

STANDARD TERMS AND CONDITIONS FOR VENDORS

APPLICABILITY AND ACCEPTANCE

- All services ordered by ATA Engineering, Inc., (“Company”) pursuant to this purchase order shall be subject to and in accordance with the terms set forth on the accompanying purchase order cover page and the terms and conditions set forth below. The term “Vendor” shall refer to the subcontractor, supplier, or vendor designated on the accompanying purchase order cover page.
- Vendor accepts all of the purchase order terms and conditions, including ATA’s quality standards, upon the earlier of Vendor’s acknowledgement or Vendor’s full or partial performance hereunder.

PAYMENT, DELIVERY, INSPECTION, AND TESTING

- Vendor’s invoices and monthly statements must reference the correct Company purchase order number.
- Company will pay Vendor according to the terms of payment set forth on the cover page of this purchase order.
- Vendor must fulfill delivery requirements unless a delay in delivery or acceptance is due to factors beyond the Vendor’s control such as government action or failure to act, terrorist acts, strikes or other labor issues (except among Vendor’s employees), fire, and severe weather conditions.
- The Company reserves the right to reject any services that it deems non-conforming, defective, unsafe, unfit, or in any other way unsuitable for its purposes.
- The Company reserves the right to require replacement or correction of rejected services at no additional charge to Company.

CHANGES, CANCELLATION, WARRANTIES, INDEMNIFICATION, INSURANCE, LIABILITY, CONFIDENTIALITY

- The Company reserves the right to make changes in specifications and delivery schedules and to adjust any changes in cost accordingly. Any increases in cost to Company resulting from changes are subject to Company’s prior written approval.
- The Company may, with or without cause and without prejudice to any other remedy Company may have, cancel a purchase order in whole or part without liability upon written notice to Vendor.
- Vendor represents and warrants that: (a) its services will comply with all applicable Company specifications and requirements; (b) it holds all necessary business licenses to carry out its business; and (c) it will comply with all applicable laws, rules, regulations, licenses, permits, ordinances, codes, and/or standards in the performance of its services for Company.
- To the fullest extent permitted by law, Vendor agrees to defend, indemnify, and hold Company and its agents, representatives, employees, officers, directors, affiliates, successors, assigns, and customers harmless from and against any and all claims, demands, actions, damages, costs, losses, and liabilities (including reasonable attorneys’ fees and costs) caused by, arising from, or in any way connected with (a) the services provided to Company hereunder, (b) any act or omission of Vendor, its agents, employees, or subcontractors, or (c) Vendor’s breach of any of the terms and conditions contained herein. Such indemnification obligations shall survive the cancellation or expiration of this purchase order.
- At all times while Vendor is providing services under this purchase order, Vendor agrees to procure and maintain at its own expense the following insurance: (a) worker’s compensation insurance in compliance with the applicable states’ law; (b) employer’s liability coverage of at least \$1,000,000 each accident, \$1,000,000 each disease policy limit, and \$1,000,000 each employee; (c) commercial general liability insurance, written on an occurrence form, including but not limited to premises-operations, property damage, products/completed operations, contractual liability, independent contractors, personal injury and advertising injury and liability assumed under an insured contract, with limits of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate.

- The Company is not liable for any claim of any kind, for any loss, or for any damage arising out of, in connection with, or resulting from any purchase order in excess of the price allocable to the services giving rise to such claims.
- Any action resulting from the Company's alleged breach as to the services delivered must commence within one year after the cause has accrued, or Vendor shall be deemed to have waived any such claims.
- IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FROM OR RELATING TO THIS PURCHASE ORDER FOR PUNITIVE, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- All information the Company provides to the Vendor is confidential.
- Vendor may not advertise or publicize the relationship created by a purchase order without the Company's prior written consent.

WORK PRODUCT, EXPORT COMPLIANCE, GOVERNMENT CONTRACTOR

- Vendor agrees all writings, drawings, designs, copyrightable material, inventions (whether or not patentable), improvements, discoveries, developments, and all works of authorship created by Vendor in performance of services hereunder, including all worldwide rights therein under any patent, copyright, trade secret, confidential information, or any other intellectual property right (collectively "Work Product"), are the sole property of Company, subject to any rights or licenses therein of the U.S. Government resulting from Company's agreement with the U.S. Government. Vendor assigns to Company all right, title, and interest in and to all such Work Product and shall perform such act as needed to transfer, perfect, and defend Company ownership of the Work Product.
- Vendor is advised that its performance of this Agreement 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." Vendor 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 ATA in writing the country in which Vendor is incorporated or otherwise organized to do business, or if a natural person, all citizenships and U.S. immigration status. Vendor shall comply with any and all Export Laws and Regulations, and any license(s) issued thereunder.
 - Vendor shall not give any information to foreign persons.
- Company complies with all applicable federal anti-discrimination laws. Company and Vendor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and agree that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified protected veterans and qualified individuals with disabilities. The parties agree that, as applicable, they will abide by the requirement of Executive Order 13496 (29 CFR Part 741, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.
- If Vendor is a subcontractor to Company under any Company agreement with the United States Government that requires Company to comply with provisions of the Federal Acquisition Regulations (FARs) or Defense Federal Acquisition Regulations (DFARs), then Vendor agrees to comply with such provisions of the FARs and/or DFARs as and to the extent applicable to Company and its subcontractors. Upon Vendor's request, Company will provide Vendor with copies of or references to the applicable provisions of the FARs and/or DFARs to which Vendor is subject. Regarding DFARS cybersecurity supply chain flowdown requirements, the subcontractor will need to sign an addendum to their Company agreement.
- Vendor shall not assign this purchase order or any rights or obligations hereunder, or subcontract any work under this purchase order, without the prior written consent of Company. Any assignment or subcontracting without such consent shall be null and void. To the extent Vendor assigns or subcontracts any obligation or work under this purchase order with Company's consent, Vendor shall remain responsible for ensuring compliance with this purchase order by such permitted assignee or subcontractor.