attempt to resolve the issue within 60 calendar days of receipt of such written request.

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28.2. Either Party may (i) resort to a formal legal proceeding for equitable relief at any time and (ii) institute litigation in order to avoid the expiration of any applicable limitations period or to preserve a superior position with respect to other creditors.

28.3. The dispute resolution procedures set forth herein do not supersede, delay or otherwise affect any rights of termination that are expressly set forth herein.

29. DELAYS

29.1. Whenever there is an actual delay or threat to delay the timely performance of the Order, Supplier shall immediately notify Buyer in writing of the probable length of any anticipated delay and take, and pay for, all activity to mitigate the potential impact of any such delay.

30. REMEDIES

30.1. Supplier shall be liable for any costs, expenses and damages incurred by Buyer related to or arising from Supplier's acts or omissions under the Agreement and/or Order. Except as expressly provided herein, the rights and remedies set forth herein are cumulative and in addition to any other rights or remedies that the Parties may have at law or in equity.

31. PARTIAL INVALIDITY


31.1. If in any instance any provision of the Agreement or Order shall be determined to be invalid or unenforceable under any applicable law by any competent court or arbitration tribunal, such provision shall be ineffective only to the extent of such prohibition or unenforceability. The remaining provisions shall be given effect in accordance with their terms unless the purposes of the Agreement or Order can no longer be preserved by doing so. The provision declared invalid or unenforceable shall be deemed to be restated to reflect as nearly as possible the meaning and essence of such provision without rendering such amended provision invalid or unenforceable, to the extent permissible by applicable law.

32. SURVIVAL

32.1. All rights, obligations, and duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of the Agreement or Order, including but not limited to warranties, indemnifications, intellectual property (including rights to and protection of Intellectual Property and Proprietary Information), and product support obligations shall survive the expiration or termination of the Agreement or any Order.

33. NO WAIVER

33.1. No failure of any Party to exercise any right under, or to require compliance with, the Agreement or Order, or knowledge of past performance at variance with the Agreement or Order, shall constitute a waiver by such Party of its rights hereunder. No concession, latitude, or waiver allowed by either Party to the other at any time shall be deemed a concession, latitude, or waiver with respect to any rights

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unless and only to the extent expressly stated in writing, nor shall it prevent such Party from enforcing any rights in the future under similar circumstances.

34. RELATIONSHIP OF THE PARTIES

34.1. The relationship between Supplier and Buyer will be that of independent contractors and not that of principal and agent, nor that of legal partners. Neither Party will represent itself as the agent or legal partner of the other Party nor perform any action that might result in other persons believing that it has any authority to bind or enter into commitments on behalf of the other.