



DOC 2S INT
SUPPLEMENT FOR INTERNATIONAL PURCHASE ORDERS FOR COMMERCIAL ITEMS UNDER A U.S.
GOVERNMENT PRIME CONTRACT

In a Contract between ULA and an international vendor/supplier/service provider for Commercial Items bought under a U.S. Government Prime Contract, Doc 1: ULA General Provisions and Doc 2A: Supplemental Terms and Conditions for Contracts/Purchase Orders for Commercial Products or Commercial Services Under a U.S. Government Prime Contract shall apply with the following additions, modifications, and substitutions as identified by clause below. This document 2S INT: Supplement for International Purchase Orders for Commercial Items under a U.S. Government Prime Contract shall have precedence over Doc 1: ULA General Provisions and Doc 2A: Supplemental Terms and Conditions for Contracts/Purchase Orders for Commercial Products or Commercial Services Under a U.S. Government Prime Contract with regard to the clauses, or portions thereof, cited herein.

SECTION I: GENERAL PROVISIONS

DEFINITIONS

Add the following definition:

"Government" means the Government of the United States of America or any department or agency thereof.

1. ACCEPTANCE, MERGER, AND SEVERABILITY

The Title of the clause in Doc 1, "ACCEPTANCE, MERGER, AND SEVERABILITY" shall be amended to read "ACCEPTANCE, LANGUAGE, MERGER, AND SEVERABILITY"

Add paragraph (g) as follows:

(g) All reports, correspondence, drawings, notices, marking, and other communications shall be in the English language. The English version of the Contract shall prevail. Unless otherwise provided in writing all documentation and work shall employ the units of United States Standard weights and measures.

3. DISPUTES, GOVERNING LAW, AND LEGAL NOTIFICATION

Substitute the following clause for the clause in Doc 1 titled "Disputes, Governing Law, and Legal Notification."

3. DISPUTES AND ARBITRATION, GOVERNING LAW, AND LEGAL NOTIFICATION

3A: DISPUTES AND ARBITRATION

(a) **Continuation of Performance.** CONTRACTOR will perform the Work as set forth in this Contract. If ULA requires CONTRACTOR to perform work that CONTRACTOR does not believe this Contract requires it to perform (hereafter referred to as "Disputed Work"), then CONTRACTOR will perform the Disputed Work and will start the dispute resolution procedure in accordance with this clause, to determine whether CONTRACTOR should be paid additional money for this work.

(b) **Management Consultation.** Any Dispute between the parties will first be referred to each party's senior management for resolution. The senior managers will meet and confer with respect to the subject under Dispute.

(c) **Arbitration.** Any Dispute that the parties have been unable to resolve by management consultation as provided in paragraph (b), will be resolved exclusively by arbitration. The arbitration will be in accordance with the rules prepared by the American Arbitration Association except as specifically modified in this Contract.

(i) **Agreement to Arbitrate.** The award of the arbitrator shall be final and binding upon the parties.

(ii) **Governing Rules.** The arbitration shall be in accordance with the rules of commercial arbitration of the American Arbitration Association, except that in the event of any conflict between those rules and the arbitration provisions of this Contract, the provisions of this Contract shall govern.

(iii) **Appointment of Arbitrator.** The number of the arbitrators shall be one. Upon application of one of the parties to this Contract, the American Arbitration Association in Denver, Colorado shall appoint the arbitrator. The arbitration, including the making of the award, shall take place in Denver, Colorado.

(iv) **Commencement of Arbitration.** Either party may commence an arbitration by filing a demand for arbitration with the American Arbitration Association office in Denver, Colorado. The demand for arbitration will identify the other party to this Contract by name and address. A copy of the demand for arbitration will be sent to the other party.

(v) **Issues in Dispute.** The demand for arbitration will specify the issues that are in dispute, the position of the initiating party as to those issues, the identity of the parties with whom the initiating party is in dispute, and will state the remedy that the initiating party seeks.

(vi) **Award.** The arbitrator is authorized to award damages to the prevailing party and to order specific performance of any contractual obligation that he finds a party is failing to perform. The arbitrator will make the award within thirty (30) business days from the date established for final submittal of oral or written statements and documents to the arbitrator. An award will be in writing, will state the precise reasons for the award and will specify the remedy or relief granted, if any.

(vii) **Enforcement.** An award by the arbitrator will be final and conclusive as to the issue or issues that were the subject of the arbitration. The parties to this Contract exclude any right of application or appeal to any court and, in particular, in connection with any questions of jurisdiction or question of law arising in the arbitration or out of the award. The award will be enforceable in any court having jurisdiction over the party against whom enforcement is sought.

(viii) **Language.** The parties will use English as the single language for the arbitration proceeding. Simultaneous interpretation shall be allowed.

(ix) **Interim or Provisional Remedies.** Any party commencing an arbitration under this Contract may seek from any court of competent jurisdiction a temporary remedy (such as an injunction or order to refrain from taking certain action) that is needed to preserve assets or the rights of that party while the arbitration is being conducted. Once an arbitrator is appointed, the arbitrator may impose a temporary remedy, in addition to or to supplement any temporary remedy imposed by the court.

(x) **Attorneys' Fees and Expenses.** Each party shall bear its own costs, including attorneys' fees, related to any arbitration proceeding brought pursuant to this Contract.

3B. GOVERNING LAW AND LEGAL NOTIFICATION

(a) This Contract, and any Dispute, shall be governed in accordance with the laws of the State of Colorado, excluding that State's choice-of-law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

(b) Any provision in this Contract that is (i) incorporated in full text or by reference from the Federal Acquisition Regulation (FAR); or (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR or; (iii) that is substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contracts appeals, and quasi-judicial agencies of the United States Federal Government.

(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.

8. EXPORT CONTROL

Substitute the following clause for the clause in Doc 1 titled "EXPORT CONTROL"

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 and import laws and regulations. CONTRACTOR agrees to comply with all such laws and regulations, including U.S. sanctions. CONTRACTOR shall not further disclose, distribute, transfer, or transmit any export controlled information (even if incorporated into other products), without ULA's prior written consent. CONTRACTOR represents that it maintains an effective export and import compliance program and will ensure that only authorized individuals interact directly with ULA. CONTRACTOR represents that 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 prevent access to subject data by unauthorized persons. CONTRACTOR represents that it is not owned or controlled 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 any ULA information, even if such information is not export controlled. CONTRACTOR shall flow down the obligations of this subparagraph to its Subcontractors.

(b) 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.

(c) CONTRACTOR agrees to cooperate with ULA for assessments and other fact-finding required to ensure compliance with 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. The CONTRACTOR shall provide input for such activities in a timely and accurate manner. CONTRACTOR shall flow down the obligations of this subparagraph to its Subcontractors.

(d) Where applicable, CONTRACTOR as the Foreign Principal Party in Interest ("FPPI") agrees to notify its designated U.S. freight forwarder in writing that ULA will create and submit its own Electronic Export Information ("EEI") to the Automated Export System ("AES"). CONTRACTOR additionally agrees to direct its forwarder to furnish ULA with a copy of the export bill of lading verifying that the EEI filing number provided by ULA has been properly listed.

(e) Where the CONTRACTOR is a signatory or party to a ULA export authorization, CONTRACTOR shall provide prompt written notification to ULA in the event of changed circumstances including, but not limited to, change in name, address, ownership, organization restructure with another company, ineligibility in accordance with International Traffic in Arms Regulations ("ITAR"), part 126.13(a)(3), violation or potential violation of the ITAR, or the initiation or existence of a U.S. Government investigation, that could affect CONTRACTOR's performance under this Contract. CONTRACTOR shall flow down the obligations of this subparagraph to its Subcontractors.

(f) For imported, duty paid merchandise that ULA subsequently re-exports, ULA retains all duty-drawback rights. The CONTRACTOR agrees to support ULA in a timely manner by providing necessary documentation to claim duty drawbacks.

(g) Should an item imported directly from a foreign supplier be eligible for a free or reduced duty rate under a specific trade program such as Generalized System of Preferences ("GSP") or other region/country specific free trade agreement, the CONTRACTOR agrees to provide and maintain documentation necessary to support such claims. ULA will provide information to the CONTRACTOR regarding any duty minimization opportunities.

(h) 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's prior written approval may result in ULA rejecting the shipment upon delivery.

(i) For any shipment arriving in the U.S. by ocean transport vessel, U.S. Customs and Border Protection requires an Importer Security Filing ("ISF") to be completed no less than 24 hours PRIOR to vessel departure from the originating country. ULA will submit the ISF, however CONTRACTOR shall provide data required to complete the ISF within five (5) business days of ULA's written request. Failure to submit an ISF to CBP in a timely manner will delay shipment. Under no circumstances shall a shipment to ULA be made without advance coordination with and prior written approval from ULA.

(j) CONTRACTOR will notify the ULA Procurement Representative five (5) days in advance of any delivery of Work under this Contract so that the ULA Procurement Representative can provide instructions as to the shipping and customs forms that will need to accompany the Work. The CONTRACTOR agrees to provide the documentation that is required by ULA, completed in accordance with ULA's instructions. CONTRACTOR agrees to take all other action reasonably requested by ULA to expedite customs clearance in the U.S. for the Work. CONTRACTOR shall not authorize release for shipment to ULA prior to receipt of ULA's written approval to ship and provision of completed ULA-supplied compliance certification, if required.

(k) 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, in respect of any sale for which an export license or approval is required, political contributions, fees or commissions in amounts as specified in 22 CFR 130.9. CONTRACTOR shall flow down the obligations of this subparagraph to its Subcontractors.

(l) CONTRACTOR agrees to identify and obtain ULA approval prior to permitting dual/third country nationals to perform under this Contract, and agrees to comply with U.S. export laws relating to dual/third country nationals, including obtaining required U.S. State Department Non-Disclosure Agreements with such individuals, as applicable. CONTRACTOR shall flow down the obligations of this subparagraph to its Subcontractors.

(m) U.S. Customs and Border Protection's Customs Trade Partnership Against Terrorism ("CTPAT") is an initiative between business and government to protect global commerce from terrorism and increase the efficiencies of global transportation. The program calls for importers, carriers, and brokers to establish policies to enhance their own security practices and those of their business partners involved in their supply chain. Such practices may include, but are not limited to, the following:

- 1) Procedural Security – Procedures in place to protect against unmanifested material being introduced in the supply chain.
- 2) Physical Security – Buildings constructed to resist intrusion, perimeter fences, locking devices, and adequate lighting.
- 3) Access Controls – Positive identification of all employees, visitors, and suppliers.
- 4) Personnel Security – Employment screening, background checks and application verifications.
- 5) Education and Training – Security awareness training and incentives for participation in security controls.
- 6) Cybersecurity – Protecting data and IT hardware, equipment, systems, and software from unauthorized access, change, or destruction.

CONTRACTOR agrees to work with ULA and appropriate industry and governmental agencies as necessary to develop and implement policies and processes consistent with the CTPAT initiative to ensure the safe and secure transport of Work under this Contract. CONTRACTOR shall not make changes and/or modifications applicable to CTPAT compliance billable to ULA without first obtaining ULA's written concurrence. CONTRACTOR shall flow down the obligations of this subparagraph to its Subcontractors.

(n) CONTRACTOR shall use export-controlled technical data and/or hardware only in support of Work in accordance with this Contract and within the constraints of any applicable U.S. export authorization. CONTRACTOR shall not re-export or retransfer ULA provided export-controlled hardware or data, including derived or extracted data, to a sub-tier supplier(s) or any other party without prior written approval from ULA. Upon re-export or retransfer approval, CONTRACTOR shall ensure ULA's export-controlled legends are maintained on all retransferred controlled data received from ULA, including data extracted or derived from ULA data. CONTRACTOR shall flow down the obligations of this subparagraph to its Subcontractors.

9. FORCE MAJEURE

Add paragraph (c), to the Doc 1 clause titled "Force Majeure" as follows:

(c) Failure of the United States Government to issue any required export license, or withdrawal/termination of a required export license by the United States Government, shall relieve ULA of its obligations under this Contract.

16. PACKING AND SHIPMENT

Substitute the following paragraph for paragraph (c) in the Doc 1 clause titled "Packing and Shipment"

(c) Unless otherwise specified in this Contract, delivery shall be FCA (Free Carrier) in accordance with INCOTERMS 2020 Carrier and site of delivery for the Work shall be specified in the Contract.

30. GRATUITIES/KICKBACKS

Add paragraph (d), to the Doc 1 clause titled "Gratuities/Kickbacks" as follows:

(d) CONTRACTOR warrants that it is familiar with, and will comply in all respects with, the Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§ 78dd-1, et seq.). CONTRACTOR further certifies that it has not and will not offer, pay, promise to pay, or authorize the payment of any money, or offer, give, promise to give, or authorize the giving of anything of value to a foreign official (as defined in the FCPA), to any foreign political party or official thereof or any candidate for foreign political office, or to any person, while knowing or being aware of a high probability that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any foreign official, to any foreign political party or official thereof, or to any candidate for foreign political office, for the purposes of:

- (i) influencing any act or decision of such foreign official, political party, party official, or candidate in his or its official capacity, including a decision to fail to perform his or its official functions; or in the case of a foreign official, inducing him to do or omit to do any act in violation of that official's lawful duty; or
- (ii) inducing such foreign official, political party, party official, or candidate to use his or its influence with the foreign government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, in order to assist CONTRACTOR or ULA in obtaining or retaining business, or directing business to CONTRACTOR or ULA, or any other person; or
- (iii) securing any improper advantage.

CONTRACTOR agrees that if subsequent developments cause this certification to be no longer accurate or complete, CONTRACTOR will immediately notify ULA of such circumstances.

35. PAYMENTS, TAXES, AND DUTIES

Add paragraph (g), to the Doc 1 clause titled "Payment, Taxes, and Duties" as follows:

(g) The prices stated in the Contract are in United States dollars.

SECTION II: FAR/DFARS/NFS FLOWDOWN PROVISIONS

The following FAR clauses, incorporated into Doc 2A (including any directions regarding applicability or other notes incorporated in that document), do not apply to this Contract unless Work under the Contract will be performed by CONTRACTOR or CONTRACTOR's Subcontractors in the United States or CONTRACTOR is recruiting employees in the United States to work on the Contract.

52.219-08 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2025)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)