

1. **APPLICABILITY.** These terms and conditions ("Terms") are the only terms that govern the purchase of goods or performance of services by Motiv Space Systems, Inc. ("Buyer") from the seller ("Seller"). Notwithstanding anything herein to the contrary, if a contract signed by both parties exists covering the sale of goods or performance of services covered hereby, the terms and conditions of that contract will prevail to the extent inconsistent with these Terms. Any quotation or confirmation of order accompanying these Terms, or into which these Terms are incorporated by reference (collectively, the "Agreement"), comprises the entire agreement between the parties and supersedes all prior or contemporaneous understandings, representations, warranties, and communications, written or oral. These Terms prevail over any of Seller's general terms and conditions of purchase regardless of whether or when Seller submitted its order or such terms. Acceptance of Seller's products or services does not constitute acceptance of Seller's terms and conditions and does not serve to modify or amend these Terms.
2. **DEFINITIONS.**
 - a. "Party" means Seller or Buyer individually.
 - b. "Parties" means Seller and Buyer collectively.
 - c. "Product" or "Products" means those services, goods, supplies, materials, articles, items, parts, components or assemblies described in the Order.
 - d. "Order" means the instrument of contracting, including these terms and conditions, and all other referenced documents, and any subsequent changes or modifications.
3. **DELIVERY AND SHIPPING TERMS.** Unless otherwise agreed in writing, Seller shall deliver Products FOB Destination (Buyer's factory in Pasadena, CA), using best available commercial packaging practices and in compliance with applicable federal, state, and local transportation regulations, to ensure safe and timely delivery to destination. Partial shipments shall be permitted without liability or penalty. All shipping and transportation charges, as well as any export duties due, shall be paid by Seller. Each shipment will constitute a separate sale and Buyer shall pay for Products shipped, whether such shipment is in whole or partial fulfillment of Buyer's Order. If for any reason Buyer fails to accept delivery of Products on the delivery date or if Seller is unable to deliver Products on the designated delivery date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Products shall pass to Buyer; (ii) the Products shall be deemed to have been delivered. Delivery dates are based on prompt receipt of Orders by Seller and all information necessary to permit Seller to proceed with work immediately and without interruption and satisfactory assurance of compliance with the terms of payment agreed upon.
4. **TITLE AND RISK OF LOSS.** Title and risk of loss passes to Buyer upon delivery of the Products at the FOB Point.
5. **INSPECTION AND ACCEPTANCE.** Final acceptance or rejection of the Products shall be made as promptly as practical after delivery to Buyer; however, unless earlier rejected, the Products shall be deemed by the Parties to be accepted within 30 days after delivery to Buyer. Upon acceptance of each unit of Products, Buyer waives any right to revoke such acceptance for any reason, whether known or unknown to Buyer at the time of acceptance. Any defect or nonconformance becoming apparent in the Products after such acceptance shall be corrected under, and subject to, the conditions of Article 8 (Warranty) below.
6. **PRICE.** Buyer shall purchase the Products from Seller at the prices (the "Price") set forth in Seller's quotation as of the date that Seller accepts Buyer's Order or as otherwise agreed by the Parties. All Prices are exclusive of sales, use and excise taxes and any other similar taxes, duties and charges of any kind imposed by a governmental entity on amounts payable by Buyer. Buyer is responsible for all such charges, costs and taxes, but Buyer is not responsible for taxes imposed on or with respect to Seller's income, revenues, receipts, personnel or real or personal property or other assets.
7. **PAYMENT TERMS.** Payment shall be made in full within thirty (30) days from date of Seller's invoice or the date of delivery of Products, whichever is later. All payments shall be in U.S. dollars.

8. **WARRANTY.** Seller warrants all Products to be furnished under this Order shall be free from defects due to faulty workmanship or material for the period of twelve (12) months from the date of delivery to Buyer. Seller shall give to Buyer (insofar as it is assignable) the benefits of any express written warranties given to Seller by such manufacturer or other vendors. This warranty shall apply only on the condition that;
 - a. Buyer delivers written notice of its claim under this Article to Seller within such warranty period, and within fifteen (15) days of the time when Buyer discovers or should have discovered the defect which is the basis for its claim;
 - b. Seller is given a reasonable opportunity after receiving notice to examine the Products and Buyer (if Seller requests) returns such Products to Seller's facility at Seller's cost for such examination; and
 - c. The Products have not been the subject of a replication (i.e. reverse engineering) program, either formal or informal, sponsored or supported by Buyer, U.S. Government or other entity.The obligations and liabilities of Seller under this warranty are expressly limited to (i) the replacement, repair or re-performance by Seller of such Products, or (ii) credit or refund of the Price of such Products at the pro rata Price but, if Seller requests, Buyer shall, at Seller's expense, return such Products, to Seller. Buyer may effect warranty repairs of the confirmed defective Products at its facility only with Seller's prior written approval. Seller will reimburse Buyer for such repair at labor rates to be mutually agreed upon, but not exceeding Seller's own rates. Seller will reimburse Buyer for its reasonable transportation costs to return such Products which are confirmed by Seller to be defective when greater than \$50.00.
9. **LIMITATION OF LIABILITY.** Seller will not have any liability for liquidated damages, or for collateral, indirect, incidental, consequential or special damages, including loss of profits or loss of use, and the aggregate total liability of any damages under any resulting Order, including mutually agreed modifications, shall in no event exceed the Price of the Product giving rise to the claim (or claims) of liability, whether resulting from delays in delivery or performance, breach of warranty, claims of negligent manufacturing, patent or copyright infringement, or otherwise. The limitation of liability set forth in this Article will not apply to liability resulting from Seller's gross negligence or willful misconduct.
10. **COMPLIANCE WITH LAWS.** Each Party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that Party and shall obtain any permits or licenses necessary for its operations. Neither Party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other Party.
11. **TERMINATION.** In addition to any remedies set forth herein, Seller may terminate the Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under the Agreement; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Performance of work under this Order may be terminated by Buyer, in whole or in part, if, within thirty (30) days of Buyer's notice to Seller, or any mutually agreed extension to which the Parties have agreed, Seller fails to: (i) cure any material failure to perform, discharge or fulfill its obligations under this Order, (ii) fails to make progress so as to materially endanger performance of the Order, or (iii) fails to provide adequate assurance of future performance. Buyer may require Seller to deliver to Buyer any supplies, materials and manufacturing materials Seller has specifically produced or acquired for the terminated portion of the Order. In no event will Seller be required to submit, provide, furnish or relinquish any Seller intellectual property or proprietary information. Seller shall continue all work not terminated.
12. **PROPRIETARY AND CONFIDENTIAL INFORMATION.** All non-public, confidential or proprietary information of either Party, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by one Party to the other, whether disclosed orally or

disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," or "proprietary" in connection with the Agreement is confidential and proprietary, is solely for the use of performing the Agreement and may not be disclosed or copied unless authorized in advance by the disclosing Party in writing. Upon the disclosing Party's request, the receiving Party shall promptly return all documents and other materials received. Each Party shall be entitled to injunctive relief for any violation hereof. This Section does not apply to information that is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; or (c) obtained by the receiving Party on a non-confidential basis from a third party who was not under an obligation of confidentiality.

13. **FORCE MAJEURE.** Seller shall not be liable to Buyer, nor be deemed to have defaulted or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond Seller's reasonable control including, without limitation, any acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.
14. **CHANGES.** These Terms may only be amended or modified in a writing that specifically states that it amends these Terms and is signed by each Party. Buyer may, at any time prior to the delivery date, and with due notice to Seller, request a change to the Order. Such request will be submitted in writing. If accepted by Seller, and if such change causes an increase in the cost of or the timing required for Seller's performance under the Order, then the price and/or delivery schedule of the Products corresponding to such changed portion(s) of the Order shall be equitably adjusted and the Parties shall modify the Order accordingly in writing.
15. **INDEMNITY.** Seller shall indemnify and hold Buyer and its customers harmless from and against any expense or liability, including reasonable costs, fees and damages, arising out of any claim, suit or proceeding that the manufacture or furnishing of Products under this Order, or the use of such Products (without modification or further combination) or sales of such Products constitutes infringement of any U.S. patent. If an injunction should issue, Seller shall procure for Buyer and its customers the rights to continue using said Products, or modify them in a manner acceptable to Buyer so they become non-infringing, or with the written approval of Buyer, remove said Products and refund the purchase price. Each of Seller and Buyer agree to indemnify and hold the other Party harmless from and against any expense or liability, including reasonable costs, fees and damages, arising out of (a) a breach of any of its representations, warranties or other obligations under this Order and (b) any act or omission of its employees, agents or representatives, except to the extent caused by the negligence or misconduct of the other Party.
16. **INTELLECTUAL PROPERTY.** Buyer agrees that Seller has designed the Products being supplied under this Order and shall own all intellectual property rights associated with such Products and such designs. Buyer agrees that all information provided by Seller related to such designs is proprietary and confidential and Buyer shall assert no right in such designs by reason of use by Buyer or disclosure to Buyer of such designs. In no event will Buyer copy, reproduce, reverse engineer or attempt to reverse engineer, or cause or request others to reverse engineer or attempt to reverse engineer any drawings, designs or Products provided by Seller. Nor will Buyer and Buyer's customer use any data or documentation provided by Seller under this Order in any manner or for any reason that is detrimental to the best interests of Seller.
17. **EXPORT CONTROL.** The Parties agree to comply with all applicable U.S. export control laws and regulations, including, but not limited to, the Arms Export Control Act, the International Traffic in Arms Regulation (ITAR), the Export Administration Act, and the Export

Administration Regulations (EAR). In addition, the Parties agree that they will not transfer any export controlled items, data, or services without the authority of an export license, agreement, or applicable exemption/exception. Each Party agrees to notify the other Party's authorized representative if any Products under this Order is restricted under export control laws or regulations, if they become listed on any restricted party list including, but not limited to, the Denied Persons List, Unverified List, Entity List, Specially Designated Nationals List and Debarred List, or if they have any export privileges denied, suspended, or revoked by the government. Each Party shall be responsible to the other Party for all losses, costs, claims, causes of action, damages, liabilities and expenses, including reasonable attorneys' fees, all expenses of litigation and/or settlement, and court costs, arising from any violation of the above laws and regulations, or breach by its officers, employees, agents, suppliers, or subcontractors at any tier, of the obligations under this Article.

18. **INSURANCE.** Each Party agrees to maintain insurance in commercially reasonable amounts calculated to protect itself and the other Party to this Order from any and all claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from activities performed or facilitated by this Order, whether these activities are performed by that company, its employees, agents, or anyone directly or indirectly engaged or employed by that Party or its agents.
19. **WAIVER AND SEVERABILITY.** Failure of either Party to insist on strict compliance with any of the terms, covenants, and conditions of this Order shall not be deemed a waiver of such terms, covenants, and conditions, or of any similar right or power hereunder at any subsequent time. If any provision of this Order shall be declared by any court of competent jurisdiction to be illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.
20. **ASSIGNMENT.** Neither Party shall have the right to assign or subcontract any of its obligations or duties under this Order without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.
21. **RELATIONSHIP OF THE PARTIES.** The relationship of the Parties under this Order is that of independent contractors. In all matters relating to this Order each Party hereto shall be solely responsible for the acts of its employees and agents, and employees or agents of one Party shall not be considered employees or agents of the other Party. Except as otherwise provided herein, no Party shall have any right, power, or authority to create any obligation, express or implied, on behalf of any other Party. Nothing in this Order is intended to create or constitute a joint venture, partnership, agency, trust, or other association of any kind between the Parties or persons referred to herein.
22. **GOVERNING LAW.** All matters arising out of or relating to the Agreement are governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California. The United Nations Convention on the International Sale of Goods does not apply to any matter arising out of or relating to the Agreement.
23. **SUBMISSION TO JURISDICTION.** Each Party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, any federal court of the United States or courts of California, in each case located in Los Angeles County, in any legal proceeding arising out of or relating to this Agreement. Each Party agrees that all claims and matters may be heard and determined in any such court and each Party waives any right to object to such filing on venue, forum non-convenient, or similar grounds.
24. **NOTICES.** All notices shall be in writing and shall be delivered personally, by United States certified or registered mail, postage prepaid, return receipt requested, or by a recognized overnight delivery service. Any notice must be delivered to the Parties at their respective addresses set forth in the Order or to such other address as shall be specified in writing by either Party according to the requirements of this section. The date that notice shall be deemed to have been made shall be the date of delivery, when delivered personally; on written verification of receipt if delivered by overnight delivery; or the date set forth on the

return receipt if sent by certified or registered mail. Except as otherwise provided in the Agreement, a notice is effective only (a) upon receipt of the receiving Party, and (b) if the Party giving the notice has complied with the requirements of this Section.

25. CUMULATIVE RIGHTS. Any specific right or remedy provided in this Order will not be exclusive but will be cumulative of all other rights and remedies.
26. SUCCESSORS AND ASSIGNS. This Order shall be binding on and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and permitted assigns.
27. SURVIVAL. Provisions of these Terms that by their nature should apply beyond their terms will remain in force after any termination or expiration of the Agreement.
28. HARDSHIP. In the event that any economic or commercial circumstances, beyond the reasonable expectation of the Parties, arise after the execution of this Order and should then modify the economic or commercial balance of this Order in such a way that the performance of its obligations under the Order would be inequitable or cause damages to said Party, the Parties hereby agree to meet with the utmost dispatch, and in good faith, in order to examine the appropriate changes to be introduced in the terms and conditions of this Order with a view to reestablishing the economic and commercial balance thereof.