

Terms and Conditions of Purchase (Rev.: June 2024)

The terms and conditions set forth in this document constitute the only terms and conditions applicable to the purchase of Work by Firefly Aerospace, Inc. (“**Firefly**”) and its Affiliates. These Terms and Conditions of Purchase together with the attachments appended hereto comprise the “**Terms**.”

1. DEFINITIONS

The following terms shall have the meanings:

- (a) “**Affiliate**” means any entity controlling, controlled by, or under common control of Firefly.
- (b) “**Buyer**” means Firefly or its Affiliate identified in the PO which is contracting with Seller for Work identified in the PO.
- (c) “**Seller**” means the party contracting to supply the Work to Buyer pursuant to the PO. Buyer and Seller are referred to individually as a “**Party**” and collectively as the “**Parties**.”
- (d) “**Goods**” means the product supplied by Seller to Buyer, including without limitations all articles, supplies, components, raw materials, and intermediate assemblies thereof.
- (e) “**PO**” means a purchase order issued by Buyer for the Work.
- (f) “**Services**” means the services Seller provides to Buyer.
- (g) “**Work**” means Goods and/or Services provided by Seller under the PO.

2. TERMS AND CONDITIONS

- (a) These Terms shall apply to all POs issued by Buyer. Either Seller’s written acknowledgement or Seller’s full or partial performance under the PO, whichever occurs first, will constitute acceptance of all terms and conditions contained herein. Any acceptance of the PO is limited to acceptance of the express terms of the offer set forth in the PO. Any proposed additional or different terms or any attempt by Seller to vary any of the terms of this offer in Seller’s acceptance or acknowledgement is hereby objected to and rejected. If Buyer’s PO shall be deemed an acceptance of a prior offer by Seller, such acceptance is limited to the express terms set forth in these Terms.
- (b) Any conflict or inconsistency among the following documents shall be resolved by giving precedence in the following order: (i) the PO; (ii) the master agreement entered into between the Parties, if any (which is incorporated by reference in any PO issued thereunder); (iii) these Terms (which are incorporated by reference in any PO); (iv) the statement of work; (v) any specifications, drawings, or other requirements attached hereto or incorporated by reference into the PO; and (vi) any supplemental terms, conditions, or provisions (such as an End User License Agreement) negotiated between the Parties and identified on the PO.
- (c) In the event of a conflict in these Terms and applicable clauses contained in Attachment 1 (FAR Clauses), the FAR Clauses shall control to the extent necessary for Buyer to comply with Buyer’s Government Contract. **NO OTHER DOCUMENT CAN BE LESS RESTRICTIVE THAN THE MANDATORY FAR, DFARS, AND NFS CLAUSES APPLICABLE TO BUYER’S GOVERNMENT CONTRACT.**

3. PAYMENT TERMS

- (a) **Price; Payment.** Seller will sell and/or perform the Work for the prices and fees specified in the PO. Such prices and fees are fixed. Unless otherwise agreed in writing, prices include shipping, delivery, packaging, labeling, crating, taxes, and duties.
- (b) **Standard Payment Terms.** Unless otherwise agreed to between Buyer and Seller, Seller shall submit an invoice to Buyer immediately after each shipment of Work that is Goods is made or after Work that is a Service is provided. Seller shall issue a separate invoice referring to each PO by Buyer. Each invoice shall describe the Work delivered and/or performed. Unless otherwise provided herein, Seller shall not submit invoices in duplicate. Buyer’s standard terms of settlement shall be payment of the invoiced amount within 90 calendar days of Buyer’s receipt of a correct Invoice. Settlement and invoicing may be paperless, and in a format acceptable to Buyer. Seller must provide banking information to establish electronic funds transfer for U.S. Sellers and wire transfer for non-U.S. Sellers. Payment shall be deemed to have been made as of the date of the electronic funds or wire transfer initiation. If Buyer does not make payment on time, Seller shall send Buyer written notice of such non-payment and Buyer shall have 10 business days from receipt of such written notice to remedy the non-payment.
- (c) **Taxes.** Unless otherwise specified, prices include all applicable federal, state and local taxes, duties, tariffs, VAT and similar fees imposed by any government, all of which shall be listed separately on the invoice. If Buyer, for any reason, pays any taxes for which Seller is responsible, Seller shall promptly reimburse Buyer for such payment.
- (d) **Setoff.** Buyer shall be entitled to set off any amount owing from Seller to Buyer or to any of Buyer’s Affiliates against any amount payable under these Terms.
- (e) **Currency.** Unless otherwise specified in the PO, all prices and fees shall be stated in United States Dollars.

4. DELIVERY OF WORK

- (a) **Delivery.** Unless otherwise specified in the PO, Seller will deliver Work that is Goods FCA (Buyer’s facility) INCOTERMS 2020 if Seller is located within the continental US and DDP (Buyer’s facility) INCOTERMS 2020 if Seller is located outside the continental US. Title to and risk of loss of or damage to the Work shall pass to Buyer after receipt, inspection and acceptance in accordance with Section 5.
- (b) Time is of the essence with respect to delivery. Seller must immediately notify Buyer, in writing, of any actual or potential delay of the PO. If requested by Buyer, Seller will participate in regular periodic meetings during which the Parties can discuss Seller’s progress in performing the work and status to delivery dates.

(c) **Late Delivery.** If Seller fails to deliver the Work by the delivery date set forth in the PO in the quantities or of the nature specified in the PO or in a statement of work attached to the PO, Buyer may immediately terminate the PO, either in whole or in part, and may refuse to accept delivery of any Work specified in the PO and to return, at Seller's expense, all shipped Work.

(d) **Liquidated Damages for Late Delivery.** In addition, should Seller fail to make delivery of any Work in accordance with the delivery schedule specified in the PO or as provided by Seller and agreed to by Buyer for any reason other than circumstances excused under Section 23 of these Terms, then Buyer shall be entitled to receive, and Seller shall pay, compensation in the form of liquidated damages for such late delivery and not as a penalty. Such compensation shall accrue at the rate equal to the greater of \$150 or 1.5% of the price of the Work subject to delay for each day of delay beginning on the fifth day after the scheduled delivery date. The liquidated damages charged shall not exceed 25% of the price of the late Work. Seller agrees that these liquidated damages are reasonable in light of the anticipated harm caused by the late delivery; the difficulties of the proof of loss; and the inconvenience, expense, or non-feasibility of otherwise determining and obtaining an adequate remedy. In no event shall failure to assess liquidated damages be considered a waiver of Buyer's rights under any other provision of these Terms or Buyer's right to later collect for liquidated damages owed but not previously asserted by Buyer.

(e) **Anticipation of Delivery Schedule.** Unless otherwise agreed to in writing, Seller shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet firm delivery schedules and those planned schedules that are within lead time. Unless specifically agreed to, in writing, Seller shall not deliver Work prior to the Buyer's requirement date.

5. PACKAGING, INSPECTION, ACCEPTANCE

(a) Seller shall, at all times, comply with Buyer's written shipping instructions. Seller also shall be responsible for the proper packaging of the Work that is Goods supplied in accordance with the instructions in the PO, or if none are provided, the Work shall be packaged and identified in accordance with Aerospace Industry Standards (ASTM-D-3951- 98 and MIL-STD-2073) to allow for safe delivery of the shipment to its destination with no damage to the contents. The packaging shall be capable of multiple handling and storage periods at a minimum of one year in enclosed facilities without damage to the product. All wood boxes, wood skids, wood filler assemblies, wood dunnage assemblies, and wood pallets must be compliant to International Standards For Phytosanitary Measures No. 15 (ISPM-15). Buyer reserves the right to reject, at no cost to Buyer, any Work damaged due to improper packing.

(b) A complete packing list shall be enclosed with all shipments. Seller shall mark containers or packages with necessary lifting, loading, and shipping information, including Buyer's PO, or contract number, item number, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include the PO number. All Work shall strictly comply with all applicable specifications and shall be subject to inspection and test by Buyer and/or its customer at all times and places. If any inspection or test is made on the premises of Seller or its vendor, Seller, without

additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

(c) All Work shall be subject to inspection and acceptance by Buyer regardless of whether Buyer has pre-paid for the Work or if the Work has been delivered according to any Incoterms. Upon inspection, any Work that is found to be damaged, defective, non-merchantable, of insufficient quality, incorrect in quantity, missing or accompanied by inaccurate certificates or other documentation, or otherwise unacceptable shall be "**Nonconforming Work**".

(d) Buyer may, at its option and without limiting any of Buyer's other rights hereunder: (a) reject and return the Nonconforming Work, in whole or in part, at Seller's sole risk and expense, for an immediate credit or refund from Seller; (b) reject and return the Nonconforming Work to Seller, at Seller's sole risk and expense, for immediate repair or replacement; (c) accept the Nonconforming Work at an equitable price reduction; (d) replace or correct the Nonconforming Work and charge Seller all expenses incurred in connection with such replacement or correction; or (e) terminate all or part of the PO. Seller shall bear all risk of loss or damage to Nonconforming Work, including without limitation Seller's labor and material costs, overhead and general and administrative costs reasonably incurred. ANY WORK REJECTED SHALL BE CONSIDERED AS 'NOT DELIVERED'.

(e) **Liquidated Damages for Delivered Nonconforming Work.** In addition to Buyer's rights under clause (d) above, including without limitation Buyer's right to replace or correct any nonconformance and charge Seller all expenses incurred in connection with such replacement or correction, should Seller deliver Nonconforming Work, then Buyer shall be entitled to receive, and Seller shall pay, compensation in the form of liquidated damages and not as a penalty as follows:

- i) If the Nonconforming Work requires Buyer's Quality organization to issue a Supplier Corrective Action Report (a **SCAR**) to Seller as a result of the nonconformance, Buyer shall be entitled to receive, and Seller shall pay compensation in an amount equal to the lesser of \$2,500 or 10% of the price of the Nonconforming Work to compensate Buyer for administrative costs associated with processing the Nonconforming Work; or
- ii) If the Nonconforming Work does not require the issuance of a SCAR, Buyer shall be entitled to receive, and Seller shall pay compensation in an amount equal to the lesser of \$500 or 5% of the price of the Nonconforming Work to compensate Buyer for administrative costs associated with processing the Nonconforming Work.

Seller agrees that the liquidated damages in the foregoing amounts are reasonable in light of the anticipated harm caused by the delivery of Nonconforming Work; the difficulties of the proof of loss; and the inconvenience, expense, or non-feasibility of otherwise determining and obtaining an adequate remedy. In no event shall failure to assess liquidated damages be considered a waiver of Buyer's rights under these Terms or Buyer's right to later collect for liquidated damages owed but not previously asserted by Buyer.

(f) Payment for Work delivered hereunder shall not constitute acceptance thereof, and all payments against documents shall be

made with a reservation of rights by Buyer for defects in Work, including, without limitation, defects apparent on the face thereof.

(g) Buyer's failure to inspect the Work shall neither relieve Seller from responsibility for such work which are not in accordance with the PO requirements and specification nor impose liabilities on Buyer therefor. The inspection or test of any Work by Buyer shall not relieve Seller from any responsibility regarding defects or other failures to meet PO requirements and specifications, which may be discovered subsequently.

6. CHANGES

(a) No amendment or modification to the PO shall be binding upon Buyer unless agreed upon in writing and signed by an authorized representative of Buyer.

(b) In the event Seller becomes aware of any ambiguity between any of the documents constituting the PO, Seller must consult Buyer for written resolution before proceeding with the PO.

(c) At any time, Buyer may request changes in the description, drawings, specifications, service requirements, quantity, time or place of delivery, and/ or shipping and packing instructions relating to the Work by sending a written request to Seller. Seller shall have 5 calendar days from the date of receipt of such request to notify Buyer in writing whether: (i) it accepts such request without modification to delivery time and/or price of Work; or (ii) Seller accepts such request with a modification to delivery time and/or price of Work; or (iii) Seller does not accept such request.

(d) If Buyer does not receive written notification from Seller within the 5-day period in clause 6(c), Seller shall be deemed to have accepted the request with no modification to delivery time or price. If Seller timely advises Buyer that it accepts the change(s) but requests a modification in delivery time or price, Seller and Buyer shall agree to an equitable adjustment in the delivery time or price or both, as applicable. In the event Seller and Buyer are unable to agree to an equitable adjustment or Seller does not accept the requested change(s), then Buyer may elect to either proceed with the PO un-amended or terminate the PO.

7. STOP ORDER

Buyer may at any time and by written notice to Seller require Seller to stop all, or any part of, the Work being provided hereunder for a period not to exceed 90 calendar days ("**Stop Order**"). Upon receipt of the Stop Order, Seller will immediately comply with the terms of the Stop Order and will take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Order. Within the ninety-day period, Buyer will either (i) cancel the Stop Order; or (ii) terminate the PO for the Work as provided in the Termination provisions of these Terms. If the Stop Order is canceled or the ninety-day period expires, Seller shall resume performance and an equitable adjustment as to cost and/or schedule shall be made in accordance with the Changes provision of these Terms.

8. RECORDS

Unless a longer period is specified in the PO or by law or regulation, Seller shall retain all records related to each PO for 10 years from the date of final payment received by Seller. Records related to a

PO include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records. At no additional cost, Seller shall timely provide access to such records to the US Government and/or Buyer upon request. **Seller shall include this provision in any subcontract placed pursuant to the PO.**

9. QUALITY STANDARDS

(a) Seller shall implement and maintain a quality program acceptable to Buyer for the Work delivered or performed under the PO. When requested, Seller shall submit to Buyer, for Buyer's approval, the quality program documentation, including Seller's procedures, instructions, practices, processes and other documents. Seller will have the continuing obligation to immediately notify Buyer of a change or deviation from Seller's approved quality program and to notify Buyer of Work delivered during such change or deviation.

(b) Seller represents and warrants that Seller is an expert, fully competent in all phases of the work involved in producing and supporting and/or performing all Work purchased under the PO. Seller agrees to use only experienced, trained and qualified employees in the performance of its obligations under these Terms and all Work performed must be of first-class quality and workmanship.

(c) Buyer, its customers and its higher-level contractors, including government agencies, will have the right to audit and/or inspect Seller's and its suppliers' manufacturing facilities, processes, inspection systems, quality assurance systems, data, and equipment as may be related to the Work furnished under the PO.

(d) Upon request, Seller shall, where applicable, submit test specimens (e.g., production method, number, storage conditions) for design approval, inspection, investigation or auditing.

(e) Seller shall notify Buyer of any change in Work, design, product configuration, materials, process, suppliers, manufacturing facility location and, unless otherwise indicated, shall obtain Buyer's prior written approval of any such changes.

(f) **Last Time Buy.** If Seller plans to discontinue a product (including by planned obsolescence) or undertake a revision change to any of its products (including spare parts and components) from its product line, in each case, that constitute Work under a PO, Seller shall notify Buyer about the intended discontinuance in writing at least 12 months in advance (or if less, at the time the PO is let). Before the expiration of the 12-month notice period, Buyer shall have the right to place a final order for the applicable discontinued product or Superseded Part, in each case including spare parts and components, required by Buyer. Seller shall use its reasonable efforts to deliver the Work so ordered by the requested delivery dates, however the delivery times regarding such final order shall be agreed separately between the Parties. "**Superseded Part**" means Seller products that are still usable by Buyer, but the part number of the products is no longer the most current version. **Seller shall include this provision in any subcontract placed pursuant to the PO.**

(g) Seller shall ensure that all of its subcontractors are provided (subject to appropriate confidentiality obligations) with any and all

applicable requirements, specifications and standards required by Buyer, its Customers or regulatory authorities, with respect to the Work furnished under the PO.

(h) Seller shall report immediately to Buyer any known malfunctions, defects and/or unsafe or not flightworthy conditions with respect to any Work and provide a disposition to mitigate such malfunction, defect and/or un-airworthy condition.

(i) Seller shall notify Buyer of any Work that does not conform to the specifications described or referenced by Buyer on the PO. Seller shall obtain approval from Buyer regarding the disposition of any such Nonconforming Work.

10. COUNTERFEIT GOODS

(a) The following additional terms have the below meanings:

"Counterfeit Goods" means Goods that are or contain unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used Goods represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

"Suspect Counterfeit Goods" means Goods for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the Goods are authentic.

"Obsolete item" means any part, component, sub-component or other deliverable hereunder, that is no longer in production by the OCM/OEM or an aftermarket manufacturer that has been provided express written authorization from the current design activity or original manufacturer.

(b) Seller shall not deliver any Work that is a Counterfeit Good or Suspect Counterfeit Good to Buyer under the PO. Seller shall immediately notify Buyer with the pertinent facts if Seller becomes aware that it has delivered Work that is a Counterfeit Good or Suspect Counterfeit Good.

(c) Seller shall only purchase products to be delivered or incorporated as Work to Buyer directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain or other source with the express written authority of the OCM/OEM. Seller may only use another source if (i) the foregoing sources are unavailable, (ii) Seller's inspection and other counterfeit detection and avoidance risk mitigation processes will be employed to ensure the authenticity of the Work, and (iii) Seller obtains the advance written approval of Buyer.

(d) Seller shall maintain adequate counterfeit detection and avoidance risk mitigation processes in accordance with industry recognized standards and with any other specific requirements in these Terms and, as applicable, identified in the PO. If Work delivered under the PO constitute or include Counterfeit Goods, Seller will, at its sole expense, promptly replace such Counterfeit Goods with genuine Work conforming to the requirements of the

PO. Notwithstanding any other provision in these Terms, Seller shall be liable for all costs relating to the remediation of Counterfeit Goods.

11. GOODS WARRANTY

(a) Without limiting any warranties that may otherwise be associated with Goods that are part of the Work, including without limitation, implied warranties and warranties stated in any of Seller's documentation in favor of Buyer, Seller expressly warrants to Buyer that all Work (a) will conform to all specifications, drawings, designs, quality control plans, and any other descriptions made available to Buyer by Seller; (b) will be free from defects in design, material and workmanship; (c) shall be merchantable; (d) shall be fit for the intended purpose; (e) will comply with all applicable laws and regulations; (f) will not infringe any patent, patent application or any other intellectual property rights of any third party; (g) will be free and clear of any and all encumbrances of whatsoever kind and nature, and (h) shall consist of new materials, not used, or reconditioned, remanufactured, or be of such age as to impair its usefulness or safety. All warranties are transferrable to Buyer's ultimate end user/end customer.

12. SERVICES WARRANTY

(a) Without limiting any warranties that may otherwise be associated with Services that are part of the Work, including without limitation, implied warranties and warranties stated in any of Seller's documentation in favor of Buyer, Seller expressly warrants to Buyer that it shall perform the Work (a) in a professional and workmanlike manner in accordance with the highest industry standards; (b) in accordance with all specifications, drawings, designs, quality control plans, and any other descriptions made available to Buyer by Seller; (c) in compliance with all applicable laws and regulations; and (d) in such a manner as to not infringe upon any patent, patent application or other intellectual property rights of any third party. All warranties are transferrable to Buyer's ultimate end user/end customer.

13. INSURANCE

(a) Seller shall provide, pay for, and maintain in full force and effect the insurance outlined here for coverages at not less than the prescribed minimum limits of liability, covering Seller's activities, those of any and all subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Commercial General Liability	\$1,000,000 each occurrence; \$2,000,000 general aggregate with dedicated limits per project site \$2,000,000 products and completed operations aggregate
Automobile Liability	\$1,000,000 combined single limit each accident
Workers' Compensation	Statutory Limit
Employer's Liability	\$1,000,000 each occurrence bodily injury \$1,000,000 disease – each employee \$1,000,000 disease – policy limit
Umbrella/Excess Liability	\$3,000,000 combined single limit and annual aggregate

Contractor's	\$1,000,000 each occurrence; \$3,000,000
Pollution Liability	annual aggregate

(b) If Seller provides products for incorporation into, or services on, spacecraft or launch vehicles, Seller also shall provide, pay for, and maintain in full force and effect Aviation Liability including Premises, Products, Completed Operations and Contractual Liability in an amount of not less than \$25,000,000 per occurrence/annual aggregate for products/completed operations, covering Seller's activities, those of any and all subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

(c) Upon Buyer's request Seller will provide to Buyer a certificate of insurance naming Buyer as additional insured and certifying that at least the minimum coverages required here are in effect and specifying that the liability coverages are written on an occurrence form and that the coverages will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of insurance without 30 business days advance written notice to Buyer. All coverages required of Seller will be primary over any insurance or self-insurance program carried by Buyer and shall include a waiver of subrogation. Failure of Buyer to demand such certificate will not be construed as a waiver of Seller's obligation to maintain such insurance.

14. INDEMNIFICATION

Seller shall defend, indemnify, and hold Buyer, its Affiliates, and its and their directors, officers, employees, agents and representatives harmless from and against any and all claims, costs, damages, demands, expenses, losses, suits or proceedings, including legal fees, direct, incidental and third party damages arising out of or in connection with: (a) any claim that the Work or any part thereof, infringe any patent, copyright, trade-mark, industrial design, trade secret or other intellectual property right or any contractual right or obligation; (b) Seller's failure to comply with any provision of these Terms or any requirements under the PO; (c) Seller's negligence, willful misconduct, or breach of the terms of the Terms; (d) any violation by Seller (including its employees or subcontractors) of any laws, rules, ordinances or regulations applicable to the performance of the PO; (e) any claim by or on behalf of Seller's employees or subcontractors for salary, wages, benefits or other compensation, as well as any fines, penalties and interest for or by reason of or in any way arising out of Seller's failure to deduct, withhold, or contribute any amount in respect of withholdings, premiums, contributions or payments for which Seller is responsible in respect of its employees or subcontractors; and (f) any breach of Section 24 (Confidentiality) except to the extent any of such liability results from Buyer's sole negligence. Buyer shall not enter into any settlement agreement that contains any admission of liability on the part of Seller.

15. WORK PERFORMED ON BUYER'S PREMISES

If Seller's work under the PO involves operations by Seller on the premises of Buyer or Buyer's customer or access to Buyer's systems or its computers, then:

(a) Seller shall comply with all of Buyer's safety and security procedures and shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress

of such work. As permitted by applicable law, Buyer reserves the right to deny any of Seller's employees, agents or subcontractors access to its or its customer's premises and/or systems for any reason in Buyer's sole discretion.

(b) Seller represents and warrants that it will use reasonable endeavors to ensure that all of its employees who will perform work under the PO on Buyer's or its customer's premises are free from illegal drugs. If Seller has reason to suspect that any employee performing work under the PO on Buyer's or its customer's premises is using illegal drugs, Seller agrees to take immediate steps to remove such employee from Buyer's or its customer's premises and ensure that the employee does not continue to perform work under the PO. The term "illegal drugs" will be construed broadly, but it does not include the use of a controlled substance (determined by reference to U.S. Federal laws) pursuant to a valid prescription. The prescription medication must not prevent the employee from performing competent and safe work, however.

(c) As permitted by applicable law, Seller represents and warrants that it will conduct a criminal convictions records investigation of its employees through the use of an approved third-party background check vendor before they are assigned to work on any PO that requires that employee to enter Buyer's or its customer's premises.

(d) Seller shall include the substance of this Section 15 in any subcontract placed pursuant to the PO where a subcontractor of Seller will perform work on Buyer's or its customer's premises.

16. BUYER FURNISHED PROPERTY

Buyer may, by written notice, provide to Seller property owned by either Buyer or its customer ("**Furnished Property**"). Furnished Property shall be used only for performance under the PO. Title to Furnished Property shall remain with Buyer or its customer as applicable. Seller shall clearly mark (if not so marked) all Furnished Property to show its ownership. Except for reasonable wear and tear, Seller shall be responsible for, and shall promptly notify Buyer of, any loss or damage to Furnished Property. Without additional charge, Seller shall manage, maintain, and preserve Furnished Property in accordance with applicable law, the requirements of the PO and good commercial practice. At Buyer's request, and/or upon completion of these Terms, Seller shall submit, in an acceptable form, inventory lists of Furnished Property and shall deliver or make such other disposition as may be directed by Buyer.

17. SUB-CONTRACTORS

(a) Seller shall not, in whole or in part, assign or subcontract the PO to any third party without Buyer's prior written approval.

(b) A PO may identify deliverables or portions thereof ("**Deliverable Materials**") as being deliverables under Buyer's higher tier contract or prime contract to the U.S. Government. Seller agrees to timely deliver all Deliverable Materials to Buyer and mark all Deliverable Materials containing Technical Data and computer software in strict accordance with FAR 52.227-14, DFARS 252.227-7015 or NFS 1852.227-14, or other special clauses, such as H-clauses, which apply to the PO (collectively referred to as "**Government Rights Clauses**"). Seller will not apply any markings or legends that are inconsistent with or otherwise prohibited by the

Government Rights Clauses or deemed by the U.S. Government to restrict the rights of the U.S. Government (“**Prohibited Markings**”). If Seller’s Deliverable Materials contain any legends that are not specifically authorized in the Government Rights Clauses, Buyer will formally accept Seller’s Deliverable Materials only after obtaining U.S. Government acceptance of such legends. Upon Buyer’s written request, Seller, at Seller’s sole expense, will, within 30 calendar days of receiving Buyer’s written request, remove or correct any Prohibited Markings from its Technical Data and computer software and will promptly resubmit the revised Technical Data and computer software to Buyer. If Seller does not remove or correct the Prohibited Markings and resubmit the revised Technical Data and computer software to Buyer within the allotted 30-day period, Buyer may remove or correct Seller’s Prohibited Markings on the copies of the Deliverable Materials for delivery to the U.S. Government under Buyer’s higher tier contract or prime contract.

18. ENVIRONMENTAL MATTERS

(a) Seller covenants that the Work (1) complies with all laws governing the management, handling, shipping, import, export, notification, registration or authorization of chemical substances such as the Montreal Protocol, the Stockholm Convention on Persistent Organic Pollutants, the US the Toxic Substances Control Act, the European Union’s Restrictions on Hazardous Substances and REACH legislation and other comparable chemical regulations (collectively, “**Chemicals Legislation**”); and (2) can be used as contemplated by Buyer in full compliance with the Chemicals Legislation. Upon request, Seller shall provide, subject to reasonable protection of Seller’s confidential business information, the chemical composition of the Work and any other relevant information regarding the Work, including without limitation, test data and safe use and hazard information.

(b) If Seller is located outside of the U.S. and is shipping Work into the U.S., regardless of which party is the importer of record, Seller agrees to comply with the import restrictions contained in Section 13 of the Toxic Substance Control Act (TSCA) 15 U.S.C. 2601 et seq., provide the appropriate TSCA Certification required under 19 CFR 12.121, and be responsible for any fines or liabilities resulting from breaches of this provision.

(c) **Seller shall include requirements substantially similar to the covenants in clauses (a) and (b) of this Section 18 in all sub-contracts it enters into related to the fulfillment of the PO.**

(d) When Seller ships Work to Buyer, Seller shall provide with the Work, in the language(s) of the location(s) where the goods are delivered to Buyer or Buyer’s designee: (i) safe use instructions; (ii) hazard communication, safe transport and labelling information; (iii) compliance and certification documentation; and (iv) for chemical substance and mixtures, safety data sheets (MSDS/SDS). For each such material, identification shall reference the stock or part number of the delivered Work.

19. SECURITY; C-TPAT

(a) Seller’s non-U.S. locations involved with the manufacture, warehousing, shipment, or delivery to U.S. agree to develop and implement security procedures (a “**Security Plan**”) consistent with appropriate C-TPAT, AEO, or similar program criteria, and provide, upon Buyer’s request, (i) a copy of the Security Plan; (ii) the

certification number if Seller is certified by a supply chain security program (e.g., CTPAT Status Verification Interface); and (iii) any changes to its certification status; and (v) the completion of a supply chain security questionnaire.

(b) Seller agrees to contact Buyer upon knowledge of any known or suspected security breach affecting the Work (contraband, smuggling, threatening or suspicious activities detected, tampered container, trailer, lock or seal including a seal broken during a customs inspection).

20. EXPORT COMPLIANCE

(a) Unless Buyer otherwise agrees in writing, Seller will be the importer/exporter of record of the Work and Seller will be responsible for obtaining all necessary import/export licenses, permits and other required authorizations. All delivered items (including technical data) shall at all times be subject to all applicable import and export regulations including, without limitation, the United States Department of State International Traffic in Arms Regulations (“**ITAR**”), the United States Department of Commerce Export Administration Regulations (“**EAR**”), and applicable U.S. Customs Regulations. Seller will not dispose of USA-origin items furnished by Buyer (including technical data) other than in and to the country of ultimate destination specified in the PO, government license(s), and authorization(s), except as law or regulation permit. Without limiting the foregoing, Seller shall apply for any applicable export authorizations required for the delivery of any Work or technical data under a PO.

(b) Seller shall strictly comply with all applicable export control laws and regulations, including without limitation ITAR and EAR and shall retain documentation evidencing such compliance. Seller shall allow Buyer access to such documentation, for the purposes of auditing Seller’s compliance with this clause (b).

(c) Seller shall immediately notify Buyer in writing if it or any parent, subsidiary or affiliate: (i) is or becomes listed on any Excluded or Denied Party List of an agency of the U.S. Government or on the consolidated list of asset freeze targets designated by the United Nations, European Union, or United Kingdom; or (ii) if it has had its export privileges denied, suspended, or revoked in whole or in part by any U.S. Government agency.

(d) In the event Seller breaches any of the provisions of this Section 20, Seller shall indemnify Buyer with respect to all losses, damages, claims, compensation, awards, expenses (including without limitation legal fees), fines and judgments incurred by Buyer as a result or as a consequence of such breach.

(e) Employees of Seller who perform Work under the PO shall be citizens of the U.S., its possessions or territories, lawful permanent residents as defined by 8 U.S.C. 1101(a)(20), or protected individuals as defined by 8 U.S.C. 1324b(a)(3). Seller shall provide certification of compliance upon Buyer request. Seller shall promptly notify Buyer of any changes to the certification. Failure to provide the certification, or notice of changes, may result in termination of the PO for default.

21. DUTY DRAWBACK

If Seller is an importer of record, upon request and where applicable, Seller will provide Buyer customs form 7543 entitled

“Certificate of Delivery” properly executed. Seller shall provide, at no cost to Buyer, any information and documentation requested by Buyer to support any application by Buyer for duty drawback with respect to any material imported by Seller to satisfy Buyer’s PO.

22. TERMINATION

(a) **Convenience.** Buyer shall have the right, at any time, upon written notice to Seller, to terminate all or any portion of the Work ordered under the PO. Upon receipt of notice to terminate, Seller shall discontinue all work under the PO in accordance with the conditions as stated in the notice. Buyer shall reimburse Seller for work performed and reasonable direct costs incurred up to the effective date of termination. No profit shall be allowed. Within 30 calendar days of the termination notice, Seller must submit a claim, with supporting documentation, for direct costs incurred. Failure to timely submit a claim will result in waiver of the claim.

(b) **Default.** Buyer may (a) by written notice of default to Seller, terminate the whole or any part of any PO in any one of the following circumstances: (i) if Seller fails to comply with any provision of these Terms; or (ii) if Seller fails to perform any of the other provisions of any PO, or fails to make progress so as to endanger performance of any PO in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 15 calendar days after receipt of Buyer’s notice or such longer period as Buyer may authorize in writing; and (b) upon such termination, procure, Work similar to those terminated, in which case Seller shall be liable for all cost of cover incurred by Buyer. In the event of partial termination, Seller shall continue performance of such PO to the extent not terminated. As an alternate remedy, and in lieu of termination for default, Buyer, at its sole discretion may elect to (1) extend the schedule; and/or (2) waive deficiencies in Seller’s performance, in which case an equitable reduction in the PO price shall be negotiated. The rights and remedies of Buyer provided in the PO shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity or under any Buyer PO. In the event Buyer wrongfully terminates the PO for default, in whole or in part, such termination becomes a termination for convenience under clause 22(a).

23. FORCE MAJEURE

Neither Buyer nor Seller shall be in default of the PO for any delay or failure to perform due to acts of government, court order, civil unrest, sabotage, adverse weather conditions, fire, force of nature, pandemic or epidemic, utility failure, or any other similar act or event beyond the party’s’ reasonable control and without the party’s’ fault or negligence. The party claiming relief herein shall give prompt notice to the other party, together with all necessary information with respect to the circumstances. Notwithstanding the above, Buyer may, by notice in writing, terminate any PO without liability if the actual delivery date will or is likely to extend beyond the scheduled delivery date by more than 30 calendar days.

24. CONFIDENTIALITY

Seller agrees to treat as strictly confidential all provisions of the PO and any information provided in connection with the PO including, without limitation, all drawings, specifications, schematics and formulae (“**Confidential Information**”). Confidential Information will not be disclosed to any person, corporation, or third party

(“recipient”) without the prior written consent of Buyer, except employees of Seller who have a need to know for the performance of Seller’s obligation hereunder. Consent shall not be withheld in the case of disclosure required for an investigation by a governmental authority or other mandatory legal process. Seller agrees not to use Confidential Information to independently develop, reverse engineer or produce a product which is similar to or imitates products which are the subject of the Confidential Information, or otherwise use the Confidential Information for its own benefit or the benefit of another.

25. INTELLECTUAL PROPERTY

(a) The following additional terms have the below meanings:

“**Foreground IP**” means all Intellectual Property that Seller or its Affiliates (solely or jointly with Buyer) conceives, reduces to practice, develops, owns, controls or otherwise acquires, in each case, in the performance of the PO.

“**Background IP**” means, with respect to a Party, Intellectual Property that such Party (a) conceived, developed, owns, controls or otherwise acquired as of the PO, or (b) conceives, develops, owns, controls or otherwise acquires after the PO date independently of the activities undertaken in connection with the performance of the PO and, in the case of Seller, independently of any Intellectual Property of Buyer or its Affiliates.

“**Intellectual Property**” means all intellectual property and intellectual property rights worldwide, existing under statute or at common law or equity, in force or recognized now or in the future, including: (1) copyrights, trade secrets, trademarks, service marks, patents, inventions, designs, logos, trade dress, mask works, publicity rights, and privacy rights; and (2) any application or right to apply for these rights, and all renewals, extensions, and restorations thereof.

(b) Except as specifically set forth in a separate writing signed by both Parties, Buyer and Seller shall retain ownership of their respective Background IP. Buyer shall retain ownership of any and all drawings, specifications, data or other embodiments of Buyer’s Intellectual Property furnished to Seller hereunder (collectively, “**Data**”) for the purpose of Seller’s performance under the PO.

(c) Buyer hereby grants Seller a limited, revocable, paid-up license to use the Data furnished to Seller hereunder for the sole purpose of Seller’s performance under the PO. This license is non-assignable, and this license is terminable with or without cause by Buyer at any time.

(d) Seller shall, as promptly as practicable after becoming aware that any Buyer Data is lost, destroyed, damaged, defective or deficient, notify Buyer of the event or condition in writing.

(e) Seller hereby grants to Buyer, and Buyer’s subcontractors and customers, in connection with the use, offer for sale, or sale of products provided to or work being performed for Buyer, an irrevocable, nonexclusive, paid-up worldwide license under any and all intellectual property (domestic or foreign), including any Intellectual Property owned or controlled by Seller at any time or licensed to Seller, provided such a sublicense does not breach the license to Seller.

26. CROSS WAIVERS OF LIABILITY REQUIRED BY COMMERCIAL SPACE LAUNCH ACT

(a) Seller agrees to the WAIVER OF CLAIMS AND ASSUMPTION OF RESPONSIBILITY FOR LICENSED ACTIVITIES, which can be found at 14 CFR Appendix B to Part 440 (the “**Cross Waiver**”) and is required to implement the provisions of §440.17(c) of the Commercial Space Transportation Licensing Regulations, 14 CFR Ch. III (the “**Regulations**”).

(b) The performance of the work under the PO applies to the Launch of a payload on a Launch Vehicle at the Launch Site (as each are defined in 14 CFR §401.5). For purposes of clauses 26(c) and (d), “Customer” means the party(ies) that enter into a direct contract with Buyer for the provision of services related to a Launch. All other defined terms used in clauses 26(c) and (d), but not otherwise defined in these Terms, shall have the meanings implied by 14 CFR §440.17.

(c) Seller waives and releases claims it may have against Buyer, Customer, the United States, any Part 440 Customer, and each of their respective Contractors and Subcontractors, for Property Damage it sustains and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault.

(d) Buyer covenants that, in connection with such Launch, Buyer shall enter into an Agreement for Waiver of Claims and Assumption of Responsibility for Licensed Activities (or similar agreement) pursuant to which (1) the Customer shall waive and release claims it may have against Buyer, the United States, any other customer, and each of their respective Contractors and Subcontractors (including Seller), for Property Damage it sustains and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault; and (ii) the United States shall waive and release claims it may have against Buyer, Customer, any Part 440 Customer, and each of their respective Contractors and Subcontractors (including Seller), for Property Damage it sustains, and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault, to the extent that claims it would otherwise have for such damage or injury exceed the amount of insurance or demonstration of financial responsibility required under §440.9(c) and (e), respectively, of the Regulations.

(e) Seller and Buyer shall each be responsible for such insurance as they deem necessary to protect their respective property. Any insurance carried in accordance with this clause 26(e), and any policy taken out in substitution or replacement for any such policy, shall provide that the insurers shall waive any rights of subrogation against Seller, Buyer, and the United States Government, as the case may be, and their contractors and subcontractors at every tier.

(f) Seller and Buyer agree to obtain a Cross Waiver from any party with which it enters into an agreement relating to the activities contemplated by this Section 26, including without limitation, all of its respective contractors, subcontractors and suppliers at every tier, and all persons and entities to whom it assigns all or any part of its rights or obligations under these Terms.

27. GOVERNING LAW, JURISDICTION and VENUE

These Terms shall be governed by and interpreted in accordance with the laws of the State of Texas without regard to any conflicts of law provisions or rules and the Parties agree that suit may be brought for breach or interpretation of these Terms or the PO exclusively in the State or Federal courts in Travis County, Texas, USA (including any courts of appeal therefrom). The Parties expressly agree that the United Nations Convention for the International Sale of Goods will not apply to these Terms and is hereby expressed waived. The prevailing Party in any legal action shall be entitled to reasonable attorney’s fees and court costs in addition to any other amounts awarded as damages. The rights and remedies of Buyer under these Terms are cumulative and in addition to any other rights or remedies provided by law or in equity.

28. USE OF FREE, LIBRE AND OPEN-SOURCE SOFTWARE (FLOSS)

(a) This Section 28 only applies to work that includes the delivery of software (including software residing on hardware).

(b) Seller shall disclose to Buyer in writing any FLOSS that will be used or delivered in connection with this Contract and shall obtain Buyer’s prior written consent before using or delivering such FLOSS in connection with the PO. Buyer may withhold such consent in its sole discretion.

(c) “**FLOSS License**” means the General Public License (GPL), Lesser/Library GPL, (LGPL), the Affero GPL (APL), the Apache license, the Berkeley Software Distribution (BSD) license, the MIT license, the Artistic License (e.g., PERL), the Mozilla Public License (MPL), or variations thereof, including without limitation licenses referred to as “Free Software License”, “Open Source License”, “Public License”, or “GPL Compatible License.”

(d) As used herein, “**FLOSS**” means software that incorporates or embeds software in, or uses software in connection with, as part of, bundled with, or alongside any (1) open source, publicly available, or “free” software, library or documentation, or (2) software that is licensed under a FLOSS License, or (3) software provided under a license that (x) subjects the delivered software to any FLOSS License, or (y) requires the delivered software to be licensed for the purpose of making derivative works or be redistributable at no charge, or (z) obligates Buyer to sell, loan, distribute, disclose or otherwise make available or accessible to any third party (I) the delivered software, or any portion thereof, in object code and/or source code formats, or (II) any products incorporating the delivered software, or any portion thereof, in object code and/or source code formats.

(e) Seller shall defend, indemnify, and hold harmless Buyer, its customers and suppliers from and against any claims, damages, losses, costs, and expenses, including reasonable attorney’s fees, relating to use in connection with these Terms or the delivery of FLOSS. No other provision in these Terms, including but not limited to the indemnification clause, shall be construed to limit the liabilities or remedies of the parties for the use of FLOSS in connection with these Terms or for the delivery of FLOSS.

29. CONFLICT MINERALS

(a) Seller will not supply Work that contain Conflict Minerals. “**Conflict Minerals**” is defined as tin, tantalum, tungsten and gold (the Conflict Minerals or 3TG) originating in the Democratic Republic of the Congo (DRC) and the adjoining countries of Angola, Burundi, the Central African Republic, the Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda and Zambia (the “**Covered Countries**”).

(b) If Seller has reason to believe its Work contains Conflict Minerals, Seller will immediately notify Buyer in writing providing a description of the Work containing or believed to contain Conflict Minerals, date of supply, lot codes, part or serial numbers or other identifying characteristics and all other relevant information necessary to identify when and where the Work was provided, type of mineral and the believed country of origin of the Conflict Mineral. In addition, Seller will have internal processes and procedures that determine if its products contain Conflict Minerals and if so, implement supply chain due diligence processes to identify sources of these minerals and support efforts to eradicate the use of Conflict Minerals which directly or indirectly finance or benefit armed groups in the Covered Countries.

30. COMPLIANCE WITH LAWS

(a) **Compliance.** Seller represents, warrants, and covenants that it shall supply and/or perform all Work in compliance with all applicable federal, provincial, international, national, state and local laws, including, but not limited to, those related to anti-bribery, labor, the environment, and health and safety. Seller represents and agrees that it has not participated in and shall not participate in any conduct in connection with the PO that violates Buyer’s Code of Business Conduct (available at www.fireflyspace.com). In the event Seller has an equivalent code of conduct and ethical policies, the word “Buyer’s” in the preceding sentence shall be replaced with “Seller’s.” Seller shall immediately notify Buyer if Seller determines that it is in violation of Buyer’s Code of Business Conduct and other ethics policies or Seller’s code of conduct and ethical policies. Seller shall not offer or give a kickback or gratuity (in the form of entertainment, gifts or otherwise) for the purpose of obtaining or rewarding favorable treatment as a supplier to Buyer. If Buyer determines Seller has breached this clause, Buyer may terminate these Terms upon written notice to Seller and Buyer shall have no further obligation to Seller. **Seller shall include this provision in any subcontract placed pursuant to the PO.**

(b) **Slavery / Human Trafficking.** Seller warrants that it has adequate controls in place to ensure the prevention of slavery, human trafficking, and child or forced labor. Seller covenants that, in the performance of the PO, it will comply with all applicable laws and regulations relating to the prevention of slavery, human trafficking, child labor, forced labor and the unethical treatment of people. Buyer reserves the right to audit Seller’s compliance with this clause (b). **Seller shall include this provision in any subcontract placed pursuant to the PO.**

(c) **No Discrimination.** Seller shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and

prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that Seller take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status. **Seller shall include this provision in any subcontract placed pursuant to the PO.**

(d) **Preference for US Materials.** Seller and its subcontractors shall abide by the requirements of 41 U.S.C. §§ 8301-8305 to ensure materials or alloys incorporated into the Work are primarily sourced from the United States. Any material products or alloys incorporated into the Work that are not primarily sourced from the United States or a Designated Country (as set forth in 48 C.F.R. § 25.003) shall require the prior written approval of Buyer. **Seller shall include this provision in any subcontract placed pursuant to the PO.**

(e) **Priority Rating.** If the PO contains a DPAS rating, these Terms is a “rated order” certified for national defense, emergency preparedness, and energy program use, and Seller shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700).

(f) **Excluded Parties.** Seller represents and warrants that it is not suspended, debarred, or proposed for debarment or otherwise included in the System for Award Management (“**SAM**”) Exclusions. Seller agrees to notify Buyer immediately upon learning that it or any of its affiliates or subcontractors has been proposed for suspension, debarment, or any other exclusion record in SAM.

(g) **Information Technology Security.** Seller shall apply reasonable and appropriate safeguards to protect information provided by Buyer to Seller against accidental and unlawful destruction, alteration, or unauthorized or improper disclosure or access regardless of whether such information is on Seller’s internal systems or a cloud environment. Seller shall: (i) protect the confidentiality, integrity and availability of (A) Buyer Confidential Information, and (B) Federal Contract Information (“**FCI**”) covered by FAR 52.204-21 and/or Controlled Unclassified Information (“**CUI**”) or Controlled Defense Information (“**CDI**”) covered by DFARS 252.204-7012, when information marked as such is flowed to Seller in connection with the PO, (ii) protect against any anticipated threats or hazards to such information, (iii) protect against any unauthorized access to or use of such information, and (iv) comply with all applicable federal and state legal and regulatory requirements for data protection.

(h) **Notice of Security Breach.** If Seller becomes aware of any compromise of information used in the performance of the PO or provided by Buyer to Seller (an “**Incident**”), Seller shall take appropriate immediate actions to investigate and contain the Incident and any associated risks, including notification within seventy-two (72) hours to Buyer after learning of the Incident. “**Compromise**” as used in this clause means that information has been exposed to unauthorized access, inadvertent disclosure, known misuse, loss, destruction, or alteration. At Seller’s expense, Seller shall: (i) immediately investigate any Incident; (ii) make all reasonable efforts to secure sensitive information and mitigate the impact of the Incident; (iii) provide timely and relevant information

to Buyer about the Incident on an ongoing basis; and, (iv) cooperate as applicable with Buyer to provide notice to affected third parties. Failure to report a cyber security breach in accordance with DFARS 252.204-7012 or provide notice to Buyer will be considered a material breach of the PO. Seller will bear all costs and expenses incurred by Buyer related to the Incident and compliance with law, including without limitation, costs of notifications to affected individuals or government agencies, costs of reasonable mitigation for affected individuals, and any payments to governmental authorities that are a result of the Incident.

(i) **Labeling of Ozone Depleting Substances.** Seller shall comply with 40 CFR Part 82.100-124, Protection of Stratospheric Ozone; Labeling in the performance of the PO. For affected items, Buyer prefers that adhesive labels not be affixed to the container or product itself, but that a warning statement, with the information required by the regulation, be provided as part of the shipping documents accompanying delivery of the item. Such warning statement satisfies the requirements of Section 611 of the 1990 Clean Air Act Amendments, 40 CFR Part 82.

31. MISCELLANEOUS

(a) **English Language.** Except as the parties may otherwise agree in writing, the PO, data, notices, shipping invoices, correspondence and other writings shall be written in the English language. In the event of any inconsistency between these Terms or the PO and any translation thereof into another language, the English language meaning shall control.

(b) **Releases and Publicity.** No public release of information by or on behalf of Seller regarding the PO shall be made without the prior written approval of Buyer.

(c) **Independent Contractor.** Seller is an independent contractor of Buyer, and Seller shall not be deemed to be an employee, partner, or agent of Buyer for any purpose. Seller is not granted any right or authority to assume or to create any obligation or responsibility, whether express or implied, on behalf of or in the name of Buyer or to in any way bind Buyer. Seller shall not hold itself out as having any authority to bind Buyer.

(d) **Telecommunications Equipment.** Seller warrants it and its subcontractors will abide by the requirements of FAR 52.204-24 - Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. Without limiting the generality of the foregoing, Seller represents that it will not provide covered telecommunications equipment or services, defined by FAR 52.204-25, to Buyer in the performance of a PO.

(e) **Waivers and Notices.** Any notice required by these Terms or the PO or waivers to these Terms or the PO must be in writing and duly signed by the authorized representatives of both Parties. No waiver of any breach will extend to any subsequent breach. All notices shall be sent by registered prepaid post, by fax, or delivered personally to the representatives of the Parties.

(f) **Severability and Interpretation.** Each provision of these Terms or the PO is severable from the other. If any such provision is declared by a court of competent jurisdiction to be unenforceable, the validity of the remainder of these Terms or the PO shall not be affected. Headings are for the purpose of convenience only and

shall not be used in the interpretation of these Terms or the PO. The use of the singular includes the plural and vice versa and the use of any one gender includes all genders.

(g) **Assignment.** The PO (together with these Terms) may not be assigned or transferred by Seller to any person, firm, or corporation without the prior written consent of Buyer, which consent may be withheld by Buyer. Seller shall promptly notify Buyer in writing of any organizational changes made by Seller, including name change or ownership changes, mergers or acquisitions. A Change in Control shall be deemed to be an “assignment” or “transfer,” which is prohibited without the prior written consent of Buyer. “Change in Control” shall mean any of the following: (1) the sale or exchange of equity shares controlling 20% or more of the voting rights in Seller or Seller’s parent, (2) the sale, lease, transfer or other disposition of substantially all of the assets of Seller or Seller’s parent or a sale by Seller of the assets relating to the product Seller produces or will produce for Buyer, or (3) any merger, reorganization, consolidation, recapitalization, business combination, or similar transaction of Seller or Seller’s parent.

(h) **Entire Agreement.** These Terms and the PO and any appendices or attachments thereto constitute the entire agreement between the Parties with regard to the subject matter herein and supersede all other contracts, agreements or understandings of the matters herein.

(i) **Waiver.** Failure by either Party to enforce any provision of this PO or law shall not operate as a waiver of the right of a party thereafter to enforce such provision or law.

(j) **Survivability.** These Terms shall survive the expiration, completion or termination of the PO.

(k) **Government Contracts.** For POs placed by Buyer in support of and/or relating to a U.S. Government contract or subcontract, any Federal Acquisition Regulations (FAR), Department of Defense FAR Supplement (DFARS), or NASA FAR Supplement (NFS) (collectively, “FAR Clauses”) required to be included in the PO by applicable law, a prime contract, or a higher-tier subcontract are incorporated by reference in “Attachment 1” as if set forth herein. If Buyer’s prime contract or higher-tier subcontract is modified subsequent to the date Buyer issues the PO so as to modify or add any clause or requirement, Seller agrees to enter into a modification of the PO to insert such clause or requirements. If any such additional clause or requirement causes an increase or decrease in the cost of, or the time required, for the performance of any part of the work under the PO, an equitable adjustment shall be made in the PO price or delivery schedule or both pursuant to Section 6, Changes. References to the terms “Government” and “Contractor” contained in the FAR Clauses shall be deemed revised to mean Buyer and Seller, respectively. Seller agrees to flow down all applicable FAR Clauses to its subcontractors and suppliers.

ATTACHMENT 1 – FAR CLAUSES

The FAR, DFARS and NASA FAR clauses (“**FAR Clauses**”) referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to these Terms. The Contracts Disputes Act shall have no application to this Contract, and nothing in this Contract grants Seller a direct claim or cause of action against the U.S. Government.

AMENDMENTS REQUIRED BY PRIME CONTRACT

Seller agrees that upon the request of Buyer it will negotiate in good faith with Buyer relative to amendments to these Terms to incorporate additional provisions herein or to change provisions hereof, as Buyer may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" clause of this Contract.

PRESERVATION OF THE GOVERNMENT'S RIGHTS

If Buyer furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information (Furnished Items) which the U. S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that Buyer, acting on its own behalf, may modify or limit any rights the Government may have to authorize Seller's use of such Furnished Items in support of other U. S. Government prime contracts.

FAR CLAUSES

Regulation	Number	Title	Date
FAR	52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	FEB 2006
FAR	52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
FAR	52.227-14	Rights in Data - General, Alternate II (DEC 2007)	MAY 2014
FAR	52.227-11	Patent Rights – Ownership By the Contractor	MAY 2014
FAR	52.226-6	Promoting Excess Food Donation to Nonprofit Organizations	MAY 2014
FAR	52.225-26	Contractors Performing Private Security Functions Outside the United States	OCT 2016
FAR	52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
FAR	52.224-3	Privacy Training, Alt I	JAN 2017
FAR	52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	JUN 2020
FAR	52.222-62	Paid Sick Leave Under Executive PO 13706	JAN 2022
FAR	52.222-55	Minimum Wages Under Executive PO 14026	JAN 2022
FAR	52.222-54	Employment Eligibility Verification	OCT 2015
FAR	52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements	MAY 2014
FAR	52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements	MAY 2014
FAR	52.222-50	Combat Trafficking in Persons	OCT 2020
FAR	52.222-41	Service Contract Labor Standards	AUG 2018
FAR	52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
FAR	52.222-37	Employment Reports on Veterans	JUN 2020
FAR	52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
FAR	52.222-35	Equal Opportunity for Veterans	JUN 2020
FAR	52.222-26	Equal Opportunity	SEP 2016
FAR	52.222-21	Prohibition of Segregated Facilities	APR 2015
FAR	52.222-17	Nondisplacement of Qualified Workers	MAY 2014
FAR	52.219-8	Utilization of Small Business Concerns	OCT 2018
FAR	52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
FAR	52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	AUG 2019

ATTACHMENT 1 – FAR CLAUSES

FAR	52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	JUL 2018
FAR	52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
FAR	52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	OCT 2016
FAR	52.203-6	Restrictions on Subcontractor Sales to the Government, ALT I	JUN 2020
FAR	52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
FAR	52.203-13	Contractor Code of Business Ethics and Conduct	JUN 2020
FAR	52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
DFARS	252.246-7003	Notification of Potential Safety Issues	Jun 2013
DFARS	252.244-7000	Subcontracts for Commercial Items	JUN 2013
DFARS	252.232-40	Providing Accelerated Payment to Small Business Subcontractors	DEC 2013
DFARS	252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles	DEC 1991
DFARS	252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
DFARS	252.227-7015	Technical Data--Commercial Items	FEB 2014
DFARS	252.225-7048	Export-Controlled Items	JUN 2013
DFARS	252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials - Basic	SEP 2014
DFARS	252.223-7002	Safety Precautions for Ammunition and Explosives	MAY 1994
DFARS	252.211-7003	Item Unique Identification and Valuation	MAR 2016
DFARS	252.204-7015	Notice of Authorized Disclosure of Information to Litigation Support	MAY 2016
DFARS	252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
NFS	1852.245-74	Identification And Marking of Government Equipment	JAN 2011
NFS	1852.237-73	Release of Sensitive Information	JUN 2005
NFS	1852.228-78	Cross-Waiver of Liability for Science or Space Exploration Activities Unrelated to the International Space Station	OCT 2012
NFS	1852.227-11	Patent Rights - Ownership by The Contractor	APR 2015
NFS	1852.225-70	Export Licenses	FEB 2000
NFS	1852.223-70	Safety and Health Measures and Mishap Reporting	DEC 2015
NFS	1852.203-71	Requirement to Inform Employees of Whistleblower Rights	AUG 2014

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