

DEFINITIONS **"Agreement"** means the entire and integrated agreement between Calspan JETS, LLC and the Supplier for Calspan JETS's purchase of the goods and services, and the Supplier's delivery of the goods and services as more fully described in the purchase order, general and special terms and conditions, scope of work, technical specifications, and attachments and exhibits. **"Background IP"** means Intellectual Property which is created prior to or independently of this Agreement. **"Counterfeit Goods"** means Goods that are an illegal or unauthorized copy or substitute of an Original Equipment Manufacturer (OEM) item. **"Customer"** means End User. **"Data"** means preliminary and final shop drawings, technical data, and technical documents. **"Delivery"** means the Goods or Services are at Calspan JETS or the Site. **"Foreground IP"** means Intellectual Property which results from or is generated pursuant to or for the purposes of this Agreement or a subcontract as the case may be, and is specifically captured within the deliverables of the Project. **"Goods"** means all products contracted for and supplied by the Supplier under this Agreement, including all components, raw materials, and intermediate assemblies thereof. **"Integrated Master Schedule, (IMS)"** means the schedule maintained by Calspan JETS which encompasses all activities and events for the Work. **"Original Equipment Manufacturer (OEM)"** means the manufacturer of a part or subsystem that is used in the Goods. **"Performance Schedule"** means the schedule maintained by the Supplier for that portion of the Work for which the Supplier is responsible. For ease of integration of the schedule information, the Supplier Schedule shall be in a format compatible to the Integrated Master Schedule, (IMS). **"Services"** means those services contracted for and supplied by Supplier under this Agreement and as may further be described in purchase orders, statements of work, specifications, or other exhibits included in this Agreement. **"Site"** means Calspan JETS Customer's site. **"Work"** means together those Goods and Services contracted for and supplied by the Supplier under this Agreement, whether completed or partially completed, in order to fulfill the Supplier's obligations. **DELAYS**

Time is of the essence with respect to all performance by Supplier under this Agreement, including but not limited to Supplier's obligation to deliver all Goods and Services on the specified delivery date. Supplier shall immediately inform Calspan JETS in writing if there is reason to believe that any actual or potential delay might threaten the timely fulfillment of Supplier's obligations under this Agreement. Such notification must state the reason for the actual or potential delay. In no event shall notification (a) relieve Supplier of any of its obligations under this Agreement, including but not limited to timely performance under this Agreement, or (b) limit or exclude any of Calspan JETS's rights or remedies arising from any Supplier failure to perform in a timely manner.

In the event of a delay not caused by any action or inaction by Calspan JETS, Calspan JETS, at its option, and at the expense of the Supplier may require expedited delivery and the provision of additional or premium resources and/or delivery methods; may take additional action(s) that Calspan JETS deems is in its best interests to assure contract compliance, and/or may cancel the Agreement without liability to Calspan JETS and receive a full refund for previous payments.

LIQUIDATED DAMAGES

Supplier acknowledges that its Performance Schedule is critical and material to Calspan JETS's and/or Calspan JETS's Customer's schedule, performance, or obligations. If Supplier fails to deliver

in accordance to the Performance Schedule as noted in this Agreement, Calspan JETS shall deduct from the Price, as liquidated damages, a sum equivalent to one percent (1.0%) per week, provided that the total aggregate amount deducted from the Price as liquidated damages shall not exceed 5% of the Price.

If it is agreed by both parties that the cause of the delay is due to no fault of the Supplier (not including third parties under Supplier's control), but caused by Calspan JETS (or third parties under Calspan JETS's control) or Calspan JETS's Customer, the Parties shall agree on an adjusted Performance Schedule to adequately reflect these delays.

If Supplier cannot perform or fails to make delivery ten weeks later than the Performance Schedule, or adjusted Performance Schedule as stipulated in this Agreement, Calspan JETS shall have the right to terminate this Agreement according to the termination provisions noted in Section 19 of this Agreement. In spite of termination, Calspan JETS shall still be allowed to deduct from the Price liquidated damages as noted above.

PAYMENT TERMS AND INVOICES

Payment shall be made sixty (60) days after receipt by Calspan JETS of Supplier's complete and accurate invoice, which shall be issued no earlier than the date of actual shipment of the Goods and Services, or per a milestone payment schedule, or per progress payments, as agreed upon by the Parties. All payments shall be in US Dollars unless otherwise specified in the Calspan JETS Agreement.

To ensure prompt payment Supplier shall submit invoices in accordance with local legal requirements and the following instructions. Please note that nonconforming invoices experience severe delays in processing due to lack of information and may be rejected/discarded as invalid or returned to the Supplier for correction and re-submission.

Electronic submission of invoices is preferred. Submit electronic, for example, scanned, invoices to **jetsaccountspayable@calspan.com**

The first page of the invoice must include the following information:

- Supplier's unique invoice number and the invoice date
- Supplier company name and address
- Supplier payment remittance address (please include electronic payment details)
- Supplier contact name and phone number
- Supplier tax registration number(s)
- Calspan JETS's Purchase Order number and line
- Calspan JETS's charge number

- Calspan JETS's PO line item number, material part number (if any) & line item description, as on PO
- The amount and currency must match the Calspan JETS PO
- Locally applicable taxes (if accepted) need to be on separate line(s)

If you are not able to submit invoices electronically, then invoices may be:

Mailed To:

USPS Mailing Address:	Address of Lockbox Site for Overnight Delivery:
Calspan Jets LLC P.O. Box 952062 Cleveland, OH 44193	Calspan Jets LLC Lockbox # 952062 4100 West 150 th Street Cleveland, OH 44135

FORCE MAJEURE

Any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent that it is caused by an event or occurrence not reasonably foreseeable and beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, terrorism, labor problems, (including lockouts, strikes and slowdowns), inability to obtain power, material, labor, equipment or transportation, or court injunction or order; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within two (2) business days of the event or occurrence.

During the period of delay or failure to perform by the Supplier and after prompt notice from Supplier to Calspan JETS of the occurrence of such an event, Calspan JETS, at its option, may purchase Work from other sources and reduce its schedules to Supplier by such quantities, without liability Supplier, or have Supplier provide the Work from other sources in quantities and at times requested by Calspan JETS and at the price set forth in this Agreement. If requested by Calspan JETS, Supplier shall, within five (5) business days of the request, provide adequate assurance that the delay shall not exceed thirty (30) calendar days. If the delay lasts more than thirty (30) calendar days, Calspan JETS may immediately cancel this Agreement without liability. However, Calspan JETS shall pay to Supplier any services completed and accepted by Calspan JETS in accordance herein, and not paid for, prior to the date of the excusable delay, and actual work in process costs incurred by Supplier.

CHANGES

Calspan JETS may, at any time by a written change order, make changes in the Work and/or the Agreement, omit certain Work and/or require additional Work to be performed by the Supplier. If such changes, additions, or omissions cause a significant variation in the amount or character of the Work performed hereunder, then an equitable adjustment of the price and/or schedule shall be

agreed to between the Supplier and Calspan JETS, and incorporated in an amendment to this Agreement.

If a variation causes an increase or decrease in the cost of or the time required for performance of this order, then Supplier shall give written notice within five (5) business days of receipt of the change and shall specify in full and complete detail the basis for its assertion of its right to an adjustment within five (5) business days thereafter. Claims asserted thereafter shall be deemed waived. Failure to agree to any adjustment shall be regarded as a Dispute. However, nothing in this Agreement shall excuse Supplier from proceeding with its Work as directed by Calspan JETS.

Supplier shall take no direction, verbal, written, or otherwise, for change or variation from any party other than the Calspan JETS Procurement Representative that materially changes the scope of the Agreement.

MATERIALS AND EMPLOYEES

Supplier certifies that Goods delivered pursuant to this Agreement, unless otherwise specifically stated on the face of the Order, shall (a) be new, (b) be of and only contain materials obtained from the OEM or an authorized OEM reseller or distributor, (c) not be or contain any Counterfeit Goods, and (d) contain only authentic, unaltered OEM labels and other markings. Supplier shall provide to ASE the OEM's certificate of conformance for any Goods acquired from an authorized OEM reseller or distributor. Goods shall not be acquired from independent distributors or brokers unless specifically authorized in writing by Calspan JETS.

Supplier shall not substitute materials or equipment for those specified nor otherwise deviate from the requirements of this Agreement without Calspan JETS's written consent. If the words, "or equal" are used, then the proposed equals must be approved by Calspan JETS in writing. Calspan JETS's consent does not relieve Supplier of any responsibility if material proves not to be equal to that originally specified. Any increased costs because of the substitution shall be for Supplier's account, unless otherwise agreed to by Calspan JETS in writing.

Supplier shall employ only competent, skilled persons and, shall at all times enforce strict discipline and good order among its employees.

PACKAGING AND SHIPPING

Goods shall be packaged and preserved in suitable containers for protection during surface, air, and/or ocean shipping. Packaging must comply with international shipping regulations and destination requirements including, where applicable, International standards for Phytosanitary Measures No. 15 (ISPM 15); all solid wood packing materials (pallets, crates, dunnage, etc.) used in shipments traveling between countries, is subject to heat treatment requirements according to ISPM15. To prove compliance with these regulations, solid wood packaging materials must be stamped with an ISPM 15 stamp and (a) must be visible on the outside of the wood packaging, (b) one valid stamp qualifies all wood packaging materials used in one package. These markings are

not necessary if the shipper uses non solid-wood packaging materials such as plywood, particle board (OSB), cardboard, and other man-made materials.

Supplier shall comply with the OSHA Hazard Communication Standard, 29 CFR 1910, 1200 and 1926.59 regarding the container labeling warning notices, supply of Material Safety Data Sheets (MSDS).

Suppliers providing Goods to Calspan JETS shall submit via email the following information to the Calspan JETS named buyer or subcontracts manager on the Purchase Order or elsewhere in the Agreement:

- **Certificate of Origin (COO):** Supplier shall certify the Country of Origin according to 19 CFR §102.11 of each product. If the product is of U.S. or NAFTA origin, include a NAFTA Certificate of Origin (CBP Form 434).
- **Harmonized Tariff Classification:** Supplier shall provide the HTS-code according to the current Harmonized Tariff Schedule of the United States (USITC) for each Good. Alternatively, Supplier may provide the Schedule-B number according to the United States Census Bureau.
- **Export Classification:** Supplier shall provide the Export Control Classification Number (ECCN) for all items listed on the Commerce Control List (CCL) of Part 774 of the EAR or, if applicable the, the USML Category Number (ITAR).

TITLE TO GOODS AND SERVICES

Title to and risk of loss of the Work shall pass to Calspan JETS upon delivery of the Work to the destination specified in the Calspan JETS Agreement. Title shall be free of all liens and encumbrances. Transfer of title to Calspan JETS does not constitute acceptance. To the extent necessary to effectively pass title to and ownership of the Work (Supplier hereby assigns to Calspan JETS all right, title and interest to all such Work. Supplier will cooperate with Calspan JETS in documenting and securing that assignment and Calspan JETS's ownership. Supplier will also cooperate with Calspan JETS in securing, evidencing and documenting all intellectual property rights that arise from or relate to the Work, including those arising from the design, development, modification or enhancement of Work for Calspan JETS.

DRAWINGS, DATA AND WORK

The Supplier shall furnish Calspan JETS with such Data as are required for the performance of the Work under this Agreement. Submissions shall be submitted via email to the Calspan JETS to the named buyer or subcontracts manager on the Purchase Order or elsewhere in the Agreement. Calspan JETS shall be entitled to rely on the Data without independent verification on the accuracy, currency, and/or completeness of the Data supplied by the Supplier or its sub-tier suppliers. Calspan JET's review of such Data shall be solely for the purpose of ascertaining general conformity with the Drawings and Specifications and shall not include review of efficiency, adequacy, or safety of Supplier's methods. Calspan JETS's review or comments of such Data shall not relieve Supplier from the entire responsibility for the correctness and suitability of Supplier's Work or for any other

obligation of Supplier hereunder. Omissions from Data which are manifestly necessary to carry out the Work shall not relieve the Supplier from performing such omitted details or Work, but they shall be performed as if fully and correctly set forth and described in the Data. All documents and information, including but not limited to studies, calculations, assumptions, data, drawings, findings, results and reports and other information resulting from the performance of Supplier hereunder are the exclusive property of Calspan JETS. Supplier shall, unless otherwise directed, deliver to Calspan JETS all such documents and information and Calspan JETS shall have the right to use them for any purpose whatsoever.

INTELLECTUAL PROPERTY

Supplier hereby grants Calspan JETS the rights set out in (a), (b) and (c) below with regard to all Background IP which is vested in the Supplier and which is either relevant for performing the Works under this Agreement or utilized for the said performance.

- a. a royalty free, irrevocable, world-wide, perpetual, exclusive license to use and modify the relevant parts of the above-mentioned Background IP to the extent required to enable Calspan JETS, Customer, (or another person authorized by Calspan JETS or Customer) to use, modify, repair, maintain, refurbish, adapt, integrate and dispose (except for licensed software) of the Goods supplied under this Agreement by the Supplier and to do anything necessary or incidental for those purposes; and
- b. royalty free, irrevocable, perpetual, exclusive and, subject to the restrictions contained below in this section, world-wide license to use and modify the above-mentioned Background IP so as to enable Calspan JETS, Customer (or another person authorized by Calspan JETS or Customer) to reproduce and develop such parts of the Goods as Calspan JETS deems necessary for Calspan JETS's use; and
- c. in the event of termination of this Agreement due to the Supplier's default, a royalty free, irrevocable, world-wide, perpetual, non-exclusive license to use, modify and reproduce the above-mentioned Background IP so as to enable the Calspan JETS to complete the design, manufacture, supply, testing, packaging for export, and site commissioning support of the Equipment, including procurement from alternative suppliers.

If IP is owned by the Supplier's sub-tier supplier, then the Supplier shall use all reasonable means to enter into the necessary arrangements such that its sub-tier supplier grants Calspan JETS a license to do the acts stated in the Agreement and on terms no less favorable than that granted by the Supplier to Calspan JETS under the Agreement. In the event that the Supplier is unable to reasonably obtain the aforementioned license from the sub-tier supplier, or the Supplier is unable to obtain the same without paying additional cost, then the Supplier shall forthwith inform Calspan JETS of the same so as to enable Calspan JETS to review the requirement and such additional cost shall be borne by the Supplier. In the event that Calspan JETS engages other contractors or suppliers for the reproduction of the Goods pursuant to the Agreement, then Calspan JETS shall not have to reimburse the Supplier of any royalties payable. The Supplier shall exercise due diligence to try to obtain the aforementioned license without paying additional cost.

All Foreground IP created as a result of work undertaken or in connection with this Agreement by the Supplier, or any of its Suppliers is the exclusive property of Calspan JETS. Supplier shall, unless otherwise directed, deliver to Calspan JETS all such documents and information and Calspan JETS shall have the right to use them for any purpose whatsoever.

CONFIDENTIALITY

This Agreement is confidential to Calspan JETS and Supplier must not disclose the commercial and legal details of this Agreement without Calspan JETS's prior written approval. Supplier acknowledges that all Calspan JETS Information, other than any such information that is in the public domain through no fault of Supplier, is confidential and proprietary to Calspan JETS. Supplier agrees it will not, without prior written consent from Calspan JETS, use such Calspan JETS Information except as expressly permitted herein. Without limiting the generality of the foregoing sentence, Supplier shall not copy, modify, reverse engineer, or compile all or part of any software incorporated into the Goods and/or Services. Supplier agrees that it will not disclose, or permit the disclosure of, any such Calspan JETS Information to any person or entity other than officers, director, and employees of Supplier who are under equivalent obligations of confidentiality to Calspan JETS and who have a need to have access to such Calspan JETS Information for the purposes permitted under this clause. Supplier will clearly identify all Contract Documentation and other Calspan JETS Information in its possession as "Calspan JETS Confidential" and will take all measures necessary to ensure the protection of Calspan JETS's rights therein.

INSPECTION AND ACCEPTANCE

All Work under this Agreement including, but not limited to, engineering and design/development work, shall comply with all applicable specifications and shall be subject to inspection and test by Calspan JETS and/or Customer prior to Calspan JETS acceptance. Calspan JETS may provide written notice of acceptance of the Work. However, in the absence of Calspan JETS's written acceptance and notwithstanding (a) prior inspection of, (b) payment for, (c) use of, or (d) delivery of the Work, acceptance shall not be deemed to occur until twelve (12) months following Calspan JETS's receipt of the Work.

Supplier is responsible for imposing the applicable QA requirements on its sub-tier suppliers. Calspan JETS and Customer shall have the right to conduct quality audits and to perform or witness inspections or tests of the Goods or Services.

Supplier certifies that it shall provide and maintain quality control, inspection, and process control systems in accordance with Customer's then current specification for supplier quality product requirements, as applicable.

INSURANCE

Except where the Customer requires additional insurance, the Supplier will maintain insurance coverage in amounts not less than the following:

Statutory Workers' Compensation

- as required by US state, foreign country law, or other governmental entity in which the Work, or any portion of the Work, is performed.

Employer's Liability

- Bodily Injury by Accident, \$1,000,000.00 each incident;
- Bodily Injury by Disease, \$1,000,000.00 each employee

Commercial General Liability

- \$1,000,000.00 combined single limit per occurrence,
- \$2,000,000.00 general aggregate.

Umbrella Liability

- \$5,000,000.00 combined single limit per occurrence

Comprehensive Automobile Liability – Bodily injury/property damage covering all vehicle used in connection with this Agreement:

- \$1,000,000.00 combined single limit each occurrence

Professional Liability, if professional services are provided under this Agreement:

- \$3,000,000.00 combined single limit each occurrence.

Each policy shall name Calspan JETS, LLC as additional insured, be primary without right of contribution from any insurance carried by Calspan JETS, and waive any and all rights of subrogation the insurer may or could have against Calspan JETS.

If additional insurance is required it will be stated in Exhibit E, Special Terms and Conditions.

Prior to the commencement of Work, and annually thereafter, Supplier shall provide the Calspan JETS buyer or subcontracts manager with Certificates of Insurance with an Insurer carrying an AM Best Rating of A via email. Insurance coverage shall remain in effect for the duration of the Agreement.

Supplier shall require its sub-tier suppliers to maintain insurance in the amounts and types required by this section.

WARRANTY

Supplier warrants that the Work to be performed by Supplier and its sub-suppliers, and the materials and equipment to be furnished under this Agreement shall (a) be free from defects in material, design and workmanship for a period of two (2) years following Customer acceptance, (b) be of merchantable quality, (c) conform to Calspan JETS's specifications, (d) be fit for all intended particular purposes and uses for the Work, including but not limited to those identified by Calspan JETS, (e) be delivered in accordance with applicable laws and regulations and (f) conform to all other warranties that are implied or imposed under applicable law

During such Warranty period, Supplier hereby agrees on notice from Calspan JETS that Supplier will reimburse Calspan JETS for any and all damages caused by Supplier's breach or by nonconforming Work. Supplier, at Calspan JETS's option, will: (a) with respect to Goods, replace or repair the nonconforming Goods at the Customer Site at Supplier's cost; (b) with respect to Services, re-perform all services necessary to correct any such nonconformity at Supplier's cost; or (c) refund the purchase price of the nonconforming Work and any related costs incurred by Calspan JETS.

Manufacturers' warranties received by Supplier which are applicable to any material, equipment, parts, property and services furnished by Supplier under this Agreement shall run to Calspan JETS and survive acceptance and payment.

The warranties contained in this section are in addition to and are not to be construed as restricting or limiting any warranties or remedies of Calspan JETS, express or implied, which are provided by any Agreement or by law. Any attempt by Supplier to limit, disclaim, or restrict any such warranties or remedies of Calspan JETS in any manner shall be null, void, and ineffective.

INDEMNIFICATION

Supplier will indemnify, defend and hold Calspan JETS harmless, including its officers, directors, employees and agents, from all claims, demands, liabilities, causes of action or other proceeding, damages, expenses and all loss or damage whatsoever for any injury, including death, to any person or property, arising out of or in connection with the performance of this Agreement. Supplier will further indemnify and hold harmless Calspan JETS from all laborers', material men's and mechanic liens upon the property where the work is located arising out of the services, labor and materials furnished under this Agreement.

Calspan JETS shall have the right to participate in the selection of counsel and Supplier shall not enter into any settlement agreement that contains any admission of liability on the part of Calspan JETS.

Supplier shall defend, indemnify and hold Calspan JETS and its officers, directors, employees and agents harmless from any and all loss, expense, liability and damage, including reasonable

attorney's fees, arising from any claim that any Goods and Services or their intended use infringe the patent, copyright, trademark, trade secret or any other intellectual property rights of a third party.

FOREIGN OBJECT DEBRIS

Eliminating Foreign Object Debris (FOD) on the job site and from any Goods supplied to Calspan JETS is of the essence. **SUPPLIER SHALL COMPLY WITH CALSPAN JETS SPECIFICATION 704823-001.** Failure to comply with this specification will impact payment. Submissions shall be submitted to the Calspan JETS named buyer or subcontracts manager on the Purchase Order or elsewhere in the Agreement via email.

STOP WORK

Calspan JETS shall have the right to stop work on this Agreement at any time, in whole or in part. Such stop work order shall be given in a written notice specifying the extent to which Work is to be stopped and on what date the specified Work is to be stopped. Work shall be stopped on the specified scope until receipt of a further written notice either cancelling the order or terminating the specified Work. Any Work not specified under the stop work order shall continue unaffected in scope, schedule, and/or price.

Supplier shall submit an itemized estimated inventory status to Calspan JETS of all work stopped. Calspan JETS shall not dispose of any material without the prior written permission of Calspan JETS. Supplier shall provide Calspan JETS with a written notice of costs of compliance with the stop work order.

In the event the work is terminated, unless terminated for default, the termination shall be for convenience and the appropriate paragraphs of this article shall apply.

Upon cancellation of the stop work order, Supplier shall provide Calspan JETS with written notice of the impact to schedule of the stop work order.

TERMINATION

Calspan JETS may terminate all or any part of this Agreement by giving notice of default to Supplier if (a) Supplier breaches this Agreement, (b) Calspan JETS has reasonable grounds for insecurity as to Supplier's willingness of ability to perform, (c) Supplier becomes insolvent or is subject to proceedings under any law relating to bankruptcy, insolvency or the relief of debtors, or had a receiver or trustee appointed for it or made an assignment for the benefit of creditors, or (d) for convenience. Any such termination shall be in addition to the other rights of Calspan JETS under applicable law.

In the event that Calspan JETS terminates this Agreement for convenience, then after receipt of notice of termination, unless otherwise directed by Calspan JETS, Supplier shall immediately: (1)

stop work as directed in the notice; (2) place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the Agreement; and (3) terminate all subcontracts to the extent they relate to work terminated. After termination, Supplier shall submit a final termination settlement to Calspan JETS in the form prescribed by Calspan JETS. In the event that Calspan JETS wrongfully terminates this Agreement under paragraph, in whole or in part, such termination becomes a termination for convenience under this paragraph.

In the event that Calspan JETS terminates this Agreement for default, as noted by (a), (b), or (c) found in the first paragraph, Supplier shall be liable to Calspan JETS for any costs incurred by Calspan JETS to secure a replacement Supplier.

In no event shall Calspan JETS be liable for lost or anticipated profits, or unabsorbed indirect costs or overhead, or for any sum in excess of the total Agreement price. Supplier's termination claim shall be submitted within ninety (90) days from the effective date of the termination.

SUB-TIER SUPPLIERS

Supplier agrees to obtain the agreement of every sub-supplier to be bound to terms and conditions consistent with those contained herein.

Supplier shall identify to Calspan JETS all Suppliers that work on the project, either in the production of goods or in providing services. This disclosure shall include the Supplier's name, address, and telephone number, the scope of each Supplier and the qualifications of the Supplier to perform said scope. Submissions shall be submitted to the Calspan JETS named buyer or subcontracts manager on the Purchase Order or elsewhere in the Agreement via email.

TAXES

Supplier shall be liable for and shall pay all taxes, duties, fees, impositions, and charges arising from or related to the Agreement unless specifically stated in writing otherwise by the buyer.

SET-OFF

Calspan JETS may offset amounts due to Calspan JETS under this Agreement, including but not limited to, amounts due under Supplier's indemnification obligations, as well as amounts due to Calspan JETS for remedial actions taken under Supplier's warranty obligations, delays, and/or liquidated damages, against any amount owed to Supplier under this Agreement or any other agreement between Supplier and Calspan JETS.

ASSIGNMENT

Supplier's rights and obligations under this Agreement may not be assigned or subcontracted by Supplier without Calspan JETS's prior written consent. Notwithstanding any such consent, Supplier shall remain liable for the performance of the permitted assignee or Supplier.

SAFETY

The Supplier shall comply with Calspan JETS's and Customer's Site regulations, Health and Safety Plans and all other applicable laws. Supplier shall immediately stop work and take corrective action when directed by Calspan JETS and/or Customer because of any unsafe condition or practice. Supplier is responsible for the care, custody and control of its work area and is responsible for the safety of any person in its work area whether authorized or unauthorized. Unless otherwise provided, the Site shall have surrounding fences around the construction base, and any scaffolding shall have a protective external net to prevent materials from flying or dropping down. Pedestrian safety corridors shall be established and fire equipment in place.

The Supplier must inform Calspan JETS immediately of any industrial accident. Any industrial accident shall be documented and reported in compliance with Site rules and applicable laws. At a minimum the report must include the following information: (1) name and address of the injured employee, (2) name and address of Supplier's liability insurance carrier, (3) a detailed description of the accident and whether any of Calspan JETS's equipment, tools, materials or personnel involved, (4) dated copy of Supplier's report of injury to Supplier's insurance carrier. (5) Any other information reasonably requested by Calspan JETS. Submissions shall be submitted to the Calspan JETS named buyer or subcontracts manager on the Purchase Order or elsewhere in the Agreement via email.

QUALITY

The Supplier shall comply in full with the Calspan JETS Quality Requirements which can be accessed at: <https://calspan.com/bu/ase/supplier> as updated from time to time by Calspan JETS.

COMPLIANCE WITH LAWS

Supplier represents and warrants that it has, and will continue to comply, with all international, national, state, and local laws and regulations related to this Agreement or the furnishing of Goods and Services hereunder. Unless exempt therefrom, Supplier must comply with Executive Order 11246, the Rehabilitation Act of 1973, and the Vietnam Era Veterans Readjustment Assistance Act of 1974, including amendments thereto, and all rules and regulations issued thereunder. Unless exempt, this Agreement is subject to the Equal Opportunity Clause set forth in 41 C.F.R. §60-1.4 and the Affirmative Action Clauses set forth in 41 C.F.R. §§250.4 and 741.4. These clauses are hereby incorporated by reference.

Supplier represents and warrants that it has, and will continue to comply, with the European Unions' Restrictions on Hazardous Substances (RoHS) and the Registration, Evaluation,

Authorization and Restriction of Chemicals (REACH) for all Goods to be delivered under this Agreement.

GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and interpreted under the laws of the State of Minnesota, U.S.A., excluding the United Nations Convention on contracts for the International Sale of Goods and Services. Any controversy, claim or dispute arising out of, or relating to this Agreement, or to the alleged breach of any element of this Agreement either by Calspan JETS or Supplier, shall be settled as follows: Both parties will first attempt in good faith to promptly resolve the controversy, claim or dispute by negotiations between senior executives of the parties who have authority to settle the matter (and who do not have direct responsibility for administration of this agreement). If the controversy, claim or dispute has not been resolved by such negotiations within sixty (60) days after written request by either party, the matter shall upon written request of either party then be settled by binding arbitration before three (3) arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"), and judgment on the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. The parties agree that any arbitration hearing shall be held in Saint Paul, Minnesota. Any claim in connection with this Agreement not made within ninety (90) days after completion/delivery of this Agreement, shall be waived.

RIGHT OF ACCESS

Calspan JETS reserves the right of access by our representatives, our Customers, and any regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the performance of the Works and to all applicable records, including, but not limited to, review of the financial condition of Supplier and its affiliates. Supplier will fully cooperate in such review including promptly providing copies of or access to requested documents, including, without limitation, financial records and statements, forecasts, business plans, banking contacts and loan documents, and will make its financial managers available for discussions during reasonable business hours. Calspan JETS and/or its designee will keep confidential any nonpublic information about Supplier obtained in a financial review and use such information only for purposes of the review, except as needed to enforce any Agreement. Supplier agrees that if Supplier experiences any delivery or operational problems, Calspan JETS may designate one or more representatives to be present in Supplier's applicable facility to observe Supplier's operations. Supplier shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors.

PUBLICITY

Neither Party will use the other Party's name or trademarks in any publicity without the other Party's written permission.

HEADINGS

The headings used herein are included for convenience only and are not to be used in construing or interpreting this Agreement.

GENERAL

This Agreement will not be modified, amended or altered by any product or service specifications, or any additional, contrary or modifying terms or conditions, whether contained in any order confirmation or other communication from Supplier or any third party. No such specifications, terms or conditions will be construed as, or constitute a waiver of the terms and conditions of this Agreement, or acceptance of any such additional terms, conditions or specifications. Calspan JETS hereby rejects and objects to all such terms, conditions, and specifications. The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provisions. The invalid term will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with applicable law. The remaining provisions of an applicable Agreement will remain in full force and effect. The rights and remedies provided Calspan JETS herein shall be cumulative, and in addition to any other rights and remedies provided by law or equity. A waiver of a breach of any provision hereof shall not constitute a waiver of any other breach.

This Agreement does not make either party the employee, agent or legal representative of the other for any purpose whatsoever. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party. In fulfilling its obligations pursuant to this Agreement each party will be acting as an independent supplier.

The provisions of this Agreement, which by their nature are intended to survive termination, cancellation, completion or expiration of the Agreement (for example, Warranty, Intellectual Property, Indemnification), will continue as valid and enforceable obligations of the parties, notwithstanding any such termination, cancellation, completion or expiration.

This Agreement may be executed simultaneously in two or more separate counterparts; any one which need not contain the signatures of more than one party, each of which shall be an original, and all of which together shall constitute one and the same agreement, binding on all parties hereto.

Submissions shall be submitted to the Calspan JETS named buyer or subcontracts manager on the Purchase Order or elsewhere in the Agreement via email.

CODE OF BUSINESS CONDUCT AND ETHICS

Buyer's parent company, TransDigm Group Incorporated, has adopted a Code of Business Conduct and Ethics (the "**Code**"), which can be found at <https://www.transdigm.com/investor-relations/corporate-governance/>. In the event it is alleged that Seller is in contravention of any of the requirements in the Code, then Buyer may request Seller to provide Buyer with all relevant information, including an action plan setting out corrective actions (if necessary) to be carried out by Seller in order to cure a breach of the Code, to be received by Buyer within five (5) business days from Buyer giving Seller notice thereof. If Buyer in its sole discretion determines that the action plan is not contemplated to cure the breach in a manner satisfactory to Buyer, then Buyer is entitled to terminate this Order pursuant to Section entitled "Termination".