1. **ACCEPTANCE OF PURCHASE ORDER.** Agreement by Seller to furnish the products or services (collectively the "**Goods**") ordered on the face of this Purchase Order or the commencement of performance by Seller, constitutes Seller's acceptance of this Purchase Order including the terms and conditions herein (the "**PO**") and the conclusion of an agreement between AerData B.V. ("AerData") and Seller. Any terms or conditions proposed by Seller inconsistent with or in addition to these General Terms and Conditions are hereby rejected by AerData. Except as authorized herein, no amendment or modification of this PO will bind either party unless it is in writing and is signed by the authorized representatives of the Parties.

2. **SHIPMENT/DELIVERY**. Seller agrees to deliver to AerData on the date(s) specified in the PO the Goods, free and clear of all liens, claims and encumbrances. All Goods will be delivered FOB Destination unless otherwise specified in the PO, and title to Goods will remain with Seller until accepted by AerData. Seller agrees to deliver Goods properly packaged for shipment, and no shipment is deemed completed until AerData has received the bill of lading or transportation receipt. Transfer of title and risk of loss take place once the correct quantity and quality of items ordered have been accepted by AerData in accordance with Section 4 (Inspection/Acceptance) below.

3. **DELIVERY/DELAYS**. Time is and will remain of the essence in the performance of this PO and Seller will strictly adhere to the delivery schedules set forth in this PO. Seller will immediately notify AerData in writing of any actual or potential delays in delivery of Goods under this PO. In the event that Seller provides written notice of delay, AerData will at its sole discretion determine whether to allow an extension of time for delivery or partial delivery. There will be no price adjustment as to any such extension that AerData may allow. AerData may cancel this PO in whole or in part without liability if Seller cannot meet AerData's delivery schedules. Failure to deliver in accordance with the PO schedule, if unexcused, will constitute a material breach of this PO.

4. **INSPECTION/ACCEPTANCE**. All Goods are subject to inspection and/or testing by AerData or its representatives within a reasonable time after delivery. AerData reserves the right to reject nonconforming Goods. AerData has the option either to require Seller to promptly remove and replace rejected Goods at Seller's expense or to cancel this PO and require Seller to promptly remove rejected Goods at Seller's expense. Seller's warranties will not be waived by AerData's inspection or testing of, or payment for, the Goods.

5. **INVOICE/PAYMENT/TAXES**. Individual invoices must be issued for each PO and must show the PO number and itemized taxes separately. If not so itemized, the price will be deemed to include all such taxes and the price will not be changed as a result of Seller's failure to include any such applicable tax. Terms of payment are net ninety (90) days, payable after acceptance or the receipt of an acceptable invoice, whichever is later. Seller will be deemed to have waived all charges and fees that are not invoiced within ninety (90) calendar days after the end of the calendar year in which the charges were incurred.

6. **CHANGES**. All changes to this PO must be authorized by an AerData purchasing representative. Changes directed by any person other than AerData's authorized purchasing representative are not binding upon AerData.

7. **CANCELLATION**. AerData may cancel for its convenience and in its sole discretion further delivery of all or any separable part of this PO at any time prior to final delivery of Goods. In the event of such cancellation for convenience of all or any part of this PO, Seller may submit a claim to AerData within 60 days after the date of cancellation; provided however, payment to Seller will be based on that portion of the Goods satisfactorily delivered in accordance with Section 3 (Delivery/Delays) above prior to the date of cancellation. AerData is entitled to retain possession of Goods for which it has paid. In no event will AerData be obligated to pay Seller any amount in excess of the price of the Goods. The provision of this Section will not limit or affect the right of AerData to cancel this PO for default. Notwithstanding any cancellation of this PO, Seller's obligations set forth in sections 8 (Warranties), 10 (Indemnity), 11 (Intellectual Property Protection), 13 (Confidentiality), 15 (Data Security and Data Protection), 17 (Intellectual Property), 20 (Compliance with Laws), 21 (Trade Control Compliance), 28 (Governing Law), 29 (Dispute

Resolution), 33 (Audit), and 36 (Mandatory Clauses Required under U.S. Federal Government Contracts or Subcontracts) will survive.

8. **WARRANTIES**.

   a. Seller warrants that:

      i. All Goods are new, merchantable, safe, fit for intended use, free from defects in design, workmanship, materials and installation, and will meet the functional and performance criteria set out in and otherwise conform with the specifications, plans, and drawings referenced in the PO or applicable to the Goods;

      ii. All Goods will not infringe any patent, copyright, trademark, or other proprietary right of any third-party or misappropriate any trade secret of any third-party;

      iii. All Goods will be free from liens or encumbrances;

      iv. All Goods will not contain any viruses, malicious code, trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (a) damage, destroy or alter any software or hardware; (b) reveal, damage, destroy, or alter any data; (c) disable any computer program automatically; or (d) permit unauthorized access to any software or hardware;

      v. All Goods will not contain any third-party software (including software that may be considered free software or open source software) that: (a) may require any software to be published, accessed or otherwise made available without the consent of AerData; (b) may require distribution, copying or modification of any software free of charge; (c) may require disclosure, license or redistribution of source code; (d) may require the grant of rights in excess of those granted by AerData in its standard end user license agreements; (e) may require that others have the right to modify the code; or, (f) may impose additional requirements on redistribution such as inclusion of additional license agreements for specific code modules; and

      vi. Any services supplied hereunder will be performed in a good, workmanlike and timely manner; be carried out by competent and trained personnel to the highest industry standards; and in accordance with the applicable service schedule or statement of work.

   b. Goods found to be defective in material or workmanship, nonconforming with specifications, plans or drawings or otherwise not as warranted above will, at AerData's option, be: (i) corrected or repaired by Seller; or (ii) replaced by Seller; or (iii) returned to Seller at Seller's expense (including transportation and handling costs) for full refund; or (iv) if services, corrected and re-performed as warranted by Seller. AerData will have no liability for any returned Goods, and Seller will bear all liability, responsibility, and expense for them. Goods replaced or repaired pursuant to this Section will be subject to the same warranties set out above. Seller's warranties inure to the benefit of AerData, its successors, assigns, and customers. In addition to the foregoing remedies, AerData reserves all rights and remedies afforded by law, equity or this PO resulting from Seller's breach of the warranties contained in this Section.

9. **COUNTERFEIT GOODS.** Seller agrees that it will not furnish to AerData 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 not disclosed as such or are represented as OEM authentic or new; or (v) have not passed successfully all OEM required testing, verification, screening, and quality control processes, (collectively "**Counterfeit Goods**"). Notwithstanding the foregoing, Goods or items that contain modifications, repairs, re-work, or re-marking as a result of Seller's or its subcontractor's design authority, material review procedures, quality control processes or parts management plans, and that have not been misrepresented or mismarked without legal right to do so, will not be deemed Counterfeit Goods. Counterfeit Goods will be deemed nonconforming for this PO under which they were delivered. Seller will implement and/or maintain an appropriate strategy to ensure

that Goods furnished to AerData under this PO are not Counterfeit Goods. Seller's strategy will include, but is not limited to, the direct procurement of items from OEMs or authorized suppliers, conducting approved testing or inspection to ensure the authenticity of items, and, when items are to be procured from non-authorized suppliers, obtaining from such non-authorized suppliers appropriate certificates of conformance that provide one or more of the following: (i) the OEM's original certificate of conformance for the item; (ii) sufficient records providing unbroken supply chain traceability to the OEM; or (iii) test and inspection records demonstrating the item's authenticity. If Seller becomes aware or suspects that it has furnished Counterfeit Goods to AerData under this PO, Seller promptly, but in no case later than thirty (30) days from discovery, will notify AerData in writing and replace, at Seller's expense, such Counterfeit Goods with OEM or AerData-approved Goods that conform to the requirements of this PO. Seller will be liable for all costs related to the replacement of Counterfeit Goods, installation of authentic Goods, and any testing or validation necessitated by the installation of authentic Goods after the Counterfeit Goods have been replaced. Seller bears responsibility for procuring authentic Goods or items from its subcontractors and will ensure that all such subcontractors comply with the requirements of this Section.

10. **INDEMNITY**. Seller will indemnify, defend and hold harmless AerData, its parent, their respective parents, affiliates, directors, employees, successors, agents and customers, from and against all claims, (including claims by third parties), liability, economic loss, damage, costs and expenses (including attorneys' fees), caused in whole or in part by any acts or omissions of Seller, its employees, servants, agents or subcontractors. Seller's obligations under this indemnity will survive the expiration, termination, completion or cancellation of this PO.

11. **INTELLECTUAL PROPERTY PROTECTION**. Seller warrants that the Goods furnished under this PO, and the use thereof, will not infringe any intellectual property right including but not limited to existing or future patent, copyright, trademark, trade name, trade secret, industrial design, semiconductor mask work, license, or other proprietary rights worldwide. Seller will indemnify, defend and hold harmless AerData, its parent, their respective parents, affiliates, directors, employees, successors, agents and customers from and against all claims, liability, economic loss, damage, costs and expenses (including attorneys' fees) relating to any actual or alleged infringement of any intellectual property right or any litigation based thereon, with respect to Goods (or any part thereof) covered by this PO, and any such obligation will survive acceptance of such Goods and payment made by AerData. The fact that AerData furnishes specifications to Seller with respect to Goods will neither relieve Seller from its obligations under this PO nor limit Seller's liability in connection with Goods, nor constitute an undertaking by AerData to indemnify, defend or hold harmless Seller against any such claim which may arise from compliance with the specifications.

12. **REMEDIES/WAIVER**. The remedies of AerData set forth in this PO are cumulative and in addition to all remedies provided at law or in equity. No waiver of a breach of any provision of this PO constitutes a waiver of any other breach. All waivers must be in writing and signed by an authorized representative of AerData.

13. **CONFIDENTIALITY**. All specifications, data and other information furnished by AerData or its agents (collectively, "**AerData's Proprietary Information**") to Seller in connection with this PO (including this PO) will remain the exclusive intellectual property and confidential information of AerData and will be treated by Seller as proprietary and will not be disclosed to third parties, or used other than for the performance of this PO, without the prior written approval of AerData. In addition, AerData does not authorize Seller to use the name of or make reference to AerData for any purpose in any releases for public or private dissemination. Notwithstanding the foregoing, Seller may disclose AerData's Proprietary Information (i) to its subcontractors as required for the performance of this PO, provided that each such subcontractor first agrees in writing to the same confidentiality obligations imposed upon Seller under this PO and (ii) to the extent required under order of a court of competent jurisdiction, a valid administrative or congressional subpoena, law, rule, regulation (including any securities exchange regulation), or other governmental action provided that Seller promptly notifies AerData in writing prior to disclosure of the information, and assists AerData to limit or prevent the disclosure. Seller will be liable to AerData for any breach of such confidentiality obligations by any subcontractor of Seller. Seller's obligations under this Section will survive the completion or cancellation of this PO in perpetuity.

14. **ADVERTISING/PUBLICATION.** Seller agrees that no acknowledgment or other information concerning this PO and services provided hereunder will be made public by Seller without the prior written consent of AerData. Furthermore, Seller will not use the AerData name, photographs, logos, trademarks, copyrights or other identifying characteristics or that of any of its subsidiaries or affiliates without AerData's prior written approval.

15. **DATA SECURITY AND DATA PROTECTION.** Seller will use data security procedures for AerData data that conform to the highest standards in (i) Seller's industry and to those used by Seller to protect its own confidential information, or (ii) ISO 27002, whichever are more stringent. Seller's obligations under this Section 15 are a material condition of this PO. In the course of performing its obligations hereunder, Seller may have access to personal data related to identified or identifiable information of natural persons ("**Personal Data**"). Seller will comply with all applicable privacy and data protection laws relating to Personal Data. In case of Personal Data from data subjects located in the European Union, Seller will ensure a level of data protection which is deemed adequate by the European Commission (e.g. through Model Clauses or the participation in the EU-U.S. Privacy Shield Program).

16. **ELECTRONIC ACCESS.** AerData may (in its sole discretion) grant in writing to Seller a limited, nontransferable, nonexclusive, revocable (in AerData's sole discretion) right for Seller personnel to access electronic information systems operated by or on behalf of AerData, including, but not limited to, facilities, network communications systems, telecommunications systems, software, applications, information and data, (collectively, the "**AerData Systems**") during the term of this PO to the extent necessary for Seller to perform the services hereunder. Seller personnel will not access or use the AerData Systems for any other purpose. AERDATA SYSTEMS ARE PROVIDED ON AN "AS-IS" and "AS AVAILABLE" BASIS, AND SELLER EXPRESSLY AGREES THAT AERDATA MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO RELIABILITY AND AVAILABLITY OF ANY AERDATA SYSTEMS. AerData may elect to provide AerData hardware to Seller for the sole purpose of accessing AerData Systems to perform services hereunder. Seller and Seller personnel are required to obtain express written consent from AerData's duly authorized representative prior to use of non-AerData assets to access AerData Systems. In addition to any other rights and obligations set forth in any relevant Agreement, Seller acknowledges that any information accessed through the AerData Systems, whether or not marked as "proprietary", "confidential", or equivalent, will be considered as proprietary to AerData and will be protected by Seller in accordance with Section 13 (Confidentiality) above. Seller and Seller personnel understand and consent as follows: Seller and Seller personnel have no reasonable expectation of privacy in any communications or data, personal or otherwise, transiting or stored on AerData Systems; any communications or data transiting or stored on AerData Systems may be monitored, intercepted, recorded, and searched at any time and for any lawful purpose, and may be used or disclosed for any lawful purpose. Any security breach of the AerData Systems or other breach of the requirements of this Section will be grounds for default in accordance with Section 7 (Cancellation) above.

17. **INTELLECTUAL PROPERTY.**

   a. **Definitions:**

      i. "Intellectual Property" or "IP" means inventions, discoveries and improvements; know-how, works of authorship, technical and non-technical data, drawings, specifications, process information, reports and documented information; and computer software, including software source code, interpreted code, and software scripts. IP includes all worldwide common law and statutory rights to the foregoing, including but not limited to, patents, industrial designs, trade secrets, copyrights, and the like.

      ii. "Background IP" means all IP owned or developed by Seller prior to the effective date or outside the scope of this PO.

      iii. "Foreground IP" means IP conceived, developed or first reduced to practice by, for or with Seller either alone or with others in the performance of this PO.

   b. Seller-Owned IP. Seller will retain ownership of all its Background IP and of any Foreground IP not assigned to AerData pursuant to Section 17.e. below (collectively, the "Seller-Owned IP"). Seller grants to AerData an irrevocable, nonexclusive, sub-licensable, perpetual, paid-up, royalty-free, worldwide license (i) to use, reproduce, distribute, modify,

and prepare derivative works of such Seller-Owned IP and (ii) to use, make, have made, offer for sale, sell, distribute and import products and services that incorporate or embody such Seller-Owned IP, in each case solely as necessary for the purpose of exploiting AerData's rights in the Goods and/ or the Foreground IP assigned to AerData hereunder or as otherwise permitted under this PO. Seller grants to AerData such license rights for any purpose in the event AerData cancels all or part of this PO for Seller default in accordance with Section 7, "Cancellation" or in the event AerData, in its own judgment, must provide Seller with design, manufacturing, or on-site support substantially in excess of what is required of AerData under this PO in order for Seller to comply with this PO.

c. Agreements. Seller will obtain agreements with its employees and independent contractors to enable the grant of rights to which AerData is entitled under this Section.

d. Third-Party IP. To the extent Seller incorporates third-party IP into any PO deliverable, Seller will obtain for AerData at least the license rights granted in Section 17.b. above in such third-party IP, at no additional cost to AerData and hereby grant such rights to AerData. To the extent Seller intends to incorporate any Open Source Software or Data ("OSS") in any PO deliverable, Seller will obtain pre-approval from AerData prior to such use. If any third-party IP includes OSS, Seller will obtain pre-approval from AerData prior to such use.

e. Foreground IP. The following sub-sections of this Section 17.e will not apply to: (i) commercial off-the-shelf Goods except to the extent such Goods are modified or redesigned pursuant to this PO; or (ii) any Goods to the extent their development was funded by the U.S. Government.

   i. All Foreground IP will be the exclusive property of AerData. To the extent Foreground IP consists of works of authorship that qualify as a "work made for hire" as defined under United States or applicable copyright law, such works will be deemed to be "works made for hire" with the copyrights automatically vesting in AerData. For all other Foreground IP, Seller hereby irrevocably transfers, conveys, and assigns to AerData all right, title and interest in such Foreground IP for no additional charge. Seller will protect Foreground IP that is AerData's Proprietary Information as required by this PO and will mark documents or portions of documents containing Foreground IP as "AerData Proprietary" information or as otherwise directed by AerData in writing.

   ii. Seller will, within two (2) months after conception of any invention and prior to PO completion, disclose in writing to AerData all inventions, whether or not patentable, in sufficient technical detail to clearly convey the invention to one skilled in the art to which the invention pertains. Seller will promptly execute all written instruments, and assist as AerData reasonably directs in order to file, acquire, prosecute, maintain, enforce and assign AerData's Foreground IP rights. Seller hereby irrevocably appoints AerData and any of AerData's officers and agents as Seller's attorney in fact to act on Seller's behalf and instead of Seller, with the same legal force and effect as if executed by Seller, with respect to executing any such written instruments.

   iii. AerData-Owned IP. AerData will retain ownership of all AerData IP provided hereunder and of any Foreground IP assigned to AerData pursuant to Section 17.e. above (collectively, the "AerData-Owned IP"). AerData grants to Seller a non-exclusive, royalty-free right during the term of this PO to use, reproduce, modify, practice and prepare derivative works of AerData-Owned IP solely as necessary for Seller to perform its obligations under this PO or otherwise permitted under this PO. Seller will not, without AerData's prior written consent, use AerData-Owned IP or any derivative works of any of the AerData-Owned IP in any manner not authorized under this PO, including, but not limited to, developing, manufacturing, obtaining a certification to manufacture, offering for sale or selling any product, equipment, or service which utilizes or is enabled by AerData-Owned IP.

f. Seller's obligations under this Section will survive the completion or cancellation of this PO in perpetuity.

18. **INDEPENDENT CONTRACTOR**. Seller's status is that of an independent contractor and not that of an employee or agent of AerData. Seller will ensure that all of its employees, agents and subcontractors that are assigned to work on AerData's premises will comply with all policies and procedures of AerData, including but not limited to, those for safety and security. Seller's employees, agents and subcontractors will be paid exclusively by Seller and Seller is solely responsible for the acts and omissions of its employees, agents and subcontractors. Seller will comply with all requirements and obligations relating to its employees under all applicable laws.

19. **AERDATA'S POLICIES.** Seller agrees that AerData's internal policies, procedures and codes are intended to guide the internal management of AerData and are not intended to, and do not, create any right or benefit, substantive or procedural, enforceable at law or in equity, by the Seller against AerData.

20. **COMPLIANCE WITH LAWS.** Seller and the Goods will comply with all applicable laws, statutes, and government rules, regulations, and orders including without limitation: (i) all applicable country laws relating to anti-corruption, anti-bribery, and export / import controls, including, but not limited to, legislation implementing the Organization for Economic Co-operation and Development "Convention on Combating Bribery of Foreign Public Officials in International Business Transactions" or other anti-corruption/anti-bribery convention; and (ii) the requirements of the Foreign Corrupt Practices Act, as amended, ("FCPA") (15 U.S.C. §§78dd-1, et. seq.), regardless of whether Seller is within the jurisdiction of the United States, and Seller will, neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value received from AerData to a non-U.S. public official or any person in violation of the FCPA and/or in violation of any applicable country laws relating to anti-corruption or anti-bribery. AerData will be excused from performance and/or may terminate this PO if it determines in its sole discretion that Seller or any agent thereof has engaged, might engage or will engage in any activity that reasonably may be determined to violate United States or applicable local law. Seller agrees to defend, indemnify and hold harmless AerData, its parent, their respective parents, affiliates, directors, employees, successors, agents and customers from and against all claims (including claims by third parties), liability, economic loss, damage, costs and expenses (including attorneys' fees) relating to Seller's failure to comply with this Section 20.

21. **TRADE CONTROL COMPLIANCE.** The parties will comply with all export, import and sanction laws, regulations, decrees, orders, and policies (as amended) of the United States Government, the Government of any country in which the Parties conduct business pursuant to this PO and the Government of any country which may exercise lawful jurisdiction over the controlled items, including but not limited to the Export Administration Regulations ("**EAR**") of the U.S. Department of Commerce, the International Traffic in Arms Regulations ("**ITAR**") of the U.S. Department of State, the U.S. Customs & Border Protection Regulations, the Harmonized Tariff Schedule, and the anti-boycott and embargo regulations and guidelines as set forth in the EAR and in the U.S. Department of the Treasury, Office of Foreign Assets Control (collectively, "**Trade Control Laws**"). Seller will control the disclosure of, and access to, controlled items or technical data provided by AerData related to performance of this PO in compliance with all applicable Trade Control Laws. Seller will not transfer (to include transfer to foreign persons employed by or associated with, or under contract to Seller, or Seller's sub-tier suppliers or Seller's non-U.S. subsidiaries) any export controlled item, data or services, without providing advance notice to AerData and obtaining the requisite export and/or import authority. Subject to applicable Trade Control Laws, Seller will provide AerData with the export control classification of any commodity or technology including software. Seller represents that it maintains an effective export/import control compliance program in accordance with all applicable Trade Control Laws. A copy of process control documents and other documents reasonably requested by AerData related to Seller's compliance with applicable Trade Control Laws will be made available to AerData upon request. Seller will promptly notify AerData if Seller is, or becomes, listed in any Denied Parties List or if Seller's export privileges are otherwise denied, suspended or revoked in whole or in part by any Governmental entity. Seller will timely inform AerData of any actual or alleged violations of any applicable Trade Control Laws, including any suits, actions, proceedings, notices, citations, inquiries, or other communications from any government agency concerning any actual or alleged violations, in Seller's performance under this PO and will comply with all reasonable requests from AerData for information regarding any such violations. Seller will incorporate into any contracts with its sub-tier supplier's obligations no less restrictive than those set forth herein requiring compliance with all applicable Trade Control Laws. If a party engages in the export or import of a controlled item in support of its duties and obligations imposed under this PO, then such party conducting the

export or import will obtain all export and or import authorizations that are required under the applicable Trade Control Laws. Each party will cooperate and exercise reasonable efforts at its own expense to support the other party in obtaining any necessary export and import authorizations required to perform its obligations under this contract. Reasonable cooperation will include providing necessary documentation, (e.g. import certificates, end-user and retransfer certificates). The party providing controlled items under this PO will, upon request, notify the other party of the item's export classification (e.g., the Export Control Classification Numbers or United States Munitions List [USML] category and subcategory) as well as the export classification of any components or parts thereof if the same are different from the export classification of the item at issue. The parties further agree that this export classification determinations will be made by a qualified person (employee, consultant, advisor) empowered to act on behalf of the party making the export classification and supported by bona fides evidence. Each party agrees to reasonably cooperate with the other in providing, upon request documented evidence, proof or other supporting information that validates the export determination.

22. **CODE OF BASIC WORKING CONDITIONS AND HUMAN RIGHTS.** AerData is committed to providing a safe and secure working environment and the protection and advancement of basic human rights in its worldwide operations. In furtherance of this commitment, AerData has adopted a Code of Basic Working Conditions and Human Rights setting out in detail the measures it takes to ensure this commitment is fulfilled. The AerData Code of Basic Working Conditions and Human Rights may be downloaded at http://ww1.AerData.com/documents/about/Code-of-Basic-Working-Conditions-AerData.pdf. AerData strongly encourages Seller to adopt and enforce concepts similar to those embodied in the AerData Code of Basic Working Conditions and Human Rights, including conducting Seller's operations in a manner that is fully compliant with all applicable laws and regulations pertaining to fair wages and treatment, freedom of association, personal privacy, collective bargaining, workplace safety and environmental protection. Seller will include the substance of this clause, including this flow-down requirement, in all subcontracts awarded by Seller for work under any PO.

23. **TOXIC AND HAZARDOUS MATERIAL CONTROL ACT.** All Goods must comply with requirements of applicable Federal, State and Local Health, Safety, Environmental Protection Regulations. Seller's noncompliance with any of the foregoing requirements in any respect will be corrected promptly by Seller upon notice from AerData and the cost of such correction, as well as any related costs arising out of any action brought by a governmental agency in connection with such failure, will be the responsibility of Seller.

24. **ENVIRONMENTAL HEALTH AND SAFETY PERFORMANCE.** Seller acknowledges and accepts full and sole responsibility to maintain an environment, health and safety management system ("**EMS**") appropriate for its business throughout the performance of this PO. AerData expects that Seller's EMS will promote health and safety, environmental stewardship, and pollution prevention by appropriate source reduction strategies. Seller will convey the requirement of this clause to its suppliers. Seller will not deliver Goods that contain any asbestos mineral fibers.

25. **CONFLICT MINERALS.** Seller will, no later than thirty (30) days following each calendar year in which Seller has delivered any Goods to AerData, complete and provide to AerData a single and comprehensive Conflict Minerals Reporting Template, to be provided to Seller by AerData on request. Seller will perform appropriate due diligence on its supply chain in order to fulfill the reporting obligations of this Section 25.

26. **SELLER FACILITY.** Seller will provide AerData written notice of any proposed plans for moving Seller's manufacturing location for the Goods or moving tooling or other equipment utilized in the manufacture of the Goods to another facility. In no event will Seller proceed with implementing such plans prior to obtaining AerData's prior written approval.

27. **INSURANCE.** Seller agrees to carry and provide evidence to AerData of: (i) Commercial General Liability insurance with limits not less than US $1,000,000 per occurrence for bodily injury and property damage combined, and including all premises and operations, broad form property damage, contractual liability (including, without limitation, that specifically assumed under Section 10 (Indemnity), Section 11 (Intellectual Property Protection), and Section 20 (Compliance with Laws) above) and Goods and completed-operations insurance with limits not less than US $2,000,000 per occurrence for a minimum of 24 months after AerData's final acceptance of the Services; and (ii) Business Automobile Liability insurance with limits not less than US $1,000,000 per occurrence combined single limit for bodily injury and property damage; and (iii) if applicable, Workers' Compensation insurance in accordance with the applicable laws relating to Workers' Compensation (and Employers' Liability with limits not less than US $1,000,000 per incident). Company's Workers' Compensation and Employers' Liability policies will provide a waiver of all rights of subrogation against AerData. If AerData provides any hardware or software to Seller for use during Seller's provision of services under this PO, Seller agrees to cover such hardware and software with insurance to protect the asset while in Seller's care, custody, or control.

28. **GOVERNING LAW.** This PO is governed and interpreted in accordance with the laws of The Netherlands, without recourse to choice of law statutes or principles which would otherwise result in the application of the law of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this PO.

29. **DISPUTE RESOLUTION.** Any dispute, claim or controversy of whatsoever kind or nature arising under or relating to this PO (if not resolved amicably) will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with said Rules. The place of arbitration will be Amsterdam, The Netherlands. The language of arbitration will be English. The foregoing will not apply in the event a third party claims any injury, damage or loss against AerData in a court or other proceeding wherein Seller is joined, interpleaded or impleaded by AerData, or Seller is otherwise a necessary or indispensable party to the action or proceeding. Seller waives sovereign immunity and related defenses with respect to this PO.

30. **SEVERABILITY.** Each provision of this PO is severable, and if one or more provisions are declared invalid, the remaining provisions will remain in full force and effect.

31. **ASSIGNMENT.** Seller may not assign this PO or any rights or obligations hereunder without the prior written consent of AerData and any such attempted assignment will be null and void.

32. **COMPLETE AGREEMENT.** This PO contains the entire understanding between AerData and Seller and supersedes all prior and contemporaneous written and oral understandings relating to the subject hereof.

33. **AUDIT.** AerData's duly authorized representatives will have access at all reasonable times to all records, documents, files, and personnel necessary to audit and verify Seller's charges to AerData for Goods. Seller will retain records, documents, and files related to such charges for a period of three (3) years from the date of final payment. AerData's representatives will have the right to reproduce and retain copies of any of the aforesaid documents.

34. **NOTICE TO AERDATA OF LABOR DISPUTES.** Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this PO, Seller will immediately give notice thereof, including all relevant information, to AerData.

35. **ETHICS AND COMPLIANCE PROGRAM.** Seller acknowledges and accepts full and sole responsibility to maintain an ethics and compliance program appropriate for its business throughout the performance of this PO. Seller will publicize to its employees who are engaged in the performance of work under this PO that they may report any concerns of misconduct by AerData or any of its employees or agents by going to ethics@boeing.com. Seller will convey the substance of this clause to its suppliers.

36. **MANDATORY CLAUSES REQUIRED UNDER U.S. FEDERAL GOVERNMENT CONTRACTS OR SUBCONTRACTS.** If a U.S. government contract number is shown on the face of this PO, this PO is a subcontract under a U.S. Federal Government Prime Contract, and the following FAR clauses are incorporated by this reference and said clauses will apply with the same force and effect as if fully set forth herein. In the event of a conflict between the terms and conditions of this Section and any other provision of this PO, the terms and conditions of this Section will prevail. The full text of a clause may be accessed electronically:

| 52.203-13 | Contractor Code of Business Ethics and Conduct (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds $5,000,000 |
| 52.219-8 | Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities and subcontract exceeds $550,000 |
| 52.222-26 | Equal Opportunity (E.O.11246) |
| 52.222-35 | Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212(a)) |
| 52.222-36 | Affirmative Action for Workers with Disabilities (29 U.S.C.793) |
| 52.222-39 | Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201) |
| 52.222-50 | Combating Trafficking in Persons (22 U.S.C. 7104(g)) |
| 52.247-64 | Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. App. 1241 and 10 U.S.C. 2631) |

In addition, the clause below is incorporated by reference, as if fully set forth herein, from the Federal Acquisition Regulation ("FAR") and/or Defense Federal Acquisition Regulation Supplement ("DFARS") and apply to the extent indicated therein. Except as may be otherwise stated, "Contractor," "Offeror" or any equivalent terms means Seller, "Government," "Contracting Officer" or any equivalent terms means AerData, and all references to a "Disputes" clause shall mean the "Dispute Resolution" clause of these General Terms and Conditions. The effective version of each clause listed shall be the latest version published on the date these General Terms and Conditions is issued. The full text of a clause may be accessed electronically at https://www.acquisition.gov/content/regulations.

**52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.** Paragraph (b) is deleted and replaced with the following: "Seller is prohibited from providing Buyer with covered telecommunications equipment or services, or with any equipment, systems, or services that use covered equipment or services regardless of whether that use is in performance of work under a U.S. Government contract." Paragraph (c) is deleted in its entirety. Paragraph (d)(1) is deleted and replaced with the following: "In the event Seller identifies covered telecommunications equipment or services provided to Buyer during contract performance, or Seller is notified of such by a subcontractor at any tier or any other source, Seller shall report the information in paragraph (d)(2) of this clause via email to Buyer's Authorized Procurement Representative, with the required information in the body of the email."

When applicable, POs may have additional FAR clauses which are added as an attachment to these General Terms & Conditions.