



DOC 1 EDU
COMMERCIAL PURCHASE ORDERS PLACED WITH A
COLLEGE, UNIVERSITY, OR OTHER EDUCATIONAL INSTITUTION

Definitions	11. Termination for Convenience	23. Furnished Property
1. Acceptance, Merger, and Severability	12. Stop Work	24. Prohibited Software
2. Changes	13. Assignment	25. Gratuities/Kickbacks
3. Disputes, Governing Law, and Legal Notification	14. Timely Performance	26. Independent Contractor Relationship
4. Rights and Remedies	15. Packing and Shipment	27. Insurance
5. Compliance with Laws	16. Inspection and Acceptance	28. Information Security
6. Ethical Business Practices	17. Sources of Supply	29. Payments, Taxes, and Duties
7. Conflicts of Interest	18. Maintenance of Records	30. Precedence
8. Export Control	19. Protection of Confidential Information	31. Survivability
9. Force Majeure	20. Public Release of Information	32. Warranty
10. Default	21. Communication with ULA's Customer	
	22. Intellectual property	

DEFINITIONS

As used herein, the following terms shall have the meanings set forth below:

- (a) "Background Intellectual Property" means all Intellectual Property Made by or for a party apart from the performance of Work under this Contract.
- (b) "Contract" means the instrument of contracting, such as "Purchase Order", "PO", "Subcontract", or other such type designation, that includes these General Provisions, all referenced documents, exhibits, and attachments. If these terms and conditions are incorporated into a "master" agreement that provides for releases, (in the form of a Purchase Order or other such document) the term "Contract" shall also mean the release document for the Work to be performed.
- (c) "CONTRACTOR" means the party identified on the face of this Contract with whom ULA is contracting. CONTRACTOR shall mean the same as supplier, seller, vendor or other such type designation.
- (d) "Dispute(s)" means any dispute, claim, controversy, or proceeding of whatever nature arising out of, in connection with, or relating to the Contract, or breach thereof, whether sounding in contract, tort, or otherwise.
- (e) "Foreground Intellectual Property" means all Intellectual Property Made by or for a party in the performance of Work under this Contract.
- (f) "Intellectual Property" means all (i) inventions, discoveries, and improvements, (ii) all documented information in whatever form such as information embodied in drawings, test data, specifications, process documents, technical reports, and computer software (e.g., object code and source code) and related computer software documentation, and/or (iii) all domestic and foreign legal and statutory rights to the foregoing, including but not limited to, patents, trade secrets, copyrights, mask work registrations, and the like.
- (g) "Made" means conceived, developed, first produced, or created.
- (h) "Special Provisions" means ULA's contractual terms and conditions documents that call out unique contractual requirements as they pertain to requirements including, but not limited to, quality assurance, conditions of shipment, property management, site requirements, as applicable.
- (i) "Supplemental Documents" means ULA's contractual terms and conditions documents that supplement this Doc 1, ULA General Provisions document
- (j) "ULA Procurement Representative" means the person authorized by ULA's cognizant procurement organization to administer and/or execute this Contract.
- (k) "ULA" means United Launch Alliance, LLC, as identified on the face of the Contract.
- (l) "ULA's Customer" means any Government or commercial agency/entity ULA is under or will be under contract to support.
- (m) "Work" means all required labor, articles, materials, supplies, goods, services, and deliverable data, information and records embodying such information constituting the subject matter of this Contract.

GENERAL PROVISIONS

1. ACCEPTANCE, MERGER, AND SEVERABILITY

- (a) CONTRACTOR's execution of this Contract, written acknowledgment, acceptance of payment, or commencement of performance, shall constitute CONTRACTOR's unqualified acceptance of this Contract.
- (b) Unless expressly accepted in writing by ULA, and incorporated into this Contract, additional or differing terms or conditions proposed by CONTRACTOR or included in CONTRACTOR's acknowledgment are objected to by ULA and have no effect.
- (c) This Contract integrates, merges, and supersedes any prior offers, negotiations, proposals, term sheets, and agreements concerning the subject matter hereof and constitutes the entire agreement between the parties.
- (d) Each clause, paragraph, and subparagraph of this Contract is severable, and if one or more of them are declared invalid or unlawful, the remaining provisions of this Contract will remain in full force and effect.
- (e) The headings and tables used in this Contract are inserted for the convenience of the parties and shall not define or limit the scope or intent of the provisions of this Contract.
- (f) The provisions of this Contract, including all exhibits and attachments, shall be binding upon and inure to the benefit of the parties and their respective successors and any permitted assignees.

2. CHANGES

- (a) Only the ULA Procurement Representative has authority to make changes to this Contract. All changes shall be mutual, in writing, and executed by the parties.
- (b) ULA personnel other than the ULA Procurement Representative may from time-to-time render assistance, give technical advice or discuss or effect an exchange of information with CONTRACTOR's personnel concerning the Work hereunder. No such action shall be deemed to be a change and shall not be the basis for an equitable adjustment.

3. DISPUTES, GOVERNING LAW, AND LEGAL NOTIFICATION

- (a) Any Dispute that is unresolved through mutual agreement or alternative dispute resolution may be decided by recourse to an action at law or in equity. **Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury regarding any litigation directly or indirectly arising out of under or in connection with this Contract.**
- (b) This Contract, and any Dispute, shall be governed in accordance with the laws of the State of Colorado, excluding that State's conflicts of law provisions. Any lawsuit filed regarding this Contract shall be filed in either the Colorado District Court located in Arapahoe County, Colorado or the United States District Court located in Denver, Colorado. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.
- (c) CONTRACTOR agrees to provide ULA with prompt written notification of any legal action, subpoena, claim, notice, demand, or other legal proceeding brought against CONTRACTOR relating to or arising out of the Work performed under this Contract.

4. RIGHTS AND REMEDIES

- (a) Except as otherwise limited in this Contract, the rights and remedies set forth herein are cumulative and in addition to any other rights or remedies that the parties may have at law or in equity. Any failures, delays, or forbearances of either party in insisting upon or enforcing any provisions of this Contract, or in exercising any rights or remedies under this Contract, shall not be construed as a waiver or relinquishment of any such provisions, rights, or remedies; rather, the same shall remain in full force and effect.
- (b) ULA's approval of CONTRACTOR's technical and quality specifications, drawings, plans, procedures, reports, and other documents shall not relieve CONTRACTOR of its obligations to comply with the requirements of this Contract.

5. COMPLIANCE WITH LAWS

- (a) In performing this Contract, CONTRACTOR agrees to comply with all applicable local, state, and federal laws, orders, rules, regulations, codes, and ordinances ("Laws") as well as all licenses/permits issued in connection with the performance of this Contract that may affect performance of this Contract. CONTRACTOR shall not knowingly take any action that would cause ULA to be in violation of any such Laws, regulations, or licenses/permits. CONTRACTOR shall cooperate with, and provide access to, regulatory agencies or other authorities acting in an enforcement or compliance role. Subject to applicable law, CONTRACTOR shall indemnify, defend, and hold harmless ULA against

any liability, fine, or penalty that may be imposed upon ULA as a result of CONTRACTOR's failure to comply with such Laws, regulations, or licenses/permits.

- (b) CONTRACTOR represents that each chemical substance constituting or contained in Work sold or otherwise transferred to ULA hereunder is on the approved list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.) as amended.
- (c) CONTRACTOR, at its expense, shall provide reasonable cooperation to ULA and ULA's Customer in conducting any investigation regarding the nature and scope of any failure by CONTRACTOR or its personnel to comply with applicable Laws that may relate to or affect the performance of CONTRACTOR's obligations under this Contract.
- (d) CONTRACTOR shall provide to ULA, with each delivery, any Safety Data Sheet applicable to the Work in conformance with and containing such information as required by the Occupational Safety and Health Act of 1970 as amended and regulations promulgated thereunder, or a state approved counterpart.
- (e) CONTRACTOR represents and warrants that it is not disqualified from receiving federal government contracts, meaning that it is not an excluded party as recorded in the System for Award Management (SAM) exclusion file available at SAM.gov. CONTRACTOR agrees to notify ULA immediately in writing upon learning that it, any controlling owner, Principal, or any Subcontractor(s) or affiliate(s) performing work on this Contract have been excluded or proposed for exclusion from federal contracting in the exclusion file published at SAM.gov.

6. ETHICAL BUSINESS PRACTICES

CONTRACTOR is responsible for maintaining an ethics and compliance program that is consistent with ULA's Supplier Code of Conduct (available on ULA's Supplier website, <https://www.ulalaunch.com/resources/doing-business-with-ula>), as appropriate for CONTRACTOR's business, throughout the performance of this Contract. CONTRACTOR shall ensure that persons performing work under this Contract are aware of the importance of ethical behavior and comply with the Code of Conduct. If, at any time, CONTRACTOR becomes aware of a violation of ULA's Supplier Code of Conduct in connection with this Contract, CONTRACTOR agrees to promptly notify ULA, either through communication with ULA's Procurement Representative, or through ULA's Confidential Ethics Helpline at 1-800-511-4173.

7. CONFLICTS OF INTEREST

CONTRACTOR represents that it is and shall remain free of any obligation or restriction that would interfere or be inconsistent with or present a conflict of interest concerning the Work to be furnished by CONTRACTOR under this Contract. CONTRACTOR is responsible for determining, in good faith, whether its activities or relationships, or those of its personnel, present, or could present, a conflict of interest. CONTRACTOR shall immediately notify ULA of any change in circumstance(s) that creates an actual, apparent, or potential conflict of interest.

8. EXPORT CONTROL

- (a) Proprietary Information includes technical data, defense services, software, and/or hardware furnished, including access to ULA facilities, in connection with this Contract and is subject to United States ("U.S.") export or import laws and regulations. CONTRACTOR agrees to comply with all such laws and regulations, including U.S. sanctions, and obtaining the appropriate U.S. Government authorization prior to exporting to a Foreign Person as defined in 22 C.F.R. 120.63, within the U.S. or abroad, as applicable. CONTRACTOR shall flow down the obligations of this subparagraph to its Subcontractors.
- (b) CONTRACTOR certifies that only U.S. Persons, as defined in 22 C.F.R. 120.62, who are located in the U.S., have access to subject data, services, software, and/or hardware. CONTRACTOR further certifies that only U.S. Persons shall engage directly with ULA in any manner. CONTRACTOR represents Information Technology ("IT") systems (including, but not limited to, cloud services and email systems/services) that receive, store, process, or transmit ULA export controlled information are located in the U.S. and prevent access to subject data by Foreign Persons, unless compliant with 22 C.F.R. 120.54. All Work pursuant to this Contract shall be performed in the U.S. CONTRACTOR represents that it is not subject to foreign ownership or control, as defined in 22 C.F.R. 120.65, by a proscribed, sanctioned, or otherwise prohibited entity or individual; and CONTRACTOR will promptly notify ULA in writing of any change in circumstance that would affect this representation. CONTRACTOR agrees that no proscribed, sanctioned, or otherwise prohibited entity or individual will have access to ULA Proprietary Information, even if non-export controlled. CONTRACTOR shall flowdown the obligations of this subparagraph to its Subcontractors.
- (c) CONTRACTOR certifies that no item delivered under this Contract, or any component thereof, will be sourced from a country or entity subject to U.S. sanctions and/or embargoes. CONTRACTOR is responsible for monitoring published lists of sanctioned entities to ensure that the prior statement remains accurate throughout Contract performance. If

CONTRACTOR becomes aware that any lower tier subcontractor, or the country of origin of a component, becomes subject to the above during Contract performance, CONTRACTOR shall immediately notify ULA in writing.

- (d) CONTRACTOR represents that it is registered with the United States Department of State, Directorate of Defense Trade Controls, and that it maintains an effective export and import compliance program.
- (e) The exporter of record, who directly exports to a Foreign Person, has the ultimate responsibility to determine export jurisdiction, applicable license requirements, and to meet the applicable export laws and regulations. CONTRACTOR's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause. Nothing in this Contract changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive Orders, and regulations regarding export control. CONTRACTOR should resolve any questions regarding compliance with the ITAR or Export Administration Regulations ("EAR"), including export classification determinations, by consulting with its Empowered Official or counsel, as applicable.
- (f) The CONTRACTOR agrees to cooperate with ULA for assessments, and other fact-finding as required to ensure compliance to U.S. export/import laws and regulations, or as required to address a potential or actual violation of U.S. export/import laws or regulations. CONTRACTOR shall flowdown the obligations of this subparagraph to its Subcontractors.
- (g) The CONTRACTOR agrees to provide to ULA timely and accurate reporting of fees and commissions paid related to Part 130 of the ITAR, as applicable. CONTRACTOR certifies that, except as otherwise reported to ULA, it has not paid, or offered, nor agreed to pay, and will not pay, offer, or agree to pay, for of any sale for which an export license or approval is required, political contributions, fees, or commissions in amounts as specified in 22 C.F.R. 130.9. CONTRACTOR shall flowdown the obligations of this subparagraph to its Subcontractors.
- (h) For any shipment exported from the U.S. in which ULA is the U.S. Principal Party in Interest ("USPPI"), ULA prohibits the filing of Electronic Exporter Information ("EEI") via the Automated Export System ("AES") by any party except ULA or a ULA-approved forwarder.
- (i) When CONTRACTOR is responsible for clearing the Work through U.S. Customs and Border Protection ("CBP"), CONTRACTOR will neither cause nor permit ULA's name to be shown as "Importer of Record" on any customs declaration form or other documentation. CONTRACTOR shall obtain written approval from ULA prior to drop shipping hardware originating from a foreign country. CONTRACTOR's failure to obtain ULA written approval may result in ULA rejecting the shipment upon delivery.
- (j) ULA has partnered with U.S. CBP in the Customs - Trade Partnership Against Terrorism ("C-TPAT") program. For imports into the U.S. in support of this Contract, CONTRACTOR shall only utilize customs brokers, freight brokers, freight forwarders, and carriers that are C-TPAT validated by the U.S. Customs and Border Protection. CONTRACTOR shall flowdown the obligations of this subparagraph to its Subcontractors.

9. FORCE MAJEURE

- (a) Neither ULA nor CONTRACTOR shall be liable for any failure of performance due to events beyond their reasonable control and without their fault or negligence. Such events include: war; warlike operation; insurrection; riot; fire; flood; explosion; accident; act of God; act of a public enemy; terrorism; acts of the government in its sovereign or contractual capacity; epidemic; pandemic; and quarantine restriction (but only to the extent that the associated delay in performance by a Party of its obligations under this Contract as a result of such quarantine restriction is necessary for compliance with applicable law or federal, state, or local guidance); and further provided in each case that: (i) such event or circumstance could not have been avoided by the affected Party's commercially reasonable efforts; and (ii) the effects of such event or circumstance cannot be overcome by commercially reasonable efforts to establish work-around plans, payment of expedited fees, alternate sources, or other means. An event of force majeure does not provide grounds for an equitable adjustment under clause 2. "Changes" of this Contract.
- (b) In order to be excused from performance under subparagraph (a) above, CONTRACTOR shall, within ten (10) business days after becoming aware of the qualifying event, notify ULA in writing and provide a complete and detailed description of such event, the date of commencement, an estimate of the probable period of delay, an explanation indicating how such event was beyond the control of the CONTRACTOR, why it could not be avoided or overcome by commercially reasonable efforts, and a description of efforts CONTRACTOR has made and will make to minimize the length of delay. Immediately upon the end of the event, CONTRACTOR shall submit a written notice to ULA stating the impact to the schedule and evidence justifying the length of the delay. At ULA's option, the Contract may be completed with such adjustments to delivery schedule as are reasonably required by the delay or this Contract may

be terminated by ULA without additional cost except for payment for Work completed prior to the commencement of the delay.

10. DEFAULT

- (a) ULA, by written notice, may terminate this Contract for default, in whole or in part, if CONTRACTOR (i) fails to comply with any of the terms of this Contract; (ii) fails to make progress so as to endanger performance of this Contract; (iii) fails to provide adequate assurance of future performance; or (iv) files or has filed against it a petition in bankruptcy. CONTRACTOR shall have ten (10) days (or such longer period as ULA may authorize in writing) to cure any such failure after receipt of notice from ULA. Default involving delivery schedule delays, bankruptcy, or adverse change in financial condition shall not be subject to the cure provision. ULA may terminate this Contract, in whole or in part, for default if (a) any "person" or "group" (within the meaning of Section 13(d) of the Securities Exchange Act of 1934 (the "Exchange Act"), as amended) is or becomes the beneficial owner (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of voting securities of CONTRACTOR representing more than fifty percent (50%) of CONTRACTOR's outstanding voting securities or rights to acquire such securities; or (b) any direct or indirect sale, lease, or other transfer of all or substantially all of CONTRACTOR's assets.
- (b) Following a termination for default of this Contract, CONTRACTOR shall be compensated at the Contract price only for Work actually delivered and accepted. In addition, ULA may require CONTRACTOR to deliver to ULA any supplies and materials, manufacturing materials or drawings, reports, or other Contract deliverables that CONTRACTOR has specifically produced or acquired for the terminated portion of this Contract. Upon direction from ULA, CONTRACTOR shall also protect and preserve tangible property in its possession in which ULA or ULA's Customer has an interest. Payment for such deliverables and for the protection and preservation of property shall be at a reasonable price determined by both parties after engaging in a good faith negotiation, except that CONTRACTOR shall not be entitled to profit on such materials or property protection activities. ULA may withhold from any amount due under this Contract any sum ULA determines to be necessary to protect ULA or ULA's Customer against loss because of outstanding liens or claims of former lien holders.
- (c) Upon the occurrence and during the continuation of a default, ULA may exercise any and all rights and remedies available to it under applicable law and equity including, without limitation, cancellation of this Contract. If after termination for default under this Contract, it is determined that CONTRACTOR was not in default, such termination shall be deemed a termination for convenience and CONTRACTOR's remedies shall be governed by clause 11. "Termination for Convenience".
- (d) CONTRACTOR shall continue all Work not terminated or cancelled.

11. TERMINATION FOR CONVENIENCE

- (a) ULA may terminate part or all of this Contract for its convenience and without cause, at any time, by giving written notice to CONTRACTOR. Such termination shall not constitute default.
- (b) Upon termination, in accordance with ULA's written direction, CONTRACTOR will immediately: (i) cease work; (ii) prepare and submit to ULA an itemization of all completed and partially completed deliverables and services; (iii) deliver to ULA any and all Work completed up to the date of termination at the agreed upon prices; and (iv) deliver upon request any Work in process. In the event ULA terminates for its convenience after performance has commenced, ULA will compensate CONTRACTOR for the actual, allowable, and reasonable expenses that are proven by CONTRACTOR in sufficient detail to the satisfaction of ULA and are incurred by CONTRACTOR for Work in process up to and including the date of termination provided CONTRACTOR uses reasonable efforts to mitigate ULA's liability under this clause, except where such another provision governing termination liability has been agreed to between the parties and incorporated into this Contract. Upon termination, CONTRACTOR shall immediately require any and all lower-tier subcontractors to cease work on behalf of CONTRACTOR under this Contract.
- (c) Any termination settlement proposal shall be submitted to ULA promptly, but in no event later than sixty (60) days from the effective date of the termination, unless otherwise authorized in writing by the ULA Procurement Representative. In no event shall the amount of any settlement be in excess of the Contract value.
- (d) CONTRACTOR shall continue all Work not terminated. In no event shall ULA be liable for lost or anticipated profits, unabsorbed indirect costs or overhead, or for any sum in excess of the total Contract price.

12. STOP WORK

- (a) CONTRACTOR shall stop Work for up to one hundred (100) days in accordance with any written notice received from ULA, or for such longer period of time as the parties may agree in writing. CONTRACTOR shall take all reasonable steps to minimize the incurrence of costs or expenses allocable to the Work during the period of Work stoppage.
- (b) Within such stop work period, ULA shall either terminate in accordance with the provisions of this Contract or continue the Work by written notice to CONTRACTOR. In the event of a continuation, an equitable adjustment in accordance with the principles of clause 2. "Changes" shall be made to the price, delivery schedule, or other provision(s) affected by the Work stoppage, if applicable, provided that the claim for equitable adjustment is made within thirty (30) days after the date of ULA's notice to continue the Work. A claim for equitable adjustment must include a detailed itemized breakdown of costs.

13. ASSIGNMENT

- (a) CONTRACTOR shall not assign any of its rights or interest in this Contract or subcontract all or substantially all of its performance of this Contract, without ULA's prior written consent, unless required by applicable law.
- (b) In the event of an intended change in control of CONTRACTOR, CONTRACTOR shall promptly notify ULA in writing in advance of any such transaction changing control of CONTRACTOR. Such notice must contain the identity of the potential new controlling party, information on such entity including ownership structure and business address, and details regarding the timing and nature of the transaction. Such notice shall be consistent with applicable law. CONTRACTOR shall provide as much information regarding the transaction to ULA as permitted based on applicable confidentiality restrictions, if any.

14. TIMELY PERFORMANCE

- (a) CONTRACTOR's timely performance is of the essence and is a material element of this Contract.
- (b) Unless advance shipment has been authorized in writing by ULA, ULA may store at CONTRACTOR's expense, or return, shipping charges collect, all Work delivered in advance of the scheduled delivery date.
- (c) If CONTRACTOR becomes aware of difficulty in performing the Work, including but not limited to any potential scheduling delays, CONTRACTOR shall immediately notify ULA, in writing, giving pertinent details. Upon ULA's request, CONTRACTOR shall provide adequate assurances of future performance and delivery schedule. This notification shall not change any performance or delivery schedule.
- (d) If CONTRACTOR has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, CONTRACTOR shall immediately give notice, including all relevant information, to the ULA Procurement Representative.
- (e) In the event of a termination for convenience or Contract change, no claim will be allowed for any manufacture or procurement in advance of CONTRACTOR's normal flow time unless there has been prior written consent by ULA.

15. PACKING AND SHIPMENT

- (a) CONTRACTOR shall be responsible for ensuring the proper packaging of goods hereunder in accordance with best commercial practice in accordance with ASTM D3951 "Commercial Packaging", unless specific packing instructions are provided. Except as stated in this Contract, CONTRACTOR shall not charge ULA for packing, crating, freight, local cartage, and/or any other related packaging and shipment services. CONTRACTOR shall comply with ULA's written shipping instructions at all times.
- (b) A complete packing list shall be enclosed with all shipments. CONTRACTOR shall mark containers or packages with necessary lifting, loading, and shipping information, including the ULA Contract number, Contract line item number, ULA material number, shipment quantity, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include this Contract number.
- (c) Unless otherwise specified in this Contract, delivery shall be Free On Board (FOB) Origin (place of shipment, as described in the Uniform Commercial Code Section 2-319).

16. INSPECTION AND ACCEPTANCE

- (a) ULA's final inspection and acceptance shall be at destination.
- (b) If CONTRACTOR delivers non-conforming Work, ULA may, in addition to any other remedies available at law or at equity: (i) accept all or part of such Work at an equitable price reduction; (ii) reject and return such Work for credit or

refund; or (iii) require CONTRACTOR, at CONTRACTOR's expense, to make all repairs, modifications, or replacements necessary to conform the Work with Contract requirements.

- (c) Work shall not be supplied or delivered in excess of quantities specified in this Contract. CONTRACTOR shall be liable for handling charges and return shipment costs for any excess quantities. If excess Work is manufactured with reference to, or use of, ULA's proprietary information or materials, CONTRACTOR agrees that, pursuant to clause 22. "Protection of Confidential Information" and as appropriate clause 26. "Intellectual Property" of this Contract, it will not sell or offer such Work for sale to anyone other than ULA without ULA's prior written consent.

17. SOURCES OF SUPPLY

- (a) CONTRACTOR shall seek, to the greatest extent reasonably practicable, to procure items and services from sources that are located, mined, produced, or manufactured in the United States.
- (b) CONTRACTOR shall not deliver items or materials (including end products and any components thereof) sourced from any country listed on the ITAR proscribed country list located at 22 C.F.R. § 126.1, with the limited exception of raw materials and lower-level components available as commercial off the shelf (COTS) items. With respect to such raw materials or COTS items, CONTRACTOR further agrees and certifies:
- (i) No software that is developed in a proscribed country shall be delivered to ULA;
 - (ii) CONTRACTOR shall not supply to ULA, or incorporate into any product or Work supplied to ULA, any item or component manufactured in a proscribed country that could be attached to a ULA computer or that could connect to a ULA network and is capable of storing, processing, or transmitting information;
 - (iii) CONTRACTOR shall not disclose to any supplier based in a proscribed country information that is proprietary to ULA, relates to ULA, or which could be used to identify ULA as the ultimate customer for any order; and
 - (iv) In the event of a failure of any Work delivered under the Contract, CONTRACTOR must be able to support any failure investigation without reliance on the participation of any company or individual from a proscribed country.
- (d) CONTRACTOR shall immediately notify ULA in writing if it is aware of, or becomes aware of, reliance on specific foreign sources of supply, at any tier for items critical to the functioning or operation of any Work to be delivered to ULA. For the purposes of this provision, "reliance on" means that CONTRACTOR could not reasonably procure critical items from an alternate source, and therefore would be unable to deliver Work to ULA if any single foreign source becomes unavailable.
- (e) CONTRACTOR is responsible for the continuous monitoring of its supply chain to ensure that all Work and any changes that impact the Work to be provided to ULA is and remains in compliance with the requirements of this clause 17. "Sources of Supply".

18. MAINTENANCE OF RECORDS

CONTRACTOR shall maintain complete and accurate records relating to its performance of the Work to substantiate that CONTRACTOR performed all tasks required by the Contract. Unless a longer period is specified elsewhere in the Contract or by law or regulation, CONTRACTOR shall retain such records for six (6) years from final payment of this Contract.

19. PROTECTION OF CONFIDENTIAL INFORMATION

- (a) CONTRACTOR agrees to comply with the terms of any Confidentiality Agreement entered into by the parties and to respect any proprietary and other restrictive markings that may be applied by ULA to anything provided hereunder to CONTRACTOR and shall be handled in accordance with the requirements in clause 34. "Information Security and Access to ULA Network". Information provided by ULA to CONTRACTOR may include information owned or controlled by ULA as well as proprietary, confidential, and/or trade secret information entrusted to ULA by a third party which may be restrictively marked as being proprietary to that third party. Information provided by ULA to CONTRACTOR remains the property of ULA or the property of such third party and such information, including tangible items conveying or embodying such information, is deemed the proprietary, confidential and/or trade secret information of ULA or such third party. Such information may be used by CONTRACTOR solely in accordance with the terms of any Confidentiality Agreement and for the purposes of this Contract. CONTRACTOR may not disclose such information to any third party without prior written consent of ULA, except as authorized by any Confidentiality

Agreement. CONTRACTOR shall comply with any direction from ULA to return or destroy confidential information disclosed under this Contract.

- (b) CONTRACTOR shall also comply with the information security requirements outlined in clause 34. "Information Security and Access to ULA Network".
- (c) Unless there is a Confidentiality Agreement in effect between the parties, ULA personnel are not authorized to receive any information in confidence from CONTRACTOR. Accordingly, all communications of any kind from CONTRACTOR to ULA shall be deemed to be on a non-confidential basis unless CONTRACTOR and ULA have executed a Confidentiality Agreement protecting CONTRACTOR information which is incorporated into this Contract.
- (d) CONTRACTOR shall not use ULA proprietary information, confidential information, or trade secret information for the purpose of training, developing, or creating Artificial Intelligence (AI) models, machine learning algorithms, or AI generated code, without ULA's prior written authorization for the use of ULA information. If ULA provides written authorization for such purpose, CONTRACTOR shall implement appropriate and commercially reasonable policies to prevent misappropriation, inadvertent disclosure, or improper use of ULA data.

20. PUBLIC RELEASE OF INFORMATION

- (a) CONTRACTOR shall not, without the prior written consent of ULA, disclose any information of any nature whatsoever relative to this Contract except as may be required to ensure performance or is required by law. CONTRACTOR shall not use "United Launch Alliance," "ULA," or any other name, trademark, or logo owned by ULA, in whatever shape or form, without the prior written consent of ULA.
- (b) ULA recognizes that CONTRACTOR may wish to publish, for example in a lecture or in a scientific journal, certain of the Contract results and ULA agrees that it will not, after being given the opportunity to examine the relevant draft, prevent such publication in accordance with normal academic custom, provided that: (a) it may be necessary for such publication to be delayed in order not to prejudice the obtaining or validity of Intellectual Property rights in any country of the world, and (b) such results or information shall not include any Proprietary Information of ULA. Any delay in publication shall not exceed ninety (90) days from the date ULA receives a copy of the proposed publication.

21. COMMUNICATION WITH ULA'S CUSTOMER

ULA shall be solely responsible for all liaison and coordination with ULA's Customer as it affects this Contract and any related contract. CONTRACTOR shall not engage in direct communication with ULA's customer related to this Contract, unless explicitly required in another clause. If CONTRACTOR engages in direct communication with ULA's Customer related to this Contract, CONTRACTOR shall notify ULA immediately and provide ULA a copy of any such communication.

22. INTELLECTUAL PROPERTY

Paragraphs (a), (b), and (c) are NOT applicable to commercial-off-the-shelf Work unless such Work is modified, further developed, or redesigned under this Contract.

- (a) All Foreground Intellectual Property Made by or for CONTRACTOR, either alone or with others, in the performance of this Contract will be (i) the exclusive property of ULA, (ii) delivered to ULA promptly upon request, and (iii) protected and used in accordance with clause 22. "Protection of Confidential Information".
- (b) CONTRACTOR will (i) promptly disclose to ULA in writing all inventions conceived, developed, or first reduced to practice in the performance of this Contract, and (ii) execute all papers, cooperate with ULA, and perform all acts necessary in connection with the filing, prosecution, or assignment of related patents or patent applications on behalf of ULA.
- (c) To the extent permitted under United States or foreign copyright law, all works of authorship, including documents, drawings, test data, software, software documentation, photographs, videotapes, sound recordings and images, created by or for CONTRACTOR, either alone or with others in the performance of this Contract, will be works made for hire, with the copyrights therein vesting in ULA. The copyrights in all other such works that fall under this paragraph, including the exclusive rights therein, will be promptly transferred and formally assigned free of charge to ULA.
- (d) CONTRACTOR grants to ULA, and to ULA's Customers and ULA Customer's subcontractors, an irrevocable, nonexclusive, royalty-free, fully paid-up, transferable, worldwide license under any Background Intellectual Property owned or controlled by CONTRACTOR, but only to the extent that such Background Intellectual Property of CONTRACTOR is necessary to facilitate ULA's or ULA's Customers', subcontractors', or suppliers' use or enjoyment

of the Work being delivered under this Contract and the Foreground Intellectual Property, including but not limited to analysis and/or testing in support of ULA's requirements.

- (e) All authorizations with respect to the provision and sharing of Foreground Intellectual Property, Background Intellectual Property, and/or the Work performed under this Contract shall be governed by (i) this section, (ii) the terms of the Confidentiality Agreement executed by and between CONTRACTOR and ULA which Confidentiality Agreement is incorporated by reference, and made a part of this Contract, and (iii) the regulatory data rights clauses incorporated into and made a part of this Contract.
- (f) CONTRACTOR warrants that the Intellectual Property and/or Work performed or delivered under this Contract will not infringe or otherwise violate the Intellectual Property rights of any third party. CONTRACTOR shall indemnify, defend and hold harmless ULA, its customers, officers, agents, employees, suppliers, and subcontractors from and against any loss, damage, or liability including attorney's fees and costs, based on a claim of infringement or misappropriation of any third party's Intellectual Property rights by the Work or Intellectual Property performed or delivered hereunder. ULA shall notify CONTRACTOR promptly of any such claim and, at CONTRACTOR's option and expense, shall provide to CONTRACTOR reasonable and necessary information, assistance (at CONTRACTOR's expense) and authority to defend or settle said claim. If required by ULA, CONTRACTOR shall provide proof of having sufficient resources or insurance to support this indemnification obligation. In case any Work or Intellectual Property provided hereunder is held in any lawsuit to constitute a violation of such third party's Intellectual Property rights and its use is enjoined, CONTRACTOR shall at its option and expense (i) procure for ULA the right to continue using the Work and/or Intellectual Property, or (ii) modify the same to make it non-infringing, or (iii) replace the same with Work and/or Intellectual Property that is non-infringing and acceptable to ULA. CONTRACTOR shall not have any liability for infringement or misappropriation if the alleged infringement or misappropriation would not have occurred except for ULA's unauthorized modification of the Work and/or Intellectual Property or unauthorized combination with other articles, materials, supplies, goods, or Intellectual Property. Any limitation of liability in this Contract shall not apply to this clause 22. "Intellectual Property".

23. FURNISHED PROPERTY

- (a) ULA may provide to CONTRACTOR property owned by either ULA or ULA's Customer (Furnished Property). Furnished Property shall be used only for the performance of this Contract.
- (b) Title to Furnished Property shall remain with ULA or ULA's Customer. CONTRACTOR shall clearly mark (if not so marked) all Furnished Property to show its ownership.
- (c) Except for reasonable wear and tear, CONTRACTOR shall be responsible for, and shall promptly notify ULA in writing of, any loss or damage to Furnished Property. Without additional charge, CONTRACTOR shall manage, maintain, and preserve Furnished Property in accordance with good commercial practice.
- (d) At ULA's request, and/or upon completion of this Contract, the CONTRACTOR shall submit, in a form acceptable to ULA, inventory lists of Furnished Property and shall deliver to ULA or make such other disposal as may be directed by ULA in writing.
- (e) Any Government Property clause contained in this Contract shall apply in lieu of paragraphs (a) through (d) above with respect to Government Furnished Property, or property to which the Government takes title under this Contract.
- (f) CONTRACTOR shall be solely responsible to seek Authorization (as prescribed in FAR 52.245-9) for use of other than ULA owned/accountable property in support of this Contract, and CONTRACTOR shall be solely liable for any rental fees associated with such property.

24. PROHIBITED SOFTWARE

- (a) This clause only applies to Work that includes the delivery of software (including software residing on hardware).
- (b) As used herein, "Prohibited License" includes the General Public License ("GPL") or Lesser/Library GPL, Affero GPL, Reciprocal Public License (RPL), the Artistic License (e.g., PERL), the Mozilla Public License, the Netscape Public License, the Sun Community Source License, Eclipse Public License, Creative Commons CC-BY-SA, IBM Public License, or variations thereof that are open source, publicly available, or free, including without limitation licenses referred to as "GPL Compatible, Free Software License."
- (c) As used herein, "Prohibited Software" means software that incorporates or embeds software in, or uses software in connection with, as part of, bundled with, or alongside any (1) open source, publicly available, or "free" software, library, or documentation, or (2) software that is licensed under a Prohibited License, or (3) software provided under a license that (a) subjects the delivered software to any Prohibited License, or (b) requires the delivered software to be licensed for the purpose of making derivative works or be redistributable at no charge, or (c) obligates ULA to sell, loan, distribute, disclose, or otherwise make available or accessible to any third party (i) the delivered software, or any

portion thereof, in object code and/or source code formats, or (ii) any products incorporating the delivered software, or any portion thereof, in object code and/or source code formats; or (3) software that is prohibited by any applicable law or regulation..

- (d) CONTRACTOR shall disclose to ULA in writing any Prohibited Software that will be used or delivered in connection with this Contract and shall obtain ULA's prior written consent before using or delivering such Prohibited Software in connection with this Contract. ULA may withhold such consent in its sole discretion.
- (e) CONTRACTOR shall defend, indemnify, and hold harmless ULA, ULA's officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns, members, owners, and suppliers from and against any claims, damages, losses, costs, and expenses, including reasonable attorney's fees, relating to the use or delivery of Prohibited Software in connection with or under this Contract. No other provision in this Contract, including but not limited to clause 39, "Indemnification", shall be construed to limit the liabilities or remedies of the parties for the CONTRACTOR's use of Prohibited Software in connection with this Contract or for the CONTRACTOR's delivery of Prohibited Software under this Contract.

25. GRATUITIES/KICKBACKS

(a) No gratuities, (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a supplier or favorable treatment for ULA, and no kickbacks, shall be offered or given by CONTRACTOR to any employee of ULA or any ULA Customer, any Government entity or employee, or any foreign official, foreign political party, or official thereof.

(b) CONTRACTOR shall contact ULA's Ethics Helpline, at 1-800-511-4173, if any employee of ULA requests a gratuity and/or kickback, or if any individual or entity requests a gratuity or kickback in relation to this Contract.

26. INDEPENDENT CONTRACTOR RELATIONSHIP

CONTRACTOR is an independent contractor in all its operations and activities hereunder. The employees and agents used by CONTRACTOR to perform Work under this Contract shall be CONTRACTOR's employees and agents exclusively without any relation whatsoever to ULA.

27. INSURANCE

- (a) The provisions of this subparagraph (a) shall apply only in the event that CONTRACTOR, its employees, students, or agents enter the site(s) of ULA or ULA's Customers to perform Work under this Contract.
 - (i) CONTRACTOR shall maintain for the performance of this Contract the following types of insurance:
 - (1) Worker's Compensation in amounts as required by law where the Work will be performed, including U.S. Longshoreman and Harbor Worker's Act, if applicable. This policy shall include a Waiver of Subrogation in favor of ULA.
 - (2) Employer's Liability (EL) at a limit of no less than \$1 Million per each accident or per each employee for disease. This policy shall include a Waiver of Subrogation in favor of ULA. Commercial Automobile Liability covering all owned, non-owned, and hired vehicles, including loading and unloading thereof at a limit of no less than \$1 Million per occurrence, or in such higher amounts as ULA may require.
 - (ii) If CONTRACTOR is entering ULA premises at the Cape Canaveral Space Force Station, Vandenberg Space Force Base, or any other "aviation premises", to work on any aviation product or provide aviation-related services, CONTRACTOR shall maintain Aviation Products and Completed Operations Liability for bodily injury or property damage, independent contractor coverage and contractual liability at a limit no less than \$5 Million each occurrence and in the annual aggregate.
- (b) For Work performed under this Contract despite location of performance, CONTRACTOR shall maintain for the performance of this Contract, Commercial General Liability covering (as applicable) Premises Liability, Contractual Liability, Products and Completed Operations, and Personal Injury Liability at a limit of no less than \$3 Million each occurrence and annual aggregate. This policy shall name ULA as an additional insured and include a Waiver of Subrogation in favor of ULA. CONTRACTOR also agrees to provide any other insurance ULA may reasonably require or provide proof that CONTRACTOR already maintains such insurance.
- (c) For any insurance required by this clause, insurance must be maintained through an insurer with a minimum AM Best rating of A- VII. Additionally, CONTRACTOR shall provide ULA thirty (30) days advance written notice prior to the effective date of any cancellation or material change in the term or coverage of any of CONTRACTOR's required

insurance, provided however such notice shall not relieve CONTRACTOR of its obligations to carry the required insurance. CONTRACTOR shall send a "Certificate of Insurance" showing CONTRACTOR's compliance with these requirements to the ULA Procurement Representative upon request. Insurance maintained pursuant to this clause shall be considered primary in respect to the interest of ULA and is not contributory with any insurance which ULA may carry. CONTRACTOR's obligations to carry insurance coverages are freestanding and are not affected by any other language in this Contract.

28. INFORMATION SECURITY AND ACCESS TO ULA NETWORK

- (a) This clause is applicable if any CONTRACTOR information systems will process, store, or transmit any information, not intended for public release (including any proprietary, confidential, or trade secret information, as well as any information subject to other limitations on dissemination), that is generated for, or provided by or on behalf of ULA or ULA's Customer under this Contract (hereinafter Covered Information Systems). If ULA notifies CONTRACTOR that a Cybersecurity Maturity Model Certification (CMMC) certificate is required, CONTRACTOR will cooperate with ULA to obtain a CMMC certificate at the CMMC level required by ULA. If ULA notifies CONTRACTOR that information or data requires additional controls, CONTRACTOR will cooperate with ULA to comply with the additional controls.
- (b) CONTRACTOR shall apply safeguarding requirements and procedures to protect any Covered Information Systems. Unless CONTRACTOR otherwise notifies ULA Information Technology Security to establish an appropriate security plan, requirements, and procedures for basic safeguarding of Covered Information Systems shall include, at a minimum, the following security controls:
- (1) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
 - (2) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
 - (3) Verify and control/limit connections to and use of external information systems.
 - (4) Control information posted or processed on publicly accessible information systems.
 - (5) Identify information system users, processes acting on behalf of users, or devices.
 - (6) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
 - (7) Securely sanitize or destroy information system media containing Proprietary Information before disposal or release for reuse.
 - (8) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
 - (9) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
 - (10) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
 - (11) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
 - (12) Identify, report, and correct information and information system flaws in a timely manner.
 - (13) Provide protection from malicious code at appropriate locations within organizational information systems.
 - (14) Update malicious code protection mechanisms when new releases are available.
 - (15) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
- (c) Other requirements. This clause does not relieve CONTRACTOR of any other safeguarding requirements specified elsewhere in this Contract.

29. PAYMENTS, TAXES, AND DUTIES

- (a) Unless otherwise provided on the face of the PO, terms of payment shall be net sixty (60) days from the latest of the following: (i) ULA's receipt of the CONTRACTOR's proper invoice; (ii) scheduled delivery date of the Work; or (iii) actual delivery of the Work.
- (b) Each payment made shall be subject to reduction for amounts deemed by ULA or CONTRACTOR to not have been properly payable, and shall also be subject to reduction for overpayments. CONTRACTOR shall promptly notify ULA

in writing of any such overpayments identified by CONTRACTOR through any means and remit to ULA the amount of the overpayment, except as otherwise directed by ULA.

- (c) ULA may at any time deduct, offset, or set off CONTRACTOR's claims for amounts due or to become due against any claims that ULA has or may have arising out of this Contract or any other contract between the parties. This may include, but is not limited to, the value of any prepaid Work rejected or returned for nonconformance and amounts arising from CONTRACTOR's delays or failure to perform.
- (d) Payment shall be deemed to have been made as of the date of mailing ULA's payment or electronic funds transfer.
- (e) With the exception of sales/use tax, and unless otherwise specified, prices include all applicable federal, state, local and foreign taxes, duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately on the invoice. When taxable and non-taxable items are invoiced under this Contract, taxable versus non-taxable items (i.e., materials and labor) shall be separately stated. If Work purchased under this Contract qualifies for tax exemption, then CONTRACTOR shall provide an exemption certificate to ULA.
- (f) CONTRACTOR shall not include in its invoices any proprietary information or export-controlled information, covered information (if applicable), or any other confidential, proprietary or controlled information for which release is otherwise restricted by federal law or regulation.

30. PRECEDENCE

Any inconsistencies in this Contract shall be resolved in accordance with the following descending order of precedence: (i) Face of the Purchase Order, Task Order, or long form Contract (if applicable); (ii) Prime Contract Flowdown Documents (if applicable); (iii) Supplemental Documents (if applicable); (iv) this Baseline Terms and Conditions Doc 1 EDU: Commercial Purchase Orders Placed with a College, University, or Other Educational Institution(v) any Confidentiality Agreement; (vi) any Special Provisions Documents (if applicable); (vii) Statement of Work; (viii) Specifications; (ix) Drawings; and (x) any other exhibits of this Contract.

31. SURVIVABILITY

If this Contract expires, is completed, or is terminated, CONTRACTOR shall not be relieved of those obligations contained in:

- (a) The following clauses:

Acceptance, Merger, and Severability
Compliance with Laws
Default
Disputes, Governing Law, and Legal Notification
Export Control
Furnished Property
Gratuity/Kickbacks
Independent Contractor Relationship
Information Security and Access to ULA Network
Insurance
Intellectual Property
Maintenance of Records
Protection of Confidential Information
Public Release of Information
Termination for Convenience
Prohibited Software Warranty

- (b) any Confidentiality Agreement entered into by the parties applicable to this Contract.

32. WARRANTY

- (a) CONTRACTOR warrants that it will perform any Work or services under this Contract in a non-negligent manner and with the highest degree of professional skill, sound practices, and judgment recognized in the industry with respect to Work or services of a similar nature. All services will conform to any applicable statement of work or task statement and comply with all applicable legislative and regulatory requirements in effect during the term of this Contract.
- (b) CONTRACTOR warrants that any goods furnished pursuant to this Contract must (i) strictly conform to the applicable statement of work, specifications, drawings, samples, descriptions, and other requirements of this Contract, (ii) be free from defects in design, material, and workmanship, (iii) not be or contain Counterfeit Parts, as defined in this Contract,

and (iv) comply with all applicable legislative and regulatory requirements in effect during the term of this Contract. This warranty shall begin upon final acceptance of the Work by ULA and extend for a period of two (2) years thereafter or longer as agreed between ULA and CONTRACTOR or as required by any specified shelf-life requirements. If any non-conforming Work is identified within the warranty period, CONTRACTOR, at ULA's option, shall promptly repair or replace the non-conforming Work at CONTRACTOR's expense. Transportation of replacement Work shall be at CONTRACTOR's expense. If repair or replacement of Work is not timely, ULA may elect to return, repair, replace, or reprocur the nonconforming Work at CONTRACTOR's expense.

(c) All warranties in this Contract shall run to ULA and ULA's Customers.

(d) The warranties in this Contract are in addition to all other claims, rights, and remedies available to ULA at law.