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|  | <b>Terms and<br/>Conditions of Sale</b> | Document Number<br>118-011-00 | Revision<br>8        |
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| Document Approved By:   | <b>Title</b>                            | <b>Name</b>                   | <b>Date Approved</b> |
|   | Owner – V.P. Sales and Marketing        | Mike Fox                      | 6/16/2023            |

***Sale of any Products (as defined below) is expressly conditioned on the agreement of the undersigned (“Buyer”) assent to these Terms and Conditions. Onboard Systems International, LLC (“Company”) expressly objects to any additional or different terms proposed by Buyer. No form, terms and conditions or purchase order from Buyer shall modify these Terms and Conditions, nor shall any course of performance, course of dealing, or usage of trade operate as a modification or waiver of these Terms and Conditions. Any order to purchase Products or receive Services shall constitute Buyer’s assent to these Terms and Conditions.***

**1. Definitions**

“**Contract**” means either the agreement signed by both parties, or the purchase order signed by Buyer and accepted by Company in writing, for the sale of Products, together with these Terms and Conditions, Company’s final quotation, the agreed scope(s) of work, and Company’s order acknowledgement. In the event of any conflict, the Terms and Conditions shall take precedence over other documents included in the Contract.

“**Contract Price**” means the agreed price stated in the Contract for the sale of Products, including adjustments (if any) in accordance with the Contract.

“**Products**” means the equipment, parts, materials, supplies, and other goods Company has agreed to supply to Buyer under the Contract.

**2. Delivery and Shipping Terms**

a. Unless other specifically agreed in writing by Company, all goods are sold Ex Works Company’s plant. The cost of transportation, handling, brokerage, insurance, taxes and duties and risk of loss to the Products is to be borne by the Buyer. Partial deliveries are permitted.

b. Delivery times are approximate and are dependent upon prompt receipt by Company of all information and/or payment necessary to proceed with the work without interruption.


c. If any Products to be delivered under this Contract cannot be shipped to or received by Buyer when ready due to any cause attributable to Buyer, Company may ship the Products to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Company places Products into storage, the following apply: (i) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery shall be deemed to have occurred; (ii) any amounts otherwise payable to Company upon delivery or shipment shall be due; (iii) a fee of two percent (2%) of the value of the Products will be charged to Buyer; and (iv) when conditions permit and upon payment of all amounts due, Company shall make Products and repaired equipment available to Buyer for delivery.

d. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Buyer shall so notify Company within thirty (30) days after receipt.

e. Any liability of Company for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or adjusting the invoice with respect to such Products to reflect the actual quantity delivered.

**3. Modification**

Any modification of a purchase order requested by Buyer shall be subject to Company’s express agreement. The Contract Price and delivery time shall be revised accordingly. If Company incurs extra costs due to incomplete instructions from Buyer or due to Buyer’s request for changes or amendments, such extra costs shall be added to the Contract Price. Buyer may cancel its order with the prior written consent of Company, which Company may withhold in its sole discretion. All cancelations will be subject to

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payment to Company of reasonable and proper cancelation charges. Buyer may return Products only at its sole cost and only with the prior written authorization of Company via a return merchandise authorization (RMA) number, subject to a 20% restocking fee. No returns of special, custom, or made-to-order Products will be permitted. No returns will be permitted more than sixty (60) days after delivery.

**4. Core Return Policy**

Core returns are due back to Onboard Systems within 30 days from the date the exchange unit was shipped (invoice date). Late return of the core unit will result in the following fees that will be deducted from any credit that is due:

- Cores returned 31-60 days after invoice date will incur a late fee of 25% of the credit due.
- Cores returned 61-90 days after the invoice date will incur a late fee of 50% of the credit due.
- Cores will not be accepted back for credit after 91 days from invoice date and the sale will be considered outright.

Please note that for net accounts, open invoices cannot be held for payment because of a pending credit from an un-returned core. All invoices, including exchanges, are due within 30 days from the invoice date.

**5. Reservation of Ownership**

Title and ownership of the Products sold to the Buyer shall remain with Company until the Contract Price thereof has been paid in full. However, all risks and obligations relating to the possession and ownership of the Products shall be assumed by the Buyer as and from the delivery of the Product.

**6. Contract Price**


a. Buyer shall purchase the Products from Company at the Contract Price. Company shall thereafter notify Buyer of any price increases. In the event of a price increase, Buyer may cancel any undelivered portion of any order by written notice to Company, provided such notice is received by Company not more than thirty (30) days after Buyer's receipt of Company's notice of price increase. Upon cancellation, Buyer shall pay Company: (i) the Contract Price for all Products which have been completed or are in the process of completion, (ii) components or goods secured by Company from outside sources for the performance of the Contract, and (iii) special equipment procured for the performance of the Contract.

b. All Contract Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Company's income, revenues, gross receipts, personnel or real or personal property or other assets. Contract Price includes standard commercial packaging and any requirements for special packaging will be in addition to Contract Price.

c. Buyer shall have no right to access Company's cost or pricing data or other financial books or records.

**7. Payment Terms**

a. Buyer's obligation to make full and timely payment for each shipment will be without rights of set-off. It is the Buyer's obligation to pay within the payment terms agreed to at the time of purchase and as stated on the final invoice.. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, compounded monthly. Buyer shall

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reimburse Company for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees and court costs. In addition to all other remedies available under these Terms and Conditions or at law (which Company does not waive by the exercise of any rights hereunder), Company shall be entitled to suspend the delivery of any Products if Buyer fails to pay any amounts when due hereunder and such failure continues for thirty (30) days following written notice thereof.

b. If Buyer disputes any invoice or portion thereof, it shall notify Company in writing within thirty (30) days of receipt of said invoice, detail the reason for the dispute, and pay all undisputed amounts. All charges not timely disputed in writing shall be deemed to be undisputed and shall be due and payable as set forth above.

**8. Warranty**

a. Company warrants that the Products comply in all material respects with the specifications and descriptions set forth in the Contract for a period of 12 months. Company undertakes, at Company's option, to (i) remedy any defects in Products or (ii) reimburse Buyer for the value of such defective Products; provided that (A) Buyer notifies Company in writing thirty (30) days following delivery in accordance with Section 2, (B) the defective Product is returned to Company, shipping charges prepaid by Buyer, and (C) Company's examination of such Product discloses to its reasonable satisfaction that defects were not caused by negligence, misuse, abuse, misapplication, accident or unauthorized repair or modification or any other cause outside the scope of this warranty. Any repair or other operation performed on the Product by a person not authorized by Company shall automatically void this warranty. This warranty above is limited to defects which are discovered and reported within thirty (30) days from delivery date. This Section 7 shall constitute Company's exclusive liability and sole remedy for any and all damages resulting from defects in the Products.


b. COMPANY MAKES NO OTHER WARRANTY WITH RESPECT TO THE PRODUCTS, AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**9. Limitation of Liability**

a. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO COMPANY FOR THE PRODUCTS SOLD HEREUNDER.

c. This limitation of liability is a material basis for the parties' bargain and reflects the bargained-for allocation of risks between Company and Buyer, without which Company would not have agreed to provide the Products at the price charged.

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**10. Warning**

This Product is intended only for helicopter external load operations in conjunction with certain approved aircraft models as outlined in the applicable owner's manual. This Product is not designed for any other purpose or function. Unapproved use of this Product, including use with unapproved aircraft models or non-aircraft installation, could result in serious injury or death.

**11. Indemnification**

Subject to the limitations set forth herein, Buyer will indemnify Company against any damages, liabilities, or costs finally awarded against Company or agreed to by Buyer as settlement or compromise, and Buyer will defend Company against any claim, suit, or proceeding brought against Company, relating to: (a) Company's manufacture of Products in compliance with Buyer's design, instructions, or specifications; (b) Buyer's modification or alteration of the Products; (c) Buyer's integration or incorporation of Products with other products; and (d) Buyer's breach of the Contract. Subject to the limitations set forth herein, Company will indemnify Buyer against any damages, liabilities or costs finally awarded against Buyer or agreed to by Company as settlement or compromise relating to any breach of these Terms and Conditions.


**12. Adequate Assurance**

Company reserves the right by written notice to cancel any order or require full or partial payment or adequate assurance of performance from Buyer without liability to Company in the event of: (a) Buyer's insolvency, (b) Buyer's filing of a voluntary petition in bankruptcy, (c) the appointment of a receiver or trustee for Buyer or (d) the execution by Buyer of an assignment for the benefit of creditors. Company reserves its right to suspend its performance until payment or adequate assurance of performance is received and also reserves its right to cancel Buyer's credit at any time for any reason.

**13. Intellectual Property Rights**

a. Company hereby grants Buyer a perpetual, irrevocable, worldwide, non-exclusive, nontransferable, non-assignable, and non-sublicensable license under the Company IP (as defined below) to use the Company IP (as defined below) to the extent incorporated into the Products, solely for Buyer's internal research and development purposes in accordance with the terms of this Contract. The foregoing license to the Products shall pass to the Buyer upon payment in full. For the avoidance of doubt, Buyer is hereby expressly prohibited from sharing or disclosing the Products, or any related Company IP (as defined below), with or to any third party and is prohibited from reverse engineering or creating derivative works of the Products and from having the Products, or any related Company IP, manufactured by any third party.

b. Subject to the license granted in Section 11(a) hereof, Company shall retain sole and exclusive ownership of all right, title, and interest in and to all Company IP. As used herein, the term "Company IP" shall mean copyrights, patents and patent rights, trade secrets and trade secret rights, trademarks, design rights, or any other forms of intellectual property rights, together with all goodwill and claims appurtenant to, in the Products and any and all related materials and equipment, and any other processes, products, tools, designs, schema, models, prototypes, software, data, documentation, specifications, methods, information, ideas, know-how, confidential information, trade secrets, inventions, or works of authorship that are owned or have been conceived, developed, acquired, or licensed by or for Company including, without limitation, all customizations, modifications and derivatives thereto and therein. Company's ownership and related rights to Company IP shall inure at creation. To the extent Company IP, for whatever reason, may vest in Buyer, Buyer (on behalf of itself and its employees) hereby perpetually and irrevocably assign to Company, without compensation, all right, title, and interest in and to Company IP and Buyer hereby irrevocably waives all rights with respect to the foregoing (other than the limited license granted in Section 11(a)).

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**14. Compliance with Laws**

a. Buyer represents and warrants that it is not subject to any trade sanctions imposed by the U.S., EU and/or UN and that it is in compliance and shall comply with all applicable laws and regulations relating to trade restrictions and/or export controls (including trade sanctions imposed by the US, EU and/or UN) with respect to Products sold hereunder, and shall provide evidence of compliance with the foregoing as Company may reasonably request from time to time.

b. Buyer represents and warrants that it is in compliance and shall comply with all applicable anti-bribery and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act, and has not, directly or indirectly, offered, paid, promised, or authorized the giving of money or anything of value to any government official for the purpose of influencing any act or decision of such government official. Buyer is not on, nor is Buyer associated with any organization that is on, any list of entities maintained by the United States government that identifies parties to which the sale of goods or services is restricted or prohibited.

**15. Termination**

In addition to any remedies that may be provided under these Terms and Conditions, either party may terminate this Contract with immediate effect upon written notice to the other party, if the breaching party: (a) fails to pay any amount when due under this Contract and such failure continues for thirty (30) days after the breaching party's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of these Terms and Conditions, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. If Company terminates this Contract, Company may suspend deliveries, and will be entitled to cancellation charges for finished Products and work in progress that Company started to reasonably meet the delivery schedule, as well as to any quantity price adjustments reflecting volume pricing quoted for quantities ordered but cancelled due to Buyer's default, and all costs, direct and indirect, incurred or committed.

**16. Amendment and Modification**


These Terms and Conditions may only be amended or modified in a writing which specifically states that it amends these Terms and Conditions and is signed by an authorized representative of each party.

**17. Waiver**

No waiver by Company of any of the provisions of this Contract is effective unless explicitly set forth in writing and signed by Company. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Contract operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**18. Confidential Information**

Neither party will disclose to a third party any information concerning this Agreement, nor the prices offered to Buyer under this Agreement, without first obtaining the written consent of the other party, unless required by law. This Section does not apply to information that is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; or (c) rightfully obtained by the receiving party on a non-confidential basis from a third party. Upon a party's request, such other party shall promptly return all documents and other materials received from the requesting party. The requesting party will be entitled to

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obtain equitable relief, including a restraining order, injunction, or other similar remedy (without any requirement to post bond as a condition of such relief) for any breach or threatened breach of these Terms and Conditions. Nothing contained herein shall be construed as limiting disclosing party's right to any other remedies at law, including the recovery of damages for breach of these Terms and Conditions.

**19. Force Majeure**

Company shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage ("Force Majeure Event"). Company will not be liable for damages, whether direct, incidental, or consequential, and (a) the time for performance shall, at Company's option, be extended in whole or in part until the termination of the Force Majeure Event and for an additional period thereafter reasonably necessary to cure the effects thereof, or (b) at Company's option, a part or all of the Products affected may be eliminated from the Contract, without any liability to Company; and the Contract Price will be appropriately reduced.

**20. Assignment**

Buyer shall not assign any of its rights or delegate any of its obligations under this Contract without the prior written consent of Company. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Contract.

**21. Relationship of the Parties**


The relationship between the parties is that of independent contractors. Nothing contained in this Contract shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

**22. Governing Law**

All matters arising out of or relating to this Contract are governed by and construed in accordance with the internal laws of the State of Delaware. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE THE RIGHT TO TRIAL BY JURY.

**23. Notices**

All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Contract or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid).

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**24. Severability**

If any term or provision of this Contract is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction.

**25. Survival**

Provisions of these Terms and Conditions which by their nature should apply beyond their terms will remain in force after any termination or expiration of these Terms and Conditions including, but not limited to, the following provisions: Compliance with Laws, Confidential Information, Governing Law, Indemnification, and Survival.

**26. Complete Agreement**

These Terms and Conditions constitute the entire agreement between Buyer and Company relating to the subject matter hereof, and supersede all prior and contemporaneous discussions, understandings, and agreements related to the subject matter hereof. If Buyer submits purchase orders or other ordering documents to Company, no preprinted or other terms contained in those documents will operate to amend or supersede any term of these Terms and Conditions. Company's acceptance of any such purchase order or other ordering documents submitted by Buyer shall not be construed as Company's acceptance of such preprinted terms. Any addition, waiver, variation or modification of or to these Terms and Conditions shall be void and ineffective unless made in writing signed by both the parties.