



MMA Space

Noncommercial Terms and Conditions 01 (T&C 01)

GENERAL PROVISIONS FOR SUBCONTRACTS/PURCHASE ORDERS FOR NON-COMMERCIAL PRODUCTS UNDER A U.S. GOVERNMENT PRIME CONTRACT (ALL AGENCIES)

1. ACCEPTANCE OF CONTRACT/TERMS AND CONDITIONS

- (a) This Contract integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the parties.
- (b) SELLER's acknowledgment, acceptance of payment, or commencement of performance shall constitute SELLER's unqualified acceptance of this Contract.
- (c) Unless expressly accepted in writing by MMA Space, additional or differing terms or conditions proposed by SELLER or included in SELLER's acknowledgment are objected to by MMA Space and have no effect.
- (d) The headings used in this Contract are inserted for the convenience of the parties and shall not define, limit, or describe the scope or the intent of the provisions of this Contract.

2. APPLICABLE LAWS

(a) This Contract and any matter arising out of or related to this Contract shall be governed by the laws of the State of Colorado, without regard to its conflicts of laws provisions, except that any provision in this Contract that is (i) incorporated in full text or by reference from the Federal Acquisition Regulations (FAR); or (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR or; (iii) that is substantially based on any such agency regulation or FAR provision, 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.

(b) SELLER, in the performance of this Contract, shall comply with all applicable local, state, and federal laws, orders, rules, regulations, and ordinances. Upon request by MMA Space, SELLER shall provide evidence of compliance with applicable local, state, and federal laws, orders, rules, regulations, and ordinances (including the place of production or performance of the Work or any part thereof). SELLER shall procure all licenses/permits, pay all fees, and other required charges and shall comply with all applicable guidelines and directives of any

local, state and/or federal governmental authority. SELLER, at its expense, shall provide reasonable cooperation to MMA Space in conducting any investigation regarding the nature and scope of any failure by SELLER or its personnel to comply with applicable local, state, and federal laws, orders, rules, regulations, and ordinances that may affect the performance of SELLER's obligations under this Contract.

(c) SELLER represents that each chemical substance constituting or contained in Work sold or otherwise transferred to MMA Space hereunder is, as applicable, on the Toxic Substances Control Act (TSCA) Chemical Substances inventory compiled by the United States the Environmental Protection Agency pursuant to TSCA (15 U.S.C. Sec. 2607(b)) as amended and implemented in 40 CFR Part 710; and is designated as "active" pursuant to the TSCA Inventory Notification Rule (codified by amendments to 40 CFR Part 710 effective August 11, 2017). SELLER shall make available to MMA Space all Safety Data Sheets for any material provided to MMA Space or brought or delivered to MMA Space or its customer's premises in the performance of this Contract, as required by applicable law such as the Occupational Safety and Health Act of 1970 and regulations promulgated thereunder.

(d) SELLER also represents that it will identify for every component or part of the Work, the chemical(s) present and any Chemical Abstract Services (CAS) Registry Number(s), or similar identifying classification such as generic name and accession number to ensure compliance with TSCA or other applicable chemical substance regulation. This information shall be provided by SELLER for itself and all sub-tier suppliers to MMA Space upon request.

(e) Equal Opportunity for Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA) Protected Veterans. (1) The clause at 41 CFR 60-300.5(a) is incorporated herein by reference. The clause applies if this Contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA. As used in the clause, "contractor" means "SELLER." This clause applies in addition to FAR 52.222-35 if included in this Contract. (2) MMA Space and SELLER shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

(f) Equal Opportunity for Workers with Disabilities. (1) The clause at 41 CFR 60-741.5 is incorporated herein by reference. The clause applies if this Contract is in excess of the threshold specified in FAR 22.1408(a) on the date of subcontract award unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended. As used in the clause, "contractor" means "SELLER." This clause applies in addition to FAR 52.222-36 if included in this Contract. (2) MMA Space and SELLER shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified



individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

3. DISPUTES

- (a) All disputes under this Contract that are not disposed of by mutual agreement may be decided by recourse to an action at law or in equity. Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of under or in connection with this Contract.
- (b) Until final resolution of any dispute hereunder, SELLER shall diligently proceed with the performance of this Contract as directed by MMA Space.

4. DEFINITIONS

The following terms shall have the meanings set forth below:

- (a) "Contract" means the instrument of contracting, such as "Purchase Order", "PO", "Subcontract", or other such type of designation, including these terms and conditions, all referenced documents, exhibits and attachments. If these terms and conditions are incorporated into a "master" agreement that provides for releases, (in the form of a Purchase Order or other such document) the term "Contract" shall also mean the Release document for the Work to be performed.
- (b) "FAR" means the Federal Acquisition Regulation, issued as Chapter 1 of Title 48, Code of Federal Regulations.
- (c) "MMA Space" means MMA Design LLC, dba MMA Space.
- (d) "MMA Space Procurement Representative" means a person authorized by MMA Space to administer and/or execute this Contract.
- (e) "SELLER" means the party identified on the face of this Contract with whom MMA Space is contracting.
- (f) "Work" means all required labor, articles, materials, supplies, goods, and services constituting the subject matter of this Contract.

5. INDEPENDENT CONTRACTOR RELATIONSHIP



SELLER is an independent contractor in all its operations and activities hereunder. The employees used by SELLER to perform Work under this Contract shall be SELLER's employees exclusively without any relation whatsoever to MMA Space.

6. PLACE OF PERFORMANCE

If SELLER intends to change the place of performance of Work under this Contract from the place(s) identified in SELLER's proposal, SELLER shall provide prior written notice to MMA Space. Notification of changes to the place of performance from within the United States to a location outside the United States shall be provided by SELLER to MMA Space at least six months in advance.

7. ASSIGNMENT

Any assignment of SELLER's Contract rights or delegation of SELLER's duties shall be void, unless prior written consent is given by MMA Space. Nevertheless, SELLER may assign rights to be paid amounts due, or to become due, to a financing institution if MMA Space is promptly furnished a signed copy of such assignment reasonably in advance of the due date for payment of any such amounts. Amounts assigned shall be subject to setoff or recoupment for any present or future claims of MMA Space against SELLER. MMA Space shall have the right to make settlements and/or adjustments in price without notice to any assignee financing institution.

8. CHANGE IN CONTROL OF SELLER

Prior to a potential change in control of SELLER and at least ninety (90) days prior to the proposed effectiveness of such change in control, SELLER will promptly notify MMA Space in writing thereof, and provide the identity of the potential new controlling party and information on such party and the transaction as MMA Space may request, consistent with applicable law and confidentiality restrictions.

9. COMMUNICATION WITH MMA Space CUSTOMER

SELLER shall not communicate with MMA Space's customer or higher tier customer in connection with this Contract, except as expressly permitted by MMA Space. This clause does not prohibit SELLER from communicating with the U.S. Government with respect to (1) matters SELLER is required by law or regulation to communicate to the Government, (2) fraud, waste, or abuse communicated to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information, (3) any matter for which this Contract, including a FAR or FAR Supplement clause included in this



Contract, provides for direct communication by SELLER to the Government, or (4) any material matter pertaining to payment or utilization.

10. CONTRACT DIRECTION

- (a) Only the MMA Space Procurement Representative has authority on behalf of MMA Space to make changes to this Contract. All amendments must be identified as such in writing and executed by the parties.
- (b) MMA Space engineering and technical personnel may from time-to-time render assistance or give technical advice or discuss or effect an exchange of information with SELLER's personnel concerning the Work hereunder. No such action shall be deemed to be a change under the "Changes" clause of this Contract and shall not be the basis for equitable adjustment.
- (c) Except as otherwise provided herein, all notices to be furnished by SELLER shall be in writing and sent to the MMA Space Procurement Representative.

11. ELECTRONIC CONTRACTING

The parties agree that if this Contract is transmitted electronically neither party shall contest the validity of this Contract, or any acknowledgement thereof, on the basis that this Contract or acknowledgement contains an electronic signature.

12. PRIORITY RATING

If this Contract contains a DPAS rating, this Contract is a "rated order" certified for national defense, emergency preparedness, and energy program use, and SELLER shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700).

13. COUNTERFEIT WORK

- (a) The following definitions apply to this clause:

"Counterfeit Work" means Work that is or contains unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used Work represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

"Suspect Counterfeit Work" means Work for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the Work part is authentic.

(b) SELLER shall not deliver Counterfeit Work or Suspect Counterfeit Work to MMA Space under this Contract.

(c) SELLER shall only purchase products to be delivered or incorporated as Work to MMA Space directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. SELLER may use another source only if (i) the foregoing sources are unavailable, (ii) SELLER's inspection and other counterfeit risk mitigation processes will be employed to ensure the authenticity of the Work, and (iii) SELLER obtains the advance written approval of MMA Space.

(d) SELLER shall maintain counterfeit risk mitigation processes in accordance with industry recognized standards and with any other specific requirements identified in this Contract.

(e) SELLER shall immediately notify MMA Space with the pertinent facts if SELLER becomes aware that it has delivered Counterfeit Work or Suspect Counterfeit Work. When requested by MMA Space, SELLER shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. SELLER, at its expense, shall provide reasonable cooperation to MMA Space in conducting any investigation regarding the delivery of Counterfeit Work or Suspect Counterfeit Work under this Contract.

(f) This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flowdown, or other provision included in this Contract addressing the authenticity of Work.

(g) In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, SELLER shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Contract. Notwithstanding any other provision in this Contract, SELLER shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation MMA Space's costs of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies MMA Space may have at law, equity or under other provisions of this Contract.

(h) SELLER shall include paragraphs (a) through (g) and this paragraph (h) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to MMA Space.



14. EXCESS QUANTITIES

Work shall not be supplied in excess of quantities specified in this Contract. SELLER shall be liable for handling charges and return shipment costs for any excess quantities.

15. FURNISHED PROPERTY

(a) MMA Space may, by written authorization, provide to SELLER property owned by either MMA Space or its customer (Furnished Property). Furnished Property shall be used only for the performance of this Contract.

(b) Title to Furnished Property shall remain in MMA Space or its customer. SELLER shall clearly mark (if not so marked) all Furnished Property to show its ownership.

(c) Except for reasonable wear and tear, SELLER shall be responsible for, and shall promptly notify MMA Space of, any loss or damage to Furnished Property. Without additional charge, SELLER shall manage, maintain, and preserve Furnished Property in accordance with applicable law, the requirements of this Contract and good commercial practice.

(d) At MMA Space's request, and/or upon completion of this Contract, SELLER shall submit, in an acceptable form, inventory lists of Furnished Property within 30 days, and shall deliver or make such other disposal as may be directed by MMA Space.

(e) The Government Property Clause contained in this Contract shall apply in lieu of paragraphs (a) through (d) above with respect to Government-furnished property, or other property to which the Government has title, or may take title under this Contract.

16. GRATUITIES/KICKBACKS

(a) SELLER 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 MMA Space supplier.

(b) By accepting this Contract, SELLER 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 USC 51-58), both of which are incorporated herein by this specific reference, except that paragraph (c)(1) of FAR 52.203-7 shall not apply.

17. EXPORT CONTROL

(a) SELLER shall comply with all applicable U.S. export control laws and economic sanctions laws and regulations, specifically including but not limited to the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120 et seq.; the Export Control Reform Act of 2018; the Export

Administration Regulations, 15 C.F.R. 730-774; and the Foreign Assets Control Regulations, 31 C.F.R. 500-598 (collectively, "Trade Control Laws").

(b) SELLER shall notify MMA Space if any deliverable under this Contract is restricted by applicable Trade Control Laws. Before providing MMA Space any item or data controlled under any of the Trade Control Laws, SELLER shall provide in writing to the MMA Space Procurement Representative the export classification of any such item or controlled data (i.e. the export classification under the EAR, ITAR, EU List of Dual Use Items and Technology, Wassenaar Arrangement's List of Dual-Use Goods and Technologies or other applicable export control list) and shall notify the MMA Space Procurement Representative in writing of any changes to the export classification information of the item or controlled data. SELLER represents that an official authorized to bind the SELLER has determined that the SELLER or the designer, manufacturer, supplier or other source of the Work has properly determined their export classification.

(c) SELLER shall not export, re-export, transfer, disclose or otherwise provide or make accessible MMA Space's technical data and/or hardware controlled by Trade Control Laws ("Export Controlled Information") to any persons, or entities not authorized to receive or have access to the data, services and/or hardware, including third country/dual national employees, lower-tier subcontractors and sub-licensees, or modify or divert such Export Controlled Information to any military application unless SELLER receives advance, written authorization from MMA Space and verification of any required export authorization is in place. SELLER shall not provide a defense service as defined by the Trade Control Laws using any or all of MMA Space's technical data and/or hardware. Upon MMA Space's request, SELLER shall demonstrate to MMA Space reasonable satisfaction, SELLER's and SELLER's lower-tier subcontractors' compliance with this clause and all Trade Control Laws. To the extent SELLER's Work provided under this Contract include packing, labeling, processing, and/or handling exports for MMA Space, SELLER shall maintain an auditable process that assures accurate packing, labeling, processing, and handling of such exports. SELLER shall also promptly notify MMA Space if it becomes aware of any failure by SELLER or SELLER's lower-tier subcontractors to comply with this clause and shall cooperate with MMA Space in any investigation of such failure to comply.

(d)(1) SELLER hereby represents that neither SELLER nor any parent, subsidiary, affiliate, employee, or sublicensee or lower tier supplier of SELLER (i) are located within an ITAR §126.1 listed country, nor (ii) are included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department's Bureau of Industry and Security ("BIS"), the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defense Trade Controls or the consolidated list of asset

freeze targets designated by the United Nations, European Union, and United Kingdom (collectively, "Restricted Party Lists").

(d)(2) SELLER further represents that it shall immediately notify the MMA Space Procurement Representative if SELLER's status changes with respect to any of the foregoing.

(e) In the event of an anticipated change in control of SELLER involving a non-U.S. person or entity, SELLER shall provide MMA Space with notice at least 90 days prior to the effectiveness of such change of control consistent with applicable law and confidentiality restrictions.

(f) If SELLER is engaged in the business of exporting manufacturing (whether exporting or not) or brokering defense articles or furnishing defense services, SELLER represents that it is and will continue to be registered with the Directorate of Defense Trade Controls, as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR.

(g) Upon completion of performance of this Contract, SELLER and its lower-tier subcontractors shall as directed by MMA Space, return or destroy all export controlled technical data, technology, hardware or other items. SELLER shall provide a certificate of destruction for all destroyed items.

(h) SELLER shall include paragraphs (a) through (g) and this paragraph (h) of this clause or equivalent provisions in lower-tier subcontracts for the delivery of items that will be included in or delivered as Work to MMA Space. SELLER shall immediately notify MMA Space upon learning that any lower-tier subcontractor with which it engages has become listed on the Restricted Parties List.

(i) SELLER shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorney's fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of SELLER, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.

18. IMPORTER OF RECORD

(This clause applies only if this Contract involves importation of Work into the United States.)

(a) SELLER understands that the Work may be, either now or in the future, subject to one or more trade remedy proceedings (e.g., anti-dumping, countervailing duty, safeguard) in the United States, which may result in the imposition of additional duties or other charges or quantitative restrictions on the imported goods. If any such proceedings are initiated, SELLER shall, at MMA Space's request, cooperate fully with MMA Space and with requests for

information from the competent government authorities in the United States. SELLER further understands and agrees that such cooperation may require it to provide confidential sales and cost information to the competent authorities so that they can calculate the amount of the duty or other charge on the goods.

(b) At all times before, during, or after the initiation of a trade remedy proceeding in the United States or another country, SELLER shall take all available steps necessary to minimize (1) the risk that additional duties or other charges may be imposed on its goods sold to MMA Space and (2) the amount of such duties or charges. SELLER warrants that there are no additional duties or other charges (e.g., antidumping duties, countervailing duties, safeguard duties) covering the Work, so long as the Work is (1) sold before the date of publication of the official government notice that imposes additional duties or other charges (i.e., the "antidumping duty order"); and (2) exported before the date of publication of the final determination of the Department of Commerce concluding the investigation phase of the antidumping proceeding. The purpose of this provision is to comply with U.S. regulation 19 C.F.R. § 351.402(f) (2013). MMA Space may terminate the agreement without liability to SELLER if additional duties or other charges are imposed on the goods produced or exported by SELLER.

(c) Unless this Contract expressly states that MMA Space is designated as the importer of record, SELLER agrees that:

(1) MMA Space will not be a party to the importation of Works, the transaction(s) represented by this Contract will be consummated after importation, and SELLER shall neither cause nor permit MMA Space's name to be shown as "Importer Of Record" on any customs declaration Temporary or Import Bond; and

(2) Upon request and where applicable, SELLER shall provide to MMA Space, Customs Form 7501 entitled "Customs Entry", properly executed.

19. INDEMNITY

SELLER shall defend, indemnify, and hold harmless MMA Space, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Contract.

20. INFORMATION ASSURANCE

(a) Information provided by MMA Space to SELLER remains the property of MMA Space. SELLER shall comply with the terms of any proprietary information agreement with MMA Space and comply with all proprietary information markings and restrictive legends applied by MMA Space to anything provided hereunder to SELLER. SELLER shall not use any MMA Space provided information for any purpose except to perform this Contract and shall not disclose such information to third parties without the prior written consent of MMA Space. SELLER shall maintain data protection processes and systems sufficient to adequately protect MMA Space provided information and comply with any law or regulation applicable to such information.

(b) If SELLER becomes aware of any compromise of information used in the performance of this Contract or provided by MMA Space to SELLER, its officers, employees, agents, suppliers, or subcontractors (an "Incident"), SELLER shall take appropriate immediate actions to investigate and contain the Incident and any associated risks, including notification within seventy-two (72) hours to MMA Space after learning of the Incident. As used in this clause, "compromise" means that information has been exposed to unauthorized access, inadvertent disclosure, known misuse, loss, destruction, or alteration other than as required to perform the Work. SELLER shall provide reasonable cooperation to MMA Space in conducting any investigation regarding the nature and scope of any Incident. Any costs incurred in investigating or remedying Incidents shall be borne by SELLER.

(c) Any MMA Space provided information identified as proprietary or subject to restrictions on public disclosure by law or regulation shall be encrypted (i) if transmitted via the Internet, or (ii) during electronic storage if potentially accessible by the Internet or otherwise by non-authorized users.

(d) The provisions set forth above are in addition to and do not alter, change or supersede any obligations contained in a proprietary information agreement between the parties.

(e) DFARS 252.204-7012 applies to covered defense information if said clause is included in this Contract.

21. INFORMATION OF SELLER

(a) SELLER shall provide MMA Space with all information and documentation as may be reasonably required for MMA Space to receive the benefit of the Contract.

(b) SELLER shall not provide any proprietary information to MMA Space without prior execution of a proprietary information agreement by the parties.

22. INSURANCE

(a) SELLER and its subcontractors shall maintain for the performance of this Contract the following insurances:

- (1) Workers' compensation insurance meeting the statutory requirements where Work will be performed;
- (2) Employer's liability (EL) in the amount of \$1 million per each accident or per each employee for disease;
- (3) Commercial general liability (CGL) including Products Liability and Completed Operations liability in the amount of \$1 million per occurrence and \$2 million in the aggregate annually, or in such higher amounts as MMA Space may require;
- (4) Automobile liability (AL) insurance covering third party bodily injury and property damage with a minimum of \$1 million per occurrence limit, or in such higher amounts as MMA Space may require; and
- (5) Such other insurance as MMA Space may require.

(b) SELLER shall provide MMA Space thirty (30) days advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of SELLER's required insurance, provided however such notice shall not relieve SELLER of its obligations to maintain the required insurance. SELLER shall have its' insurers name MMA Space as an additional insured on the CGL and AL policies for the duration of this Contract. If requested, SELLER shall provide a "Certificate of Insurance" evidencing SELLER's compliance with these requirements. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of MMA Space and is not contributory with any insurance which MMA Space may carry. "Subcontractor" as used in this clause shall include SELLER's subcontractors at any tier. SELLER's obligations herein for procuring and maintaining insurance coverage are freestanding and are not affected by any other language in this Contract.

23. INTELLECTUAL PROPERTY

(a) SELLER warrants that the Work performed or delivered under this Contract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Except to the extent that the U.S. Government assumes liability therefor, SELLER shall defend, indemnify, and hold harmless MMA Space, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs, arising out of any action by a third party that is based upon a claim that the Work

performed or delivered under this Contract infringes or otherwise violates the intellectual property rights of any person or entity.

(b) SELLER's obligations under paragraph (a) above shall not apply to the extent FAR 52.227-1 "Authorization and Consent" applies to a Prime Contract for infringement of a U.S. patent and a Prime Contractor and its customers are not subject to any actions for claims, damages, losses, costs, and expenses, including reasonable attorney's fees by a third party.

(c) In addition to the Government's rights in data and inventions, SELLER agrees that MMA Space, in the performance of its higher tier contract obligations, shall have an unlimited, irrevocable, paid-up, royalty-free right to (1) make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, transfer computer software to the Government and the Government's end customer, and prepare derivative works, based upon any and all, inventions, discoveries, improvements, maskworks and patents as well as any and all data, copyrights, reports, and works of authorship, conceived, developed, generated or delivered in performance of this Contract, and (2) authorize others to do any, some or all of the foregoing.

(d) Items delivered under this Contract 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 MMA Space's customers.

(e) The tangible medium storing copies of all reports, memoranda or other materials in written form including machine readable form, prepared by SELLER and furnished to MMA Space pursuant to this Contract shall become the sole property of MMA Space. Nothing in this paragraph (e) assigns ownership of SELLER's intellectual property included on such medium to MMA Space.

(f) No other provision in this Contract, including but not limited to the Indemnity clause, shall be construed to limit the liabilities or remedies of the parties under this clause.

24. PACKING AND SHIPMENT

(a) Unless otherwise specified, all Work is to be packed in accordance with good commercial practice.

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

(c) Unless otherwise specified, delivery shall be FOB Place of Shipment.

25. PARTS OBSOLESCENCE

MMA Space may desire to place additional orders for Work purchased hereunder. SELLER shall provide MMA Space with a "Last Time Buy Notice" at least twelve (12) months prior to any action to discontinue any Work purchased under this Contract.

26. PAYMENTS, TAXES, AND DUTIES

(a) Unless otherwise provided, terms of payment shall be net thirty (30) days from latest of the following: (1) MMA Space's receipt of SELLER's proper invoice; (2) scheduled delivery date of the Work; or (3) actual delivery of the Work at the final destination.

(b) Each payment made shall be subject to reduction to the extent of amounts which are found by MMA Space or SELLER not to have been properly payable, and shall also be subject to reduction for overpayments. SELLER shall promptly notify MMA Space of any such overpayments and remit the amount of the overpayment except as otherwise directed by MMA Space.

(c) MMA Space shall have a right of setoff against payments due or at issue under this Contract or any other Contract between the parties.

(d) Payment shall be deemed to have been made as of the date of mailing MMA Space's payment.

(e) Unless otherwise specified, prices include all applicable federal, state, and local taxes, duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately on the invoice.

27. PRECEDENCE

Any inconsistencies in this Contract shall be resolved in accordance with the following descending order of precedence: (1) face of the Purchase Order and/or Task Order, release document, or schedule (including any continuation sheets), as applicable, including any special terms and conditions; (2) this General Provisions document and any supplementary documents invoked in this Contract; and (3) the Statement of Work.

28. QUALITY CONTROL SYSTEM

(a) SELLER shall support MMA Space to comply with all quality requirements identified in this Contract.

(b) Records of all quality control inspection work by SELLER shall be kept complete and available to MMA Space and its customers.

29. QUALITY CLAUSES

Q001 -Quality System Requirements

Q001A - AS9100 Quality Certification

Q001B - ISO9001 Quality Certification

Q001C - NADCAP Quality Certification

This is a concise reference for Quality Clauses used on MMA Space purchase orders. Each clause aligns with AS9100D requirements and MMA QMS procedures.

Q102 - Manufacturer Certificate of Conformance

Provide a CoC with part number, revision, lot/serial, quantity, and statement of conformance.

Q103 - CoC with Raw Material Certifications

Provide CoC plus raw material certifications (e.g., MTRs) traceable to the delivered parts.

Q104 - First Article Inspection

FAI required per AS9102 for first runs or after major design/process changes; submit with shipment.

Q105 - Acceptance Test Reports

Provide test results that demonstrate conformance to specified acceptance criteria.

Q106 - Dimensional Inspection

Provide dimensional inspection report with drawing characteristics and tolerances verified.

Q200 - Counterfeit Parts Prevention

Maintain a plan to prevent, detect, and control counterfeit parts; report any suspect items.

Q201 - EEE Component Procurement Requirements

EEE Component Procurement Requirements ensure that all electrical, electronic, and electromechanical parts are sourced from approved suppliers with full traceability, and counterfeit prevention controls.

Q300 - FOD Control



Maintain FOD prevention controls; verify product is free of FOD prior to shipment.

30. RELEASE OF INFORMATION

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

31. RETENTION OF RECORDS

Unless a longer period is specified in this Contract or by law or regulation, SELLER shall retain all records related to this Contract for four (4) years from the date of final payment received by SELLER. Records related to this Contract include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records. At no additional cost, SELLER shall timely provide access to such records to the US Government and/or MMA Space upon request.

32. SELLER BUSINESS SYSTEMS

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

33. SEVERABILITY

Each clause, paragraph and subparagraph of this Contract is severable, and if one or more of them are declared invalid, the remaining provisions of this Contract will remain in full force and effect.

34. SURVIVABILITY

All rights, obligations, and duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of this Contract, including but not limited to warranties, indemnifications, intellectual property (including rights to and protection of intellectual property and proprietary information), and product support obligations shall survive the expiration or termination of this Contract.

35. TIMELY PERFORMANCE

- (a) SELLER's timely performance is a critical element of this Contract.
- (b) SELLER shall provide MMA Space status of performance of this Contract when requested. In addition, if SELLER becomes aware of an impending labor dispute involving SELLER or any lower tier subcontractor, or any other difficulty in performing the Work, SELLER shall timely notify MMA Space, in writing, giving pertinent details. These notifications shall not change any delivery schedule.
- (c) In the event of a termination for convenience or change, no claim will be allowed for any manufacture or procurement in advance of SELLER's normal flow time unless there has been prior written consent by MMA Space.

36. TRAVEL COSTS

All travel incurred by SELLER in the performance of this Contract is included within the Contract price and shall not be separately reimbursed by MMA Space.

37. USE OF DELIVERABLE TECHNICAL DATA AND COMPUTER SOFTWARE

- (a) This clause applies only to technical data or computer software delivered by SELLER to MMA Space under this Contract.
- (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 applicable U.S. Government agency acquisition clauses incorporated into this Contract. SELLER shall not deliver technical data or computer software that contains Nonconforming Markings. On behalf of the Government, MMA Space may notify SELLER of such a Nonconforming Marking. If SELLER fails to remove or correct such marking within sixty (60) days after such notification, MMA Space may, notwithstanding any other provision of this Contract, ignore or, at SELLER's expense, remove or obliterate any such Nonconforming Marking as may be on technical data or computer software delivered by SELLER.

38. WAIVERS, APPROVALS, AND REMEDIES

- (a) Failure by either party to enforce any of the provisions of this Contract or applicable law shall not constitute a waiver of the requirements of such provisions or law, or as a waiver of the right of a party thereafter to enforce such provision or law.
- (b) MMA Space's approval of documents shall not relieve SELLER of its obligation to comply with the requirements of this Contract.

(c) The rights and remedies of either party in this Contract are cumulative and in addition to any other rights and remedies provided by law or in equity.

39. WARRANTY

SELLER warrants that all Work furnished pursuant to this Contract shall strictly conform to applicable specifications, drawings, samples, descriptions, and other requirements of this Contract and be free from defects in design, material, and workmanship. This warranty shall begin upon final acceptance and extend for a period of one (1) year. If any nonconforming Work is identified within the warranty period, SELLER, at MMA Space's option, shall promptly repair, replace, or reperform the Work. Transportation of replacement Work, return of nonconforming Work, and reperformance of Work shall be at SELLER's expense. All warranties shall run to MMA Space and its customers.

40. WORK ON MMA Space AND THIRD-PARTY PREMISES

(a) "Premises" as used in this clause means premises of MMA Space, its customers, or other third parties where Work is being performed.

(b) SELLER shall ensure that SELLER personnel working on Premises comply with any on-premises policies and: (i) do not bring weapons of any kind onto Premises; (ii) do not manufacture, sell, distribute, possess, use or be under the influence of controlled substances or alcoholic beverages while on Premises; (iii) do not possess hazardous materials of any kind on Premises without MMA Space's authorization; (iv) remain in authorized areas only; and (v) follow instruction from MMA Space in the event of an actual or imminent safety or environmental hazard on Premises.

(c) All persons, property, and vehicles entering or leaving Premises are subject to search.

(d) SELLER shall promptly notify MMA Space and provide a report of any accidents or security incidents involving loss of or misuse or damage to MMA Space, customer, or third party intellectual or physical assets, and all physical altercations, assaults, or harassment.

(e)(1) Prior to entry on Premises, SELLER shall coordinate with MMA Space to gain access. SELLER shall provide information reasonably required by MMA Space to ensure proper identification of personnel, including, but not limited to verification of citizenship, lawful permanent resident status, protected individual or other status.

(e)(2) SELLER personnel requiring access to Premises shall, prior to entry, be screened by SELLER at no charge to MMA Space.

(f) Violation of this clause may result in termination of this Contract in addition to any other remedy available to MMA Space at law or in equity. SELLER shall reimburse MMA Space,



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customer, or third party for any unauthorized use of MMA Space, customer, or third party assets.

(g) SELLER shall advise the MMA Space Procurement Representative of any unauthorized direction or course of conduct.

(h) SELLER shall immediately report to MMA Space all emergencies (e.g., medical, fire, spills or release of any hazardous material) and non-emergency incidents (e.g., job-related injuries or illnesses) affecting the Work. SELLER shall provide MMA Space with a copy of any reports of such incidents SELLER makes to governmental authorities.