

The requirements set forth in this Solicitation Attachment are in addition to and not in place of Buyer's requirements identified elsewhere in the request for quotation (RFQ) or request for proposal (RFP) (hereinafter collectively referred to as the "Solicitation") you receive from Buyer. Any Purchase Order awarded as a result of the Solicitation shall at a minimum contain the following standard terms and conditions:

THE FOLLOWING EMPIRICAL SYSTEMS AEROSPACE, INC. ("ESAERO" OR "BUYER") TERMS AND CONDITIONS AND PURCHASE ORDER (PO) ATTACHMENTS (COLLECTIVELY, THE "PO ATTACHMENTS"), WHETHER OR NOT ATTACHED TO THIS PURCHASE ORDER, ARE ACCESSIBLE AT THE URL SET FORTH BELOW AND INCORPORATED HEREIN AS IF FULLY SET FORTH IN THIS DOCUMENT:

(1) BUYER GENERAL TERMS AND CONDITIONS OF PURCHASE T001 (07/19) [APPLICABLE TO PURCHASE ORDERS ISSUED TO SUPPLIERS IN THE UNITED STATES];

(2) BUYER GENERAL TERMS AND CONDITIONS OF PURCHASE - SUPPLEMENT 1, T003 (07/19) [APPLICABLE TO PURCHASE ORDERS ISSUED TO SUPPLIERS IN THE UNITED STATES FOR PRODUCTS OR SERVICES IN SUPPORT OF A U.S. GOVERNMENT PRIME CONTRACT OR HIGHER-TIER SUBCONTRACT EXCEPT WHEN SELLER'S PRODUCT OR SERVICE MEETS THE DEFINITION OF A COMMERCIAL ITEM AT FAR 2.101];

(3) BUYER GENERAL TERMS AND CONDITIONS OF PURCHASE - SUPPLEMENT 2, T004 (07/19) [APPLICABLE TO PURCHASE ORDERS ISSUED TO SUPPLIERS IN THE UNITED STATES FOR PRODUCTS OR SERVICES IN SUPPORT OF A U.S. GOVERNMENT DEPARTMENT OF DEFENSE PRIME CONTRACT OR HIGHER-TIER SUBCONTRACT EXCEPT WHEN SELLER'S PRODUCT OR SERVICE MEETS THE DEFINITION OF A COMMERCIAL ITEM AT FAR 2.101];

(4) RESERVED

(5) RESERVED

(6) BUYER INTERNATIONAL GENERAL TERMS AND CONDITIONS OF PURCHASE - SUPPLEMENT 2 GOVERNMENT CONTRACT PROVISIONS FROM THE DEPARTMENT OF DEFENSE FAR SUPPLEMENT, TC-004D (07/19) [APPLICABLE ONLY TO PURCHASE ORDERS ISSUED TO SUPPLIERS IN A FOREIGN COUNTRY FOR PRODUCTS OR SERVICES IN SUPPORT OF A U.S. GOVERNMENT DEPARTMENT OF DEFENSE PRIME CONTRACT OR HIGHER-TIER SUBCONTRACT EXCEPT WHEN SELLER'S PRODUCT OR SERVICE MEETS THE DEFINITION OF A COMMERCIAL ITEM AT FAR 2.101];

(7) BUYER PURCHASE ORDER ATTACHMENT TC-UPDATE (02/20) [APPLICABLE ONLY TO ORDERS IN SUPPORT OF A U.S. GOVERNMENT AGENCY OR A U.S. GOVERNMENT DEPARTMENT OF DEFENSE PRIME CONTRACT OR HIGHER-TIER SUBCONTRACT. UNLESS OTHERWISE NOTED, THE REVISION DATE OF THE TC-UPDATE IN EFFECT AS OF THE DATE THIS PURCHASE ORDER WAS ISSUED TO THE SELLER SHALL APPLY];

BUYER PURCHASE ORDER ATTACHMENT U.S. GOVERNMENT PROPERTY IN POSSESSION OF SELLER, WHICH SHALL BE PROVIDED IF APPLICABLE. [APPLICABLE TO PURCHASE ORDERS WHEN PERFORMANCE INCLUDES GOVERNMENT PROPERTY, AS THAT TERM IS DEFINED IN 52.245-1, WHETHER FURNISHED, FABRICATED, ACQUIRED, OR IN THE POSSESSION OF SELLER OR ANY OF SELLER'S SUBCONTRACTORS OR SUPPLIERS AT ANY TIER, WITHOUT REGARD TO WHEN TITLE TO SUCH PROPERTY BECOMES VESTED IN BUYER OR BUYER'S CUSTOMER.]

**SOLICITATION ATTACHMENT
STANDARD HARD-CODED PURCHASE ORDER TERMS AND CONDITIONS**

(8) ADDENDUM TO SOFTWARE LICENSES WITH BUYER, WHICH SHALL BE PROVIDED IF APPLICABLE.

(9) DEFINITIONS

(A) "BUYER" MEANS ESAERO.

(B) "BUYER'S PURCHASING REPRESENTATIVE" MEANS THE ESAERO PERSON AUTHORIZED TO EXECUTE AND / OR MAKE CHANGES TO THIS PURCHASE ORDER.

(C) "PURCHASE ORDER" MEANS THIS INSTRUMENT OF CONTRACTING, INCLUDING THE GENERAL TERMS AND CONDITIONS OF PURCHASE REFERENCED HEREIN AND ALL REFERENCED SUPPLEMENTS, DOCUMENTS, EXHIBITS, ATTACHMENTS, AND ANY OTHER AGREEMENTS INCORPORATED BY REFERENCE WITHIN THIS PURCHASE ORDER.

(D) "SELLER" MEANS THE PARTY IDENTIFIED ON THE FACE OF THE PURCHASE ORDER THAT IS CONTRACTING WITH BUYER.

(10) RESERVED

(11) BY SELLER'S ACCEPTANCE OF THIS PURCHASE ORDER, SELLER ACKNOWLEDGES ITS COUNTERFEIT RISK MITIGATION OBLIGATIONS PURSUANT TO SECTION 30 COUNTERFEIT RISK AVOIDANCE OF T001 OR TC-004 (WHICHEVER IS APPLICABLE) THAT THE GOODS TO BE DELIVERED HEREUNDER (i) ARE AND ONLY CONTAIN MATERIALS OBTAINED DIRECTLY FROM THE ORIGINAL MANUFACTURER (OM), AN AUTHORIZED DISTRIBUTOR, OR AN AUTHORIZED AFTERMARKET MANUFACTURER, AND (ii) ARE NOT AND DO NOT CONTAIN COUNTERFEIT ITEMS OR SUSPECT COUNTERFEIT ITEMS, AS DEFINED IN SECTION 30; AND (iii) CONTAIN ONLY AUTHENTIC, UNALTERED OM LABELS AND OTHER MARKINGS. FURTHER, SELLER SHALL NOTIFY BUYER IN WRITING IMMEDIATELY IN THE EVENT THAT ANY MATERIAL TO BE DELIVERED CANNOT BE PROCURED IN ACCORDANCE WITH THIS REQUIREMENT AND SELLER MUST OBTAIN BUYER'S PRIOR WRITTEN AUTHORIZATION IF AN ALTERNATE SOURCE IS REQUIRED AND FOR ANY DEVIATION FROM THE COUNTERFEIT RISK MITIGATION REQUIREMENTS APPLICABLE TO THIS PURCHASE ORDER. THE CONTENTS OF THIS PARAGRAPH SHALL BE FLOWED TO SELLER'S SUPPLIERS AT ALL TIERS.

(12) BY ACCEPTING THIS PURCHASE ORDER, SELLER HEREBY CERTIFIES THAT ITS LAST ANNUAL OFFEROR REGISTRATION DATA, REPRESENTATIONS AND CERTIFICATIONS (CR-003) SUBMITTED TO BUYER IS CURRENT, ACCURATE AND COMPLETE AS OF THIS DATE; AND THAT SUPPLIER IS IN COMPLIANCE WITH THE FOLLOWING CLAUSES AND IS, THEREFORE, ELIGIBLE FOR THIS AWARD:

(A) 52.203-11 "CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS" (OVER \$150,000 OR THE DOLLAR THRESHOLD IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT)

(B) 52.209-5 "CERTIFICATION REGARDING RESPONSIBILITY MATTERS" (OVER \$35,000 OR THE DOLLAR THRESHOLD IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT)

(C) 52.222-22 "PREVIOUS CONTRACTS AND COMPLIANCE REPORTS" (OVER \$10,000 OR THE DOLLAR THRESHOLD IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT)

**SOLICITATION ATTACHMENT
STANDARD HARD-CODED PURCHASE ORDER TERMS AND CONDITIONS**

(13) PAYMENT TERMS:

PAYMENT TERMS ARE NET 30 UNLESS OTHERWISE STATED IN PURCHASE ORDER. PURCHASE ORDER NUMBER SHALL BE STATED ON INVOICE.

(14) IF A DPAS RATING IS SHOWN ON THE FACE OR ANY LINE OF THIS PURCHASE ORDER, THEN:

THIS IS A "DPAS RATED" ORDER CERTIFIED FOR NATIONAL DEFENSE USE, AND YOU ARE REQUIRED TO FOLLOW ALL THE PROVISIONS OF THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM REGULATION (15 CFR 700 ET SEQ.). ALL "DPAS RATED" ORDERS MUST BE ACCEPTED OR REJECTED AS FOLLOWS:

(A) "DO" RATED POs MUST BE ACCEPTED OR REJECTED IN WRITING (HARDCOPY), OR IN ELECTRONIC FORMAT, WITHIN 15 WORKING DAYS AFTER ORDER RECEIPT.

(B) "DX" RATED POs MUST BE ACCEPTED OR REJECTED IN WRITING (HARDCOPY), OR IN ELECTRONIC FORMAT, WITHIN 10 WORKING DAYS AFTER ORDER RECEIPT.

(C) REJECTION OF "DO" OR "DX" ORDERS MUST BE IN WRITING (HARDCOPY), OR IN ELECTRONIC FORMAT, GIVING THE SPECIFIC REASON FOR THE REJECTION.

(D) IF, AFTER ACCEPTANCE OF THIS ORDER, SELLER SUBSEQUENTLY FINDS THAT SHIPMENT OR PERFORMANCE WILL BE DELAYED, SELLER MUST NOTIFY THE BUYER IMMEDIATELY IN WRITING (HARDCOPY), OR IN ELECTRONIC FORMAT, GIVE REASONS FOR THE DELAY, AND ADVISE OF A NEW SHIPMENT OR PERFORMANCE DATE.

IF BOTH DPAS RATED AND UNRATED PO QUANTITIES ARE REFLECTED IN THIS ORDER, YOU ARE ONLY REQUIRED TO FOLLOW THE DPAS REGULATION AS IT PERTAINS TO THE DPAS RATED QUANTITIES.

**SOLICITATION ATTACHMENT
STANDARD HARD-CODED PURCHASE ORDER TERMS AND CONDITIONS**

(15) SELLER SHALL COMPLY WITH THE BUYER COMPANY APPROVED CARRIER GUIDE WHICH SHALL BE PROVIDED IF APPLICABLE.

(16) CONFLICT MINERALS

IF SELLER IS PROVIDING GOODS TO BUYER UNDER THIS PURCHASE ORDER, SELLER SHALL USE COMMERCIALY REASONABLE EFFORTS TO:

(A) IDENTIFY WHETHER SUCH GOODS CONTAIN TANTALUM, TIN, TUNGSTEN OR GOLD;

(B) CONDUCT A REASONABLE COUNTRY OF ORIGIN INQUIRY REGARDING THE ORIGIN OF SUCH MINERALS IN SUCH GOODS TO DETERMINE WHETHER SUCH MINERALS ORIGINATED IN COVERED COUNTRIES, AS DEFINED IN SECTION 1502 OF THE DODD-FRANK WALL STREET REFORM AND CONSUMER PROTECTION ACT; AND

(C) CONDUCT DUE DILIGENCE ON THE CHAIN OF CUSTODY OF THE SOURCE OF ANY MINERALS ORIGINATING IN COVERED COUNTRIES TO IDENTIFY THE SMELTER OF SAID MINERALS; AND

(D) ASSIST BUYER IN CONDUCTING REASONABLE DUE DILIGENCE CONCERNING THE SMELTERS OF SUCH MINERALS. SELLER SHALL INCLUDE THE SUBSTANCE OF THIS SECTION (17) CONFLICT MINERALS IN ANY AGREEMENT BETWEEN SELLER AND ITS LOWER TIER SUPPLIERS. SELLER SHALL PROVIDE BUYER WITH REASONABLE DOCUMENTATION OF SELLER'S AND ITS LOWER TIER SUPPLIERS' DUE DILIGENCE EFFORTS, IN A FORMAT PRESCRIBED BY BUYER, WHEN REQUESTED BY BUYER TO ENABLE DISCLOSURE TO THE SECURITIES AND EXCHANGE COMMISSION.

(17) BY SELLER'S ACCEPTANCE OF THIS PURCHASE ORDER, SELLER ACKNOWLEDGES ITS OBLIGATIONS UNDER THE APPLICABLE SPECIALTY METALS DFARS CLAUSE INCORPORATED IN T001, T004, TC-004, or TC-004D (WHICHEVER IS APPLICABLE).

(18) THIS CONTRACTOR (ALSO KNOWN AS BUYER) AND SUBCONTRACTOR (ALSO KNOWN AS SELLER) SHALL ABIDE BY THE REQUIREMENTS OF 41 CFR 60-1.4(A), 60-300.5(A) AND 60-741.5(A). THESE REGULATIONS PROHIBIT DISCRIMINATION AGAINST QUALIFIED INDIVIDUALS BASED ON THEIR STATUS AS PROTECTED VETERANS OR INDIVIDUALS WITH DISABILITIES, AND PROHIBIT DISCRIMINATION AGAINST ALL INDIVIDUALS BASED ON THEIR RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, OR NATIONAL ORIGIN. MOREOVER, THESE REGULATIONS REQUIRE THAT COVERED PRIME CONTRACTORS AND SUBCONTRACTORS TAKE AFFIRMATIVE ACTION TO EMPLOY AND ADVANCE IN EMPLOYMENT INDIVIDUALS WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, NATIONAL ORIGIN, PROTECTED VETERAN STATUS OR DISABILITY. ALSO, TO THE EXTENT APPLICABLE, THE EMPLOYEE NOTICE REQUIREMENTS SET FORTH IN 29 CFR, PART 471, APPENDIX A TO SUBPART A, ARE HEREBY INCORPORATED BY REFERENCE INTO THIS CONTRACT, SUBCONTRACT OR PURCHASE ORDER.

(19) IF SELLER IS PROPOSING UNDER THE SMALL BUSINESS ADMINISTRATION SECTION 8(D) SUBCONTRACTING PROGRAM, BY ACCEPTING THIS PURCHASE ORDER SELLER HEREBY ACKNOWLEDGES AND CERTIFIES THAT ITS BUSINESS SIZE AND ITS SMALL BUSINESS STATUS AS RECORDED IN THE SYSTEM FOR AWARD MANAGEMENT (SAM) AT <https://www.sam.gov/SAM/>, OR AS OTHERWISE CERTIFIED TO BUYER, WAS CURRENT, ACCURATE AND COMPLETE AS OF THE DATE OF SELLER'S OFFER FOR THIS PURCHASE ORDER.

(20) IF THIS PURCHASE ORDER FORMS THE WHOLE OR PART OF A SALE BY BUYER OF DEFENSE ARTICLES OR DEFENSE SERVICES BEING SOLD IN SUPPORT OF A FOREIGN MILITARY SALE OR COMMERCIALY TO OR FOR THE USE OF THE ARMED FORCES OF A FOREIGN COUNTRY OR INTERNATIONAL ORGANIZATION, SELLER SHALL UPON ACCEPTANCE OF THIS ORDER, OR WITHIN TEN (10) DAYS OF BEING REQUESTED BY BUYER TO DO SO, REPORT ANY POLITICAL CONTRIBUTIONS, FEES, OR COMMISSIONS IN FURTHERANCE OF THE REQUIREMENTS STIPULATED IN PART 130 OF THE INTERNATIONAL TRAFFIC IN ARMS REGULATIONS, 22 C.F.R. §§130.9 AND 130.10.

(21) IN ACCORDANCE WITH DFARS 252.204-7008 "COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS" SELLER SHALL INDICATE WHETHER DEVIATION FROM ANY OF THE SECURITY REQUIREMENTS IN THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST) SPECIAL PUBLICATION (SP) 800-171, "PROTECTING CONTROLLED UNCLASSIFIED INFORMATION IN NONFEDERAL INFORMATION SYSTEMS AND ORGANIZATIONS, <http://dx.doi.org/10.6028/NIST.SP.800-171> THAT IS IN EFFECT AT THE TIME THE PRIME CONTRACT SOLICITATION IS ISSUED IS ANTICIPATED IN THE PERFORMANCE OF THE PURCHASE ORDER BY SELLER OR CONTRACTORS AT ANY TIER.

(22) IN ACCORDANCE WITH DFARS 252.239-7009 "REPRESENTATION OF USE OF CLOUD COMPUTING" SELLER SHALL INDICATE WHETHER THE USE OF CLOUD COMPUTING IS ANTICIPATED IN THE PERFORMANCE OF THE PURCHASE ORDER BY SELLER OR CONTRACTORS AT ANY TIER.

(23) BY SELLER'S ACCEPTANCE OF THIS PURCHASE ORDER, SELLER ACKNOWLEDGES ITS OBLIGATIONS UNDER THE EXPORT/IMPORT CONTROL CLAUSE INCORPORATED IN SECTION 23 OF T001. WHERE SELLER IS THE DESIGN AUTHORITY OR THE EXPORTER FOR A DELIVERABLE UNDER THIS PURCHASE ORDER, TO SUPPORT COMPLIANCE WITH SECTION 23 OF T001 SELLER SHALL NOTIFY BUYER IF ANY SUCH DELIVERABLE IS SUBJECT TO U.S. EXPORT AND IMPORT CONTROL LAWS AND REGULATIONS DESCRIBED IN PARAGRAPH 23(A) (REPORT THROUGH A BUYER-APPROVED ALTERNATIVE CERTIFICATION METHOD).

(24) WITH THE EXCEPTION OF WORK UNDER DPAS RATED ORDERS, COMMENCEMENT OF PERFORMANCE OF THE WORK CALLED FOR BY THIS PO IN THE ABSENCE OF SELLER'S WRITTEN ACKNOWLEDGEMENT THEREOF SHALL BE DEEMED ACCEPTANCE OF THIS PO AS WRITTEN.

(25) BY ACKNOWLEDGING THIS PURCHASE ORDER YOU (SELLER) HEREBY CERTIFY THAT YOU AND / OR ANY OF YOUR PRINCIPALS -- ARE NOT PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR DECLARED INELIGIBLE FOR THE AWARD OF CONTRACTS BY ANY FEDERAL AGENCY.