

**COLLINS AEROSPACE STANDARD TERMS AND CONDITIONS
FOR ENGINEERING TEST LAB SERVICES**

The terms and conditions in this agreement for engineering test lab services ("**Agreement**"), are between Rohr, Inc., a part of Collins Aerospace, having a principal place of business at 850 Lagoon Drive, Chula Vista, CA 91910 ("**Seller**"), and Buyer ("**Customer**" or "**Buyer**"), either or both of which may also be referenced singly as a "**Party**" or collectively as the "**Parties**."

1. Definitions:

In this Agreement and any documents related to the Services provided hereunder, the following capitalized words and expressions shall have the following meanings. Other capitalized terms shall have the meaning assigned from time to time within this Agreement.

- A. "Order"** means any purchase order or other written authorization for Services issued by Customer to Seller;
- B. "Components"** shall mean certain aerospace articles, goods, products, equipment, raw materials, samples owned, manufactured, provided, or used by the Customer;
- C. "Deliverables"** shall mean the Test Reports provided by the Seller;
- D. "Equipment"** shall mean Seller's test stands, benches, and rigs used to perform the Services;
- E. "Price"** means the price of the Services for an Order, pursuant to the Quote, to be paid by the Customer to the Seller under this Agreement ;
- F. "Quote"** means the estimated Price and Workscope provided by Seller upon receipt and inspection of the Component(s) as furnished by the Customer. Such Quote may be revised by Seller for review and acceptance by the Customer.
- G. "Services"** means the tasks and activities performed by Seller on the Component(s) as required to complete the Workscope as specified in the Quote (as may be amended by mutual agreement) and authorized by the Order under this Agreement ;
- H. "Agreement"** means the terms contained in this document, which govern the Services provided by Seller pursuant to an Order by Customer and conforming to the Workscope outlined in Clause 2;
- I. "Workscope"** means the written scope of work and any Deliverables required for the performance of the Services

2. Services and Scope.

- A. Each time Customer requires Services, Seller shall, within a reasonable time from receipt of the Customer's request, prepare a Quote detailing the Price, Workscope and time required to perform the Workscope. The pricing provided by Seller in the Quote is based on the Workscope and Services specified therein. Seller reserves the right to modify its pricing in response to any changes to the Workscope associated with the Services.
 - i. Each Customer request shall contain the following information/documentation: (i) the Component's condition, including, but not limited to, a description of any chemicals or hazardous materials contained in or on the Component, (ii) sufficient detail to allow the Seller to identify the nature of the Services required by the Customer to test the Component, including requirements performance of conformity of Components (if manufactured by Seller), (iii) quality standards/requirements applicable to the Services (e.g. airworthiness authority, witnessing, conformity, inspections, etc.) and the (iv) estimated value of the Component.

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- B. Seller reserves the right to modify the delivery schedule or pricing quoted for the Services due to (a) incorrect, incomplete or inaccurate data or information provided by the Customer; (b) changes by the Customer to the Workscope; (c) late or incomplete delivery by the Customer of Components or any associated components required to perform the Services; or (d) delays caused by Customer. A final delivery schedule shall be provided by the Seller on commencement of the Services. Notwithstanding the foregoing, due to the uncertain nature of the Services, Seller shall not be liable for reasonable or excusable delivery schedule delays associated with the performance thereof.
- C. Expedited delivery schedules may be agreed to by the Parties in writing and shall be subject to an increase in pricing to the Customer.
- D. If Customer desires Seller to proceed with the Services, in accordance with Seller's Quote, Customer shall deliver to Seller a written Order authorizing Seller to perform such Services. Such Order shall constitute unqualified acceptance of Seller's Quote and shall be deemed to be an individual legally binding contract between the Seller and Customer.
- E. Customer agrees that each Order is governed by this Agreement, whether or not referenced on Customer's Order, and Customer is hereby notified of Seller's objection to and rejection of any additional or different terms contained in Customer's Order. Additional or different terms shall not apply without prior approval from an authorized representative of Seller.
- F. Where, upon commencement of the Services, or at any time during the performance thereof, Seller discovers that such Services will require work outside the approved Workscope or is requested by the Customer in writing to for a change/modification to the Workscope ("**Out of Scope Work**") Seller shall prepare an additional Quote for Customer stating the out of scope work required and the price ("**Out of Scope Work Quote**"). Customer must approve, in writing, Out of Scope Work Quote prior to commencement of Out of Scope Work by Seller no later than five (5) days after receipt of the Out of Scope Work Quote. If after five (5) days Customer has not approved or rejected the Out of Scope Work Quote, Seller reserves the right to charge up to eighteen hundred (\$1800) dollars per day in Equipment downtime fees. On Customer's rejection of the Out of Scope Work Quote, Seller shall continue to perform the Services required to complete the approved Workscope, unless expressly advised otherwise within two (2) days of Seller's rejection of the Out of Scope Work.
- G. Notwithstanding anything to the contrary in this section, if Seller is unable to complete the Services due to reliance on incorrect, incomplete or inaccurate data or information provided by the Customer, any Workscope performed, including any Out of Scope Work shall be compensated to Seller.
- H. Cancellation of any Services shall be at the Seller's sole discretion. To the extent Seller agrees to cancel any Services, Customer shall be responsible for any costs incurred by Seller for any Services performed until the date of cancellation, plus a fifteen percent (15%) charge for the remaining Order value.
3. Priority of Use: Any schedule or milestone in this Agreement is estimated based upon the Parties' current understanding of the projected availability of Seller's goods, services, facilities, or equipment. In the event that Seller's projected availability changes, Customer shall be given reasonable notice of that change, so that the schedule and milestones may
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be adjusted accordingly. The Parties agree that Seller's use of the goods, services, facilities, or equipment shall have priority over the use planned in this Agreement. Should a conflict arise, Seller in its sole discretion shall determine whether to exercise that priority. Likewise, should a conflict arise as between two or more Buyers, Seller, in its sole discretion, shall determine the priority as between those Customers. This Agreement does not obligate Seller to seek alternative facilities, resources, or services from other sources or at other locations

4. Deliverables

- A. Following completion of the Services, Seller shall provide the Customer with a test report detailing the results thereof ("**Test Report**"). Customer may request and Seller shall make reasonable revisions to a Test Report for up to two (2) weeks following the Customer's receipt of such Test Report. The first revision shall be provided to the Customer free of charge. All revisions after the first revision shall be charged to the Customer at the Seller's standard hourly rate.
- B. Seller shall not be liable for Customer's reliance on or for any use of the Test Report or any data contained therein.

Following completion of the Services, Components provided by the Customer and any components fabricated and manufactured by Seller pursuant to the Workscope shall be held at Seller's facilities for up to thirty (30) days for disposition by the Customer at no cost. If no disposition instructions have been provided by the Customer after thirty (30) days, Seller shall, at its sole discretion, return, store locally at its facility or off-site, or scrap the Components and any components fabricated by Seller pursuant to the Workscope. Customer shall be charged Seller's standard storage, return or scrap fees, as applicable.

- 5. Sub-Contracting. Seller reserves the right to sub-contract any portion of the Services to any Seller approved supplier, or any company owned or controlled by Raytheon Technologies Corporation (RTX) and its successors in title, or any other entity approved by the appropriate airworthiness authorities.
- 6. Delivery to Customer. Seller will make tested Components available to Customer for collection, EX WORKS , Incoterms® 2020), Seller's designated facility.
- 7. Invoice and Payment. Seller shall invoice Customer for Services performed upon delivery of the Test Report to the Customer or pursuant to a milestone schedule mutually agreed to by the Parties in the Order. Unless otherwise agreed, Customer shall pay (in US Dollars) all invoices within thirty (30) days from the invoice date (the "Due Date") pursuant to the payment instructions of the invoice. Where the Services require the return of any Components, Seller shall return such Components no later than ten (10) days after receipt of payment. Notwithstanding the foregoing, if, at any time, the financial condition of Customer does not, in the sole discretion of Seller, justify the continuance of such payment terms, or if Seller has reasonable grounds for insecurity with respect to Customer's performance under these Overriding Terms, Seller may require payment in advance of delivery.
 - A. Payment Default. If any amount due to Seller remains unpaid after ten (10) calendar days of the payment Due Date (a "Payment Default"), Seller shall be entitled to immediately charge interest on such sum from the Due Date until the actual date of payment of such a sum, both before and after any judgment, at a rate of 1.5% per month or the highest rate

permitted by law, whichever is lower. Seller reserves the right to combine any of the above rights and remedies as may be permitted by applicable law. The above rights and remedies are in addition to all other remedies available to Seller at law or in equity.

8. Title and Risk of Loss. Except as otherwise provided in this Agreement, title and risk of loss or damage to Components delivered to Customer by Seller shall, at all times, remain with Customer. For any components manufactured or fabricated by Seller, title to such components shall transfer when Seller makes such components available to Customer's freight forwarder at Seller's facility.
9. Loss or Damage to Components. Seller's liability for loss or damage to the Components and other property while in Seller's care, custody or control is limited to the fair market value of such Components and all other property delivered by Customer, and shall only arise to the extent such loss or damage results from Seller's gross negligence or willful misconduct. Customer shall insure the Components and all other property delivered by Customer to Seller. Neither the Component nor such other property is insured or protected in any amount by Seller or its insurers against loss occasioned by theft, fire, vandalism or any other cause while in Seller's care, custody or control. Notwithstanding anything to the contrary in this Clause 10, Seller shall not be liable for any loss or damage to Components or other Customer property to the extent such loss or damage arises from testing or is related to incorrect, incomplete or inaccurate information provided by Customer to Seller, including, without limitation, the load profile of the Components.
10. Taxes.
- A. For the purposes of this Agreement, taxes shall include, but not be limited to, sales taxes; use taxes; withholding taxes; value added taxes; goods and services taxes; stamp taxes; excise taxes; gross receipts taxes; transfer taxes; profits taxes; turnover taxes; port dues; import, export and custom duties; and any related penalties and interest or other similar taxes ("Taxes").
 - B. All prices stated in this Agreement shall be exclusive of Taxes.
 - C. Customer shall pay the cost of any Taxes which Seller is required by applicable law to charge to Customer as a result of the transactions contemplated by this Agreement, unless Customer shall have timely provided to Seller a valid and properly completed exemption certificate certifying that Customer is not subject to such Taxes.
 - D. Seller shall have no liability for any Taxes, whether imposed on Seller or Customer, in connection with the performance by Seller of its obligations under this Agreement other than, for the avoidance of doubt, taxes imposed on Seller's net income.
 - E. In the event any amounts described in paragraph D (other than, for the avoidance of doubt, taxes imposed on Seller's net income) are imposed on Seller, Customer shall reimburse the Seller for such amounts within 15 days of written request.
 - F. All payments shall be made without deduction or withholding. In the event that Customer is required by any law to make any deduction or withholding from any amount payable to Seller, then the amount payable to Seller shall be increased such that after all deductions and withholdings, the amount paid to Seller shall be equal to the amount to which Seller

would have been entitled under this Agreement had no deduction or withholding been required.

G. Any amounts withheld by Customer shall be timely remitted to the relevant authority as required by law. Customer shall promptly provide Seller with an official receipt or certificate in respect of the payment of such amounts.

H. Both Parties agree to co-operate to eliminate or reduce, consistent with applicable law, any Taxes or similar charges which may be payable by either Party, including, where applicable, providing or issuing the necessary documentation to support or secure exemptions or recoveries. Furthermore, if as a result of a change in law or a change in the tax practice of any tax authority, either Party becomes subject to additional Taxes or similar charges which increase its financial liability during the term of this Agreement, both Parties will negotiate in good faith to attempt to reduce or eliminate such additional Taxes or similar charges; provided, however, that neither Party need take any steps which, in its reasonable opinion and acting in good faith, would increase its obligations or would be prejudicial or adverse to it (whether in respect of tax affairs or otherwise).

11. Excusable Delay

A. Seller shall not be in default by reason of any failure in performance of the Services if such failure arises out of causes beyond the control of and without the fault or negligence of Seller including but not restricted to:

i. an act of God, act of Government, fire, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargo, unusually severe weather, riot, war, acts of terrorism or any other event which constitutes a superior force; (ii) interferes with the performance of Seller's obligations; and (iii) the effects of which could not reasonably have been avoided by Seller.

ii. In addition to the events described in paragraph (A.i.):

1. a delay caused by the default of a subcontractor of Seller shall constitute an Excusable Delay if the event causing the default of such subcontractor is an event which meets the criteria set out in paragraph (A.i.) and such delay has not been caused by Seller, unless the subcontracted services were obtainable at reasonable prices on commercially reasonable terms from other sources in sufficient time for Seller to meet the required delivery schedule; and

2. a delay caused by Customer, including Customer's failure to approve a Quote or any additional work required to bring the Component(s) to an airworthy condition shall constitute an Excusable Delay.

3. a delay caused by an un-scheduled outage or downtime of the Seller's equipment required to perform the Services and not as a result of Seller's direct act or omission leading to such outage or downtime

B. In the event of an Excusable Delay, any affected delivery date shall be postponed for such period as is reasonably necessary to offset the effects of the Excusable Delay. No

adjustment will be made to price under any order; adjustment to the delivery schedule is the exclusive remedy of Seller for an Excusable Delay.

- C. If performance of the Services by the Seller shall be delayed by the Excusable Delay for a period of ninety (90) days three months, and then the Seller shall have the right to be discharged from further performance of and liability under this Agreement .
- D. In the event that the Excusable Delay discharges the Seller from further performance of the Services, the Seller shall be entitled to payment for Services completed prior to occurrence of the Excusable Delay, such payment to be calculated in accordance with the Quote and paid in accordance with Clause 8 above.

12. Warranties.

A. Seller warrants that that the Services will be performed (i) in a professional and workmanlike manner, in accordance with the standards of care and diligence and the level of skill, knowledge and judgment customarily practiced by companies in Seller's industry performing services of a similar nature and (ii) in compliance with all applicable federal, state, local and foreign laws, regulations, ordinances and orders;. Customer's sole and exclusive remedy for breach of the above warranty shall be re-performance of the Services.

B. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND ACCEPTED IN LIEU OF (i) ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN CONTRACT, TORT, OR OTHER CAUSE OF ACTION WHETHER OR NOT ARISING FROM SELLER'S NEGLIGENCE, ACTUAL OR IMPUTED.

C. THE REMEDY SET FORTH IN THIS CLAUSE IS THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER FOR ANY CLAIMS FOR BREACH OF THE WARRANTIES DESCRIBED HEREIN.

13. Limitation of Liability. SELLER'S LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED BY SELLER IS LIMITED TO THE VALUE OF THE SERVICE GIVING RISE TO THE CLAIM. IN NO EVENT IS SELLER LIABLE FOR SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, INDIRECT DAMAGES, LOSS OF PROFITS, LOSS OF REVENUES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BY OPERATION OF LAW, OR OTHERWISE.

14. Confidential Information.

A. "Confidential Information" means: any information, knowledge, or data that is received by the receiving party from the disclosing party in connection with any Services or this Agreement, and that is (a) in writing and clearly marked with a proprietary or confidential legend at the time of disclosure; (b) in a machine-readable form, with the information or

the media in which it is provided being clearly marked with a proprietary or confidential legend at the time of disclosure, or if such marking is not practicable, such information or media being identified as proprietary or confidential by written communication of the disclosing party prior to or contemporaneously with its disclosure; (c) disclosed orally or visually, with the information being identified as proprietary or confidential at the time of disclosure, and reduced to writing and clearly marked with a proprietary or confidential legend within thirty (30) days of the initial disclosure; or (d) incorporated or embodied in a sample product or other equipment, material or item clearly marked with a proprietary or confidential legend at the time of disclosure. Confidential Information does not include any information which: (i) in the public domain at the time the disclosing party first disclosed it to the receiving party hereunder, or subsequently became publicly known through no wrongful act of the receiving party; (ii) known to the receiving party, other than through receipt under a separate confidentiality agreement or similar agreement, prior to receipt under this agreement; (iii) disclosed to the receiving party without restriction by a third party who had the lawful right to disclose such information; (iv) independently developed by the receiving party without the use of or reference to Confidential Information; or (v) required to be disclosed by judicial process, subject to the conditions below with regard to this type of disclosure, and otherwise continues to protect such information as Confidential Information until such time as one of the foregoing exceptions (a) through (d) are satisfied.

- B. Confidential Information is disclosed by each Party solely for the purpose of performing the Services. Each Party shall preserve and protect Confidential Information against unauthorized disclosures or uses using the same degree of care it uses to protect its own confidential information but in no event less than a reasonable degree of care.
- C. Neither Party shall disclose Confidential Information to any third party without prior written consent.
- D. Nothing in this Agreement or in any Order grants or confers any other rights to Customer in any Seller invention, patent, copyright, trademark, mask work, know-how or trade secret.
- E. Customer shall promptly notify Seller of any government, legal, or regulatory action or request to disclose any Confidential Information to a third party. Customer shall cooperate and offer reasonable assistance to Seller to contest the disclosure of such Confidential Information, or obtain a protective order or other remedy or protection. Any disclosure by Customer of Confidential Information as required under a government, legal, or regulatory action shall not constitute a breach of this Agreement.
- F. If requested by Seller at any time during the term of this Agreement or thereafter, Customer shall, within thirty (30) calendar days after receipt of such request, either (a) return to Seller all Confidential Information, including all copies, or (b) destroy all Confidential Information and provide written confirmation of such destruction to Seller, except that Seller may retain any Confidential Information it must retain in order to comply with laws or governmental regulations, in which case the provisions of this Clause 15 shall continue to apply to such retained Confidential Information.
- G. If Customer discloses any technical information or data to Seller which is marked as confidential or proprietary or with any similar legend, including on any Components provided by the Customer ("Proprietary Customer Data"), Seller will maintain such Proprietary Customer Data as confidential and not disclose it to any third party without the

written consent of Customer, and shall not use it except to propose and perform Services for Customer only.

H. The rights and obligations of each Party under this Clause 15 shall survive termination or expiration of this Agreement.

15. Export Control Laws and Regulations.

A. In performing their respective obligations of this Agreement, both Parties will comply with all export control laws and trade sanctions, including those of the United States, applicable to the export, re-export, and in-country transfer of goods, software, technology or services ("Items"). (collectively, "Export Control Laws and Trade Sanctions"). Customer agrees that it will take measures to ensure that any Items received from Seller are not modified for, or diverted to, any use, person, or jurisdiction contrary to Export Control Laws and Trade Sanctions, including any military application.

B. The Party conducting an activity subject to Export Control Laws and Trade Sanctions shall be responsible for obtaining required authorizations for the activity, although Seller shall have the sole authority to make or have made any required submissions to the United States Customs Bureau to the extent that it is the U.S. Principal Party in Interest in an export transaction. Each Party shall reasonably cooperate and exercise reasonable efforts to support the other Party in obtaining the necessary licenses or authorizations required to perform its obligations under this contract. Neither Party guarantees the issuance or continuation in effect of such authorizations and shall have no liability in the event that authorizations are not issued or are discontinued. If the relevant Items are subject to a license or other governmental approval specifically identifying Customer as the end-user thereof, Customer will not, directly or indirectly, export, re-export, or transfer such Items received from Seller to another person or destination without Seller's prior written approval unless specifically permitted pursuant to such license or approval. Customer shall indemnify and hold harmless Seller from any and all liability or other consequences arising as a result of a breach of clauses (A) or (B).

C. The Party providing any Items under this Agreement shall, upon request, notify the other Party of the Items' Export Control Classification Numbers ("ECCNs") as well as the ECCNs of any components or parts thereof if they are different from the ECCN of the Item at issue.

D. In the event that Seller receives an Item from Customer that, whether or not through Customer's fault, is in non-compliance with Export Control Laws and Trade Sanctions in the judgment of the Seller, Seller reserves the right to retain possession of such property ("quarantine"). Seller shall have no responsibility or liability for, and Customer shall indemnify and hold Seller harmless against, any losses, claims, or damages incurred by Customer or any third party resulting from Seller's quarantine of such unit.

E. In performing their respective obligations of this Agreement, both Parties will comply with all customs laws and procedures applicable to the importation of Items. Each Party agrees to provide reasonable assistance, upon written request, in support of the other Party's compliance with such customs laws and procedures in its importation of Items.

16. Governing Law; Dispute Resolution.

A. The laws of the state of New York (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation,

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- its interpretation, construction, performance, and enforcement. The United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto, shall not apply.
- B. Any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, will be finally resolved by arbitration in accordance with the Rules for Arbitration of the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules before a single arbitrator acceptable to both parties. The place of arbitration shall be San Diego, CA.
 - C. The language of the arbitration will be English. Any award will be payable in the currency of this Agreement.
 - D. Either Party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either Party also may, without waiving any remedy under this agreement, seek from any court of competent jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that Party, pending the arbitrator’s determination of the merits of the controversy.
 - E. If any dispute, or response to any dispute, includes an allegation that potentially concerns whether any intellectual property right owned, controlled, or licensable by either Party is invalid, unenforceable or infringed or misappropriated, or is otherwise limited in scope or application, then either Party may, in its sole discretion, elect to have such dispute adjudicated before a court of competent jurisdiction and this Clause shall not be binding on either Party with respect to such dispute in its entirety or any related dispute, including any portions of such dispute that do not concern intellectual property rights.

17. Intellectual Property Rights.

- A. “Intellectual Property” means industrial or intellectual property including but not limited to patents and patent applications, utility models, copyrights and related rights, inventions, discoveries, trade secrets, know how, drawings, logos, plans, databases, technical documentation and data, prototypes and samples, processes, methods, mathematical and computer models, formulae, algorithms, registered and unregistered designs, trademarks and service marks, brands, domain names, technical data and Confidential Information (including but not limited to all technical, commercial, business or financial information, customer or supplier data, cost or pricing data, business plans or opportunities).
- B. All Intellectual Property rights in any specifications, plans, drawings, process information, patterns or designs used by the Seller in connection with this Agreement (other than those supplied by the Customer) shall remain the property of the Seller or its third party licensors. Any specifications, plans, drawings, process information, patterns or designs supplied by the Seller to the Customer in the course of this Agreement must be returned to the Seller upon termination or expiry of this Agreement or, at any other time, immediately if requested in writing by the Seller.
- C. All Intellectual Property rights in the Deliverables, excluding the Intellectual Property rights set forth in subsection B of this Clause, shall be the Intellectual Property rights of the Customer.

18. Termination for Default. Each Party may terminate this Agreement or Orders placed under this Agreement, as applicable, upon a material breach of one or more material obligations under this Agreement by the other Party, provided if such material breach is not cured, or an agreed-upon plan for cure is not in place, within ninety (90) days (or, in the case of a breach of a payment obligation hereunder, thirty (30) days) after written notice from the non-breaching Party specifying the nature of such material breach; provided, however, that if such material breach (other than the breach of a payment obligation hereunder) is of the nature that it can be cured, but cannot reasonably be cured within such 90 day period, the non-breaching Party shall have no right to terminate this Agreement so long as the breaching Party begins to cure such breach as soon as reasonably possible following the beginning of such ninety (90) day period.

19. On-Site Customer Representatives

- A. Seller may conduct, for security reasons, a criminal background investigation on any employee of any of Customer's or its agents or contractors who is or is to be located at or a routine visitor to any Seller facility or site (each an "On-Site Representative"). Customer will cooperate with Seller in all such investigations and provide information reasonably necessary for Seller to perform the same. Seller is under no obligation to provide a copy of the background investigation regarding any On-Site Representative to Customer.
- B. Customer will not assign any employees, agents or contractors (or employees of such agents or contractors) with records of criminal conviction(s) to a Seller facility or site without advising Seller of the nature and gravity of the offense(s).
- C. All On-Site Representative will, at all times, strictly comply with Seller's security policies and procedures, including Seller's information technology policies, confidentiality policies, facility access policies (including those related to trade compliance), identification card policies and any other policies implemented by Seller. No On-Site Representative shall be permitted access to Seller's facilities until any required government authorization for the scope of work connected with such access has been obtained.
- D. Customer will ensure that each On-Site Representative maintains all of Seller's Confidential Information in strictest confidence and otherwise complies with all laws, rules, and regulations governing confidentiality of trade secrets.
- E. At Seller's request, Customer will promptly remove from Seller's facilities or sites any On-Site Representative to whom Seller does not wish to grant access to its premises for cause, and Customer will promptly provide a qualified replacement. Customer will also promptly remove and replace any On-Site Representative that Seller considers unacceptable, negligent, dishonest, or otherwise unsatisfactory in performing his or her duties hereunder.

20. Indemnification.

- A. Each Party shall be liable and shall defend, indemnify and hold harmless the other Party, its officers, directors, employees, and representatives from and against any and all claims, losses, damages, liabilities, suits, judgments, expenses and costs (including attorney's fees) or the like for third party claims involving the death of or injury to any third party, or loss of or damage to any property of any third party to the extent caused by the acts or

omissions of the indemnifying Party in connection with performance of the Agreement. For the avoidance of doubt, "third party" does not include any of the Parties.

B. To the extent that performance under this Agreement requires the presence or attendance of either Party's representatives at the premises of the other Party, each Party sending its representatives to the other Party's premises agrees to be responsible for and to defend and hold harmless the hosting Party, its officers, directors, employees, agents and insurers from and against all claims, losses, suits, judgments, expenses and costs (including attorney's fees) to the extent resulting from the negligent acts or omissions of visiting Party's representatives.

21. Insurance. Customer shall provide insurance coverage for any activity conducted on Seller's premises by Customer's On-Site Representative and otherwise for its liability and indemnity obligations hereunder, including, without limitation, worker's compensation, general liability, contractual liability and automobile liability coverage.

22. Notices.

A. All notices in connection with the performance or administration of this Agreement shall be in writing, and shall be transmitted by overnight mail, first class mail, e-mail or facsimile.

B. Either Party may, by written notice, change its address for purposes of receiving any notices or correspondence under this Agreement. The effective date of any notice or request given in connection herewith shall be the date on which it is received by the addressee.

23. Headings; Rules of Interpretation and Construction. The headings, subheadings and numbering of the different paragraphs of this Agreement are inserted for convenience of reference only and are not to be taken as part of this Agreement, or to control or affect the meaning, construction or interpretation of this Agreement. Words importing the singular shall include the plural and vice versa. The masculine, feminine, and neuter genders will each be considered to include the other.

24. Severability. If any provision of the Agreement, Order or these terms is determined to be illegal, invalid, or unenforceable by an arbitrator or court of competent jurisdiction, then the validity and enforceability of the remaining provisions shall not be affected and, in lieu of such illegal, invalid, or unenforceable provision, the Parties shall add one or more provisions as similar in substance as may be legal, valid and enforceable under applicable law.

25. No Third Party Beneficiaries. This Agreement is for the exclusive benefit of the Parties and not for the benefit of any other person or entity. There are no third-party beneficiaries of this Agreement or the transactions contemplated hereby.

26. No Waiver. Failure of any Party to enforce at any time any of the provisions of this Agreement or to exercise any option herein provided, or to require at any time performance by the other Party of any of the provisions hereof, shall not be construed to be a continuing waiver of any provisions nor in any way to affect the validity of this Agreement or any part thereof, or the right of either Party to take any action in the future to enforce any provision hereunder.

27. Assignment. Neither Customer nor Seller may assign, charge, transfer or otherwise dispose of this Agreement or any interests, rights or obligations herein in whole or in part, without the

prior written consent of the other Party (which consent shall not be unreasonably withheld, delayed or conditioned). Notwithstanding the foregoing clause, Seller may assign any and all of its rights and obligations hereunder upon notification to Customer to (i) any Seller-affiliated company; (ii) a third party pursuant to any sale or transfer of all or part of the assets or business of Seller; or (iii) a third party pursuant to or in connection with any financing, merger, consolidation, change in control, reorganization or other business combination involving Seller.

28. Confidential Business Terms. The Parties agree that this Agreement and all its commercial terms and conditions, along with any commercial terms and conditions contained in any proposal or order hereunder, including all pricing data, is confidential business information and neither Party will disclose it to third parties without the written consent of the other Party.
29. Survival. Any Clauses hereof, which by their nature shall survive the expiry or termination of the Agreement, shall remain in full force after such expiry or termination, including but not limited to Clause 12 “Warranties”, Clause 13 “Limitation of Liability”, Clause 14 “Confidential Information”, Clause 16 “Governing Law; Dispute Resolution”, Clause 17 “Intellectual Property Rights”, Clause 20 “Indemnification”, Clause 28 “Confidential Business Terms” and Clause 29 “Survival”.
30. Independent Contractor. Neither Party is a partner, joint venture, agent or legal representative of the other Party and no fiduciary relationship between the Parties is created by this Order. Seller is an independent contractor in the performance of this Order and each Party retains authority to manage its personnel, workers, subcontractors and operations required for performance of its obligations hereunder.
31. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous forms, agreements, communications, representations, either verbal or written, between the Parties, which are expressly merged into this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated herein. This Agreement shall only be amended or modified by a written instrument duly executed by an authorized representative of each Party.