

Metron Aviation Terms and Conditions of Sale

24 October 2020

1. DEFINITIONS

Access Credentials means any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Services.

Agreement means the MTCS and terms and conditions of the Order Form.

Authorized User means each of the individuals authorized to use the Services pursuant to Section 2 and subject to the MTCS and terms and conditions of the Order Form.

Customer means an organization that is the buyer of the Services herein.

Customer Data means information, data and other content, in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly from Customer or an Authorized User by or through the Services.

Customer Systems means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of third-party services.

Documentation means any manuals, instructions or other documents or materials that the Metron provides or makes available to Customer in any form or medium and which describe the functionality, components, features or requirements of the Services, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

Fees means the fees set forth in the Order Form.

Harmful Code means any software, hardware or other technology, device or means, including any virus, worm, malware or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system or network or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality or use of any data Processed thereby, or (b) prevent Customer or any Authorized User from accessing or using the Services or Metron Systems as intended by the Order Form.

Intellectual Property Rights means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

Law means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

Losses means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

Metron means Metron Aviation, Inc.

Metron Materials means the specifications, Documentation and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by Metron or any Subcontractor in connection with the Services or otherwise comprise or relate to the Services or Metron Systems.

Metron Personnel means all individuals involved in the performance of the Services as employees, agents or independent contractors of Metron or any Subcontractor.

Metron Systems means the information technology infrastructure used by or on behalf of Metron in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Metron or through the use of third-party services.

MTCS means these Metron Aviation Terms and Conditions of Sale.

Order Form means the detailed description of the product, services, capabilities and related Fees.

Permitted Use means any use of the Services by an Authorized User for the benefit of Customer solely in Customer's internal business operations and for the purpose of monitoring demand of aviation resources within the Customer's areas of responsibility.

Process means to take any action or perform any operation or set of operations that the Services are capable of taking or performing on any data, information or other content.

Purchase Order means a confirmation of the Order Form documenting a purchase of Services from Customer.

Representatives means, with respect to a party, that party's employees, officers, directors, consultants and legal advisors. Metron Representatives also includes Metron affiliates, subcontractors and suppliers.

Services means the Services identified in the Order Form.

Subcontractor means a third party of Metron.

Third-Party Materials means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment or components of or relating to the Services that are not proprietary to Metron.

2. SERVICES

2.1 PROVISION OF SERVICES.

Subject to and conditioned on Customer's payment of the Fees and compliance with these MTCS and the Order Form, Metron hereby grants Customer a non-exclusive, non-transferable, limited, revocable right to access and use, solely during the Term, the Services and such Metron Materials as Metron may supply or make available to Customer solely for the Permitted Use by and through Authorized Users in accordance with the Documentation and all applicable laws and regulations. Additional Services may be purchased by Customer throughout the term referenced in the Order Form by written amendment to the Order Form.

2.2 CONTROL TERMS AND CONDITIONS

2.2.1 Except as otherwise provided in the MTCS herein:

- (a) Metron has and will retain sole control over the operation, provision, maintenance and management of the Services and Metron Materials, including: (i) the Metron Systems; and (ii) performance of maintenance, upgrades, corrections, and repair; and
- (b) Customer has and will retain sole control over the operation, maintenance and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the Services and Metron Materials by any person by or through the Customer Systems or any other means controlled by Customer or any Authorized User, including any: (i) information, instructions or materials provided by any of them to the Services or to Metron; (ii) results obtained from any use of the Services or Metron Materials; and (iii) conclusions, decisions or actions based on such use.

2.2.2 Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (c) Customer Systems; (d) the security and use of Customer's and its Authorized Users' Access Credentials; and (e) all access to and use of the Services and Metron Materials directly or indirectly by or through the Customer Systems, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions and actions based on, such access or use.

2.2.3 Customer shall employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for Processing by the Services.

2.3 CHANGES

Metron reserves the right, in its sole discretion, to make any changes to the Services and Metron Materials that it deems necessary or useful with a minimum of three (3) months advance notice to Customer. Without limiting the foregoing, either party may, at any time during the term referenced in the Order Form, request in writing changes to the Services. Upon mutual Agreement by the parties hereto, all agreed changes shall be memorialized in an amendment to the Order Form. Notwithstanding the foregoing, Customer may increase the number of Authorized Users for any Services at any time by submitting an amendment to the Order Form to Metron.

2.4 SUBCONTRACTORS

Metron may from time to time, in its sole discretion, engage third parties to perform Services (each, a "Subcontractor").

2.5 SUSPENSION OR TERMINATION

Metron may, directly or indirectly, suspend, terminate or otherwise deny Customer's, any Authorized User's or any other person's access to or use of all or any part of the Services or Metron Materials, without incurring any resulting obligation or liability, if: (a) Metron receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires Metron to do so; or (b) Metron believes, in its sole discretion, that: (i) Customer or any Authorized User has failed to comply with, any material term of the Order or MTCS, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized or in any manner that does not comply with any material instruction or requirement set forth in these MTCS or the Order Form; (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities relating to or in connection with any of the Services; or (iii) the Order Form expires or is terminated. This Section does not limit any of Metron's other rights or remedies, whether at law, in equity.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 AUTHORIZATION LIMITATION

Customer shall not permit any other person to access or use the Services or Metron Materials except as expressly permitted by the MTCS and the Order Form and, in the case of Third Party Materials, the applicable third-party license agreement. Customer further agrees that it shall not, directly or indirectly: reverse engineer, decompile, disassemble, decode or otherwise attempt to discover, derive or gain access to the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or Metron Materials; copy, modify, translate, or create derivative works based on the Services (except to the extent expressly permitted by Metron or authorized within the Services); rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, use, or otherwise make available the Services or any Metron Materials for timesharing, service bureau, cloud or software-as-a-service purposes or otherwise for the benefit of a third party; bypass or breach any security device or protection used by the Services or Metron Materials or access or use the Services or Metron Materials other than by an Authorized User through the use of his or her own valid Access Credentials; input, upload, transmit or otherwise provide to or through the Services or Metron Systems, any information or materials that are unlawful or injurious, or contain, transmit or activate any Harmful Code; remove any proprietary notices or labels; or otherwise access or use the Services or Metron Materials beyond the scope of the access granted under Section 2.

3.2 CUSTOMER OBLIGATIONS

As stated in Section 2, Customer shall be responsible for obtaining, operating and maintaining any Customer Systems needed to connect to, access or otherwise use the Services. Customer shall also be responsible for maintaining the security of the Customer Systems, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of the Customer account or the Customer Systems with or without Customer's knowledge or consent. Customer shall provide Metron Personnel with such access to Customer's premises and Customer Systems as is necessary for Metron to perform the Services in accordance with the Order Form, and provide all cooperation and assistance as Metron may reasonably request to enable Metron to exercise its rights and perform its obligations hereunder. Customer hereby agrees to indemnify and hold harmless Metron against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing. Although Metron has no obligation to monitor Customer's use of the Services, Metron may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

3.3 CUSTOMER DELAY

Metron is not responsible or liable for any delay or failure to perform caused in whole or in part by Customer's delay in performing, or failing to perform, any of its obligations under these MTCS or the Order Form.

4. LICENSE GRANT AND Consent to Use of Customer Data

Customer hereby grants to Metron a non-exclusive, non-transferable, royalty-free, worldwide, irrevocable license to use Customer Data for purposes of (i) providing the Services to its customers; (ii) processing and aggregating Customer Data for commercial purposes, including but not limited to creating new products and services, (iii) improving and enhancing the Services, and (iv) development, diagnostic and corrective purposes in connection with the Services.

5. CONFIDENTIALITY; PROPRIETARY RIGHTS

5.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Confidential Information" of the Disclosing Party). Confidential Information of Metron includes, but is not limited to, non-public information regarding features, functionality and performance of the Service. Confidential Information of Customer includes Customer Data. The Receiving Party agrees: (i) to take reasonable precautions to protect such Confidential Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Confidential Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Confidential Information of the Disclosing Party or (e) is required to be disclosed by law.

5.2 Notwithstanding anything to the contrary, the parties agree that Customer grants Metron the right to use and/or disclose any Customer Data which is provided to Metron in accordance with the Services and uploaded by Customer to Metron Systems subject to the license set forth in Clause 4. Metron shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom)(hereafter the "Resultant Data"), and Metron will be free (during and after the term hereof) to (i) use the Resultant Data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Metron offerings, and (ii) disclose such Resultant Data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

5.3 Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under this Section would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

6. FEES; PAYMENT OF FEES

6.1 FEES

Customer will pay Metron the Fees set forth in the Order Form. Metron reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email) and the Order Form will be deemed amended accordingly.

If Customer believes that Metron has billed Customer incorrectly, Customer must contact Metron no later than 60 days after the closing date on the first billing statement in which the error or problem appeared and provide Metron with evidence of such error or problem, in order to receive an adjustment or credit at Metron's discretion. Inquiries should be directed to Metron's accounts payable department at accountspayable@metronaviation.com

6.2 PAYMENT

Customer will pay all Metron invoices no later than thirty (30) days from the invoice date to the Remittance Address provided in the Purchase Order.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 SERVICES AND METRON MATERIALS

All right, title and interest in and to the Services and Metron Materials, including modifications, upgrades and enhancements thereto, and any software, applications, inventions or other technology developed in connection with the Services or Metron Materials including all Intellectual Property Rights therein, are and will remain with Metron and the respective rights holders in the Third-Party Materials. Customer has no right, license or authorization with respect to any of the Services or Metron Materials (including Third-Party Materials) except as expressly set forth in the MTCS herein or the applicable third-party license. All other rights in and to the Services and Metron Materials (including Third-Party Materials) are expressly reserved by Metron and the respective third-party licensors.

7.2 CUSTOMER DATA

Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in Section 4.

8. TERM AND TERMINATION

8.1 Subject to earlier termination as provided below, the Initial Service Term is specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (the "Renewal Term") (the Initial Service Term and all Renewal Terms shall be referred to collectively as the "Term"), unless either party requests termination at least sixty (60) days prior to the end of the then-current term or the parties mutually agree to revise the MTCS stipulated in the Order Form. In addition to any other remedies it may have, either party may also terminate the Order Form upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of the Order Form.

8.2 Upon any expiration or termination of the Order Form, (i) all rights, licenses, consents and authorizations granted by Metron hereunder will immediately terminate; (ii) Metron shall make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Metron may, in its sole discretion, delete stored Customer Data; (iii) Customer shall immediately cease all use of any Services and Metron Materials and promptly return to Metron all documents and tangible materials containing, reflecting, incorporating or based on any Metron Materials or Metron Confidential Information and permanently erase all Metron Materials and Metron Confidential Information from all

systems Customer directly or indirectly controls; (iv) Metron will disable all Customer and Authorized User access to the Services and Metron Materials; and (v) Customer shall pay Metron, for any remaining monies due for then current Term or Renewal Term. All sections of the Order Form which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

8.3 Prior to any claim for default being made, either party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of the Order Form, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have 30 days after delivery of such notice to cure the non-compliance.

9. REPRESENTATIONS AND WARRANTIES.

9.1 MUTUAL REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other party that:

- (a) it is duly organized, validly existing and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;
- (b) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses, consents and authorizations it grants or is required to grant under this Agreement and the Order Form;
- (c) the execution of the Order Form by its representative has been duly authorized by all necessary corporate or organizational action of such party; and
- (d) when executed and delivered by both parties, the Order Form and these MTCS will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

9.2 ADDITIONAL CUSTOMER REPRESENTATIONS, WARRANTIES AND COVENANTS

Customer represents, warrants and covenants to Metron that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by Metron and processed in accordance with the Order Form, they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.

9.3 ADDITIONAL METRON REPRESENTATIONS, WARRANTIES AND COVENANTS

Metron shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Metron or by third-party providers, or because of other causes beyond Metron's reasonable control, but Metron shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

9.4 DISCLAIMER OF WARRANTIES.

EXCEPT AS OTHERWISE PROVIDED EXPRESSLY HEREIN, METRON DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND METRON MATERIALS ARE PROVIDED "AS IS" AND METRON DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

10. INDEMNITY

10.1 METRON INDEMNIFICATION

Metron shall indemnify, defend and hold Customer harmless from liability to third parties resulting from infringement by the Services or Metron Materials of any United States patent or any copyright or misappropriation of any trade secret, provided Metron is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Metron will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Services (i) not supplied by Metron, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Metron, (iv) combined with other hardware, system, software, network, products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, (vi) failure to implement any modifications, upgrades, replacements or enhancements made available to Customer by or on behalf of Metron; or (vii) where Customer's use of the Services is not strictly in accordance with the Order Form. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Metron to be infringing, Metron may, at its option and expense (a) replace or modify the Services to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Services, or (c) if neither of the foregoing is commercially practicable, terminate the Order Form and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Services.

10.2 CUSTOMER INDEMNIFICATION

Provided Customer is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement, Customer shall indemnify, defend and hold harmless Metron and its subcontractors and affiliates, and each of its and their respective officers, directors, employees, agents, successors and assigns (each, a "Metron Indemnitee") from and against any and all Losses incurred by such Metron Indemnitee in connection with any action by a third party (other than an Affiliate of a Metron Indemnitee) that arise out of or relate to any:

- (a) Customer Data, including any Processing of Customer Data by or on behalf of Metron in accordance with the Order Form;
- (b) any other materials or information (including any documents, data, specifications, software, content or technology) provided by or on behalf of Customer or any Authorized User, including Metron's compliance with any specifications or directions provided by or on behalf of Customer or any Authorized User to the extent prepared without any contribution by Metron;
- (c) allegation of facts that, if true, would constitute Customer's breach of any of its representations, warranties, covenants or obligations under this Order Form; or
- (d) negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with the Order Form.

11. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, METRON AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THE ORDER FORM OR THIS MTCS UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL PUNITIVE OR CONSEQUENTIAL DAMAGES REGARDLESS OF WHETHER THE PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH DAMAGES OR LOSSES WERE OTHERWISE FORESEEABLE; (C) FOR ANY ACTION OR INACTION OF CUSTOMER CONCERNING ITS OPERATIONS BASED ON OR RELATED TO ITS USE OF THE SERVICES, OR (D) FOR ANY MATTER BEYOND METRON'S REASONABLE CONTROL.

IN NO EVENT WILL THE AGGREGATE LIABILITY OF METRON AND ITS LICENSORS, SERVICE PROVIDERS AND SUPPLIERS UNDER OR IN CONNECTION WITH THE ORDER FORM OR THESE MTCS, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE FEES PAID BY CUSTOMER TO METRON FOR THE SERVICES UNDER THE ORDER FORM IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT METRON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

12. FORCE MAJEURE

Neither Party shall be liable to the other for any delay in the performance of its obligations under these MTCS, other than payment of any moneys due hereunder, when such delay or default is due to any cause beyond its control or not occasioned by its fault or negligence including, but not limited to: acts of God, wars, fires, strikes, lockouts or other industrial disturbances, rebellions, insurrections, riots, civil disorders, sabotage, bombings, explosions, delays in transportation, blockades, embargoes, requirements, acts or demands of any government or any state or political subdivision thereof, arrest and restraint of rulers and people, floods, earthquakes, landslides, lightning, or from any other cause whether of the kind herein enumerated or otherwise, including computer breakdowns or malfunctioning, provided that Metron shall not be relieved of its obligation to reimburse and indemnify Customer for all liability of Customer to operators of Aircraft (if any) and any other persons, corporations, or other entities arising out of or in any way connected with failure of Metron to comply with this Agreement for any reason.

13. SEVERABILITY

If any provision is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary and the remainder will otherwise remain in full force and effect.

14. HEADINGS

The headings are for reference only and do not affect the interpretation of these MTCS.

15. ASSIGNMENT

The Order Form is not assignable, transferable or sublicensable by Customer except with Metron's prior written consent. Metron may transfer and assign any of its rights and obligations without consent.

16. ORDER FORM

This Order Form and the MTCS including the Appendices, constitutes the entire Agreement between the Parties hereto relating to the subject hereof, and supersedes all prior oral or written Agreements. This Agreement may not be amended or modified except in a writing signed by both Parties. In the event of any conflict between the documents forming the order, they shall be interpreted in accordance with the following order of precedence

- (i) the Order Form;
- (ii) the MTCS;
- (iii) any other documents attached and/or referenced.

17. RELATIONSHIP OF THE PARTIES

This Agreement will not be construed to create any agency, partnership, joint venture, or employment. Customer does not have any authority of any kind to bind Metron in any respect whatsoever. In any action or proceeding to enforce rights under the MTCS, the prevailing party will be entitled to recover costs and attorneys' fees.

18. NOTICES

All notices will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

19. PRESS RELEASE

Upon execution of the Order Form, Metron shall issue at least one press release specifying the relationship between Metron and Customer for the respective engagement. Metron is authorized to use Customer's name and logo (as provided by Customer) on Metron's company website upon execution of the Order Form.

20. JURISDICTION

The MTCS shall be governed by, and construed in accordance with, the substantive the laws of the Commonwealth of Virginia (United States) without regard to its conflict of law provisions.

21. COUNTERPARTS

The Order Form may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same instrument.

22. SURVIVAL

Any provision of the MTCS which contemplates performance or observance subsequent to termination or expiration of the Order Form shall survive termination or expiration of such Order Form and continue in full force and effect.