

SUPPLY CONTRACT

Between

SPACE FLORIDA
(the Purchaser)

and

LATECOERE SERVICES
(The Supplier)

relating to the manufacturing and supply of
MGSE and Assembly Line at Exploration Park

Reference: GEN1.CT000001328.AOS

Revision Report

Following changes have been made to this Contract:

Amendment	Date	Article	Change

This supply contract (hereinafter referred to as the “**Contract**”) is entered into on the Contract Effective Date

AMONG:

SPACE FLORIDA, an independent special district, a body politic and corporate, and a subdivision of the State of Florida, whose principal place of business is 505 Odyssey Way, Suite 300, Exploration Park, FL 32953.

(hereinafter referred to as the “**Purchaser**” or “**Space Florida**”),

AND

LATECOERE SERVICES, a Private Limited Company (“S.A.S.”) incorporated under the laws of France and authorized to do business in Florida, registered under number 378 735 534 RCS Toulouse with its registered office at 1 avenue Pierre-Georges Latécoère, 31570 Sainte Foy d’Aigrefeuille, France, acting in its name and in the name and on behalf of any of its current or future subsidiaries.

represented by Mr Hubert DEHAESE acting in the capacity of Executive vice President, (hereinafter referred to as the “**Supplier**” or “**LATECOERE Services**”),

Purchaser and Supplier are individually referred to as the “**Party**” and collectively referred to as the “**Parties**”, as the context requires.

RECITALS:

WHEREAS, Space Florida is leasing certain real property commonly known as “Exploration Park” from the National Aeronautics and Space Administration, an Agency of the United States, John F. Kennedy Space Center, Kennedy Space Center Florida (“**NASA-KSC**”) under the NASA John F. Kennedy Space Center Enhanced Use Lease, KCA-4222, as amended (the “**NASA Lease**”).

WHEREAS, Airbus OneWeb Satellites LLC (“**AOS**”) desires to establish spacecraft integration operations in Florida through the development of a site at Exploration Park for satellite design, manufacture, assembly, integration, testing, delivery and sale (the “**Facility**”). The Facility will consist of a factory building and one or more assembly lines.

WHEREAS, Space Florida will finance and construct the Facility on Parcels D and F at Exploration Park Phase 1 to AOS’s specifications. Space Florida will own and lease the Facility to AOS, or one of its subsidiaries, pursuant to a sublease to be entered into by Space Florida and AOS, or one of AOS’s wholly-owned subsidiaries (the “**Sublease**”).

WHEREAS, Space Florida has entered into Financial Assistance Grant Agreement # 435322-1-94-01, 434862-1-94-01 with the Florida Department of Transportation (“**FDOT**”) under which Space Florida will receive funding from FDOT for the design and construction of the Facility.

WHEREAS, the Supplier was previously selected by AOS, through its wholly-owned subsidiary, Airbus OneWeb Satellites, S.A.S., to design and assemble a final assembly line at AOS’s facility in Toulouse, France.

WHEREAS, the Supplier, having full knowledge of the space industry and of the high level of requirements in terms of quality, safety, continuity and competitiveness inherent therein, declares, as a professional in this field, that it has the technical capability and capacity, the know-how and the necessary resources to perform the Work for the Contract.

WHEREAS, because of the Supplier’s qualifications and expertise, Space Florida now desires to engage the Supplier to assemble [one / two] final assembly line[s] to be included in the Facility, which will be owned by Space Florida and leased to AOS, or one of AOS’s wholly-owned subsidiaries in the same manner as the Facility.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and intending to be legally bound,

THE PARTIES AGREE AS FOLLOWS:

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1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** Unless otherwise defined, capitalized terms, singular or plural, used in the Contract shall have the meanings set out below:

<i>“Acceptance”</i>	has the meaning set out in Article 6.3, “Acceptance”.
<i>“Accepted”</i>	means that Acceptance has occurred.
<i>“Affiliates”</i>	means, with respect to a Party, any corporate or other person that Controls or is Controlled by or is under common Control with such Party.
<i>“AOS”</i>	means Airbus OneWeb Satellites LLC, a limited liability company formed under the laws of Delaware, United States authorized to do business in Florida, with an address of 1400 Key Boulevard, Arlington, VA 22209.
<i>“Associates”</i>	means the officers, directors, employees, consultants, agents, suppliers, subcontractors, parent companies, subsidiaries and assignees of a Party and/or any other person who shall act on behalf of or at the direction of a Party.
<i>“Authorised Representative”</i>	means that person duly authorised by a Party to act on behalf of that Party in all matters relating to the Contract and who is identified in Article 20, “Communications”.
<i>“Background IPR”</i>	means any Intellectual Property Rights, other than Foreground IPR, (i) owned or licensed by either Party prior to the CED, or (ii) acquired or generated by either Party at any time independently from and unrelated to the execution or performance of the Contract and not included in design work or other Intellectual Property Rights made available by the Supplier (or any of its Affiliates) and/or Purchaser for possible use in designing and/or building satellites and/or components thereof.
<i>“Business Day”</i>	means any day other than a Saturday, Sunday or other day on which banks are authorized to be closed in the United States of America and France.
<i>“Confidential Information”</i>	has the meaning set out in Article 19, “Confidentiality”.
<i>“Change Notice”</i>	has the meaning set out in Article 15 “Changes/Modifications”.
<i>“Consultant”</i>	means any third party authorized by a Party to this Contract to provide technical and program support, analysis, oversight and any other assistance to such Party, as reasonably determined by such Party, in connection with the performance of this Contract.
<i>“Contract”</i>	means this document including the Annexes and Exhibits

	hereto and all documents included by reference, as amended, supplemented or substituted in accordance with the terms of the Contract.
“Contract Effective Date” or “CED”	means the last date the Contract is signed by all Parties.
“Control”	means with respect to any person (a) the ownership directly or indirectly of 50% or more of the voting rights of such person, or (b) the power directly or indirectly to appoint or remove a majority of the members of the board of directors or similar governing body of such person, or (c) the right to exercise a dominant or decisive influence over such person and the terms “Controls”, “Controlling” and “Controlled” shall have the meanings correlative to the foregoing.
“Customers”	means each customer of AOS, including OneWeb, that purchases satellites or other equipment and/or services.
“Data”	means any Information to be Delivered by the Supplier under this Contract.
“Deliverable Work”	means the Work or part thereof to be Delivered by the Supplier to the Purchaser as part of the Work identified in Annex 2 of the Contract. “Deliverable Work” shall include and refer not only to the whole of the Work listed in the Contract but also every component and part thereof including all necessary hardware and software.
“Delivery”	has the meaning set out in Article 6.2.1 hereafter. “Deliver” and “Delivered” shall be construed accordingly.
“Delivery Dates”	means the dates for Delivery of the Work as identified in the Annex 1, Exhibit C, “Schedule”,
“Dollars” or “US\$”	means the legal currency of the United States of America.
“EAR”	means the Export Administration Regulations of the United States of America.
“Engineering Model” or “Flatsat”	has the meaning set out in Annex 2.
“Export Control Classification Declaration”	means a form to be completed by the Supplier which identifies any Export Regulations to which the Work or any part of the Work may be subject.
“Export Regulations”	means any national or international trade and/or export control laws and regulations to which the Work or any part of the Work may be subject, including the export laws and regulations of the United States of America and the European Union.
“Force Majeure Event”	means any event which is unforeseeable, unavoidable, beyond the control of a Party and not occasioned by the fault or negligence of that Party, including war, acts of

	terrorism, riots, explosions, fire, floods, acts of any governmental authority after the CED, typhoon, earthquake, epidemics, quarantine restrictions, national strikes and freight embargoes, provided that this event (i) could not have been avoided by that Party through the exercise of reasonable foresight or reasonable precautions, and (ii) cannot be circumvented by that Party's efforts to establish acceptable work-around plans. For the avoidance of doubt the following events shall not be Force Majeure Events: refusal, or delay in receipt, of any permits, licences or any other approvals, permissions or consents necessary to carry out the Work or to perform obligations under the Contract; strike other than a national strike; or any event which occurred after a contractual deadline in respect of the Work.
<i>“Foreground IPR”</i>	means any Intellectual Property Rights (i) generated or developed during the performance of the Contract, or (ii) included in design work or other Intellectual Property Rights made available by the Supplier (or any of its Affiliates) to AOS and/or the Purchaser for possible use in designing and/or building satellites and/or components thereof
<i>“Incoterm”</i>	means the international rules for the interpretation of trade terms published by the International Chamber of Commerce, 2010 edition.
<i>“Information”</i>	means all information related to the Work, including data and information of a technical, business or financial nature which has been documented on any tangible media, including writings, drawings, sound recordings, computer programs, pictorial representations and graphs.
<i>“Intellectual Property Rights” or “IPR”</i>	means any industrial and intellectual property rights pertaining to the Work including all rights in patents, utility models, inventions, discoveries, designs, topographies, copyrights, author's rights, brands, database rights, trade secrets, manufacturing or business processes, methods, procedures, know-how and other rights in information, trade and service marks, trade names, domain names, logos, plans, algorithms, drawings, specifications, technical-related documentation, any software, in each case whether registered or unregistered and including applications for registration, any renewals or extensions or improvements thereof and all rights or forms of protection having equivalent or similar effect anywhere in the world.
<i>“Item”</i>	means any equipment and/or system, component and/or

	any part thereof (including spare parts, software, Tooling as hereafter defined, any sort of data, or any other goods and associated services), which shall be manufactured, supplied, performed and/or supported by the Supplier pursuant to the Contract and as specified in the Specification and other applicable documents.
“Key Personnel”	has the meaning set out in Article 20, “Communication”.
“ITAR”	means the International Traffic in Arms Regulations (22 CFR 120-130) promulgated by the United States Department of State.
“Law”	means any law, order, statute, statutory instrument, regulation, decree, directive or instrument of equivalent effect.
“LLI”	means long lead items.
“OneWeb”	means WorldVu Limited, d/b/a OneWeb, and any and all of its Affiliates.
“Place of Delivery”	means the place to which the Work shall be Delivered as identified in Article 6, “Delivery and Acceptance”.
“Program”	means AOS’s program for the design and manufacture of the “GEN1 Constellation” for OneWeb.
“Purchaser”	has the meaning set out in the Preamble.
“Satellite”	means any satellite assembled and integrated by AOS or its subsidiaries at the Facility.
“Schedule”	has the meaning set out in Exhibit C “Schedule”.
“SOW” or “Statement of Work”	means the statement of work included in Annex 2.
“Specification”	means the document defining the Work in terms of technical requirements setting out, inter alia, its functions and performances, a copy of which is included in Annex 3, “Equipment Requirements Specification and associated IRD”, as may be amended from time to time.
“Subcontract”	means a contract entered into by the Supplier with a Subcontractor in accordance with Article 14, “Subcontracting”.
“Subcontractor”	means a supplier under any Subcontract.
“Sublease”	has the meaning set out in the Recitals.
“Successfully Completed” or “Successful Completion”	means, as to any task or test, that the relevant task(s) and test(s) have been completed and the corresponding test report(s) and test data, if applicable, have been Delivered to the Purchaser (if required hereunder) and the item has been demonstrated, through all required tests and as shown in test data, to conform to the applicable requirements of the Specification without any unresolved defects or anomalies which require a waiver in accordance with Article 30. “Successfully Completed” or

	“Complete” when used in relation to a program review means that the review has been held, minutes have been signed by both Parties, and actions have been agreed to with individuals and closure dates assigned.
“Taxes”	means any tax, duties, levy, impost, duty or other or similar charge or withholding of a similar nature of any nature whatsoever (including any related fine, penalty, charge or interest) imposed, collected, withheld or assessed by, or payable to, any tax authorities in connection with this Contract; for the avoidance of doubt, Taxes exclude any taxes assessed on a Party under the law of the jurisdiction in which that Party is incorporated and from which that Party operates for the purpose of this Contract, if these taxes are imposed on, or calculated by reference to, the net income received or receivable by that Party, which taxes will at all times remain at the charge of said Party.
“Test Review Board” or “Qualification Test Review Board”	means the test review board defined as such in Annex 2.
“Tooling”	means the tooling necessary for the maintenance and the tuning of the Work as described in Article 13 and specifically developed for the Purchaser.
“Test Review” or “Review”	means the review conducted by the Test Review Board as defined as such in Annex 2.
“Work”	means all construction, manufacturing, tests, services, acts or part thereof to be performed by the Supplier under this Contract, including all optional Work (if requested by the Purchaser under Exhibit I), Data, Information and/or all Deliverable Works and equipment, materials, parts, work-piece, items, matters, information, services and all documentation to be furnished and rights to be transferred under the Contract.

1.2 Interpretation

Unless the context otherwise requires:

- a) the singular includes the plural and vice versa;
- b) “person” includes a reference to any individual, partnership, firm, or any other body of persons, company, association, partnership or organisation;
- c) “including” and “include” are each to be construed without limitation;

- d) the headings in the Contract are for convenience only and shall not affect the interpretation of the Agreement;
- e) unless otherwise stated all references to Clauses, Annexes, Appendices, Schedules and Exhibits are to those of the Contract.
- f) any Article shall be construed as a reference to an article of this Contract and/or of an Exhibit and Annexes to this Contract as relevant;
- g) any Annexes, Exhibit shall be construed as a reference to an Annex, Exhibit to this Contract.

2. SCOPE OF WORK

2.1 **General Scope.** The Contract sets out the terms and conditions under which the Supplier shall perform the Work. The performance of such Work shall be strictly in accordance with the Contract. The Supplier shall perform and deliver the Work under this Contract which consists of a first milestone defined as “start of project” in Exhibit B1-Baseline (MEL1), Milestones and Payment Plans. The Work is further described in Appendix 2, Statement of Work (the “Statement of Work”).

The total price to be paid by the Purchaser to the Supplier for the Work to be performed under this Contract shall not exceed Eight Million Eight Hundred and Eighty-Two Thousand Dollars (\$8,882,000.00) in accordance with Exhibit B. The authorized price to be paid by the Purchaser to the Supplier for the “start of project” shall not exceed Six Hundred and Thirty-Eight Thousand Dollars (\$638,000.00) unless or until an amendment to this Contract is authorized as set below. The prices set forth in Exhibit A-Prices Baseline, includes all of the Work described in Appendix 2, Statement of Work. The dollar amount associated with a specific milestone as set forth in Exhibit B1 shall be paid once all deliverables specified in Exhibit B1 column “Deliverables” and Appendix 2 Statement of Work are received and approved by the Purchaser. The price is a lump sum fee and shall not be adjusted regardless of whether an audit determines that the actual time and costs incurred by the Supplier in performing the Phase 1 Statement of Work is more or less than budgeted, estimated or anticipated.

In the event that the Purchaser wants to proceed with the subsequent phases of work, the Parties shall apply the terms and conditions of the Contract *mutatis mutandis*. The additional phases are expected to be as follows:

- **Phase 2 of the Work:** remaining portion of the Work not included in Phase 1 and as defined in **Annex 2 Statement of Work**.
- **Phase 3 of the Work:** Option 1 Line 2 in Melbourne (Florida-USA) as defined in Appendix 2 Statement of Work.

Work other than the Work authorized under this Contract in Appendix 2, Statement of Work, shall not commence prior to execution of an agreement or an amendment to this Contract by the Parties. Unless otherwise agreed to by the Parties the Purchaser shall have no obligation to the

Supplier for work other than work authorized under this Contract. Work done by the Supplier which is not authorized under this Contract is done at Supplier's own risk, cost and expense, and Supplier acknowledges that the Purchaser will not pay Supplier for such work. The Purchaser shall pay for services properly performed and delivered by the Supplier and accepted by the Purchaser in accordance with the terms of this Contract.

- 2.2 **Supplier Resources.** The Supplier hereby assumes entire responsibility for the timely and proper performance of its obligations under the Contract and for this purpose the Supplier undertakes to provide all necessary resources, qualified personnel and facilities to perform the Work.
- 2.3 **Transparency.** In order to ensure the Successful Completion of the Work, the Supplier agrees to work in close cooperation with the Purchaser in a maximized transparency, open communication, and a proactive mode. Should the Supplier face a difficulty or concern, which may have a significant impact on the performance of the Contract, it shall promptly notify the Purchaser and the Parties shall meet in order to identify remedies to such difficulty or concern.
- 2.4 **Optional Work.** The Purchaser may, at its option, to be exercised in writing from time to time, require the Supplier to provide any optional Work identified in Annex 1, Exhibit I "Options" of the Contract and the Supplier shall provide such optional Work accordingly.
- 2.5 **LLI.** The Supplier shall list all the LLI used to perform the Work in Exhibit C "Schedule". If any new LLI are required to perform Work, the Supplier shall (i) immediately notify the Purchaser of such LLI and (ii) modify the Exhibit C "Schedule" accordingly.
- 2.6 **Deliveries and performances.** The Supplier understands and agrees that time Deliveries and performances (Compliance to requirements and product reliability) are of the essence of the Contract.
- 2.7 **Purchaser's Representative.** AOS will act as the Purchaser's Representative to monitor the Work, provide review, comment, advice, and technical supervision, all of which shall be subject to Purchaser's approval and concurrence. AOS will be represented by Laurent Baudel.

3. APPLICABLE DOCUMENTS AND ORDER OF PRECEDENCE

- 3.1 The Purchaser and Supplier's respective generic company standard terms and conditions of purchase and supply are expressly excluded under this Contract.
- 3.2 **Order of Precedence.**

In the event of any conflict or inconsistency between the following documents, the order of precedence between them shall be:

- a) the Contract without Annexes and without documents included therein by reference;
- b) the Annexes;

- c) the technical proposal of the Supplier referenced 12431-102182-PRT-0001;
- d) referenced documents.

4. EFFECTIVE DATE AND DURATION

- 4.1 **Entry into Force.** This Contract shall enter into force on the CED and will, unless earlier terminated in accordance with Article 23 “Termination”, remain in full force and effect for a period of five (5) years.
- 4.2 **Survival.** Notwithstanding the foregoing, any Articles hereof which by their nature shall survive the expiry or termination of the Contract shall remain in full force after such expiry or termination, including but not limited to Article 5 “Export Compliance”, Article 7 “Representations and Warranties”, Article 18 “Intellectual Property Rights”, Article 19 “Confidentiality”, Article 22 “Compliance With Law”, Article 24 “Liability”, Article 25 “Insurance”, and Article 26 “Governing Law and Dispute Resolution”.

5. EXPORT COMPLIANCE

- 5.1 **Export Regulations.** The Work may be subject to Export Regulations. The Parties acknowledge that diversion contrary to such Export Regulations is prohibited.
- 5.2 **Identification and Classification.** The Supplier shall identify any part of the Work that is subject to Export Regulations as soon as possible after the CED and shall fill in and sign the Export Control Classification Declaration (Exhibit D of the Contract) with the complete classification number, including all the digits, covering both the supplied items and its contents including HW, SW, Services and Technology and deliver such completed Export Control Classification Declaration to the Purchaser. In case of a (i) change in Export Regulations or (ii) change in the Work which affects its classification under relevant Export Regulations, the Supplier shall send an updated Export Control Classification Declaration to the Purchaser within ten (10) Business Days of being aware of such change. In the event such changes occur after Delivery of the Work, the Supplier shall use its best efforts to provide reasonable assistance requested by the Purchaser. The Supplier shall provide the Purchaser with all necessary information concerning the applicable Export Regulations as well as any assistance it may request in implementing such applicable Export Regulations.
- 5.3 **Traceability.** The Supplier shall ensure traceability of all export controlled elements included in the Deliverables to the Purchaser. Evidence of this traceability shall be kept at Supplier being auditable by the Purchaser or any of the concerned National Administrations.
- 5.4 **Marking.** The Supplier will clearly indicate on the related Delivery notes (i.e. documentation certifying the Delivery) the classification numbers of the controlled parts with regard to their respective regulations being European, US, or otherwise (i.e. hardware, software, technical data subject to Export Regulations) and the number of the applicable export license, if applicable. The Supplier shall mark the controlled part of any deliverable documentation with the appropriate classification numbers and export license number as well as the applicable license exemptions

and distribution restrictions. The Supplier shall use its best effort to only mark the necessary pages/paragraphs of the documentation.

5.5 Supplier Responsibilities. Whenever all or part of the Work is subject to Export Regulations, and without prejudice to its obligations under this Article 5, the Supplier shall:

- a) be responsible for applying and using its best endeavors to obtain in a timely manner and at no cost to the Purchaser, unless otherwise specifically agreed, all relevant classification determinations, official approvals, licenses and authorizations under European, US and other regulations required for the execution of the Contract, the import, export, Delivery, and use of the Work by the Purchaser, AOS, and, to the extent applicable, any Customer in accordance with the Contract; and
- b) submit to the Purchaser for review and approval the exact wording of all applications that need to be signed by the Purchaser, before such applications are submitted to the relevant authority; and
- c) advise the Purchaser in writing on a quarterly basis and/or when requested by the Purchaser of its progress in obtaining such approvals, licences and authorizations (including any statement that needs to be signed by the Purchaser) in the course of the performance of the Contract; and
- d) provide the Purchaser, except when prohibited by the applicable Export Regulations, with a copy of all relevant official approvals, licenses and authorizations and exemptions including a copy of all provisos (e.g. limitations on retransfers) that relate to the compliance obligations of the Purchaser.

The Supplier represents and warrants that neither the Work nor any Items constitute information or material included on the United States Munitions List pursuant to ITAR, or are otherwise subject to regulation under ITAR. Should there be any changes in this statement, this Article shall be re-negotiated by the Parties.

5.6 Replacing Restricted Technology. Notwithstanding anything to the contrary in the Contract, supporting (a) the Purchaser's ability to lease the Work to AOS, (b) AOS's ability to utilize the Work so leased from the Purchaser to manufacture and deliver the Satellites to the Customers, and (c) the Customers' ability to use, operate and maintain the Spacecraft are of the essence of this Contract.

In the event that any Export Regulations would prevent the Supplier from complying with this obligation, the Supplier shall, within a timeframe compatible with the Purchaser's and AOS's business needs, subject to commercial negotiations with the Purchaser and Purchaser's Representative, replace or modify, any restricted technology including redesign and consequential qualifications in order to enable AOS to deliver the Satellites to Customers and Customers to be able to use, operate and maintain the Satellites in compliance with all applicable Export Regulations.

5.7 **Remedies.** Notwithstanding any other provision of the Contract, the Supplier shall be solely responsible and liable for all damages, losses, and liabilities incurred by the Purchaser, AOS and/or any Customer as the result of the Supplier's non-compliance with its obligations under these provisions.

In the event that the Supplier does not fulfil its obligations under this Article 5 due to its fault or negligence, the Purchaser shall have the right to terminate in whole or in part the Contract in accordance with Article 23.1 "Termination for Supplier's Default".

5.8 **Loss of Authorization.** If, without any fault or negligence of the Supplier, within six (6) months after CED or any jointly agreed timeframe, the governmental regulatory agency or relevant authority fails to grant a required authorization to the Supplier or if at any time during the term of the Contract the governmental regulatory agency or relevant authority revokes or suspends such an authorization subsequent to its grant, or grants such an authorization subject to unacceptable conditions, the Purchaser shall be entitled, without incurring any liability whatsoever, to terminate the Contract with immediate effect in whole or in part by giving a written notice to the Supplier (in accordance with the provisions of Article 23.3 "Termination in special cases") and the remedies set out in Article 23.5 shall apply.

5.9 **Not a Force Majeure Event.** Any failure by the Supplier to fulfil its obligations under Article 5 "Export Compliance" that affect Delivery shall not constitute a Force Majeure Event.

5.10 **Flow Down.** The Supplier shall flow down the export compliance requirements and obligations defined in this Article to its Subcontractors at all levels, and obtain relevant information from its Subcontractors and pass this up to the Purchaser in a reasonable time frame

5.11 **Delivery process.** The Supplier shall ensure before any delivery to the Purchaser that necessary authorisation to deliver are available, their information is attached to the delivery pack, the necessary marking of items and documentation is established, the delivery note does include the adequate delivery control statement and finally that customs declaration is in coherence with the planned transfer.

5.12 **Indemnification.** The Supplier shall indemnify and hold harmless the Purchaser, AOS and their respective Affiliates from all direct costs, losses, damages and liabilities, including without limitation, reasonable attorneys' fees, arising from or attributable to Supplier's breach of any provision, condition or requirement of this Article 5.

6. DELIVERY AND ACCEPTANCE

6.1 Delivery Dates

The Supplier shall Deliver the Work in accordance with the Delivery Dates set forth in Annex 1, Exhibit C, "Schedule," and as per the Schedule, as such Delivery Dates may be amended from time to time pursuant to Articles 11, "Force Majeure", and 15, "Changes/Modifications".

6.2 Delivery Requirements

6.2.1 Delivery of any Work or any Item shall occur when it has arrived at the Place of Delivery identified in Article 6.2.2 below in a condition conforming with the requirements of the Contract. The Purchaser or the Purchaser's Representative shall inform the Supplier in writing of any non-conformances found and Delivery shall be deemed not to have occurred until such non-conformances have been remedied to the Purchaser and the Purchaser's Representative's satisfaction.

6.2.2 All Work shall be delivered and installed inside of the Facility in accordance with the Delivered at Place (DAP), Incoterms ® 2010 including insurance, to the following address, unless otherwise agreed upon:

Production Deliverable Work
8301 NewSpace Drive, Merritt Island, Florida 32953

Data and software, when applicable, shall be Delivered to the Purchaser and Purchaser's Representative as per Annex 2 "Statement of Work".

6.2.3 The Supplier shall ensure that Work or applicable Item delivered is compliant to requirements; any non-compliance shall have been approved by the Purchaser prior to Delivery. All required supporting data are also available to the Purchaser either through remote access or to an agreed shared zone.

6.3 **Acceptance**

6.3.1 Acceptance of Work/Items/Data. Acceptance of Work and Data or an Item as applicable shall occur following (i) Delivery and (ii) closure of Action Items to the full satisfaction of the Purchaser and Purchaser's Representative and/or (iii) successful inspection of the Work or the Item as applicable to the satisfaction of the Purchaser and Purchaser's Representative and (iv) Successful Completion of any defined Acceptance tests by the Purchaser and Purchaser's Representative such Acceptance tests shall be defined and agreed by the Supplier, the Purchaser and AOS as soon as possible after the CED. The Purchaser shall not be required to make any payment for any Work or Item (or any final payment due under the Contract) until the Work or the Item as applicable has been accepted by the Purchaser and Purchaser's Representative to the Purchaser's full satisfaction.

6.3.2 Latent Defects. Acceptance of the Work shall not preclude or prejudice the rights of the Purchaser under the Contract or at law and/or AOS to bring a claim against Supplier for a latent defect.

6.4 **Late delivery, Liquidated Damages.**

6.4.1 Notification and Mitigation of Delay. Without prejudice to its obligations under the Contract, the Supplier shall notify the Purchaser orally, and promptly confirm in writing, immediately upon becoming aware of any known or anticipated delay in the performance of its obligations hereunder, stating the anticipated period of the delay, the reasons for the delay, the obligations

affected, and what action is being taken to overcome such delay. The Supplier shall use all reasonable endeavours to mitigate any such delay.

6.4.2 **Damages from Delay.** If the Supplier fails to deliver as per agreed delivery date, the Purchaser reserves the right, in addition to and without prejudice to any other rights the Purchaser may have at law and/or under the Contract, to:

- a) Claim liquidated damages. Such liquidated damages shall be equal to zero point twenty percent (0.20 %,) of the Contract Price per day of delay on the Acceptance milestone and after ten (10) Business Day of grace period; and
- b) At Purchaser's sole discretion, invoice the above liquidated damages (which shall be paid by the Supplier within sixty (60) days) or set them off against any payment outstanding or due to the Supplier or ask the Supplier to issue a credit note; and

Except in the case of the Supplier's gross negligence or wilful misconduct, the total amount of liquidated damages payable by the Supplier pursuant to this Article shall not exceed ten percent (10%) of the Contract Price.

The right of the Purchaser to claim liquidated damages is in addition to the right of the Purchaser to terminate pursuant to Article 23.1, "Termination for Supplier's Default".

6.5 **Title and Risk.** Risk of loss or damage shall pass from the Supplier to the Purchaser upon Delivery of the Work or Delivery of the applicable Item as per the applicable Incoterm. Title to the Work or the applicable Item shall pass from the Supplier to the Purchaser upon Acceptance.

7. REPRESENTATIONS AND WARRANTIES

7.1 **Representations.** The Supplier hereby represents and warrants to the Purchaser that:

- a) Supplier is duly organized, validly existing and (to the extent the concept is applicable in such jurisdiction) in good standing under the laws of the jurisdiction of its organization, has all corporate power and authority and all governmental approvals required for the ownership and operation of its properties and the conduct of its business as now conducted and as proposed to be conducted as and to the extent reasonably necessary or required to enable Supplier to fully and timely perform its duties and obligations under this Contract, and is qualified to do business, and is in good standing, in the State of Florida and every other jurisdiction where such qualification is required to enable Supplier to fully and timely perform its duties and obligations under this Contract; and
- b) The execution and delivery of this Contract and the performance by Supplier of its duties and obligations hereunder have been duly authorised by all necessary corporate or other actions of the Supplier; and

- c) The execution and delivery of the Contract and the performance by Supplier of its duties and obligations hereunder do not contravene any Law; and
- d) The execution and delivery of the Contract and the performance by Supplier of its duties and obligations hereunder do not and will not contravene, or result in any breach of, or do not and will not constitute any default under any agreement to which the Supplier is a party; and
- e) There is no pending or threatened dispute, action or proceeding before any court or agency which, either individually or in the aggregate, might adversely affect its ability to enter into this Contract or perform its duties and obligations under the Contract; and
- f) Supplier will not enter into any agreement, or act or omit to act, in such a way that would impair in any way the Supplier's ability to fully perform the Contract in accordance with the terms hereof; and
- g) Supplier will not enter into any agreement, or act or omit to act, in such way that would limit, condition or alter the full exercise of the rights granted to the Purchaser under the Contract.

7.2 Warranties on the Item and Work

7.2.1 Without prejudice to any other warranties expressed elsewhere in the Contract, the Supplier warrants and represents to the Purchaser that the Work and Item will:

- a) comply with the terms of this Contract, including the specifications and notably any performance requirements therein;
- b) comply with any applicable Laws;
- c) comply with the Purchaser's and AOS's standards (including, without limitation, the names and numbering of the Item) as specified by the Purchaser;
- d) be suitable for its intended use as described in the Contract;
- e) be free from defects notably in the course of performance in normal working conditions;
- f) not cause any damage or material wear and tear to any Item under normal working conditions; and
- g) conform to the latest industrial practices and state of technology.

7.2.2 The Supplier represents and warrants to the Purchaser that Supplier is fully aware of the high level of professionalism and quality required in the aeronautics sector and it undertakes to meet such requirements as a professional expert in all phases of the Work.

7.2.3 Such warranty shall not apply to Work corrected by third parties and/or the Purchaser not under direction of the Supplier.

7.3 Performance Warranties

7.3.1 Time Performance Warranty:

- a) The Supplier represents and warrants that the performance of the Work will be timely and consistent with the contractual Delivery Dates set forth in Annex 1 Exhibit C “Schedule”.
- b) Notwithstanding any other provision contained in the Contract, the Supplier must inform the Purchaser of any failure to comply with the Schedule and the causes thereof as soon as they can be foreseen, so that the Purchaser may take all necessary actions. The Supplier undertakes to minimise such delays and shall implement any necessary actions for ensuring restoration of the Schedule within a time frame compatible with the Purchaser’s and AOS’s requirements and constraints, at Supplier’s own costs.

7.3.2 Product Performance Warranty:

- a) The Supplier represents and warrants that during the Defect Correction Period (as defined below), the Item and/or Work to be delivered shall be compliant with the technical performance requirements set forth in the Contract.
- b) Any non-conformity or failure in performance or reliability due to the Supplier must be remedied promptly and fully by the Supplier, at its own cost and expense.
- c) The Supplier hereby accepts to bear and be solely responsible for the direct financial and organizational consequences resulting from the implementation of corrective actions proposed by the Supplier or the Purchaser. The Supplier undertakes to restore and/or to bring the Item and Work performance and reliability to its required level within a time frame compatible with the Purchaser’s requirements and/or constraints.

7.4 Defect Correction Period Warranty

7.4.1 Remedial Obligation

- a) The Supplier shall be responsible for carrying out at its cost all necessary remedial Work in respect of any defect that may appear or occur during the applicable relevant Defect Correction Period.
- b) The Supplier shall carry out such remedial Work promptly and expeditiously, in consultation with the Purchaser and at such times as the Purchaser may instruct. The Supplier shall liaise with the Purchaser as to the times when such

remedial Work may take place having regard to the Purchaser's commercial requirements and the other requirements of the Purchaser, or any other governmental authority.

- c) Without prejudice to the Purchaser's rights to compensation for non-availability of the Item and/or Work or for any other loss, the remedial Work shall include all parts, labour costs, travel and accommodation expenses, which shall be entirely borne by the Supplier.

7.4.2 Duration of the Defect Correction Period

- a) The duration of the Defect Correction Period, with regard to each Item and/or Work or with regard to the constituent parts of any Item and/or Work, shall be:
 - (i) two (2) years for Item and/or Work designated "off-the-shelf" or "standard" as of Acceptance.
 - (ii) five (5) years for Item and/or Work manufactured by the Supplier as of Acceptance.

For the purpose of this Contract, "off-the-shelf" or "standard" Item and/or Work shall mean Item and/or Work usually commercially available designed and potentially customized by the provider in accordance with the Supplier's requirements.

- b) The Defect Correction Period shall start at the Acceptance by the Purchaser and Purchaser's Representative. For the avoidance of doubt, acceptance with reservations shall not relieve the Supplier from its obligations to perform and/or deliver the Item and/or Work for which reservations are identified.
- c) If any remedial Work of the Supplier results in periods of interference and/or full stoppage of the use by AOS of the Item and/or Work, the Defect Correction Period defined in Article 7 "Representations and Warranties" must be extended by the total duration of all such periods.
- d) The Parties agree that for any remedial Work carried out related to the Defect Correction Period, any replacement parts shall be subject to all the warranties provided under this Contract, the Defect Correction Period for which is the same as the period specified for such part above, from the date of Acceptance of the repair or replacement by the Purchaser.
- e) During any Defect Correction Period, only the Supplier may be authorized by the Purchaser to perform remedial Work on the relevant Item and/or Work. However, in order to avoid stoppages in AOS's production, the Supplier authorizes the Purchaser and/or the Purchaser's Representative and/or their designee, to carry out urgent remedial Work operations, at the cost of the

Supplier. In this case, the Purchaser's Representative and on-site maintenance technicians will work under the sole responsibility and supervision of the Purchaser.

- f) The Supplier shall build up and keep at the Purchaser's and AOS's disposal the spare parts stock, as agreed and listed as soon as possible after CED, to enable immediate replacement, repair and maintenance operations. At the expiration of the Defect Correction Period, the Purchaser shall buy such spare parts stock at prices agreed by both Parties.

8. CORRECTION OF DEFICIENCIES OR ANOMALIES

8.1 **Identification of Deficiencies.** Without affecting the rights, duties and obligations of the Parties under other provisions of the Contract, if any Information available to either Party from a final assembly line containing the Work or containing work similar to that to be Delivered under the Contract ("**Comparable Technology**"), or any information obtained from a Customer, shows that:

- a) conditions exist under which the Work or Comparable Technology adversely affects or may be predicted to adversely affect the operation of the final assembly line; or
- b) the Work or Comparable Technology deviates significantly or may be predicted to deviate significantly in performance from that predicted by the technical documentation at any time during the period of satellite production; or
- c) a parameter relevant to the Work or Comparable Technology is moving towards its design limit prematurely and such degradation may jeopardize the production of the satellite, then that Party shall notify the other Party promptly by telephone and confirm in writing.

The Party made aware of such circumstances shall promptly notify the other Party.

8.2 **Corrective Measures.** If the Supplier fails within a reasonable period of time to take appropriate corrective measures, the Purchaser may elect to have any and all such deficiencies or anomalies corrected through all other means necessary at the Supplier's cost.

8.3 **Costs of Corrective Measures and Investigations.** The Supplier agrees to pay any and all direct costs and expenses incurred by itself, the Purchaser, AOS, and/or a Customer to remedy or overcome the deficiency or anomaly in Work.

The Supplier shall, on request of the Purchaser and at the Supplier's sole cost and expense, provide in a timely manner such expertise and support as is requested by the Purchaser and/or AOS to investigate the causes of malfunctioning of Work or Comparable Technology, to propose remedial measures and to perform trend analysis of the Work or Comparable Technology. The

cost of such investigation shall be refunded by the Purchaser if the malfunctioning of the Work is proved to be the consequence of malfunctioning of items other than the Work.

- 8.4 **Prior Acceptance or Delivery.** The Supplier shall have the foregoing responsibilities with respect to all Work regardless of whether the Supplier has previously Delivered or the Purchaser previously Accepted such Work, or whether title thereto has previously passed to the Purchaser.
- 8.5 **Supplier Confidentiality.** Nothing in this Article shall require the Supplier to disclose the name of a satellite owned by a third party or its operator affected by such deficiency or anomaly where such disclosure would be a breach of the Supplier's contractual obligations towards the satellite's operator.

No Limitation on Representations. The provisions under this Article 8 shall in no way prejudice the Purchaser's rights under Articles 7, "Representations and Warranties" and 24, "Liability."

9. CONTINUOUS IMPROVEMENT

- 9.1 The Parties recognize that the acquisition, development, operating and other costs arising in connection with the development and supply of the Item and/or Work will have a direct impact on the ultimate selling price of the Satellites and, consequently, on the viability of the Program.

In consideration of its participation in the Program, the Supplier undertakes that it shall, throughout the duration of this Contract, at its own cost and expense, consistently make every effort to improve the competitiveness of the Item and/or Work in order to:

- a) maximize the production processes, sourcing, functionality, performance, quality, weight, efficiency, supply and operational reliability;
- b) minimize the manufacturing, operating, support and other costs, which arise in connection with its performance of this Contract; and,
- c) be the most competitive on the market (including price competitiveness).

The Supplier will participate in all activities initiated for this purpose as set out in this Article 9.

10. PRICE AND PAYMENT

- 10.1 The Contract Price is defined in Annex 1 Exhibit A "Prices" , and shall be paid in accordance with this Article 10 and following the payment plan and milestone described in Annex 1 Exhibit B "Milestone and Payment Plan".

10.1.1 Invoices.

Supplier shall submit a detailed invoice in a form acceptable to Purchaser upon the completion of a deliverable for the particular portion of the Statement of Work is received and approved by the Purchaser. All invoices and deliverables shall be submitted electronically, confirmed returned receipt, to Purchaser Accounting, accounting@spaceflorida.gov with a cc: to Purchaser Contracts,

contracts@spaceflorida.gov, Jamie Bonjawo, Manager, Financial Planning & Analysis, Jbonjawo@spaceflorida.gov, and to the project manager, Roberta Coates at rcoates@spaceflorida.gov.

In determining the amount of payment, Purchaser will exclude all costs incurred by Supplier (i) prior to the Effective Date of this Agreement, (ii) after the Expiration Date or termination date of this Agreement, or (iii) costs which are outside of the Scope of Services.

Any funds paid in excess of the amount to which Supplier is entitled under the terms of this Agreement must be refunded to Purchaser. The balance of unobligated funds, if any, which has been advanced or paid by Purchaser to Supplier under this Agreement must be refunded to Purchaser.

If Supplier fails to perform the minimum level of service required by this Agreement, Purchaser may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.

The acceptance by Supplier, its successors, or assigns, of the final payment due upon the termination or expiration of this Agreement, shall constitute a full and complete release of Purchaser from any and all claims, demands, or causes of action whatsoever that Supplier, its successors or assigns may have against Purchaser under this Agreement.

Each invoice shall comply with the Law and shall include, as a minimum, the following details:

- a) The reference number of the Contract;
- b) The names and addresses of the Parties;
- c) dates of service,
- d) a summary of accomplishments and activities performed in conjunction with the Statement of Work.
- e) The prices, and the applicable breakdown, the VAT or any other applicable tax (if applicable);
- f) The bank account details of the Supplier (to be provided at signature of this contract);
- g) The milestone for which payment is claimed, with relevant documents certifying achievement of the milestone;
- h) Description and quantity of the Work performed;
- i) The delivery note number (when applicable);
- j) Date for payment;

- k) The purchase order number identified in the milestone and payment plan or notified otherwise;
- l) Any reference to any discount if applicable; and
- m) Compliance with any specific requirements of the Purchaser necessary for payment of the Supplier's invoice that may be notified to the Supplier from time to time
- n) The applicable currency, however, the applicable currency for purposes of this Contract is US\$.

The Purchaser shall not be liable for any delay in payment resulting from the improper or incorrect submission of Supplier's invoices, particularly any failure to copy it to the Authorised Representative as above.

10.1.2 Payment. Invoices shall be paid by wire transfer to the Supplier's bank account designated in Supplier's invoice, provided that the invoice received from the Supplier is valid, accurate and due.

Payment for a properly prepared and approved invoice shall be made by the Purchaser to the Supplier thirty (30) days from the end of the month in which the invoice is issued, paid the tenth (10th) day of the next calendar month ("30EOM10").

Should the payment day be a Saturday, Sunday or a bank holiday then the payment shall be made the following Business Day.

Any payment due by the Purchaser shall be deemed to have been made when such amount has been transferred by the Purchaser's bank into the Supplier's bank account, in the currency specified for such payment hereunder.

In the event of a dispute between the Parties, the Purchaser shall be entitled to withhold the payment of any disputed element of an invoice hereunder until resolution of such dispute.

If any amount due to the Supplier remains unpaid after the date on which it is payable (the "**Due Date**"), the Supplier shall be entitled to charge interest at the rate specified in Section 55.03 of the Florida Statutes, computed beginning on the Due Date.

Any amount payable by the Supplier under the Contract shall be made within thirty (30) days from the end of the month in which the Purchaser's claim is issued, paid the tenth (10th) day of the next calendar month.

10.1.3 Right of set-off. Any amount to be paid, credited or refunded by the Supplier to the Purchaser under the Contract may be deducted by the Purchaser from any payment due, or to become due by the Purchaser to the Supplier under the Contract.

In addition, the Purchaser shall be entitled, upon written notice to the Supplier, to retain from the final two milestone amounts identified in Annex 1, Exhibit B “Milestone and Payment Plan”, such amounts as may become payable by the Supplier under the Contract, and to deduct from such milestone amounts the amounts finally agreed as payable in respect of such Articles. The remainder of such milestone amounts shall be payable in accordance with the provisions of Article 10.1.2, “Payment”.

Where applicable, a payment plan specific to each agreed change as defined in Article 15, “Changes/Modifications”, shall be negotiated between the Parties and payment shall be made according to the above provisions.

10.1.4 Taxes. Price is exclusive of Value Added Tax (VAT) or any other type of applicable Tax.

The Supplier shall be liable for and pay all Taxes in any country in connection with this Contract and shall hold the Purchaser harmless of all Taxes consequences.

Each Party shall give such assistance and information as may reasonably be required by the other Party in order to enable such requiring Party to obtain a correct and fair taxation from any competent taxing authority.

11. **FORCE MAJEURE**

11.1 **Notification**. Neither Party shall be liable nor be deemed to be in default for any failure to perform, nor for any delay in performance hereunder to the extent that such default is caused directly and solely by a Force Majeure Event duly notified as follows.

If a Force Majeure Event occurs, the affected Party shall:

- a) Notify the other Party of the Force Majeure Event within twenty (20) Business Days after the occurrence of the Force Majeure Event if the Party could reasonably foresee that a delay could occur as a result; or (2) within five (5) Business Days after the date the Party first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. This notification shall include (i) a description of the event in reasonable detail, (ii) an evaluation of the obligations affected, (iii) information on the probable duration and extent of such delay, and (iv) a description of the measures that will be taken by the affected Party, and
- b) As soon as possible, but in any event within five (5) Business Days after the end of the Force Majeure Event, notify the other Party in writing that the Force Majeure Event has ended and promptly resume performance of its obligations under the Contract.

The affected obligations of that Party shall be suspended for the duration of the Force Majeure Event.

11.2 **Mitigation.** Notwithstanding the occurrence of such Force Majeure Event, the affected Party shall use all reasonable endeavours to mitigate the effects of the Force Majeure Event. In addition, the Supplier shall endeavour to make available to the Purchaser substitute Work, at fair and reasonable prices and to take all available steps to minimise the potential delay.

11.3 **Right to terminate.** The Purchaser shall have the right to terminate the Contract as a result of a Force Majeure Event in the circumstances contemplated in Article 23.2, "Termination in the case of a Force Majeure Event".

12. FACILITIES AND ACCESS

12.1 Scope of Access. Subject to the provisions of Article 19, "Confidentiality" and to the Supplier's standard facilities security system requirements, the Purchaser and AOS, and any designated employees, representatives, consultants or agents (with any such party, person, or entity referred to herein as an "**Accessing Party**") shall be allowed by the Supplier full and free access at all reasonable times with a reasonable prior notice to:

- a) All Work and Work in progress, including all reviews and all Information related to the Contract and Subcontracts hereunder; and
- b) Any areas within the Supplier's or its Subcontractors' facilities where the Work is being performed under the Contract. The Supplier shall ensure that the Work is not carried out in or in close proximity to secure, classified or national security activities such that access by the Accessing Party is restricted; and
- c) All books, records, documents and other supporting Information that relate to any Foreground IPR; and
- d) Any Information and documentation of the Supplier and its Subcontractors that is necessary to the Purchaser and AOS in order to properly use the Work. This access shall be made be available free-of charge and for the lifetime of the GEN 1 Satellites or ten (10) years after the end of the Warranty Period, whichever is the later; and
- e) All data and documentation relating to the design, manufacture and test history of other programs in the heritage of the Work, except to the extent that this would violate obligations of confidentiality of the Supplier under such other programs and to be identified at CDR; and
- f) All necessary meeting rooms; and
- g) All Supplier's or its Subcontractors' facilities and management, and to drawings and data in case of corrective actions.

Such access shall be granted and made to any Accessing Party, provided that any representatives, consultants or agents of such Accessing Party are not direct competitors of the Supplier and agree

to be bound by the same confidentiality obligations as contained in Article 19, “Confidentiality”, of the Contract.

No prior notice shall be required if such access is made to the employees, representatives, consultants or agents of the Purchaser or AOS, where such employees, representatives, consultants or agents are already based at the plants of the Supplier or its Subcontractors. Otherwise not less than two (2) Business Days’ notice shall be given.

In case access is denied for a specific part of the Work and/or Data, whether such access refusal was agreed between the Parties or not, and in the event a Supplier’s non-conformance relating to the non-visible part of the Work and/or Data is not detected in due time, before or after Acceptance, the Supplier shall indemnify and hold harmless the Accessing Parties as identified in Article 12.1, from and against all direct costs, losses, damages and liabilities, including without limitation, reasonable attorney’s fees, arising from such non-conformance to the extent permitted by Article 24 “Indemnification and Limitation of Liability”.

- 12.2 **Surveys, reviews and meetings etc.** The Purchaser and Purchaser’s Representative, and their respective designated employees, representatives, consultants or agents, shall have the right, upon reasonable prior notice, to perform surveys, audits/assessment, reviews, source inspections, test observations, mandatory inspections and any other activity to check the performance and the quality of the Work to be performed by the Supplier and its Subcontractors under this Contract and the Supplier shall (and shall cause its Subcontractors) fully cooperate with the Purchaser and Purchaser’s Representative. In the case of financial audit/assessment, the audit/assessment shall be conducted by an independent third party.

Following such audit/assessment, the Parties shall discuss the findings and, without prejudice to the Purchaser’s other rights and remedies, the Parties shall promptly after the delivery of the audit/assessment report, agree on a remedial action plan including all necessary steps as well as timetable to implement the plan to fully address any concerns identified.

- 12.3 **Flow Down.** The provisions contained in this Article shall be inserted by the Supplier in any Subcontract.

13. INVENTORY AND TOOLING

The Supplier shall be responsible to provide in due time to the Purchaser all needed Tooling to fully use the Work. Such Tooling shall be duly inventoried (in quantity and in value) by Supplier, and the property and risk to such Tooling shall be transferred to the Purchaser upon Delivery.

The Supplier warrants that all Tooling shall be available in sufficient quantity and of adequate quality for the use of the Work along the Contract, and warrants that it shall maintain the Tooling in accordance with the maintenance obligations, if applicable.

14. SUBCONTRACTING

14.1 **Performance.** The Supplier is fully responsible to the Purchaser for the proper performance of all Subcontractors and the Supplier shall remain fully liable to the Purchaser for the proper performance of the Work as if no such Subcontract had been entered into.

14.2 **Flow Down.** The Supplier shall ensure that the Subcontractors are subject to the greatest extent to the same terms and conditions as those contained herein, insofar as they are applicable, in order for the Supplier to comply with its obligations under the Contract.

15. CHANGES/MODIFICATIONS

15.1 Contract Requirements.

The Contract shall not be modified and the Supplier shall not implement any change, and the Purchaser shall not be liable for any change, until and unless the Parties have agreed and signed by both Parties a notice of such change in an agreed format and in accordance with this Article (a “**Modification Notice**”). No purchase order, acknowledgement, quotation, minutes of meeting or other similar document issued by either Party with respect to the subject matter of this Contract shall be deemed to be a part of this Contract or to modify this Contract in any respect relating to the Work. No oral agreement or conversation with any officer, director, agent, consultant or employee the Purchaser or the Supplier, either before or after execution of this Contract shall affect or modify any of the terms or obligations contained in this Contract.

Any decisions made at meetings having a financial, schedule or other contractual implication shall be brought to the attention of the Authorised Representatives of the Parties within two (2) Business Days of the end of the meeting for agreement and formalisation through the change procedure identified herein.

15.2 Request for modification.

Either Party may submit proposals to the other for modifications to the Work with respect to the latest version of the Specification.

The Purchaser may, by written modification request, vary the scope of the Contract. The Supplier may, in writing, propose a change to the scope of Work and submit a written modification request proposal accordingly. Any proposal for a modification presented by the Supplier shall be accompanied by a technical justification and a corresponding detailed break-down of the price to support the Purchaser’s evaluation of the change proposal. If the Purchaser agrees with the request, the Parties shall negotiate an equitable adjustment to the provisions of the Contract affected by such change proposal and formalise it in a Modification Notice signed by the Purchaser. The Purchaser shall be entitled, in its absolute discretion, to refuse a request for a modification submitted by the Supplier, but the Purchaser shall consider such requests in good faith and in accordance with industry practices.

15.3 Implementation of Modifications.

Upon receipt of a Modification Notice as provided herein, the Supplier shall promptly effect modifications to the Work (including re-qualification) in accordance with Article 15.4 “Procedure

for Modifications”. The Supplier agrees to proceed with the requested change in accordance with the Change/Modification Notice, even in the event of a Dispute between the Parties or in the event the Parties fail to mutually agree to equitable adjustments contemplated hereunder.

15.4 Procedure for Modifications

15.4.1 Process for Determining Costs. If requested by the Purchaser, the Supplier shall submit to the Purchaser in respect of each modification or proposed modification submitted or approved by the Purchaser, within three (3) weeks of receipt of the Purchaser’s requirement in respect of such modification or such shorter period as may be practicable under the circumstances, a full description of impact of the modification and a corresponding detailed break-down of the price to support the Purchaser’s evaluation of the modification or proposed modification. The Supplier agrees that not submitting a full description and price break-down within this period shall express its acceptance to incorporate the modification without any increase in the Contract Price, unless a different period has been agreed by the Parties on a case by case basis.

15.4.2 Location of Implementation. The Supplier shall carry out the modification at the Facility, if so specified in the Change Notice. The Supplier shall provide modification kits, and, if required, a specialised workforce, tools, jigs and instructions for modification of the Work as needed.

15.4.3 Default in Implementation. If the Supplier defaults in its obligations with regard to modification of the Work, the Purchaser and/or Purchaser’s Representative and/or their respective designee may undertake the modification itself, at the expense of the Supplier, by whatever method deemed necessary, including re-designing the Work. In this event, the Supplier shall promptly furnish manufacturing drawings and any other information requested by the Purchaser, upon the request of the Purchaser and free of charge.

15.4.4 Technical Performance. The Supplier shall continue to guarantee the technical performance of the Work after the modification to the same extent as prior to the modification.

15.4.5 Conforming Changes. In the event that a modification would have no other purpose than putting the Work in conformity with the latest Supplier’s product evolution which would be generated by a change of manufacture or of constituents, then the Supplier shall be expected to:

- a) offer such change at the same time as repairs or improvement modifications are to be performed on the Work; and
- b) share with the Purchaser the benefit of the cost reduction obtained by the Supplier through such standardization.

15.5 Cost of modifications

15.5.1 Methodology. In any quotation submitted by the Supplier for modifications, the Supplier shall use the same methodology, including, but not limited to charge rates, uplifts, learning curves and cost accounting principles as used to calculate the baseline non-recurring and recurring prices. The Purchaser shall have full price investigation rights in connection with any such quotation, as set out in Article 15.5.4 “Price Investigation”.

15.5.2 Inclusiveness. Irrespective of any other provisions of this Article, the Supplier shall bear all costs associated with or resulting from its failure to meet its obligations under this Contract.

15.5.3 Change in Regulation. All costs associated with a modification made for reasons of a change in regulation shall:

- a) if the requirement is applicable solely to the Work (whether or not the Work is defective), be for the account of the Supplier;
- b) if the requirement is attributable solely to work done by the Purchaser in its activities, be for the account of the Purchaser;
- c) in all other cases the cost sharing (less any sum recovered by the Purchaser from another party) shall be negotiated between the Supplier and the Purchaser on the principle that each Party shall bear its own costs.

15.5.4 Price Investigation. The Purchaser shall have the right to investigate the Supplier's price quotations for the purpose of agreement of fair and reasonable prices between the Purchaser and the Supplier, where prices have not otherwise been determined through any competitive selection process.

- a) Price Breakdown: To assist in the agreement of such fair and reasonable prices, the Supplier shall provide to the Purchaser, a priced quotation that shall be broken down into the following elements:
 - (i) Material cost; and
 - (ii) Material overhead rate; and
 - (iii) Subcontract cost; and
 - (iv) Direct labour cost category, man hours, hourly rates (engineering, manufacturing); and
 - (v) Labour overhead rate or rates; and
 - (vi) General and administrative overhead rate; and
 - (vii) Other direct and indirect costs; and
 - (viii) Profit and risk and transport costs.

15.6 **Contractual Authority**. A Modification Notice signed by the Purchaser constitutes full approval and the Contract shall be deemed to be modified in accordance therewith.

16. OBSOLESCENCE

16.1 **Identification of Obsolete Parts**. The Supplier shall certify within one (1) month after preliminary design review ("PDR") and shall certify each time a design is submitted to the Purchaser for approval or Acceptance that such design does not contain any obsolete parts. The Supplier shall, at regular intervals and in any case not less frequently than every six (6) months after CED, review the Items, parts and materials, including sub-assemblies from its Subcontractors, to determine if there are any obsolete parts. In the event that such review

identifies any parts or materials no longer available or expected no longer to be available or faces obsolescence within the twelve (12) months following the review (each, an “**Obsolete Component**”), the Supplier shall promptly notify the Purchaser in writing of such fact and identify whether or not an equivalent part or material is available from an alternative source, where equivalent includes form, fit and function.

- 16.2 **Option to Purchase Parts.** Should an equivalent part or material not be available, the Purchaser shall have the option, exercisable from time to time within a period of six (6) months after such written notification from the Supplier, to order a stock of the Obsolete Component from the Supplier. The conditions of such part or material procurement shall be negotiated between the Supplier and the Purchaser.
- 16.3 **Replacement Parts.** In case of potential obsolescence of a part or material, the Supplier shall be responsible for defining an equivalent component which meets the qualification status requirements of this Contract.
- 16.4 **Redesign.** If the Purchaser does not exercise the option to order a stock of Obsolete Components, the potential redesign imposed by new parts or material, including price and schedule impacts, shall be negotiated between the Supplier and the Purchaser.

17. PURCHASER FURNISHED ITEMS

Not applicable

18. INTELLECTUAL PROPERTY RIGHTS

18.1 Background IPR

18.1.1 Notification of the Supplier’s Background IPR. The Supplier hereby warrants that it has notified the Purchaser of any existing Background IPR related to the Work to be performed under the Contract, as listed in Exhibit G, Supplier’s Background IPR List, of the Contract.

If, at any time during the performance of the Contract, the Supplier acquires or generates new Background IPR, the Supplier shall, without delay, notify such new Background IPR to the Purchaser and provide an update of Exhibit G, Supplier’s Background IPR List.

18.1.2 Background IPR license. The Supplier hereby grants at no additional cost to the Purchaser a paid-up and royalty-free, irrevocable, non-exclusive, worldwide right and license to all of the Supplier’s rights in the Supplier’s Background IPR, including a right to sub-license, for the duration of the Supplier’s relevant Background IPR, to use and have used, practice or sub-license all such Background IPR, (i) to use and have used, practice and sub-license the Foreground IPR in accordance with Article 18.2, and to use all of the Supplier’s Background IPR included in or relied upon or used to produce Foreground IPR, for all purposes including for purposes of the Satellites and other deliverables to Customers, and/or (ii) for the full and proper performance of the Contract, and/or (iii) the use of and the benefit of any Work and Items to be Delivered under the Contract, and/or (iv) the repair or modification thereof and/or (v) for the Purchaser to exercise

its rights and remedies pursuant to Articles 7, “Representations and Warranties”, and 23, “Termination and other remedies”.

18.1.3 Additional Licenses to Background IPR. Upon request of the Purchaser, the Supplier may grant to the Purchaser a license to use the Background IPR for purposes other than those listed in Article 18.1.2. under fair and reasonable terms and conditions to be negotiated between the Parties.

18.1.4 Licenses to Software included in Background IPR. Where the Background IPR includes software, the license shall include the right to (i) use, and (ii) reproduce in any form, format, process and language and make or have made copies in accordance with the terms of the licences the Supplier has obtained. Upon Purchaser’s request, the Supplier shall also grant a license with the right to modify, adapt, represent, improve, correct, translate, decompile and distribute the software, on terms to be agreed by the Parties.

18.2 **Foreground IPR**

18.2.1 Notification of Supplier’s Foreground IPR. Upon creation of any Foreground IPR, the Supplier shall promptly notify without delay such Foreground IPR to the Purchaser. The Supplier shall provide to the Purchaser no less frequently than quarterly, an updated list of all Foreground IPR.

18.2.2 Ownership of Foreground IPR. The Purchaser or its designee shall be the sole owner of, and shall have full rights, title and interest in and to any Foreground IPR upon its creation for all purposes, applications and fields of use, for use throughout the world on any media. The failure of the Supplier to notify to the Purchaser or to list any Foreground IPR under Article 18.2.1 shall not preclude the Purchaser from becoming or being the sole owner of Foreground IPR hereunder.

However, if by operation of law, the Supplier is deemed the owner of any Foreground IPR, the Supplier hereby assigns and will cause its employees, agents and contractors to assign to the Purchaser as soon as created and in consideration of the Contract Price, on an exclusive and worldwide basis, and for the duration of the said Foreground IPR, all such Foreground IPR, including the right to (i) use for any purpose the Foreground IPR, in whole or in part, in any language, and (ii) reproduce in any form, format, process and language and make or have made copies, and (iii) modify, adapt, represent, improve, correct, translate, decompile and (iv) distribute in whole or in part the Foreground IPR, which shall include the right to sell, loan, rent, distribute, download, in any language and by any means and (v) the right to sub-license all or part of these rights to third parties.

18.2.3 Foreground IPR licence. The Purchaser hereby grants to the Supplier at no charge a non-exclusive license to use the Foreground IPR (including a right to sub-license to Subcontractors under the conditions set forth in this Article 18.2.3) solely for the purpose of performing the Work under the Contract. The Supplier shall not use the Foreground IPR for any other purpose, without the Purchaser’s prior written consent. The restrictions set forth in this Article also shall be included in any sublicense permitted hereunder.

18.2.4 Supplier's assistance. Should the Purchaser or AOS elect to file any patent and more generally register any Foreground IPR worldwide or in whatever specific jurisdiction in respect of any part or element of the Foreground IPR, the Supplier shall, at no additional cost to the Purchaser or AOS, assist the Purchaser in such registration including without limitation, the communication of all relevant data, execution of documents, authorizations and any other instruments necessary to enforce and give full effect to the provisions of Article 18.2.2.

18.3 **Intellectual Property Rights Indemnity**. The Supplier shall, at its own expense, defend, indemnify and hold the Purchaser, AOS and their respective Affiliates, equity holders, Associates, officers, directors, employees, successors and assigns, harmless against any and all damages, harm, losses, expenses, attorney's fees, awards, costs, judgments, orders, and/or decrees or liabilities based on or arising out of any claim, suit, cause of action, demand that the use, lease, maintenance, delivery, sale or receipt of the Work and/or any part of the Work (including any Item), within the terms of the Contract and any rights and licenses granted hereunder, infringes any patent, trademark, copyright or trade secret right of any third party.

18.3.1 Notice by Supplier. The Supplier shall immediately inform the Purchaser in case of any claim, suit or action being brought by a third party against the Supplier with respect to the Work or any part thereof (including any Item) on the basis of the infringement of Intellectual Property Rights.

18.3.2 Notice by Purchaser. The Purchaser shall promptly notify the Supplier after becoming aware of any claim, suit or demand is made or action brought against the Purchaser or any of their respective Affiliates or Associates, to which Article 18.3 may apply and the Purchaser may either:

- a) require that the Supplier conducts all claims and defends any suit or proceeding brought by any third party in relation to the Work or any part thereof (including any Item) on the ground of the infringement of any Intellectual Property Rights. In such a case, the Purchaser will provide reasonable information and assistance requested by the Supplier and the Supplier shall keep the Purchaser informed at all times of the evolution of the matter and shall obtain written approval from the Purchaser prior to making any significant decision in the course of the proceedings including any settlement with the claimant. Reasonable costs incurred by the Purchaser in giving such assistance shall be borne by the Supplier; or
- b) decide to conduct the claim, without incurring any liability in this regard, and/or to defend the suit, in which case the Supplier shall, at its expense, provide the Purchaser with any information and assistance as requested by the Purchaser.

18.3.3 Remedies. In the event that the Work or any part thereof (including any Item) is held or is likely to be held to infringe the Intellectual Property Rights of a third party, the Supplier shall, at its own costs, and within a timeframe compatible with the Purchaser's business needs and without prejudice to the Purchaser's right to claim compensation for all costs, damages and losses suffered as a consequence of the said infringement, either:

- a) obtain the right for the Purchaser, AOS, and their respective Affiliates to continue using and operating the Work or any part thereof (including any Item) to according to the terms of the Contract, or
- b) replace or modify the infringing Work, with the Purchaser's prior written approval, so that it becomes non infringing, while fulfilling all requirements defined by the Contract.

Should the Supplier be unable to perform any of the actions stated in (i) and (ii) above, the Purchaser shall also have the remedies set forth in Article 23.1, "Termination for Supplier's Default".

18.3.4 Exceptions. The foregoing obligations of the Supplier shall not apply to the extent that such infringement is caused by:

- a) any modification made by the Purchaser without the consent of the Supplier where such modification directly gives rise to the claim, demand or action for infringement of Intellectual Property Rights; or
- b) any combination with any other equipment not provided by the Supplier or approved for use by the Supplier where such combination directly gives rise to the claim, demand or action for infringement of Intellectual Property Rights; or
- c) Supplier's compliance with formal requirements, specifications or designs issued by the Purchaser, where such infringement could not be avoided in complying with such requirements, specifications or designs, provided that the Supplier notified the Purchaser of a possible infringement by complying with such requirements, specifications or designs.

18.3.5 No Change to Schedule. With respect to any Work affected prior to Delivery by any allegation of infringement under this Article, such allegation shall not excuse the Supplier from the consequences of failure to meet the Delivery Date for such Work.

18.3.6 No Limitation of Liability. Notwithstanding anything to the contrary contained in the Contract, no limitation of the Supplier's liability shall apply to or reduce any damages, losses or liabilities incurred by the Purchaser or any of their respective Affiliates or Associates, as the result of any suit, claim or action by a third party in relation to the infringement by the Supplier of such third party's Intellectual Property Rights whether resulting from such a claim, suit or action or from any settlement made in connection thereto.

19. CONFIDENTIALITY

19.1 **Definitions**. "**Confidential Information**" means any information of whatever nature (proprietary, confidential or otherwise) disclosed by one Party (the "**Disclosing Party**") to the another Party (the "**Receiving Party**") that meets the definition of "trade secret" and/or "proprietary confidential business information" as defined by sections 288.075, 331.326, 688.002 and 812.081 of the Florida Statutes, which may include the Contract specifications, drawings,

designs, computer software, know-how, programs, data, process techniques and formulae; information relating to any research project, future development, marketing and sales leads and work in progress; engineering, technical, manufacturing, service, commercial, financial and personnel information relating to present and future business; and information related to inventions, techniques, processes, devices, discoveries and improvements, whether in oral, written, graphic, electronic or other machine readable form, or copies thereof and which (i) is disclosed by the Disclosing Party in writing and is clearly and conspicuously marked as either “PROPRIETARY INFORMATION” or “CONFIDENTIAL INFORMATION”, or with similar marking, or (ii) is disclosed by the Disclosing Party orally or visually provided that it is identified as Confidential Information at the time of such oral or visual disclosure and confirmed in writing within thirty (30) days of such disclosure, it being understood that such information shall be protected hereunder for the said 30 (thirty) day period.

19.2 Obligations of the Receiving Party.

The Receiving Party shall:

- a) not disclose the Confidential Information to third parties, except with the prior written consent of the Disclosing Party;
- b) treat the Confidential Information as confidential and proprietary and shall not use the Confidential Information other than for the purpose of the Contract;
- c) afford to the Confidential Information the same degree of protection which it affords to its own Confidential Information of similar importance, but not less than a reasonable degree of care;
- d) disclose the Confidential Information only to its officers, directors, or employees with a specific need to know the same in order to carry out their tasks in relation to the Contract provided that, prior to disclosure, the Receiving Party ensures that its respective personnel engaged on the Contract are made aware of their obligations under this Article 19.2;
- e) if it becomes aware of any disclosure in breach of this Article, immediately inform the Disclosing Party and take all reasonable measures to ensure that the disclosure(s) in breach of this Article ceases immediately;
- f) upon the Disclosing Party’s written request and option, either return the Confidential Information to the Disclosing Party as is in tangible form (together with all copies thereof within its possession or control) or make such other disposal thereof as may be reasonably stipulated by the Disclosing Party. However, all Confidential Information delivered to the Purchaser shall be maintained and retained by the Purchaser, pursuant to the requirements in Section 119.021 of the Florida Statutes and the requirements set forth in the State of Florida Records Schedule GS1-SL.

Notwithstanding the foregoing, the Supplier agrees and consents the terms and conditions and the Exhibits and Annexes being provided to (a) any governmental or regulatory authority of the United States of America or any other country as reasonably determined by the Purchaser to the extent required to obtain any government authorization, local or national, or regulatory approval necessary for the performance of this Contract and (b) after signature of a non-disclosure agreement, to such financial, brokerage and underwriting institutions as the Purchaser may reasonably deem necessary for the purposes of obtaining financing and/or insurance for the Facility. The Purchaser agrees and consents to the Supplier disclosing the Contract to any governmental or regulatory authority of the United States of America or any other country as reasonably determined by the Supplier, to the extent required to obtain any government authorization, local or national, or regulatory approval necessary for the performance of the Work.

19.3 Exceptions. The obligations contained in Article 19.2 will not apply to Confidential Information which the Receiving Party is able to show and/or provide documentary evidence at the written request of the Disclosing Party that:

- a) is lawfully in the public domain at the time of its receipt or subsequently comes into the public domain through no breach of the Contract or no fault or negligence of the Receiving Party; or
- b) was lawfully disclosed to it by a third party, which was not itself in breach of a confidentiality obligation to the other Party; or
- c) has been approved for release with the prior and written consent of the Disclosing Party, provided that the Receiving Party undertakes to cause the third party to whom it discloses Confidential Information to execute a non-disclosure agreement substantially in the same terms as provided for in this Article; or
- d) the Receiving Party is obliged to disclose Confidential Information where such disclosure is required by law, governmental regulations, judicial or agency order provided that the Receiving Party gives notice to the Disclosing Party prior to such disclosure, so that the Disclosing Party may have the opportunity to object to such disclosure to the extent possible and it being understood that such disclosure shall not relieve the Disclosing Party from its obligation to keep Confidential Information in confidence regarding future disclosures unless sub-paragraph (a) above applies;
- e) in the case of Purchaser, Confidential Information is disclosed to its Affiliates and/ or its ultimate equity holders, provided that such Affiliates and/or equity holders have a need to know regarding the use of the Work relating to the Program (Initial Customer).

19.4 Property and warranty.

- 19.4.1 Any Confidential Information (and copies thereof) shall remain the sole property of the Disclosing Party.
- 19.4.2 The Disclosing Party warrants that it has the lawful right to disclose, exchange, transmit, publish or otherwise use the Confidential Information it discloses to another Party hereto.
- 19.4.3 It is expressly agreed by the Parties that the disclosure and provision of the Confidential Information under the Contract by the Disclosing Party shall not be construed as granting any rights to the Receiving Party in respect of any patent, design, copyright, trademark, know-how, trade secret and any related or similar rights, except as provided under this Contract.
- 19.4.4 The Parties make no representation or warranty, express or implied, with respect to the quality, accuracy, completeness, merchantability or fitness for a particular purpose of the Confidential Information.
- 19.4.5 The Receiving Party shall be liable for the acts, omissions and defaults of any person to whom it has passed the Confidential Information which cause a breach of the obligations contained in this Article 19 (as if such a breach were a breach by the Receiving Party itself).
- 19.4.6 The Parties shall each comply with any relevant obligations under all applicable data protection and privacy legislation. The Disclosing Party shall ensure that disclosures under this Contract are not contrary to any laws and regulations.

20. COMMUNICATION

- 20.1 **Authorised Representatives and Key Personnel.** The Authorised Representatives of both Parties are the sole persons authorised to request and agree changes and amendments that in any way alter the terms, conditions or requirements of the Contract on behalf of the Supplier and the Purchaser. They are also considered the Key Personnel of the contract. All correspondence should be sent to them and signatures from both Parties are required to make alterations effective. Supplier will simultaneously copy AOS with all notices and communications made to the Purchaser.

Authorised Representatives of SPACE FLORIDA

For Contractual Matters

Name: Desiree Mayfield

Function: Contract Compliance Manager

Address: 505 Odyssey Way

Suite 300

Exploration Park, FL 32953

Phone: 321-730-5301

E-mail: contracts@spaceflorida.gov

Copied to the Project Manager

Name: Roberta Coates
Function: Project Manager
Address: 505 Odyssey Way
Suite 300
Exploration Park, FL 32953

Phone: 321-730-5301 xx204
E-mail: rcoates@spaceflorida.gov

Copied to the Purchaser's Representative:

Name: Laurent Baudel
Function:
Address: 1970 Michigan Ave., Bldg. E
Cocoa, FL 32922

Phone:
E-Mail: laurent.baudel@airbus-oneweb.com

Authorised Representatives of the SUPPLIER

For Contractual matters

Name: Martial De La Raitrie
Function:
Address: 1 avenue Pierre-Georges Latécoère
31570 Sainte-Foy-d'Aigrefeuille, France +33
0562188772
Phone: 0562188772
E-mail: martial.delaraitrie@latecoere-services.com

Copied to the Authorised Representative for Technical and Managerial matters.

For Technical and Managerial matters:

Name: Benjamin GROJSMAN
Function: Project Manager
Address: 1 avenue Pierre-Georges Latécoère
31570 Sainte-Foy-d'Aigrefeuille, France
+33 5 62 18 81 31
Phone: 31570 Sainte-Foy-d'Aigrefeuille, France
E-mail: Benjamin.grojsman@latecoere-services.com

20.2 **Change of Address.** Either Party may from time to time change its notice address or the persons to be notified by giving the other Party written notice (as provided above) of such new information and the date upon which such change shall become effective.

- 20.3 **Notices.** Any notice or correspondence required or permitted to be made or given hereunder shall and under the Contract be in writing to the respective addresses, telephone numbers, electronic mail address, and for the attention of the Authorised Representatives set-out above, and any such notice or correspondence shall be deemed given on the earlier to occur of (i) actual receipt, irrespective of whether sent by post, electronic mail, overnight courier or other method, and (ii) seven (7) days after mailing by registered or certified mail, return receipt requested, postage prepaid.
- 20.4 **Advertising.** The Supplier shall not, without the Purchaser's prior written consent, in any manner advertise, publish or permit to be published, either alone or in conjunction with any other person the fact that it has supplied or has contracted to supply the Purchaser with any of the Work nor any key information, article, photograph, illustration, nor any other material of whatever kind relating to the Contract or the Purchaser's business generally, nor use, reproduce or imitate for any purpose whatsoever the Purchaser's company name and associated logos, provided always that this does not apply to normal communication that the Supplier may have with its Subcontractors, or internally within the Supplier's company, or to Governmental authorities necessary to comply with government-mandatory reporting, audits/ assessments, and/or Export Regulations. Such consent will apply to each specific advertising application and relate only to that application.
- 20.5 **Exchange of Information.** In order to facilitate the exchange of information between the Parties, the Purchaser may require the Supplier to exchange information in relation to the Work performed under the Contract through an IT tool that is intended to be implemented, subject to Article 5 "Export Compliance" and Article 19 "Confidentiality".

21. OFFSET

21.1 Offset Credits. The Supplier:

- a) acknowledges that this Contract may be valorized for the benefit of the Purchaser, its Affiliates as well as its shareholders and their respective Affiliates for any of the following purposes:
 - (i) establishment of an offset proposal in the frame of a tender in Supplier's country;
 - (ii) claim for the fulfilment of an existing or future offset obligation in Supplier's country; and/or
 - (iii) claim for the banking of offset credits in Supplier's country; and
- b) agrees to fully support the Purchaser in achieving such benefits, which may include the provision of data and documentation as required by the applicable offset regulation to achieve approval by the related offset authority; and

- c) agrees to inform timely the Purchaser about any Subcontract resulting from this Contract intended to be placed in countries other than the Supplier's country.

21.2 **Procedure.** Based upon the above principles, as applicable, the detailed procedure to be implemented for handling each of the above purposes will be mutually agreed between the Supplier and the Purchaser or any above mentioned designated entities.

22. COMPLIANCE WITH LAW

22.1 **General Compliance Obligation.** Each Party shall, at its own expense, comply with the requirements of any laws of any place in which any part of the Work is to be carried out and with the lawful requirements of public, municipal and other authorities in any way affecting or applicable to the Work. In particular, each Party complies and undertakes to comply with all national and international applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed under the auspices of the OECD on December 17, 1997, the United States Foreign Corrupt Practices Act of 1977 ("FCPA"), the UK Bribery Act 2010 and more generally any anti-corruption, anti-money laundering, anti-terrorism, export control, economic sanction and anti-boycott laws, regulations and administrative requirements applicable to the Parties.

Each Party shall ensure that its employees and associated persons performing services in relation to the Contract are familiar with and comply and undertake to comply with the above referenced laws and regulations.

22.2 **Permits.** Unless otherwise provided for herein, each Party shall at its own expense obtain any permits, licenses, approvals or certificates necessary for the performance of the Work under this Contract. Each Party shall abide by the conditions of any applicable permits or licenses, approvals or certificates.

22.3 **Supplier Obligations.** Without prejudice to Article 22.1, the Supplier warrants, represents and undertakes on an on-going basis that it shall and will procure that its Subcontractors shall:

- a) comply with any and all federal, state, local, product and environmental laws and regulations, including the environmental compliance regulation requirements in Article 8 of the NASA Lease;
- b) for applicable ground products, comply with any and all product laws and regulations, such as "New Approach" directives and their respective implementations into national laws and subsequent updates;
- c) for applicable ground products, comply with the European Union WEEE directive 2002/96/EC and RoHS directive 2002/95/EC and their respective implementations into national laws and subsequent updates. The Supplier shall, *inter alia*, if so required by the Purchaser and/or the WEEE directive, take back

at its own cost the supplied electric and electronic equipment after the end of their respective lifetimes according to these rules;

- d) have pre-registered and registered the chemical products listed in the European Union REACH regulation (n°2006/121/CE adopted on 18 December 2006 and subsequent updates) in the manner requested by the said regulation and submit to the Purchaser the proof of such registrations;
- e) transmit to the Purchaser the list of chemical products concerned or not by the REACH regulation contained in the Work performed as well as the quantity of each chemical products and the documentation requested, whatever is the quantity and/or its concentration; including the provision of “an article 33 Declaration” where required by the REACH regulation;
- f) comply with the requirements listed in Annex 2.

22.4 Dangerous Substances. Should the Work contain dangerous substances or require special safety precautions with respect to handling, transport, storage or use, the Supplier shall provide the Purchaser in writing with the necessary information concerning the nature of the said substances and the precautions to be taken before making Delivery. The Supplier shall ensure that the appropriate instructions and warnings are obvious and clearly indicated on the Work prior to any shipment, as well as on the packaging.

In particular, but without limitation, the Supplier shall inform the Purchaser in writing about all indications, instructions and warnings brought to its attention and which it considers as necessary in order to comply with any law or regulation with respect to health, safety and environment.

22.5 Import Control System (“ICS”).

22.5.1 **ICS.** The Supplier undertakes to make, if applicable, the relevant ICS security and safety declarations in accordance with the “security-safety” amendment to the Community Customs Code within a timescale compatible with the one provided for making these declarations. In no event shall the Purchaser make the declaration on behalf of the Supplier. The Supplier shall assume any and all consequences resulting from its failure to perform this declaration whatever the reason is (including but not limited to delay, incomplete or erroneous declaration).

23. TERMINATION AND OTHER REMEDIES

23.1 Termination for Supplier’s Default.

23.1.1 In the event the Supplier breaches or fails to comply with one or more of its obligations under the Contract, the Purchaser may give the Supplier written notice of such breach or non-compliance at any time thereafter (the “**Notice of Default**”).

23.1.2 In the event that:

- a) the Supplier does not remedy this breach or non-compliance within thirty (30) calendar days from the date of the Notice of Default; or
- b) the breach or non-compliance is not capable of remedy; or
- c) the Supplier ceases or threatens to cease carrying on business or becomes insolvent or makes an arrangement or composition with its creditors or goes into liquidation whether voluntary or otherwise (other than a member's voluntary liquidation for the purpose of amalgamation or reconstruction),

then (to the extent permitted by law, in the case of Article (c) above) the Purchaser shall, without incurring any liability whatsoever, have the right to immediately terminate the Contract, in whole or in part, for default by giving a written notice of termination to the Supplier (a “**Notice of Termination**”), without prejudice to the Purchaser’s right to claim damages and/or any other remedies which the Purchaser may have at law and/or under the Contract. In such event the Supplier shall comply with the obligations set out in Article 23.5, and the Purchaser shall be entitled to exercise the further remedies identified in Article 23.6.

23.2 Termination in the case of a Force Majeure Event. Where a Force Majeure Event prevents the Supplier from Delivering some or all of the Deliverable Work by the respective Delivery Dates, or is reasonably anticipated to do so or to delay such Delivery by more than ninety (90) calendar days (or permanently prevent the Supplier from Delivering some or all of the Deliverable Work), the Purchaser may, without incurring any liability whatsoever, terminate the Contract in whole or in part by a Notice of Termination issued in accordance with Article 23.1.2, to take effect immediately without any cure period. In such event the Supplier shall comply with the obligations set out in Article 23.4, and the Purchaser shall be entitled to exercise the further remedies identified in Article 23.5.

23.3 Termination in special cases.

Notice of Termination. The Purchaser may terminate the Contract in whole or in part in the event: (i) the Sublease is not entered into or is terminated, (ii) money to be held in trust by the Purchaser under the Amended and Restated Advance Funding Trust Agreement between the Purchaser and AOS is encumbered or is otherwise unavailable to the Purchaser, (iii) funding is not received under the FDOT Financial Assistance Grant Agreement # 435322-1-94-01, # 434862-1-94-01 or (iv) of a loss of authorization as provided for in Article 5.8, and written notice of termination is provided to the Supplier at least thirty (30) days prior to the effective date of termination (a “**Special Case Termination**”). In such event the Supplier shall comply with the obligations set out in Article 23.4 “Procedure”.

23.4 Procedure.

As of the date of the Notice of Termination for any reason contemplated in Articles 23.1, 23.2, or 23.3, the Supplier shall:

- a) cease forthwith all designing and/ or manufacturing activities relating to the Work so terminated, in both its own facilities and in the facilities of its Subcontractors; and
- b) terminate or transfer (when possible) (as specified by the Purchaser) all Subcontracts and/or supply agreements and/or other agreements entered into by the Supplier with any third party for the purpose of or in connection with the Work terminated; and
- c) send immediately to the Purchaser, accompanied with evidence in documentary form, a status report regarding: (a) the Work totally or partially completed by the Supplier at the time of termination and, (b) the stocks, if any, of raw material, parts and equipment purchased from third parties by the Supplier for the purpose of performing the terminated Work; and
- d) return or destroy, at the Purchaser's discretion, all Information used by the Supplier for the performance of the Work terminated, including but not limited to documentation, Confidential Information and/or any additional information of any kind.

And the Purchaser shall pay all approved invoices submitted by Supplier (even if such invoices are submitted after the date of the Notice of Termination) for Work performed by Supplier on or before the date of Termination.

23.5 Remedies. Any termination by the Purchaser hereunder which is not specifically on account of an extended Force Majeure Event under Article 23.2 or a Special Case Termination under Article 23.3 shall be considered a termination under Article 23.1 "Termination for Supplier's Default". As of the effective date of termination, as set forth in the Notice of Termination, the Purchaser shall be entitled (but not obliged) to exercise one or more of the following remedies as appropriate in addition to and without prejudice to any other rights the Purchaser may have at law or under the Contract:

- a) To request from the Supplier the delivery of, and the transfer of title to the terminated Work totally or partially completed, at the risk of the Supplier, in the manner and according to the conditions directed by the Purchaser. Any such transfer shall, of course, only relate to such parts of the Work that can legally be transferred.
- b) To require the Supplier, within a further forty-five (45) days, to refund all payments made by the Purchaser to such point in respect of Work not then Accepted; provided that this remedy is not applicable to Special Case Terminations.
- c) To transfer to the Purchaser stocks (already paid for by the Purchaser) of raw material, parts, and equipment purchased from third parties by the Supplier for the purpose of performing the Work so terminated, and other Purchaser

property, within a reasonable time period specified by the Purchaser. The transfer shall be at no cost to the Purchaser or to such third party.

- d) To offset any invoice in respect of totally or partially completed terminated Work requested by the Purchaser against any sums due from the Supplier, or against the amount of damages caused to the Purchaser as a result of the termination.
- e) To be reimbursed by the Supplier for all costs, expenses, losses and damages incurred by the Purchaser to remedy the Supplier's default and all costs reasonably incurred by the Purchaser in completing and/or re-sourcing the manufacturing of the terminated Work; provided that this remedy is only applicable to terminations for default of the Supplier.
- f) To take over the terminated Work, in whole or in part, and prosecute the same to completion under its own responsibility or through a replacement contract with a different Supplier.
- g) On operational and commercial terms to be agreed by both parties, to transfer back to the Supplier title to the Supplier's work in progress, provided that the Supplier reimburses the Purchaser the equivalent value of such work in progress.

In accordance with the Contract, the Purchaser shall accept all or part of the terminated Work that is either partially or totally completed at the time of termination, provided that the Work complies with the requirements set forth in this Contract. Whenever a remedy includes transfer to the Purchaser by the Supplier of work in progress (including Items not yet completed in accordance with Specification and Accepted by the Purchaser), the same shall be transferred with all IPR as is necessary to complete the terminated Work. The Supplier hereby grants to the Purchaser a limited, non-exclusive, royalty free license (with a right to sub-license) to use and to have used the IPR for the purpose of completing the Work (the terminated Work, in the case of a termination in part), and upon completion to use and have used all such IPR for the use of and the benefit of any Work to the same extent as Work to be Delivered under the Contract and for the repair or modification thereof.

23.6 **Termination in part.** Whenever this Contract permits termination by the Purchaser "in part," such termination right shall mean that the Purchaser shall have the right to reduce the number or kind of Items to be Delivered by the Supplier hereunder or reduce the scope of Work to be performed by the Supplier. In each case the amounts payable under the relevant portions of this Contract and the other obligations of the Parties shall be equitably reduced proportionately with the reduction in number or kind of Items or scope of Work, and an equitable adjustment shall be made to the relevant Delivery schedules and to such other provisions of the Contract as may be affected. Any Dispute concerning the manner or amount of such equitable adjustment shall be resolved in accordance with Article 26 "Governing Law and Dispute Resolution."

24. INDEMNIFICATION AND LIMITATION OF LIABILITY

24.1 **Indemnification.** The Supplier shall defend, indemnify, and hold harmless the Purchaser, AOS and their Affiliates, and each of their respective officers, directors and employees from and against all claims, damages, losses, liens, and expenses, (including but not limited to fees of attorneys, court, or other dispute resolution costs) arising out of or resulting from (i) the performance of the Work under this Contract by the Supplier or any person or organization employed by the Supplier to perform or furnish any of the Work; (ii) breach of the terms of this Contract by the Supplier or any person or organization employed by the Supplier to perform or furnish any of the Work; (iii) violations of applicable law by any person or organization employed by the Supplier to perform or furnish any Work under this Contract; and (iv) injury, disease or death of third parties relating to the performance of the Work under this Contract.

24.2 **Waiver of Claims.** The Supplier waives all claims against the Purchaser, its Officers, Directors and Employees, for any loss, damage, personal injury or death arising out of or relating to the Work or services performed under this Contract.

Notwithstanding anything to the contrary contained in this Contract, the total liability of the Supplier with respect to all claims of any kind brought by AOS against the Supplier or third party claims brought against AOS, including without limitation, breach of contract, or otherwise and whether arising before or after delivery of any Deliverable Item, for any loss or damage under this Contract, or from the performance, non-performance or breach of its obligations hereunder shall, in no event, exceed one hundred fifty percent (150%) of the Contract Price, except with respect to Article 5 (Export Compliance), Article 18.3 (Intellectual Property Rights Indemnity) and Article 19 (Confidentiality). Under no circumstances whatsoever will this limitation of liability or cap on damages apply to the Purchaser.

24.3 **Consequential Damages.** In no event shall the Purchaser or AOS be liable to the Supplier for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort, strict liability, or otherwise.

24.4 **Purchaser's Sovereign Immunity.** Space Florida's limits of liability are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of Space Florida beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of Space Florida's sovereign immunity under Section 768.28 of the Florida Statutes.

25. INSURANCE

25.1 **Required Insurance.** Without prejudice to its liabilities under Article 24 above, the Supplier shall subscribe and maintain, at its own costs and with insurers of recognised reputation and security, the insurance policies needed for the coverage of its liabilities and acceptable by Purchaser set forth above as follows.

25.2 **Property Insurance.** The Supplier represents that it has in place and will at all times maintain at its own expense, throughout the period during which Work is being performed under the Contract, insurance with an insurer of established good reputation and good financial standing,

against all risks of loss or damage to the Work and to any and all components integrated into the Work, in an amount not less than the greater of:

- a) the replacement value of the Work, or
- b) the amounts paid by the Purchaser with respect to the Work.

25.3 Public and Product Liability Insurance. The Supplier shall obtain and maintain at its own expense: (a) commercial general liability insurance, including contractual liability, broad form property damage liability, fire legal liability, products and completed operations, and medical payments, with limits not less than two million dollars (\$2,000,000) per occurrence and aggregate, insuring against claims for bodily injury, personal injury, and property damage arising from the Work under the Contract; (b) business auto liability insurance with limits not less than one million dollars (\$1,000,000) per accident covering owned, hired, or non-owned vehicles; (c) workers' compensation insurance for all of its employees in statutory limits as required by Florida law; and (d) employers liability insurance which affords not less than five hundred thousand dollars (\$500,000) for each coverage.

25.4 Professional liability/errors and omissions insurance. The Supplier shall obtain and maintain at its own expense a professional liability/errors and omissions insurance policy at \$2,000,000 per claim, (deductible shall not exceed \$50,000). The errors and omissions policy shall be in effect and shall insure against the Supplier's negligent acts, errors or omissions relating to the Work under this Contract. The policy shall be maintained at least 3 years after Acceptance.

25.5 Other Insurance. The Supplier agrees not to enter into any agreement for the purposes of mitigating directly or indirectly the rights and remedies of the Purchaser for the Supplier's obligations under Article 24 through insurance or any other means and shall take out and maintain at its own expense any other insurance which it deems necessary for the proper performance of the Work. It is expressly agreed that any insurance coverage obtained for the Work shall not in any way affect the Supplier's liability under the Contract. Such insurance shall not create any modification, innovation or derogation of any sort with respect to the Supplier. Consequently, the Supplier shall ensure that all its insurance are primary and will respond in full to any losses which might otherwise receive contribution from the insurance subscribed by the Purchaser for the purpose of the Contract.

25.6 Insurance Requirements.

- a) All insurance and all renewals thereof shall be issued by companies with a rating of at least "A- VIII" (or its equivalent successor) or better in the current edition of Best's Insurance Reports (or its equivalent successor or, if there is no equivalent successor rating, otherwise acceptable to Space Florida and NASA-KSC) and be licensed to do and doing business in Florida.
- b) Each policy shall be endorsed to provide that the policy shall not be cancelled or materially altered without thirty (30) days prior written notice to Space Florida and shall remain in effect notwithstanding any such cancellation or

alteration until such notice shall have been given to Space Florida and such period of thirty (30) days shall have expired.

Except as otherwise provided herein, the commercial general liability and any automobile liability insurance shall be endorsed to name Space Florida, NASA-KSC, AOS and AOS's Affiliates as additional insureds, shall be primary and non-contributing with any insurance which may be carried by Space Florida, NASA-KSC, AOS and/or AOS's Affiliates and shall afford coverage for all claims based on any act, omission, event, or condition that occurred or arose (or the onset of which occurred or arose) during the policy period.

- 25.7 **Waiver of subrogation.** Each Party shall require its insurers to waive all rights of subrogation.
- 25.8 **Notification.** The Supplier shall notify the Purchaser immediately of any injuries, damages, claims or suits that arise in connection with the Contract.
- 25.9 **Documentation.** The Supplier shall deliver to the Purchaser, before CED and afterwards upon written request from the Purchaser, documentary evidence that:
- a) Such insurance is in effect with a validity date not older than 6 months;
 - b) Such insurance conforms with the requirements of this Article 25;
 - c) The warranties granted, the activities or the type of work warranted;
 - d) Their amounts;
 - e) Acknowledgement that the premiums thereof have been duly paid.

Such evidence of documentation shall be attached to this Contract. The Supplier will provide the Purchaser with thirty (30) days prior written notice of any material change in or cancellation of such insurance.

- 25.10 **General.** The Supplier cannot obtain a reduction of its liability due to the non-existence of insurance, an insufficient covering insurance or franchises or exclusions and more generally any difficulties which may be opposed by the insurance company in the event of a claim.

The Supplier shall not deduct from amounts payable to the Purchaser, any 'policy excess'/'deductible' amount applied by its insurers.

Where the Supplier cannot subscribe and maintain the required insurance under this Article 25 and demonstrates this under Article 25, the Purchaser may, entirely at its discretion, without prejudice to any other rights and remedies which the Purchaser holds under law or the Contract, and at the cost of the Supplier, subscribe such insurance coverage as would be necessary to render the Supplier compliant with this Article 25. Where the Purchaser has subscribed such insurance, the cost of such insurance, including brokerage, taxes, external fees and internal administration fees not exceeding 10% of the net premium, shall reduce the payments from the Purchaser to the Supplier under Article 10, "Price and Payment".

The provisions of this Article shall continue until the latest of (i) the expiration or termination of the Contract and/or (ii) the expiration of the warranties detailed in Article 7.2.

26. GOVERNING LAW AND DISPUTE RESOLUTION

26.1 **Governing law and Venue.** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. If no resolution is reached or should have been reached within thirty (30) days of the notice referred to in Article 26.2.1 (a) below, then the Dispute shall be subject to the exclusive venue of the United States District Court for the Middle District of Florida or the Eighteenth Judicial Circuit, in Brevard County, Florida.

26.2 Dispute resolution.

26.2.1 Amicable Resolution. If there is a dispute between the Parties arising out of or in connection with the Contract including any question regarding its existence, validity or termination (the “**Dispute**”), the Parties agree to use their best endeavours to resolve such Dispute amicably. The following escalation procedure shall be instigated with a view to prompt resolution:

- a) the Purchaser’s and the Supplier’s Senior Managers shall meet within ten (10) Business Days of the notice of the Dispute. The notice shall specify the nature of the Dispute and, when applicable, the estimated amount of the claim.
- b) If no resolution is reached or should have reached under (a) above within twenty (20) Business Days from the notice, the Dispute shall be escalated to the Executive Vice Presidents of the Purchaser and of the Supplier to seek resolution.

26.3 **Supplier’s obligation.** The Supplier agrees to proceed diligently with the performance of the Work hereunder, including the Delivery of the Work, pending resolution of any such Dispute, unless otherwise instructed by the Purchaser. When the resolution of the Dispute leads to a modification of the Contract, the Parties shall proceed with the relevant amendment of the Contract.

27. ASSIGNMENT, TRANSFER, CHANGE OF CONTROL

27.1 **Assignment.** Neither Party shall assign, novate or transfer this Contract or any of its rights, duties or obligations thereunder to any person or entity, in whole or in part, without the prior written consent of the other Party (which approval shall not be unreasonably withheld or conditioned or unduly delayed). Notwithstanding the foregoing, the Purchaser shall have the right to assign all of its rights in respect of any representation, warranty certification to AOS, and the Supplier hereby consents to any such assignment. This Contract shall bind and insure to the benefit of each Party and its respective successors and permitted assigns.

27.2 **Change of Control in the Supplier.** In the event a change in Control of the Supplier is envisaged, the Supplier shall:

- a) promptly give the Purchaser prior written notice of such event identifying the potential investor/acquiring party, or any other change; and
- b) provide any relevant information to the Purchaser during the change in Control process.

The Supplier shall not assign or transfer the Contract to the newly Controlling party without the Purchaser's prior written information. In the event that the Purchaser prior written information is not given, the Purchaser shall be entitled to terminate the Contract immediately upon be-coming aware of this change in Control of the Supplier without being informed, in which case the provisions of Article 23.1, "Termination for Supplier's Default", will apply.

27.3 **Sublease.** The Supplier hereby acknowledges and agrees that all Work, Items, Data and Tooling to be provided under the Contract shall be leased by Space Florida to AOS or one of its Affiliates pursuant to the Sublease, and, notwithstanding anything in the Contract to the contrary, the Supplier hereby expressly consents to such lease for all purposes.

28. PUBLIC RECORDS.

- a) The Supplier, subject to and if required by Chapter 119 of the Florida Statutes shall:
 - (i) Keep and maintain public records required by the Purchaser to perform the Work under the Contract.
 - (ii) Upon request from the Purchaser's custodian of public records, provide the Purchaser with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
 - (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Supplier does not transfer the records to the Purchaser.
 - (iv) Upon completion of the Contract, transfer, at no cost, to the Purchaser all public records in possession of the Supplier or keep and maintain public records required by the Purchaser to perform the service. If the Supplier transfers all public records to the Purchaser upon completion of the Contract, the Supplier shall destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. If the Supplier keeps and maintains public records upon completion of the Contract, the Supplier shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Purchaser, upon request from the Purchaser's custodian of public records, in a format that is compatible with the information technology systems of the Purchaser.

- b) If the Supplier fails to provide the public records to the Purchaser within a reasonable time the Supplier may be subject to penalties under Section 119.10 of the Florida Statutes. Further, the Purchaser may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate the Contract.
- c) IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PURCHASER'S CUSTODIAN OF PUBLIC RECORDS AT SPACE FLORIDA, 505 ODYSSEY WAY, SUITE 300, EXPLORATION PARK, FL 32899 OR VIA TELEPHONE AT 321-730-5301 OR EMAIL AT INFO@SPACEFLORIDA.GOV.

29. FLOW DOWN REQUIREMENTS FROM THE FDOT AGREEMENT

The FDOT Financial Assistance Grant Agreement # 435322-1-94-01, # 434862-1-94-01 requires certain provisions to be inserted into contracts:

- a) **Inspections.** The Supplier shall permit and shall require its contractors and sub-consultants to permit Space Florida or FDOT's authorized representatives to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the Work.
- b) **Compliance with Conditions and Laws.** The Supplier and its contractors and subcontractors shall comply with all terms and conditions of the FDOT Financial Assistance Grant Agreement # 435322-1-94-01, # 434862-1-94-01 and all federal, state and local laws and regulations applicable to the Work.
- c) **Certification.** Execution of the Contract constitutes a certification that the Supplier is in compliance with, and will require its subcontractors to comply with, the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction" in 49 C.F.R. Part 29, when applicable.

- d) **Inspector General Cooperation.** The Supplier agrees to comply with subsection 20.055(5) of the Florida Statutes.
- e) **Equal Employment Opportunity.** The Supplier shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. When portions of the Work involve installation, construction, demolition, removal, site improvements, or similar work, the Supplier, or any of its contractors, sub-contractors, consultants, etc., shall post, in conspicuous places available to employees and applicants for employment for work related to the Work, notices to be provided by FDOT or SF setting forth the provisions of the non-discrimination clause.
- f) **Title VI – Civil Rights Act of 1964.** The Supplier will comply with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- g) **Prohibited Interests.** The Supplier shall not enter into any contract, subcontract, or arrangement in connection with the Work or any property included or planned to be included in the Work, in which any member, officer, or employee of the Purchaser during this tenure or for two (2) years thereafter has any interest, direct or indirect. The Supplier shall insert in all contracts entered into in connection with the Work and shall require its contractors, if any, to insert in each of their subcontracts the following provision: “No member, officer, or employee of Space Florida during this tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.”
- h) **U.S. Department of Homeland Security’s E-Verify System.** (i) The Supplier shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Supplier during the term of the Contract, and (ii) the Supplier shall expressly require any contractors and sub-consultants performing Work under the Contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the contractor/sub-consultant during the Contract term.

30. AMENDMENTS

This Contract, including Annexes, may not be modified, amended or changed, except by written instrument of subsequent date signed by an authorized officer of the Supplier, or another person

designated in writing by any such officer to sign such an instrument, and an authorized officer of the Purchaser, or another person designated in writing by any such authorized officer of the Purchaser to sign such an instrument.

31. SEVERABILITY

In the event that any Article, term, condition or provision of the Contract or any part thereof is prohibited by, or is unlawful under, or is unenforceable under, any applicable law actually applied by any court of competent jurisdiction, the remaining Articles, terms, conditions and provisions shall remain in full force and effect. The Parties agree to replace any such Article, term, condition or provision with an Article, term, condition or provision having substantially the same effect consistent with the original intent of the Parties.

32. WAIVER

Any failure, delay or concession by either Party in the exercise of its rights or any part thereof under the Contract shall not be construed as a waiver of such rights or affect the validity of the Contract or any part thereof, nor shall it prejudice the rights of the Parties to enforce their rights at a subsequent time and the obligations of both Parties shall continue in full force and effect, unless an express waiver is executed in accordance with Article 20, "Communication", and made in writing.

The granting by either Party of specific waivers or deviations shall not be construed as acceptance by such Party of further waivers or deviations relating to subsequent breaches or non-observances of the requirements of this Contract. Any waiver or deviation granted by a Party shall relate only to the particular breach or non-observance in respect of which it was made and shall not affect such Party's ability to exercise its other rights under this Contract.

33. ENTIRE AGREEMENT

This Contract constitutes the sole agreement as to the Work to be performed hereunder by the Supplier and supersedes all prior agreements and documents relating thereto, including all documents relating to requests for proposal, requests for information, term sheets, bidding documents, best and final offers, offer and bidding rights of whatever kind, and similar documents relating to competitive processes leading to contract award, in each case relating to the Work to be performed hereunder by the Supplier. Each Party acknowledges that it has not relied on any statement, promise, representation, warranty, or understanding made or given by or on behalf of the other Party, whether oral or set forth in any prior agreements or documents, which is not set out in this Contract. Notwithstanding the foregoing, nothing in this Contract shall exclude or limit either Party's liability for fraudulent misrepresentation or wilful misconduct.

34. LANGUAGE

All communications between the Parties to this Contract and all documents and data that are part of the Deliverables shall be in the English language.

35. NATURE OF RELATIONSHIP

The Contract shall not constitute, give effect to, nor otherwise imply a joint venture, partnership, agency, or formal business organisation of any kind, and the rights, duties and obligations of each Party shall be as expressly set forth herein.

Neither Party shall have the right to contract or in any other way to enter into commitments on behalf of or in the name of the other and shall not by course of conduct or otherwise hold it-self out to third parties as having such authority. The relationship of the Parties under the Contract shall be that of independent contractors.

IN WITNESS WHEREOF, this Contract has been signed in two counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

For SPACE FLORIDA

For LATECOERE SERVICES

Name: Howard Haug

Name: Hubert DEHAESE

Title: Treasurer, EVP & CIO

Title: Executive Vice President

Date: _____

Date: _____