

**SIERRA NEVADA COMPANY
TERMS AND CONDITIONS - COMMERCIAL CONTRACT**

1. ACCEPTANCE OF AGREEMENT	2	35. TERMINATION FOR CONVENIENCE	11
2. DEFINITIONS	2	36. TERMINATION FOR DEFAULT.....	11
3. ORDER OF PRECEDENCE	2	37. FORCE MAJEURE/EXCUSABLE DELAY.....	12
4. INVOICE AND PAYMENT	2	38. DISPUTES.....	12
5. TAXES.....	3	39. CONSEQUENTIAL DAMAGES	12
6. DELIVERY	3	40. CHOICE OF LAW	12
7. PACKING AND SHIPPING.....	4	41. WARRANTY	12
8. TITLE AND RISK OF LOSS	4	42. CONTRACTUAL DIRECTION	13
9. USE OF SNC'S PURCHASING SYSTEM AND RECORDKEEPING	4	43. RIGHTS AND REMEDIES	13
10. INSPECTION/ACCEPTANCE.....	4	44. ASSIGNMENTS AND SUBCONTRACTING	13
11. CHANGES	5	45. CHANGE IN CONTROL OF SELLER	13
12. STOP WORK.....	5	46. SUPPLEMENTARY INFORMATION	13
13. QUALITY CONTROL SYSTEM	6	47. SPECIAL TOOLING	13
14. FURNISHED PROPERTY	6	48. LIENS	13
15. NEW MATERIALS.....	6	49. NOTICE AND DESIGNATION OF RESPONSIBLE INDIVIDUALS	14
16. PARTS OBSOLESCENCE/DISCONTINUANCE	6	50. INDEMNITY AND REIMBURSEMENT	14
17. PROPRIETARY INFORMATION.....	6	51. INDEPENDENT CONTRACTOR RELATIONSHIP	14
18. RIGHTS IN INTELLECTUAL PROPERTY	7	52. ELECTRONIC SIGNATURE	14
19. INTELLECTUAL PROPERTY INDEMNITY	8	53. ENTIRE AGREEMENT.....	14
20. RESERVED	8	54. SURVIVABILITY	14
21. INSURANCE	8	55. NON-WAIVER	14
22. SITE REQUIREMENTS.....	9	56. PARTIAL INVALIDITY	14
23. BUYER APPROVALS AND REVIEWS.....	9	57. RECORD RETENTION	14
24. KEY PERSONNEL	9	58. BUYER'S CUSTOMER COMMUNICATION, NEWS AND PUBLIC STATEMENTS OR RELEASES... ..	15
25. PERSONNEL QUALIFICATIONS	9	59. RESERVED	15
26. COMPLIANCE WITH LAWS.....	9	60. RESERVED	15
27. RESERVED	10	61. PROHIBITION ON A BYTEDANCE COVERED APPLICATION.....	15
28. NOTICE OF SUSPENSION OR DEBARMENT.....	10	62. PROHIBITION ON KASPERSKY LAB.....	15
29. EXPORT CONTROL.....	10	63. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	15
30. COUNTERFEIT OR SUSPECT PARTS	10	64. COMBATING TRAFFICKING IN PERSONS.....	16
31. GRATUITIES/KICKBACKS	11		
32. RESERVED	11		
33. CONFLICT MINERALS.....	11		
34. AFFIRMATIVE ACTION.....	11		

1. ACCEPTANCE OF AGREEMENT

- (a) Any of the following acts by Seller shall constitute unqualified acceptance and shall create a binding Agreement between Seller and Buyer, which shall be governed by the Terms and Conditions of the Agreement, as defined below: (i) signing and returning a copy of the Agreement; (ii) beginning performance of the Agreement; or (iii) accepting payment.
- (b) This Agreement integrates, merges, and supersedes any prior offers, negotiations, and agreements (including letter contract or undefinitized contract action, if any) concerning the subject matter hereof and constitutes the entire agreement as between the Parties.
- (c) Buyer objects to, and shall not be bound by, any terms and conditions stated in Seller's acceptance of this Agreement unless expressly accepted in writing by Buyer.

2. DEFINITIONS

The following terms shall have the meaning set forth below:

- (a) "Agreement" means the entire agreement between the parties, including any statement of work and schedule, these Terms and Conditions, Buyer's specifications /drawings, and any documents incorporated by reference.
- (b) "Buyer" means Sierra Nevada Company, LLC.
- (c) "Buyer's Authorized Representative" means the agent of Buyer with the actual authority to make legally binding commitments on behalf of Buyer as designated in this Agreement.
- (d) "Buyer's Customer" means Buyer's customer(s) under the Prime Contract, as applicable, which may be the Government or a higher-tier contractor.
- (e) "Day" means a calendar day, unless otherwise specified.
- (f) "DFARS" means the Defense Federal Acquisition Regulation Supplement, Chapter 2 of Title 48 of the Code of Federal Regulations, as amended.
- (g) "FAR" means the Federal Acquisition Regulation, Chapter 1 of Title 48 of the Code of Federal Regulations, as amended.
- (h) "Goods" means any movable material acquired, produced, or delivered by Seller as set forth in this Agreement, and shall include any movable material acquired, produced, or delivered by Seller in connection with the Work.
- (i) "Parties" means Buyer and Seller collectively, as referred to herein.
- (j) "Party" means Buyer or Seller individually, as referred to herein.
- (k) "Prime Contract" means the contract, if any, between Buyer and Buyer's Customer.
- (l) "Seller" means the Party with whom Buyer is contracting to perform Work required by this Agreement.
- (m) "Services" means services described in this Agreement, and services that are necessary and incidental to the delivery of Goods under this Agreement.
- (n) "Terms and Conditions" means this document.
- (o) "Work" means all required articles, materials, supplies, Goods, and Services constituting the subject matter of the Agreement and ordered by Agreement.

3. ORDER OF PRECEDENCE

The Terms and Conditions of this Agreement, including any exhibits or addenda incorporated herein, shall be interpreted in a consistent and harmonious manner. In the event of conflict, the order of precedence shall be:

- (a) The Agreement document;
- (b) These Terms and Conditions;
- (c) Any non-disclosure agreement between the Parties;
- (d) The Statement of Work;
- (e) Other addenda or exhibits incorporated and made a part of this Agreement, with such precedence as indicated in this Agreement.

4. INVOICE AND PAYMENT

- (a) All invoices shall be submitted via SNC's Source-to-Pay portal at <https://s2p.sncorp.com/>. Hard copies will not be accepted. If a submitted invoice does not match the price, Agreement line item, or other terms of the order, it will be rejected to the Seller for corrections. The payment due date will be calculated from the date of receipt of the correct invoice submitted through the Source-to-Pay portal.
- (b) All Invoices must include:
 - (i) Agreement number;
 - (ii) Agreement line item number;
 - (iii) Description, quantity, unit of measure, unit price and extended price of the Goods delivered, or detailed description of the Services, performed during the billed period;
 - (iv) Total amount claimed for payment;
 - (v) Seller name and address;
 - (vi) Seller remittance address;
 - (vii) Invoice number;
 - (viii) Invoice date;
 - (ix) Shipping number and date of shipment (as applicable);
 - (x) Terms of any prompt payment discount offered;
 - (xi) SNC Buyer's Authorized Representative name; and,
 - (xii) Seller's name, title, and phone number of person to be notified in event of defective invoice.
- (c) All payments are contingent on acceptance of the Goods or Services by Buyer.

- (d) Seller shall issue separate invoices for travel and each shipment showing the amount of material shipped.
- (e) Unless specifically set forth in Seller's proposal or quote and accepted by Buyer, the stated contract price shall include all charges for packing, shipping, hauling, storage, and transportation to the point of delivery.
- (f) Unless otherwise authorized by Buyer, Seller shall not issue an invoice prior to the actual delivery date of products through the SNC Source-to-Pay system. Seller shall forward to Buyer, with the invoice, receipt or Bill of Lading signed by the carrier, evidencing the fact that shipment has been made.
- (g) Payment due dates, including discount periods, shall be calculated from the date of the later of the scheduled delivery date, the actual delivery date, or the date of receipt of a correct invoice through the SNC Source-to-Pay system.
- (h) The cash discount period to Buyer, if any, will date from the later of:
 - (i) the receipt of a compliant invoice (not from date of the invoice);
 - (ii) the actual date of acceptance of the Products; or,
 - (iii) the delivery date specified in the Agreement.
- (i) Payment of invoices will be made in accordance with the terms of the Agreement. Unless freight and other charges are itemized, any discount shall be taken on the full amount of the invoice in the SNC Source-to-Pay system. To be compliant, invoices shall be supported by such documents in such form as Buyer requests and shall bear such certification as may be required by law, regulations, or the Agreement.
- (j) Invoices not submitted through SNC Source-to-Pay are not subject to the agreed-to terms of payment.
- (k) The Agreement number shall appear on all invoices, packages, crates or boxes, bills of lading, express receipts, correspondence, and other instruments used in connection with the Agreement.
- (l) Invoices shall be submitted through the SNC Source-to-Pay system within ten (10) days after shipment.
- (m) All containers, drums, carboys, etc. to be returned shall be shipped on a no-charge or consignment basis unless otherwise specified in the Agreement. Buyer shall pay for only such containers that it does not return within a reasonable time.
- (n) Payment shall not constitute acceptance of the products.
- (o) Payment shall be deemed to have been made on the date SNC's Electronic Funds Transfer (EFT) or payment is otherwise tendered through the SNC Source-to-Pay system.
- (p) Seller shall promptly repay Buyer any amounts paid in excess of amount due Seller.
- (q) Invoices which do not agree with prices or other terms of the Agreement will be returned to Seller for corrections through the SNC Source-to-Pay system.
- (r) Payment schedule shall commence upon receipt of the correct invoice by Buyer through the SNC Source-to-Pay system.
- (s) If Work or any part thereof as required by the Agreement is not delivered within the time specified or is deficient upon delivery, Buyer may, until such data is accepted, withhold payment to Seller of twenty percent (20%) of the total Agreement. Payments shall not be withheld nor any other action taken pursuant to this clause when Seller's failure to make timely delivery arises out of causes beyond the control and without the fault or negligence of Seller.
- (t) If Buyer makes any payments to Seller prior to receipt of final payment under the corresponding Prime Contract, those payments by Buyer shall be considered interim in nature and subject to adjustment if the prime contractor determines that Buyer is not entitled to the full amount requested under the Prime Contract.
- (u) All claims for monies due or to become due from Buyer shall be subject to deduction by Buyer, for any set off or counterclaim arising out of this or any other of Buyer's orders with Seller whether such set off or counterclaim arose before or after any such claim or assignment by Seller.

5. TAXES

All prices reflected in this Agreement shall include all federal, state, and local taxes. Seller shall provide Buyer with the appropriate IRS Form W-8 (e.g., W-8BEN, W-8BEN-E, W-8IMY, etc.) if Seller is a non-U.S. entity, or IRS Form W-9 if Seller is a U.S. entity. If Seller fails to provide one of these forms, Buyer may be required by the Internal Revenue Code to withhold a portion of the amounts due to Seller. If Buyer is required by law or regulation to make such a withholding, Seller hereby consents to the withholding and agrees that it shall not constitute a breach of this Agreement.

6. DELIVERY

- (a) Time is of the essence. Seller's timely performance of the Work is a material element of this Agreement and Seller shall strictly adhere to the milestone, shipment, and delivery schedule specified in this Agreement. Any unexcused failure to deliver in accordance with such schedules shall constitute a material breach of this Agreement.
- (b) In the event of any anticipated or actual delay in any Seller satisfying the Agreement's schedule, Seller shall (i) immediately notify Buyer in writing of the reasons for the delay and the action being taken to overcome or minimize the delay and (ii) provide Buyer with a written recovery schedule detailing how Seller will make up the time lost through delay. Such notification from Seller to Buyer shall not relieve Seller from satisfying the Agreement's schedules.
- (c) If for any reason Seller fails to satisfy a milestone, shipment, or delivery schedule specified in this Agreement, Buyer may, at its option and without limitation of any other remedies available in law and equity, (i) request that Seller expedite performance of the Work, including purchasing premium shipment, and Seller shall be solely responsible for any excess costs incurred, (ii) approve a revised schedule, or (iii) hold Seller in default and terminate this Agreement or the delayed portion thereof for cause. If Buyer elects to proceed with Seller's performance of the Work despite an unexcused delay in performance or delivery, among other remedies set forth in this Agreement, Buyer shall be entitled to any and all costs it incurs as a result of Seller's delayed performance or delivery. If Buyer elects to terminate this Agreement or the delayed portion thereof due to an unexcused delay in performance or delivery, in

addition to all other remedies set forth in this Agreement and/or available at law, Buyer shall be entitled to any excess costs arising from Buyer's re-procurement or self-performance of the Work.

- (d) Unless authorized in writing by Buyer's Authorized Representative, Seller shall not deliver Work to Buyer prior to the scheduled delivery date specified in the Agreement.

7. PACKING AND SHIPPING

(this provision applies only if the Work performed under this Agreement will result in Seller delivering Goods to Buyer)

- (a) Seller shall pack all Work to be delivered under this Agreement to prevent damage, wear, or deterioration. Unless otherwise specified in this Agreement, all Work to be delivered under this Agreement shall be packed in accordance with the best available commercial practices and in compliance with transportation regulations. The price of this Agreement shall include all charges for packing, shipping, hauling, storage, and transportation to the point of delivery. Seller shall reimburse Buyer for any expense incurred by Buyer as a result of improper packing or marking.
- (b) A complete packing list shall be enclosed with all shipments of Work from Seller to Buyer and, if a shipment completes Seller's performance of the Work under the Agreement, the packing list shall state, "This shipment completes this Agreement." All shipping documents, shipping labels, packing sheets and lists, and bills of landing, as well as any interior and exterior containers, shall show full and complete information, where applicable, as to the names and addresses of consignor and consignee, Agreement number, Agreement line item number, and date of shipment.
- (c) Seller shall submit to Buyer a packing list for any shipment of Work delivered under this Agreement. The packing list shall include, at a minimum, the: (i) item description; (ii) item number; and (iii) serial number of the Work, if any.
- (d) Seller shall ship all Work delivered under this Agreement to the destination specified by Buyer in the Agreement. Buyer expressly reserves the right to specify the mode of shipment.
- (e) If any transportation charges paid by Seller are subject to reimbursement, Seller shall show such charges on its invoice as a separate line item with the freight bill receipt attached accordingly.

8. TITLE AND RISK OF LOSS

(this provision applies only if the Work performed under this Agreement will result in Seller delivering Goods to Buyer)

- (a) Unless otherwise specified in this Agreement, where applicable, title to any Work delivered by Seller shall pass to Buyer upon Buyer's final inspection and acceptance of such Work, regardless of when or where Buyer takes physical possession.
- (b) Risk of loss or damage to Work shall remain with Seller until: (i) F.O.B. Origin: The Seller retains the risk of loss or damage to the Work until the Work is delivered to an authorized carrier; or (ii) F.O.B. Destination (a) The Seller retains the risk of loss or damage to the Work until the later of (1) Final acceptance of the Work by the Buyer, or (2) Receipt of the Work by the Buyer at the destination specified in this Subcontract. Notwithstanding the above, the risk of loss or damage to Work that fails to conform to the Subcontract shall remain with Seller until cure or final acceptance.
- (c) International Deliveries: FCA (Port of Export) shall be used under the Subcontract. F.O.B. Origin is not applicable for the delivery of international Goods.
- (d) Non-Conforming Work, regardless of the delivery terms, the risk of loss or damage to any Work that does not conform to the Subcontract remains with the Seller until the issue is resolved (cure) or the Work is finally accepted by the Buyer.

9. USE OF SNC'S PURCHASING SYSTEM AND RECORDKEEPING

- (a) Seller agrees to utilize Buyer's designated purchasing system for all transactions related to this Agreement. Seller acknowledges that it is Seller's responsibility to familiarize itself with the purchasing system's processes, procedures, and requirements.
- (b) Seller shall ensure that all relevant records, including but not limited to purchase orders, agreements, contracts, invoices, receipts, and delivery documentation, are accurately and promptly entered into SNC's purchasing system. Seller shall maintain up-to-date records in accordance with the requirements specified by SNC.
- (c) Furthermore, Seller shall be responsible for ensuring the accuracy and completeness of the information provided in SNC's purchasing system. This includes promptly updating any changes to its contact details, financial information, certifications, accreditations, or any other relevant data that may affect the contract's execution.
- (d) Seller shall cooperate with Buyer in resolving any discrepancies or issues related to the records in the purchasing system. Seller shall promptly respond to requests for information or clarification from Buyer's designated personnel responsible for managing the purchasing system.
- (e) Failure by Seller to comply with the requirements outlined in this clause may result in delays, payment issues, or other adverse consequences. Buyer reserves the right to take appropriate actions, including but not limited to withholding payment or terminating the contract, in the event of non-compliance.

10. INSPECTION/ACCEPTANCE

- (a) Seller shall only tender for acceptance Work that conforms to all the requirements of this Agreement. Buyer, its agents, and Buyer's Customer reserve the right to inspect or test Work performed under this Agreement at any time and place, including during the period of performance, and in any event prior to Buyer's acceptance of Seller's Work. The methods of inspection for the purpose of Buyer's acceptance of any Work performed by Seller under this Agreement shall be determined in Buyer's sole discretion and may include statistical sampling methods. Buyer assumes no contractual obligations to perform any such inspection or test for the benefit of Seller. Buyer, its agents, and Buyer's Customer shall also have the right to inspect the plant or plants of Seller, or any of Seller's lower-tiered subcontractors or vendors, utilized for the performance of any Work under this Agreement.
- (b) If any inspection is made on the premises of Seller or any of Seller's lower-tiered subcontractors or vendors, Seller shall furnish without additional charge to Buyer, its agents, and Buyer's Customer all reasonable facilities and assistance for the safety and

convenience of the inspectors in the performance of its duties. All inspections and tests shall be performed in such a manner as not to unduly delay the Work. Final inspections shall be on Buyer's premises unless Buyer directs otherwise in writing.

- (c) Seller shall maintain an inspection system acceptable to Buyer covering the Work under this Agreement. Seller shall perform all examinations, inspections, and tests, or assume responsibility for others to do so on its behalf, necessary to ensure that the Work performed is in strict compliance with all requirements of this Agreement. Seller shall maintain and make available complete records of all inspection work performed by Seller. Records of all inspection work by Seller shall be kept complete and available to Buyer during the performance of the Agreement and for a period of five (5) years after final payment by Buyer to Seller for any Work performed under this Agreement.
- (d) Seller warrants that all Work will be performed with the standard of a fully qualified professional and will be in strict compliance with the requirements of this Agreement. In the event that the Work is determined by Buyer to be defective in material or workmanship or otherwise not in conformity with the requirements of this Agreement, Buyer may, in its sole discretion, (i) require Seller to replace or correct the Work at no increase in the Agreement price; (ii) pay for such Work at a reduced price and recover from Seller any costs incurred by Buyer to test, evaluate, or manufacture conforming Work; (iii) terminate this Agreement for cause; and/or (iv) exercise any other applicable rights and remedies permitted under this Agreement and applicable law.
- (e) When the defects in the Work cannot be corrected by reperformance, Buyer may (i) require Seller to take necessary action to ensure that future performance complies with the requirements of the Agreement and/or (ii) reduce the Agreement price to reflect the reduced value of the Work. If Seller fails to proceed with reasonable promptness to replace or correct the nonconforming Work, Buyer may terminate the Agreement for cause and self-perform the replacement or correction Work, or authorize others to do the same, and charge to Seller or setoff any costs incurred that are directly related to the performance of such Work.
- (f) Buyer shall accept Work delivered by Seller or provide Seller notice of rejection due to any defect in material or workmanship or otherwise not in conformity of the requirements of the Agreement within a reasonable time after delivery. Buyer's acceptance of any Work shall not waive, modify, or limit Seller's obligations to perform the Work in strict compliance with the requirements of this Agreement or impair any rights or remedies of Buyer, including revocation of acceptance.
- (g) The rights and remedies of Buyer provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity or under this Agreement including, without limitation, cancellation of this Agreement.

11. CHANGES

- (a) Buyer's Authorized Representative may at any time, by written order, and without notice to sureties (if any), make changes within the general scope of this Agreement, including changes to any of the following: (i) the drawings, designs, or specifications; (ii) the method of shipment or packing; (iii) the place of delivery, inspection, or acceptance; (iv) the description of Services to be performed; (v) the time of performance; (vi) the place of performance; (vii) the delivery schedule; (viii) the quality requirements; and (ix) any flowdown requirements. Seller shall comply immediately with such written order. Except for the rights granted to Seller under this provision, a change pursuant to this provision shall not entitle Seller to any other modification or amendment to this Agreement unless expressly set forth in writing and authorized by Buyer's Authorized Representative.
- (b) If any such change causes an increase or decrease in the cost of, or the time required to complete, performance of any of the Work under this Agreement, Seller may request an equitable adjustment in the (i) price, (ii) delivery or completion schedule, or (iii) any other affected terms and the Agreement that may require modification.
- (c) Seller shall submit any "change order proposal" (hereinafter referred to as "Change Proposal") under this clause within ten (10) days from the date of receipt of the written order. However, if Buyer decides that the facts justify it, Buyer may receive and act upon a proposal submitted before final payment of the order. Seller shall have the burden to support any amounts claimed or schedule relief sought in the Change Proposal.
- (d) If the Change Proposal includes the price of property made obsolete or in excess by the change, Buyer shall have the right to prescribe the manner of disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under the Disputes clause of this Agreement. However, nothing in this clause shall excuse Seller from proceeding with the Work under the Agreement as changed.
- (f) Seller shall not make any changes in Work and/or Services under this Agreement. Seller is required to notify Buyer of changes in product and/or process definition impacting the quality or characteristics of the Work. Buyer and/or Buyer's Customer must review and approve proposed changes prior to implementation.

12. STOP WORK

- (a) Buyer may, at any time, by written order to Seller, require Seller to stop all, or any part, of the Work called for by this Agreement for a period of one hundred twenty (120) days, or a longer period as required by Buyer's Customer, after the order is delivered to Seller (each, a "Stop Work Order"), and for any further period to which the Parties may agree. Upon receipt of a Stop Work Order, Seller shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the order during the period of work stoppage. Within a period of one hundred twenty (120) days after a Stop Work Order is delivered to Seller, or within any extension of that period to which the Parties may agree, Buyer shall either (i) cancel the Stop Work Order or (ii) terminate the Work covered by such Stop Work Order as provided in the "Termination/Cancellation" provision of this Agreement.
- (b) If a Stop Work Order issued under this provision is canceled or the work stoppage period or any extension thereof expires, Seller shall resume the affected Work. Seller may request an equitable adjustment in the delivery schedule, or the Agreement price, or both, and modify the Agreement in writing accordingly, if (i) the Stop Work Order results in an increase in the time required for, or in Seller's price properly allocable to the Work performed under this Agreement and (ii) Seller asserts its right to the adjustment within

ten (10) days after the end of the work stoppage period. If Buyer decides the facts justify such action, Buyer may receive and act upon a proposal submitted at any time before to final payment under this Agreement.

13. QUALITY CONTROL SYSTEM

- (a) Seller agrees to provide and maintain a quality control system to an industry-recognized standard and in compliance with any other specific quality requirements set forth in this Agreement that is acceptable to Buyer and/or Buyer's Customer, where applicable, for the Work performed under this Agreement. Seller shall permit both Buyer and Buyer's Customer reasonable access to Seller's facilities to review procedures, practices, processes, and related documents to determine such quality control system acceptability.
- (b) Seller shall maintain records evidencing all inspections made under the system and the outcome. Such records shall be kept complete and made available to Buyer and Buyer's Customer. Seller agrees to include and agrees to require lower-tier subcontractors and vendors to include, the substance of this provision for any Work related to this Agreement.

14. FURNISHED PROPERTY

- (a) Buyer may, from time-to-time during performance of this Agreement, provide to Seller property owned by Buyer ("Furnished Property"). Furnished Property shall be used only for the performance of this Agreement.
- (b) Except for ordinary wear and tear, Seller shall assume all risk of loss, destruction, or damage to any Furnished Property while in Seller's possession, custody, or control. Seller shall manage, maintain, and preserve Furnished Property in accordance with good commercial practices. Upon request, Seller shall provide Buyer with adequate proof of insurance with coverage sufficient to protect against a total loss of Furnished Property. Such Furnished Property insurance policy shall be at Seller's expense. Seller shall promptly notify Buyer in writing if any Furnished Property is lost, damaged, or destroyed.
- (c) Buyer shall have the right to enter Seller's premises at reasonable times to inspect Furnished Property and Seller's records pertaining to such property. At the request of Buyer, Seller shall execute any documents, including, but not limited to, financial statements, required by Buyer to protect Buyer's interest in Furnished Property.
- (d) Upon completion, termination, or cancellation of this Agreement or as otherwise directed by Buyer, Seller shall deliver such Furnished Property, to the extent not incorporated in any Work delivered under this Agreement, to Buyer in good condition subject to ordinary wear and tear and normal manufacturing losses. Nothing in this provision shall limit Seller's use, in its direct contracts with the Government, of property in which the Government has an interest.

15. NEW MATERIALS

Unless expressly authorized in writing, all Work to be delivered hereunder shall consist of new materials. New materials are composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

16. PARTS OBSOLESCENCE/DISCONTINUANCE

Buyer may wish to place additional orders for Work purchased under this Agreement. Seller agrees to provide Buyer with a "Last Opportunity to Buy Notice" at least twelve (12) months before any action to discontinue or render obsolete any Work purchased under the Agreement.

17. PROPRIETARY INFORMATION

- (a) In the event the Parties have entered into a Non-Disclosure (Proprietary Information) Agreement ("NDA/PIA") applicable to the Work performed under this Agreement, and that NDA/PIA remains in effect, the NDA/PIA shall govern the treatment of proprietary information exchanged by the Parties. In such an event, the Parties hereby agree to (i) extend the term of the NDA/PIA to cover the period of performance of this Agreement, inclusive of all options and extensions (if any), and (ii) include within the purpose of the NDA/PIA or the permitted uses of information exchanged thereunder performance of this Agreement.
- (b) If the Parties have not entered into a NDA/PIA, or if an NDA/PIA between the Parties has expired before the effective date of this Agreement, the following terms in subparagraphs (c) through (g) below shall govern the treatment of proprietary information exchanged between the Parties.
- (c) The Parties anticipate that under the Agreement it may be necessary for either Party to disclose to the other Party information of a proprietary nature. Proprietary information that may be disclosed under this Agreement includes, but is not limited to, drawings, specifications, non-public product information, and other technical capabilities. Proprietary information shall be clearly identified by the disclosing Party at the time of disclosure. All written proprietary information disclosed from one Party to the other Party shall be marked as proprietary prior to disclosure.
- (d) Each of the Parties to this Agreement agrees to use the same efforts to protect such information as is used to protect its own proprietary information, but in no case less than reasonable care. Disclosures of such proprietary information shall be restricted to individual personnel of the receiving Party who has a need to know such information and are directly performing Work under the Agreement.
- (e) Neither Party shall make any reproduction, disclosure, or use of such proprietary information except as follows:
 - (i) Such information furnished by Buyer may be used solely by Seller in performing its obligations under the Agreement;
 - (ii) Such information furnished by Seller may be used by Buyer in performing its obligations under this Agreement and in performing its obligations under the Prime Contract, if any. Buyer's use of Seller's proprietary information to perform Buyer's obligations under the Prime Contract expressly includes delivering information furnished by Seller to Buyer's Customer. Under such circumstances, Buyer will affix appropriate restrictive legends to the extent Seller specifically requests and that such legends are permitted by the Prime Contract.
 - (iii) Such information may also be used in accordance with any written authorization received from the disclosing Party.

- (f) The limitation on the reproduction, disclosure, or use of proprietary information shall not apply to, and neither Party shall be liable for, reproduction, disclosure, or use of proprietary information with respect to any of the following conditions:
 - (i) If, prior to the receipt thereof under this Agreement, the information was developed independently by the receiving Party, was lawfully known to the receiving Party, was lawfully received from a source other than the disclosing Party (provided such source did not receive it due to a breach of this clause) or was in the public domain prior to disclosure hereunder.
 - (ii) If, subsequent to receipt thereof under this Agreement, the information was published by the disclosing Party or was disclosed by the disclosing Party to others without restriction, was lawfully obtained by the receiving Party from other sources (provided such source did not receive it due to a breach of this clause) or otherwise was public knowledge or became generally known to the public.
 - (iii) If any part of the proprietary information has been or hereafter shall be disclosed in a United States patent issued to the disclosing Party furnishing the proprietary information hereunder, then, after the issuance of said patent, the limitations on such proprietary information as disclosed in the patent shall be only that afforded by United States patent laws.
 - (iv) If the proprietary information was furnished orally by the disclosing Party, unless such proprietary information was identified to the receiving Party as proprietary at the time of disclosure, was reduced to writing and marked proprietary by the disclosing Party within fifteen (15) days of the disclosure and was provided to the receiving Party.
 - (v) If such proprietary information is obligated to be disclosed under order of a court of competent jurisdiction, so long as prompt notice of the order is given to the disclosing Party.
 - (vi) If such proprietary information was disclosed with the written approval of the disclosing Party.
- (g) The furnishing of any proprietary information by either Party shall not be construed as granting to the receiving Party either expressly, by implication, estoppel, or otherwise, any ownership or license right (other than the limited license to use the information internally for the purpose for which it was provided) under any invention, patent, trade secret, trademark, or copyright now or hereafter owned or controlled by the disclosing Party. The foregoing shall not impact any license or ownership right in information identified and set forth elsewhere in this Agreement.
- (h) Seller shall upon Buyer's request or upon completion of this Agreement, whichever occurs first, promptly at its option: (i) destroy all proprietary information furnished in connection with the Agreement and certify such destruction; or (ii) return to Buyer all proprietary information furnished in connection with the Agreement, together with all copies or reprints in Seller's possession and control, including any copies stored in computer generated back-up files, and Seller shall thereafter make no further use of such proprietary information without Buyer's prior written consent.
- (i) Seller agrees that any Work delivered to Buyer under this Agreement will be free from confidential, proprietary, or restrictive-use markings that are not expressly permitted pursuant to the FAR, DFARS, or any Government agency FAR supplement incorporated into this Agreement. Buyer or Buyer's Customer may provide Seller written notice of any nonconforming markings, and Seller shall have thirty (30) days to provide conforming markings. If Seller fails to timely correct any nonconforming markings within the time permitted in this provision, Buyer may, at Seller's expense, correct any such nonconforming markings.
- (j) Neither this section nor the terms of any applicable NDA/PIA shall act as a restriction on any licenses granted elsewhere in this Agreement or any information, data, or intellectual property delivered under such license(s).
- (k) To the extent Buyer institutes any legal action against Seller to enforce any term of this Section 17 or any term of an applicable NDA/PIA, and Buyer is a prevailing party in any such legal action, then Seller shall pay to Buyer all reasonably attorneys' fees and costs incurred in connection with any such action, proceeding, or appeal thereof.

18. RIGHTS IN INTELLECTUAL PROPERTY

- (a) Seller hereby assigns to Buyer all rights in, title to, and ownership of patents, trade secrets, technical data, and other intellectual property created, conceived, or first reduced to practice during Seller's performance of the Work under this Agreement. This specifically includes, but is not limited to, original works of authorship fixed in any tangible form, including software and software improvements, enhancements, derivative works, and mask works, whether specially ordered or commissioned, made by Seller alone or jointly with others in connection with the Agreement.
- (b) In instances where the above allocation of rights is prohibited by law or the terms of the Prime Contract, Seller hereby grants to Buyer a royalty-free, perpetual, worldwide, non-exclusive, irrevocable, transferrable, sublicensable, and otherwise unlimited license to sell, disclose, distribute, or otherwise use all delivered data, software, or other intellectual property to support Buyer's Customer under the relevant Prime Contract, as well as related and/or follow-on contracts, to make use of any delivered Goods, Services, or intellectual property (including data), and/or to otherwise comply with Buyer's contractual obligations under the relevant Prime Contract and/or related or follow-on contracts. In instances where Seller retains ownership of data or intellectual property first created, conceived, or first reduced to practice under this Agreement, Seller hereby agrees to comply with (and take all actions necessary to support Buyer's compliance with) all applicable notice, administration, and reporting requirements set forth in statutes and regulations relevant to United States Government contracting.
- (c) Seller further warrants that it will obtain from all employees, vendors, and/or subcontractors such rights and title necessary to comply with the requirements of this provision, on Buyer's behalf, from all employees or lower-tiered subcontractors and vendors in a way that facilitates Seller's transfer of such rights and title to Buyer or Buyer's assigns. Seller shall not incorporate any data or other intellectual property which was not first produced in the performance of the Agreement into Work delivered under the Agreement unless Seller: (i) arranges for and provides to Buyer and Buyer's Customer a non-exclusive, irrevocable license for unlimited use and disclosure of the data or other intellectual property sufficient to allow Buyer to comply with its obligations to its Customer rights consistent with those that Buyer would receive had the data or intellectual property been created, conceived, or first reduced to practice under this Agreement; or (ii) receives prior approval from Buyer to incorporate such data or intellectual property.

- (d) Seller recognizes that this Agreement is issued under a Prime Contract awarded by the Government. Accordingly, the Government is entitled to certain intellectual property rights associated with Work developed by Seller under this Agreement. The terms of this section are not intended to limit the Government's rights in Work performed or delivered under this Agreement. For additional information on intellectual property rights, please review FAR Part 27, DFARS Part 227, similar provisions of relevant agency FAR supplements, and the clauses associated with each of the aforementioned sections. Seller hereby agrees to provide and does provide the Government with all intellectual property rights, including license rights, required by the FAR and DFARS.
- (e) Any intellectual property, technical data, or other information owned by or provided by Buyer to Seller under this Agreement shall remain the exclusive property of Buyer. Seller shall treat this Buyer-provided or Buyer-owned intellectual property, technical data, and other information in accordance with the terms of the applicable NDA/PIA or the provision of this Agreement concerning proprietary information. To the extent that Seller uses Buyer's intellectual property, technical data, or other information to create new or updated products, Seller agrees that (1) the new or updated products reflect an instantiation of Buyer's intellectual property, technical data, or other information; (2) providing such new or updated products to third parties would violate the terms of the NDA/PIA; and (3) as a result, Seller will not supply such new or updated products to any third parties without first obtaining consent from SNC.
- (f) Nothing in this Agreement permits Seller to use publicly or with any third parties Buyer's name, trademarks, or Buyer-owned images. Seller may only receive the right to use such names, trademarks, or images through a separate agreement with Buyer. If Seller receives such a right to use Buyer's names, trademarks, or images, such use must be consistent with Buyer's usage guidelines, which will be provided if and when Seller is permitted to use Buyer's names, trademarks, or images.
- (g) Any Work delivered under this Agreement shall not contain 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 Buyer's use, reproduction, modification, distribution, publication, or conveyance of such software or electronic hardware.

19. INTELLECTUAL PROPERTY INDEMNITY

- (a) Seller shall defend, indemnify, and hold Buyer, Buyer's officers, agents, employees, and customers harmless against all claims, suits, actions, awards (including, but not limited to, awards based on intentional infringement of patents known at the time of such infringement, exceeding actual damages and/or including attorneys' fee and/or costs), liabilities, damages, costs, and attorneys' fees related to the actual or alleged infringement of any United States or foreign intellectual property right (including, but not limited to, any right in a patent copyright, industrial design, or semiconductor mask work, or based on misappropriation or wrongful use of information or documents) and arising out of the manufacturing, sale, or use of Work delivered under the Agreement by either Buyer or Buyer's Customer. Buyer and/or Buyer's Customer will notify Seller of any claims, suits or actions; and Seller shall, at its own expense, fully defend such claims, suit, or action on behalf of the indemnified parties identified in this provision, obtain such licenses as are necessary to remove such infringement, or replace the infringing Work. Buyer shall have the right to participate in the defense at its own expense.
- (b) Seller shall have no obligation to indemnify Buyer for infringement arising from the compliance of Seller's design with specifications issued by Buyer where infringement could not be avoided in complying with such specifications. The exception above shall not apply if the infringement arises out of adherence to one or more industry standards or regulatory requirements.
- (c) In the event that a court of law, administrative body, or other entity convened for the purpose of resolving such a matter, including through the use of alternative dispute resolution, determines that Seller has violated the protections afforded to a third party's intellectual property under statute, regulation, or contract, Seller shall use all reasonable efforts to obtain a license for Buyer that permits Buyer's use of any intellectual property included in any Work related to this Agreement. If Seller is unable to obtain such a license, Seller shall, at its own expense, modify its Work under this Agreement to eliminate the infringing intellectual property. If Seller becomes responsible for modifying any Work pursuant to this provision, Seller shall first propose an alternate method of performance that is at least as beneficial to Buyer and Buyer's Customer as the method of performance originally contemplated in the Agreement. Such a Seller proposal shall be first approved by Buyer prior to Seller commencing its effort to modify its Work under this Agreement.
- (d) Notwithstanding the foregoing, when this Agreement is performed under the Authorization and Consent of the Government to infringe third-party U.S. patents, Seller's liability for infringement of such patents related to, or in connection with, the performance of this Agreement shall be limited to the extent Buyer's liability is limited to the Government under the terms and conditions of the Prime Contract.

20. RESERVED

21. INSURANCE

Seller, its subcontractors, and lower-tier subcontractors agree to procure and maintain worker's compensation, comprehensive general liability, bodily injury, and property damage insurance in reasonable amounts that are consistent with industry practice and the specific loss potential related to performance of this Agreement, and such other insurance as Buyer may require. Seller shall provide Buyer thirty (30) calendar days' advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of Seller's insurance under this provision. Seller shall provide Buyer with a "Certificate of Insurance" evidencing Seller's compliance with this provision. Seller shall name Buyer as an additional insured for the duration of the Agreement. Insurance maintained under this provision shall be considered primary with respect to the interest of Buyer and is not contributory with any insurance Buyer may carry.

22. SITE REQUIREMENTS

- (a) In the event that Seller, its employees, agents, or lower-tier subcontractors or vendors enter Buyer's, Buyer's Customer's, and/or the Government's premises for any reason in connection with the Agreement, Seller shall comply with all applicable security requirements. Seller shall provide information reasonably required by Buyer or Buyer's Customer to ensure proper identification of personnel, including, but not limited to, verification of citizenship, lawful permanent resident status, protected individual, or other status.
- (b) Seller shall ensure that Seller's personnel working on Buyer's, Buyer's Customer's, and/or the Government's premises comply with any on-premises policies and (i) shall not bring weapons of any kind onto the premises, (ii) shall not manufacture, sell, distribute, possess, use, or be under the influence of controlled substances or alcoholic beverages while on the premises, (iii) shall not possess hazardous materials of any kind on the premises without Buyer's express written authorization; (iv) shall remain in authorized areas as designated by Seller at all times; (v) shall not conduct any non-Buyer related business activities (such as interviews, hirings, dismissals, or personal solicitations) on the premises; (vi) shall not send or receive non-Buyer related mail through Buyer's, Buyer's Customer's, and/or the Government's mail systems; (vii) shall not sell, advertise, or market any products or memberships, distribute printed, written, or graphic materials on the premises without Buyer's express written authorization; and (viii) shall follow all instructions from Buyer in the event of an actual or imminent safety or environmental hazard on the premises.
- (c) Seller shall ensure that Seller personnel (i) do not remove Buyer, Buyer's Customer, or Government assets from the premises without Buyer's express written authorization, (ii) use Buyer, Buyer's Customer, or Government assets only for the purposes of this Agreement, (iii) only connect with, interact with, or use computer resources, networks, programs, tools, or routines authorized by Buyer, and (iv) do not share or disclose user identifiers, passwords, cipher keys, or computer dial port telephone numbers. Buyer may periodically audit Seller's data residing on Buyer, Buyer's Customer, or Government assets located on the premises.
- (d) Buyer may, at its sole discretion, demand that Seller remove any specified employee of Seller from the premises and require that such employee not be reassigned to any of Buyer's, Buyer's Customer's, or the Government's premises for the duration of this Agreement.

23. BUYER APPROVALS AND REVIEWS

The review or approval by Buyer of any Work hereunder or of any designs, drawings, specifications, or documents prepared hereunder shall not relieve Seller of any of its obligations under the Agreement, nor excuse or constitute a waiver of any defects or nonconformities in any articles furnished under the Agreement, nor change, modify, or otherwise affect any of the provisions of the Agreement, including but not limited to, the prices and delivery schedules contained herein.

24. KEY PERSONNEL

If any key personnel are specified in this Agreement, these individuals are considered by Buyer to be essential to performance under the Agreement. If Seller learns that any key personnel will become unavailable to perform as designated under the Agreement, Seller agrees to promptly provide Buyer with a qualified replacement candidate and information about the candidate sufficient for Buyer to verify the candidate's qualifications. No key personnel may be replaced without Buyer's express approval. Buyer has the right to refuse any replacement candidate for key personnel at its sole discretion but will not unreasonably withhold such approval of a qualified candidate.

25. PERSONNEL QUALIFICATIONS

If the Agreement specifies minimum qualifications for Seller personnel supporting this Agreement, Seller shall provide personnel that meet or exceed such minimum qualifications. These minimum qualifications are material requirements of the Agreement, and Seller recognizes that providing personnel meeting such requirements is essential to the performance of the Agreement. If Seller provides personnel that do not meet the minimum qualifications set forth in the Agreement, Seller shall be in breach of the Agreement.

26. COMPLIANCE WITH LAWS

- (a) Seller warrants that all Work performed under this Agreement shall be manufactured and sold, and all Services provided, in compliance with all applicable federal, state, local, and municipal laws, including, but not limited to, any statute, regulation, rule, ordinance, judgment, decree, order, or permit applicable to Seller's performance of Work under this Agreement. Seller shall execute and deliver all documents as may be required to effect or evidence such compliance. Seller shall, without additional expense to Buyer, be responsible for obtaining any necessary licenses and/or permits, and for complying with any federal, state, local, and municipal laws applicable to Seller's performance of any Work under this Agreement.
- (b) Seller shall be responsible for compliance with all requirements and obligations relating to its employees under all federal, state, local, and municipal laws including, but not limited to, employer's obligations under laws relating to: income tax withholding and reporting; civil rights; equal employment opportunity; discrimination on the basis of age, sex, race, color, religion, disability, national origin, or veteran status; overtime; minimum wage; social security contribution and withholding; unemployment insurance; employer's liability insurance; workers' compensation; veterans' rights; and all other employment, labor, or benefits related laws. Seller shall pay any fines or penalties imposed for any violations based on Seller's failure to comply with any federal, state, local, and municipal laws applicable to Seller, and Seller agrees to indemnify Buyer against all damages, costs, losses, charges, expenses, or liabilities caused by or arising out of any breach by Seller of any applicable provision of any federal, state, local, and municipal laws.
- (c) In the event this Agreement requires access to classified information, Seller, at its sole expense, agrees to comply with all laws and regulations related to such classified requirements, including obtaining all required authorization pursuant to, among other requirements, those set forth in the National Industrial Security Program Operating Manual ("NISPOM") and any specific Government agency supplements to the NISPOM or other classified requirements as directed by Buyer.

- (d) Buyer may make a reduction of corresponding amounts (in whole or in part) in the price of the Agreement, and/or may demand payment by or withhold from payment to Seller (in whole or in part) of the corresponding amounts if: (i) Buyer's contract price or fee is reduced; (ii) Buyer's costs are determined to be unallowable; (iii) any fines, penalties or interest are assessed on Buyer; or (iv) Buyer incurs any other costs or damages; in each instance as a result of any breach of contract or violation of applicable laws, orders, rules, regulations, or ordinances by Seller, its officers, employees, agents, suppliers, or subcontractors at any tier. Seller shall promptly pay amounts so demanded.

27. RESERVED

28. NOTICE OF SUSPENSION OR DEBARMENT

Seller represents and warrants that as of the date of award of this Agreement it has not been suspended, debarred, or declared ineligible by any agency or department of the Government. Seller further agrees to provide immediate notice to Buyer in the event of being suspended, debarred, or declared ineligible by any agency or department of the Government, or upon receipt of a notice of proposed suspension or debarment from any agency or department of the Government during performance of this Agreement.

29. EXPORT CONTROL

- (a) Seller shall comply with all applicable export control and economic sanctions laws and regulations, including, but not limited to, the requirements of: (i) the International Traffic in Arms Regulations ("ITAR") (22 C.F.R. § 120-130) as amended; (ii) the Export Administration Regulations ("EAR") (15 C.F.R. § 730-774) as amended; (iii) the Office of Foreign Assets Control Regulations (31 C.F.R. § 501-599 as amended; and (iv) Department of Defense Directive 5230.25, Withholding of Unclassified Technical Data from Public Disclosure (collectively, the "Export Control Laws"). Seller's responsibility to comply with all applicable Export Control Laws exists independent of, and is not established or limited by, this provision.
- (b) Seller shall not export, re-export, transfer, disclose, or otherwise make accessible any export-controlled data, software, or hardware, or perform any associated defense service without the authority of an export license, agreement, or exemption or exception in accordance with applicable Export Control Laws.
- (c) Seller shall notify Buyer if any Work to be delivered under this Agreement is restricted by any applicable Export Control Laws. Before providing Buyer any such deliverable, Seller shall notify Buyer in writing of the correct export jurisdiction and classification of the controlled technical data and/or hardware (i.e., whether the deliverable is subject to the ITAR or EAR) and shall notify Buyer in writing of any changes to the export jurisdiction or classification of the controlled technical data and/or hardware. Seller represents that an official authorized to bind Seller has determined that Seller, or the designer, manufacturer, supplier, or other source has properly determined the export jurisdiction and classification of the controlled item, data, or service.
- (d) Seller represents that neither Seller, nor any parent, subsidiary, or affiliate of Seller, is listed in any of the restricted or excluded party lists maintained by the Government, including, but not limited to, the Specially Designated Nationals List maintained by the U.S. Department of the Treasury; the Denied Persons List, Entity List, and Unverified List maintained by the U.S. Department of Commerce; the List of Statutorily Debarred Parties maintained by the U.S. State Department; or the consolidated list of asset freeze targets designated by the United Nations, European Union, or United Kingdom (collectively, the "Restricted or Excluded Party Lists"). Seller shall immediately notify Buyer if: (i) Seller, or any parent, subsidiary, or affiliate of Seller, becomes listed in any of the Restricted or Excluded Party Lists; (ii) Seller becomes substantially owned (25% or more) by any party on the Restricted or Excluded Party Lists; (iii) Seller engages in substantial business in country/regions subject to comprehensive a sanctions regime; (iv) Seller's export privileges are denied, suspended, or revoked in whole or in part by any U.S. or non-U.S. government entity or agency; or (v) Seller is or becomes involved in any violation or potential violation of an applicable Export Control Law that could affect Seller's performance of this Agreement.
- (e) If Seller is engaged in the business of exporting, manufacturing (whether exporting or not), or furnishing articles, data, or service subject to the ITAR, Seller represents that it is registered with the U.S. Department of State, Directorate of Defense Trade Controls, as required by the ITAR, and maintains an effective ITAR compliance program. If Seller is engaged in the business of exporting, manufacturing (whether exporting or not), or furnishing articles or technology subject to the EAR, Seller represents that it maintains an effective EAR compliance program. Upon Buyer's request, Seller shall promptly provide Buyer with copies of policy and procedure documentation evidencing Seller's effective trade compliance program.
- (f) Seller shall indemnify and hold Buyer harmless from and against any and all penalties, fines, losses, costs, claims, causes of action, damages, liabilities, and expenses, including, but not limited to, attorneys' fees, all expenses of litigation and/or settlement, and court costs arising from any failure of Seller, including its lower-tier subcontractors, to comply with this clause.

30. COUNTERFEIT OR SUSPECT PARTS

- (a) Unless approved in writing by Buyer, Seller shall use only original equipment manufacturers or original component manufacturers ("OEM/OCM") or OEM/OCM authorized dealers or distributors. For assemblies containing electronic components, Seller shall verify all documents that provide chain of custody to the OEM/OCM for each lot in a shipment and deliver such documents to Buyer upon Buyer's request. For components, Seller shall verify and provide all documents that provide chain of custody to the OEM/OCM.
- (b) Seller shall not provide any Work under this Agreement which contains material known to be suspect or counterfeit. This includes any material labeled or marked in a misrepresentative manner. Seller will immediately notify Buyer if it becomes aware or suspects any parts furnished under the Agreement are counterfeit. If suspect or counterfeit parts are discovered in Work furnished by Seller under this Agreement, Seller shall promptly replace such parts with parts acceptable to Buyer. Seller shall be liable for any costs associated with the removal and replacement of any suspect or counterfeit parts it provides under the Agreement.
- (c) Seller shall comply with DFARS 252.246-7007, "Contractor Counterfeit Electronic Part Detection and Avoidance System," which is included in the flowdown provisions of this Agreement and, therefore, expressly incorporated herein, if (i) this Agreement is in

support of a Prime Contract with the Department of Defense or any subcomponent thereof; and (ii) this Agreement is for electronic parts or assemblies containing electronic parts, regardless of whether those parts or assemblies are commercial in nature. Compliance with DFARS 252.246-7007 includes flowing the requirements of the clause down to subcontractors. When administering DFARS 252.246-7007, all communications and/or reporting requirements shall be to Buyer, and not Buyer's Customer, unless Seller is required by law to make reports directly to the Government.

31. GRATUITIES/KICKBACKS

- (a) Seller represents and warrants that neither Seller, including any parent, subsidiary, or affiliate of Seller, nor any of Seller's employees, agents, or representatives, has offered or given any kickback or gratuity to Buyer's employees, agents, or representatives with a view toward securing this Agreement or securing favorable treatment with respect thereto.
- (b) Seller represents and warrants that Seller, including any parent, subsidiary, or affiliate of Seller, and all of Seller's employees, agents, or representatives, and any other person or entity working for or on behalf of any of the foregoing (collectively, "Seller Parties"), shall comply with the provisions and requirements of the U.S. Foreign Corrupt Practices Act of 1977 as amended, and all other anti-corruption and/or anti-bribery laws, regulations, and requirements of any jurisdiction applicable to Seller.
- (c) By accepting this Agreement, Seller certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR 52.203-7 or the Anti-Kickback Act of 1986 (41 U.S.C. § 51-58) as amended, both of which are incorporated herein by reference, except that paragraph (c)(1) of FAR 52.203-7 shall not apply.
- (d) Seller shall comply, to the extent applicable, with U.S. laws regarding boycotts, embargoes, and economic sanctions against certain countries, entities, and individuals.

32. RESERVED

33. CONFLICT MINERALS

In compliance with Dodd-Frank Act Section 1502, Seller recognizes the potential applicability of the SEC Reporting Requirements for Issuers Using Conflict Minerals and shall provide Buyer with any and all information designated, identified, or otherwise delineated in such rules within forty-five (45) days of Buyer's written request for such information. "Conflict minerals" are: columbite-tantalite (coltan), cassiterite, wolframite, and gold, or their derivatives tantalum, tin, and tungsten.

34. AFFIRMATIVE ACTION

Seller acknowledges that as a federal contractor, Buyer is subject to various federal laws, executive orders, and regulations regarding equal opportunity and affirmative action which may also be applicable to Seller. Accordingly, Seller shall, to the extent they apply, abide by the requirements of 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to such status. . The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 C.F.R. Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

35. TERMINATION FOR CONVENIENCE

Buyer may terminate this Agreement, or any part hereof, for its convenience at any time and without cause. Upon notice from Buyer of such termination, Seller shall immediately stop all Work terminated hereunder and shall immediately cause any and all of its lower-tier subcontractors and vendors to cease such Work. Seller shall be paid a percentage of the Work performed that has been performed to Buyer's satisfaction prior to the notice of termination, plus reasonable charges that have resulted from the termination that Seller can demonstrate to the satisfaction of Buyer using Seller's standard recordkeeping system. Seller shall submit its settlement proposal within ninety (90) calendar days from the effective date of the written notice of termination. The settlement proposal shall be in reasonable detail and supported by adequate accounting data. Seller shall cooperate with requests from the Government to establish the appropriateness of its proposal, including providing reasonable supporting information as may be requested by the Government. Seller shall deliver to Buyer all data, drawings, specifications, reports, estimates, summaries, and other information and materials that have been completed or are in process on the date of termination for convenience. Seller shall not be paid for any Work performed or costs incurred which reasonably could have been avoided. Seller shall continue to perform all Work not terminated. The amount of any payments made by Buyer to Seller under this clause shall be determined in conformity with the policies and principles set forth in Part 49 and related sections of Part 31 of the FAR in effect at the date of this Agreement, unless inconsistent with the express terms of this Agreement.

36. TERMINATION FOR DEFAULT

- (a) Buyer may, by written notice to Seller, terminate this Agreement in whole or in part if Seller: (i) fails to comply with any of the terms of this Agreement, including the delivery schedule; (ii) fails to make progress so as to endanger performance of this Agreement; (iii) fails to provide adequate assurance of future performance; (iv) files or has filed against it a petition in bankruptcy; or (v) becomes insolvent or suffers a material adverse change in financial condition. Additionally, Buyer may terminate the Agreement immediately if Seller violates any federal, state, local, or law pertaining to performance of the Agreement.
- (b) Seller shall have ten (10) days (or such longer period as Buyer's Authorized Representative may authorize in writing) to cure any such failure after receipt of notice from Buyer. Seller, however, shall not have the opportunity to cure default relating to delivery schedule delays (i.e., any failure to meet the delivery schedule), bankruptcy, or an adverse change in financial condition.
- (c) If this Agreement is terminated in whole or in part as provided in this provision, Buyer may procure, upon such terms and in such manner as Buyer may deem appropriate, Work similar to that terminated, and Seller shall be liable to Buyer for any incidental and also for direct damages (i.e., excess or re-procurement costs) and consequential damages incurred for such similar Work. At no

additional cost to Buyer, Seller shall reasonably cooperate with Buyer's re-procurement of any terminated Work, whether to be performed by Buyer or a third-party.

- (d) If this Agreement is terminated in whole or in part as provided in this provision, Seller shall be compensated only for Work actually delivered and accepted by Buyer. Buyer, however, may withhold from amounts otherwise due Seller such sum, as Buyer determines to be necessary, to protect Buyer against loss because of outstanding liens, or claims of former lienholders, and/or damages incurred by Buyer. Buyer also may require Seller to deliver to Buyer any supplies and materials, manufacturing materials, and manufacturing drawings that Seller has produced or acquired for the terminated portion of this Agreement. The Parties shall agree on the amount of payment for these other deliverables.
- (e) If, after notice of termination of this Agreement as provided in this clause, it is determined for any reason that Seller was not in default or that the default was excusable, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to the "Termination for Convenience" provision of this Agreement.
- (f) The rights and remedies of Buyer provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity or under this Agreement including, without limitation, cancellation of this Agreement.
- (g) Seller shall continue all Work not terminated or cancelled.

37. FORCE MAJEURE/EXCUSABLE DELAY

Neither Party shall be liable for damages resulting from delays in performance of any obligations under this Agreement when such delays arise out of causes beyond that Party's reasonable control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy, acts of any Government authority, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, or unusually severe weather. If any delay in Seller's performance of the Work under this Agreement is caused by the delay of a subcontractor of Seller, and if such delay arises out of causes beyond the reasonable control, and without the fault or negligence of both Seller and Seller's subcontractor, Seller shall not be liable to Buyer for damages unless the Work to be furnished by Seller's subcontractor was obtainable from other sources in sufficient time to permit Seller to meet the required delivery schedule. Seller shall notify Buyer in writing within ten (10) days after the beginning of any such cause.

38. DISPUTES

- (a) All disputes, controversies, or claims arising out of, or relating to, this Agreement, or the breach, termination, or invalidity thereof (each, a "Dispute"), shall first be submitted in writing to the other Party. The Parties, at the senior management level or other such ascending levels of management of the respective Parties, agree to enter into good faith negotiations to resolve any such Dispute.
- (b) If a Dispute cannot be resolved to both Parties' mutual satisfaction, after good faith negotiations, either Party may bring suit only in the state or federal court located in Washoe County, Nevada. Both Parties hereby irrevocably consent to the personal jurisdiction of the state and federal courts located in Washoe County, Nevada, for any Dispute arising out of or in connection with this Agreement.
- (c) Each Party to this Agreement hereby irrevocably: (i) submits to the exclusive jurisdiction of any state or federal court sitting in Washoe County, Nevada, in any legal action arising out of or relating to this Agreement; (ii) agrees that any such legal action may be heard and determined only in any such court; (iii) hereby waives any claim of inconvenient forum or other challenge to venue in such court; and (iv) agrees not to bring any legal action arising out of or relating to this Agreement in another venue.
- (d) To the maximum extent permitted by applicable law, each Party hereby irrevocably waives any right it may have to a trial by jury in respect to any Dispute arising out of or in connection with this Agreement.
- (e) No legal action may be brought by Seller with respect to any Dispute arising out of or in connection with this Agreement unless such legal action is initiated within one (1) year following the date of the occurrence of the event or facts giving rise to the Dispute. If any legal action is initiated more than one (1) year following the date of the occurrence of the event or facts giving rise to the Dispute, it shall be considered waived, time-barred, and precluded by operation of this clause. A Dispute shall accrue for the purposes of this subparagraph (e) when Seller has knowledge of, or should reasonably know, the facts giving rise to any such Dispute.
- (f) Pending final resolution or settlement of any Dispute arising under this Agreement, Seller shall proceed diligently with the performance of any remaining Work under this Agreement as directed by Buyer.

39. CONSEQUENTIAL DAMAGES

EXCEPT FOR AMOUNTS DUE PURSUANT TO INDEMNIFICATION OBLIGATIONS, UNDER NO CIRCUMSTANCES SHALL BUYER BE LIABLE TO SELLER, INCLUDING ANY OF SELLER'S PERMITTED SUCCESSORS OR ASSIGNS, FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL LOSSES OR DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION AND WHETHER OR NOT SELLER HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES.

40. CHOICE OF LAW

The Agreement shall be governed by and construed and enforced in accordance with the law of the State of Nevada, excluding choice of law rules. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments shall not apply to this Agreement. Notwithstanding the above, any provision in the Agreement that is (i) incorporated in full text or by reference from the FAR, (ii) incorporated in full text or by reference from any agency regulations that implement or supplement the FAR, or (iii) substantially based on any such agency regulation or FAR provision, shall be interpreted according to the federal common law of government contracts as construed by federal judicial bodies, Boards of Contract Appeals, and quasi-judicial agencies of the federal government.

41. WARRANTY

- (a) Seller warrants all Work performed under this Agreement (i) shall be free from defect in design, materials, and workmanship and conform strictly to the specifications, drawings, or samples specified or furnished; (ii) shall be new and of the most suitable grade of

their respective kinds; (iii) shall be fit for and suitable for the purpose intended; and (iv) shall meet all of the performance requirements of this Agreement. Seller warrants all Services provided to be performed at a level of skill consistent with best practices within the related industry. The aforesaid express warranties shall be in addition to any standard warranty or guarantee of Seller, shall be construed as conditions as well as warranties, and shall not be exclusive.

- (b) The above-referenced warranties shall begin upon final acceptance of the Work under this Agreement by Buyer or by Buyer's Customer, whichever occurs later, and shall extend for a period of two (2) years (the "Warranty Period"). All warranties shall run to Buyer, including its permitted successors and assigns, Buyer's Customer, and any end-users of the Work delivered by Seller under this Agreement.
- (c) If any nonconforming Work is identified during the Warranty Period, Seller agrees to replace or to correct such nonconforming Work promptly without expense to Buyer, including all transportation and handling costs. If Seller, upon notice of any defect, fails promptly to correct or replace the Work as required herein, Buyer may, without further notice to Seller or Seller's sureties (if any), correct or replace such Work, and Seller shall reimburse Buyer for all costs incurred thereby. Work that has been rejected shall not thereafter be tendered by Seller for acceptance unless the former rejection and correction is identified and approved by Buyer. Repaired, replaced, or reperformed Work shall be subject to the provisions of this provision to the same extent as the original Work, except that the Warranty Period shall run from the later of final acceptance by Buyer's Customer or the last delivery date.
- (d) Seller warrants that the price(s) specified in the Agreement do not exceed the current selling price for the same or substantially similar Work, whether sold to the Government or to any other purchaser, taking into account the quantity and conditions of sale. Seller warrants that to the best of its knowledge, information, and belief, the prices charged for supplies/services covered by the Agreement are not in excess of the prices permitted by any applicable law or regulation.

42. CONTRACTUAL DIRECTION

Sole authority to make changes in, or amendments to, this Agreement and to effect deviations by way of addition or deletion from the Work performed by Seller under this Agreement is expressly granted to Buyer's Authorized Representative identified in the Agreement. All contractual direction, in order to be valid, must be written and signed by Buyer's Authorized Representative. Technical and engineering personnel may from time-to-time offer technical advice or discuss technical matters with Seller's personnel concerning the Work specified under this Agreement. No such advice or discussion shall constitute a change under the "Changes" clause of this Agreement and shall not be considered a basis for equitable adjustment unless expressly authorized in writing by Buyer's Authorized Representative.

43. RIGHTS AND REMEDIES

Except as otherwise limited in the Agreement, the rights and remedies of the parties set forth in the Agreement are cumulative and in addition to any other rights or remedies in law or equity. When multiple remedies are available to Buyer under the Agreement or otherwise, Buyer has the option to choose which remedy or remedies to pursue.

Except as may be expressly set forth in this document with the Government Contracting Officer's express consent, Seller shall not acquire any direct claim or direct course of action against the U.S. Government.

44. ASSIGNMENTS AND SUBCONTRACTING

Neither the Agreement, nor any interest or claim relating hereto, may be assigned or delegated by Seller to any third-party, nor may Seller further subcontract all or substantially all of the Work under this Agreement without the prior written consent of Buyer. Buyer's consent shall not be deemed to relieve Seller of its obligations to comply fully with the requirements of this Agreement. Without Buyer's written consent, Seller shall not subcontract for the design, manufacture, development, or procurement of any substantial portion of the Work under the Agreement. This limitation does not apply to Seller's purchase of standard commercial supplies or raw material. Notwithstanding the above, Seller may, without Buyer's consent, assign monies due or to become due hereunder, provided Buyer shall continue to have the right to exercise any and all of its rights hereunder, settle any and all claims arising out of, and enter into amendments to the Agreement, without notice to or consent of the assignee. Buyer shall be given written notice of any assignment and all invoices shall refer to the assignment.

45. CHANGE IN CONTROL OF SELLER

Prior to any potential change of control in the ownership of Seller constituting a simple majority of shares, equity, membership, or equivalent ownership interest in Seller, and at least ninety (90) days prior to the proposed effectiveness of such change of control, Seller shall notify Buyer in writing thereof and provide Buyer with information on the potential new controlling entity, including information about such party and the transaction as Buyer may request, subject to applicable law and confidentiality requirements.

46. SUPPLEMENTARY INFORMATION

Any specifications, drawings, notes, instructions, engineering notices, or technical data referred to in this Agreement shall be deemed to be incorporated herein by reference as if wholly set forth. In case of any discrepancies or questions on any matter arising from the Agreement, Seller shall request from Buyer a decision, instruction, or interpretation of such matters.

47. SPECIAL TOOLING

If the Agreement includes special tooling, payment of Seller's invoices for said special tooling is contingent upon Buyer's inspection, testing, and acceptance of the first piece produced by the special tooling.

48. LIENS

Seller shall immediately discharge or cause to be discharged any liens or the right in rem of any kind, other than in favor of Buyer which at any time exist or arise in connection with the Work performed under this Agreement. If any such lien or right in rem is not immediately discharged,

Buyer may discharge or cause to be discharged such lien or right at the expense of Seller. Seller agrees to insert this clause in any agreements with lower-tier subcontractors or vendors relating to this Agreement.

49. NOTICE AND DESIGNATION OF RESPONSIBLE INDIVIDUALS

Notices given under the Agreement must be in writing signed by an authorized officer of Buyer or Seller and will be effective upon receipt if sent by certified mail return receipt requested, by email, by facsimile transmission, or by a nationally recognized courier providing receipted delivery. Notices to be given under the Agreement shall be addressed to the addresses set forth in the Agreement or to such other addresses as a Party may properly, by written notice, designate.

50. INDEMNITY AND REIMBURSEMENT

Seller shall indemnify and hold Buyer harmless from any and all liability claims and/or demands based upon, connected with, or arising out of the performance of this Agreement by or for Seller; and Seller shall defend Buyer from any and all such claims, actions, and demands. Seller agrees that in the event Buyer's Customer withholds, reduces, recoups, disallows, and/or deletes the cost, overheads, and/or profits of Buyer due to any action or inaction on the part of Seller, Seller shall immediately repay Buyer for any such customer claim and/or loss.

51. INDEPENDENT CONTRACTOR RELATIONSHIP

Seller is an independent contractor in all its operations and activities under this Agreement. Seller shall be responsible for any costs or expenses including attorneys' fees, all expenses of litigation and/or settlement, and court costs arising from any act or omission of Seller, its officers, employees, agents, suppliers, or lower-tier subcontractors and vendors in the performance of the Agreement.

52. ELECTRONIC SIGNATURE

If this Agreement is transmitted electronically, the Parties agree that neither Party will contest the validity of this Agreement, or any acknowledgement thereof, based on the fact that such Agreement or acknowledgement contains an electronic signature or electronic image of an actual signature.

53. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Parties and supersedes all previous verbal or written representations, agreements, and conditions with respect to the subject matter hereof. No modification of the requirements of the Agreement, and no communications which vary from or add to any terms of the Agreement, will be binding unless in writing and signed by an authorized representative of Buyer.

54. SURVIVABILITY

If the Agreement expires, is completed, or is terminated, Seller is not relieved of the obligations contained in the following clauses:

- Proprietary Information
- Rights in Intellectual Property
- Intellectual Property Indemnity
- Warranty
- Invoice and Payment
- Disputes
- Termination for Convenience
- Termination for Default
- Independent Contractor Relationship
- Counterfeit or Suspect Parts
- Record Retention
- Indemnity and Reimbursement
- Choice of Law
- Compliance with Laws
- Rights & Remedies
- Order of Precedence
- Liens

55. NON-WAIVER

Any failure at any time of a Party to enforce any provision of the Agreement shall not constitute a waiver of such provision or prejudice the right of the Party to enforce such provision at any subsequent time, including any technical requirements, specifications, drawings, or a waiver of a default provision.

56. PARTIAL INVALIDITY

If any provision of the Agreement is or becomes void or unenforceable by force or operation of law, all other provisions shall remain valid and enforceable.

57. RECORD RETENTION

Seller shall retain all records associated with its performance of this Agreement for a minimum of five (5) years from the date of final payment received by Seller, such longer period of time that may be specified in FAR Part 4.70 or elsewhere in this Agreement, or as may be directed in writing by Buyer. Buyer shall have access to such records, and any other records Seller is required to maintain under this Agreement, for audit during normal business hours, upon reasonable notice, for so long as such records are required to be retained.

58. BUYER'S CUSTOMER COMMUNICATION, NEWS AND PUBLIC STATEMENTS OR RELEASES

- (a) Buyer shall be solely responsible for all communication with Buyer's Customer.
- (b) Seller shall not make, deny, or confirm any public statements, news releases, advertisement, media interviews, or public announcements (collectively, "Public Release") concerning this Agreement, the subject matter of this Agreement, or any phase of the Work to be performed pursuant to this Agreement unless Buyer, in its sole and absolute discretion, provides Seller with advance written approval of such Public Release. In furtherance of the foregoing, Seller shall submit the requested Public Release and detailed information concerning the applicable forum, publication, or media outlet in writing to Buyer no later than fourteen (14) days prior to the requested release date. Buyer's approval of a specific Public Release hereunder shall not operate or be construed as an approval of any previous or subsequent Public Release by Seller. This provision shall not apply to any disclosure deemed by a Seller's legal counsel to be required by law or by regulation of any federal, state, or local government agency.

59. RESERVED

60. RESERVED

61. PROHIBITION ON A BYTEDANCE COVERED APPLICATION

Seller acknowledges it does not have, nor use, a covered application on any information technology provided by it, including equipment provided by Seller's employees, as described by Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13 dated February 27, 2023, and "No TikTok on Government Devices" Implementation Guidance". Further details are available in FAR Clause 52.204-27.

62. PROHIBITION ON KASPERSKY LAB

- (a) Seller warrants that no articles obtained through this procurement include or contain hardware, software, components, or Services that have been developed or provided, in whole or in part, by Kaspersky Lab; any successor entity to Kaspersky Lab; any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or any entity of which Kaspersky Lab has a majority ownership.
- (b) In the event Seller identifies an article developed or provided by Kaspersky Lab or any associated entities, or Seller is notified of such by a subcontractor or supplier at any tier or any other source, Seller shall report in writing to SNC Procurement Compliance at ProcureCompliance@sncorp.com.
- (c) Seller shall report the following information within one (1) business day from the date of such identification or notification:
 - (i) Agreement number and any related release order number(s), if applicable;
 - (ii) Supplier name;
 - (iii) Brand, model number (Original Equipment Manufacturer (OEM) number), manufacturer part number, or wholesaler number;
 - (iv) Item description and any readily available information about mitigation actions undertaken or recommended.
- (d) Seller shall report the following information within ten (10) business days of submitting the report:
 - (i) Any further available information about mitigation actions undertaken or recommended. In addition, Seller shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

63. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- (a) The following clauses are incorporated by reference, as if fully set forth herein, and apply to the extent indicated therein: FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment, FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, FAR 52.204-26 Covered Telecommunications Equipment or Services—Representation, DFARS 252.204-7016 Covered Defense Telecommunications Equipment or Services—Representation, DFARS 252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, and DFARS 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services.
- (b) If Seller is notified of any prohibited activity by a supplier at any source, Seller will report this in writing to SNC Procurement Compliance at ProcureCompliance@SNCorp.com.
- (c) Within one (1) business day from the date of notification, Seller will provide:
 - (i) Agreement number and any related release order number(s), if applicable;
 - (ii) Supplier name, unique entity identifier (if known), and supplier CAGE code (if known);
 - (iii) Brand, model number OEM number, manufacturer part number, or wholesaler number;
 - (iv) Item description; and
 - (v) Any readily available information about mitigation actions taken or recommended.
- (d) Within ten (10) business days of submitting the report:
 - (i) Any further available information about mitigation actions taken or recommended in this instance;
 - (ii) Description of the efforts Seller took to prevent use of covered telecommunications, video surveillance equipment, or Services from the People's Republic of China and the Russian Federation; and
 - (iii) Any additional efforts Seller makes to prevent future use.

64. COMBATING TRAFFICKING IN PERSONS

- (a) Seller agrees to prohibit trafficking in persons during the performance of this Agreement. This includes all activities involving trafficking in persons, the procurement of commercial sex acts, and the use of forced labor as outlined in U.S. laws and regulations, including but not limited to the Trafficking Victims Protection Act of 2000 (22 U.S.C. § 78) and Executive Order 13627.
- (b) If Seller becomes aware of any prohibited activity, it will immediately notify Procurement Compliance as ProcureCompliance@SNCorp.com, including:
 - (i) The known details of the prohibited trafficking activity, including type of activity, timeframe, location of the occurrence(s), and any other information Seller used to assess the credibility of the detection or notification of the activity;
 - (ii) Any actions Seller has taken to remediate; and
 - (iii) Any actions Seller has taken to refer the trafficking-related activity information to law enforcement or other public authorities.
- (c) Seller's failure to comply with this provision may be considered a material breach of this Agreement.