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1. Offer and Acceptance. This Purchase Order/Contract constitutes an offer by ATA (ATA) to purchase Goods (the "Goods") or services (the "Services") from the supplier (the "Seller"). If Seller accepts this offer, ATA and Seller will have formed a contract (the "Agreement") on the terms and conditions set forth below. Seller may accept this Purchase Order/Contract either by giving ATA written notice of Seller's acceptance or by beginning performance of Seller's obligations under this Purchase Order/Contract. ATA hereby limits acceptance of this offer to the terms and conditions contained in this Purchase Order/Contract, and ATA hereby gives notice of objection to and rejection of any terms and conditions which

add to or differ from those set forth in this Purchase Order/Contract. Any changes or exceptions to these terms and conditions must be expressly accepted in writing by the cognizant ATA Subcontract Administrator or Buyer identified elsewhere in this Purchase Order/Contract.

2. Prices. ATA will not pay prices for the Goods higher than those stated on If Seller makes any price reductions after the date of this Purchase Order/Contract but prior to the payment date, such price reductions will be applicable to this Purchase Order/Contract. Seller warrants that the prices of the Goods covered by this Purchase Order/Contract are not in excess of the Seller's lowest prices in effect on the date of this Purchase Order/Contract for comparable quantities of similar Goods.

3. Delivery. ATA will not be obligated to accept substitutions, untimely deliveries, deliveries in quantities other than those ordered by ATA or deliveries of Goods failing to conform to Seller's warranties contained elsewhere in this Purchase Order/Contract. Time is of the essence in this Purchase Order/Contract. Acceptance by ATA whether of substitutions, late deliveries, partial deliveries or deliveries of non-conforming Goods shall not waive the delivery schedule set forth in this Purchase Order/Contract. Seller will immediately give written notice to ATA of any actual or potential cause or event which threatens the timely performance of this Purchase Order/Contract. Unless otherwise specified in this Purchase Order/Contract (or sale is other than FOB Destination), then Seller will retain the risk of loss or damage in transit until Goods are actually delivered to ATA. Freight charges will be addressed in the PO regardless of the FOB. If Goods are not shipped in accordance with ATA's direction, Seller shall pay to ATA any excess cost occasioned thereby."

4. Inspection. Final inspection and acceptance of Goods shall be made by ATA, after delivery at destination unless otherwise expressly indicated in this Purchase Order/Contract, and shall be conclusive except as regards latent defects, fraud, such gross mistakes as amount to fraud, and the Seller's warranty obligations.

Any Goods purchased hereunder shall be subject to inspection and tests by ATA to the extent practicable at all times and places, including the period of manufacture and in any event, prior to acceptance. If ATA makes any inspection or test on the premises of the Seller, the Seller shall, without additional charge, provide all reasonable facilities and assistance for the safety and convenience of ATA's inspectors in the performance of their duties. All inspections and tests shall be performed in such manner as not to unduly delay the work. No inspection or test made prior to final inspection and acceptance shall relieve the Seller from responsibility for defects or other failures to meet the requirements of this Purchase Order/Contract.

In the event any Goods are defective in materials or workmanship, or otherwise not in conformity with the requirements of this Purchase Order/Contract, ATA shall have the right either to reject the Goods, require correction, or accept the Goods with an equitable adjustment in price. Any Goods that have been rejected or require correction shall be promptly removed and corrected, or replaced by at the expense of the Seller, promptly after notice. If, after notification by ATA, Seller fails promptly to replace or correct any defective Goods, ATA may replace or correct such Goods and charge Seller the cost for such replacement or correction, or without further notice, terminate the Purchase Order/Contract for default according to the clause hereof entitled, "Default".

The Seller shall provide and maintain an inspection system according to sound business practice and as otherwise provided in the Purchase Order/Contract. Records of any inspection work by the Seller shall be kept complete and available to ATA during the performance of this Purchase Order/Contract and for such longer periods, and in such manner as may be specified elsewhere in this Purchase Order/Contract.

5. Invoices. Unless other payment provisions are specified elsewhere in this Purchase Order/Contract, payment shall be made upon the later of (i) final acceptance by ATA of the Goods, or (ii) submission by Seller of a proper invoice. Payment for Goods does not constitute acceptance. ATA will take advantage of any discounts incorporated elsewhere in this Purchase Order/Contract, or found on individual invoices, whichever discount is more favorable to ATA. Delays in receiving invoice(s), errors or omissions on invoice(s), or lack of supporting documentation required by the terms of this Purchase Order/Contract, will be cause for ATA to withhold payment without losing discount privileges. The first day of any discount period shall be the later of (i) the first working day of ATA following final acceptance of the Goods, or (ii) ATA's receipt of a proper invoice. ATA may make adjustments to amounts invoiced by Seller for shortages, rejection, or other failure to comply with the provisions of this Purchase Order/Contract. ATA will notify Seller of any such adjustments. Unless specified elsewhere in this Purchase Order/Contract, Seller shall furnish a separate invoice for each shipment of Goods or major increment of service rendered. Invoices must contain the following information:

Seller's name;
Invoice number and date;
Purchase Order/Contract number, line item number, description of the Goods or Services, quantity, unit of measure, unit price, and extended total;
Name and address for remittent of payment.

By virtue of its submission to ATA, each invoice or claim from Seller shall be deemed to include a warranty by Seller that all

amounts claimed by Seller are due and proper. ATA shall have the right to audit, or if the Seller has objections, to have DCAA or DCMA audit such claim or invoice and any books, documents or records of Seller that involve transactions relating to or which form the basis of said invoice or claim. In addition to any other rights ATA may have under this Purchase Order/Contract, ATA shall have a right of action against Seller for any breach of such warranty. Upon request by ATA, Seller shall provide written certification of Seller's invoices or claims in such terms, and with such signatures, as ATA may prescribe; and ATA may ignore any invoice or claim not so certified. Seller shall ensure that each of Seller's Sellers at all tiers are bound by the same obligations as are imposed on Seller by this paragraph.

6. Warranties. In addition to all statutory warranties, express or implied, Seller warrants that all Goods or services furnished hereunder will be free from defects in design, materials and workmanship, will be merchantable, and will conform to all specifications and other requirements applicable to this Purchase Order/Contract. Seller also warrants that Seller has complied, and will comply with all federal, state, and local laws, regulations and directives that may relate to this Purchase Order/Contract. Seller further warrants that all certifications offered by Seller are authentic, that Seller has not violated any applicable Federal Acquisition Regulations (the "FARs") and that all cost and pricing data supplied by Seller are complete. These warranties will survive acceptance, payment and subsequent use and/or resale of any Goods by ATA.

7. Risk of Loss. Notwithstanding any term of this Purchase Order/Contract, or any inference there from, the risk for any loss of or damage to or destruction of Goods described in this Purchase Order/Contract shall be borne by Seller at all times until the Goods are received and accepted by ATA. Title to the Goods passes to ATA upon final acceptance after inspection.

8. Insurance Requirements. Seller agrees that any services to be rendered or Goods to be furnished by Seller under this Purchase Order/Contract shall be rendered or furnished as an independent contractor, and Seller shall be solely responsible for the safe conduct of the performance under this Purchase Order/Contract and for the protection of all persons, premises or facilities involved in said performance. Seller shall provide all safeguards and take all necessary precautions to prevent the occurrence of any accident, injury, death or loss to any person or property in the performance of this Purchase Order/Contract, whether on Seller's property, ATA's property or elsewhere. All performance under this Purchase Order/Contract by Seller is at Seller's risk as to the methods, processes, procedures and safe conduct of the work. Seller will indemnify and defend ATA and hold ATA harmless from and against any and all losses, liabilities, claims, demands, suits, actions, proceedings and

subrogation's arising from or relating to the performance of Seller's work. Before performing any work on ATA's premises, Seller will obtain (and thereafter maintain) the following insurance: (a) Workers' Compensation and Employer's Liability Insurance in the amount of \$500,000 or the minimum limits required by law, whichever is greater, with waiver of subrogation in favor of ATA; (b) General Liability Insurance (including contractual, products and completed operations coverage) with bodily injury limits of at least \$1,000,000 per occurrence and \$1,000,000 annual aggregate and with property damage limits of \$1,000,000 per occurrence; and (c) Automobile Liability Insurance with bodily injury limits of at least \$1,000,000 for any injuries to any person, \$1,000,000 for any one accident involving two or more persons, and property damage of not less than \$1,000,000 per accident. Seller will assure that all of the foregoing insurance will identify ATA as a certificate holder and additional named insured, and Seller will provide a certificate of insurance upon request evidencing such coverage. Such insurances shall be primary to any other insurance maintained by ATA. Seller will also assure that all certificates must provide ten (10) days' notice to ATA prior to cancellation or alteration of the insurance.

9. Changes. ATA may at any time by written notice make changes within the general scope of this Purchase Order/Contract in any one or more of the following: (1) description of services; (2) time of performance; (3) place of performance; (4) drawings; (5) designs; (6) specifications; (7) method of shipping or packing; (8) place of inspection, delivery or acceptance; (9) quantities; and (10) schedules. Seller shall proceed immediately to perform this Purchase Order/Contract as changed. If any such change causes an increase or decrease in the cost of, or time required for performance of any part of the work under this Purchase Order/Contract an equitable adjustment in the Purchase Order/Contract price and/or delivery schedule will be made. Any claim for adjustment under this clause will be deemed to be waived unless asserted in writing (including the amount of the claim) and delivered to ATA within twenty (20) days from the date of receipt of Seller of the change order or written notice or within such further time as may be agreed upon by the parties.

10. Export Related Requirements:

a. Export Compliance. Seller is advised that its performance of this Purchase Order/Contract may involve the use of or access to articles, technical data or software that is subject to export controls under 22 United States Code 2751 – 2796 (Arms Export Control Act) and 22 Code of Federal Regulations 120-130 (International Traffic in Arms Regulations) or 50 United States Code 2401 – 2420 (Export Administration Act) and 15 Code of Federal Regulations 768 – 799 (Export Administration Regulations) and their successor and supplemental laws and

regulations (collectively hereinafter referred to as the "Export Laws and Regulations"). Seller represents and warrants that it is either 1) a U.S. Person as that term is defined in the Export Laws and Regulations, or 2) that it has disclosed to Buyer's Representative in writing the country in which it is incorporated or otherwise organized to do business, or if a natural person, all citizenships and US immigration status. Subcontractor shall comply with any and all Export Laws and Regulations, and any license(s) issued thereunder.

b. Foreign Personnel. Seller shall not give any Foreign Person access to Technical Data, software or Defense Articles, or provide an unauthorized Defense Service as those terms are defined in the applicable Export Laws and Regulations without the prior written consent of Buyer. Any request for such consent must state the intended recipient's citizenship(s), and status under 8 U.S.C. 1101 and 8 U.S.C. 1324 (the "Immigration and Naturalization Act"), and such other information as Buyer may reasonably request. No consent granted by ATA in response to Seller's request under this paragraph b shall relieve Seller of its obligations to comply with the provisions of paragraph a or the Export Laws and Regulations, nor shall any such consent constitute a waiver of the requirements of paragraph a, nor constitute consent for Seller to violate any provision of the Export Laws and Regulations. c. Indemnification. Seller shall indemnify and save harmless ATA from and against any and all damages, liabilities, penalties, fines, costs, and expenses, including attorneys' fees, arising out of claims, suit, allegations or charges of Seller's failure to comply with the provisions of this Clause No. 10 and breach of the warranty set forth in paragraph a. Any failure of Seller to comply with the requirements or any breach of the warranty contained in this Clause No. 10 shall be a material breach of this Purchase Order/Contract.

d. Subcontracts. The substance of this Clause No. 10 shall be incorporated into any subcontract entered into by the Seller for the performance of any part of the work under this Purchase Order/Contract.

11. Disputes. In the event a dispute should arise between ATA and Seller regarding the terms or the interpretation of this Agreement, Seller agrees to continue to perform under the terms of this agreement to the best of its ability during the period of the dispute. If a dispute arises under this agreement that is not settled promptly in the ordinary course of business, the parties shall seek to resolve any such dispute between them by negotiating at a senior management level promptly with each other in good faith negotiations. This Agreement shall be governed by the laws of the state of New Mexico without resort to said state's conflict of laws rules. Any documents filed in a court in relation to this Agreement shall be filed in the Second Judicial District Court in Bernalillo County, New Mexico.

12. Indemnification. Seller shall protect, defend, indemnify and hold harmless ATA, its subsidiaries, affiliates and their agents, employees, officers and directors from and against any and all claims, suits, allegations, judgments, actions, liabilities, losses, damages, penalties, fines, costs and expenses, including property damage or environmental pollution, (the "Loss") resulting from any and all acts of Seller or its employees in the performance or non-performance of this Agreement, including without limitation, improper or defective design, manufacture, material or workmanship in Goods purchased from Seller, or Seller's failure to comply with applicable FARs. ATA shall promptly notify Seller of the Loss. ATA shall cooperate in, but not be responsible for paying for, any investigation and defense relating to the Loss. Should Seller fail to assume its obligation hereunder, ATA shall have the right, but not the obligation, to defend itself and to thereafter require from Seller reimbursement and indemnification for any and all costs and expenses, including attorney's fees paid by ATA in connection therewith. Seller having insurance as required hereunder shall in no way be interpreted as relieving Seller of any responsibility under this section. This section shall survive termination, cancellation or expiration of this Agreement.

Patent and Copyright Indemnity - If ATA receives a claim that the Goods or any part thereof manufactured by Seller infringes a U.S. patent, ATA shall notify Seller promptly in writing and give Seller information, assistance, and exclusive authority to evaluate, defend and settle such claim. Seller shall then, at its own expense and option, (i) settle such claim, or (ii) procure for ATA the right to use the Goods, or (iii) replace or modify the Goods to avoid infringement, or (iv) remove the Goods and refund the purchase price (including transportation costs) less a reasonable amount for usage, or (v) defend against the infringing claim. If a court of competent jurisdiction subsequently holds the Goods to be infringing, the Seller shall pay any costs and damages finally awarded by reason of such infringement, and if the use of the Goods is enjoined, the Seller shall take, at its option, one or more of the actions described in (ii), (iii), (iv), or (v) above.

13. Confidentiality. This document and any material transmitted herewith may contain information proprietary to ATA, its subsidiaries or affiliates and such information is not to be used by the recipient for any purpose other than the purpose for which it was transmitted. The information shall be maintained in confidence and not disclosed to third parties without the written consent of ATA. Seller will execute a confidentiality and non-disclosure agreement as required by ATA.

14. Independent Contractor. Seller is an independent contractor. All individuals that Seller assigns to perform Services are Seller's employees or subcontractors. Nothing in

this Agreement, and no conduct, communication, trade practice or course of dealing shall be interpreted or deemed to create any partnership, joint venture, agency, or fiduciary relationship between the parties or their subsidiaries or affiliates.

15. No Solicitation. During the period that this Agreement is in force and throughout the period of performance of any resultant contract or subcontract arrangements, including extensions or modifications thereto, and for one (1) year after termination of this Agreement, the parties hereto agree that neither shall directly solicit the other party's technical employees for employment without the prior written agreement of the party whose employee is being solicited for employment. This restriction shall not be deemed to include the placement of advertisements in newspapers or trade publications addressed to the general public, or to employees of the parties seeking employment on their own accord.

16. No Assignment. This Purchase Order/Contract may not be assigned and Seller may not delegate any performance, duty or other obligation of Seller without the prior written consent of ATA.

17. No Waiver/Severability. No modification, change or waiver of any provision hereof will be effective for any purpose unless such modification, change or waiver is specifically authorized by a ATA Procurement Representative. No waiver of any right or remedy in respect to any occurrence or event on one occasion will be deemed a waiver of such right or remedy in respect of such occurrence or event on any other occasion. Invalidity of any part of this Purchase Order/Contract shall not affect the validity of any other part of this Purchase Order/Contract.

18. Offsets. ATA may offset against any sums otherwise due Seller any amounts ATA in good faith claims to be due from Seller, whether such claims arise under or outside this Purchase Order/Contract.

19. Limitation of Obligation. The total maximum liability of ATA under this Agreement for all charges incurred by and payable to Seller shall not exceed the value issued to Seller under this Agreement.

20. Force Majeure. Seller shall not be liable for failure or delay in performance resulting from, directly or indirectly, any cause or circumstance beyond its reasonable control. Such causes or circumstances shall include, without limitation, acts of God, acts or orders of any governmental authority, strikes or labor disputes, natural disasters, civil disturbances, difficulties or delays in transportation or delivery services, or other causes beyond the reasonable control of Seller. Seller agrees to notify ATA of any such failure or delay in performance as soon as practicable.

21. Rights and Remedies. The rights and remedies of ATA provided in these terms and conditions are cumulative, and are in addition to any other rights and remedies that ATA may have at law or in equity. IN NO EVENT SHALL ATA BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS).

22. Stop Work. ATA may, at any time, by written order to the Seller, require the Seller to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Seller, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Seller shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Seller, or within any extension of that period to which the parties shall have agreed, ATA shall either -- (1) Cancel the stop-work order; or (2) Terminate the work covered by the order as provided in the Default, or the Cancellation/Partial Termination clause of this contract.

If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Seller shall resume work. ATA shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -- (1) The stop-work order results in an increase in the time required for, or in the Seller's cost properly allocable to, the performance of any part of this contract; and (2) The Seller asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if ATA decides the facts justify the action, ATA may receive and act upon the claim submitted at any time before final payment under this contract.

If a stop-work order is not canceled and the work covered by the order is terminated for convenience, ATA shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

If a stop-work order is not canceled and the work covered by the order is terminated for default, ATA shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

23. Default. ATA may, by written notice of default to the Seller, terminate this Purchase Order/Contract or any part thereof if the Seller fails: (1) to deliver the Goods according to the delivery schedule specified herein, or any extension thereof by Change Order or written amendment; (2) to replace or correct defective Goods according to the "Inspection" clause; (3) to perform any of the other provisions of this Purchase

Order/Contract or fails to make progress as to endanger performance of this Purchase Order/Contract according to its terms and in either of the circumstances specified does not correct such failure within a period of ten (10) days, or such longer period as ATA may authorize in writing, after receipt of notice from ATA specifying such failure.

In the event of termination pursuant to this clause, ATA may purchase similar Goods elsewhere on such terms and in such manner as ATA may deem appropriate, and the Seller shall be liable to ATA for any excess costs occasioned ATA thereby.

If, after notice of default under the provisions of (a) above, it is determined that if the failure to perform the Purchase Order/Contract is due to unforeseeable causes beyond the control and without the fault or negligence of the Seller, said notice shall be deemed to have been issued pursuant to the clause entitled "Cancellation/Partial Termination" (as applicable) and the rights and obligations of the parties hereto shall be governed by that clause.

Failure of ATA to enforce any right under this clause shall not be deemed a waiver of any right hereunder. The rights and remedies of ATA under this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order/Contract.

Acts of Insolvency: ATA may terminate this Purchase Order/Contract by written notice to Seller, if Seller becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise.

24. Cancellation/Partial Termination. ATA at any time by written notice may cancel this Purchase Order/Contract, or any part thereof, at their convenience and for other than for defaults as contemplated under the clause entitled, "DEFAULT", in which event ATA shall be liable for the payment of reasonable cancellation charges which shall take into account, among other things, expenses already incurred and the Seller's actual liabilities against commitments incident to this Purchase Order/Contract. Seller shall place all orders for, and schedule deliveries of materials and parts necessary for its performance under this Purchase Order/Contract at such times as will enable Seller to meet, but not unreasonably anticipate, the schedule of deliveries set forth herein. In the event of cancellation of or changes to this Purchase Order/Contract, ATA shall not be liable for any charges or costs arising out of commitments unreasonably anticipated by the Seller for the acquisition of said materials and parts, or out of work performed hereunder. In no event shall ATA be liable for cancellation charges in excess of the Purchase Order/Contract price.

27. Gratuities. ATA employees are not permitted to accept gifts or gratuities from any supplier for themselves or for their families. ATA employees are not permitted to take advantage of their position to obtain discounts on procurement of articles for personal use. This is construed by ATA as a gratuity. Generally, however, it is permissible for employees to accept advertising novelties, provided that the item is of no appreciable value to the employee and is widely distributed to others with essentially the same business relationship.

26. DPAS: (Clause is applicable only if Defense Priorities and Allocations System DO or DX rating is set forth elsewhere within this purchase order.) See CFR 700.

Priority scheduling of production and delivery: Contractors and suppliers receiving DPAS-rated orders shall give the rated orders priority over other contracts as needed to meet delivery requirements (15 CFR 700.14).

Priority ratings and symbols: A priority rating consists of the appropriate DO or DX rating symbol and a program identification symbol to indicate the authorized program [e.g., DO-A7]. All DO rated orders have equal priority with each other and take preference over unrated orders. All DX rated orders have equal priority with each other, unless accompanying instructions otherwise provide [a rarity], and take preference over DO rated and unrated orders.

A supplier must accept or reject a rated order in writing within 15 working days after receipt of a DO rated order and within 10 working days after receipt of a DX rated order. The supplier must give sanctioned reasons in writing for the rejection (15 CFR 700.13).

27. Citizenship or Authorized Foreign National Requirement: (Clause may be invoked in writing by Buyer (i) at any times within performance of this purchase order/contract, and (ii) without adjustment of any terms and conditions of this purchase order.) Persons assigned under this order to work in any of Buyer's or US Government facilities need to have original documents sufficient to establish identify, and citizenship or authorized immigration status, and to present them upon initially reporting to work and when requested thereafter. For those individuals who are not U.S. citizens, one of the following must be provided:

(1) Alien Registration Receipt Card (INS Form I-151) with photograph; (2) Resident Alien Card (INS Form I-551) with photograph; (3) Temporary Resident Card (INS Form I-688); (4) Employment Authorization Card (INS Form I-688-A); (5) Declaration of Intent to Become a Citizen (INS Form I-772); Unexpired Foreign Passport with either – (a) An unexpired stamp reading “Processed for I-661, Temporary Evidence of Lawful Admission for permanent residence. Valid until (with date inserted). Employment authorized” or (b) An attached

Form I-94, bearing the same name as the passport, which contains a current employment authorization stamp, so long as the proposed employment does not conflict with any restrictions/limitations on the I-94; (6) Employment Authorization Document (INS Form I-688-B); or (7) Employment Authorization Document (INS Form I-766).

28. Counterfeit Parts: If suspect/counterfeit parts are furnished under this purchase order/contract and are found in any of the goods delivered hereunder, such items will be impounded by Buyer. The Seller shall promptly replace such suspect/counterfeit parts with parts acceptable to the Buyer and the Seller shall be liable for all costs relating to the removal and replacement of said parts, including without limitation Buyer's external and internal costs of removing such counterfeit parts, of reinserting replacement parts and of any testing necessitated by the reinstallation of Seller's goods after counterfeit parts have been exchanged. At Buyer's request, Seller shall return any removed counterfeit parts to Buyer in order that Buyer may turn such parts over to its Government customer for further investigation. Seller agrees that any Government or quasi-Government directive, such as a GIDEP alert indicating that such parts are counterfeit, shall be deemed definitive evidence that Seller's parts contain counterfeit parts.

29. Public Release/Dissemination of Information. No news release, advertisement, or other disclosure relating to this Purchase Order/Contract shall be made without prior written approval. Further, Seller shall keep confidential all designs, processes, drawings, specifications, reports, ATA and other technical or proprietary information and other items furnished or disclosed to Seller by ATA in connection with this contract, unless otherwise provided herein or authorized by ATA in writing. Seller shall use such information and items, and the features thereof, only in the performance of this contract. Upon completion or termination of this Purchase Order/Contract, Seller shall return all such information and items to ATA or make such other disposition thereof as may be directed or approved by ATA.

30. Taxes. Unless prohibited by law, Seller shall pay and has included in the price of the Purchase Order/Contract any federal, state, or local tax, transportation tax, or other tax which is required to be imposed upon the Goods ordered hereunder, or by reason of their sale or delivery.

31. Compliance with Laws. In the performance of this Purchase Order/Contract Seller shall comply with all federal, state and local safety laws, and all other applicable federal, state and local laws, regulations, rules and ordinances (collectively, “applicable laws”). Seller agrees, upon request, to furnish ATA a certificate regarding compliance or compliance with applicable laws in such form as ATA may from time to time require. Seller agrees to indemnify and hold ATA harmless to

the full extent of any loss, damage or expense (including attorneys' fees) which ATA may incur as a result of Seller's violation of any applicable laws.

32. Order of Precedence. In the event of a conflict between this Agreement and any other documents related thereto, the following order of precedence shall govern:

- a) The specific terms of this Agreement (Specified on the PO);
- b) ATA Standard PO Terms and Conditions
- c) ATA Supplemental Terms and Conditions);
- d) ATA-FFP Flow Down Clauses (Contract Specific)
- e) A master schedule, statement of work or other document describing with particularity the items to be procured or the work to be performed, executed either contemporaneously with this Agreement or subsequently.

33. Entire Agreement. The terms and conditions set forth herein, including all specifications, drawings and other documents expressly referred to in this Purchase Order/Contract, contain the entire agreement of the parties and supersede all prior negotiations, agreements, understandings or arrangements between the parties with respect to the subject matter hereof. No modifications to this Agreement shall be binding upon the parties hereto or either party individually, unless such modification is in writing and duly signed by an authorized representative of the parties. Paragraph headings herein are for convenience only and shall not limit in any way the scope or interpretation of any provision of this Agreement.

ATA SUPPLEMENTAL TERMS AND CONDITIONS

The FAR clauses identified herein below are hereby incorporated into this purchase order either (i) in full text if shown or (ii) by reference with full force and effect. The applicability and interpretation of each such clause are subject to any specific parenthetical statement following its title and setting forth conditions, requirements, and instructions for use of the clause (hereinafter called its scoping provision). Upon request, the Buyer shall make available to the Seller the full text of any such referenced clause hereof (including its date).

In the event that the Buyer shall have entered into a definitive prime contract or higher-tier subcontract with its customer prior to the effective date of this supporting purchase order, and unless otherwise expressly stated elsewhere in this purchase order, the date of each undated clause identified herein below (i) shall be the same date as any equivalent clause, of such definitive prime contract or subcontract; or (ii) if there is no equivalent clause, shall be the regulatory date in effect therefore as of the effective date of the solicitation preceding this supporting purchase order. In the event that the Buyer shall not have entered into a definitive prime contract or higher-tier subcontract with its customer prior to the effective date of this supporting purchase order, and unless otherwise expressly stated elsewhere in this purchase order, the date of each undated clause identified herein below shall be the regulatory date in effect therefore as of the effective date of the solicitation preceding this supporting purchase order.

All such clauses shall, with respect to the rights, duties, and obligations of the Buyer and Seller thereunder, be interpreted and construed in such manner as to recognize and give effect to: (i) the contractual relationship between the Buyer and the Seller under this purchase order, (ii) the rights of any higher-tier subcontractor with respect thereto under the higher-tier subcontract, and (iii) the rights of the Government or other customer with respect thereto under the prime contract from which such clauses are derived.

1 – FAR Clauses:	
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Clause is applicable only if this purchase order (i) exceeds or will exceed \$30,000, and (ii) is a first-tier purchase order from the prime contract. Only the Seller disclosure to Buyer requirement of clause paragraph (b) applies, and such is not to be flowed down to lower-tier subcontractors.)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Clause is applicable only (i) if this purchase order requires certified cost or pricing data, or (ii) if any pre-award or post-award cost determinations under this purchase order are subject to FAR Subpart 31.2.)
52.215-19	Notification of Ownership Changes (Clause is applicable only if (i) this purchase order required certified cost or pricing data, or (ii) any pre-award or post-award cost determinations under this purchase order are subject to FAR Subpart 31.2.)
52.215-23	Limitation of Pass-Through Charges NOTE: Applicable to any Order when the total estimated Order value exceeds the threshold for obtaining cost or pricing data in FAR 15.403-4 and the contemplated contract type is expected to be any contract type except those contract types listed in FAR 15.408(n)(2)(i)(B)(2).
52.222-21	Prohibition of Segregated Facilities (Clause is applicable if Equal Opportunity clause at FAR 52.222-26 is determined to apply to this purchase order.)
52.222-26	Equal Opportunity (Clause is applicable if during any 12-month period [including the 12 months preceding this purchase order] Seller has been or is awarded nonexempt Federal contracts and/or subcontracts [reference FAR 22.807] that have an aggregate value exceeding \$10,000. DoD deviation applies if this purchase order stems from DoD higher-tier contract.)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Clause is applicable if this purchase order is to exceed \$100,000.)
52.222-36	Affirmative Action for Workers with Disabilities (Clause is applicable only if this purchase order is to exceed \$15,000.)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Clause is applicable if this purchase order is to exceed \$100,000.)
52.222-50	Combating Trafficking in Persons
52.223-7	Notice of Radioactive Materials
52.225-8	Duty-Free Entry (Clause is applicable only if such clause is contained in Buyer's prime contract or subcontract with its customer – under which any reduced duty-free entry thresholds shall apply. Under paragraph (c)(1), change "20 days" to "30 days." Under paragraph (c)(2), change "10 days" to "20 days.")
52.244-6	Subcontracts for Commercial Items
52.247-64	Preference for Privately Owned U.S. Flagged Commercial Vessels
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals. NOTE: Applicable to Orders issued under prime contracts awarded on or after July 29, 2008.
252.246-7003	Notification of Potential Safety Issues
252.247-7023	Transportation of Supplies by Sea – If applicable
252.247-7024	Notification of Transportation of Supplies by Sea – If applicable

ATA—FFP FLOW DOWN CLAUSES-Contract No.: FA9453-14-D-0312 SVAT

I. FAR / DFAR / AFFAR Clauses

The attached prime contract clauses of the Federal Acquisition Regulation (FAR) and (DFAR) and (AFFAR) Supplements are incorporated herein by reference or in total, provided, however, that if the date or substance of any of the clauses listed below is different than the date or substance of the clause incorporated into the prime contract referenced by number herein, the date or substance of the clause incorporated by said prime contract applies instead. Those clauses required by the FAR as flow down clauses to the supplier, but not listed below are deemed to apply in full force and effect to this Agreement. The FAR is available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. All clauses shall have the same force and effect as if they were given in full text. The full text of these clauses (unless modified by ATA) may also be accessed electronically at <http://farsite.hill.af.mil/>.

In all instances in the below-cited clauses, the "Contractor" refers to the supplier (Seller or Subcontractor) and the term "Government" refers to the Buyer (ATA) and/the Government. The term "Contracting Officer" refers to Buyer, except that the Buyer accepts that only Government representatives have access to the supplier's records in the event of an audit. To determine if a clause applies at a certain dollar threshold, the Seller shall observe the value of their subcontract issued, and if that amount exceeds the threshold, then the clause applies.

The following FAR/DFAR/AFFAR Clauses apply to all Purchase Orders/Contracts		
52.202-01	Definitions	Jan 2012
52.215-02	Audit And Records – Negotiation	Oct 2010
52.222-54	Employment Eligibility Verification	Aug 2013
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	Aug 2011
52.225-13	Restrictions On Certain Foreign Purchases	Jun 2008
52.227-01	Authorization And Consent—Alt 1	Dec 2007 Alt 1 – Apr 1984
52.227-02	Notice And Assistance Regarding Patent And Copyright Infringement	Dec 2007
52.227-11	Patent Rights—Ownership By The Contractor Para (J), Communications: “DCMA, ACO”	Dec 2007
52.244-06	Subcontracts For Commercial Items	Jul 2013
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	Dec 2014
252.203-7002	Requirement To Inform Employees Of Whistleblower Rights	Sep 2013
252.204-7000	Disclosure Of Information	Aug 2013
The Following FAR Clauses Apply If the Purchase Order/Contract Exceeds \$25,000		
52.204-10	Reporting Executive Compensation And First Tier Subcontractor Awards	Jul 2013
The Following FAR Clauses Apply If the Purchase Order/Contract Exceeds \$30,000		
52.209-06	Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended Or Proposed For Debarment	Aug 2013
The Following FAR/DFAR Clauses Apply If the Purchase Order/Contract Exceeds \$150,000		
52.203-06	Restrictions On Subcontractor Sales To The Government	Sep 2006
52.203-07	Anti-Kickback Procedures	Oct 2010
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	Sep 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	Oct 2010
52.203-16	Preventing Personal Conflicts Of Interest	Dec 2011
52.222-38	Compliance With Veterans' Employment Reporting Requirements (N/A if a Commercial Item)	Sep 2010