



MMA Space

Commercial Terms and Conditions 02 (T&C 02)

GENERAL PROVISIONS FOR SUBCONTRACTS/PURCHASE ORDERS FOR COMMERCIAL PRODUCTS

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. 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.

(b) 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.

(c) 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.

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. DEFAULT

(a) MMA SPACE, by written notice, may terminate this Contract for default, in whole or in part, if SELLER (i) fails to comply with any of the terms of this Contract; (ii) fails to make progress so as to endanger performance of this Contract; (iii) fails to provide adequate assurance of future performance; (iv) files or has filed against it a petition in bankruptcy; or (v) becomes insolvent or suffers a material adverse change in financial condition. SELLER shall have ten (10) days (or such longer period as MMA Space may authorize in writing) to cure any such failure after receipt of notice from MMA Space. Default involving delivery schedule delays, bankruptcy or adverse change in financial condition shall not be subject to the cure provision.

(b) Following a termination for default of this Contract, SELLER shall be compensated only for Work actually delivered and accepted. MMA Space may require SELLER to deliver to MMA Space any supplies and materials, manufacturing materials, and manufacturing drawings that SELLER has specifically produced or acquired for the terminated portion of this Contract. MMA Space and SELLER shall agree on the amount of payment for these other deliverables.



(c) Upon the occurrence and during the continuation of a default, MMA Space may exercise any and all rights and remedies available to it under applicable law and equity, including without limitation, cancellation of this Contract. If after termination for default under this Contract, it is determined that SELLER was not in default, such termination shall be deemed a termination for convenience.

(d) SELLER shall continue all Work not terminated or cancelled.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

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. CHANGES

(a) The MMA Space Procurement Representative may at any time, by written notice, and without notice to sureties or assignees, make changes within the general scope of this Contract in any one or more of the following: (i) drawings, designs, or specifications; (ii) method of shipping or packing; (iii) place of inspection, acceptance, or point of delivery; and (iv) delivery schedule.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of this Contract, MMA Space shall make an equitable adjustment in the Contract price and/or delivery schedule, and modify this Contract accordingly. Changes to the delivery schedule will be subject to a price adjustment only.

(c) SELLER must assert its right to an equitable adjustment under this clause within thirty (30) days from the date of receipt of the written change order from MMA Space. If SELLER's proposed equitable adjustment includes the cost of property made obsolete or excess by the change, MMA Space shall have the right to prescribe the manner of disposition of the property.

(d) Failure to agree to any adjustment shall be resolved in accordance with the "Disputes" clause of this Contract. However, nothing contained in this "Changes" clause shall excuse SELLER from proceeding without delay in the performance of this Contract as changed.

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. New Materials

The Work to be delivered hereunder shall consist of new materials, not used, or reconditioned, remanufactured, or of such age as to impair its usefulness or safety.

15. 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.

16. 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.

17. GRATUITIES/KICKBACKS

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.

18. 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) Where SELLER is a party to or signatory under a MMA Space Technical Assistance Agreement (TAA) or Manufacturing License Agreement (MLA), license exception or license exemption, collectively, "Export Authorization," SELLER shall provide prompt notification to the MMA Space Procurement Representative in the event of (1) changed circumstances including, but not limited to, ineligibility, a violation or potential violation of the ITAR or other applicable governmental restrictions, and the initiation or existence of a U.S. Government investigation, that could affect SELLER's performance under this Contract, or (2) any change by SELLER that might require MMA Space to submit an amendment to an existing Export Authorization or request a new or replacement Export Authorization. SELLER shall provide to MMA Space all information and documentation as may reasonably be required for MMA Space to prepare and submit any required export license applications. Delays on SELLER's part to submit the relevant information for export authorizations shall not constitute an excusable delay under this Contract.

(h) 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.

(i) 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.

(j) 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.

19. 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.

20. 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.

21. 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 remediating 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) This subparagraph applies when SELLER personnel are required to have access to MMA Space information systems to perform the Work. SELLER represents and warrants that it will only assign personnel to perform such Work: (1) to the extent it is necessary to perform the Work under the Contract; and (2) who have passed a background screening investigation which ensures the personnel have met standards evidencing a degree of trustworthiness appropriate to granting the personnel access to proprietary or other forms of sensitive data. SELLER will promptly notify MMA Space if, at any time during Contract performance, the data supporting an approval or clearance for access to MMA Space information systems becomes outdated, superseded, or inaccurate for any reason. In the event Contract requirements include that SELLER personnel have access to information provided by or on behalf of MMA



Space to SELLER that is subject to additional security access requirements (e.g., classified information, special access, etc.) then SELLER agrees that its personnel shall undergo additional background screening conducted by or on behalf of MMA Space Security, if needed. Additionally, SELLER shall furnish MMA Space Security with all data as MMA Space may reasonably require is necessary to obtain or verify clearance for the personnel to be able to access such information.

(e) Work That Utilizes Artificial Intelligence Technology. *Artificial Intelligence (AI) Technology* is defined as technology that enables computers and machines to simulate human intelligence and problem-solving capabilities, including machine learning and generative artificial intelligence technologies such as large language models, chatbots, and other technologies that generate text, images, videos, or other content using generative models.

(1) In no event shall SELLER exploit information provided by or on behalf of MMA Space to train, use, or input into any AI Technology except when and to the extent, in accordance with subpart (a), such training, use, or input is a requirement of the Contract. Even where it is a requirement of the Contract, in no event shall SELLER train, use or input Export Controlled Information included in the information provided by or on behalf of MMA Space in its AI Technology.

(2) Where SELLER will use and/or deliver AI Technology, SELLER represents and warrants that: (A) it has proper license rights to use and/or provide and enable MMA Space the right to use the AI Technology to lawfully fulfill obligations under the Contract, or otherwise owns the AI Technology; (B) it will not use any AI Technology in violation of the Contract, and (C) any such delivery and/or use of AI Technology complies with all applicable laws and regulations governing the creation and use of AI Technology. In no event shall MMA Space Information



be exposed to any open source or other third-party license terms that may require the disclosure, modification, or distribution of the Information.

(3) Upon MMA Space's request, SELLER shall furnish information detailing the traceability of AI generated content, including source content where the AI generated content is created by the AI Technology under the Contract.

(f) 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.

22. 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) Where computer software is a deliverable of the Work or is otherwise embedded in the Work, SELLER shall provide the title(s), version(s), type(s) and licenses for the software (including any third-party software components) as soon as practicable but no later than at the time of delivery.

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

23. INSPECTION AND ACCEPTANCE

(a) MMA Space and its customer may inspect all Work at reasonable times and places, including, when practicable, during manufacture and before shipment. SELLER shall provide all information, facilities, and assistance necessary for safe and convenient inspection without additional charge.

(b) No such inspection shall relieve SELLER of its obligations to furnish and warrant all Work in accordance with the requirements of this Contract. MMA Space's final inspection and acceptance shall be at destination.

(c) If SELLER delivers non-conforming Work, MMA Space may, in addition to any other remedies available at law or at equity: (i) accept all or part of such Work at an equitable price reduction; or (ii) reject such Work; or (iii) require SELLER, at SELLER's cost, to make all repairs, modifications, or replacements at the direction of MMA Space necessary to enable such Work to comply in all respects with Contract requirements.

(d) SELLER shall not re-tender rejected Work without disclosing the corrective action taken.

24. 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.

25. INTELLECTUAL PROPERTY

Paragraph (a) is NOT applicable for commercial off-the-shelf Work unless such Work is modified or redesigned pursuant to this Contract.

(a) SELLER agrees that MMA Space shall be the owner of all inventions, technology, designs, works of authorship, mask works, technical information, computer software, business information and other information conceived, developed or otherwise generated in the performance of this Contract by or on behalf of SELLER. SELLER hereby assigns and agrees to assign all right, title, and interest in the foregoing to MMA Space, including without limitation all copyrights, patent rights and other intellectual property rights therein and further agrees



to execute, at MMA Space's request and expense, all documentation necessary to perfect title therein in MMA Space. SELLER shall maintain and disclose to MMA Space written records of, and otherwise provide MMA Space with full access to, the subject matter covered by this clause and that all such subject matter will be deemed information of MMA space and subject to the protection provisions of the clause entitled "Information Assurance." SELLER shall assist MMA Space, at MMA Space's request and expense, in every reasonable way, in obtaining, maintaining, and enforcing patent and other intellectual property protection on the subject matter covered by this clause

(b) 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. 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.

(c) To the extent that any pre-existing inventions, technology, designs, works of authorship, mask works, technical information, computer software, and other information or materials are used, included, or contained in the Work or deliverable items and not owned by MMA Space pursuant to this or a previous agreement with SELLER, SELLER grants to MMA Space an irrevocable, nonexclusive, world-wide, royalty-free license to: (i) make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, transfer computer software, and prepare derivative works based upon, such pre-existing inventions, technology, designs, works of authorship, mask works, technical information, computer software, and other information or materials and derivative works thereof; and (ii) authorize others to do any, some or all of the foregoing.

(d) 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.

(e) 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.



26. 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 Destination.

27. 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.
- (f) Notwithstanding any other provision in this Contract, MMA Space reserves the right to suspend payments (partially or in whole) until SELLER delivers conforming Work in accordance with the contract delivery schedule. MMA Space also reserves the right to reduce payments in the amount of any financial impacts incurred by MMA Space due to SELLER's failure to deliver conforming Work in accordance with the contract delivery schedule. In the event of a disagreement regarding the price reduction or suspension of payment, the issue shall be resolved in accordance with the "Disputes" clause of this Contract; however, nothing contained herein shall excuse SELLER from completing performance in accordance with the requirements of this Contract.



28. 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.

29. QUALITY CONTROL SYSTEM

(a) SELLER shall utilize MMA Space Quality Control System and 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.

30. 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.

31. 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.

32. 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.

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. STOP WORK

(a) SELLER shall stop Work for up to ninety (90) days in accordance with any written notice received from MMA Space, or for such longer period of time as the parties may agree and shall take all reasonable steps to minimize the incurrence of costs allocable to the Work during the period of Work stoppage.

(b) Within such period, MMA Space shall either terminate in accordance with the provisions of this Contract or continue the Work by written notice to SELLER. In the event of a continuation, an equitable adjustment in accordance with the principles of the "Changes" clause shall be made to the price, delivery schedule, or other provision(s) affected by the Work stoppage, if applicable, provided that the claim for equitable adjustment is made within thirty (30) days after date of notice to continue.

37. TERMINATION FOR CONVENIENCE

(a) MMA SPACE reserves the right to terminate this Contract, or any part hereof, for its convenience. MMA Space shall terminate by delivering to SELLER a Notice of Termination specifying the extent of termination and the effective date. In the event of such termination, SELLER shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this Contract, SELLER



shall be paid a percentage of the Contract price reflecting the percentage of the Work performed prior to the notice of termination, plus reasonable charges SELLER can demonstrate to the satisfaction of MMA Space using its standard record keeping system have resulted from the termination. SELLER shall not be paid for any Work performed or costs incurred which reasonably could have been avoided.

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

(c) SELLER shall continue all Work not terminated.

38. 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.

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

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

(b) SELLER shall disclose to MMA Space in writing any FLOSS that will be used or delivered in connection with this Contract and shall obtain MMA Space's prior written consent before using or delivering such FLOSS in connection with this Contract. MMA Space may withhold such consent in its sole discretion.

(c) As used herein, "FLOSS License" means the General Public License (GPL), Lesser/Library GPL, (LGPL), the Affero GPL (APL), 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 without limitation licenses referred to as "Free Software License", "Open Source License", "Public License", or "GPL Compatible License."

(d) As used herein, "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 MMA Space 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.

(e) SELLER shall defend, indemnify, and hold harmless MMA Space, its customers and suppliers from and against any claims, damages, losses, costs, and expenses, including reasonable attorney's fees, relating to use in connection with this Contract or the delivery of FLOSS. 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 for the use of FLOSS in connection with this Contract or for the delivery of FLOSS under this Contract.

40. 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.

41. 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.

42. 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) SELLER shall ensure that SELLER personnel: (i) do not remove MMA Space, customer, or third party assets from Premises without MMA Space authorization; (ii) use MMA Space, customer, or third party assets only for purposes of this Contract; (iii) only connect with, interact with or use computer resources, networks, programs, tools or routines authorized by MMA Space; and (iv) do not share or disclose user identifiers, passwords, cipher keys or computer dial port telephone numbers. MMA Space may periodically audit SELLER's data residing on MMA Space, customer, or third party assets on Premises.

(g) MMA Space may, at its sole discretion, have SELLER remove any specified employee of SELLER from Premises and require that such employee not be reassigned to any Premises under this Contract.

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

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

(j) 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.