

TERMS AND CONDITIONS OF PURCHASE

- 1. ENTIRE AGREEMENT; CONFLICTING TERMS.** This purchase contract (in the form of a Purchase Order), which incorporates by reference these provisions and all other terms and conditions hereinafter set forth in purchase orders, change orders, attachments, exhibits, supplements, specifications and other terms referenced herein (collectively the "Contract") contains the complete, final and exclusive understandings and agreement between purchaser, Liquid Robotics, Inc. ("Liquid Robotics"), a wholly-owned subsidiary of The Boeing Company, and the selling party, hereinafter identified as ("Supplier") regarding Liquid Robotics' offer to purchase the services and any related goods, materials and/or other deliverables (collectively the "Services"). Acceptance is strictly limited to the terms and conditions included in this Contract. Unless specifically agreed to in writing by Liquid Robotics' Authorized Representative, Liquid Robotics objects to, and is not bound by, any term or condition that differs from or adds to this offer. Supplier's commencement of performance or acceptance of this Contract in any manner shall conclusively evidence acceptance of this offer as written. Supplier's provision of the Services shall be governed solely by this Contract. Liquid Robotics and Supplier are referred to herein as a "Party" or collectively as the "Parties."
- 2. SCOPE OF SERVICES.** Supplier shall furnish the Services set forth in the Contract during the term of this Contract as set forth on a Statement of Work ("SOW") and any Liquid Robotics provided Quote or associated Quote materials.
- 3. QUANTITIES.** The specific quantity ordered under any purchase order must be delivered in accordance with the SOW and / or Quote and will describe the quantities and Services in full, and not be changed without Liquid Robotics' prior written consent. Any different quantity without such consent is subject to Liquid Robotics' rejection and return at Supplier's expense.
- 4. PRICE, INVOICE AND PAYMENT.** As compensation for Services to be performed by Supplier, Liquid Robotics shall pay Supplier as set forth in this Contract. Unless otherwise agreed, payment shall be net thirty (30) from the date of the later of the scheduled delivery date of Service, the actual delivery date of Service or the date of receipt of a correct invoice. Supplier shall promptly repay to Liquid Robotics any amounts paid in excess of amounts due Supplier. Purchase orders may include payment schedules to reflect Liquid Robotics' payment obligations under any prime contract or contract with the end customer. If this is the case, then development of the payment schedule will be reserved for future negotiation but before execution of a purchase order. All packages, packing slips, and invoices must be plainly marked with the purchase order number for this Contract and such other information as Liquid Robotics may request from time to time.
- 5. TAXES.** Unless this Contract specifies otherwise, the price of this Contract includes, and Supplier is liable for, and shall pay, all taxes, impositions, charges and exactions imposed on or measured by this Contract except for applicable sales and use taxes that are separately stated on Supplier's invoice. Prices shall not include any taxes, impositions, charges or exactions for which Liquid Robotics has furnished a valid exemption certificate or other evidence of exemption.
- 6. DELIVERY.** Time is of the essence in the performance of this Contract, and any delay in delivery of Services, if unexcused, shall constitute a material breach. Delivery of Services will be in accordance with SOW or Quote Delivery dates or the payment schedule. Supplier shall not deliver Services prior to the scheduled delivery dates unless authorized in writing by Liquid

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Robotics' Authorized Representative.

In the event of any anticipated or actual delay, including but not limited to delays attributed to labor disputes, Supplier shall: (i) promptly notify Liquid Robotics in writing of the reasons for the delay and the actions being taken to overcome or minimize the delay; (ii) provide Liquid Robotics with a written recovery schedule; and (iii) if requested by Liquid Robotics ship via air or expedited routing, at no additional cost to Liquid Robotics, to avoid or minimize delay to the maximum extent possible.

- 7. INSPECTION.** At no additional cost to Liquid Robotics, Services shall be subject to inspection, surveillance and test at reasonable times and places, including Supplier's subcontractors' locations. Liquid Robotics shall perform inspections, surveillance and tests so as not to unduly delay the work.

Supplier shall maintain an inspection system acceptable to Liquid Robotics for the Services purchased under this Contract. If Liquid Robotics performs an inspection or test on the premises of Supplier or its subcontractors, Supplier shall furnish, and require its subcontractors to furnish, without additional charge, reasonable facilities and assistance for the safe and convenient performance of these duties. If the inspection discloses, in Liquid Robotics' good faith opinion, that Supplier's ability to meet the requirements of this Contract is questionable, Liquid Robotics may, in its sole discretion, treat such circumstance as a material breach and terminate this Contract, or require correction, replacement or re-performance of any defective or nonconforming Services request re-performance of the Services in accordance with Article 12, Warranty.

- 8. INDEPENDENT PARTIES.** Supplier is an independent contractor for all purposes. In no event shall Supplier or its agents, representatives or employees be deemed to be agents, representatives or employees of Liquid Robotics. Supplier's employees shall be paid exclusively by Supplier for all Services performed. Supplier shall comply with all requirements and obligations relating to such employees under federal, state and local law (or foreign law, if applicable). Such compliance shall include, but not be limited to, laws regarding minimum wages, social security, unemployment insurance, federal and state income taxes and workers' compensation insurance and any immigration or employment or entity registration issues within foreign countries where Services may be performed.

- 9. INDEMNIFICATION, INSURANCE AND PROTECTION OF PROPERTY.** The following provisions shall only apply if and to the extent Supplier's personnel enter or perform work at premises owned or controlled by Liquid Robotics or Liquid Robotics' customer:

- a. Indemnification. Supplier shall defend, indemnify and hold harmless Liquid Robotics, The Boeing Company, its subsidiaries, and their directors, officers, employees and agents from and against all actions, causes of action, liabilities, claims, suits, judgments, liens, awards and damages of any kind and nature whatsoever for property damage, personal injury or death (including without limitation injury to or death of employees of Supplier or any subcontractor thereof) and expenses, costs of litigation and counsel fees related thereto or incident to establishing the right to indemnification, arising out of or in any way related to this Contract, the performance thereof by Supplier, any subcontractor thereof or other third parties within the control or acting at the direction of Supplier, or

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any of their respective employees (collectively for the purposes of this Paragraph, the "Supplier Parties"), including, without limitation, the provision of goods, services, personnel, facilities, equipment, support, supervision or review. The foregoing indemnity shall apply only to the extent of the negligence or willful misconduct of the Supplier Parties that occurs while on premises owned or controlled by Liquid Robotics. In no event shall Supplier's obligations hereunder be limited to the extent of any insurance available to or provided by Supplier or any subcontractor thereof. Supplier expressly waives any immunity under industrial insurance, whether arising out of statute or other source, to the extent of the indemnity set forth in this Paragraph.

- b. Commercial General Liability Insurance. Throughout the term of this Purchase Order, and until final acceptance by Liquid Robotics, Supplier shall carry and maintain, and ensure that any subcontractor carry and maintain, commercial general liability insurance with available limits of not less than \$2,000,000 per occurrence for bodily injury and property damage combined. Such insurance shall contain coverage for all premises and operations, broad form property damage, contractual liability (including, without limitation, that specifically assumed under Paragraph a herein) and goods and completed-operations insurance with limits of not less than \$1,000,000 per occurrence for a minimum of twenty-four (24) months after final acceptance of the work by Liquid Robotics. Such insurance shall not be maintained on a per-project basis unless the respective Supplier or subcontractor thereof does not have blanket coverage.
- c. Worker's Compensation and Employers' Liability. Throughout the period when work is performed and until final acceptance by Liquid Robotics, Supplier shall, and ensure that any subcontractor thereof shall, cover or maintain insurance in accordance with the applicable laws relating to workers' compensation with respect to all of their respective employees working on or about Liquid Robotics' premises. If Liquid Robotics is required by any applicable law to pay any workers' compensation premiums with respect to an employee of Supplier or any subcontractor, Supplier shall reimburse Liquid Robotics for such payment.
- d. Automobile or Marine Vessel Liability. If licensed vehicles or vessels will be used in connection with the performance of the work, Supplier shall carry and maintain, and ensure that any subcontractor who uses a licensed vehicle or vessel in connection with the performance of the work carries and maintains, throughout the period when work is performed and until final acceptance by Liquid Robotics, business automobile liability insurance or equivalent marine vessel insurance covering all vehicles or vessels, whether owned, hired, rented, borrowed or otherwise, with available limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- e. Certificates of Insurance. Prior to commencement of the work, Supplier shall provide for Liquid Robotics' review and approval, certificates of insurance reflecting full compliance with the requirements set forth in Paragraphs b, c and d. Such certificates shall be kept current and in compliance throughout the period when work is being performed and until final acceptance by Liquid Robotics, and shall provide for thirty (30) days advance

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written notice to Liquid Robotics in the event of cancellation. Failure of Supplier or any subcontractor thereof to furnish certificates of insurance, or to procure and maintain the insurance required herein or failure of Liquid Robotics to request such certificates, endorsements or other proof of coverage shall not constitute a waiver of Supplier's or subcontractor's obligations hereunder.

- f. Self-Assumption. Any self-insured retention, deductibles and exclusions in coverage in the policies required herein shall be assumed by, for the account of and at the sole risk of Supplier or the subcontractor which provides the insurance and, to the extent applicable, shall be paid by such Supplier or subcontractor. In no event shall the liability of Supplier or any subcontractor thereof be limited to the extent of any of the minimum limits of insurance required herein.
- g. Protection of Property. Supplier assumes, and shall ensure that all subcontractors thereof and their respective employees assume, the risk of loss or destruction of or damage to any property of such parties, whether owned, hired, rented, borrowed or otherwise, brought to a facility owned or controlled by Liquid Robotics or Liquid Robotics' customer. Supplier waives, and shall ensure that any subcontractor thereof and their respective employees waive, all rights of recovery against Liquid Robotics, its parent company, subsidiaries and their respective directors, officers, employees and agents for any such loss, destruction or damage. At all times, Supplier shall, and ensure that any subcontractor thereof shall, use suitable precautions to prevent damage to Liquid Robotics' property. If any such property is damaged by the fault or negligence of Supplier or any subcontractor thereof, Supplier shall, at no cost to Liquid Robotics, promptly and equitably reimburse Liquid Robotics for such damage or repair or otherwise make good such property to Liquid Robotics' satisfaction. If Supplier fails to do so, Liquid Robotics may do so and recover from Supplier the cost thereof.

10. CHANGES. Liquid Robotics is entitled, at any time, to change the specifications of SOW for the Services or any other matters relating to performance of this Purchase Order Contract. If such change increases or decreases the cost or time required to perform this Contract, Liquid Robotics and Supplier shall negotiate an equitable adjustment in the price or schedule, or both, to reflect the increase or decrease. Liquid Robotics shall modify this Contract in writing accordingly. Unless otherwise agreed in writing, Supplier must assert any claim for adjustment to Liquid Robotics' Authorized Representative in writing within twenty-five (25) days and deliver a fully supported proposal to Liquid Robotics' Authorized Representative within sixty (60) days, after Supplier's receipt of such direction. Liquid Robotics may, at its sole discretion, consider any claim regardless of when asserted. If Supplier's proposal includes the cost of property made obsolete or excess by the change, Liquid Robotics may direct the disposition of the property. Liquid Robotics may examine Supplier's pertinent books and records to verify the amount of Supplier's claim. Failure of the Parties to agree upon any adjustment shall not excuse Supplier from performing in accordance with Liquid Robotics' direction.

Supplier shall not make any change or deviation to Services covered specifically by this Purchase Order, except with Liquid Robotics' prior written consent. Any changes considered by the Supplier must be submitted to Liquid Robotics in writing for review. If changes are

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submitted for approval, the information submitted must include a complete description of the change and the effect the change will have on all characteristics of the Services.

11. SUSPENSION OF WORK. Liquid Robotics may, at any time by written order, suspend all or any part of the work to be performed under this Contract for a period not to exceed one hundred eighty (180) days. Within such period of any suspension of work, Liquid Robotics shall: (i) cancel the suspension of work order; (ii) terminate this Contract in accordance with the "Termination for Convenience" Article of this Contract; (iii) cancel this Contract in accordance with the "Cancellation for Default" Article of this Contract if grounds for default exist; or (iv) extend the stop work period.

Supplier shall resume work whenever a suspension is canceled. Liquid Robotics and Supplier shall negotiate an equitable adjustment in the price or schedule or both if: (i) this Contract is not canceled or terminated; (ii) the suspension results in a change in Supplier's cost of performance or ability to meet the Contract delivery schedule; and (iii) Supplier submits a claim for adjustment within twenty (20) days after the suspension is canceled.

12. WARRANTY. Supplier warrants that:

- a. The Services shall be performed by employees or agents of Supplier who are experienced and skilled in their profession and in accordance with industry standards;
- b. The Services will be in exact accordance with the specifications, drawings and other instructions attached to this Contract or to which Liquid Robotics and Supplier subsequently agree in writing.
- c. The Services shall be free from defects in workmanship and conform to the requirements of this Contract.
- d. The Services shall not infringe any patent, copyright, trademark, or other proprietary right of any third party or misappropriate any trade secret of any third party.

Further, To the extent Supplier's delivery of Services includes materials or goods, Supplier warrants that such goods will be free from liens or encumbrances and defects in materials, workmanship, and design (except to the extent such defective design is attributable to Liquid Robotics) for a period of at least one (1) year from final acceptance of goods and shall conform to all specifications and requirements under this Contract. This warranty shall not be deemed waived by Liquid Robotics' acceptance of or payment for any goods.

This warranty shall begin upon Liquid Robotics' final acceptance of the Services and shall survive inspection, test and payment for the Services. This warranty shall extend for a period of one (1) year or such other period as set forth elsewhere in this Contract, and Liquid Robotics shall give Supplier notice after discovery of any defect or nonconformance in the Services. This warranty shall run to Liquid Robotics and its successors, assigns and customers. In the event of defective or non-conforming Services, Liquid Robotics may, at its option and at Supplier's expense, either (i) require correction, replacement or re-performance of any defective or nonconforming Services, or (ii) make an equitable adjustment in the price of this Contract. Any Services corrected, replaced or re-performed shall be subject to the requirements of this Contract to the same extent as Services initially performed.

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13. BUSINESS CONDUCT.

- a. Compliance with Laws. Supplier and the Services shall comply with all applicable statutes and government rules, regulations and orders including without limitation, (i) all applicable country laws relating to anti-corruption or anti-bribery, including, but not limited to, legislation implementing the Organization for Economic Co-operation and Development "Convention on Combating Bribery of Foreign Public Officials in International Business Transactions" or other anti-corruption/anti-bribery convention; and (ii) the requirements of the Foreign Corrupt Practices Act, as amended, ("FCPA") (15 U.S.C. §§78dd-1, *et. seq.*), regardless of whether Supplier is within the jurisdiction of the United States, and Supplier shall, neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value received from Liquid Robotics to a non-U.S. public official or any person in violation of the FCPA and/or in violation of any applicable country laws relating to anti-corruption or anti-bribery.
- b. Gratuities. Supplier warrants that neither it nor any of its employees, agents, or representatives have offered or given, or will offer or give, any gratuities to Liquid Robotics' employees, agents or representatives for the purpose of securing this Contract or securing favorable treatment under this Contract.
- c. Code of Basic Working Conditions and Human Rights. Liquid Robotics is committed to providing a safe and secure working environment and the protection and advancement of basic human rights in its worldwide operations. In furtherance of this commitment, Liquid Robotics has adopted the Boeing Company Code of Basic Working Conditions and Human Rights setting out in detail the measures it takes to ensure this commitment is fulfilled. This code may be downloaded at <http://www.boeing.com/aboutus/culture/code.html>. Liquid Robotics strongly encourages Supplier to adopt and enforce concepts similar to those embodied in the Boeing Code, including conducting Supplier's operations in a manner that is fully compliant with all applicable laws and regulations pertaining to fair wages and treatment, freedom of association, personal privacy, collective bargaining, workplace safety and environmental protection. Supplier shall include the substance of this clause, including this flow-down requirement, in all subcontracts awarded by Supplier for work under this Contract.
- d. Environmental Health and Safety Performance. Supplier acknowledges and accepts full and sole responsibility to maintain an environment, health and safety management system ("EMS") appropriate for its business throughout the performance of this Contract. Liquid Robotics expects that Supplier's EMS will promote health and safety, environmental stewardship, and pollution prevention by appropriate source reduction strategies. Supplier shall convey the requirement of this clause to its suppliers. Supplier shall not deliver goods that contain any asbestos mineral fibers.

14. **PATENT, TRADEMARK AND COPYRIGHT INDEMNITY.** Supplier warrants that the Services and any goods or materials delivered under this Contract (including but not limited to software) do not infringe upon any third party's intellectual property, including patents, copyrights, trademarks or trade secrets, and that Supplier has all necessary rights to sell or

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license the Services. Supplier shall indemnify, defend and hold harmless Liquid Robotics, The Boeing Company, all Boeing subsidiaries and all officers, agents and employees of Boeing or any Boeing subsidiary, and its customer from all claims, suits, actions, awards (including, but not limited to, awards based on intentional infringement of patents known at the time of such infringement, exceeding actual damages and/or including attorneys' fees and/or costs), liabilities, damages, costs and attorneys' fees related to the actual or alleged infringement of any United States or foreign intellectual property right (including, but not limited to, any right in a patent, copyright, industrial design or semiconductor mask work, or based on misappropriation or wrongful use of information or documents) and arising out of the Supplier's provision of the Services and/or sale or use of the Services by either Liquid Robotics or its customer. Liquid Robotics and/or its customer will duly notify Supplier of any such claim, suit or action. Supplier will, at its own expense, fully defend such claim, suit or action on behalf of the indemnitees. Supplier will have no obligation under this Article with regard to any infringement arising from (a) the compliance of Supplier's new product design with formal specifications issued by Liquid Robotics where infringement could not be avoided in complying with such specifications or (b) use or sale of Services for other than their intended application in combination with other items when such infringement would not have occurred from the use or sale of those Services solely for the purpose for which they were designed or sold by Supplier. The exception in (a) above shall not apply if the infringement arises out of adherence to one or more industry standards or regulatory requirements.

15. INTELLECTUAL PROPERTY.

a. Definitions

- i) Intellectual Property ("IP"). IP means inventions, discoveries and improvements, know-how, works of authorship, technical data, drawings, specifications, process information, reports and documented information; and computer software. IP includes all worldwide common law and statutory rights to the foregoing, including but not limited to, patents, industrial designs, trade secrets, copyrights, mask work registrations, and the like.
- ii) Background IP. Background IP means of all IP owned or developed by Supplier prior to the effective date of or outside the scope of this Contract.
- iii) Foreground IP. Foreground IP means IP conceived, developed or first reduced to practice by, for or with Supplier either alone or with others in the performance of this Contract.

- b. Supplier-Owned IP. Supplier shall retain ownership of all its Background IP and of any Foreground IP not assigned to Liquid Robotics pursuant to Paragraph e. below (collectively, the "Supplier-Owned IP"). With regard to Supplier-Owned IP that is other than Proprietary Information and materials, Supplier grants to Liquid Robotics an irrevocable, nonexclusive, sub licensable, perpetual, paid-up, royalty-free, worldwide license (i) to use, reproduce, distribute, modify, and prepare derivative works of such Supplier-Owned IP and (ii) to use, make, have made, offer for sale, sell, distribute and import products and services that incorporate or embody such Supplier-Owned IP, in each case solely as necessary for the purpose of exploiting Liquid Robotics' rights in the Services and/ or the Foreground IP assigned to Liquid Robotics hereunder or as otherwise permitted under this Contract. Supplier grants to Liquid Robotics such

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license rights for any purpose in the event Liquid Robotics cancels all or part of this Contract for Supplier default in accordance with the “Cancellation for Default” Article of this Contract or in the event Liquid Robotics, in its own judgment, must provide Supplier with design, manufacturing, or on-site support substantially in excess of what is required of Liquid Robotics under this Contract in order for Supplier to comply with this Contract.

- c. Agreements. Supplier shall obtain agreements with its employees and independent contractors to enable the grant of rights to which Liquid Robotics is entitled under this Article.
- d. Third Party IP. To the extent Supplier incorporates third-party IP into any contract deliverable, Supplier shall obtain for Liquid Robotics at least the license rights granted in Paragraph b of this Article in such third-party IP, at no additional cost to Liquid Robotics and hereby grants such rights to Liquid Robotics.
- e. Foreground IP. The following subparagraphs of this Paragraph shall not apply to any Services to the extent their development was funded by the U.S. Government.
 - i. All Foreground IP shall be the exclusive property of Liquid Robotics. To the extent Foreground IP consists of works of authorship that qualify as a “work for hire” as defined under U.S. copyright law, such works shall be deemed to be “works made for hire” with the copyrights automatically vesting in Liquid Robotics. For all other Foreground IP, Supplier hereby irrevocably transfers, conveys, and assigns all right, title and interest in such Foreground IP free of charge to Liquid Robotics. Supplier shall protect Foreground IP that is Proprietary Information and Materials as required by this Contract and shall mark documents or portions of documents containing Foreground IP as “Liquid Robotics Proprietary” information or as otherwise directed by Liquid Robotics in writing.
 - ii. Supplier will, within two (2) months after conception or first actual reduction to practice of any invention and prior to Contract completion, disclose in writing to Liquid Robotics all inventions, whether or not patentable, in sufficient technical detail to clearly convey the invention to one skilled in the art to which the invention pertains. Supplier shall promptly execute all written instruments, and assist as Liquid Robotics reasonably directs in order to file, acquire, prosecute, maintain, enforce and assign Liquid Robotics’ Foreground IP rights. Supplier hereby irrevocably appoints Liquid Robotics and any of Liquid Robotics’ officers and agents as Supplier’s attorney in fact to act on Supplier’s behalf and instead of Supplier, with the same legal force and effect as if executed by Supplier, with respect to executing any such written instruments.
 - iii. Liquid Robotics-Owned IP. Liquid Robotics shall retain ownership of all Liquid Robotics IP provided hereunder and of any Foreground IP assigned to Liquid Robotics pursuant to Paragraph e. above (collectively, the “Liquid Robotics -Owned IP”). Liquid Robotics grants to Supplier a non-exclusive, royalty-free right during the term of this Contract to use, reproduce, modify, practice and prepare derivative works of any Liquid Robotics -Owned IP solely as necessary for Supplier to perform its obligations under this Contract or otherwise permitted under this Contract. Supplier shall not, without

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Liquid Robotics' prior written consent, use Liquid Robotics -Owned IP or any derivative works of any of the Liquid Robotics -Owned IP in any manner not authorized under this Contract, including, but not limited to, developing, manufacturing, obtaining a certification to manufacture, offering for sale or selling any product, equipment, or service which utilizes or is enabled by Liquid Robotics -Owned IP.

- 16. LIQUID ROBOTICS FURNISHED PROPERTY** All items furnished by Liquid Robotics, to Supplier under this Purchase Order Contract shall be the property of Liquid Robotics and no reproductions or property interest shall be retained by Supplier. Supplier shall clearly mark, maintain an inventory of, and keep segregated or identifiable all of Liquid Robotics' property and all property to which Liquid Robotics acquires an interest by virtue of this Purchase Order. Supplier assumes all risk of loss, destruction or damage of such property while in Supplier's possession, custody or control, including any transfer to Supplier's subcontractors. Upon request, Supplier shall provide Liquid Robotics with adequate proof of insurance against such risk of loss. Supplier shall not use such property other than in performance of this Purchase Order without Liquid Robotics' prior written consent. Supplier shall notify Liquid Robotics' Authorized Representative if Liquid Robotics' property is lost, damaged or destroyed. As directed by Liquid Robotics, upon completion, termination, or cancellation of this Purchase Order Contract, Supplier shall deliver such property, to the extent not incorporated in delivered Services or Goods, to Liquid Robotics in good condition subject to ordinary wear and tear and normal manufacturing losses. Nothing in this Article limits Supplier's use, in its direct contracts with the Government, of property in which the Government has an interest.
- 17. Government-Owned Property.** To the extent that Supplier, including any subcontractor thereof, uses U.S. Government property, either furnished to or acquired by Supplier under this Contract, in the performance of this Contract, Supplier shall manage such property in accordance with FAR 52.245-1 (APR 2012), unless some other date version or equivalent FAR clause is provided elsewhere in this Contract.
- 18. Special Tooling.** To the extent that Supplier, including any subcontractor thereof, uses special tooling, either furnished to or acquired by Supplier under this Contract, in the performance of this Contract, Supplier shall manage such tooling in accordance with applicable FAR clauses.
- 19. CONFIDENTIALITY.** Supplier may not disclose to any third party (other than a government or judiciary body, as required by law), or use to the detriment of Liquid Robotics, the existence or details of this Purchase Order or any agreement or arrangement with Liquid Robotics, or any information Supplier receives or learns about Liquid Robotics in connection with or as a result this Purchase Order (collectively, "Liquid Robotics Confidential Information"), except as is necessary to perform this Contract. Supplier shall exercise the same degree of care with respect to Liquid Robotics Confidential Information as it uses for its own confidential information, but no less than reasonable care. Supplier shall disclose Liquid Robotics Confidential Information only to those of its directors, officers, or employees as reasonably necessary to perform this Purchase Order, provided that such persons are required by written agreement or fiduciary obligation to maintain in confidence and not use Liquid Robotics Confidential Information except as permitted by this Contract.

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- 20. PUBLICITY AND CUSTOMER COMMUNICATION.** Without Liquid Robotics' prior written approval, Supplier shall not, and shall require that its subcontractors at any tier shall not, release any publicity, advertisement, news release or denial or confirmation of same regarding this Contract or the Services or program to which it pertains. Supplier shall be responsible to Liquid Robotics for any breach of such obligation by any subcontractor. Except as otherwise expressly provided in this Contract, Supplier shall have no communications regarding the foregoing with Liquid Robotics' customer, including any higher-tier contractor(s), without Liquid Robotics' advance written approval and coordination.
- 21. UTILIZATION OF SMALL BUSINESS CONCERNS.** Supplier agrees to use best efforts to actively seek out and provide the maximum practicable opportunities for small businesses, small disadvantaged businesses, women-owned small businesses, minority business enterprises, historically black colleges and universities and minority institutions, Historically Underutilized Business Zone small business concerns and US Veteran and Service-Disabled Veteran Owned small business concerns to participate in the subcontracts Supplier awards to the fullest extent consistent with the efficient performance of this Contract.
- 22. ACCESS TO PLANTS AND PROPERTIES.** Where Supplier is either entering or performing work at premises owned or controlled by Liquid Robotics or Liquid Robotics' customer or obtaining access electronically to Liquid Robotics systems or information, Supplier shall comply with: (i) all the rules and regulations established by Liquid Robotics or Liquid Robotics' customer for access to and activities in and around premises controlled by Liquid Robotics or Liquid Robotics' customer; and (ii) Liquid Robotics requests for information and documentation to validate citizenship or immigration status of Supplier's personnel or subcontractor personnel.
- 23. ACCESS TO LIQUID ROBOTICS INFORMATION AND ELECTRONIC SYSTEMS.** In addition to any other rights and obligations set forth in any relevant Agreement, Supplier acknowledges that any information accessed through the electronic information systems operated by or on behalf of Liquid Robotics, whether or not marked as "proprietary" or equivalent, shall be considered as proprietary to Liquid Robotics and shall be protected in accordance with this Purchase Order Contract.
- 24. SOFTWARE LICENSES.** If software is licensed under this Purchase Order, except as explicitly agreed to the contrary by Liquid Robotics in writing, the license is worldwide, perpetual, royalty-free and granted in favor of Liquid Robotics and its affiliates, which may make a reasonable number of copies of the licensed software. A Liquid Robotics affiliate is an entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, Liquid Robotics. Control shall mean owning or having the right to exercise fifty percent or more of the voting power of the entity. Supplier represents and warrants that there is no unauthorized code in any of the hardware or software supplied by Supplier and that any support/maintenance by Supplier will not introduce unauthorized code into the hardware or software. Unauthorized code means any virus, Trojan horse, worm, or other software routines designed to permit unauthorized or undocumented access, to disable, erase, or otherwise cause harm to software, hardware, or data.
- 25. COUNTERFEIT GOODS.**
- a. Where the provision of Services contemplates the delivery of goods under this Contract, Supplier shall not furnish goods or separately-identifiable items or components of goods

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that: (i) are an unauthorized copy or substitute of an Original Equipment Manufacturer or Original Component Manufacturer (collectively, "OEM") item; (ii) are not traceable to an OEM sufficient to ensure authenticity in OEM design and manufacture; (iii) do not contain proper external or internal materials or components required by the OEM or are not constructed in accordance with OEM design; (iv) have been re-worked, re-marked, re-labeled, repaired, refurbished, or otherwise modified from OEM design but not disclosed as such or are represented as OEM authentic or new; or (v) have not passed successfully all OEM required testing, verification, screening, and quality control processes (hereinafter "Counterfeit Goods"). Notwithstanding the foregoing, Counterfeit Goods or items that contain modifications, repairs, re-work, or re-marking as a result of Supplier's or its subcontractor's design authority, material review procedures, quality control processes or parts management plans, and that have not been misrepresented or mismarked shall not be deemed Counterfeit Goods. Counterfeit Goods shall be deemed nonconforming to this Contract.

- b. Supplier shall implement an appropriate strategy to ensure that goods furnished to Liquid Robotics under this Contract are not Counterfeit Goods. Supplier's strategy shall include, but is not limited to, the direct procurement of items from OEMs or authorized suppliers, conducting approved testing or inspection to ensure the authenticity of items, and, when items are to be procured from non-authorized suppliers, obtaining from such non-authorized suppliers appropriate certificates of conformance that provide one or more of the following: (i) the OEM's original certificate of conformance for the item; (ii) sufficient records providing unbroken supply chain traceability to the OEM; or (iii) test and inspection records demonstrating the item's authenticity.
- c. If Supplier becomes aware or suspects that it has furnished Counterfeit Goods to Liquid Robotics under this Contract, Supplier promptly, but in no case later than thirty (30) days from discovery, shall notify Liquid Robotics and replace, at Supplier's expense, such Counterfeit Goods with OEM or Liquid Robotics-approved goods that conform to the requirements of this Contract. Supplier shall be liable for all costs related to the replacement of any Counterfeit Goods and any testing or validation necessitated by the installation of authentic goods after Counterfeit Goods have been replaced.
- d. Supplier bears responsibility for procuring authentic goods or items from its subcontractors and shall ensure that all such subcontractors comply with the requirements of this Article.

26. TRADE CONTROL COMPLIANCE

- a. The Parties shall comply with all export and import laws, regulations, decrees, orders, and policies of the United States Government, and the Government of any country in which the Parties conduct business pursuant to this Purchase Order, including but not limited to the Export Administration Regulations ("EAR") of the U.S. Department of Commerce, the International Traffic in Arms Regulations ("ITAR") of the U.S. Department of State, the U.S. Customs & Border Protection Regulations, the Harmonized Tariff Schedule, and the anti-boycott, and embargo regulations, and guidelines as set forth in the EAR and in the U.S. Department of the Treasury, Office of Foreign Assets Control (collectively, "Trade Control Laws").

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- b. Supplier shall control the disclosure of, and access to, controlled items or technical data provided by Liquid Robotics related to performance of this Purchase Order in compliance with all applicable Trade Control Laws. Supplier shall not transfer (to include transfer to foreign persons employed by or associated with, or under contract to Supplier, or Supplier's sub-tier suppliers or Supplier's non-U.S. affiliates) any export controlled item, data, or services, without providing advance notice to Liquid Robotics and obtaining the requisite export and/or import authority.
- c. Subject to applicable Trade Control Laws, Supplier shall provide Liquid Robotics with the export control classification of any commodity or technology including software.
- d. Supplier represents that it maintains an effective export/import control compliance program in accordance with all applicable Trade Control Laws. A copy of process control documents and other documents reasonably requested by Liquid Robotics related to Supplier's compliance with applicable Trade Control Laws shall be made available to Liquid Robotics upon request.
- e. Supplier shall promptly notify Liquid Robotics if Supplier is, or becomes, listed in any Denied Parties List or if Supplier's export privileges are otherwise denied, suspended or revoked in whole or in part by any Governmental entity.
- f. Supplier shall timely inform Liquid Robotics of any actual or alleged violations of any applicable Trade Control Laws, including any suits, actions, proceedings, notices, citations, inquiries, or other communications from any government agency concerning any actual or alleged violations, in Supplier's performance under this Purchase Order and shall comply with all reasonable requests from Liquid Robotics for information regarding any such violations.
- g. Supplier shall incorporate into any contracts with its sub-tier suppliers, obligations no less restrictive than those set forth in this Article requiring compliance with all applicable Trade Control Laws.

27. TERMINATION FOR CONVENIENCE. Liquid Robotics may terminate all or part of this Contract for its sole convenience. In the event of such termination, Supplier shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to stop work. Subject to the terms of this Contract, within ninety (90) days after the effective date of termination, Supplier may submit to Liquid Robotics a claim reflecting the percentage of the work performed prior to the effective date of termination, plus reasonable charges that Supplier can demonstrate to the satisfaction of Liquid Robotics using its standard record keeping system have resulted from the termination. Supplier shall not be paid for any work performed or costs incurred which reasonably could have been avoided. Further, Supplier shall not be paid, and in no event shall Liquid Robotics be obligated to pay, lost or anticipated profits or unabsorbed indirect costs or overhead. In no event shall Liquid Robotics be obligated to pay Supplier any amount in excess of the Contract price. The provisions of this Article shall not limit or affect the right of Liquid Robotics to cancel this Contract for default. Supplier shall continue all work not terminated.

28. CANCELLATION FOR DEFAULT

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- a. Liquid Robotics may, by written notice to Supplier, cancel all or part of this Contract: (i) if Supplier fails to deliver the Services within the time specified by this Contract or any written extension; (ii) if Supplier fails to perform any other provision of this Contract or fails to make progress, so as to endanger performance of this Contract, and, in either of these two circumstances, within ten (10) days after receipt of notice from Liquid Robotics specifying the failure, does not cure the failure or provide Liquid Robotics with a written detailed plan adequate to cure the failure if such failure reasonably cannot be cured within such ten (10) days and such plan is acceptable to Liquid Robotics; or (iii) in the event of Supplier's bankruptcy, suspension of business, insolvency, appointment of a receiver for Supplier's property or business, or any assignment, reorganization or arrangement by Supplier for the benefit of its creditors.
 - b. Supplier shall continue all Services not canceled. If Liquid Robotics cancels all or part of this Contract, Supplier shall be liable for Liquid Robotics' excess re-procurement costs.
 - c. Liquid Robotics may require Supplier to transfer title and deliver to Liquid Robotics, as directed by Liquid Robotics, any (i) completed goods, and (ii) any partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and contract rights (collectively, "Manufacturing Materials") that Supplier has specifically produced or acquired for the canceled portion of this Contract. Upon direction from Liquid Robotics, Supplier shall also protect and preserve property in its possession in which Liquid Robotics or its customer has an interest.
 - d. Liquid Robotics shall pay the Contract price for completed goods accepted. In addition, any payment for Manufacturing Materials accepted by Liquid Robotics and for the protection and preservation of property shall be at a price determined in accordance with the "Termination for Convenience" Article of this Contract, except that Supplier shall not be entitled to profit. Liquid Robotics may withhold from any amount due under this Contract any sum Liquid Robotics determines to be necessary to protect Liquid Robotics or Liquid Robotics' customer against loss because of outstanding liens or claims of former lien holders.
 - e. If, after cancellation, it is determined that Supplier was not in default, the rights and remedies of the Parties shall be as if the Contract had been terminated according to the "Termination for Convenience" Article of this Contract.
- 29. LIMITATIONS.** Any actions or claims by Supplier under this Purchase Order for breach, nonperformance or otherwise shall be commenced within twelve (12) months after the occurrence giving rise to the action or claim.
- 30. WAIVER.** Liquid Robotics' rights hereunder may not be waived except by written instrument signed by an authorized agent. Liquid Robotics' waiver of a breach of this Purchase Order in one instance shall not be deemed a waiver with respect to any other breach.
- 31. SUCCESSORS; ASSIGNS.** This Purchase Order shall be binding upon the representatives, successors and assigns of the Parties; provided that Supplier may not assign this Purchase Order in whole or in part without the prior written consent of Liquid Robotics and any such purported assignment shall be void.

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- 32. SEVERABILITY.** Should any term of this Purchase Order be declared void or unenforceable by any court of competent jurisdiction, if possible, that part will be amended to achieve as nearly as possible the same economic effect as the original provision and, if not possible, that part will be severed, and the remainder of this Purchase Order will remain in full force and effect.
- 33. APPLICABLE LAW.** The terms and conditions of this Purchase Order and the resolution of any disputes arising out of it shall be governed by and interpreted in accordance with the laws (without giving effect to conflicts of law principles) of the State of Delaware without regard to the conflict of law rules thereof provided that (i) contract provisions that have been incorporated directly from or by express reference to the FAR or FAR supplements, (ii) contract provisions that have been flowed down from a contract with the U.S. Government, and (iii) the Changes and Termination for Convenience Articles, shall be construed and interpreted according to the federal common law of government contracts, as enunciated and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the federal government. This Purchase Order excludes the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.
- 34. DISPUTES.** Any dispute that arises under or is related to this Contract that cannot be settled by mutual agreement of the Parties may be decided by a court of competent jurisdiction. Pending final resolution of any dispute, Supplier shall proceed with performance of this Contract according to Liquid Robotics' instructions so long as Liquid Robotics continues to pay amounts not in dispute.
- 35. ACCEPTANCE AND REJECTION**
- a. Liquid Robotics shall accept the Services or give Supplier notice of rejection within a reasonable time after the date of delivery. No payment, prior test, inspection, passage of title, any failure or delay in performing any of the foregoing, or failure to discover any defect or other nonconformance shall relieve Supplier of any obligations under this Contract or impair any rights or remedies of Liquid Robotics.
 - b. If Supplier delivers defective or non-conforming Services, Liquid Robotics may at its option and at Supplier's expense: (i) require Supplier to promptly re-perform, correct or replace the Services; (ii) correct the Services; or (iii) obtain replacement Services from another source. Return to Supplier of defective or non-conforming Services and redelivery to Liquid Robotics of corrected or replaced Services shall be at Supplier's expense.
 - c. Supplier shall not redeliver corrected or rejected Services without disclosing the former rejection or requirement for correction. Supplier shall disclose any corrective action taken. All repair, replacement and other correction and redelivery shall be completed as Liquid Robotics may reasonably direct.
- 36. FORCE MAJEURE.** Supplier shall not be liable for the excess re-procurement costs pursuant to the "Cancellation for Default" Article of this Contract incurred by Liquid Robotics because of any failure to perform this Contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of Supplier. Examples of these causes are: (a) acts of God or of the public enemy; (b) acts of the Government in either its sovereign or contractual capacity; (c) fires; (d) floods; (e) epidemics; (f) quarantine restrictions; (g) strikes;

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(h) freight embargoes; and (i) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of Supplier. If Supplier's failure is caused by the failure of a subcontractor of Supplier and if such failure arises out of causes beyond the reasonable control of both, and if such failure is without the fault or negligence of either, Supplier shall not be liable for excess re-procurement costs unless the Services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Supplier to meet the required delivery schedules. Supplier shall notify Liquid Robotics in writing within ten (10) days after the beginning of any such cause(s). In all cases, Supplier shall use reasonable efforts to avoid or minimize all such failures, including exercising work-around plans or obtaining the Services from other sources.

37. RECIPROCAL WAIVER OF CLAIMS – QUALIFIED ANTI-TERRORISM TECHNOLOGY. If this Contract involves the manufacture, sale, use, or operation of a Qualified Anti-Terrorism Technology(ies) and Supplier is either Liquid Robotics' (i) contractor, (ii) subcontractor, (iii) supplier, or (iv) vendor of or for such technologies, then pursuant to 6 U.S.C. §443(b) of the SAFETY Act and 6 C.F.R. §25.5(e), the Parties agree to a Reciprocal Waiver of Claims and each Party shall be responsible for Losses, including business interruption losses, that such Party sustains (and for Losses that its employees sustain) resulting from an activity resulting from an Act of Terrorism when the Qualified Anti-Terrorism Technology(ies) has been deployed in defense against or response to or recovery from such Act of Terrorism. "Act of Terrorism," "Loss," "Qualified Anti-Terrorism Technology," and "Reciprocal Waiver of Claims," are defined in 6 U.S.C. §§443-444.

38. REQUIRED U.S.G. FEDERAL ACQUISITION REGULATIONS (FAR) FLOWDOWNS

- a. Government or other Buyer customer clauses applicable to this Contract, if any, are incorporated elsewhere in this Contract either by attachment or by some other means of reference.
- b. In addition, the clause(s) below are incorporated by reference, as if fully set forth herein, from the Federal Acquisition Regulation ("FAR") and/or Defense Federal Acquisition Regulation Supplement ("DFARS") and apply to the extent indicated therein. Except as may be otherwise stated, "Contractor," "Offeror" or any equivalent terms means Seller, "Government," "Contracting Officer" or any equivalent terms means Buyer, and all references to a "Disputes" clause shall mean the "Disputes" article of this Contract. The effective version of each clause listed shall be the latest version published on the date this Contract is issued. The full text of a clause may be accessed electronically at <https://www.acquisition.gov/content/regulations>.
- c. 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. Paragraph (b) is deleted and replaced with the following: "Seller is prohibited from providing Buyer with covered telecommunications equipment or services, or with any equipment, systems, or services that use covered equipment or services regardless of whether that use is in performance of work under a U.S. Government contract." Paragraph (c) is deleted in its entirety. Paragraph (d)(1) is deleted and replaced with the following: "In the event Seller identifies covered telecommunications equipment or services provided to Buyer during contract performance, or Seller is notified of such by a subcontractor at any tier or any other source,

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Seller shall report the information in paragraph (d)(2) of this clause via email to Buyer's Authorized Procurement Representative, with the required information in the body of the email.

- d. 52.244-6 Subcontract for Commercial Items (June 2020) – This clause is incorporated by reference to these terms and conditions. To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.
- e. 252.223-7999 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation 2021-O0009) - As prescribed in Class Deviation 2021-O0009, Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors: ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (DEVIATION 2021-O0009) (OCT 2021). (a) Definition. As used in this clause – United States or its outlying areas means— (1) The fifty States; (2) The District of Columbia; (3) The commonwealths of Puerto Rico and the Northern Mariana Islands; (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll. (b) Authority. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985). (c) Compliance. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>. (d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.