



Space Information Laboratories, LLC
Terms and Conditions for Standard Procurement
501216 Revision A (1/21/2019)

SECTION 1: ACCEPTANCE AND MODIFICATION OF TERMS

Acceptance of this Purchase Order (Order) by Seller may be made by signing and returning a copy of this Order; delivery of any of the goods or services ordered; informing the Buyer in any manner of commencement of performance; returning Seller's own form of acknowledgement; or another form of acknowledgement of this Order by Seller (e.g. email confirmation). Any such acceptance shall constitute an unqualified agreement to all terms and conditions set forth herein unless otherwise modified in writing by the parties. Any additions, deletions or differences in the terms proposed by Seller are objected to and hereby rejected, unless Buyer agrees otherwise in writing. No additional or different terms and conditions proposed by the Seller in accepting this Order shall be binding upon Buyer unless accepted in writing by Buyer and no other addition, alteration or modification to, and no waiver of any of the provisions herein contained shall be valid unless made in writing and executed by Buyer and Seller. Seller shall perform in accordance with the Description/Quantity schedule set forth in this Order and all attachments thereto.

SECTION 2: GENERAL RELATIONSHIP

Seller is not an employee of SIL for any purpose whatsoever. Seller agrees that in all matters relating to this Order it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Order. Seller shall have no right, power or authority to create any obligation, expressed or implied, on behalf of Buyer and/or Buyer's customers and shall have no authority to represent Buyer as an agent.

SECTION 3: SUBCONTRACTS AND ASSIGNMENTS

Seller agrees to obtain Buyer's approval before subcontracting this Order or any substantial portion thereof; provided however, that this limitation shall not apply to the purchase of standard commercial supplies or raw materials. Further, this Order shall not be assigned or delegated by Seller without the prior written consent of Buyer.

SECTION 4: RESPONSIBILITY FOR PROPERTY

In the case of any tools, dies, jigs, fixtures, patterns, equipment, facilities or other property (hereafter "property") of Buyer and/or Buyer's customer, which may be in possession, or control of Seller in connection with this Order, Seller shall use such property only in performance of and as specifically authorized by this Order. Seller should take appropriate measures including clearly marking, maintaining an inventory and segregating Buyer's property to protect Buyer's rights and interests in any property provided by Buyer to Seller. Such property shall be returned to Buyer in the condition in which it was received by Seller, except for ordinary wear and tear and except to the extent that such property has been incorporated into goods delivered hereunder or has been consumed in the production of such goods. Risk of loss with respect to all such property shall be the responsibility of Seller. Seller shall indemnify, defend and hold harmless Buyer from any loss or damage to such property, which is caused by, or results from any act or omission on the part of Seller or its agents, employees or subcontractors. If Seller acquires or manufactures any property in connection with this Order and charges Buyer therefore, Buyer may, at its option upon completion or termination of this Order, act to take title to such property and, upon receiving notice of such election; Seller shall deliver such property to Buyer.

SECTION 5: RESPONSIBILITY FOR SUPPLIES

Seller shall bear the risk of loss of, or damage to, the supplies covered by this Order, until delivered to Buyer's facility (or to such other place as may be designated in the face of the Order) and accepted by Buyer, including any effective, non-conforming or rejected supplies.



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SECTION 6: INTERCHANGEABILITY

All Items furnished pursuant to this Order under the part number specified shall be fully interchangeable with and equal in function and quality to items heretofore furnished under the same part number.

SECTION 7: PACKAGING AND SHIPPING

Any goods purchased hereunder must be suitably packed and prepared for shipment to secure the lowest transportation rates or appropriately packed to comply with any specific transportation specifications of Buyer, and in all cases, to comply with carrier's regulations. All charges for packing, crating and transportation are included in the price for the goods set forth herein and will be paid by Seller. A packing list shall accompany each box or package shipment showing the order number specified hereon as well as the item number and a description of the goods. In the event that no such packing list accompanies any shipment, the count, weight or other measure of Buyer shall be final and conclusive. Buyer shall not be obligated to accept any shipments in excess of the ordered quantity and any excess or advance shipments may be returned to Seller at Seller's expense.

SECTION 8: CHANGES AND SUSPENSION

Buyer may, by written notice to Seller at any time, make changes within the general scope of this Order in any one or more of the following: (a) drawings, designs or specifications; (b) quantity; (c) time or place of delivery; (d) method of shipment or packing; and (e) the quantity of Buyer furnished property. Buyer may, for any reason, direct Seller to suspend, in whole or in part, delivery of goods or performance of services hereunder for such period of time as may be determined by Buyer in its sole discretion. If any such change or suspension causes a material increase or decrease in the cost of, or the time required for the performance of any part of the work under this Order, an equitable adjustment shall be made in the Order price or delivery schedule, or both, provided Seller shall have notified Buyer in writing of any claim for such adjustment within twenty (20) business days from the date of notification of the change or suspension from Buyer. No such adjustment or any other modification of the terms of this Order will be allowed unless authorized by Buyer by means of a written modification to this Order. Seller shall proceed with the work as changed without interruption and without awaiting settlement of any such claim.

SECTION 9: NOTICE OF DELAYS

Whenever the Seller has knowledge that any actual or potential issue, event, or circumstance is delaying or threatens to delay the timely performance of this Order, the Seller shall immediately give written notice thereof, including all relevant information with respect thereto, to the Buyer.

SECTION 10: APPLICABLE STATE LAW AND COMPLIANCE

The Order entered into pursuant to its acceptance by Seller shall be governed by and construed in accordance with the laws of the State of California, Santa Barbara County, and any action resulting from this Order are to be initiated in the State of California unless otherwise agreed to between the parties. Seller shall comply with the applicable provisions of any federal, state or local law or ordinance and all orders, rules and regulations issued there under. Seller shall be responsible for compliance with all the requirements and obligations to its employees under all local, state, and federal statutes, ordinances, rules, and obligations 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 contributions and withholding; unemployment insurance; employers liability insurance; worker's compensation; veteran's rights; and all other employment, labor, or benefits related laws.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation



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prohibits discrimination against qualified protected Veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified Veterans.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.59(A). This regulation prohibits discrimination against qualified individuals on the basis of disability, require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

SECTION 11: DELIVERY

Time is of the essence in this Order. The date specified for delivery or performance is the required delivery date at Buyer's facility or other specified location (Free-On-Board— Destination), unless otherwise specifically noted herein. Buyer reserves the right to refuse any goods or services and to cancel all or any part hereof if Seller fails to deliver all or any part of any goods or perform all or any part of any services in accordance with the terms specified herein. If Seller's deliveries will not meet agreed schedules, Buyer may require Seller to ship via a more rapid route or carrier in order to expedite such delivery and any difference in cost caused by such change shall be paid by Seller. Delivery shall not be deemed to be complete until goods have been actually received and accepted by Buyer, notwithstanding delivery to any carrier, or until orders for services have been performed, received and accepted. Seller agrees to deliver to Buyer the articles covered by this Order free and clear of all liens, claims, and encumbrances.

SECTION 12: INSPECTION

All goods supplied and services performed shall be subject to inspection and test by Buyer, its agents and its customers at all reasonable times and places, whether during or after manufacture as to goods, or performance as to services, and notwithstanding the terms of delivery or payment or, as to goods, that title has not yet passed to Buyer or its customers. In the event goods or services are not in accordance with the specifications and instructions of Buyer, Buyer may require prompt correction, repair, replacement or re-performance thereof at Buyer's option and Seller's sole expense. If Seller is unable to accomplish the foregoing, then Buyer may procure such goods or services from another source and charge to Seller's account all costs, expenses and damages associated therewith. After Seller is notified of the foregoing defects or nonconformances, all risk of loss with respect to such goods shall be the responsibility of Seller and Seller shall pay all packing and shipping charges in connection with such defective or non-conforming goods. Buyer's approval of designs furnished by Seller shall not relieve Seller of its obligations hereunder.

SECTION 13: ACCEPTANCE

Acceptance of any part of the Order shall not bind Buyer to accept future shipments or performance of services nor deprive it of the right to return goods already accepted and shall not be deemed to be a waiver of Buyer's right to cancel or return all or any part of the goods because of failure to conform to the Order or by reason of defects, whether latent or patent, or other breach of warranty, or to make any claim for damages, including manufacturing cost or loss of profits, injury to reputation or other special, consequential and incidental damages.

SECTION 14: PAYMENT

Seller shall provide a completed W-9, Request for taxpayer Identification Number and Certification to SIL prior to the commencement of work.

Invoices shall be submitted in duplicate and shall contain the following information: order number, item number, description of articles, sizes, quantities, unit prices and extended totals. Invoices submitted hereunder will be paid net 30 days after receipt of proper invoice or acceptance of delivered items by the Buyer, whichever occurs later.



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Before payment, Buyer may make any adjustments to Seller's invoices to accommodate shortages, late delivery, rejections, or other failure to comply with the requirements of this Order. Cash discounts will be taken from the date of final acceptance of delivered items, or the date of acceptable invoice, whichever is later. Payment shall not constitute final acceptance. Buyer may offset against any payment hereunder any amount owed to Buyer by Seller.

SECTION 15: WARRANTY

Seller represents and warrants that: (1) all goods delivered pursuant hereto shall be new, unless otherwise specified, and free from defects in material and workmanship; (2) all goods shall conform to applicable specifications, drawings, and standards of quality and performance, and all items shall be free from defects in design and suitable for their intended purpose; (3) the goods covered by this Order are fit and safe for consumer use, if so intended; and (4) that any services performed hereunder shall be performed in accordance with the specifications and instructions of Buyer, and with that degree of skill and judgment exercised by recognized professional firms performing services of a similar nature and consistent with best practices in the industry. All representations and warranties of Seller shall run to Buyer and Buyer's customers. Warranty shall begin upon final acceptance and extend for a period of one (1) year. Remedies under this warranty shall include, without limitation, at Buyer's option and Seller's sole expense, prompt repair, replacement, re-performance, or reimbursement of the purchase price. The foregoing warranties shall survive any delivery, inspection, acceptance or payment by Buyer.

SECTION 16: TERMINATION FOR CONVENIENCE

Buyer may terminate this Subcontract, in whole or in part, at any time for any reason whatsoever by giving written notice to the Seller. If this Subcontract is so terminated, Buyer shall pay Seller only for that portion of the services actually performed and for documented expenses incurred by Seller and authorized by Buyer prior to the date of termination. Under no circumstance shall Buyer be liable for any other damages whatsoever, including loss of anticipated profit on account of such termination. Notwithstanding any partial termination of services, Seller shall continue to perform and complete any remaining services required.

SECTION 17: TERMINATION FOR DEFAULT

- (a) Buyer may, by written notice of default to Seller, terminate the whole or any part of this Order in any one of the following circumstances:
 - (i) Seller fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
 - (ii) Seller fails to perform any of the other provisions of this Order or so fails to make progress as to endanger performance of this Order in accordance with its terms, and in either of the circumstances specified in this subpart (a)(ii) does not cure such failure within a period of 10 business days (or such longer period as Buyer may authorize in writing) after receipt of notice from the Buyer specifying such failure;
 - (iii) Seller becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its liability to pay its debts as they become due; or
 - (iv) Seller fails to provide Buyer, in writing, within the time specified by Buyers, adequate assurances of performance by Seller.
- (b) If this Order is so terminated, Buyer may procure or otherwise obtain, upon such terms and in such manner as Buyer may deem appropriate, supplies or services similar to those terminated. Seller, subject to the exceptions set forth below, shall be liable to Buyer for any excess costs of such similar supplies or services.
- (c) Seller shall transfer title and deliver to Buyer, in the manner and to the extent requested in writing by Buyer at or after termination, such complete or partially completed articles, property, materials, parts, tools, dies,



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- (d) patterns, jigs, fixtures, plans, drawings, information and contract rights as Seller has produced or acquired for the performance of the terminated part of this Order and Buyer will pay Seller the contract price for completed articles delivered to and accepted by Buyer and the fair value of the other property of Seller so requested and delivered.
- (e) Seller shall continue performance of this Order to the extent not terminated. Buyer shall have no obligations to Seller in respect to the terminated part of this Order except as herein provided. Buyer's rights as set forth herein shall be in addition to any other rights in case of Seller's default.
- (f) Seller shall not be liable for damages resulting from default due to causes beyond Seller's control and without Seller's fault or negligence, provided, however, that if Seller's default is caused by the default of a subcontractor or supplier at any tier, such default must arise out of causes beyond the control of both Seller and subcontractor or supplier, and without the fault or negligence of either of them and, provided further, the supplies or services to be furnished by the subcontractor or supplier were not obtainable from other sources.

SECTION 18: TAXES

United States government contracts and subcontracts let to SIL are exempt from the inclusion of federal tax to the purchase price on every item of every government-based Order.
SIL's tax exemption and resale number is SRGH-102-057613.

The price(s) set forth in purchase orders shall otherwise include all applicable federal, state and local taxes and duties.

SECTION 19: ADVERTISING

Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has furnished or contracted to furnish Buyer with the supplies or services hereunder or disclose any of the details connected with this Order to any third party, except as may be required to perform this Order.

SECTION 20: INSURANCE AND SAFETY INSURANCE

For Seller's requiring access to Buyer's/Buyer's customer's facility, Seller shall provide a current certificate of insurance. In accordance with subparts (a) and/or (b) below, upon Buyer's request Seller agrees to provide Certificates of Insurance evidencing that the required insurance coverages are in force and providing not less than twenty (20) business days' notice prior to any cancellation or restrictive modification of the policies. Further, the required insurance coverages below shall be primary and non-contributing with respect to coverage's and their limits in no way lessen nor affect Seller's other obligations or liabilities set forth in this Order.

- (a) To the extent that Seller is performing services under this Order, Seller agrees to purchase and maintain at its own expense the following insurance coverages with minimum limits as stated:
 - (i) Statutory Workers' Compensation and Employers' Liability in an amount no less than \$1 million per occurrence covering its employees, including a waiver of subrogation obtained from the carrier in favor of Buyer;
 - (ii) Commercial General Liability in an amount no less than \$1 million per each occurrence, and;
 - (iii) \$2 million in the aggregate covering bodily injury, broad form property damage, personal injury, products and completed operations, contractual liability, and independent contractors' liability. Buyer, its officers and employees shall be included as Additional Insured's and a waiver of subrogation shall be obtained from the carrier in favor of Buyer;
 - (iv) Automobile Liability in an amount no less than \$1 million Combined Single Limit for Bodily Injury covering use of all owned, non-owned, and hired vehicles. Buyer, its officers and employees shall be included as Additional Insured's on the policy;
 - (v) Professional Liability in an amount no less than \$1 million per occurrence covering damages caused by



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any acts, errors, and omissions arising out of the professional services performed by Seller, or any person for whom the Seller is legally liable. To the extent that coverage for Seller's services are not excluded in (ii) above by virtue of being deemed not of a professional nature, this requirement does not apply.

- (vi) All-Risk Property Insurance in an amount adequate to replace property, including supplies covered by this Order of Buyer and/or Buyer's customer which may be in the possession or control of Seller. Buyer shall be named as a loss payee with respect to loss or damage to said property and/or supplies furnished by Buyer.;
- (b) To the extent that Seller is providing products under this Order, Seller agrees to purchase and maintain at its own expense the following insurance coverages with minimum limits stated:
 - (i) Commercial General Liability as described above in Section 20 (a) (ii);
 - (ii) Product Liability in an amount no less than \$1 million per occurrence covering bodily injuries or property damage arising out of defective products or work completed. To the extent that coverage for Seller's products are not excluded in (i), this requirement does not apply;
 - (iii) All-Risk Property Insurance (as described above in Section 20 (a) (v)) in an amount adequate to replace property of Buyer and/or Buyer's customer, including supplies covered by this Order, which may be in the possession or control of Seller. Buyer shall be named as a Loss Payee with respect to loss or damage to said property and/or supplies furnished by Buyer.

SECTION 21: SAFETY

All suppliers of goods and services to SIL are responsible for compliance with EPA, OSHA, and state/local requirements. Any Seller that is performing services on-site shall provide a comprehensive Project Safety Plan to SIL that demonstrates how the Seller shall comply with applicable safety requirements as required by OSHA 29 CFR 1910 and/or 1926 standards as they pertain specifically to the work to be performed by the Seller. In addition, the Seller shall provide their previous 3 years Recordable Incident Rate Calculation and supporting data (OSHA 300A) forms. If the Seller is exempt from recordkeeping requirement per OSHA 29 CFR 1904, justification for the exemption shall be submitted in writing. The Safety Plan and other documents must be reviewed and approved by SIL prior to the start of any work.

SECTION 22: CONFIDENTIALITY AND USE OF BUYER FURNISHED ITEMS/INFORMATION

Seller agrees that it will keep confidential and not disclose, disseminate or publish the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data, computer programs and software or technical or proprietary or confidential information furnished, loaned or bailed by Buyer hereunder (hereinafter collectively referred to as "Items/Information"), and use such Items/Information only in the performance of this Purchase Order and not otherwise, without Buyer's prior written consent. Notwithstanding any other provision herein, Buyer and Seller shall each retain ownership of, and all right, title and interest in and to, their respective pre-existing Intellectual Property. All such Items furnished, loaned or bailed by Buyer hereunder, or fabricated, manufactured, purchased, or otherwise acquired by Seller for the performance of this Purchase Order and specifically charged to Buyer, are the property of Buyer. Upon completion, expiration or termination of the Order, Seller shall return all such Items in good condition, reasonable wear only excepted, together with all spoiled and surplus Items to Buyer, or make such other disposition thereof as may be directed or approved by Buyer. Seller agrees to replace, at its expense, all such Items not so returned. Seller shall make no charge for any storage, maintenance or retention of such Items. Seller shall bear risk of loss for all such Items in Seller's possession. Seller also agrees to use any designs or data contained or embodied in such Items in accordance with any restrictive legends placed on such Items by the Buyer or any third party. If Buyer furnishes any material for fabrication hereunder, Seller agrees:

- (i) to substitute any other material for such fabrication without Buyer's prior written consent, and (ii) that title to such material shall not be affected by incorporation in or attachment to any other property.



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SECTION 23: PATENTS AND DATA

- (a) If any experimental, developmental or research work is performed hereunder, Seller agrees to and hereby does grant to Buyer an irrevocable, non-exclusive, fully transferable, royalty-free license to make, have made, use and sell and invention, improvement or discovery (whether or not patent-able) that Seller conceives or first actually reduces to practice in the performance of this Order.
- (b) Seller agrees to and hereby does grant to Buyer an irrevocable, non-exclusive, fully transferable, royalty-free license to reproduce, translate, publish, use and disclose, and to authorize others to do so, for any purpose, (i) any copyrighted or copyrightable material delivered or incorporated into any deliverable hereunder; and (ii) all or any part of any deliverable hereunder, including without limitation, and reports, drawings, blueprints, data, software and technical information.

SECTION 24: INDEMNIFICATION

- (a) Seller shall indemnify, defend and hold SIL and SIL's customers harmless from and against any and all damages, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of or relating to any claims, causes of action, lawsuits or other proceedings, regardless of legal theory, that result in whole or in part, from Seller's (or any of Seller's subcontractors, suppliers, employees, agents or representatives): (i) intentional misconduct, negligence, or fraud, (ii) breach of any representation, warranty or covenant made herein, or (iii) products or services including, without limitation, any claims that such products or services infringe any United States patent, copyright, trademark, trade secret or any other proprietary right of any third party.
- (b) Buyer shall promptly notify Seller of any claim against Buyer that is covered by this indemnification provision and shall authorize representatives of Seller to settle or defend any such claim or suit and to represent Buyer in, or to take charge of, any litigation in connection therewith.

SECTION 25: INFRINGEMENT INDEMNITIES

Seller shall indemnify, defend and hold Buyer and Buyer's customers (hereinafter collectively referred to as "Buyer") harmless from and against any claim, suit or proceeding ("claim") brought against Buyer asserting that the goods or services, or any part thereof, furnished under this Order, or Buyer's use (including resale) thereof, constitutes an infringement of any patent, trademark, trade secret, copyright or other intellectual property right, and Seller shall pay all damages and costs awarded against and reasonable expenses incurred by Buyer in connection with such claim including reasonable attorney's fees. In the event such goods or services or use thereof are enjoined in whole or in part, Seller shall at its expense and option undertake one of the following: (i) obtain for Buyer the right to continue the use of such goods or services; (ii) in a manner acceptable to Buyer, substitute equivalent goods or services or make modifications thereto so as to avoid such infringement and extend this indemnity thereto; or (iii) refund to Buyer an amount equal to the purchase price for such goods or services plus any excess costs or expenses incurred in obtaining substitute goods or services from another source.

SECTION 26: NON-WAIVER OF RIGHTS

The failure of Buyer to insist upon strict performance of any of the terms and conditions in this Order or to exercise any rights or remedies shall not be construed as a waiver of its rights to assert any of same or to rely on any such terms or conditions at any time thereafter. Any rights and remedies specified under this Order shall be cumulative, non-exclusive and in addition to any other rights and remedies available at law or equity. The invalidity in whole or in part of any term or condition of this Order shall not affect the validity of other parts thereof.



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SECTION 27: EXPORT CONTROL COMPLIANCE FOR FOREIGN PERSONS

The subject technology of this Order (together including data, services, and hardware provided hereunder) may be controlled for export purposes under the International Traffic in Arms Regulations (ITAR) controlled by the U.S. Department of State or the Export Administration Regulations (EAR) controlled by the U.S. Department of Commerce. ITAR controlled technology may not be exported without prior written authorization and certain EAR technology requires a prior license depending upon its categorization, destination, end-user and end-use. Exports or re-exports of any U.S. technology to (any destination under U.S. sanction or embargo are forbidden. Access to certain technology (“Controlled Technology”) by Foreign Persons (working legally in the U.S.), as defined below, may require an export license if the Controlled Technology would require a license prior to delivery to the Foreign Person’s country of origin. Seller is bound by U.S. export statutes and regulations and shall comply with all U.S. export laws. Seller shall have full responsibility for obtaining any export licenses or authorization required to fulfill its obligations under this Subcontract. Seller hereby certifies that all Seller employees who have access to the Controlled Technology are U.S. citizens, have permanent U.S. residency or have been granted political asylum or refugee status in accordance with 8 U.S.C. 1324b(a)(3). Any non-citizens who do not meet one of these criteria are “Foreign Persons” within the meaning of this clause but have been authorized under export licenses to perform their work hereunder.

Seller agrees to notify Buyer if any deliverable under this Order is restricted by export control laws or regulations.

SECTION 28: STANDARDS OF BUSINESS ETHICS & CONDUCT

Space Information Laboratories, LLC is committed to business ethics and ensures that persons doing work under the organization’s control are aware of the importance of and are committed to ethical behavior and their contribution to product or service conformity. SIL staff operates to a standard of conduct based upon doing the right thing in all the work we do. SIL expects its suppliers of goods and services to also be aware of the importance of and be committed to ethics, and to cooperate with SIL to normative ethical practices. SIL reserves the right to terminate any order and relationship with any supplier found to demonstrate unethical behavior or practice and to seek appropriate remedy, correction and corrective action for failing to operate to normative ethical standards. In the event SIL staff is suspected of unethical behavior, please contact our ethics advisor for confidential reporting at ethics@spaceinformationlabs.com. Speaking up is the right thing to do and helps make our company an even better place to work. Retaliation against employees, customers and suppliers who raise concerns in good faith will not be tolerated.

SECTION 29: ANTI-KICKBACK ACT OF 1986

By accepting this Order, Seller certifies that it has not offered, provided, or solicited and will not offer, provide, or solicit any kickback in violation of FAR 52.203-7 or the Anti-Kickback Act of 1986 (41 USC §§ 51-58), both of which are incorporated herein by this specific reference, except that paragraph (c) (1) of FAR 52.203-7 shall not apply unless this Order exceeds \$100,000. “Kickback” means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind that is provided, directly or indirectly, for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or a subcontract relating to a prime contract. Seller agrees to indemnify, defend, and hold Buyer harmless from and against any losses, liabilities, offsets and expenses (including reasonable attorney’s fees) arising out of or relating to Seller’s failure to comply with the provisions of the Anti- Kickback Act or FAR 52.203-7.

SECTION 30: ORGANIZATIONAL CONFLICTS OF INTEREST

By accepting this Order, the Seller represents to the best of the Sellers knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI) and Seller complies with FAR 9.5. If the Seller was aware of a potential OCI prior to award or disclosed an actual or potential conflict



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after award and did not disclose or misrepresented relevant information to SIL, SIL may terminate the Seller for default, or pursue such other remedies as may be permitted by law. In the event that an Order is issued to the Seller that would require activity that would create a potential OCI, the Seller shall notify SIL of a potential conflict; and, recommend to SIL an alternate approach which would avoid the potential conflict, or present for approval a conflict of interest mitigation plan. The Seller shall not commence work on under an Order related to a potential OCI until specifically notified by SIL to proceed.

SECTION 31: ORDER OF PRECEDENCE

In the event of inconsistency or conflict between provisions of this Order, the inconsistency or conflict shall be resolved by giving precedence in the following order:

1. Terms on the face of the Order and any purchase descriptions contained therein
2. The Order and Terms and Conditions for Standard Procurement
3. Statement of Work
4. Specifications and/or drawings
5. Other provisions when attached or incorporated by reference

SECTION 32: ENTIRE AGREEMENT

This Order integrates, merges, and supersedes, where conflicting, any and all prior offers, communications, negotiations, and agreements, written or oral, concerning the subject matter hereof and, together with exhibits, attachments, referenced documents issued hereunder, constitutes the entire agreement between the parties and may be modified only by a written instrument executed by an authorized agent of Buyer.