

# SEAKR Engineering, LLC

## GENERAL TERMS AND CONDITIONS

### Part 1 - GENERAL PROVISIONS

1. Acceptance of Order
2. Assignment
3. Company and Employee Status
4. Compliance With Laws
5. Counterfeit Parts
6. Disputes
7. Excess Quantities
8. Export Control
9. Independent Contractor
10. Inspection and Acceptance
11. Insurance
12. Intellectual Property
13. Intellectual Property Indemnity
14. Language
15. Limitation of Liability
16. New Material
17. Order of Precedence
18. Packing and Shipping
19. Payments
20. Price and Delivery
21. Product Changes
22. Proprietary Information
23. Publicity
24. Quality Control System
25. Record Retention
26. Responsibility for Claims / Indemnity
27. Right of Access
28. SEAKR Furnished Property
29. Stop Work
30. Subcontracting
31. Survivability
32. Termination
33. U.S. Government Contract
34. Waiver and Severability
35. Warranty
36. Conflict Minerals
37. Security for SEAKR Information
38. Prohibited Telecommunication Equipment & Services
39. Seller Code of Conduct
40. Force Majeure
41. Remedies

### Part 2 - T&M, CONTRACT LABOR, AND SERVICES PROVISIONS

### Part 3 – CERTIFICATIONS, REPRESENTATIONS, AND FAR FLOWDOWN PROVISIONS (Applies only to Orders issued under a U.S. Government contract/subcontract, as indicated on the face of the Order)

---

**DEFINITIONS:** As used in herein, the following terms shall have the meaning set forth as follows. The term "SEAKR" means SEAKR Engineering, LLC. The term "Order" means the contract, subcontract, or purchase order, if any, between SEAKR and SELLER, which incorporates these terms. The term "Product" means the goods, material, data, parts, computer software, items, reports, components, articles, assemblies, any related services, or other items ordered by this Order. The term "Services" means SELLER's time and effort, including any supplies, materials, articles, data, items, parts, components or assemblies incidental to the performance of the Services. The term "Work" means any Product or Services provided by the SELLER under this Order.

### Part 1 - GENERAL PROVISIONS

#### 1. Acceptance of Order

This Order integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the parties.

SELLER's acknowledgment, acceptance of payment, or commencement of performance, shall constitute SELLER's unqualified acceptance of this Order.. SEAKR recognizes that SELLER may desire to utilize its own form of acknowledgment of this Order. All material and non-material provisions in SELLER's form of acceptance which modify, conflict with, contradict, or are in addition to any provision in this Purchase are rejected by SEAKR and shall be deemed to be waived by SELLER, unless expressly agreed to in writing by SEAKR.

#### 2. Assignment

SELLER shall not assign this Order, duties, or any rights under this Order without the prior written consent of SEAKR, such consent shall not be unreasonably withheld, and no purported assignment by SELLER shall be binding on SEAKR without written notice.

#### 3. Company and Employee Status

3.1. Both parties represent that any individual assigned to this Order is legally authorized to work in the U.S. A party may be required to obtain information concerning citizenship or immigrant status of the other party's personnel or subcontractor personnel entering the premises of the party. The entering party agrees to furnish this information before commencement of work and at any time thereafter before substituting or adding new personnel to work on the other party's premises. Information submitted by the party shall be certified by an authorized representative of the party as being true and correct. Proper identification of personnel may include, but not be limited to verification of citizenship, lawful permanent resident status, protected individual or other status.

3.2. All personnel assigned by SELLER to perform the Services to be furnished in the Order shall be capable, skilled, qualified and competent to perform such Services.

3.3. SEAKR may, at its sole discretion, have SELLER remove any specified employee of SELLER from SEAKR's premises and request such employee not be reassigned under this Order.

3.4. SELLER will promptly notify SEAKR and provide a report of any accidents or security incidents involving loss or misuse or damage to SEAKR's intellectual or physical assets.

3.5. SELLER shall ensure SELLER's personnel are aware of their contribution to product or service conformity; their contribution to product safety; and the importance of ethical behavior.

3.6. In consideration of the commitment made by SEAKR in this Order, SELLER shall not, either alone or in association with others solicit, entice or encourage any organization directly or indirectly controlled by SELLER to solicit any employee of SEAKR to leave the employ of SEAKR for a period of three (3) years from the termination or expiration of the Order.

#### **4. Compliance With Laws**

4.1. SELLER warrants that it shall comply with all national, federal, state, provincial, and local laws, ordinances, rules, and regulations applicable to the performance of the Order, except to the extent inconsistent with U.S. anti-boycott laws, including (i) the manufacture or provisioning of Goods and the supply of Services, (ii) the shipping of Goods, and (iii) the configuration or content of Goods and/or Services for the use intended by SEAKR (collectively, "Laws"). SELLER agrees to cooperate with and support SEAKR's and SEAKR's Customers' efforts to comply with all Laws, and utilize the tools and systems provided by SEAKR to ensure such compliance.

4.2. SELLER shall, at the earliest practicable time, notify SEAKR in writing if SELLER is subject to any federal, state, or foreign government criminal proceeding alleging fraud or corrupt practices, once initiated by the filing of a formal charging document in a court of law; and further notify SEAKR of any subsequent felony convictions or deferred prosecution agreement(s) related to the foregoing.

4.3. SELLER agrees to comply with SEAKR's environmental, health and safety standards, requirements, and restrictions during SELLER's performance hereunder and when at SEAKR's jobsites, including, without limitation, adhering to SEAKR's safety instructions, notifying SEAKR prior to the commencement of work, and providing SEAKR with any test reports or results related to Goods and/or Services, as applicable.

4.4. SELLER shall comply with Data Privacy Laws and shall be responsible for providing any notice required by law to the data subjects whose personal data it provides to SEAKR.

4.5. SELLER shall provide to SEAKR, upon SEAKR's reasonable request, the identity of its SELLERS and/or the location of manufacture of the Goods or any subcomponents of the Goods, or provision of Services, as applicable, to confirm compliance with legal and regulatory requirements, the Agreement and/or Order.

4.6. SELLER has not offered or given and shall not offer or give anything of value (in the form of entertainment, gifts, gratuities, or otherwise) to SEAKR's employees or representatives for the purpose of obtaining any Order or favorable treatment under any Order. Any breach of this warranty shall be a material breach of each and every contract between SEAKR and SELLER.

4.7. SELLER represents and warrants that it has not made, nor will it make, or offer to make any political contributions, or pay, or offer to pay any fees or commissions in connection with any Order.

4.8. If SELLER engages directly or indirectly in representing, lobbying, marketing, or advocating on behalf of SEAKR in connection with U.S. or foreign (non-U.S.) Government contract or procurement activities, SELLER shall conduct affirmative screening of SELLER Personnel proposed for engagement in such activities to ensure that any such activities will not result in a violation of U.S. or foreign (non-U.S.) post-government employment (e.g., "Revolving Door") laws and regulations.

4.9. SELLER shall ensure that SELLER Personnel assigned to perform SEAKR work avoid conflicts of interest ("COIs") and any actual or potential COIs are properly identified and mitigated by SELLER.

#### **5. Counterfeit Parts**

For the purposes of this provision, "Counterfeit Parts" means Products that are or contain items misrepresented as having been designed and/or produced under an approved system or other acceptable method. SELLER hereby warrants that all hardware furnished is authentic. If suspect or Counterfeit Parts are furnished under this Order and are found in any of the Product delivered hereunder, such items may be impounded by SEAKR. SELLER shall immediately notify SEAKR with the pertinent facts if SELLER becomes aware or suspects that it has furnished Counterfeit Parts. SELLER shall promptly replace such suspect or Counterfeit Parts with parts acceptable to SEAKR and SELLER shall be liable for all costs relating to the removal and replacement of said parts, including without limitation SEAKR's and its customer's external and internal costs of removing Counterfeit Parts, of reinserting replacement parts and of any testing necessitated by the reinstallation of SELLER's Product after Counterfeit Parts have been exchanged. SELLER shall be fully liable for all such costs, even if such cost might be considered indirect, special or consequential damages. SELLER's liability for suspect or Counterfeit Parts shall not expire until five (5) years after delivery. At SEAKR's request, SELLER shall return any removed Counterfeit Parts to SEAKR.

## 6. Disputes

In the event that the parties cannot settle any claim or controversy arising out of this Order themselves, the parties agree to attempt in good faith to resolve such claim or controversy by mediation. Any dispute that is not settled by agreement of the parties or by such mediation within thirty (30) days after commencement of the mediation may be settled by appropriate legal proceedings. Pending any decision, appeal or judgment in such proceeding or other settlement of any dispute arising under this Order, SELLER shall proceed diligently with the performance of this Order as directed by SEAKR. The Order shall be interpreted in accordance with the plain English meaning of its terms and the construction thereof shall be governed by the laws in force in the State of Colorado, USA without regard to conflicts of law principles, except that the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980, as amended to date, will not apply. The parties agree that all actions and proceedings arising out of or relating directly or indirectly to this Order obligations shall be resolved solely and exclusively in the state courts located in Colorado, and that such courts are convenient forums. Each party hereby submits to the personal jurisdiction of such courts for purposes of any such actions or proceedings.

## 7. Excess Quantities

Should SEAKR choose to return any excess Product delivered against this Order, SELLER shall be liable for and prepay handling charges and return shipment costs for any excess quantities.

## 8. Export Control

8.1. Compliance with GTC Laws. Supplier hereby certifies that, in connection with the performance of the Agreement and/or Order, it will comply with all applicable GTC Laws. Supplier agrees that no hardware, software, Technical Data, and/or services (collectively referred to as "items") controlled under any U.S. or other applicable non-U.S. export and import laws and regulations and provided by Buyer in connection with the Order shall be provided to any person or entity, including non-U.S. person employees, subsidiaries, or affiliates, unless the transfer is expressly permitted by a U.S. or non-U.S. Government license or other authorization, or is otherwise in accordance with applicable laws and regulations.

8.2. Denied Party Screening. Supplier shall not engage any Supplier Personnel who is ineligible to perform hereunder because of any embargo, sanction, debarment, or designation as a Specially Designated National or a denied party, as maintained by the U.S. government or any applicable non-U.S. government or union of states (e.g., European Union). Supplier shall perform denied party screenings on Supplier Personnel and promptly notify Buyer in writing if any such Supplier Personnel has been identified as ineligible because of the reasons listed above.

8.3. Export Licensing. If any Order requires either Party to obtain government-approved export authorization to facilitate activities and obligations set forth under such Order, the Parties shall mutually exercise reasonable efforts to support the preparation and management of the authorization in full compliance with applicable GTC Laws. Each Party, as applicable, shall be individually responsible for obtaining required documentation or other information from any third party required by such Party to perform its obligations under an Order. Upon request, and when permissible under applicable laws and regulations, the Parties shall exchange copies, redacted as appropriate, of all government export authorizations related to the Technical Data, Goods or Services, and all provisions, conditions, limitations, or information relating to the authorization. Each Party shall ensure all required authorizations remain valid for the duration of the Order. Each Party, as applicable, shall be individually responsible for compliance with all government export authorizations, including without limitation ensuring that all export-related documentation is properly completed and timely filed.

8.4. Export and Import Classification; Registration. Where known, or where Supplier is the design authority for the Technical Data, Goods or Services that are subject to the Agreement and/or Order, Supplier shall provide Buyer with (i) the applicable Harmonized Tariff Schedule Number; (ii) the applicable U.S. export jurisdiction and classification; and (iii) any analogous classification under any other applicable law. Supplier shall timely notify Buyer in writing of any changes to the export or import classification on the Technical Data, Goods or Services subject to the Order. If, under any Order, Supplier will engage in any manufacturing or exporting of items on the U.S. Munitions List or engage in the provision of defense services (as defined in 22 C.F.R. § 120.9), Supplier shall maintain registration with the Directorate of Defense Trade Controls ("DDTC") as may be required by Part 122 of the ITAR. Upon request, Supplier shall provide Buyer annually with its DDTC registration expiration date.

8.5. GTC Law Compliance – Subcontracting. If Buyer authorizes Supplier to engage in subcontracting for procurements related to the Order, Supplier shall incorporate into its subcontracts the provisions of this Section requiring compliance with U.S. and other applicable non-U.S. export and import control laws and regulations.

8.6. Certifications. If the Order forms the whole or a part of a sale by Buyer of defense articles or defense services being sold in support of a Foreign Military Sale or commercially to or for the use of the armed forces of a foreign country or international organization, Supplier shall upon acceptance of the Order, or within 10 days of being requested by Buyer to do so, with respect to all Orders received by the Supplier's legal entity to date in relation to the Buyer Customer Contract or Solicitation Number related to the Order, provide information, in the format specified by Buyer, in furtherance of the requirements stipulated in Part 130 of the ITAR, 22 CFR §§130.9 and 130.10.

8.7. Brokering. Supplier acknowledges that it shall not engage in "brokering activity" as that term is defined in 22 C.F.R. § 129.2 in conjunction with activity authorized pursuant to the Order.

8.8. Technical Data Transfer. Supplier shall not export, re-export, transfer, disclose, or otherwise provide physical or electronic access to Technical Data to any person not authorized to receive Technical Data under existing GTC Laws and/or government export authorization (including unauthorized third party information technology service providers), or modify or divert such Technical Data to

Unrestricted Content

any military application or other end-use prohibited by applicable GTC Laws. Supplier shall develop and implement information technology security procedures which ensure that Technical Data is accessible only by authorized persons.

8.9. Destruction of Technical Data, Controlled Goods & Controlled Buyer Items. Upon completion of performance under an Order, and expiration of recordkeeping obligations under the Agreement and/or Order, Supplier and subcontractors shall destroy or return to Buyer all Technical Data, all controlled Goods, and controlled Buyer Items, as instructed by Buyer. Destruction of the foregoing items in physical and electronic form must render such items useless beyond repair, rehabilitation, restoration, and recognition of unique characteristics or identifiers, Supplier must provide a written certification of the method of destruction and its completion to Buyer.

8.10. Technology Control Plan. When the terms of the Agreement and/or Order require access to or possession of Technical Data controlled under the ITAR or at an Anti-Terrorism level or higher under the EAR, or the equivalent level of controls under applicable and governing non-U.S. GTC Laws, Supplier shall create and follow a Technology Control Plan ("TCP") that, at a minimum, incorporates the following elements: (i) facility security; (ii) global trade compliance training program; (iii) information technology security; (iv) record keeping requirements; (v) denied party screening as defined above in this Section; and (vi) personnel oversight (including oversight of Supplier Personnel who are non-U.S. persons and/or dual/third country nationals, and visitor management). Supplier shall make a signed copy of the TCP available to Buyer within 30 days of request.

8.11. Country of Origin.

8.11.1. "Country of Origin" shall mean the country where a Good is wholly obtained or produced entirely, or, when two or more countries are involved in the production of a Good, the country where the last substantial transformation was carried out. The Supplier shall identify the Country of Origin of all Goods on the commercial invoice or pro forma invoice accompanying the shipment, and in any other format as Buyer may direct, including but not limited to, Supplier proposals and Supplier certifications in electronic, and/or scan-readable format. Where the Supplier is not the manufacturer of the Good, it shall obtain the Country of Origin from the manufacturer of such Good.

8.11.2. Country of Origin Marking. Supplier shall mark all Goods with the name of the Country of Origin in accordance with the local laws of the destination country. Where the Good is exempt from the Country of Origin marking requirements of the destination country or no such markings are otherwise required, Supplier shall mark the container of such Good with the name of the Country of Origin of the Good.

8.11.3. Preferential Treatment. Upon Buyer's request, Supplier shall provide, or assist in obtaining from its subcontractors, certificates of origin, declarations, and/or affidavits necessary to support Buyer's claims for duty-free or preferential duty treatment under international agreements, multi-lateral or bilateral free trade agreements, or other preferential tariff programs (e.g., Agreement on Trade in Civil Aircraft, Free Trade Agreements, Goods Returned, Generalized System of Preferences, etc.) ("Preferential Treatment"). Supplier shall maintain all records and make available to Buyer all documentation for duty free or preferential duty treatment for 5 years after the date on which the aforementioned documentation was provided to Buyer as support for Buyer's Preferential Treatment claim.

8.12. Importer Security Filing. For all ocean shipments of Goods to Buyer, destined or passing through a U.S. port, Supplier shall provide Buyer or Buyer's designated agent with accurate "Data Elements" for the U.S. Importer Security Filing regulation (the "ISF Rule") to ensure Buyer or Buyer's designated agent has sufficient opportunity to comply with its filing obligations. Supplier further agrees to comply with or assist Buyer or Buyer's designated agent to comply with other manifest regulations based on the jurisdiction of the shipping destination.

8.13. Duty Drawback. Supplier agrees to assign to Buyer any and all of Supplier's U.S. Customs duty drawback rights and duty drawback rights obtained from subcontractors related to the Goods furnished hereunder in order for Buyer to seek duty drawback. Supplier agrees to inform Buyer of the existence of such duty drawback rights of which Supplier becomes aware. Supplier agrees to furnish upon request documents, records, and other supporting information that Buyer reasonably requires, including, but not limited to, proof of importation, duties paid and other documentation, including a signed U.S. Customs Form 7552 (Certificates of Manufacture and Delivery). Supplier further agrees to provide such assistance to Buyer as requested in connection with the recovery of said import duties.

8.14. Supply Chain Security Programs. Supplier and any of its subcontractors who either ship Goods directly or package Goods for shipment shall participate in or comply with all requirements of SAFE Framework security programs of the destination country (e.g., CTPAT, Authorized Economic Operator, or similar programs). Supplier must also make all shipments under the Order with transportation companies that are certified and validated through CTPAT or the trade security program in the country of shipment.

8.15. Customs Documentation. Supplier shall provide complete and accurate customs documentation, including without limitation, documentation required for customs clearance, Harmonized Tariff Schedule classification, valuation, origin, applicable export authorization, preferential treatment, duty drawback, and other terms, as required.

8.16. Customs Clearance.

8.16.1. If the Order is issued in the United States for goods shipped directly to the United States from the country where Supplier is located, Buyer may serve as importer of record.

8.16.2. Unless the Order specifies otherwise, Supplier agrees in all other cases to serve as importer of record and to be responsible for Customs clearance and for payment of any and all duties, taxes, and fees for goods entering into the United States or other relevant

## Unrestricted Content

country. If Supplier acts as importer of record, the price may include, if separately stated on Supplier's invoice, duties, taxes, and fees resulting from that importation, unless Buyer has furnished a valid exemption certificate or other evidence of exemption, which the applicable government agency has granted. For any Order that includes customs clearance services, such services shall be quoted and charged at a fixed sum and performed by Supplier as the importer of record in accordance with Program Specific Terms incorporated into the Order. In no event shall an Order that includes customs clearance services allow or provide for contingent or success fees.

8.17. Anti-Dumping/Countervailing Duties. Supplier shall inform Buyer of any applicable anti-dumping or countervailing duty, investigation, and/or orders, and shall provide Buyer any documentation necessary to establish, where applicable, that imported Goods are outside the scope of the Orders.

8.18. Required Notices. Supplier shall promptly notify Buyer if Supplier becomes aware of any failure by Supplier or its subcontractors to comply with this Section and shall cooperate fully with Buyer in any investigation of such failure to comply. Supplier shall also promptly notify Buyer of any name change, change in DDTC registration status, address change, or change in ownership or control of Supplier. If the change in ownership or control of Supplier involves a country designated under ITAR Section 126.1 or EAR Part 740, Supp. No. 1, Country Group D:5, E:1, or E:2, Supplier shall notify Buyer at least 60 days prior to the change.

## 9. Independent Contractor: Only applicable to contract labor or consultant agreements.

9.1. SELLER is an independent contractor in all its operations and activities identified in this Order. Neither party shall be deemed an agent of the other. The employees used by the SELLER to perform the work and services under this Order shall be the SELLER's employees exclusively without any relation whatsoever to SEAKR. SELLER shall be liable for any and all costs and expenses the SELLER incurs in the performance of any of its obligations under this Order.

9.2. SELLER shall maintain responsibility for means, methods, and safety in performing Services. SELLER shall be responsible for the payment of all applicable taxes and other governmentally imposed responsibilities including, but not limited to, payment of State, Federal and Social Security taxes, unemployment taxes, workers' compensation and self-employment taxes. No Federal, State or local taxes of any kind shall be withheld or paid by SEAKR. SELLER shall hold SEAKR harmless from any responsibility for taxes, damages and interest arising from the performance of the Order. In the event SELLER fails to make any such payments, SELLER indemnifies SEAKR for any claims, causes of action, or liabilities which may be made, advanced, or incurred against SEAKR as a result of such non-payment.

## 10. Inspection and Acceptance

Whether or not an inspection point is provided in the Order, all product and services shall be subject to inspection and testing by SEAKR or SEAKR's customer at all reasonable times, and places, including after arrival at destination and, when practicable, during manufacture. SELLER is responsible for providing appropriate test and inspection equipment in the event SEAKR requests an inspection audit. If any Product or Services are found to be defective in material or workmanship, or otherwise are not in conformity with this Order, SEAKR has the right to reject such product or services or require their correction. Verification by SEAKR or SEAKR's customer shall not absolve the supplier of the responsibility to provide acceptable Product/Services, nor shall it preclude subsequent rejection by SEAKR. SELLER shall bear all risks as to rejected Product/Services after notice of rejection, and SELLER shall pay all shipping costs on rejected Product.

## 11. Insurance

11.1. Without limiting SELLER's duty to hold harmless and indemnify hereunder, SELLER agrees to secure, maintain, and require its subcontractors to maintain, as a minimum the insurance noted in the Order or, if none are specified, the following minimum insurance coverages and limits:

11.1.1. Workers' Compensation Insurance, inclusive of an alternate employer endorsement, in an amount sufficient by virtue of the laws of the U.S., foreign country, state, or other governmental subdivision in which the work or any portion of the work is performed and Employer's Liability Insurance in the minimum amount of \$1,000,000 for any one occurrence; and

11.1.2. Commercial General Liability Insurance and Umbrella Liability Insurance, including Premises Liability and Contractual Liability, in which the limit of liability for property damage and bodily injuries, including accidental death, shall be at a minimum, a combined single limit of \$5,000,000 for any one occurrence.

11.2. In addition to the minimum insurance requirements set forth above, SELLER also agrees to secure, maintain, and require its subcontractors to maintain, the additional insurance coverages and limits relevant to SELLER's performance of the Order, as specified in Attachment A hereto (the "Additional Insurance Coverage Requirements").

11.3. All such insurance shall be issued by companies authorized or permitted to do business under the laws of the State or jurisdiction in which all or part of the Services are to be performed and must have an AM Best financial rating of A- or better or an equivalent rating as produced by another rating agency acceptable to SEAKR.

11.4. The insurance coverages described in these Terms and Conditions and in an Order, shall be in a form satisfactory to SEAKR, and shall contain a provision prohibiting cancellation or material change except upon at least 30 days' (7 days' in the case of War Risks Insurance) prior notice to SEAKR. All such insurance policies or self-insurance will be primary in the event of a loss arising out of SELLER's performance of work and shall provide that where there is more than one insured the policy will operate, except for the limits of liability, as if there were a separate policy covering each insured and shall operate without right of contribution from any other

## Unrestricted Content

insurance carried by SEAKR. Certificates evidencing such insurance and endorsements naming RTX and SEAKR as an additional insured under the Commercial General Liability and Umbrella Liability insurance or, in the case of All Risk Property Insurance, naming RTX and SEAKR as a loss payee, shall be filed with SEAKR upon execution of an Agreement or any Order and before commencement of any work hereunder, and within 30 days after any renewals or changes to such policies are issued. To the extent permitted by law, SELLER and its insurer(s) agree that subrogation rights against RTX and SEAKR are hereby waived under the Commercial General Liability, Umbrella Liability, Auto Liability and Workers Compensation insurance; such waiver shall be reflected on the insurance policies. SELLER shall, if requested by SEAKR, advise SEAKR of the amount of available policy limits and the amounts of any self-insured retention. The certificate of insurance shall identify the contract number or work to be performed and shall acknowledge that such coverage applies to liabilities incurred by SELLER, its employees, invitees or agents under an Agreement or any Order and that such insurance shall not be invalidated by any act or neglect of SELLER whether or not such act or neglect is a breach or violation of any warranty, declaration, or condition of the policies.

11.5. SEAKR's failure to monitor compliance or unsatisfactory compliance with the terms of these insurance requirements does not modify or waive SELLER's obligations hereunder.

11.6. Any self-insurance, self-retained layer, deductibles, and exclusions in coverage in the insurance policies described above or in the applicable Additional Insurance Coverage Requirements, will be assumed by, for the account of, and at the sole risk of SELLER. In no event will the SELLER's liability be limited to the extent of the minimum limits of insurance required herein.

## 12. Intellectual Property

Subparagraph (12.1) is NOT applicable for commercial off-the-shelf Products unless such off-the-shelf Products is modified or redesigned pursuant to the Order.

12.1. SELLER agrees that SEAKR shall be the owner of all inventions, technology, designs, works of authorship, mask works, technical information, computer software, business information, and other information (collectively "Intellectual Property"), conceived, developed, or otherwise generated in the performance of this Order by or on behalf of SELLER. SELLER hereby assigns and agrees to assign all right, title, and interest in the foregoing to SEAKR, including without limitation, all copyrights, patent rights and other intellectual property rights therein and further agrees to execute, at SEAKR's request and expense, all documentation necessary to perfect title therein to SEAKR.

12.2. For any Intellectual Property not disposed of by Subparagraph (a), SELLER grants to SEAKR a license In lieu of ownership, SELLER grants to SEAKR an irrevocable except for breach, nonexclusive, sublicensable, perpetual, paid-up, royalty-free, worldwide license (i) to use, reproduce, distribute, modify, and prepare derivative works of such SELLER -Owned IP and (ii) to use, offer for sale, sell, distribute products and services that incorporate or embody such SELLER -Owned IP, in each case solely as necessary for the purpose of exploiting SEAKR's rights in the Products or Services in connection with fulfilling SEAKR's obligations under its upper tier contract (including any related or follow on contract).

## 13. Intellectual Property Indemnification

13.1. SELLER warrants that the Work performed under and/or delivered against this Order shall not infringe or otherwise violate the intellectual property rights of any third party in the U.S. or any foreign country. SELLER agrees to defend, indemnify and hold harmless SEAKR and its customers from and against any claim, damages, losses, costs and expenses, including reasonable attorney's fees, arising out of any action by a third party that is based upon a claim that the Work performed under and/or delivered against this Order infringes or otherwise violates the intellectual property rights of any person or entity provided that SEAKR notifies SELLER at such time as it is apprised of the third-party claim, and agrees to give sole and complete authority, information and assistance (at SELLER's expense) for the defense and disposition of the claim. SELLER shall not be responsible for any compromise or settlement made without SELLER's consent.

13.2. SELLER shall have no obligation or liability with respect to: (i) Products provided pursuant to SEAKR's designs, drawings or manufacturing specifications; (ii) Products used other than for their ordinary purpose; (iii) claims of infringement resulting from combining any Product furnished hereunder with any article not furnished by SELLER; or (iv) any modification of the Product other than a modification by SELLER. that a claim is likely, SELLER may, at SEAKR's option, and at SELLER's expense, (i) procure for SEAKR the right to continue using the Product; (ii) replace or modify the Product so that it becomes non-infringing; or (iii) accept return of the Product or terminate SEAKR's license to use the infringing Product and grant SEAKR a full credit of the purchase price of such product(s).

## 14. Language

SELLER agrees that the authorized language for any and all documentation that is to be exchanged between the parties in the performance of this Order shall be the English language.

## 15. Limitation of Liability

15.1 EXCLUDING LIABILITY FOR DAMAGES RESULTING FROM ACTS OR OMISSIONS RESULTING IN PERSONAL INJURY, DEATH, PROPERTY DAMAGE, INTELLECTUAL PROPERTY INFRINGEMENT, BREACH OF CONFIDENTIALITY OBLIGATIONS SET FORTH IN THIS AGREEMENT, GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, FRAUD OR VIOLATION OF LAW OR REGULATION, OR FULL INDEMNITIES OR FULL REMEDIES PROVIDED ELSEWHERE IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT

LIMITED TO, LOSS OF REVENUE, LOSS OF PROFITS, OR LOSS OF BENEFICIAL USE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY TO ANY CLAIM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR BREACH OF WARRANTY).

15.2. EXCLUDING LIABILITY FOR DAMAGES RESULTING FROM ACTS OR OMISSIONS RESULTING IN PERSONAL INJURY, DEATH, PROPERTY DAMAGE, INTELLECTUAL PROPERTY INFRINGEMENT, BREACH OF CONFIDENTIALITY OBLIGATIONS SET FORTH IN THIS AGREEMENT, GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, FRAUD OR VIOLATION OF LAW OR REGULATION, OR FULL INDEMNITIES OR FULL REMEDIES PROVIDED ELSEWHERE IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY'S LIABILITY TO THE OTHER PARTY, EXCEED THE ACTUAL SALES PRICE PAID BY BUYER FOR ANY SUPPLIES OR SERVICES PROVIDED HEREUNDER.

15.3. THE PARTIES ACKNOWLEDGE THAT MONEY DAMAGES MAY NOT BE AN ADEQUATE REMEDY FOR ANY BREACH OF THIS AGREEMENT AND AGREE THAT, IN ADDITION TO OTHER LEGAL REMEDIES IT MAY HAVE, EITHER PARTY MAY OBTAIN INJUNCTIVE RELIEF IN ANY COURT OF COMPETENT JURISDICTION IN CONNECTION WITH ANY UNAUTHORIZED USE OR DISCLOSURE OF PROPRIETARY INFORMATION, AND MAY DO SO WITHOUT OBLIGATION TO POST A BOND IN CONNECTION THEREWITH.

## 16. Materials

The product to be delivered hereunder shall consist of new materials, not used, reconditioned, remanufactured, or of such age as to impair its useful life or safety. SELLER shall perform appropriate due diligence to identify the use of Conflict Minerals and report results upon request.

## 17. Order of Precedence

Any inconsistencies in this Order shall be resolved in accordance with the following descending order of precedence: (i) Face of the Order, Order Changes and applicable continuation sheets including any Special Provisions; (ii) these General Terms and Conditions; (iii) Statement of Work; and (iv) Specifications (including but not limited to Source Control Drawings (SCD)) and/or SEAKR drawing.

## 18. Packaging and Shipping

18.1. Unless otherwise specified, Product is to be packed in accordance with SELLER's best commercial practice.

18.2. A complete packing list shall be enclosed with all shipments, including the SEAKR Order number, item number, dates of shipment, and the names and addresses of consignor and consignee. If applicable, SELLER shall mark containers or packages with necessary lifting, loading and shipping information. Bills of lading shall include the Order number.

18.3. Unless otherwise specified in the Order, delivery shall be FOB Destination.

## 19. Payments

19.1. SELLER's invoices shall be submitted electronically to: [accounts.payable@seakr.com](mailto:accounts.payable@seakr.com) and shall include the Order number, manufacturer's part number, SEAKR part number (if available), and part description.

19.2. Unless otherwise provided, terms of payment shall be net forty-five (45) days from the latest of the following: (i) SEAKR's receipt of the SELLER's proper invoice; (ii) scheduled delivery date of the product or service; or (iii) actual delivery of the product or service.

19.3. SEAKR shall have a right to recoup or setoff, as the case may be, against payments due or at issue under this Order or any other Order between the parties.

19.4. Payment shall be deemed to have been made as of the date of mailing SEAKR's payment.

19.5. SELLER's invoice submittal to SEAKR certifies that all materials, services, labor, and equipment used in the performance of the Order have been paid per the terms of the applicable Order and are free of any liens as of the invoice date.

## 20. Price and Delivery

20.1. Unless otherwise stated in this Order, prices specified include all federal, state, and local taxes. SELLER warrants that the price of all product or services set forth herein does not exceed that price which is charged by SELLER to any other commercial customer purchasing similar services or product of like quantity, quality, and circumstance. Prices shall not include any taxes, burdens, or other charges for which SEAKR has furnished SEAKR's tax exemption information.

20.2. Time is of the essence. Deliveries are to be made according to the quantities, dates, and times specified in the Order. SELLER shall notify SEAKR upon learning of any actual or potential delay in meeting the delivery schedule. If, for any reason, SELLER does not comply with SEAKR's delivery schedule, SEAKR, may, at its option and without liability, approve a revised delivery schedule or cancel this Order. If SELLER's shipment is late, SELLER shall pay the cost difference between the specified shipping method and the actual expedited rate.

## **21. Changes**

21.1. Buyer's authorized procurement representative (which does not include Buyer's engineering and technical personnel) may unilaterally make changes within the general scope of the Order, including changes in whole or part to: (i) shipping, waste reduction or packing instructions, (ii) place of delivery, (iii) any designs, Specifications and drawings, (iv) the statement of work, (v) the method or manner of performance, (vi) Buyer Items, facilities, equipment, or materials, (vii) flowdown requirements from contracts between Buyer and Buyer's Customer, and/or (viii) quality requirements (collectively "Change(s)"). Supplier shall perform any Changes ordered by Buyer. Any Order terms that incorporate flexibility for variations or modifications shall not be considered Changes within the meaning of this Section.

21.2. Except as set forth herein, or as otherwise agreed, if any Change under this Section causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in price or delivery schedule or both ("Adjustment Claim"), and Buyer shall modify the Order accordingly. If the cost of property or material made obsolete or excess as a result of a Change is included in the Adjustment Claim, Buyer may direct the disposition of such property or material. For Supplier-initiated requests, Supplier must submit an Adjustment Claim in writing in the form of a complete change proposal, fully supported by factual information, to Buyer's procurement representative no later than 15 days after Supplier's receipt of the Change. Supplier acknowledges and agrees that changes in delivery/performance schedule are normal and anticipated in the course of the program. Supplier further agrees that the cost of such changes is included in the prices provided under the Order, and that any such change does not constitute a Change under this Section. Notwithstanding any pending Adjustment Claims, Supplier shall diligently proceed with the performance of the Order, inclusive of the Change, as directed by Buyer.

21.3. Notwithstanding the foregoing, if any Change is the result of a requirement by Buyer's Customer, Supplier is entitled to an equitable adjustment only to the extent that Buyer receives such an adjustment from Buyer's Customer.

## **22. Proprietary Information**

22.1. The parties agree to comply with the terms of any Non-Disclosure Agreement or Proprietary Information Agreement with SEAKR and to comply with all Proprietary Information marking and restrictive legends

22.2. SELLER agrees not to use any SEAKR provided information for any purpose except for the express performance of this Order.

## **23. Publicity**

Without SEAKR's written approval, SELLER shall not, and SELLER's subcontractors of any tier shall not, release any publicity, advertisement, news release or denial or confirmation of same, regarding this Order or program to which it pertains.

## **24. Quality Control System**

24.1. SELLER shall provide and maintain a quality control system to an industry-recognized Quality Standard and in compliance with any other specific quality requirements identified in this Order.

24.2. Records of all quality control inspection work by SELLER shall be kept complete and available to SEAKR and its customers.

24.3. SEAKR reserves the right to audit SELLER's quality control system. Once SELLER's system is approved by SEAKR, SELLER agrees to notify SEAKR in advance with regards to any changes in facility location, processes, or procedures that may affect the quality system.

## **25. Record Retention**

SELLER shall retain all records to this Order for seven (7) years from the date of final payment received by SELLER unless an alternative period is specified in the Order. Records related to this Order include, but are not limited to, quotation, purchasing, financial, specifications, manufacturing/production, inspection, test, quality, shipping, and export/certification records. SELLER records related to this Order shall be available to SEAKR and its customers.

## **26. Responsibility for Claims / Indemnity**

SELLER shall, at its own expense, defend, indemnify and hold harmless SEAKR from any claims or suits brought and liabilities and losses sustained by any third party for injury to persons or damage to property, arising in whole or in part out of the acts or omissions of SELLER, its subcontractors, agents, or employees in the performance of this Order. If SELLER fails to defend, hold harmless, and indemnify SEAKR as provided in this clause, then SELLER shall pay for any damages, attorney's fees, and any other fees, costs, and expenses that may be incurred by SEAKR in the defense of any action under this clause and/or in the prosecution of any action to enforce the provisions of this clause.

## **27. Right of Access**

SEAKR, its customer(s) and applicable regulatory authorities shall have the right to access all SELLER facilities involved in the Order and to all applicable records at no additional cost.

## **28. SEAKR Furnished Property**

28.1. SEAKR may provide to SELLER property owned by either SEAKR or its customer (Furnished Property). Furnished Property shall be used only for the performance of this Order.



28.2. Title to Furnished property shall remain in SEAKR or its customer. SELLER shall clearly mark (if not so marked) all Furnished Property to identify its ownership.

28.3. Except for reasonable wear and tear, SELLER shall be responsible for, and shall promptly notify SEAKR of any loss or damage. Without additional charge, SELLER shall manage, maintain, and preserve Furnished Property in accordance with good commercial practice.

28.4. At SEAKR's request, and/or upon completion of this Order, the SELLER shall submit, in an acceptable form, inventory lists of Furnished Property and shall deliver or make such other disposal as may be directed by SEAKR.

## **29. Stop Work**

29.1. SEAKR may direct the SELLER in writing to Stop Work for up to ninety (90) days, or for such longer period of time as the parties may agree and SELLER shall take all reasonable steps to minimize the incurrence of costs allocable to the Work during the period of Work stoppage.

29.2. Before the expiration of such period, SEAKR shall either terminate in accordance with the provisions of this Order or continue the Work by written notice to SELLER. In the event of a continuation, an equitable adjustment in accordance with the principles of the "Changes" clause may be made to the price, delivery schedule, or other provision(s) affected by the Work stoppage, if applicable, provided that any claim for equitable adjustment is made within twenty (20) days after the date of the continuation.

## **30. Subcontracting**

30.1. SELLER shall not subcontract services or product without the prior written authorization of SEAKR. This is not a restriction on purchases from authorized distributors, dealers, jobbers, or industrial suppliers.

30.2. To the extent that SELLER utilizes sub-tier suppliers in the performance of this Order, the SELLER shall flowdown all applicable requirements in the Order, including, but not limited to the obligations in this Commercial Terms and Conditions.

## **31. Survivability**

All rights, obligations, and duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of this Order, including but not limited to (i) Applicable Law; (ii) Company and Employee Status; (iii) Export Control; (iv) Independent Contractor Relationship; (v) Proprietary Information; (vi) Intellectual Property; (vii) Publicity; (viii) Limitation of Liability and (ix) Warranty, shall survive the expiration or termination of this Order.

## **32. Termination**

SEAKR shall have the right to cancel this Order or any part thereof at any time:

32.1. Without Cause – In case of cancellation by SEAKR of all or any part of this Order without cause, SELLER shall be entitled to its cost already incurred in the performance of the work canceled, plus a reasonable profit on such costs, which together may not exceed the Order price of the work canceled. Any cancellation claim must be submitted to SEAKR within thirty (30) days after the effective date of cancellation. The provision of this subparagraph shall not limit or affect the right of SEAKR to cancel this Order for breach of contract and shall not apply to a breach of contract.

32.2. With Cause - If SELLER fails to perform or ignores written notification that SEAKR considers the SELLER to be in default, SEAKR may, within thirty (30) days of providing that written notification, and in addition to any other right or remedy provided by this Order or by law, cancel all or part of the Order by written notice to SELLER without liability.

## **33. U.S. Government Contract**

If this Order is issued under a government contract or subcontract, as indicated in the Order, all necessary General Provisions of the Federal Acquisition Regulation (FAR), including the FAR clauses listed in 'Part 3 – CERTIFICATIONS, REPRESENTATIONS, AND FAR FLOWDOWN PROVISIONS', shall apply, as applicable.

## **34. Waiver & Severability**

If either party fails to enforce any provision of this Order, that provision and all others shall continue in full force and effect. If any provision of this Order is found to be illegal or otherwise unenforceable by any court of other judicial or administrative body, the other provisions of this Order shall not be affected, and shall remain in full force and effect.

## **35. Warranty**

35.1. SELLER warrants to SEAKR, SEAKR's successors, assigns, and SEAKR's Customers that all Goods provided under the Order shall be, upon acceptance thereof, and thereafter continue to be: (i) merchantable; (ii) fit for the purpose intended; (iii) new; (iv) free from defects in material and workmanship; (v) free from defects in design if the design is not provided by Buyer; (vi) manufactured in strict accordance and compliance with the Specifications; (vii) free from liens or encumbrances on title; and (viii) free of Harmful Code for a period of twelve (12) months (unless a longer period is included in the SELLER's proposal or standard terms) from the date of delivery. In the event any defects in material and/or workmanship are discovered, SEAKR shall promptly notify the SELLER in writing of such

#### Unrestricted Content

defects. The repair or replacement shall be at the discretion of SEAKR. All packaging and transportation (prepaid) cost to return the defective product and provide repaired or replacement products to SEAKR shall be the responsibility of the SELLER.

35.2. If SELLER fails or is unable to repair, replace, or correct non-conforming Goods or Services, SEAKR may, at SEAKR's option, make such repair, replacement, or correction and charge SELLER for the cost incurred thereby. Goods returned to SEAKR hereunder shall be shipped at SELLER's expense and risk of loss and shall be accompanied by a notice stating whether they are new replacements or repaired originals and shall continue to be covered under this Warranty. SELLER shall conduct intake, review, analysis, and any other activity required to evaluate whether the returned Goods are covered by the Warranty at no expense to SEAKR.

35.3. Notwithstanding any other provision, in addition to the foregoing, SELLER shall be liable for SEAKR's actual costs, expenses and damages related to or arising from Goods and/or Services not conforming to the Warranty or the Additional Service Warranty, as applicable, including but not limited to labor and other costs related to transportation, expediting, removal, disassembly, failure analysis, fault isolation, assembly, reinstallation, re-inspection, retrofit, replacement, and any and all other such corrective action costs incurred by SEAKR.

35.4. SELLER warrants to SEAKR that all documentation and certifications by SELLER or SELLER's subcontractors or business partners related to the Goods, Services and Order, as applicable, are current, complete, truthful, and accurate and have been signed or stamped, as applicable, by individuals authorized and qualified to sign or stamp such documentation and certifications.

35.5. SELLER represents and warrants that SELLER shall not provide, in the performance of the Order, any software, including without limitation source code, compiled code, embedded software, firmware, free software, open source software, freeware, general public license-governed software, or any electronic hardware, including without limitation free hardware designs, or open source hardware designs, in any form that is subject to any obligations or conditions that may provide a legal right to any third party to access such software, and/or electronic hardware, or that could otherwise impose any limitation or condition on SEAKR's use, reproduction, modification, distribution, publication, or conveyance of such software or electronic hardware.

#### **36. Conflict Minerals**

SELLER recognizes, consistent with the public policy underlying enactment of the Conflict Minerals provision (Section 1502) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"), the significant legal and non-legal risks associated with sourcing tin, tantalum, tungsten, and gold (the "Conflict Minerals") from the Democratic Republic of the Congo and adjoining countries ("DRC Countries"). Accordingly, SELLER commits to comply with Section 1502 of the Act and its implementing regulations; to the extent SELLER is not a "Registrant" as defined in the Act, SELLER shall comply with Section 1502 of the Act and its implementation regulations except for the filing requirements. In particular, SELLER commits to have in place a supply chain policy and processes to undertake (i) a reasonable inquiry into the country of origin of Conflict Minerals incorporated into Goods it provides SEAKR; (ii) due diligence of its supply chain, following a nationally or internationally recognized due diligence framework, as necessary, to determine if Conflict Minerals sourced from the DRC Countries directly or indirectly support unlawful conflict there; and (iii) risk assessment and mitigation actions necessary to implement the country of origin inquiry and due diligence procedures. Upon written request, SELLER will promptly provide SEAKR with commercially reasonable information regarding the foregoing requirements in order to support SEAKR's obligations under the Act.

#### **37. Security of SEAKR Information**

The following provisions are applicable whenever the SELLER will Process SEAKR Information. The obligations contained in this Section are in addition to and do not alter SELLER's obligations under applicable U.S. Government Procurement Regulations.

37.1. In addition to capitalized terms used herein but defined elsewhere in these Terms and Conditions, an Agreement, and/or Order, the following term shall have the following meaning:

"Security Incident" means (i) any circumstance that involves, or which a Party reasonably believes may involve the actual or potential (a) accidental or unauthorized access, use, disclosure, modification, storage, destruction, or loss of SEAKR Information in SELLER's or SELLER Personnel's possession, custody, or control; or (b) interference with system operation in an information system or in any medium or format, including paper (hard) copy documents, that subjects SEAKR Information to risk of unauthorized access, use, disclosure, modification, storage, destruction, or loss; (ii) any other similar incident as may be so defined by any Data Privacy Law and by any laws and regulations (national, federal, state, and provincial) relating to the protection of SEAKR Information; or (iii) any breach of SELLER's representations or covenants in these Terms and Conditions, an Agreement and/or an Order regarding safeguarding of SEAKR Information.

37.2. SELLER agrees to (i) develop, implement, maintain, monitor, and update a reasonable, written security program incorporating administrative, technical, organizational, and physical safeguards, security measures, and security awareness, and (ii) install and implement security hardware and software, in each case, designed to (a) protect the security, availability, and integrity of SELLER's network, systems and operations, the Goods and Services, and the SEAKR Information from unauthorized access and use; (b) guard against Security Incidents; and (c) demonstrate compliance to a generally accepted cybersecurity framework, such as ISO/IEC 27001 or NIST 800-53, to establish a resilient control environment or equivalent level of security protection appropriate for the information involved and the then current state of security solutions. As between the Parties, all SEAKR Information will at all times remain the sole property of SEAKR, and SELLER will not have or obtain any rights therein.

37.3. SELLER further agrees to:

37.3.1. Only allow authorized third parties to Process SEAKR Information in the performance of its obligations under an Agreement and/or Order or to comply with legal obligations. SELLER will not make any secondary or other use (e.g., for the purpose of data mining) of SEAKR Information except (i) as expressly authorized in writing by SEAKR in connection with SEAKR's purchase of Goods and/or Services hereunder, or (ii) as required by law.

37.3.2. Maintain and implement information security policies which address, at a minimum the domains or categories set forth in a generally accepted cybersecurity framework, such as ISO/IEC 27001 or NIST 800-53, and provide SEAKR, upon request, with a SOC 2 (or equivalent) report demonstrating that such domains are addressed in a manner consistent with this Section. Upon SEAKR's request, SELLER shall provide SEAKR with an updated index or summary of its policies.

37.3.3. Implement measures to restrict anyone other than its authorized employees and SEAKR and its agents from accessing the SEAKR Information, and use best efforts to segregate (physically or logically) all SEAKR Information into a separate database only accessible by SEAKR and its agents and those employees and agents of SELLER who require access in order to provide the Goods and/or Services or to maintain the equipment and the program on which it runs, unless otherwise agreed by SEAKR.

37.3.4. Unless otherwise specified by SEAKR in writing or in an Order (i) Process SEAKR Information (including, for clarity, for back-up purposes) only on servers located in the United States or other countries specified in the Order by SEAKR; and (ii) not transfer (and will not authorize SELLER Personnel to transfer) SEAKR Information to, or permit or enable Processing of SEAKR Information in, any country other than the United States or those specified in the Order by SEAKR.

37.3.5. Implement reasonable measures to ensure back-ups of information are conducted, maintained, and tested in accordance with a generally accepted cybersecurity framework, such as CIS CSC 10; ISO/IEC 27001:2013 (A.12.3.1, A.17.1.2, A.17.1.3, and A.18.1.3); or NIST SP 800-53 Rev 4. (CP-4, CP-6 and CP-9). SELLER's disaster recovery plan shall incorporate such requirements. All such back-up services are part of the Goods and/or Services and are subject to these Terms and Conditions, including the privacy compliance and data security requirements.

37.3.6. Use, and will cause SELLER Personnel to use, industry standard encryption methods or other secure technologies in connection with the Processing of SEAKR Information, as authorized or permitted under the Agreement and/or Order. Notwithstanding any provision to the contrary herein, unencrypted SEAKR Personal Information shall not be stored on any SELLER mobile computing devices (e.g., laptop computers, mobile phones, personal digital assistants, and the like). SELLER will align to a generally accepted cybersecurity framework, such as CIS CSC (13 and 14); ISO/IEC 27001:2013 (A.8.2.3, A.13.1.1, A.13.2.1, A.13.2.3, A.14.1.2, and A.14.3); or NIST SP 800-53 Rev. 4 (SC-8, SC-11 and SC-12), covering Data-at-rest and Data-in-transit protections.

37.3.7. Provide SEAKR, prior to any termination or expiration of the Agreement and/or Order, with a termination plan that addresses how SEAKR Information will be returned to SEAKR, or destroyed as SEAKR may direct, at the end of the Agreement and/or Order and how all SEAKR Information will be removed from SELLER's equipment and facilities; provided however, that SELLER may retain information stored in routine back-ups maintained in the ordinary course until such back-ups are overwritten. This plan should include supplying the data to SEAKR in an industry recognized format.

37.3.8. Provide information to and reasonably cooperate with SEAKR in response to any subpoena or investigation seeking SEAKR Information in the possession of SELLER. SELLER shall promptly notify SEAKR upon the receipt of any request requiring that SEAKR Information be supplied to a third party.

37.3.9. Not provide SEAKR Information to any third party without the prior written approval of SEAKR. A request for SEAKR approval shall include agreement by SELLER and such third party that all of the requirements of this provision are applicable to their performance.

37.3.10. Provide prompt written notice to SEAKR of a Security Incident, but no later than 72 hours after its discovery, by sending an email to "SELLER.cyber.incident@SEAKR.com". Except as may be required by applicable law, SELLER agrees that it will not inform any third party (excluding law enforcement) of any Security Incident without first obtaining SEAKR's prior written consent.

37.3.11. (i) Use commercially reasonable efforts to investigate, contain, and remediate the Security Incident; (ii) cooperate with SEAKR in the investigation, containment, and remediation; and (iii) preserve all information and evidence related to the Security Incident (including, without limitation, by suspending routine overwriting or deletion of data or log files). SELLER shall provide SEAKR with a report of the investigation that summarizes in reasonable detail the impact on SEAKR, its agents, and employees affected by such Security Incident and the corrective action and remediation efforts taken or proposed to be taken by SELLER.

**38. Prohibited Telecommunications Equipment and Services**

38.1. SELLER recognizes that SEAKR, SEAKR, and their respective Affiliates are subject to Section 889 of the National Defense Authorization Act for Fiscal Year 2019 ("Section 889"), which prohibits prime contractors to the U.S. government from using (regardless of end use) "covered telecommunications equipment or services", as such term is defined in Section 889 ("Prohibited Telecom").

38.2. SELLER represents that it shall not furnish to SEAKR any Goods or Services that use or contain Prohibited Telecom.

38.3. SELLER commits to (i) have in place processes to determine whether it furnishes, or has furnished, to SEAKR Goods, separately-identifiable items or components of Goods, or Services that use or contain Prohibited Telecom; (ii) notify SEAKR, within 1 business day of SELLER's identification, of the use or existence of Prohibited Telecom in the Goods and/or Services it furnishes, or has furnished, to SEAKR (a "Prohibited Telecom Use Notice"), which shall include the brand, model number, and item description of such Goods and/or Services; and (iii) within 10 business days of SELLER's submission of a Prohibited Telecom Use Notice, provide SEAKR with such further available information as SEAKR may request about such SELLER's use of Prohibited Telecom in the Goods and/or Services it furnishes, or has furnished, to SEAKR, and the efforts SELLER has taken, and will take, to prevent the use of Prohibited Telecom in the Goods and/or Services it furnishes to SEAKR.

38.4. SELLER shall require its subcontractors to satisfy the requirements of this Section.

#### **39. Seller Code of Conduct**

39.1. SELLER shall adopt and comply with a code of conduct or policy statement regarding business conduct, ethics and compliance that satisfies, at a minimum, the principles and expectations set forth in the Raytheon Technologies Corporation Supplier Code of Conduct available at the RTX Supplier Site ("Supplier Code of Conduct"). SELLER acknowledges and agrees that failure to satisfy the requirements of this Section shall constitute a material breach of the Order.

39.2. SELLER shall have management systems, tools and processes in place that (i) ensure compliance with applicable laws and regulations and the requirements set forth in the SELLER Code of Conduct; (ii) promote an awareness of and commitment to ethical business practices, including, without limitation, the expectations set forth in the SELLER Code of Conduct; (iii) facilitate the timely discovery, investigation (including cooperation with any SEAKR initiated investigation involving SELLER), disclosure (to SEAKR and others as appropriate), and implementation of corrective actions for violations of law, regulations, an Agreement, Order, or the expectations set forth in the SELLER Code of Conduct; and (iv) provide training to its employees on compliance requirements, including the expectations set forth in the SELLER Code of Conduct.

#### **40. Force Majeure**

40.1. SELLER shall be liable for any failure or delay in performance in connection with an Order, except where such failure or delay results from causes that are, at one and the same time, unforeseeable, unavoidable, outside of its control and without its fault or negligence, provided SELLER gives SEAKR, within 3 days of SELLER's learning of such cause, written notice to the effect that a failure or delay by SELLER will occur or has occurred (a "Force Majeure Event"). If a failure or delay in performance is caused by an event affecting any of SELLER's suppliers, such failure or delay shall not be excusable unless such event is a Force Majeure Event as defined above and the good or service to be provided by such SELLER is not obtainable by SELLER from other sources in time for timely delivery of the Goods to SEAKR. SEAKR may cancel any Order without liability to SELLER for its purchase of any Goods affected by SELLER's failure or delay in performance and, if the delay is expected to last for a period that could impact deliveries to SEAKR's Customers, SEAKR may cancel, without liability, any portion of or the entire Order.

40.2. SEAKR shall be excused for any failure or delay in performance due to any cause beyond its reasonable control, including an unforeseen reduction in demand or any cause attributable to SEAKR's Customers.

#### **41. Remedies**

SELLER shall be liable for any costs, expenses and damages incurred by SEAKR related to or arising from SELLER's acts or omissions under the Agreement and/or Order. Except as expressly provided herein, the rights and remedies set forth herein are cumulative and in addition to any other rights or remedies that the Parties may have at law or in equity.

### **Part 2 – T&M, CONTRACT LABOR, AND SERVICES PROVISIONS**

This part contains provisions that apply in addition to those in part 1 if the Order is a Time & Material (T&M) contract type, the Order is for contract labor, or the Order is for predominantly Services.

#### **42. Background Investigation**

42.1. If SELLER or its personnel will have access to SEAKR's systems or will be providing Services on SEAKR premises, prior to SELLER commencing performance under the Order, SELLER shall conduct a background investigation, consisting of a criminal convictions check and a citizenship verification, on SELLER personnel. If there are no findings then a SELLER will notify SEAKR that the background investigation was completed with no unfavorable or adverse findings. If there are investigation findings, any unfavorable/adverse information discovered in the background investigation will be reported to SEAKR's Human Resource Department.

42.2. SEAKR shall have the ultimate and sole determination as to whether the investigation report contains "unfavorable/adverse information" and whether SELLER's personnel or SELLER is eligible to work on SEAKR's premises.

**43. Insurance Waiver – Sole Member LLC**

If, at the time of the Order and throughout the entire performance thereof, SELLER is an individual doing business as an LLC, SEAKR waives the Insurance clause requirements to the extent that the SELLER solely performs the Services. In consideration of this waiver, SELLER waives any claims that would have been covered by Worker's Compensation and Employer's Liability insurance or other insurance.

**44. Liaison Responsibilities**

SEAKR shall be solely responsible for all liaison and coordination between SEAKR and its customer as it affects the agreement between SEAKR and the customer, as well as on all matters pertaining to this Order by and between SEAKR and the SELLER, any associated contractors, and any designated SEAKR subcontractors.

**45. Non-Solicitation – Business**

In consideration of the commitment made by SEAKR in this Order, SELLER shall not, either alone or in association with others solicit, entice or encourage any organization directly or indirectly controlled by SELLER, any customer, supplier, licensee or business relation of SEAKR to cease doing business with SEAKR, or in any way interfere with the relationship between any customer, supplier, licensee for a period of five (5) years.

**46. Seller's Employees**

46.1. SEAKR may, at its sole discretion, have SELLER remove any specified employee of SELLER from SEAKR's premises and request such employee not be reassigned under this Order.

46.2. SELLER shall promptly notify SEAKR and provide a report of any accidents or security incidents involving loss or misuse or damage to SEAKR's intellectual or physical assets.

46.3. SELLER and SELLER's personnel shall comply with all applicable local, state, and federal laws, orders, rules, regulations, and ordinances where the Order is performed. SELLER agrees to defend, hold harmless, and indemnify SEAKR from and against any noncompliance by SELLER with respect to laws, rules, regulations and orders as may be applicable.

46.4. SELLER shall ensure SELLER's personnel are aware of their contribution to product or service conformity, their contribution to product safety, and the importance of ethical behavior.

**47. Services Warranty**

SELLER warrants that the Services furnished to SEAKR under the Order will (i) conform in all material respects with the requirements of the Order; (ii) be performed using SELLER personnel that have the requisite knowledge, training, skills, experience, qualifications, and resources necessary to provide and perform the Services; (iii) be performed in accordance with the then prevailing applicable laws; and, (iv) be performed in a prompt, diligent, and professional manner consistent with industry standards and practices.

**48. T&M and Contract Labor Invoices**

48.1. In addition to the requirements listed in the Payments clause, SELLER shall also include a summary of work performed by each SELLER employee, labor hours charged by employee per assigned project, and total labor hours for the billing period for T&M or contract labor Orders, as applicable. Fractional parts of an hour shall be payable on a prorated basis. At SEAKR's discretion, SEAKR may directly reimburse the SELLER or the its employee for any out-of-pocket expenses that SEAKR may authorize.

48.2. The funds obligated on the face of the Order are contemplated to cover the period of performance. If at any time within the period of performance SELLER considers the allotted inadequate to cover the work to be performed through the end of the period of performance, the SELLER shall notify SEAKR in writing when the SELLER's anticipated total estimated incurred costs to be expended within the next thirty (30) days will exceed seventy five percent (75%) of the presently allotted funds. SELLER's notification shall state the estimated amount of additional funds required to continue performance through completion of the period of performance.

**49. Travel**

All travel shall be authorized in advance by SEAKR. If travel is authorized under the Order, SELLER's expenses may be reimbursable in accordance with the SEAKR travel policy then in effect at the time of the travel.

### Part 3 – CERTIFICATIONS, REPRESENTATIONS, AND FAR FLOWDOWN PROVISIONS

This part contains certifications and representations that are material statements of fact by the SELLER upon which SEAKR will rely upon in making awards to the SELLER. By submitting its written offer, or providing oral offers/quotations at the request of SEAKR, or accepting any Order, the SELLER certifies the certifications and representations as set forth below in this clause. These certifications shall be applicable whenever these terms and conditions are represented in any Order, agreement or other contractual document, or any quotations, request for quotation (oral or written), request for proposal solicitation (oral or written) issued by SEAKR. SELLER shall immediately notify SEAKR of any change of status with regard to these certifications and representations.

(1) FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. SELLER certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this Order. This certification and disclosure is a prerequisite for making or entering into this Order imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(2) FAR 52.209-5 Certification Regarding Responsibility Matters (i) SELLER certifies that, to the best of its knowledge and belief, that SELLER and or any of its Principals (as defined in FAR 52.209-5) are not presently debarred, suspended, proposed for debarment, or declared ineligible for award of contracts by any Federal Agency. (ii) SELLER shall provide immediate written notice to SEAKR if, at any time prior to award of any Order, it learns that its certification was erroneous when submitted, or has become erroneous by reason of changed circumstances.

(3) FAR 52.222.22 Previous Contracts and Compliance Reports. SELLER represents that if SELLER has participated in a previous contract or subcontract subject to the Equal Opportunity Clause (FAR 52.222-26), (i) SELLER has filed all required compliance reports and (ii) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(4) FAR 52.222-25 Affirmative Action Compliance. SELLER represents (i) that SELLER has developed and has on file at each establishment, Affirmative Action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (ii) that in the event such a program is required, and does not presently exist, the SELLER will develop and place into operation such a written Affirmative Action Compliance Program within 120 days from the award of this Order.

### INCORPORATION OF FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

If the Order is in support of a US Government program or contract, the 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 note following the clause citation, to this Order. If the date or substance of any of the clauses listed below is different than the date of substance of this clause actually incorporated in the applicable Prime Contract reference by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead.

#### Government Subcontract

This Order is entered into by the parties in support of a U.S. Government contract.

As used in the clauses referenced below and otherwise in this Order:

1. “Commercial item” means a commercial item as defined in FAR 2.101.
2. “Contract” means this contract, order, or purchase order.
3. “Prime Contract” means the contract between SEAKR and the U.S. Government or between SEAKR and its higher-tier contractor who has a contract with the U.S. Government.
4. “Subcontract” means any contract placed by the SELLER or lower-tier subcontractors under this contract.

#### Changes Required by Prime Contract

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

#### Preservation of Government Rights

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

The following FAR and DFARS Clauses are incorporated by reference.

FAR / DFARS Number	Title	Latest Update	Notes
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	NOV 2021	The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts including subcontracts for the acquisition of commercial products or commercial services.
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENTS	NOV 2021	The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR 2008	Applicable if a priority rating is indicated on the face of this Order.
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015	Applicable if FAR 52.222-26 has been determined to apply to this Order.
52.222-26	EQUAL OPPORTUNITY	SEP 2016	Applicable unless exempted from Executive Order 11246 requirements.
52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR 2015	
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN 1997	Applies if the Work involves hazardous material.
52.223-7	NOTICE OF RADIOACTIVE MATERIALS	JAN 1997	Applies to Work containing covered radioactive material. In the blank insert "30".
52.223-11	OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS	JUN 2016	Applicable if the Work was manufactured with or contains ozone depleting substances.
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011	
52.225-5	TRADE AGREEMENTS	AUG 2018	Applicable if the Work contains other than U.S. made or designated country end products as specified in the clause.
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008	
52.227-9	REFUND OF ROYALTIES	APR 1984	Applicable to Orders in which the amount of royalties reported during negotiation of the Order exceeds \$250.
52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE	DEC 2007	Applicable if existing computer software is to be delivered under this Order.
52.244-2	SUBCONTRACTS	JUN 2020	
52.245-1	GOVERNMENT PROPERTY	JAN 2017	Applicable if U.S. Government property is furnished to SELLER by SEAKR under the Order.
52.245-9	USE AND CHARGES	APR 2012	Applicable only if above clause 52.245-1 is applicable under the Order.
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS	FEB 2006	
252.246-7007	CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM	AUG 2016	Only paragraphs (a) through (e) of this clause are applicable. The introductory text is excluded.
252.246-7008	SOURCES OF ELECTRONIC PARTS	DEC 2017	Applicable if SELLER is not the original manufacturer.
252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING	DEC 2019	Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will

FAR / DFARS Number	Title	Latest Update	Notes
			involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer
252.204-7018	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES	JAN 2021	The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	MAR 2023	

The following FAR Clauses apply to all Orders where the value equals or exceeds \$3,500:

FAR Number	Title	Latest Update	Notes
52.219-28	POST AWARD SMALL BUSINESSES REREPRESENTATION	JUL 2013	Applicable when Contract will be performed in the U.S.
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT 2015	Applicable if the Order period of performance is 120 days or more.
52.225-1	BUY AMERICAN -SUPPLIES	MAY 2014	Applicable if the Work contains other than domestic components.

The following FAR Clause applies to all Orders where the value equals or exceeds \$10,000:

FAR Number	Title	Latest Update	Notes
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010	

The following FAR Clause applies to all Orders where the value equals or exceeds \$15,000:

FAR Number	Title	Latest Update	Notes
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014	

The following FAR Clause applies to all Orders where the value equals or exceeds \$30,000:

FAR Number	Title	Latest Update	Notes
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT 2018	Applicable if SEAKR is the Prime Contractor.

The following FAR Clause applies to all Orders where the value equals or exceeds \$35,000:

FAR Number	Title	Latest Update	Notes
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	OCT 2015	Not applicable if the Order is for commercial off the shelf items.



**The following FAR and DFARS Clauses apply to all Orders where the value equals or exceeds \$150,000:**

<b>FAR / DFARS Number</b>	<b>Title</b>	<b>Latest Update</b>	<b>Notes</b>
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010	
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014	
52.215-23	LIMITATIONS ON PASS – THROUGH CHARGES	OCT 2009	For civilian agency prime contracts, applicable to cost reimbursement Orders that exceed the simplified acquisition threshold; and for DoD prime contracts, applicable to Orders that require certified cost or pricing data.
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	OCT 2015	
52.222-37	EMPLOYMENT REPORTS ON VETERANS	FEB 2016	
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS	JUN 2016	

**The following FAR and DFARS Clauses apply to all Orders where the value exceeds \$5,500,000:**

<b>FAR / DFARS Number</b>	<b>Title</b>	<b>Latest Update</b>	<b>Notes</b>
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	OCT 2015	Applicable if the Order period of performance is 120 days or more.
252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	DEC 2012	Applicable when FAR 52.203-13 applies to the Order.

**NASA Acquisitions:**

When Goods or Services are for use in connection with a NASA Prime Contract or higher-tier subcontract, in addition to the Clauses in the Order and the Clauses above, the following NASA FAR Supplement Clauses, shall apply, as required by the terms of the Prime Contract or by operation of law or regulation, unless made inapplicable by a corresponding note in this Section.

**A. APPLICABLE TO ORDERS WITHOUT REGARD TO DOLLAR VALUE:**

<b>1852.203-71</b>	Requirement to Inform Employees of Whistleblower Rights
<b>1852.204-75</b>	Security Classification Requirements
<b>1852.204-76</b>	Security Requirements for Unclassified Information Technology Resources
<b>1852.208-81</b>	Restrictions on Printing and Duplicating
<b>1852.209-71</b>	Limitation of Future Contracting
<b>1852.211-70</b>	Packaging Handling and Transportation
<b>1852.215-78</b>	Make or Buy Program Requirements
<b>1852.215-79</b>	Price Adjustments for “Make-or-Buy” Changes
<b>1852.219-75</b>	Individual Subcontracting Reporting
<b>1852.223-71</b>	Authorization for Radio Frequency Use
<b>1852.223-72</b>	Safety and Health (Short Form)
<b>1852.223-73</b>	Safety and Health Plan
<b>1852.223-74</b>	Drug and Alcohol-Free Workforce
<b>1852.223-75</b>	Major Breach of Safety or Security
<b>1852.225-8</b>	Duty Free Entry of Space Articles
<b>1852.225-70</b>	Export Licenses
<b>1852.227-11</b>	Patent Rights - Ownership by the Contractor
<b>1852.227-14</b>	Rights in Data – General
<b>1852.227-17</b>	Rights in Data - Special Works
<b>1852.227-19</b>	Commercial Computer Software - Restricted Rights

Unrestricted Content

1852.227-70	New Technology
1852.227-71	Requests for Waiver of Rights to Inventions
1852.227-72	Designation of New Technology Representative and Patent Representative
1852.227-84	Patent Rights Clauses
1852.227-85	Invention Reporting and Rights - Foreign
1852.227-86	Commercial Computer Software – Licensing
1852.228-75	Minimum Insurance Coverage
1852.228-76	Cross-Waiver of Liability for Space Station Services
1852.228-78	Cross-Waiver of Liability for NASA Expendable Launch Vehicle (ELV) Launches
1852.231-71	Determination of Compensation Reasonableness
1852.232-82	Submission of Requests for Progress Payments
1852.234-1	Notice of Earned Value Management System
1852.234-2	Earned Value Management System
1852.235-70	Center for Aerospace Information
1852.237-71	Pension Portability
1852.242-71	Travel Outside the U.S.
1852.242-73	NASA Contractor Financial Management Reporting
1852.243-71	Shared Savings
1852.243-72	Equitable Adjustments
1852.244-70	Geographic Participation in the Aerospace
1852.245-70	Contractor Requests for Government-Owned Equipment
1852.245-71	Installation-Accountable Government Property
1852.245-72	Liability for Government Property Furnished for Repair or Other Services
1852.245-73	Financial Reporting of NASA Property in the Custody of Contractors
1852.245-74	Identification and Marking of Government Equipment
1852.245-75	Property Management Changes
1852.245-76	List of Government Furnished Property
1852.245-77	List of Installation-Accountable Property and Services
1852.245-79	Records and Disposition Reports for Government Property with Potential Historic or Significant Real Value
1852.245-80	Government Property Management Information
1852.246-73	Human Space Flight Item
1852.247-71	Protection of the Florida Manatee

**B. ORDERS OVER THE MICRO-PURCHASE THRESHOLD (AS DEFINED IN FAR 2.101 IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT) ALSO INCLUDE:**

52.223-99	“Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation PCD 21-03B)” (Applicable only to Orders under NASA contracts performed in whole or in part within the United States or its outlying areas awarded on or after October 1, 2021.) (Effective December 9, 2021, NASA will take no action to enforce the Deviation where the place of performance is in a U.S. state or outlying area subject to a court order prohibiting its application.)
-----------	--

**C. ORDERS OVER THE SIMPLIFIED ACQUISITION THRESHOLD (AS DEFINED AT FAR 2.101 IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT) ALSO INCLUDE:**

52.223-99	“Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation PCD 21-03B)” (Applicable only to Orders under NASA contracts performed in whole or in part within the United States or its outlying areas modified on or after October 1, 2021.) (Effective December 9, 2021, NASA will take no action to enforce the Deviation where the place of performance is in a U.S. state or outlying area subject to a court order prohibiting its application.)
-----------	---

**ATTACHMENT A**

**Additional Insurance Coverage Requirements**

In addition to the insurance requirements set forth in the Section of these Terms and Conditions entitled "Insurance", Seller shall secure, maintain and require its subcontractors to maintain, the following additional insurance coverages and limits relevant to Seller's performance of the Order:

**General Liability Coverage and Limits:**

If Seller is providing asbestos abatement/removal, armed security services, demolition work, fire/sprinkler installation, general construction, excavation work, plumbing work (new installation, re-work, building wide systems) electrical work (new installation, rework, building wide systems), Seller must maintain Commercial General Liability insurance in the minimum amount of \$10,000,000.

**Automobile Liability Coverage and Limits:**

If Seller is operating motor vehicles in performance of the Order, Seller must maintain the following coverage and limits:

Private Passenger Vehicles: \$1,000,000 per accident covering all owned, non-owned, and hired vehicles.

Commercial<sup>i</sup> Vehicles: \$5,000,000 per accident covering all owned, non-owned, and hired vehicles.

**Professional Liability Coverage and Limits:**

If Seller is providing any computer software (other than standard, off the shelf, non-customized software), computer coding or algorithms, or information technology services and/or non-commercial communications products and services or technology products and services, Seller must maintain Technology Errors & Omissions Liability Insurance in the minimum amount of \$10,000,000.

If Seller will process or store RTX Information, including SEAKR Personal Information, in its possession through an arrangement to externally host data, or Seller is responsible for managing or having access to SEAKR's network, Seller must maintain Network Security and Privacy Liability Insurance, as part of a Professional Liability (E&O) Insurance policy or as stand-alone "Cyber Coverage", in the minimum amount of \$10,000,000.

If the Seller is providing architect and engineering services, including, but not limited, to designs and/or structural calculations, the Seller must maintain Architects & Engineers Professional Liability Insurance in the minimum amount of \$5,000,000.

If the Seller is providing consulting services, media services and/or other professional services, Seller must maintain Professional Liability (Errors and Omissions) Insurance in the minimum amount of \$1,000,000.

For a claims-made-policy, the retroactive coverage date shall be no later than the effective date of the Agreement and coverage shall be maintained for a period of 3 years after expiration or termination of the Agreement and any Order.

**Aviation Liability, Completed Operations Liability Coverage and Limits:**

If Seller will use an aircraft in performance of any Order, Seller must maintain Hull All Risks Insurance in an amount not less than fair market value of the aircraft, including Hull War and Allied Perils.

For manned aircraft used for test flight purposes when (i) Seller will pilot the aircraft, (ii) the test flight path will be over unpopulated areas and (iii) there will be no SEAKR personnel onboard, Seller must maintain Aviation Liability, including war risk liability (AVN52) with a minimum limit of \$5,000,000 per occurrence.

For manned aircraft used for test flight purposes when Seller is chartering or leasing an aircraft (piloted by Seller) (i) with 10 seats (or its equivalent if seats are removed) or less, or a test flight with SEAKR personnel on-board, Seller must maintain Aviation Liability, including war risk liability (AVN52) with a minimum limit of \$50,000,000 per occurrence; (ii) with 11-15 seats (or its equivalent if seats are removed) on the aircraft, Seller must maintain Aviation Liability, including war risk liability (AVN52) with a minimum limit of \$100,000,000 per occurrence; or (iii) with 16 or more seats (or its equivalent if seats are removed) on the aircraft, or any wide body, or specialty jet aircraft, Seller must maintain Aviation Liability, including war risk liability (AVN52) with a minimum limit of \$200,000,000 per occurrence. Such coverage must be world-wide and not have a per passenger sublimit when passengers are onboard.

If the Seller will use a Drone / UAV / UAS in performance of any Order, Seller must maintain Aviation Liability with a minimum limit of \$2,000,000 if 55 lbs. or less; or \$5,000,000 if over 55 lbs.

Such insurance coverage shall remain in effect for 2 years after the expiration or termination of the Agreement and any Order.

**Hangarkeepers Legal Liability Insurance Coverage and Limits:**

If Seller will have a SEAKR aircraft (or an aircraft for which SEAKR is responsible) stored, maintained, repaired, and/or refueled on Seller's premises/hangar; and/or Seller will have care, custody and control of the aircraft for any reason, Seller must maintain Hangarkeepers Legal Liability Insurance in the minimum amount of \$50,000,000 per aircraft/per occurrence.<sup>ii</sup>

Such insurance shall remain in effect for 2 years after the expiration or the termination of the Agreement and any Order.

**Aircraft Products Liability Coverage and Limits:**

In performance of any Order, if Seller will be (i) providing original or spare component parts for any aviation product, including, but not limited to, commercial or military jet engines, or missiles; (ii) providing service to an aircraft (e.g., helicopters, missiles, spacecraft, satellites, launch vehicles); or (iii) supplying products for an aircraft, including ground support or control equipment, spare parts for aircraft, or repair services for aircraft, the Seller must maintain Aircraft Products Liability and Completed Operations Insurance in the minimum amount of \$50,000,000 per occurrence for: (A) product, component parts, and materials which are classified as Flight Safety Parts, or its equivalent, or having Critical Characteristics, or its equivalent, in accordance with the current revision of ASQR and/or any documents referenced therein and are critical to the successful take-off, landing, or flight of an aircraft; and (B) the propulsion, telemetry or guidance of a missile, or satellite, or detection used in a radar.

Such insurance coverage shall remain in effect for 2 years after the expiration or termination of the Agreement and any Order.

**All Risk Property Insurance / Builder's Risk Coverage and Limits:**

If Seller will have custody and control (via a bailment agreement or similar agreement) over any SEAKR or SEAKR's Customer owned equipment or materials, for which it has risk of loss, Seller must maintain All Risk Property Insurance, including extended coverage for flood and earthquake, for all equipment and materials in Seller's custody and control used in performance of the Order against loss or damage resulting from any insurable causes. The policy must include business interruption and terrorism coverage, with replacement cost value at 100%. In the case of third party storage facilities or warehouses, the limit of insurance shall be in the minimum amount of \$5,000,000. Notwithstanding the foregoing, minimum All Risk Property Insurance limits for third party logistics services shall be set forth in the applicable Order.

If the Order requires Seller to insure the property while the buildings or structures are being constructed, Seller must maintain All Risk Builder's Risk Property Insurance, upon the entire project, including work and materials, for the full replacement cost at the time of loss. This insurance shall include as "named insureds," the owner of the property and SEAKR, and as "additional insureds," the engineer and Sellers at any tier. The policy shall provide All Risk coverage to insure against direct risk of physical loss or damage including, but not limited to: terrorism; flood or other water damage; earthquake or other earth movement; property in transit; off-site temporary storage; damage resulting from defective design, faulty workmanship, or materials; or delay in start-up (soft cost), business interruption; boiler and machinery; delay in opening; and testing (both hot & cold).

**Crane and Riggers Legal Liability or Installation Floater Coverage and Limits:**

If, in performance of the Order, Seller is operating a crane, or using rigging materials or equipment to lift, move and set in place property of SEAKR, Seller must maintain Crane / Riggers Liability Insurance (via an inland marine policy or by attaching a riggers liability endorsement to the Commercial General Liability policy that modifies or deletes the "care, custody or control" exclusion) for 100% replacement cost value of the asset / equipment being lifted at any one time in the minimum amount of \$1,000,000.

If, in performance of the Order, Seller will be installing, fabricating, or erecting project materials for SEAKR, an Installation Floater is required (via an inland marine or property insurance policy) for 100% replacement cost value of the property (materials, supplies, machinery, fixtures and equipment) during the transport and until the installation work is completed and is accepted by SEAKR.

Note: The Installation Floater may be used to satisfy the Crane / Riggers Liability Insurance requirement should such Installation Floater be broad enough to cover both rigging and installation risks.

**Marine Transit Insurance:**

If, in performance of the Order, Seller will be shipping product and risk of loss passes to SEAKR upon receipt of Goods at SEAKR's facility or third party drop shipment point, Seller must maintain adequate insurance pursuant to any Supply Chain/Logistics Corporate Wide Agreement in the minimum amount of \$250,000 per conveyance. Such insurance shall insure shipments by all modes of transportation until delivery and acceptance by SEAKR.

**Contractors Pollution Liability or Environmental Impairment Liability Coverage and Limits:**

If Seller is producing hazardous waste emissions during manufacturing, performing environmental services, waste depository services and/or performing construction related services, including but not limited to excavation, demolition/site work, concrete contracting services, drilling (or any subsurface work), interior/exterior renovation projects and/or asbestos abatement contractors, Seller must maintain Contractors Pollution Liability coverage or an Environmental Impairment Liability insurance coverage in the minimum amount of \$5,000,000.

For a claims-made-policy, the retroactive coverage date shall be no later than the effective date of the Agreement or Order and coverage shall be maintained for a period of 3 years after expiration or termination of the Agreement and any Order.

- 
- i Commercial means all vehicles, other than passenger vehicles (e.g., box trucks, food trucks, work vans, and service utility trucks).
  - ii In-Flight Hangarkeepers Legal Liability Insurance is required when Supplier will have care, custody, and control of the aircraft while in-flight.