FLYER DEFENSE, LLC PURCHASE ORDER

GENERAL TERMS AND CONDITIONS

(REVISED: MARCH 30, 2022)

ARTICLE I — TERMS AND CONDITIONS

1. DEFINITIONS

The following terms shall have the meanings set forth below:

(a) "Purchase Order" means these General Terms and Conditions and all referenced documents, exhibits and attachments. If this Purchase Order is incorporated into a "master" agreement that also provides for releases or other such documents, the term "Purchase Order" shall also include those releases or other such documents.

(b) "Flyer" means Flyer Defense, LLC, Flyer Logistics, LLC, and/or Flyer Next, LLC as identified on the face of this Purchase Order.

(c) "Flyer Procurement Representative" means a person authorized by Flyer to administer and/or execute this Purchase Order.

(d) "Flyer Indemnified Parties" means Flyer and its parent companies, subsidiaries, affiliates, shareholders, members, partners, directors, managers, officers, employees, insurers, agents, customers, successors and assigns.

(e) "Supplier" means the party identified on the face of this Purchase Order with whom Flyer is contracting.

(f) "Products" means all the required supplies, goods, materials and/or articles that constitute the subject matter of this Purchase Order.

(g) "Work" means all the required labor and/or services that constitute the subject matter of this Purchase Order.

(h) "Contracting Officer" means the Government Contracting Officer listed on the Prime Contract associated with this Purchase Order.

(i) "Delivery" means the furnishing of Products to, or the completion of Work for, Flyer under this Purchase Order

(j) "Delivery Date(s)" means the date(s) specified on this Purchase Order by which Products are to be delivered to and Work is to be completed for, Flyer.

(k) "Prime Contract" means the contract to which the Prime Contractor, and not Flyer, is a party, and under which this Purchase Order was issued to further the performance of.

(l) "Prime Contractor" means Flyer's direct customer who is a party to the Prime Contract

(m) "FAR" means the Federal Acquisition Regulation, issued as Chapter 1 of Title 48, Code of Federal Regulations.

(n) "DFARS" means the Defense Federal Acquisition Regulation Supplement, issued as Chapter 2 of Title 48, Code of Federal Regulations.

(o) "CFR" means the Code of Federal Regulations published by the Office of the Federal Register.

(p) "Days" means calendar days.

(q) "Include", "includes" or "including" shall mean "include without limitation", "includes without limitation" or "including without limitation", respectively.

2. ACCEPTANCE OF CONTRACT

(a) THIS PURCHASE ORDER IS NOT AN ACCEPTANCE OF ANY OFFER BY SUPPLIER TO SELL BUT IS AN OFFER BY FLYER TO PURCHASE which may be accepted only by issuance of an order acknowledgment by Supplier to Flyer, or by another expression of acceptance by Supplier, including shipment or performance hereunder. This offer may be revoked by Flyer's written notice to Supplier at any time prior to any such acceptance by Supplier. However, if Supplier, upon receiving this offer, fails to accept this offer within seven (7) days, this offer shall be voidable at Flyer's sole discretion and any acceptance thereafter shall be ineffective.

(b) Upon acceptance by Supplier, this Purchase Order (including these Terms and Conditions and any other documents referenced or incorporated into this Purchase Order or these Terms and Conditions), shall constitute the entire agreement between the parties regarding the purchase and sale of the Products and/or Work identified in this Purchase Order, superseding any and all previous communications and negotiations, whether oral or in writing.

(c) Unless express written consent is given by Flyer, Flyer hereby objects to any and all additional or different terms or provisions in any Supplier quotation, acknowledgment, invoice or other form or communication or on any Supplier portal or website, and no such additional or different term or provision shall become part of the agreement between the parties. If, at any time, a conflict arises between any provision contained in these Terms and Conditions and any term, provision, attempted limitation of liability or disclaimer of warranty set forth in any Supplier form, communication, portal or website, it is agreed by Supplier that Flyer's Terms and Conditions herein shall control such conflict and govern this purchase.

(d) Except as authorized by Flyer in writing, the employees used by Supplier to deliver Products or perform Work under this Purchase Order shall be Supplier's employees, and any assignment or delegation of Supplier's rights, obligations and duties under this Purchase Order without Flyer's prior written consent, which shall be in Flyer's sole discretion to grant, shall be void.

(e) Upon effective acceptance, Supplier shall become an independent contractor, and not an agent, employee, partner or joint venturer, in all its operations and activities conducted in the performance of this Purchase Order.

3. APPLICABLE LAWS

(a) *In General.* Supplier, in the performance of this Purchase Order, shall: (i) comply with all local, state and federal laws, orders, rules, regulations and ordinances applicable to Supplier; (ii) procure all licenses/permits, pay all fees, and other required charges; and (iii) comply with all guidelines and directives of any local, state and/or federal governmental authority with relevant jurisdiction over Supplier and otherwise applicable to Supplier (hereinafter, any and all of the foregoing laws, or of those referred to in Section 3(b) below, applicable to Supplier shall be individually and collectively referred to as "Applicable Laws").

(b) *Export Control.* Supplier acknowledges and understands that the Products and/or Work contemplated by this Purchase Order may be subject to restrictions upon export

from the United States and upon resale after export. Supplier therefore represents and warrants that it shall comply fully with: (i) all relevant regulations of the U.S. Department of Commerce, the U.S. Department of State and the U.S. Department of the Treasury, including the International Traffic in Arms Regulations, the Export Administration Regulations and the Foreign Assets Control Regulations; (ii) the U.S. Export Controls Act; (iii) the U.S. Foreign Corrupt Practices Act of 1977; and (iv) any other import and/or export control laws or regulations of the United States. Supplier shall, upon Flyer's request, execute and deliver a letter of written assurance concerning technical data and U.S. Export Administration Regulations.

(c) *Failure to Comply.* Supplier hereby agrees to indemnify and to hold the Flyer Indemnified Parties harmless from and against any and all Losses, as defined in Section 12(a) below, resulting from any failure of Supplier to comply with any of the Applicable Laws, and, in the event of such failure, Flyer may proceed as provided in Section 3(i) below.

(d) *Cost or Pricing Data Required.* Where submission of cost or pricing data is required or requested at any time prior to performance of this Purchase Order, when required as a result of a U.S. Government review or audit, or when required upon Flyer's receipt of a termination settlement proposal by the Supplier, and Supplier or its lower-tier subcontractors: (i) submit and/or certify cost or pricing data that are defective; (ii) with notice of applicable cutoff dates and upon Flyer's request to provide cost or pricing data, submit cost or pricing data, whether certified or not certified at the time of submission, as a prospective subcontractor, and any such data is defective as of the applicable cutoff date on Flyer's Certificate of Current Cost or Pricing Data; (iii) claim an exception to a requirement to submit cost or pricing data and such exception is invalid; (iv) furnish data of any description that is inaccurate; or (v) the U.S. Government alleges any of the foregoing; and, as a result, (1) Flyer's contract price or fee is reduced; (2) Flyer's costs are determined to be unallowable; (3) any fines, penalties, withholdings, or interest are assessed on Flyer; or (4) Flyer incurs any other costs or damages; Flyer may proceed as provided for in Section 3(i) below.

(e) *Gratuities and Kickbacks.* By accepting this Purchase Order, Supplier certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR 52.203-7 or the Anti-Kickback Act of 1986 (41 U.S.C. 51-58), both of which are incorporated herein by this specific reference, except that Section (c)(l) of FAR 52.203·7 shall not apply. Supplier shall not offer or give a kickback or gratuity (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a Supplier to Flyer.

(f) *Chemical Substances.* Supplier represents that each chemical substance constituting or contained in Products sold, delivered or otherwise transferred to Flyer hereunder is on the list of chemical substances compiled and published by the Environmental Protection Agency pursuant to the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.) as amended. Failure to comply with this provision shall be treated as a failure to comply with all Applicable Laws and shall be subject to the remedies provided in Section 3(i) below.

(g) *Safety Data Sheets.* Supplier shall make available to Flyer all Safety Data Sheets for any material provided to Flyer or brought/delivered to Flyer or its customer in the performance of this Purchase Order as required by applicable law, such as the Occupational Safety and Health Act of 1970 and regulations promulgated by the Occupational Safety and Health Administration thereunder.

(h) *Priority Rating.* If this Purchase Order is a "rated order" certified for national defense, emergency preparedness, and energy program use, Supplier shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700).

(i) *Remedies.* Upon the occurrence of any of the foregoing circumstances in this Section 3, other than withholdings identified in Section 3(d) above, Flyer may make a reduction of corresponding amounts (in whole or in part) in the price of this Purchase Order or any other Purchase Order or contract with Supplier, and/or may demand payment (in whole or in part) from Supplier of the corresponding amounts. Supplier shall promptly pay amounts so demanded not later than fourteen (14) days following receipt of a written demand from Flyer for such payment. In the event a withholding is assessed on Flyer, as described in Section 3(d) above, Flyer may withhold the same amount from Supplier under this Purchase Order. Notwithstanding any such demands or withholdings, Supplier shall continue with any unterminated work hereunder.

4. CHANGES

(a) *Generally.* This Purchase Order can only be changed by a written amendment, signed by both parties, and specifically Flyer's Procurement Representative, expressly identifying the provision(s) of this Purchase Order to be amended and the changes to be made to those provisions.

(b) *Assistance and Advice.* Flyer's program, operations, engineering, technical or other representatives or personnel may from time to time render assistance, give technical advice or discuss or exchange information with Supplier's personnel concerning the

Products or Work hereunder. No such actions shall be considered a change under this clause nor be the basis for an equitable adjustment unless agreed to in writing by Flyer. If Supplier believes any such assistance, advice or communications creates an actual or constructive change, Supplier shall immediately notify Flyer's Procurement Representative and Supplier shall not accept such assistance or follow said advice or communications unless Flyer's Procurement Representative signs an amendment in writing that:

(i) expressly identifies which part(s) of this Purchase Order is to be changed
(ii) describes such change(s) in reasonable detail; and
(iii) contains Flyer's Procurement Representative's written assent thereto.

(c) *Products.* If this Purchase Order is for Products, then by written notice to Supplier, Flyer may from time-to-time request changes in one or more of the following:

(i) packing or methods of shipment;
(ii) specifications for and designs of the Products ordered hereunder;
(iii) quantity(ies) of Products to be delivered; and
(iv) location(s) or date(s) of delivery.

(d) *Work.* If this Purchase Order is for Work, then by written notice to Supplier, Flyer may from time-to-time request changes in one or more of the following:

(i) description of services to be performed;
(ii) time of performance (i.e., hours of the day, days of the week, etc.); and
(iii) place of performance of the services.

(e) Supplier shall immediately notify Flyer in writing if any such requested change affects Supplier's delivery schedule or Supplier's costs of performance. Any such change and any such adjustment in prices or other terms of this Purchase Order resulting therefrom shall be binding on Flyer only if and when agreed upon in writing by Flyer and Supplier. If such change is directed by Flyer's customer under the Prime Contract, the rights and obligations of Flyer and Supplier under this Purchase Order shall be in accordance with those of the Contracting Officer and Contractor, respectively, as outlined in FAR 52.243-1 Changes – Fixed-Price, FAR 52.243-2 Changes – Cost-Reimbursement, or their corresponding Alternates if applicable. References to "this contract" or "the contract", as they appear in FAR 52.243-1, FAR 52.243-2 and their Alternates, shall mean "this Purchase Order" or "the Purchase Order", respectively.

5. COMMUNICATION WITH FLYER'S CUSTOMER

Supplier shall not communicate with Flyer's customers, either directly or indirectly, in connection with this Purchase Order, except as expressly permitted by Flyer. This clause does not prohibit Supplier from communicating with the U.S. Government with respect to: (i) matters Supplier is required by law to communicate to the U.S. Government; (ii) an ethics or anti-corruption matter; (iii) any matter for which this Purchase Order, including a FAR or DFARS clause included in this Purchase Order, provides for direct communication by Supplier to the U.S. Government; or (iv) if Supplier is a small business concern, any material matter pertaining to payment or utilization.

6. CONFIDENTIAL INFORMATION

(a) *Generally.* The Parties hereby acknowledge that prior to or during the performance of this Purchase Order, either Party may be given access to, or may otherwise acquire, obtain or develop, the other Party's Confidential Information, as defined in Section 6(c)(ii) below. The Parties agree that all Confidential Information exchanged hereunder shall be kept strictly secret and confidential in accordance with the terms of this Section 6. If this Purchase Order involves covered defense information ("CDI") as defined by DFARS 252.204-7012(a), any such CDI shall be considered Confidential Information.

(b) *Prior Agreement.* If Flyer and Supplier have entered into a written non-disclosure agreement, or other written agreement governing the confidentiality of information, as defined in Section 6(c)(ii) below, that is still in full force and effect, then the terms and conditions of such agreement shall apply to this Purchase Order, supersede and replace the paragraphs contained in this Section 6 and not expire at least and until the complete performance of this Purchase Order, or the cancellation or termination thereof.

(c) *Definitions.* For the purposes of this Section 6, the following definitions apply:

(i) "Party" shall mean either Flyer or Supplier.
(ii) "Confidential Information" shall mean and refer to all information of whatever nature, and in any form, or medium (whether or not in the ownership of Flyer or Supplier, and/or another third party which has expressly authorized disclosure to Flyer or Supplier) that is: (i) proprietary, confidential, trade secret (as defined under the California Uniform Trade Secrets Act ["CUTSA"]), or considered competition sensitive by the furnishing Party; (ii) obtained or acquired, or which can be obtained or acquired, by the receiving

Party under, or in performance of, this Purchase Order (or other contracts performed for Flyer and/or its affiliates) by methods including, examining, testing, visually inspecting or analyzing any hardware or component part thereof or by observation or overhearing; and includes (iii) intellectual property, any and all such information that is derivable or derived from any property, scientific data, business or financial data, know-how, formulae, processes, designs, training manuals, policy manuals, sketches, photographs, plans, drawings, specifications, sample reports, models, projections, customer lists, price lists, studies, findings, computer software, inventions or ideas. Confidential Information also includes which includes any scientific or technical information, design, process, procedure, formula or improvement that is valuable and not generally known to competitors of Flyer or Supplier. Trade secrets also include any analysis, compilation, study, note and any other material prepared by or in the possession or control of the receiving Party which contain or otherwise reflect or are generated from any such information as is specified in this definition of Confidential Information.

(iii) "Purpose" shall mean the delivery of all Products, the performance of all Work required by this Purchase Order, and/or otherwise fulfilling the obligations under this Purchase Order.

(d) *Designation.* In order to be deemed Confidential Information, such information must be (i) marked as "Confidential", "Proprietary" or in some other manner to indicate its confidential nature; or (ii) if transmitted orally and/or visually, such information shall be identified as Confidential Information at the time of the disclosure and described in writing and marked as Confidential and/or Proprietary within thirty (30) days after such disclosure.

(e) *Term and Termination.* This Section 6 shall be effective for the duration of this Purchase Order, and the rights and obligations of the Parties under this Section 6 shall survive the completion, or earlier termination or cancellation, of this Purchase Order for a period of three (3) years. The Parties agree that this term is reasonable and does not impose an undue burden on either Party. Notwithstanding the foregoing, the confidentiality obligations in this Section 6(e) shall continue indefinitely as to trade secrets so long as such trade secrets retains their status as trade secrets under the CUTSA.

(f) *Return or Destruction.* Upon the completion, termination or cancellation of this Purchase Order and upon the furnishing Party's written request, the receiving Party shall promptly return or destroy all Confidential Information disclosed hereunder and any notes or memoranda of conversations relating thereto, including any and all copies thereof and any and all documents, drawings, or models which have been received or derived by the receiving Party as part or as a result of the receiving

Party's evaluation hereunder and any and all copies thereof. If destroyed, the receiving Party shall provide a certificate attesting to such destruction executed by a duly authorized officer or employee of the receiving Party.

(g) *Protection.* In consideration of the disclosure of Confidential Information by the furnishing Party, the receiving Party undertakes to the furnishing Party that it shall do all the following:

(i) Use the Confidential Information only for the Purpose;
(ii) Treat and safeguard as private and confidential all Confidential Information with the same degree of care that the furnishing Party uses to prevent disclosure, publication, or dissemination of its own proprietary or confidential information, but in any event no less than a reasonable degree of care;
(iii) Ensure proper and secure access to, and storage of, all Confidential Information;
(iv) Not at any time, without the prior written consent of the furnishing Party, disclose or reveal the Confidential Information to any other person or entity whatsoever, except for the receiving Party's employees, agents and professional advisors (including, but not limited to accountants, financial advisors, consultants and attorneys) who are in each case (i) required in the course of their duties to receive and consider the Confidential Information to assist or otherwise advise the receiving Party to further the Purpose, (ii) informed of the receiving Party's obligations under this Section 6, and (iii) required to observe the same restrictions as the receiving Party regarding the furnished Confidential Information;
(v) Not make any whole or partial copies of any of the furnishing Party's Confidential Information, except that the receiving Party may make copies only to the extent reasonably necessary to enable the Parties to fulfill the Purpose, and each such copy must fully reproduce any restrictive legends placed on the original being copied and shall be returned or destroyed as required by Section 6(f).
(vi) Not decompile, disassemble, or reverse engineer any of the furnishing Party's Confidential Information, and prohibit all persons reasonably under its control from the same.

(h) *Exceptions.* The obligations of confidentiality contained in this Section 6 shall not apply to any Confidential Information for which the receiving Party can show:

(i) was publicly available at the time of transmission, use or disclosure, or becomes publicly available without a breach of this Section 6;

(ii) was known and can be shown to have been known by a receiving Party at the time of transmission;
(iii) is disclosed with the written approval of the furnishing Party;
(iv) is independently and can be shown to have been independently developed by a receiving Party; or
(v) becomes known to the receiving Party through a source, other than the furnishing Party, without a breach of this Section 6 by the receiving Party.

(i) *Legally Compelled Disclosure.* If Confidential Information is subject to a subpoena, demand for production of documents or other similar legal process in which the receiving Party is legally compelled to disclose such information, the receiving Party must (i) promptly provide notice to the furnishing Party, including enough detail for the furnishing Party to identify the Confidential Information, within five (5) days of receiving notice of such legal process, and (ii) cooperate, at no out of pocket cost or expense to it, with the furnishing Party in the furnishing Party's attempt to protect the confidentiality of its Confidential Information such as by the furnishing Party seeking a protective order from a court of competent jurisdiction.

(j) *No Further Rights.* Except as specifically provided in writing by the furnishing Party, neither the disclosure of Confidential Information nor anything contained in this Section 6 shall be construed as granting to the receiving Party, either expressly or by implication, a license, title or other right to any idea, invention, know-how, patent, trademark, copyright or any other proprietary or confidential information owned or controlled by the furnishing Party, and/or any third party, now or hereinafter.

(k) *Remedies and Limitations.* Each Party recognizes that its remedy at law for breach of the terms in this Section 6 would necessarily be inadequate and incapable of reasonable calculation and it thus stipulates that in the event of a breach of the terms contained in this Section 6, the other Party shall be entitled to appropriate equitable relief or specific performance. However, no Party shall be liable for any punitive or consequential damages for any reason related to the performance of this Section 6.

7. COUNTERFEIT PARTS

(a) *Definitions.* For the purposes of this Section 7, the following definitions apply to this clause:

(i) "Parts" mean those parts delivered under this Purchase Order that are the lowest level of separately identifiable items contained within Products.

(ii) "Counterfeit Part" means a Part that is misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also includes an approved Part that has reached a design life limit or has been damaged beyond possible repair but is altered and misrepresented as acceptable.

(iii) "Suspect Counterfeit Part" means a Part for which credible evidence (including visual inspection or testing) provides reasonable doubt as to the Part's authenticity.

(iv) "Original Part" means a Part purchased either directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or from an OCM/OEM authorized distributor.

(b) Supplier shall not deliver Counterfeit Parts or Suspect Counterfeit Parts to Flyer under this Purchase Order.

(c) Supplier shall maintain quality control and counterfeit risk mitigation processes in accordance with industry- recognized standards along with any other specific requirements, elsewhere identified in this Purchase Order.

(d) If Supplier is to purchase Parts, or incorporate Parts into Products, for delivery to Flyer, then Supplier shall purchase only Original Parts. However, if Original Parts are unavailable, then Supplier may only use another source (e.g., independent distributors or brokers) if (i) Supplier first obtains Flyer's written approval, and (ii) the Supplier represents and certifies that its inspection processes and other counterfeit risk mitigation processes will be employed to ensure the authenticity of the Work.

(e) Supplier shall immediately notify Flyer with the pertinent facts if Supplier becomes aware that it has delivered Counterfeit Parts or Suspect Counterfeit Parts to Flyer. When requested by Flyer, Supplier shall provide OCM/OEM documentation that authenticates traceability of the affected Part(s) to the applicable OCM/OEM. Supplier, at its expense, shall provide reasonable cooperation to Flyer in conducting any investigation regarding the delivery of Counterfeit Parts or Suspect Counterfeit Parts under this Purchase Order.

(f) If any Part delivered under this Purchase Order constitutes a Counterfeit Part, Flyer may proceed as provided in Section 27(d)(i).

(g) This clause applies in addition to and is not altered, changed or superseded by any quality provision, specification, statement of work, or other provision included in this Purchase Order addressing the authenticity of Work. To the extent such provisions

conflict with this clause, this clause prevails, except in the case of those regulatory clauses mandatorily flowed down by the Prime Contract, in which case, those clauses shall prevail.

(h) *Flow Down.* Supplier shall include Sections 7(a) through 7(g) and this Section 7(h) of this Section 7, or equivalent provisions, in lower tier subcontracts for the delivery of Parts that will be, or included in Products that will be, delivered to Flyer.

8. DELIVERIES

(a) *In General.* If Products are to be delivered under this Purchase Order, Supplier agrees to sell and deliver to Flyer such quantity(ies) of Products, at the price(s), to the location(s) and on the delivery date(s) specified on this Purchase Order. If Work is to be performed under this Purchase Order, Supplier agrees to perform and complete such Work for Flyer as described, at the price(s), at the location(s), if any, and by the delivery date(s) specified on this Purchase Order. Flyer's internal production schedules are based upon timely performance by Supplier under this Purchase Order. ACCORDINGLY, TIME IS OF THE ESSENCE FOR THIS PURCHASE ORDER AND SUPPLIER HEREBY AGREES TO ENSURE IT MEETS THE DELIVERY DATE(S) SPECIFIED ON THIS PURCHASE ORDER.

(b) *Delivery Dates.* If delivery date(s) are not specified on this Purchase Order, Flyer shall specify delivery date(s) later, and Supplier shall have seven (7) days upon receiving those delivery date(s) to propose alternate delivery date(s). If Supplier fails to propose alternate delivery date(s) within the allotted seven (7) days, then Flyer's specified delivery date(s) shall be deemed part of, and treated as if specified on, this Purchase Order. If Supplier proposes alternate delivery date(s) within the allotted seven (7) days, the parties will negotiate in good faith to agree upon the delivery date(s) to be specified on this Purchase Order. If the delivery date(s) cannot be agreed upon by the parties, then this Purchase Order shall be voidable at Flyer's sole discretion.

(c) *Delayed Deliveries.* If any deliveries are not made by the delivery date(s) and in the quantity(ies) specified on this Purchase Order (including by reason of a Force Majeure Event as described in Section 10 below), Flyer may, in addition to any other rights or remedies it may have under this Purchase Order, at law or in equity, cancel this Purchase Order with respect to any or all deliveries of the Products that have not been made or with respect to any or all of the Products not previously accepted by Flyer, without any liability whatsoever. Additionally, if any delivery is delayed (other than due to a Force Majeure Event affecting Supplier), Flyer may hold Supplier responsible for any and all Losses (as defined in Section 12(a) below) caused by or arising from such untimely performance, including: (i) all direct, incidental and

consequential damages and any resulting late performance penalties incurred by Flyer; and (ii), if Flyer covers by purchasing goods or services from another vendor, the amount (if any) by which the cost of such goods or services exceeds the price of the affected Products under this Purchase Order, along with all other cover damages. If the Purchase Order is a rated order, nothing in the foregoing paragraph modifies or changes Supplier's obligations under the Defense Priorities and Allocations System regulations in 15 CFR Part 700.

(d) *Early Deliveries.* If Flyer receives any Product in advance of its scheduled delivery date, without Flyer's prior written authorization, Flyer may, at its option, return such Product to Supplier at Supplier's risk and expense or store such Product at Supplier's expense and payment may be withheld until sixty (60) days after the scheduled delivery date.

(e) *Excess Deliveries.* Supplier shall not deliver any Products in excess of what is required by this Purchase Order without prior written consent from Flyer. If Supplier delivers any Product in excess of the quantity(ies) required by this Purchase Order, Flyer may, at Flyer's option, accept and pay for such Product, but charge Supplier for any costs incurred by receiving the excess, or return such Products to Supplier at Supplier's risk and expense.

(f) *Forecasts.* From time to time, Flyer may, in its sole discretion, deliver non-binding 52-week forecasts to Supplier. Notwithstanding any such forecast delivered by Flyer, all purchases and deliveries of Work and/or Products shall be governed by this Purchase Order or other Purchase Order(s) that may be issued by Flyer to Supplier, and Supplier agrees that any such forecast is intended solely to assist in planning Flyer's production schedules and is not a commitment by Flyer to purchase any minimum volume of Products, or amount of Work, from Supplier. Supplier shall not unreasonably anticipate delivery of Products or Work by purchasing materials or manufacturing quantities in excess of what is reasonably required to meet the delivery date(s) set forth in this Purchase Order. In the event of a termination for convenience (Section 28) or change (Section 4), no claim will be allowed for any manufacture or procurement in advance of Supplier's normal flow time unless Flyer has given prior written consent.

(g) *Documentation.* All documentation specified by this Purchase Order, or otherwise required to be delivered in connection with any Work and/or Products, shall be delivered in accordance with the terms hereof. Any and all expenses, changes and claims resulting from improper documentation shall be Supplier's responsibility. All correspondence and references to this Purchase Order must include the Purchase Order Number and name of Flyer's agent designated to receive delivery of the

applicable Work and/or Products. Imported Products shall be subject to additional documentation requirements as required by Applicable Laws, or by Flyer.

9. DISPUTES

(a) *Generally.* Supplier and Flyer agree that if any dispute concerning this Purchase Order arises at any time, the parties will first attempt to resolve such dispute with good faith negotiations. Any dispute that remains unresolved after such negotiations may be resolved through an action in a court of the appropriate jurisdiction and venue, pursuant to the Section 9(b) below.

(b) *Choice of Laws.* This Purchase Order, and any matter arising therefrom or related thereto, shall be governed by the laws of the State of California, exclusive of its conflicts of laws provisions, except that any provision in this Purchase Order that is incorporated in full text, by reference, or is mandatorily flowed-down from the Federal Acquisition Regulations (FAR), or from any agency regulations that implement or supplement the FAR, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contracts appeals, and quasi-judicial agencies of the federal government. THE RIGHTS AND OBLIGATIONS OF FLYER AND SUPPLIER UNDER THIS PURCHASE ORDER SHALL NOT BE GOVERNED BY THE PROVISIONS OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. Any matter arising from or relating to this Purchase Order shall be litigated only in the state or federal courts located within the State of California, and both Supplier and Flyer consent to the exclusive jurisdiction of any such court(s).

(c) *Waiver of Service.* Supplier waives personal service of process, and consents that such service of process may be made by certified or registered mail, return receipt requested, directed to Supplier at its address as stated in this Purchase Order. If Supplier is headquartered or incorporated outside the United States of America, Supplier waives any and all service requirements under the Hague Convention (20 U.S.T. 361), and hereby agrees to accept service of process through any of its offices, representatives, subsidiaries, affiliates or agents located in the United States of America. If no such office, entity or person is located within the United States of America, Supplier shall appoint an agent for service of process within the United States of America.

(d) *Government Decisions.* If a final decision under FAR 33.211 is issued by a Contracting Officer for the Prime Contract under which this Purchase Order is issued, and the decision relates in any way to this Purchase Order or to the Products or Work

ordered hereunder, that decision, if binding upon Flyer, shall also be binding upon Flyer and Supplier with respect to this Purchase Order. If any appeal is taken or any action commenced by Flyer (or Flyer's customer), Supplier shall assist Flyer in its prosecution thereof in every reasonable manner. If, as a result of any such decision and to the extent such decision relates to Products or Work delivered by Supplier hereunder, the Government or Flyer's customer permanently or temporarily subjects Flyer to a withhold, or requires Flyer to refund or credit any payments received to the Government or to Flyer's customer, Supplier shall similarly be subjected to a withhold by Flyer of, or required to refund or credit to Flyer, an amount commensurate with the price of the Products or Work delivered hereunder, and the degree to which such Products or Work are, implicated by such decision.

(e) *Continued Performance.* Pending final resolution of any request for relief, claim, dispute, appeal or action arising under or in connection with this Purchase Order, Supplier shall proceed diligently with the performance of its obligations under this Purchase Order and shall comply with Flyer's written direction(s) regarding this Purchase Order, if any.

(F) *LIMITATION OF LIABILITY.* **IN NO EVENT SHALL FLYER BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR UNDER ANY OTHER THEORY OF LAW OR EQUITY, UNDER OR ARISING OUT OF THIS PURCHASE ORDER OR ITS PERFORMANCE OR BREACH, EVEN IF FLYER HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGE.**

10. FORCE MAJEURE

Neither Flyer nor Supplier will be held liable ("Affected Party") for failure to fulfill any or all of its obligations hereunder if such failure is due to a Force Majeure Event that is beyond the Affected Party's reasonable control, occurs without the Affected Party's fault or negligence, and is not caused directly or indirectly by the Affected Party and could not have been prevented or avoided by the Affected Party's reasonable diligence. A "Force Majeure Event" means, but is not limited to, an act of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, embargoes and other similar unusual governmental actions, pandemics, epidemics, local disease outbreaks, public health emergencies, or extraordinary elements of nature or acts of God.

11. FURNISHED PROPERTY

(a) *Furnished Property.* Flyer may, by written authorization, provide to Supplier property owned by either Flyer or Flyer's customer(s) to aid Supplier in fulfilling its obligations under this Purchase Order (collectively, "Furnished Property"). Any property furnished to Supplier by Flyer, shall be provided on an "as-is" basis without any warranties and shall remain the sole property of either Flyer or Flyer's customer. Except for Furnished Property, all tools, dies, molds, fixtures and similar items required to produce the Products (collectively, "Supplier Tooling") shall be furnished by Supplier at Supplier's sole expense and without charge to Flyer, unless agreed upon in writing and separately itemized on this Purchase Order.

(b) *Liability.* Supplier shall be liable for any loss of, theft of or damage to Furnished Property in its possession, custody or control, including normal wear and tear, and agrees to supply Flyer with detailed statements of such Furnished Property at monthly intervals, or otherwise as agreed by Flyer. Furnished property shall be used and kept only at those facilities or locations for which Flyer has given its prior written approval and shall not be moved from such facilities or locations without Flyer's prior written approval.

(c) *Maintenance.* Supplier, at its expense, shall maintain, keep in good condition and repair, and replace when necessary all Furnished Property and Supplier Tooling in order to maintain its capacity to produce Products or Work in conformance with orders from Flyer. Any and all such replacements of Furnished Property shall also be Furnished Property for all purposes and shall be accordingly marked and identified by Supplier.

(d) *Return of Furnished Property.* At Flyer's request, and/or upon expiration, completion, or termination of this Purchase Order, Supplier shall submit, in an acceptable form, an inventory list of all property furnished hereunder, and shall deliver or dispose of such Furnished Property as directed by Flyer. If Supplier fails to return Furnished Property upon Flyer's demand, Flyer shall have the right, upon reasonable notice, to enter Supplier's premises and remove any such Furnished Property without being liable for trespass or damages of any sort.

(e) *Lost Property.* If at any time, Supplier becomes aware that it has misplaced or cannot locate Furnished Property, Supplier shall notify Flyer, and shall have five (5) days to search for the misplaced item. After such period, the property shall be deemed "lost" and Supplier shall reimburse Flyer, upon Flyer's demand, for its full replacement cost. The search period begins either: (i) upon Supplier's notification to Flyer of a misplaced item; or (ii) five (5) days after the date designated by Flyer to transfer and/or account for such Furnished Property and Supplier has not fully complied with the transfer and/or accounting.

(f) *Government Property.* Notwithstanding the foregoing paragraphs in this Section 11, all materials, including tools and equipment, that qualify as "Government Property" under FAR clause 52.245-1, Government Property, shall be handled in accordance with said clause, as modified, if at all, by Article II of these Terms and Conditions.

12. INDEMNIFICATION

(a) *General Indemnity.* Supplier shall indemnify, defend and hold harmless Flyer and its parent companies, subsidiaries, affiliates, shareholders, members, partners, directors, managers, officers, employees, insurers, agents, customers, successors and assigns (collectively, the "Flyer Indemnified Parties") from and against any and all claims, demands, actions, losses, injuries, damages, liabilities, obligations, penalties, costs and expenses, including attorneys' fees, experts' fees and other costs of defending any claim, demand or action and costs of recalls, field campaigns and other corrective actions (collectively, "Losses"), which any Flyer Indemnified Party(ies) may incur or become liable for as a result of, on account of or in connection with: (i) any actual or alleged default or breach by Supplier or any of its employees, agents or subcontractors of any of Supplier's warranties or any of Supplier's other obligations under this Purchase Order; (ii) any actual or alleged act or omission by Supplier or any of its employees, agents or subcontractors in performing any of Supplier's obligations under this Purchase Order; (iii) any defects or alleged defects in any Product or arising from the nature of the material contained in any Products (except to the extent any such defect was specifically due to a design that was furnished to Supplier by Flyer); (iv) any actual or alleged negligence, intentional misconduct or fraud by Supplier or any of its employees, agents or subcontractors; or (v) any actual or alleged failure on the part of the Products or of Supplier or its employees, agents or subcontractors, to comply with any applicable federal, national, state, provincial, municipal or local laws, orders, rules, ordinances or regulations, including the FAR clauses and FAR agency supplemental clauses contained in Article II herein.

(b) *Infringement Warranty and Indemnity.* Supplier warrants that neither the Products furnished hereunder, nor their manufacture, delivery, purchase, resale or use, shall infringe or misappropriate or contribute to the infringement or misappropriation of any patent, copyright, trademark, trade name, trade dress, trade secret or other proprietary or intellectual property right of any third party in the U.S.A. or elsewhere, or subject Flyer or its customers (whether direct or indirect) or any other Flyer Indemnified Parties to the payment of royalties in the U.S.A. or elsewhere. Supplier shall indemnify, defend and hold harmless Flyer and its customers (whether direct or indirect) and the other Flyer Indemnified Parties from and against any and all Losses which they, or any of them, may sustain or incur as the result of any breach of this

warranty. If the use or sale of the Products is enjoined as a result of a suit, Supplier, at no expense to Flyer, shall obtain for Flyer and its customer the right to use and sell the Product or shall substitute an equivalent Product acceptable to Flyer and extend this indemnification thereto. The foregoing warranty shall not apply, however, if and to the extent an infringement is proven to have been caused by Supplier manufacturing Products in strict accordance with design(s) provided by Flyer to Supplier.

(c) *Indemnification Procedures*. Flyer will notify Supplier of any Losses of which it has knowledge that are or may be subject to any of Supplier's indemnification obligations. Flyer shall make available to Supplier all information and assistance as Supplier may reasonably request in connection with satisfying its indemnification duties, at Supplier's expense. Flyer shall have the right to participate in the defense of any claims, demands or actions that are subject to any of Supplier's indemnification obligations, or to assume and control the defense of any such claim, demand or action, all at the expense of Supplier. Supplier may not settle any such claim, demand or action without the prior written consent of Flyer (such consent not to be unreasonably withheld or delayed). Notwithstanding anything to the contrary herein, if in the opinion of Flyer or any other Flyer Indemnified Party, any claim, demand or action involves either the potential imposition of criminal liability on any Flyer Indemnified Party, or a conflict of interest between a Flyer Indemnified Party and Supplier as the indemnifying party, then Supplier shall not assume the defense; instead, Flyer shall assume and control the defense, all at the expense of Supplier.

13. INSURANCE; ENTRY ON FLYER FACILITIES

(a) In the event that Supplier, its employees, agents, or subcontractors enter the site(s) of Flyer or its customers for any reason in connection with this Purchase Order then Supplier and its subcontractors shall maintain for the duration of this Purchase Order workers compensation, products liability (PL), commercial general liability (CGL) and automobile liability (AL) (third party bodily injury and property damage liability) insurance with a minimum of $2,000,000 per occurrence limit and such other insurance as Flyer may require.

(b) Supplier shall provide Flyer thirty (30) days advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of Supplier's required insurance, provided however such notice shall not relieve Supplier of its obligations to maintain the required Insurance. Supplier shall name Flyer as an additional insured to the CGL, PL, and AL policies for the duration of this Purchase Order with a waiver of subrogation. If requested, Supplier shall provide Flyer with a "Certificate of Insurance" evidencing Supplier's compliance with these

requirements. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of Flyer and is not contributory with any insurance which Flyer may carry. "Subcontractor" as used in this clause shall include Supplier's subcontractors at any tier. Supplier's obligations for maintaining insurance coverages herein are freestanding and are not affected by any other language in this Purchase Order. Insurance coverage described herein must be in place and effective prior to commencement of any activity that is the subject of this Purchase Order.

(c) Renewal insurance certificates, if applicable, shall be provided to Flyer at least 15 days prior to the expiration date of the insurance under each required coverage. Additional insurance types and/or limits will be necessary if the Work involves extra hazardous operations.

(d) Supplier's personnel, including Supplier's subcontractors, shall comply with all Flyer security, safety, rules of conduct, badging and personal identity, and related requirements while on Flyer premises. In addition, prior to entry on Flyer premises, Supplier shall coordinate with Flyer to gain access to facilities. Supplier shall provide information reasonably required by Flyer to ensure proper identification of personnel; including verification of citizenship, lawful permanent resident status, protected individual or other status. Flyer may, at its sole discretion, have Supplier remove any specified employee of Supplier from Flyer's premises and request that such employee not be reassigned to any Flyer premises under this Purchase Order.

(e) Supplier personnel requiring unescorted access to sites of Flyer or its customers shall, prior to entry, be screened by Supplier at no charge to Flyer through the Flyer Contractor Screen Program, or otherwise screened by Supplier in a manner satisfactory to Flyer.

14. INSPECTION AND ACCEPTANCE

All Products purchased hereunder shall be received subject to Flyer's inspection and acceptance or rejection. Such inspection of the Products by Flyer shall be at Flyer's premises, unless otherwise agreed by Flyer in writing, and may be completed at any time within a reasonable period after Flyer receives the Products; provided, however, that at Flyer's option, inspection may be made under operating conditions within a reasonable period after incorporation of the Products into any plant, facility, vehicle, equipment or other product of which such Products are to be a part. Flyer reserves the right to hold for Supplier or return to Supplier rejected Products in whole or in part, and all expenses incurred by Flyer in doing so, including inspection, storage, transportation, handling and processing costs, shall be borne by Supplier. Payment for any Products prior to inspection shall not constitute acceptance of such Products; acceptance shall be deemed to have occurred only after Products have passed Flyer's inspection. Any inspection,

testing or other evaluation by Flyer shall in no way affect, waive or invalidate any of Supplier's warranties in respect of the Products or any of Flyer's other rights or remedies hereunder, or at law or in equity.

15. INTELLECTUAL PROPERTY

(a) *Assertions.* The parties acknowledge that Supplier may provide pre-contract rights in data assertions in accordance with the FAR and/or DFARS on its behalf. Such assertions, when made, are hereby acknowledged as incorporated into this Purchase Order. Flyer, however, makes no representations regarding the accuracy of such assertions.

(b) *Rights.* Supplier agrees that Flyer, in the performance of its Prime Contract obligation, shall have an unlimited, worldwide, irrevocable, paid-up, royalty-free right to make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works, and authorize others to do any, some or all of the foregoing, any and all, inventions, discoveries, improvements, mask works and patents as well as any and all data, copyrights, reports, and works of authorship, conceived, developed, generated or delivered in performance of this Purchase Order, other than items listed under the IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (BASED ON DFARS 252.227-7017 (JUN1995)) and/or intellectual property developed by Supplier solely at private expense ("Background Intellectual Property"). Supplier must identify any claimed Background Intellectual Property on a schedule within the Purchase Order or any attachment thereto.

(c) *Foreground Works.* All data, copyrights, reports, inventions and works of authorship developed in performance of this Purchase Order ("Foreground Works") shall be the property of the party that created such Foreground Works.

(d) *Jointly Developed Works.* In the event any Foreground Works are jointly developed by the parties, such Foreground Works shall be the property of Flyer with Supplier having an unlimited, worldwide, irrevocable, paid-up, royalty-free right to make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works, and authorize others to do any, some or all of the foregoing.

(e) *Background Intellectual Property.* Supplier agrees that Flyer shall have, to the limited extent necessary for Flyer to satisfy its Prime Contract obligations, if any, an irrevocable, paid-up, royalty-free right to make, have made, sell, offer for sale, use,

execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works, and authorize others to do any, some or all of the foregoing, the Background Intellectual Property.

(f) *Other Items.* Items delivered under this Purchase Order such as operation and maintenance manuals shall be delivered with the right to copy for internal use and/or copy and deliver with the right to use to Flyer's customers. The tangible medium storing copies of all reports, memoranda and/or other materials in written form including machine readable form, prepared by Supplier and furnished to Flyer pursuant to this Purchase Order shall become the sole property of Flyer.

16. PACKAGING; MARKING; SHIPPING

Unless otherwise specified, all Products are to be packed in accordance with good commercial practice.

(a) If Supplier uses any means of delivery different from that set forth in this Purchase Order without express consent in writing from Flyer, Supplier shall be responsible for any and all additional shipping costs (including freight costs, tariffs, harbor maintenance charges, taxes, duties and other shipping-related costs) incurred thereby. Without limiting the foregoing sentence, Supplier hereby acknowledges and agrees that there shall not be any departure from the specific routing set forth in this Purchase Order except in the case of emergencies identified by Flyer, and Flyer may recover from Supplier, and Supplier shall pay, all additional charges arising from a failure to follow such specified routing.

(b) A complete packing list shall be enclosed with all shipments. Supplier shall mark containers or packages with necessary lifting, loading, and shipping information, including the Flyer Purchase Order number, item number, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include this Purchase Order number.

(c) Unless otherwise specified, delivery shall be FOB Destination.

17. PAYMENTS, PRICES AND INVOICING

(a) *Prices.* Supplier agrees to sell the Products to and/or perform the Work for Flyer at the prices stated on this Purchase Order. All such prices are firm, and no additional charges or surcharges or price increases or adjustments will be allowed unless specifically agreed to in writing in advance by an authorized officer of Flyer. Without

limiting the foregoing, Supplier shall bear the risk of currency exchange fluctuation, changes in the cost of commodities, materials, components or labor, and increased or new tariffs, duties and taxes, and no such event shall serve as the basis for a price increase or surcharge, however named. Supplier warrants and agrees that the net prices charged by it to Flyer for the Products (including Products being purchased for aftermarket purposes), and the terms applicable to Flyer's purchase of such Products, are not and shall not be less favorable from the perspective of the purchaser than those prices and terms currently extended or offered by Supplier to any other customer for the same or like goods or services in equal or less quantities. In the event Supplier reduces its price for any such Products prior to complete delivery of all goods or the furnishing of all services covered by this Purchase Order, Supplier agrees to reduce, correspondingly, the price of the goods or services covered hereby. Upon notice to Supplier, Flyer may recoup or offset any amounts due Flyer from Supplier, including those due to improper payment or overpayment, against amounts due Supplier from Flyer. All prices shall be expressed and shall be payable in U.S. dollars unless otherwise provided on this Purchase Order, or unless prices are addressed in a separate currency exchange agreement between Flyer and Supplier.

(b) *Taxes.* All applicable federal, state and local taxes, duties, tariffs, and similar fees imposed by any government, shall be listed separately and included in prices. Except as provided in this Section or in the Delivery Terms, Flyer shall not be liable for any national, federal, provincial, state, municipal or local taxes, duties, tariffs, harbor maintenance fees, customs payments, or assessments, including any special tariffs imposed for reasons of national security, safeguard actions, antidumping or countervailing duty orders, or other international trade remedies, in connection with the sale, purchase, importation, transportation, use or possession of the Products ordered hereunder, other than those expressly set forth on the Purchase Order.

(c) *Payment.* Flyer shall pay all undisputed amounts reflected on an invoice within thirty (30) days after Flyer accepts the Products delivered or receives a correct invoice covering those Products, whichever is later. Payment shall be deemed to have been made as of the date of mailing Flyer's payment or electronic funds transfer. Payment shall not constitute acceptance of Products.

(d) *Invoices.* Supplier shall send a separate invoice for each shipment and shall include the following information: (i) Order number; (ii) item number; (iii) part serial number (if serialized); (iv) part number; (v) unit of measure; (vi) unit price; (vii) unit Export Control Classification Number (ECCN) or International Traffic in Arms Regulations (ITAR) designation; (viii) Schedule B number; (ix) Harmonized Tariff Schedule (HTS) code; and (x) Country of Origin. Supplier's invoice shall also include: (i) Supplier's phone number and address; (ii) invoice number; (iii) date prepared; (iv) item quantity; (v) extended item price; and (vi) total invoice value. If Supplier's

"remit to" address is different than the address indicated on the Order, clearly identify the "remit to" address on the invoice. No invoice shall be issued prior to shipment of Products. Supplier shall also provide documentation to support its invoice as Flyer may reasonably require. For each shipment made at Flyer's expense (i.e., FOB Origin), Supplier shall include a copy of the freight bill (which shall include the weight of items shipped) with each invoice. Flyer reserves the right to return invoices failing to comply with these instructions for re-submittal of a correct invoice.

18. QUALITY CONTROL & INVENTORY CONTROL

To assure that the Products and Work meet all specifications as to appearance, performance and reliability, Supplier shall provide and maintain adequate and consistent quality and inventory control systems to an industry recognized standard and in compliance with any other specific quality requirements identified in this Purchase Order. In the event Flyer requires Supplier to purchase specific parts or components for the Products or Work from certain vendors, Supplier shall be responsible for logistics, quality assurance and ensuring that such parts and components meet Flyer's specifications. Supplier shall furnish to Flyer results of quality and inventory control samplings upon request from time to time.

19. RELEASE OF INFORMATION

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Purchase Order or the subject matter hereof, will be made by Supplier or its subcontractors without the prior written approval of Flyer. Supplier shall not use "Flyer Defense," "Flyer Defense, LLC." or any other trademark or logo owned by Flyer, in whatever shape or form, without the prior written consent of Flyer.

20. RETENTION OF RECORDS

Supplier shall retain and preserve all records and materials relating to its performance under this Purchase Order for the longer of:

(i) a period of four (4) years after final payment under the Prime Contract;
(ii) any lengthier period of time required by the contract under which this Purchase Order was issued as a subcontract; or
(iii) for the period prescribed by applicable law or regulation.

Records and materials relating to performance under this Purchase Order include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records. Supplier shall include this clause in all contracts with lower-tier subcontractors and suppliers. For as long as Supplier is required to retain records under this Purchase Order, upon reasonable notice and during normal business hours, Flyer, its

customer(s) and/or their respective independent auditors (the "Auditors"), shall have the right to audit Supplier's and its subcontractors' and suppliers' compliance with the requirements of the Purchase Order and to confirm Supplier's compliance with applicable laws, rules and regulations in its performance of the Purchase Order. At no additional cost, Supplier shall provide the Auditors with access to all documents, records, personnel and information requested by the Auditors pertaining to Supplier's performance of the Purchase Order. Audits may include but are not limited to: (i) the accuracy of Supplier's invoices; (ii) the accuracy of any representations, warranties and certifications under this Purchase Order; (iii) the accuracy of reports prepared by Supplier; and (iv) Supplier's compliance with applicable laws, rules and regulations. During any audit, if any invoice submitted by Supplier is found to be in error, in Flyer's sole discretion, Flyer may make an appropriate adjustment to the invoice or the next succeeding or new invoice following the discovery of the error, or Supplier will otherwise repay the amount of any overbilling. Supplier shall promptly correct any other deficiencies discovered as a result of any such audit at Supplier's sole cost and expense.

21. RISK OF LOSS; TITLE TRANSFER; SECURITY INTEREST

Unless both parties agree otherwise, the FOB point for Products delivered under this Purchase Order shall be FOB Destination, and Supplier, in addition to bearing all risks required by law, shall bear all risks of loss of or damage to the Products until Supplier has completed all of its delivery obligations with respect to those Products and Products have reached their destination, at which point risk of loss of or damage to such Products shall pass to Flyer. Title to Products, unless this is a build-to-print or build-to-specification transaction with Flyer-furnished prints or specifications, will transfer to Flyer when risk of loss of or damage to those Products passes to Flyer. However, that transfer of title shall not constitute acceptance of the Products by Flyer. Supplier shall bear all risks of loss of or damage to any Products that are rejected by Flyer after inspection, and title to such Products shall transfer back to Supplier upon rejection. If this is a build-to-print or build-to-specification transaction for which Flyer has furnished prints or specification, then title to Products, whether finished or not, shall always belong to Flyer. If Flyer makes any payment before Flyer's receipt of the Products, Supplier hereby grants Flyer a security interest in and charge against the Products and all proceeds thereof to secure Supplier's performance of its obligations hereunder, and Supplier agrees to execute and deliver such documents to Flyer as Flyer may request to ensure the enforceability of such security interest and charge. Flyer is hereby authorized to prepare and file financing statements and other documents in order to perfect and maintain such security interest and charge. In the event of Supplier's breach, nothing shall be construed herein to diminish Flyer's rights and remedies under this Purchase Order, including those available to it at law or in equity.

22. SAMENESS REQUIREMENT; CHANGES IN DESIGN, PROCESSES OR MANUFACTURING LOCATION; PARTS OBSOLESCENCE

Supplier warrants that the Products supplied to Flyer shall be uniform and that there shall be no change in design that would adversely affect the form, fit, finish, functionality or serviceable parts of the Products being supplied. A "change in design" shall include any change in materials, material characteristics or components, as well as any dimensional changes, following Flyer's first article approval. In no event shall Supplier make any change in design of any Product to be sold to Flyer without Flyer's prior written consent, which may be granted or withheld in Flyer's sole discretion. Supplier shall provide written notice to Flyer of any proposed change in design, which notice shall include the reason for such change and a description of the manner in which such change will or will not affect the form, fit, finish, functionality or serviceable parts of any of the Products, supported by testing and analysis. Supplier shall be solely liable for any and all Losses (as defined in Section 12 above) incurred by Flyer or any other Flyer Indemnified Parties as a result of any change in design by Supplier that was not consented to in advance in writing by Flyer, and all such Losses shall be debited to Supplier's account and/or shall be payable by Supplier upon demand by Flyer. In addition, Supplier shall not make any change to any of its manufacturing processes or manufacturing location(s) for the Products to be sold to Flyer without prior notification to and written approval from Flyer. After full performance of this Purchase Order, Flyer may desire to place additional orders for the Products purchased hereunder. As such, Supplier shall provide Flyer with a "Last Time Buy Notice" at least twelve (12) months prior to any action that will discontinue, or alter, any Products purchased under this Purchase Order. The obligations under this clause shall survive the expiration, completion, or termination of this Purchase Order.

23. SELLER BUSINESS SYSTEMS

"Seller Business Systems" as used in this clause means Supplier's material management and accounting system, cost estimating, accounting system, earned value management system, property management system, and purchasing system. If Supplier's business systems are reviewed and approved by a Government agency, Supplier shall provide prompt notice to Flyer whenever there is a material change in the status of the Government's approval or determination of adequacy of any of Supplier's Business Systems.

24. TRAVEL COSTS

(a) All travel incurred by Supplier in the performance of this Purchase Order is included within the Purchase Order price and shall not be separately reimbursed by Flyer unless, prior to such travel, Flyer's Procurement Representative gives Flyer's express authorization in writing.

(b) When travel is authorized under this Purchase Order, Supplier shall be reimbursed only for necessary, reasonable, and actual travel expenses for transportation, lodging, meals and incidental expenses only to the extent that they do not exceed the

maximum per diem rate in effect at the time of travel, as set forth in the United States Federal Travel Regulations for the area of travel authorized under this Purchase Order. Air travel shall be reimbursed for coach class only. Lodging expenses are reimbursable only where incurred from establishments serving the general public.

(c) Supplier shall provide a detailed summary of all such costs by category of expense with each invoice. Supplier shall provide a legible receipt for each claimed individual expense exceeding $75.00.

25. USE OF FREE, LIBRE AND OPEN-SOURCE SOFTWARE (FLOSS)

(a) This Section 25 only applies to Work that includes the delivery of software (including software residing on hardware).

(b) For purposes of this Section, the following definitions shall apply:

(i) "FLOSS" means software that incorporates or embeds software in, or uses software in connection with, as part of, bundled with, or alongside any (1) open source, publicly available, or "free" software, library or documentation, or (2) software that is licensed under a FLOSS License, or (3) software provided under a license that (a) subjects the delivered software to any FLOSS License, or (b) requires the delivered software to be licensed for the purpose of making derivative works or be redistributable at no charge, or (c) obligates Flyer to sell, loan, distribute, disclose or otherwise make available or accessible to any third party (i) the delivered software, or any portion thereof, in object code and/or source code formats, or (ii) any products incorporating the delivered software, or any portion thereof, in object code and/or source code formats.

(ii) "FLOSS License" means the General Public License ("GPL"), Lesser/Library GPL, (LGPL), the Affero GPL (AGPL), the Apache license, the Berkeley Software Distribution ("BSD") license, the MIT license, the Artistic License (e.g., PERL), the Mozilla Public License (MPL), or variations thereof, including licenses listed at www.opensource.org/licenses and licenses referred to as "Free Software License", "Open-Source License", "Public License", or "GPL Compatible License."

(c) Supplier shall disclose to Flyer in writing any Free/Libre Open-Source Software ("FLOSS") that will be used or delivered in connection with this Purchase Order, and Supplier shall obtain Flyer's prior written consent before using or delivering such FLOSS in connection with this Purchase Order. Flyer may withhold such consent at

its sole discretion. No FLOSS delivered hereunder shall contain any orphaned code (i.e., software that (i) has had more than one (1) year since its last release, (ii) does not have an identified individual responsible for supporting and maintaining the code, or (iii) the identified individual's contact information is no longer valid).

(d) If Flyer consents to the delivery of FLOSS under this Purchase Order, Supplier shall defend, indemnify, and hold harmless Flyer, its customers and suppliers from and against any claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, relating to the use or delivery of FLOSS in connection with this Purchase Order.

26. USE OF DELIVERABLE TECHNICAL DATA AND COMPUTER SOFTWARE

(a) This clause applies only to technical data or computer software delivered by Supplier to Flyer under this Purchase Order for eventual delivery to the U.S. Government.

(b) As used in this clause "Nonconforming Marking" means any confidential, proprietary, or other restrictive-use markings that are not expressly permitted by applicable FAR, DFARS, NASA FAR Supplement or other U.S. Government agency acquisition clauses incorporated into this Purchase Order, and such markings purport to restrict the use of any items by the U.S. Government.

(c) Supplier shall not deliver technical data or computer software that contains Nonconforming Markings. On behalf of the Government and its customer, Flyer may notify Supplier of such a Nonconforming Marking. If Supplier fails to remove or correct such marking within thirty (30) days after such notification, Flyer may, notwithstanding any other provision of this Purchase Order ignore or at Supplier's expense, remove or obliterate any such Nonconforming Marking as may be on technical data or computer software delivered by Supplier.

27. WARRANTY

(a) *Goods.* With respect to all Products purchased hereunder that are goods, Supplier warrants that: (1) Flyer shall receive good title to all such goods free and clear of all liens, encumbrances and security interests; (2) all such goods shall be free from all defects in materials and workmanship, shall be of good and merchantable quality, shall conform exactly to, and shall have been manufactured, produced, assembled, packaged, labeled, shipped, delivered, invoiced and sold in strict accordance with, Flyer's specifications, drawings and designs, shall (in the case of goods manufactured by Supplier in accordance with Supplier's own designs) be free from all defects in

design, and shall (unless otherwise set forth in this Purchase Order) be made from new and unused materials and components; and (3) all such goods shall comply with, and shall be manufactured, produced, assembled, packaged, labeled, shipped, delivered, invoiced and sold or otherwise provided in compliance with all applicable federal, national, state, provincial, municipal and local laws, orders, rules, ordinances and regulations. Without limiting the foregoing, Supplier further warrants that if materials manufactured by a third party are incorporated or supplied under this Purchase Order, that Flyer and its customers shall have the benefit of warranties extended to Supplier by the third-party to the extent they exceed Supplier's warranties in scope or duration.

(b) *Services.* With respect to all Work performed hereunder that are services, Supplier warrants that: (1) all such services shall be provided in a professional, workmanlike and timely manner and in accordance with industry standards applicable to a world-class provider of such services, by competent, experienced personnel who are properly trained and supervised; (2) all such services shall be performed to the reasonable satisfaction of Flyer and be suitable for their intended purpose; and (3) all such services shall be performed in compliance with all applicable federal, national, state, provincial, municipal and local laws, orders, rules, ordinances and regulations, to include personnel payment at or above the rates specified in any applicable wage rate determinations.

(c) *Technology Products.* With respect to Products comprised, either in part or in whole, of software or other technology ("Technology Products"), Supplier further warrants that:

(i) It uses industry best practices to ensure, and to the best of Supplier's knowledge, Technology Products do not contain any virus, worm, Trojan horse, or similar malware or destructive code that may destroy, modify, alter, or cause the destruction, modification or alteration, in whole or in part, of any Flyer's equipment, devices, software, or data or permit unauthorized access to any of the foregoing, including the Technology Products;

(ii) Unless expressly agreed otherwise in a signed writing, no hardware or software Technology Products, including operating systems and embedded software, or any component thereof, will contain any (a) "phone-home", metering, or other feature designed to periodically transmit usage, statistical or other data to Supplier or (b) hardware or software designated as end-of-life (e.g., no longer supported or updated by the manufacturer or licensor) prior to the date of the relevant Purchase Order;

(iii) Neither Supplier nor any of its agents, contractors, or employees or anyone acting on their behalf, will disable or interfere, in whole or in part, with use of the Technology Product or any software, hardware, systems or data owned,

utilized or held by Flyer without Flyer's prior written consent, whether or not the disablement is in connection with any dispute between the parties or otherwise;

(iv) It will conduct application security assessment review(s), including penetration tests and code review, to identify common security vulnerabilities as identified by industry-recognized organizations (e.g., OWASP Top 10 Vulnerabilities; CWE/SANS Top 25 vulnerabilities) for all major releases, as determined by Flyer, of the Technology Products, but in any event no less than every twelve (12) months or in the event a new vulnerability is identified by one of the foregoing organizations; and

(v) It shall, at its sole expense, either (i) use the third party firm specializing in code reviews identified by Flyer to conduct the foregoing security assessments or (ii) conduct the security assessment review itself, provided that Supplier Personnel performing the review are experienced in conducting reviews of this kind, hold an industry-recognized certification in security assessments for software (e.g., Certified Secure Software Lifecycle Professional (CSSLP) or GIAC Secure Software Programmer certification), follow industry standard best practices for such assessments, and assessment results are promptly shared by Supplier with Flyer's Procurement Representative for review and approval by Flyer. Supplier shall at its sole expense remediate all vulnerabilities identified and rated as a result of the assessment as medium or higher (or other similar designation) (i) prior to a new version of the Supplier's Software being introduced to production environments, and (ii) for a version of the Technology Product currently in production within thirty (30) to ninety (90) days based on criticality of the vulnerability identified from the assessment.

(vi) Supplier also warrants that it shall test all Technology Products, including all embedded third party software, in accordance with best industry practices, but in no event less than on a quarterly basis, for any vulnerability or exposure identified in Mitre's Common Vulnerabilities and Exposures ("CVE") located at http://cve.mitre.org and having a Common Vulnerability Scoring System ("CVSS") score of 4 or higher (as published by the NIST National Vulnerability Database, located at http://nvd.nist.gov). In the event such a vulnerability with a CVSS score is identified, Supplier shall, at no additional charge to Flyer, promptly remediate the vulnerability. Supplier shall keep complete and accurate records of its testing and remediation activities under this Section in accordance with the obligation to retain records under Section 20.

(d) *Remedies.* The foregoing warranties shall survive inspection, delivery, performance, acceptance, payment and completion, expiration or termination of this Purchase Order and shall run in favor of Flyer and its customers, both direct and indirect. If any

Products furnished under this Purchase Order are found to be defective or inferior in quality, or in any way do not conform to Flyer's specifications or to Supplier's warranties during the applicable Warranty Period (as defined in Section 27(f) below), Flyer shall have all rights and remedies available to it under this Purchase Order in addition to any other right and remedy available to it in law or equity. Flyer's rights and remedies under this clause shall, at Flyer's option, be assignable to and enforceable by its successors and customers. Neither Flyer's approval of any documentation prepared by Supplier nor Flyer's participation in design reviews, first article approval or similar reviews shall relieve Supplier of any obligation under this warranty. Without limiting the foregoing, Flyer shall also have the right:

(i) With respect to any such defective or nonconforming Products that are goods or Technology Products, to: (1) cancel any unshipped portions of any such Purchase Order, and/or return any such defective or nonconforming items to Supplier at Supplier's expense; and/or (2) retain and rework or repair any such defective or nonconforming items, in which case Supplier shall reimburse Flyer on demand for material, labor, travel and freight charges associated with the rework or repair, with all such charges calculated at Flyer's then-current rates; and/or (3) cover by purchasing replacement items from another vendor, in which case Supplier shall reimburse Flyer for the amount (if any) by which the cost of such items exceeds the contract price of the defective or nonconforming goods hereunder, along with all other cover damages; and/or (4) impose upon Supplier any predetermined charge-back associated with such defective or nonconforming items that may have been agreed upon by Supplier and Flyer, and if Flyer imposes such charge-back, Supplier shall within fifteen (15) days, pay to Flyer the amount of such charge-back. Flyer shall also be reimbursed by Supplier for all of its costs and expenses in connection with the inspection, storage, handling, packing and/or transporting of any such defective or nonconforming goods, and Supplier shall assume all risk of loss or damage in transit to such goods returned by Flyer pursuant hereto.

(ii) With respect to any such defective or nonconforming Products that are services, to: (1) cancel any unperformed portions of any such Purchase Order; and/or (2) re-perform the defective or nonconforming services, in which case Supplier shall reimburse Flyer on demand for all labor, material, travel and other charges associated with the re-performance of the services calculated at Flyer's then-current rates; and/or (3) cover by purchasing replacement services from another vendor, in which case Supplier shall reimburse Flyer for the amount (if any) by which the cost of such services exceeds the contract price of the nonconforming services hereunder, along with all other cover damages; and/or (4) impose upon Supplier any predetermined charge-back

associated with such defective or nonconforming Products that may have been agreed upon by Supplier and Flyer, and if Flyer imposes such charge-back, Supplier shall within fifteen (15) days, pay to Flyer the amount of such charge-back.

(e) *Notice.* In the event Supplier becomes aware of any circumstance that would reasonably cause Supplier to believe that any of its warranties may have been breached or that it may not be capable of delivering Products which conform to such warranties set forth in this Section, Supplier shall immediately notify Flyer in writing of the problem and the extent of such problem.

(f) *Warranty Period.* For the purposes of this Purchase Order, "Warranty Period" means the period commencing upon the date on which the applicable Product was delivered to or performed for Flyer and expiring on the later to occur of: (i) one (1) year after the date on which such Product was delivered to or performed for Flyer; or (ii) one (1) year after the date on which the vehicle, equipment or other product into which such Product is installed or incorporated is delivered by Flyer to its customer, but not later than the third anniversary of the date on which such Product was delivered to or performed for Flyer. Notwithstanding anything in the immediately preceding sentence to the contrary, if Supplier's standard warranty with respect to any particular Product would continue beyond the expiration of the Warranty Period as determined in accordance with that sentence, then the Warranty Period for that Product shall be deemed to be of the same duration as Supplier's standard warranty. Notwithstanding anything in these Terms and Conditions to the contrary, in the event and to the extent that Supplier and Flyer agree in a separate written warranty agreement or on the face of this Purchase Order to a different warranty and/or Warranty Period for Products purchased by Flyer pursuant to this Purchase Order, such different warranty and/or Warranty Period shall be controlling with respect to those Products.

28. TERMINATION/CANCELLATION

(a) *Flyer's Termination for Convenience.* Flyer may, upon notice to Supplier, terminate all or any undelivered portion of this Purchase Order for convenience, without cause, at any time. In the event of any such termination for convenience, Flyer's liability to Supplier shall be limited to reimbursing Supplier for its actual out-of-pocket costs for work and materials applicable solely to the terminated portion of this Purchase Order, which were expended before notice of termination was received by Supplier (not to exceed the contract price attributable to the terminated portion), reduced by the fair market value of such work-in-process and materials. Supplier shall provide Flyer with all records, documents and other information used to calculate such out-of-pocket

costs for work and materials and their fair market value. If the termination for convenience was a result of a termination or change directed by the U.S. Government under the Prime Contract, Supplier shall comply with the termination settlement and property disposition requirements set forth in FAR clause 52.249-2, Termination for Convenience of the Government (Fixed-Price) or FAR clause 52.249-6, Termination (Cost Reimbursement) as applicable.

(b) *Flyer's Termination for Cause.*

(i) Flyer may terminate this Purchase Order for cause by providing written notice of default to Supplier if Supplier: (i) fails to deliver any Products to be delivered hereunder by the delivery date(s) specified herein, or any extensions of such delivery date(s) authorized by Flyer in writing; (ii) fails to promptly replace or correct defective or nonconforming Products as may be required by Flyer; (iii) fails to comply with any applicable federal, national, state, provincial, municipal or local laws, orders, rules, ordinances or regulations; (iv) fails to make progress so as to endanger timely performance of the Purchase Order or fails to perform any of the other provisions of the Purchase Order, and fails to cure such failure within seven (7) days after receipt of notice from Flyer specifying such failure; (v) files a voluntary petition under any federal or state bankruptcy act, is adjudicated a bankrupt, Supplier becomes insolvent or commits an act of bankruptcy, or engages in any act which reasonably causes Flyer to deem Supplier financially insecure; (vi) breaches any warranty, representation, covenant, agreement or obligation of Supplier contained in this Purchase Order, and fails to cure such breach within seven (7) days after receipt of notice from Flyer specifying such breach; (vii) furnishes to Flyer any Products that Flyer concludes, in its sole opinion determined in good faith, contain any conflict mineral originating in the Democratic Republic of the Congo (DRC) or an adjoining country if Flyer has not specifically agreed in advance in writing that Supplier may furnish Products that contain such conflict mineral; such furnished Products shall also be deemed nonconforming.

(ii) In the event of termination of this Purchase Order by Flyer for cause, without limiting its other rights or remedies, Flyer may cover by purchasing goods or services elsewhere on such terms and in such a manner as Flyer may deem appropriate, and Supplier shall be liable to Flyer for the amount (if any) by which the cost of such goods or services exceeds the contract price of the affected Products hereunder, and all other cover damages, in addition to all other Losses arising from Supplier's breach or failure

(c) *Supplier's Cancellation for Cause; Limitations of Flyer's Liability*.

(i) Supplier may terminate this Purchase Order for cause by providing written notice of default to Flyer if Flyer breaches any material covenant, agreement or obligation of Flyer contained in this Purchase Order and fails to cure such breach within thirty (30) days after receipt of written notice from Supplier specifying such breach.

(ii) Flyer's sole and exclusive liability to Supplier arising out of Flyer's breach of any covenant, agreement or obligation of Flyer contained in this Purchase Order shall be limited to Supplier's actual, direct damages directly resulting from the breach, not to exceed the contract price of the portion of the Purchase Order affected by the breach. IN NO EVENT SHALL FLYER BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR UNDER ANY OTHER THEORY OF LAW OR EQUITY, UNDER OR ARISING OUT OF THIS PURCHASE ORDER OR ITS PERFORMANCE OR BREACH, EVEN IF FLYER HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGE.

(iii) In the event Flyer withholds payment to Supplier for reasons claimed by Flyer as legally or contractually justified, Supplier shall have no right to terminate this Purchase Order unless and until either: (1) the issue of Flyer's withholding has been resolved against Flyer in accordance with Section 9 above (Disputes) or (2) Flyer has expressly waived in writing the application of said Section 9 to said matter.

(d) If, after Flyer provides Supplier with a notice of default under Section 28(b), it is determined that Supplier was not in default or that Supplier's failure to perform this Purchase Order was due to a Force Majeure Event and was therefore excused, said notice from Flyer shall be deemed to have been issued as a termination for convenience pursuant to Section 28(a), and the rights and obligations of the parties hereto shall be governed by that paragraph. No such Force Majeure Event shall excuse Supplier, however, unless Supplier has notified Flyer in writing of the existence of the cause within ten (10) days after the beginning thereof.

29. LIQUIDATED DAMAGES FOR LATE DELIVERY

(a) Should Supplier fail to make a timely delivery of any Work in accordance with this Purchase Order's delivery schedule, then Flyer shall be entitled to receive, and Supplier shall pay, compensation in the form of liquidated damages and not as a penalty.

(b) Supplier shall be entitled to a ten (10) day grace period in which to deliver late Work. In the event Supplier fails to complete delivery of late Work within the grace period, then the amount of liquidated damages shall accrue at the rate of one and one-half percent (1.5%) of the price of the portion of the Work which is subject to delay for each day of delay beginning on the first day of the scheduled delivery date. The liquidated damages charged shall not exceed ten percent (10%) of the price of the portion of the Work delayed. Liquidated damages arising under this Purchase Order may be deducted by Flyer, in whole or in part, from any payments due Supplier following the late delivery of any such Work.

(c) Supplier agrees that liquidated damages in the foregoing amounts are reasonable considering the anticipated harm caused by the late delivery, the difficulties of the proof of loss, and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy.

(d) In no event shall failure to assess liquidated damages be considered a waiver of Flyer's rights in this or any other articles or clauses.

30. LIQUIDATED DAMAGES FOR DELIVERY OF NON-CONFORMING WORK

(a) Should Supplier deliver Products or Work that does not conform to the requirements set forth in this Purchase Order ("Non-Conforming Work"), Flyer shall be entitled to receive, and Supplier shall pay, compensation in the form of liquidated damages and not as a penalty.

(b) Flyer shall be entitled to receive, and Supplier shall pay liquidated damages at the lesser of $4,000 or 5% of the price of the Non-Conforming Work for Flyer's administrative costs associated with processing Non-Conforming Work.

(c) Supplier agrees that liquidated damages in the foregoing amounts are reasonable considering the anticipated harm caused by the delivery of Non-Conforming Work; the difficulties of the proof of loss; and the inconvenience, expense, or non-feasibility of otherwise determining and obtaining an adequate remedy.

(d) Except for the nonperformance of subcontractors at any tier, Supplier shall not be liable for liquidated damages if the failure to deliver Conforming Work arises from causes beyond the control and without the fault or negligence of Supplier.

(e) In no event shall failure to assess liquidated damages be considered a waiver of Flyer's rights in this or any other articles or clauses. The remedies contained in this clause are in addition to any remedies Flyer may have at law, equity or under other provisions of this Purchase Order.

31. SURVIVABILITY

If this Purchase Order expires, is completed, or is terminated, those provisions of this Purchase Order that by their nature or express terms are meant to survive shall so survive, including:

(a) Applicable Laws;
(b) Confidential Information;
(c) Counterfeit Parts;
(d) Disputes;
(e) Indemnification;
(f) Information of Flyer;
(g) Insurance; Entry on Flyer Facilities;
(h) Intellectual Property;
(i) Release of Information;
(j) Retention of Records;
(k) Use of Free, Libre and Open-Source Software (FLOSS); and
(l) U.S. Government flow-down clauses and provisions that by their nature should survive.

32. SEVERABILITY

Each article, section, paragraph and subparagraph of this Purchase Order is severable, and if one or more of them is declared invalid, the remaining articles, sections, paragraphs, and subparagraphs of this Purchase Order will remain in full force and effect.

33. ORDER OF PRECEDENCE

Any inconsistencies in this Purchase Order shall be resolved in accordance with the following descending order of precedence: (1) Face of the Purchase Order, release document, or schedule,

(including any continuation sheets), as applicable, including any special terms and conditions; (2) these Terms and Conditions; (3) any supplementary documents invoked in this Purchase Order, and (4) the Statement of Work. The headings used in this Purchase Order are inserted for convenience only and shall not define, limit or describe the scope or the intent of the provisions of this Purchase Order.

34. WAIVER

Failure by either party to enforce any of the provisions of this Purchase Order or of applicable laws shall not constitute a waiver of the requirements of such provisions or laws, nor a waiver of a party's right to enforce such provision, or law, thereafter. Flyer's approval of any documents pertaining to this Purchase Order shall not relieve Supplier of its obligation to comply with the requirements of this Purchase Order. The rights and remedies of either party under this Purchase Order are cumulative and shall not preclude any other rights or remedies provided by law or equity.

ARTICLE II — FEDERAL ACQUISISTION REGULATION (FAR), DEPARTMENT OF DEFENSE FAR SUPPLEMENT (DFARS) AND OTHER FAR AGNECY SUPPLEMENTAL CLAUSES

1. INCORPORATION OF FAR AND DFARS CLAUSES

(a) This Purchase Order agreement is entered into by Flyer and Supplier in support of a Government Contract. The FAR and/or DFARS clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text and are applicable to this Purchase Order. However, if the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract, the date or substance of the clause incorporated by said Prime Contract shall apply instead; and if a clause not listed below is incorporated, or a clause listed below is not incorporated, by the Prime Contract, that clause shall either apply or not apply, respectively.

(b) The Contracts Disputes Act shall not apply to this Purchase Order, and nothing in this Purchase Order shall grant Supplier a direct claim or cause of action against the U.S. Government. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Purchase Order. Supplier shall include in each lower tier subcontract the appropriate flow down clauses as required by the FAR and FAR Supplement clauses included in this Purchase Order.

2. DEFINITIONS

The terms used in this Article II of this Purchase Order are defined in FAR 2.101. However, the following terms, as used in the FAR and DFARS clauses referenced below and otherwise in this Article II of this Purchase Order, shall have the meanings set forth below:

(a) "Commercial Item" means a commercial item as defined in FAR 2.101.
(b) "Contract" means this Purchase Order.
(c) "Contracting Officer" shall mean the Flyer's customer for the prime contract under which this Contract is entered.
(d) "Seller," "Supplier" and "Offeror" means the Supplier, which is the party identified on the face of the Contract with whom Flyer is contracting, acting as the immediate subcontractor to Flyer.
(e) "Prime Contract" means the contract between either Flyer or Flyer's Customer and the U.S. Government.
(f) "Subcontract" means any contract placed by Supplier or lower-tier subcontractors under this Contract.

3. AMENDMENTS REQUIRED BY PRIME CONTRACT

Supplier agrees that upon Flyer's request it will negotiate in good faith with Flyer relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as Flyer may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment may be made pursuant to the "Changes" clause of this Contract.

4. PRESERVATION OF THE GOVERNMENT'S RIGHTS

If Flyer furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information ("Furnished Items") which the U.S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that Flyer, acting on its own behalf, may modify or limit any rights the U.S. Government may have to authorize Supplier's use of such Furnished Items in support of other U.S. Government prime contracts.

5. U.S. NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 2019, SECTION 889, PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT FROM HUAWEI TECHNOLOGIES COMPANY, ZTE CORPORATION, DAHUA TECHNOLOGY

COMPANY, HIKVISION DIGITAL TECHNOLOGY COMPANY, AND HYTERA COMMUNICATIONS CORPORATION

(a) Pursuant to Section 889 of the National Defense Authorization Act ("NDAA") for Fiscal Year 2019. Under Section 889, U.S. federal government agencies are prohibited from purchasing equipment, systems, and services that use certain telecommunications and video surveillance equipment and services from certain Chinese entities as a substantial or essential component of any system, or as critical technology as part of any system. Section 889 also prohibits U.S. federal government agencies from entering into, or extending or renewing, a contract with any company that uses such equipment, systems, or services as a substantial or essential component of any system, or as critical technology as part of any system, whether or not such use is related to any U.S. federal government contract. As a prime contractor to U.S. federal government agencies, Flyer is required to conduct a "reasonable inquiry" to uncover information about the identity of the producers or providers of "covered telecommunications equipment or services" that we use.

(b) "Covered telecommunications equipment or services" includes—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(c) Complete the representation below to indicate whether the equipment or services that you will provide may implicate these restrictions.

Supplier [___] WILL [___] WILL NOT provide to Flyer under this contract:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);

(2) Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or

(3) Telecommunications or video surveillance services provided by such entities or using such equipment.

(d) If Supplier checked "WILL" above, identify below which such telecommunications or video surveillance equipment or services will be provided to Flyer:

Equipment or Service

6. CERTIFICATIONS AND REPRESENTATIONS

(a) Supplier understands and acknowledges that Flyer will rely upon Supplier's certifications and representations, including representations as to business size and socio-economic status as applicable, contained in this section and in any written offer, proposal or quote, or company profile submission, which results in the award of this contract to Supplier. By entering into this Contract, Supplier affirms and republishes the certifications and representations submitted with its written offer, including company profile information, and oral offers/quotations made at the request of Flyer.

(b) By entering into this Contract, Supplier also affirmatively makes the certifications and representations contained in the following FAR and DFARS clauses and those that are required by either the Prime Contract's flow-down clauses or by law. Supplier shall immediately notify Flyer of any change of status regarding any certification or representation. If any of the certifications and representations contained in the following clauses differs in any way from those that are required by the Prime Contract, or by law, Supplier shall adjust those representations and certifications accordingly.

FAR 52.203-11 — CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007) (APPLICABLE IF THIS CONTRACT EXCEEDS $150,000.)

FAR 52.204-24 — REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLNACE SERVICES OR EQUIPMENT (OCT 2020)

FAR 52.209-2 — PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS–REPRESENTATION (NOV 2015)

FAR 52.209-5 — CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

FAR 52.209-11 — REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

FAR 52.215-6 — PLACE OF PERFORMANCE (OCT 1997)

FAR 52.222-18 — CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)

FAR 52.222-22 — PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

FAR 52.222-25 — AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

FAR 52.223-9 — ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

FAR 52.223-19 — COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)

FAR 52.223-22 — PUBLIC DISCLOSURE OF GREENHOUSE GAS EMISSIONS AND REDUCTION GOALS–REPRESENTATION (DEC 2016)

FAR 52.225-2 — BUY AMERICAN CERTIFICATE (MAY 2014)

FAR 52.225-6 — TRADE AGREEMENTS CERTIFICATE (MAY 2014)

FAR 52.225-18 — PLACE OF MANUFACTURE (AUG 2018)

DFARS 252.204-7008 — COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)

DFARS 252.225-7000 — BUY AMERICAN – BALANCE OF PAYMENTS PROGRAM CERTIFICATE

DFARS 252.225-7010— COMMERCIAL DERIVATIVE MILITARY ARTICLE – SPECIALTY METALS COMPLIANCE CERTIFICATE

DFARS 252.225-7031— SECONDARY ARAB BOYCOTT OF ISRAEL

DFARS 252.225-7035 — BUY AMERICAN – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM CERTIFICATE

DFARS 252.225-7042 — AUTHORIZATION TO PERFORM

DFARS 252.225-7050 — DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM

DFARS 252.247-7022 — REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA

7. PROVISIONS OF THE FEDERAL ACQUISITION REGULATION (FAR) INCORPORATED BY REFERENCE

FAR 52.202-1 — DEFINITIONS (JUN 2020) (Applies to solicitations that exceed the simplified acquisition threshold of $150,000)

FAR 52.203-3 — GRATUITIES

FAR 52.203-5 — COVENANT AGAINST CONTINGENT FEES (MAY 2014) (Applies if this Contract exceeds the Simplified Acquisition Threshold.)

FAR 52.203-6 — RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (Applies if this Contract exceeds the Simplified Acquisition Threshold.)

FAR 52.203-7 — ANTI-KICKBACK PROCEDURES (MAY 2014) (Applies, excepting subparagraph (c)(1), if this Contract exceeds $150,000.)

FAR 52.203-8 — CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

FAR 52.203-10 — PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

FAR 52.203-12 — LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) (Applies if this Contract exceeds $150,000.)

FAR 52.203-13 — CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015) (Applies if this Contract exceeds $5,500,000 and has a performance period more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.)

FAR 52.203-14 — DISPLAY OF HOTLINE POSTER(S) (OCT 2015) (Applies if this Contract exceeds $5,500,000, unless this Contract is for the acquisition of a commercial item or is performed entirely outside of the United States. Contact the Flyer Engineering Procurement Representative for the location where posters may be contained if not indicated elsewhere in the Contract. Note 8 applies.)

FAR 52.203-16 — PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011) (Applies to this Contract if it exceeds $150,000 and if Supplier's employees will perform acquisition functions closely associated with inherently governmental functions.)

FAR 52.203-17 — CONTRACTOR EMPLOYEE WHISTLE BLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLE BLOWER RIGHTS (APR 2014) (Applies if this Contract exceeds the Simplified Acquisition Threshold.)

FAR 52.203-19 — PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

FAR 52.204-2 — SECURITY REQUIREMENTS (AUG 1996) (Applies if the Work requires access to classified information.)

FAR 52.204-9 — PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) (Applies where Supplier will have physical access to a Federally-controlled facility or access to a Federally-controlled information system.)

FAR 52.204-21 — BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016) (Applies when subcontractor may have Federal contract information residing in or transiting through its information system, unless Supplier is furnishing commercially available off-the-shelf items.)

FAR 52.204-23 — PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)

FAR 52.204-25 — PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

FAR 52.209-1 — QUALIFICATION REQUIREMENTS (FEB 1995) (Applies to Purchase Orders for supplies or services that are subject to a qualification requirement)

FAR 52.209-6 — PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015) (Applies if this Contract exceeds $35,000, and is not for a Contract for commercially available off-the-shelf items. Copies of notices provided by Supplier to the Contracting Officer shall be provided to Flyer.)

FAR 52.211-5 — MATERIAL REQUIREMENTS (AUG 2000) (Note 2 applies.)

FAR 52.211-11 — LIQUIDATED DAMAGES — SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000) (Applies if liquidated damages are specified in the Purchase Order)

FAR 52.211-15 — DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008) (Applies to rated purchase orders)

FAR 52.215-2 — AUDIT AND RECORDS-NEGOTIATION (JUN 2020) (Applies if this Contract exceeds the Simplified Acquisition Threshold and if: (1) Supplier is required to furnish cost or pricing data, or (2) the Contract requires Supplier to furnish cost, funding, or performance reports, or (3) this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price-determinable type contract, or any combination of these. Alternate II applies if this is a cost-reimbursement contract and Supplier is an educational institution or non-profit)

FAR 52.215-10 — PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (Applies if submission of certified cost or pricing data is required. Notes 2

and 4 apply except the first time “Contracting Officer” appears in paragraph (c)(l). “the Government” means “Flyer” in paragraph (d)(l). Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.)

FAR 52.215-11 — PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (AUG 2011) (Applies if submission of certified cost or pricing data is required for modifications. Notes 2 and 4 apply except the first time “Contracting Officer” appears in paragraph (d)(l). “the Government” means “Flyer” in paragraph (e)(l). Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.)

FAR 52.215-12 — SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010) (Applies if this Contract exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4 and is not otherwise exempt.)

FAR 52.215-13 — SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010) (Applies if this Contract exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4 and is not otherwise exempt.)

FAR 52.215-14 — INTEGRITY OF UNIT PRICES (OCT 2010) (Applies if this Contract exceeds the Simplified Acquisition Threshold, unless this Contract is for: construction or architect-engineer services; utility services; services where supplies are not required; commercial items; or petroleum products. Delete paragraph (b) of the clause. If the Contract is without adequate price competition or when prescribed by agency regulations, then Alternate I (OCT 1997) applies)

FAR 52.215-15 — PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010) (Applies if this Contract meets the applicability requirements of FAR 15.408(g). Note 5 applies.)

FAR 52.215-16 — FACILITIES CAPITAL COST OF MONEY (JUN 2003) (Applies only If this Contract satisfies the criteria at FAR 31.205-10(b) and Supplier proposed facilities capital cost of money in its offer.)

FAR 52.215-17 — WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997) (Applies only if this Contract satisfies the criteria at FAR 31.205-10(b) and Supplier did not propose facilities capital cost of money in its offer.)

FAR 52.215-18 — REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005) (Applies if this Contract meets the applicability requirements of FAR 15.408(j). Note 5 applies.)

FAR 52.215-19 — NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) (Applies if this Contract meets the applicability requirements of FAR 15.408(k). Note 5 applies.)

FAR 52.215-20 — REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 2010) (Note 2 applies in paragraph (a)(l).)

FAR 52.215-21 — REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (OCT 2010) (Note 2 applies in paragraphs (a)(l) and (b).)

FAR 52.215-22 — LIMITATIONS ON PASS-THROUGH CHARGES – IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009). (Applies to solicitations for Purchase Orders that will incorporate FAR 52.215-23 or 52.215-23 Alt I.)

FAR 52.215-23 — LIMITATION ON PASS-THROUGH CHARGES (OCT 2009) (Applies if this is a cost-reimbursement Contract that exceeds the Simplified Acquisition Threshold, except if the prime contract to which this contract relates is with DoD, then the clause applies to both cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4. Notes 4 and 6 apply. Include Alternate I if it is included in the Prime Contract.)

FAR 52.219-8 — UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018) (Note 8 applies.)

FAR 52.219-9 — SMALL BUSINESS SUBCONTRACTING PLAN (JUN 2020) (Applies if this Contract exceeds $700,000, unless the Supplier is a small business concern as defined in FAR 52.219-8. Note 2 Is applicable to paragraph (c) only. Supplier’s subcontracting plan is incorporated herein by reference. Note 8 applies.)

FAR 52.222-1 — NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) (Note 2 applies.)

FAR 52.222-4 — CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (MAR 2018) (Applies if the Contract may require or involve the employment of laborers and mechanics. Note 8 applies.)

FAR 52.222-20 — WALSH-HEALY PUBLIC CONTRACTS ACT (MAY 2014) (Applies if this Contract exceeds $15,000 and is for the manufacture or furnishing of materials, supplies, articles, or equipment.)

FAR 52.222-21 — PROHIBITION OF SEGREGATED FACILITIES (APR 2015) (Note 8 applies.)

FAR 52.222-26 — EQUAL OPPORTUNITY (SEP 2016) (Note 8 applies.)

FAR 52.222-35 — EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) (Applies if this Contract is for $150,000 or more. Note 8 applies.)

FAR 52.222-36 — EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014) (Applies if this Contract exceeds $15,000. Note 8 applies.)

FAR 52.222-37 — EMPLOYMENT REPORTS ON VETERANS (FEB 2016) (Applies if this Contract is for $150,000 or more. Note 8 applies.)

FAR 52.222-40 — NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) (Applies if this Contract exceeds $10,000. Note 8 applies.)

FAR 52.222-41 — SERVICE CONTRACT LABOR STANDARDS (AUG 2018) (Applies if this Contract is subject to the Service Contract Labor Standards statute. The clause does not apply if this Contract has been administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in subpart C of 29 CFR Part 4. Note 8 applies.)

FAR 52.222-50 — COMBATING TRAFFICKING IN PERSONS (JAN 2019) (Note 2 applies. In paragraph (e) Note 3 applies. Paragraph (h) only applies to portions of this Contract that: (1) are for supplies, other than commercially available off-the-shelf items, acquired outside of the United States, or services to be performed outside the United States; and (2) have an estimated value that exceeds $500,000. Alternate I is applicable to this Contract if it is included in the Prime Contract.)

FAR 52.222-54 — EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015) (Applies if this Contract is for commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item or an item that would be a COTS item, but for minor modifications, performed by the COTS provider, and are normally provided for that COTS item); or Construction services; AND has a value of $3,500 or more; AND includes work performed in the United States.)

FAR 52.222-62 — PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017). (Applies if this contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and are to be performed in whole or in part in the United States.)

FAR 52.223-3 — HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (Applies if this Contract involves hazardous material. Notes 2 and 3 apply, except for paragraph (f) where Note 4 applies.)

FAR 52.223-5 — POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011) (Applies if this Contract requires performance on a Federal facility.)

FAR 52.223-7 — NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) (Applies if this Contract is for radioactive material meeting the criteria of paragraph (a) of the clause. In the blank insert “30”. Notes 1 and 2 apply.)

FAR 52.223-11 — OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN 2016) (Applies if this Contract is for products that may contain or are manufactured with ozone-depleting substances or high global warming potential hydrofluorocarbons.)

FAR 52.223-16 — ACQUISITION OF EPEAT®-REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015) (Applies if this Contract requires the delivery of personal computer products. Alternate I (JUN 2014) may apply.)

FAR 52.223-18 — ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011) (Applies if this Contract exceeds the micro-purchase threshold. Note 8 applies.)

FAR 52.223-20 — AEROSOLS (JUN 2016) (Applies if this Contract is for products that may contain high global warming potential hydrofluorocarbons as propellant, or as a solvent; or involves maintenance or repair of electronic or mechanical devices.)

FAR 52.224-1 — PRIVACY ACT NOTIFICATION (APR 1984) (Applies if this Contract requires the design, development, or operation of a system of records on individuals is to accomplish an agency function subject to the Privacy Act of 1974.)

FAR 52.224-2 — PRIVACY ACT (APR 1984) (Applies if this Contract requires the design, development, or operation of a system of records on individuals is to accomplish an agency function subject to the Privacy Act of 1974.)

FAR 52.224-3 — PRIVACY TRAINING (JAN 2017) (Applies if Supplier will: (1) have access to a system of records; (2) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (3) design, develop, maintain, or operate a system of records.)

FAR 52.225-1 — BUY AMERICAN – SUPPLIES (MAY 2014) (Applies if the Work contains other than domestic components. Note 2 applies to the first time "Contracting Officer" is mentioned in paragraph (c).)

FAR 52.225-5 — TRADE AGREEMENTS (NOV 2013) (Applies if the Work contains other than U.S. or other designated country made end products as specified in the clause.)

FAR 52.225-8 — DUTY FREE ENTRY (OCT 2010) (Applies if Supplier will import supplies identified to be accorded duty-free entry or may import other foreign supplies in excess of $15,000, into the customs territory of the United States. Note 2 applies.)

FAR 52.225-13 — RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008).

FAR 52-225-19 — CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (MAR 2008) (Applies if this Contract requires Supplier's personnel to perform outside the United States: (1) in a designated operational area during (i) contingency operations; (ii) humanitarian or peacekeeping operations; or (iii) other military operations; or military exercises, when designated by the Combatant Commander; or (2) when supporting a diplomatic or consular mission (i) that has been designated by the Department of State as a danger pay post; or (ii) that the Contracting Officer has indicated is subject to this clause.)

FAR 52.227-1 — AUTHORIZATION AND CONSENT (JUN 2020) (Applies if this Contract exceeds the Simplified Acquisition Threshold, unless complete performance and delivery are outside the United States.)

FAR 52.227-2 — NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) (Applies if this Contract exceeds the Simplified Acquisition Threshold. Notes 2 and 4 apply.)

FAR 52.227-9 — REFUND OF ROYALTIES (APR 1984) (Applies if the amount of royalties reported during negotiation of this Contract exceeds $250. Note 1 applies except for the first two times "Government" appears in paragraph (d). Note 2 applies.)

FAR 52.227-10 — FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (DEC 2007) (Applies if this Contract is likely to cover classified subject matter.)

FAR 52.227-11 — PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (MAY 2014) (Applies if this Contract is for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.)

FAR 52.227-13 — PATENT RIGHTS - OWNERSHIP BY THE GOVERNMENT (DEC 2007) (Applies if this Contract is for experimental, developmental, or research work.)

FAR 52.227-14 — RIGHTS IN DATA - GENERAL (MAY 2014) (Does not apply if DFARS 252.227-7013 applies.)

FAR 52.228-3 — WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014) (Applies if the Defense Base Act applies.)

FAR 52.228-4 — WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984) (Applies if Supplier employs any person who, but for a waiver granted by the Secretary of Labor, would be subject to the War Hazards Compensation Act)

FAR 52.228-5 — INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (Applies if this Contract involves work on a Government installation. Note 2 applies. Note 4 applies to paragraph (b). Unless otherwise specified by this Contract, the minimum kinds and amount of insurance shall be as described in FAR 28.307-2.)

FAR 52.229-8 — TAXES - FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990). (In paragraph (b), Notes 1 and 2 apply. The blank is completed with information specified elsewhere in the contract. Does not apply for Commercial Items as defined in FAR 2.101.)

FAR 52.230-2 — COST ACCOUNTING STANDARDS (OCT 2015) (Applies only when referenced in this Contract that full CAS coverage applies. "United States" means "United States or Flyer." Delete paragraph (b) of the clause.)

FAR 52.230-3 — DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2015) (Applies only when referenced in this Contract that modified CAS coverage applies. "United States" means "United States or Flyer." Delete paragraph (b) of the clause.)

FAR 52.230-4 — DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS (OCT 2015) (Applies only when referenced in this Contract, modified CAS coverage applies. Note 3 applies in the second and third sentences.)

FAR 52.230-5 — COST ACCOUNTING STANDARDS - EDUCATIONAL INSTITUTIONS (AUG 2016) (Applies only when referenced in this Contract that this CAS clause applies. "United States" means "United States or Flyer." Delete paragraph (b) of the clause.)

FAR 52.230-6 — ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010) (Applies if FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230·5 applies.)

FAR 52.232-17 — INTEREST (MAY 2014) (Applies if this Contract contains FAR clauses which expressly refer to an Interest clause. Note 1 applies.)

FAR 52.232-40 — PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) (Applies if Supplier is a small business concern. Note 1 applies. This clause does not apply If Flyer does not receive accelerated payments under the prime contract. Not all agencies provide accelerated payments.)

FAR 52.233-3 — PROTEST AFTER AWARD (AUG 1996) (In the event Flyer's customer has directed Flyer to stop performance of the Work under the Prime Contract under which this Contract is issued pursuant to FAR 33.1, Flyer may, by written order to Supplier, direct Supplier to stop performance of the Work called for by this Contract. "30 days" means "20 days" in paragraph (b)(2). Note 1 applies except the first time "Government" appears in paragraph (f). In paragraph (f) add after "33.104(h) (l)" the following: "and recovers those costs from Flyer".)

FAR 52.233-4 — APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

FAR 52.234-1 — INDUSTRIAL RESOURCES DEVELOPED UNDER TITLE III, DEFENSE PRODUCTION ACT (SEP 2016) (Notes 1 and 2 apply.)

FAR 52.234-4 — EARNED VALUE MANAGEMENT SYSTEM (NOV 2016) (Applies to Cost or Incentive contracts valued at $20,000,000 or more. Note 3 applies. Paragraphs (j) and (i) are deleted. Does not apply for Commercial Items as defined in FAR 2.101.)

FAR 52.236-7 — PERMITS AND RESPONSIBILITIES (NOV 1991) (Applies if this Contract is either a construction contract, either fixed-price or cost-reimbursement, or a fixed-price dismantling, demolition, or removal of improvements contract. Note 1 applies.)

FAR 52.236-13 — ACCIDENT PREVENTION (NOV 1991) (Applies if this Contract is for fixed-price construction, fixed-price dismantling, demolition, or removal of improvements the Contract. Notes 1 and 2 apply. Use *Alternate I* (NOV 1991), if this Contract involves work of a long duration or hazardous nature or performance on a Government facility that involves hazardous materials or operations that might endanger the safety of the public and/or Government personnel or property.)

FAR 52.237-2 — PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984) (Applies if the Contract is to be performed on a Government installation. Note 2 applies. Note 4 applies to the second time "Government" appears in the clause.)

FAR 52.239-1 — PRIVACY OR SECURITY SAFEGUARDS (AUG 1996) (Applies if this Contract is for information technology which require security of information technology, and/or are for the design, development or operation of a system of records using commercial information technology services or support services. Does not apply for Commercial Items as defined in FAR 2.101.)

FAR 52.242-13 — BANKRUPTCY (JUL 1995) (Notes 1 and 2 apply.)

FAR 52.242-15 — STOP-WORK ORDER (AUG 1989) (Notes 1 and 2 apply.)

FAR 52.243-1 — CHANGES – FIXED-PRICE (AUG 1987) (Notes 1 and 2 apply. *Alternate I* applies if this Contract is for services. *Alternate II* applies if this Contract is for supplies and services.)

FAR 52.243-6 — CHANGE ORDER ACCOUNTING (APR 1984) (Applies if the Prime Contract requires Change Order Accounting. Note 2 applies.)

FAR 52.244-2 — SUBCONTRACTS (OCT 2010) (Paragraphs (g) and (h) only apply. Notes 1 and 2 apply.)

FAR 52.244-5 — COMPETITION IN SUBCONTRACTING (DEC 1996)

FAR 52.244-6 — SUBCONTRACTS FOR COMMERCIAL ITEMS (AUG 2019)

FAR 52.245-1 ALT I — GOVERNMENT PROPERTY (JAN 2017) (ALT I) (APR 2012) (Note 2 applies except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes Flyer. "Government" is unchanged in the phrases "Government property" and "Government Furnished Property" and where elsewhere used except in paragraph (d)(1) where it means "Flyer" and except in paragraphs (d)(2) and (g) where the term includes Flyer. The following is added as paragraph (n) "Supplier shall provide to Flyer immediate notice if the Government or other customers (i) revokes Its assumption of loss under any direct contracts with Supplier, or (ii) makes a determination that Supplier's property management practices are inadequate, and/or present an undue risk, or that Supplier has failed to take corrective action when required." Alternate II applies to Contracts for the conduct of basic or applied research at nonprofit institutions of higher education or at nonprofit institutions whose primary purpose is the conduct of scientific research.)

FAR 52.245-2 — GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012) (Applies if this is a fixed-price service Contract to be performed on a Government installation with Government-Furnished Property for the initial provisioning. Note 3 applies except in the phrase "Government property." Note 2 applies.)

FAR 52.245-9 — USE AND CHARGES (APR 2012). (Applies if FAR 52.245-1 applies. Communications with the Government under this clause will be made through Flyer.)

FAR 52.246-1 — CONTRACTOR INSPECTION REQUIREMENTS (APR 1984). (Note 1 applies. Does not apply for Commercial Items as defined in FAR 2.101.)

FAR 52.246-2 — INSPECTION OF SUPPLIES – FIXED-PRICE (AUG 1996). (Note 3 applies except in paragraph (b) the second time "Government" appears; paragraphs (f), (j), and (l) where Note 1 applies. Note 2 applies.)

FAR 52.246-4 — INSPECTION OF SERVICES – FIXED-PRICE (AUG 1996). (Note 3 applies, except in paragraphs (e) and (f) where Note 1applies.)

FAR 52.246-8 — INSPECTION OF RESEARCH AND DEVELOPMENT – COST-REIMBURSEMENT (MAY 2001). (Note 1 applies except (1) in paragraphs (b), (c) and (d) where Note 3 applies and (2) in paragraph (k) where the term is unchanged. Does not apply for Commercial Items as defined in FAR 2.101.)

FAR 52.246-11 — HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014) (Applies to this Contract if included in the Prime Contract to which this Contract is related.)

FAR 52.246-26 — REPORTING NONCONFORMING ITEMS (DEC 2019) (Applies if this Contract is for (1) items subject to higher-level quality standards in accordance with FAR 52.246-11; (2) items Flyer determines to be Critical Items; (3) electronic parts or end items, components, parts, or materials containing electronic parts and exceeds the Simplified Acquisition Threshold and is for the DoD; or (4) services if, as part of the service, Supplier will furnish items that meet the criteria specified in FAR 52.246-26 (g)(1)(i) or (iii). Does not apply if this Contract is for commercial items or medical devices subject to FDA reporting requirements.)

FAR 52.247-58 — LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS (APR 1984) (Applies if this Contract involves shipping supplies in carload lots by rail.)

FAR 52.247-63 — PREFERENCE FOR U.S. FLAG AIR CARRIERS (JUN 2003) (Applies if this Contract involves international air transportation.)

FAR 52.247-64 — PREFERENCE FOR PRIVATELV OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006) (Applies if this Contract may involve ocean transportation of supplies and unless this Contract is for ocean transportation services or construction contracts, use the clause with its Alternate II if any of the supplies to be transported are commercial items that are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations. If Alternate II applies, then in the last sentence of paragraph (c) “Subcontractor” means “Supplier and lower term subcontractor.” Note 2 applies.)

FAR 52.248-1 — VALUE ENGINEERING (OCT 2010) (Applies if this Contract exceeds $150,000. Note 1 applies, except in paragraphs(c)(5), where Note 3 applies and except in (b)(3) where Note 4 applies, and where “Government” precedes “cost” throughout. Note 2 applies. In paragraph (m) “Government is unchanged.” Also, “Government” does not mean “Flyer” in the phrase “Government costs.”)

FAR 52.249-2 — TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) (Notes 1 and 2 apply. Note 4 applies to the first time "Government" appears in paragraphs (b)(4) and (b)(6), it applies to all of paragraph (b)(B) and it applies to the second time "Government" appears in paragraph (d). ln paragraph (n) "Government" means " Flyer and the Government". In paragraph (c) "120 days" Is changed to "60 days." In paragraph (d) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." In paragraph (e) "1 year" ls changed to "6 months." Paragraph (j) is deleted. In paragraph (I) "90 days" is changed to "45 days." Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)

FAR 52.249-8 — DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) (Notes 1 and 2 apply, except Note 1 is not applicable to paragraph (c). Note 4 applies to the second and third time "Government" appears in paragraph (e). Timely performance is a material element of this Contract.)

FAR 52.249-9 — DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT) (APR 1984). (Notes 1 and 2 apply except in paragraph (c) where the term "Government" is unchanged. Does not apply for Commercial Items as defined in FAR 2.101.)

8. PROVISIONS OF THE DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) INCORPORATED BY REFERENCE

DFARS 252.203-7001 — PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT – RELATED FELONIES (DEC 2008) (Applies if this Contract exceeds the Simplified Acquisition Threshold. The terms "contract," "contractor," and "subcontract" shall not change in meaning in paragraphs (a) and (d). Delete paragraph (g). In paragraph (e), the remedies described in subparagraphs (2) and (3) are available to Flyer not the Government. In paragraph (f), note 5 applies.)

DFARS 252.203-7002 — REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

DFARS 252.203-7003 — AGENCY OFFICE OF THE INSPECTOR GENERAL (AUG 2019) (Applies when FAR 52.203-13 applies to this Contract.)

DFARS 252.203-7004 — DISPLAY OF FRAUD HOTLINE POSTER(S) (AUG 2019) (Applies in lieu of FAR 52.203-14. Applies if this Contract exceeds the threshold at DFARS 203.1004(b)(2)(ii), unless this Contract is for a commercial item)

DFARS 252.204-7000 — DISCLOSURE OF INFORMATION (OCT 2016) (Applies to this Contract if the Supplier will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public. Note 1 applies.)

DFARS 252.204-7008 — COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016) (Notes 1 and 2 apply.)

DFARS 252.204-7009 — LIMITATIONS ON THE USE AND DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016) (Applies if this Contract involves services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting.)

DFARS 252.204-7012 — SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019) (Applies if this Contract is for operationally critical support or if, in support of the performance of this Contract, Supplier processes, stores, or transmits covered defense information ("CDI") as defined by DFARS 252.204-7012(a). Supplier shall furnish Flyer copies of any notices or reports related to cyber incidents provided to DoD pursuant to this clause at the time such notices or reports are sent.)

DFARS 252.204-7015 — NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016)

DFARS 252.204-7018 — PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (DEC 2019) (Copies of reports provided by Supplier under this clause will be provided to Flyer.)

DFARS 252.204-7020 — NIST SP 800-171 DoD Assessment Requirements (Nov 2020) (Applies to this Contract if Supplier is required to implement NIST SP 800-171 in accordance with DFARS 252.204-7012.)

DFARS 252.208-7000 — INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (DEC 1991) (Applies to this Contract if the item being purchased contains precious metals. Notes 1 and 2 apply.)

DFARS 252.209-7004 — SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (MAY 2019) (Note 2 applies.)

DFARS 252.209-7010 — CRITICAL SAFETY ITEMS (AUG 2011) (The blanks in this clause are completed as follows: Critical Safety Items are identified elsewhere in this Contract.)

DFARS 252.211-7003 — ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016) (Applies if this Contract involves any items for which item unique identification is required. Items subject to unique item identification are identified elsewhere in this Contract. All reports required to be submitted under this clause shall be submitted to Flyer. "Government" means "Flyer" except in the definition of "issuing agency" in paragraph (a).)

DFARS 252.211-7005 — SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005) (Applies if Supplier's Single Process Initiative block changes have been approved for use.)

DFARS 252.211-7006 — PASSIVE RADIO FREQUENCY IDENTIFICATION (DEC 2019) (Applies if Supplier will make direct shipments meeting the criteria at FAR 211.275-3 to the Government of items covered by the clause.)

DFARS 252.211-7007 — REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012) (Applies if Supplier will be in possession of Government-Furnished Property for the performance of this contract.)

DFARS 252.211-7008 — USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS (SEP 2010) (Applies if items under this Contract are serially managed.)

DFARS 252.215-7003 — REQUIREMENT FOR SUBMISSION OF DAT OTHER THAN CERTIFIED COST OR PRICING DATA – CANADIAN COMMERCIAL CORPORATION (JUL 2012) (Applies in lieu of DFARS 252.215-7010, unless this is a competitive acquisition, if this is solicitation for a sole source acquisition from the Canadian Commercial Corporation that is (1) cost-reimbursement with a contract value exceeding $700,000 or fixed-price with a contract value exceeding $500 million; or (2) does not meet the requirements in paragraph (2)(i)(A)(*1*) and approval is obtained as required by 225.870-4(c)(2)(ii).)

DFARS 252.215-7004 — REQUIREMENT FOR SUBMISSION OF DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATION – CANADIAN COMMERCIAL CORPORATION (OCT 2013) (Applies in lieu of FAR 52.215-21 if the Prime Contract, to which this Contract is related, is awarded to the Canadian Commercial Corporation.)

DFARS 252.215-7008 — ONLY ONE OFFER (JUL 2019) (Applies if this Contract exceeds the Simplified Acquisition Threshold.)

DFARS 252.215-7010 — REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (JUL 2019) (This clause applies in lieu of FAR 52.215-20. Contracting Officer means "Flyer" Paragraph (b)(1)(ii)(E) is deleted.)

DFARS 252.217-7028 — OVER AND ABOVE WORK (DEC 1991) (Notes 1 and 2 apply. Paragraph (f) is deleted. Applies to this Contract if over and above work may be required and no more specific arrangement for handling such work is specified in this Contract. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.219-7003 — SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (DEC 2019) (Applies if FAR 52.219-9 applies to this Contract.)

DFARS 252.219-7004 — SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (MAY 2019) (Applies if (1) this Contract offers subcontracting opportunities; if (2) Supplier participates, or participated, in the DoD Test Program described in DFARS 219.702-70; and (3) if this Contract exceeds the applicable threshold specified in FAR 19.702(a).)

DFARS 252.222-7006 — RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010) (The certification in paragraph (b)(2) applies to both Supplier in its own capacity and to Supplier's covered subcontractors.)

DFARS 252.223-7001 — HAZARD WARNING LABELS (DEC 1991) (Applies if this Contract requires the delivery of hazardous materials.)

DFARS 252.223-7002 — SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994) (Applies only if the articles furnished under this Contract contain ammunition or explosives, including liquid and solid propellants. Notes 2, 3, and 5 apply to paragraphs (g)(1)(i) and (e)(1)(ii). Note 3 applies. Delete "prime" in (g)(1)(ii) and add "and Flyer Procurement Representative." Delete in g(1)(ii) "substituting its name for references to the Government.")

DFARS 252.223-7003 — CHANGE IN PLACE OF PERFORMANCE – AMMUNITION AND EXPLOSIVES (DEC 1991) (Applies if DFARS 252.223-7002 applies to this Contract. Notes 2 and 4 apply.)

DFARS 252.223-7004 — DRUG-FREE WORK FORCE (SEP 1988)

DFARS 252.223-7006 (& Alt I) — PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS - BASIC (SEP 2014) (Includes Alt I if it is in the Prime Contract) (Applies if this Contract requires, may require, or permits Supplier to access a DoD installation. Note 1 applies.)

DFARS 252.223-7007 — SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999) (Applies if this Contract is for the development, production, manufacture, or purchase of arms, ammunition, and explosives or when arms, ammunition, and explosives will be provided to Supplier as Government-Furnished Property.)

DFARS 252.223-7008 — PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013) (Note 2 applies.)

DFARS 252.225-7001 — BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (DEC 2017) (Applies if the Work contains other than domestic components. Applies in lieu of FAR 52.225-1.)

DFARS 252.225-7002 — QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2017)

DFARS 252.225-7004 — REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA – SUBMISSION AFTER AWARD (MAY 2019) (Applies if any part of this Contract, that could be performed inside the United States and Canada, will be performed outside the United States and Canada AND this Contract exceeds the threshold specified at DFARS 225.870-4(c)(2)(i)(A)(***1***), UNLESS this Contract is for commercial items, construction, ores, natural gas, utilities, petroleum products and crudes, timber (logs), or subsistence.)

DFARS 252.225-7007 — PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (DEC 2018) (Applies if Supplier is supplying items on the U.S. Munitions list or the 600 series of the Commerce Control List.)

DFARS 252.225-7008 — RESTRICTION ON ACQUISITION OF SPECIALTY METALS (MAR 2013) (Applies if this Contract exceeds the Simplified Acquisition Threshold and involves the delivery of specialty metals as end items to Flyer.)

DFARS 252.225-7009 — RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (DEC 2019) (Applies if the Work to be furnished contains specialty metals. Paragraph (d) is deleted.)

DFARS 252.225-7010 — COMMERCIAL DERIVATIVE MILITARY ARTICLE – SPECIALTY METALS COMPLIANCE CERTIFICATE (JUL 2009) (Applies if this Contract incorporates DFARS clause 252.225-7009. Note 1 applies.)

DFARS 252.225-7012 — PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2017)

DFARS 252.225-7013 — DUTY-FREE ENTRY (APR 2020) (Notes 1 and 2 apply in subparagraph (c). Applies in lieu of FAR 52-225-8. The prime contract number and identity of the Contracting Officer are contained elsewhere in this contract. If this information is not available, contact Flyer's Procurement Representative.)

DFARS 252.225-7015 — RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS (JUN 2005) (Applies if this Contract requires the delivery of hand or measuring tools.)

DFARS 252.225-7016 — RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JUN 2011) (Applies if this Contract requires the delivery of ball or roller bearings. Note 1 applies to subparagraph (a)(2).)

DFARS 252.225-7021 — TRADE AGREEMENTS (SEP 2019) (Applies in lieu of FAR 52.225-5 if the WTO Government Procurement Agreement applies (i.e., delivery includes end products listed at DFARS 225.401-70; value equals, or exceeds, $182,000; and no exception from FAR 25.401(a) applies).)

DFARS 252.225-7025 — RESTRICTION ON THE ACQUISITION OF FORGINGS (DEC 2009) (Notes 1 and 2 apply. Applies if this Contract is for forging items or for other items that contain forging items.)

DFARS 252.225-7027 — RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003) (The reference to the clause in paragraph (a) means FAR 52.203-5. The blank in paragraph (b)(1) is completed with "any foreign country." Subparagraph (b)(2) is deleted.)

DFARS 252.225-7028 — EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003)

DFARS 252.225-7030 — RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE (DEC 2006) (Applies if this Contract is for carbon, alloy, or armor steel plate described in paragraph (b) of the clause.)

DFARS 252.225-7031 — SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005) (Applies if Supplier is a foreign person and this Contract is for commercial items, unless an exception at DFARS 225.7603 applies or a waiver has been granted in accordance with DFARS 225.7604.)

DFARS 252.225-7033 — WAIVER OF UNITED KINGDOM LEVIES (APR 2003) (Applies if this Contract is with a United Kingdom firm and is anticipated to exceed $1 million. Note 2 applies. Note 1 applies to the second sentence of paragraph (a).)

DFARS 252.225-7036 — BUY AMERICAN – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM (DEC 2017) (Applies if this Contract is for commercial items listed at DFARS 225.401-70 and the estimated value equals or exceeds $25,000, but is less than $182,000, unless an exception applies. If applicable, applies in lieu of FAR 52.225-3.)

DFARS 252.225-7039 — DEFENSE CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES (JUN 2016) (Applies if this Contract will involve the performance of private security functions outside of the United States in areas designated in paragraph (b) of the clause.)

DFARS 252.225-7040 — CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (OCT 2015) (Applies if this Contract requires Supplier's personnel to support U.S. Armed Forces deployed outside the United States in the operations designated in paragraph (b)(1). If applicable, applies in lieu of FAR 52.225-19.)

DFARS 252.225-7041 — CORRESPONDENCE IN ENGLISH (JUN 1997) (Applies if this Contract will be performed wholly, or in part, in a foreign country.)

DFARS 252.225-7042 — AUTHORIZATION TO PERFORM (APR 2003) (Applies if this Contract will be performed wholly, or in part, in a foreign country.)

DFARS 252.225-7043 — ANTI-TERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015) (Applies where Supplier will be performing or traveling outside the U.S. under this Contract, unless Supplier is a foreign government, a representative of a foreign government, or a foreign corporation wholly

owned by a foreign government. For paragraph (c), see applicable information cited in DFARS 225.7401.)

DFARS 252.225-7048 — EXPORT-CONTROLLED ITEMS (JUN 2013)

DFARS 252.225-7052 — RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS AND TUNGSTEN (DEC 2019) (Applies unless an exception in paragraph (c) applies.)

DFARS 252.225-7980 — CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES AFRICA COMMAND AREA OF RESPONSIBILITY (DEVIATION 2016-O0008) (Applies in lieu of DFARS 252.225-7040 if this Contract requires Supplier's personnel to perform in the United States Africa Command (AFRICOM) area of responsibility.)

DFARS 252.225-7981 — ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS (OTHER THAN USCENTCOM) (DEVIATION 2015-O0016) (SEP 2015) (Applies if this Contract is valued at more than $50,000 and is to be performed outside the United States and its outlying areas, in support of a contingency operation in which members of the armed forces are actively engaged in hostilities, except for contracts that will be performed in the United States Central Command (USCENTCOM) theater of operations.)

DFARS 252.225-7987 — REQUIREMENTS FOR CONTRACTOR PERSONNEL PERFORMING IN USSOUTHCOM AREA OF RESPONSIBILITY (DEVIATION 2014-O0016) (OCT 2014) (Applies if this Contract requires performance in the USSOUTHCOM Area of Responsibility, unless the clause at DFARS 252.225-7040 applies.)

DFARS 252.226-7001 — UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (APR 2019) (Applies if this Contract exceeds $500,000. Note 2 applies to paragraph (c) the first time "Contracting Officer" appears.) In subparagraph (f)(1) "Contractor" shall mean "Flyer." Flyer shall have no liability to Supplier or any incentive payment under this clause unless and until the Government provides said incentive payment to Flyer.)

DFARS 252.225-7993 — PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (DEVIATION 2015-O0016) (SEP 2015) (Applicable to all subcontracts in excess of $50,000)

DFARS 252.227-7013 — RIGHTS IN TECHNICAL DATA – NONCOMMERCIAL ITEMS (FEB 2014) (Applies in lieu of FAR 52.227-14 if Supplier will be required to deliver to the Government technical data pertaining to noncommercial items or pertaining to commercial items for which the Government will have paid for any portion of the development costs. If this

Contract is for research, use this clause with its Alternate I. If this Contract is for commercial items that are for the development or delivery of a vessel design or any useful article embodying a vessel design, use this clause with its Alternate II.)

DFARS 252.227-7014 — RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014) (Applies in lieu of FAR 52.227-14 if Supplier will be required to deliver computer software or computer software documentation. If this Contract is for research, use this clause with its Alternate I, if included in the Prime Contract.)

DFARS 252.227-7015 — TECHNICAL DATA – COMMERCIAL ITEMS (FEB 2014) (Applies to commercial items delivered under this Contract.)

DFARS 252.227-7016 — RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)

DFARS 252.227-7018 — RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE – SMALL BUSINESS INNOVATION RESEARCH (SBIR) PROGRAM (FEB 2014) (Applies if any noncommercial technical data or computer software is to be obtained from Supplier for delivery to the Government under this Contract.)

DFARS 252.227-7019 — VALIDATION OF ASSERTED RESTRICTIONS – COMPUTER SOFTWARE (SEP 2016) (Applies if Supplier will be furnishing computer software to Flyer and/or the Government.)

DFARS 252.227-7025 — LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013) (For paragraph (c)(1), note 3 applies.)

DFARS 252.227-7026 — DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988) (Note 1 applies.)

DFARS 252.227-7027 — DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988) (Note 1 applies to the first sentence.)

DFARS 252.227-7028 — TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995) (The definitions for “contract” and “subcontract” shall not apply herein, except for the first reference to contract. Note 4 applies.)

DFARS 252.227-7030 — TECHNICAL DATA - WITHHOLDING OF PAYMENT (MAR 2000) (Notes 1 and 2 apply to (a); Note 4 applies to (b).)

DFARS 252.227·7037 — VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 2016) (Applies if this Contract requires the delivery of technical data.)

DFARS 252.227-7038 — PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (JUN 2012) (Applies if (1) Supplier is not small business or nonprofit organization subject to FAR 52.227-11, and (2) the Contract is for experimental, developmental, or research work.)

DFARS 252.227-7039 — PATENTS – REPORTING OF SUBJECT INVENTIONS (APR 1990) (Applies if FAR 52.227-11, FAR 52,227-13 or DFARS 252.227-7038 apply to this Contract.)

DFARS 252.229-7011 — REPORTING OF FOREIGN TAXES – U.S. ASSISTANCE PROGRAMS (SEP 2005) (Applies if the Prime Contract to which this Contract is related is funded with U.S. assistance appropriations provided in the annual foreign operations appropriations act and this Contract is for commodities and exceeds $500.)

DFARS 252.231-7000 — SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

DFARS 252.234-7002 — EARNED VALUE MANAGEMENT SYSTEM (MAY 2011) (Applies if this is a cost or incentive contract valued at $20,000,000 or if EVMS will be applied to this Contract in accordance with 48 CFR § 234.201(1)(iii). Note 3 applies. Paragraphs (i) and (j) are deleted. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.234-7003 — NOTICE OF COST AND SOFTWARE DATA REPORTING SYSTEM – BASIC (NOV 2014) (Applies if contract value equal to or greater than $5kooooooooo0 million. In paragraph (b), Note 1 applies. Use Alternate I if this Contract includes DFARS 252.234-7004 Alternate I.)

DFARS 252.234-7004 — COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2014) (Applies if this Contract's value exceeds $50 million. In paragraph (b), Note 1 applies. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.234-7004 ALT I — COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2014) (Applies if this Contract's value exceeds $20 million, but is not greater than $50 million, when so directed by the program manager with the approval of the OSD Deputy

Director, Cost Assessment. In paragraph (b), Note 1 applies. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.235-7003 — FREQUENCY AUTHORIZATION – BASIC (MAR 2014) (Applies if this Contract requires developing, producing, constructing, testing, or operating a device requiring a frequency authorization. Note 2 applies.)

DFARS 252.237-7010 — PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JUN 2013) (Applies if this Contract may require the Supplier to interact with detainees in the course of its duties.)

DFARS 252.237-7019 — TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES (JUN 2013) (Applies if this Contract may require the Supplier to interact with detainees in the course of its duties.)

DFARS 252.239-7010 — CLOUD COMPUTING SERVICES (OCT 2016) (Applies if this Contract involves, or may involve, cloud services.)

DFARS 252.239-7016 — TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991) (Applies if this Contract requires securing telecommunications. Does not apply for commercial items as defined in FAR 2.101.)

DFARS 252.243-7001 — PRICING OF CONTRACT MODIFICATIONS (DEC 1991) (Applies if this is a fixed price contract).

DFARS 252.243-7002 — REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012) (Note 1 applies. Does not apply for commercial items as defined in FAR 2.101.)

DFARS 252.244-7000 — SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)

DFARS 252.246-7003 — NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013) (Applies if this Contract is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. Supplier shall provide notifications to Flyer and the contracting officer identified to Supplier.)

DFARS 252.246-7007 — CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (AUG 2016) (Paragraphs(a) through (e) apply. In paragraph (c)(2) Note 3 applies. In paragraph (c)(6) Note 6 applies.)

DFARS 252.247-7023 — TRANSPORTATION OF SUPPLIES BY SEA – BASIC (FEB 2019) (Applies in lieu of FAR 52.247-64 if this Contract is for ocean transportation of supplies. In the first sentence of paragraph (g), insert a period after "Contractor" and delete the balance of the sentence. Paragraph (f) and (g) shall not apply if this Contract is at or below the Simplified Acquisition Threshold as defined by FAR 2.101. Notes 1 and 2 apply to paragraph (g).)

DFARS 252.249-7002 — NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (MAY 2019) (Applies if this Contract exceeds the threshold specified in DFARS 225.870-4(c)(2)(i)(C). Note 2 applies. Delete paragraph (d) (1) and the first five words of paragraph (d) (2).)

9. ADDITIONAL FAR/DFARS CLAUSES APPLICABLE TO COST-REIMBURSEMENT, TIME & MATERIAL, OR LABOR HOUR ORDERS WHERE THE END CUSTOMER IS THE UNITED STATES GOVERNMENT

FAR 52.204-21 — BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016) (Applies unless Supplier is furnishing commercially available off-the-shelf items.)

FAR 52.215-2 — AUDIT AND RECORDS-NEGOTIATION (OCT 2010) (Applies if this Contract exceeds $150,000. Note 3 applies. Alternate II applies if Supplier is an educational or non-profit institution.)

FAR 52.216-7 — ALLOWABLE COST AND PAYMENT (JUN 2013) (Note 1 applies except in except in paragraphs (a)(3) and (b)(1)(ii)(F) where note 3 applies. Note 2 applies except in paragraph (g) where note 7 applies. The blank in paragraph (a)(3) is completed with "the 30th" unless otherwise specified in this Contract. Paragraphs (a)(2), (b)(4), and (d)(4) are deleted. In paragraph (h) "six years" is changed to "5 years." The references to government entities in paragraph (d) are unchanged. Does not apply to labor hour contracts. For time and materials contracts, applies on to the material portion of the contract.)

FAR 52.216-8 — FIXED FEE (JUN 2011) (Applies only if this Contract includes a fixed fee. Notes 1 and 2 apply. Delete the last two sentences of the clause. Does not apply if this is a labor hour or time and materials contract.)

FAR 52.216-10 — INCENTIVE FEE (JUN 2011) (Applies only if this Contract includes an incentive fee. Notes 1 and 2 apply, except in paragraphs (e)(4)(v) and (e)(4)(vi) where "Government" is unchanged. Subparagraph (e)(4)(iv) and the last two sentences of paragraph (c)(2) are deleted. The amounts in paragraph (e) are set forth on the face of the Contract) Does not apply if this is a labor hour or time and materials contract.).

FAR 52.216-11 — COST CONTRACT - NO FEE (APR 1984) (Applies only if this Contract is placed on a cost reimbursement - no fee basis. Notes 1 and 2 apply. Does not apply if this is a labor hour or time and materials contract.)

FAR 52.222-2 — PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) (Insert Zero in the blank. Notes 2 and 3 apply.)

FAR 52.222-26 — EQUAL OPPORTUNITY (SEP 2016) (Note 8 applies.)

FAR 52.222-55 — MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015) (Applies if this Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and is to be performed in whole or in part in the United States. Note 2 applies.)

FAR 52.224-3 — PRIVACY TRAINING (JAN 2017) (Applies if Supplier will (1) have access to a system of records; (2) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (3) design, develop, maintain, or operate a system of records. In paragraph (d), Note 6 applies.)

FAR 52.225-8 — DUTY FREE ENTRY (OCT 2010) (Applies if Work will be imported into the Customs Territory of the United States. Note 2 applies.)

FAR 52.227-1 — AUTHORIZATION AND CONSENT (DEC 2007) (Applies only if the Prime Contract contains this clause.)

FAR 52.228-5 — INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (Applies if this Contract involves Work on a Government installation. Note 2 applies. Note 4 applies to paragraph (b). Unless otherwise specified by this Contract, the minimum kinds and amount of insurance shall be as described in FAR 28.307-2.)

FAR 52.232-7 — PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2012) (Applies if this is a labor hour or time and materials prime contract. Notes 1 and 2 apply. The third sentence of paragraph (a)(8) is deleted. In paragraph (f) "one

year" is changed to "six months," and in paragraph (g)(2) "6 years" is changed to "five years." Paragraphs (c) and (i) are deleted.)

FAR 52.232-20 — LIMITATION OF COST (APR 1984) (Applies if this is a fully funded cost reimbursement Contract. Notes 1 and 2 apply.)

FAR 52.232-22 — LIMITATION OF FUNDS (APR 1984) (Applies if this Contract is an incrementally funded cost reimbursement Contract. Notes 1 and 2 apply.)

FAR 52.243-3 — CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000) (Notes 1 and 2 apply. Applies if this is a labor hour or time and materials contract.)

FAR 52.246-3 — INSPECTION OF SUPPLIES - COST REIMBURSEMENT (MAY 2001) (Applies if this is a cost-reimbursement contract. Note 1 applies, except in paragraphs (b), (c), and (d) where Note 3 applies, and in paragraph (k) where the term is unchanged. In paragraph (e), change "60 days" to "120 days", and in paragraph (f) change "6 months" to "12 months".)

FAR 52.246-5 — INSPECTION OF SERVICES - COST REIMBURSEMENT (APR 1984) (Applies if this is a cost-reimbursement contract. Note 3 applies in paragraphs (b) and (c). Note 1 applies in paragraphs (d) and (e).)

FAR 52.246-6 — INSPECTION TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001) (Applies if this is a labor hour or time and material contract. In paragraphs (b), (c), (d), Note 3 applies; in paragraphs (e), (f), (g), (h), Note 1 applies.)

FAR 52.247-67 — SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006) (Applies is this is a cost reimbursement contract and transportation will be reimbursed as a direct charge to the Contract. Note 5 applies. Delete subparagraph (a)(2).) 22 of 22

FAR 52.249-6 — TERMINATION (COST-REIMBURSEMENT) (MAY 2004) (Notes 1 and 2 apply. Substitute "90 days" for "120 days" and "90-day" for "120-day" in paragraph (d). Substitute "180 days" for "1 year" in paragraph (f). In paragraph (j) "right of appeal", "timely appeal" and "on an appeal" shall mean the right to proceed under the "Disputes" clause of this Contract. Settlements and payments under this clause may be subject to the approval of the Contracting Officer. Alternate IV (SEP 1996) applies if this is a labor hour or time and materials contract.)

FAR 52.249-14 — EXCUSABLE DELAYS (APR 1984) (Note 2 applies except in paragraph (a)(2); Note 1 applies to (c). In (a)(2) delete “either” and “or contractual”.)

DFARS 252.204-7015 — NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016)

DFARS 252.226-7001 — UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004) (Applies if this Contract exceeds $500,000. Note 2 applies to paragraph (c) the first time “Contracting Officer” appears.) In subparagraph (f)(1) “Contractor” shall mean “Flyer.” Flyer shall have no liability to Supplier for any incentive payment under this clause unless and until the Government provides said incentive payment to Flyer.)

DFARS 252.227-7015 — TECHNICAL DATA -- COMMERCIAL ITEMS (FEB 2014) (Applies to commercial items delivered under this Contract.)

DFARS 252.227-7037 — VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 2016)

DFARS 252.235-7003 — FREQUENCY AUTHORIZATION - BASIC (MAY 2014) (Applies if this Contract requires developing, producing, constructing, testing, or operating a device requiring a frequency authorization. Note 2 applies.)

DFARS 252.246-7008 — SOURCES OF ELECTRONIC PARTS (DEC 2017) (Applies if this contract is for electronic parts or assemblies containing electronic parts, unless Supplier is the original manufacturer. Note 1 applies except in paragraph (d). Note 2applies.)