

1. DEFINITIONS

The following terms shall have the meanings set forth below:

- (a) "Order" means the instrument of contracting, such as "Purchase Order", "PO", "Subcontract", or other such type designation, including these terms and conditions, 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 "Order" shall also mean the Release document for the Work to be performed.
- (b) "Deliverables" means the goods, materials, products, software, technical data, intellectual property, drawings, personal property, personnel, services, or items identified and/or listed in the Order for Buyer's internal use and resale.
- (c) "FAR" means the current Federal Acquisition Regulation in its entirety.
- (d) "DFARS" means the current Department of Defense FAR Supplement in its entirety.
- (e) "Buyer" means Valiant Integrated Services. If a subsidiary or affiliate of Buyer is identified on the face of this Order, then "Buyer" means that subsidiary or affiliate.
- (f) "Buyer Procurement Representative" means a person authorized by Buyer's cognizant procurement organization to administer and/or execute this Order.
- (g) "Buyer's Customer" means the ultimate owner, lessee, or operator of the Deliverables and includes any purchaser of an end product incorporating the Deliverables provided by Seller under this Order.
- (h) "Seller" means the party identified on the face of this Order with whom Buyer is contracting.
- (i) "Work" means all required labor, articles, materials, supplies, goods, and services constituting the subject matter of this Order.

2. ACCEPTANCE OF ORDER/TERMS AND CONDITIONS

- (a) This Order is Buyer's offer to Seller to purchase the Deliverables described in this Order. Any additional terms proposed in Seller acceptance of Buyer's offer including, but not limited to, shrink-wrapped or click-through terms not specifically negotiated and identified in the Order, which add to, vary from, or conflict with the terms herein are hereby objected to by Buyer. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the contract between the Parties and may hereafter be modified only by written instrument executed by the authorized representatives of both Parties. Any of the following shall constitute Seller's unqualified acceptance of this Order and these terms and conditions: (a) acknowledgement of this Order; (b) furnishing of any part of the Deliverables under this Order; (c) acceptance of any payment for the Deliverables under this Order; or (d) commencement of performance under this Order.
- (b) If, after acceptance of Order or at any time during the performance of this Order, Seller believes that any portion of this Order is inaccurate, inconsistent, or incomplete, Seller shall promptly notify Buyer in writing, identifying any discrepancies and requesting resolution before proceeding or continuing with the portion of this Order in question. If Seller fails to contact Buyer in a timely manner to resolve said discrepancies or inconsistencies and Seller proceeds with or continues any work in question, Seller shall be deemed to

have proceeded on its own accord and shall be solely responsible for any errors or omissions, including all associated cost or schedule impacts or both resulting therefrom.

3. APPLICABLE LAWS

- (a) This Order and any matter arising out of or related to this Order shall be governed by the laws of the Commonwealth of Virginia, without regard to its conflicts of laws or provisions, except that any provision in this Order that is: (i) incorporated in full text or by reference from the 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 federal Government.
- (b) Seller, in the performance of this Order, shall comply with all applicable local, state, and federal laws, orders, rules, regulations, and ordinances. Seller shall procure all licenses/permits, pay all fees, and other required charges and shall comply with all applicable guidelines and directives of any local, state and/or federal Governmental authority. Seller, at its expense, shall provide reasonable cooperation to Buyer in conducting any investigation regarding the nature and scope of any failure by Seller or its personnel to comply with applicable local, state, and federal laws, orders, rules, regulations, and ordinances that may affect the performance of Seller obligations under this Order.
- (c)(1) If: (i) Buyer's Order price or fee is reduced; (ii) Buyer's costs are determined to be unallowable; (iii) any fines, penalties, withholdings, or interest are assessed on Buyer; or (iv) Buyer incurs any other costs or damages; as a result of any violation of applicable laws, orders, rules, regulations, or ordinances by Seller, its officers, employees, agents, suppliers, or subcontractors at any tier, Buyer may proceed as provided for in paragraph (3) below.
- (2) Where submission of cost or pricing data is required or requested at any time prior to or during performance of this Order, if Seller or its lower-tier subcontractors: (i) submit and/or certify cost or pricing data that are defective; (ii) with notice of applicable cutoff dates and upon Buyer's request to provide cost or pricing data, submit cost or pricing data, whether certified or not certified at the time of submission, as a prospective subcontractor, and any such data are defective as of the applicable cutoff date on Buyer's Certificate of Current Cost or Pricing Data; (iii) claim an exception to a requirement to submit cost or pricing data and such exception is invalid; (iv) furnish data of any description that is inaccurate; or, if (v) the U.S. Government alleges any of the foregoing; and, as a result: (A) Buyer's Order price or fee is reduced; (B) Buyer's costs are determined to be unallowable; (C) any fines, penalties, withholdings, or interest are assessed on Buyer; or (D) Buyer incurs any other costs or damages; Buyer may proceed as provided for in (3) below.
- (3) **Upon the occurrence of any of the circumstances, other than withholdings, identified in paragraphs (1) and (2) above, Buyer may make a reduction of corresponding amounts (in whole or in part) in the price of this Order or any other order with Seller, and/or may demand payment (in whole or in part) of the corresponding amounts. Seller shall promptly pay amounts so demanded. In the case of withholding(s), Buyer may withhold the same amount from Seller under this Order.**

- (d) Seller represents that each chemical substance constituting or contained in Work sold or otherwise transferred to Buyer hereunder is, as applicable, on the Toxic Substances Control Act (TSCA) Chemical Substances inventory compiled by the United States the Environmental Protection Agency pursuant to TSCA (15 U.S.C. Sec. 2607(b)) as amended and implemented in 40 CFR Part 710; and is designated as "active" pursuant to the TSCA Inventory Notification Rule (codified by amendments to 40 CFR Part 710 effective August 11, 2017). Seller shall make available to Buyer all Safety Data Sheets for any material provided to Buyer or brought or delivered to Buyer or its customer's premises in the performance of this Order, as required by applicable law such as the Occupational Safety and Health Act of 1970 and regulations promulgated thereunder.
- (e) Work delivered by Seller under this Order may be incorporated into deliverable goods for use in the European Economic Area (EEA) and subject to the European Union Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH); the Classification, Labeling and Packaging Regulation (EC) No. 1272/2008 (CLP); and the Biocidal Products Regulation (EU) 528/2012 (BPR).
- (1) Seller represents and warrants that the Work and any substances contained therein are not prohibited or restricted by, and are supplied in compliance with REACH, CLP, and BPR, and that no current requirement in REACH, CLP, or BPR prevents the sale or transport of Seller's Work or substances in Seller's Work in the EEA, and that all such Work and substances have been pre-registered, registered, reported, approved, and/or authorized as and to the extent required by REACH, CLP, and BPR.
- (2) Seller shall timely respond to any request from Buyer with all relevant information on the Work so that the intents of REACH, CLP, and BPR are met for communicating with downstream users (e.g., as defined in article 3(13) of REACH [any person established in the EEA using substances in the course of that person's industrial or professional activities; the definition does not include the manufacturer, importer, distributor, or consumer]), and in any case, Seller shall provide all information necessary for Buyer and/or any downstream user to timely and accurately fulfill their obligations under REACH, CLP, and BPR.
- (3) Seller shall bear all costs, charges and expenses related to pre-registration, registration, evaluation, authorization, reporting, and approval under REACH, CLP, and BPR.
- (f) Seller also represents that it will identify for every component or part of the Work, the chemical(s) present and any Chemical Abstract Services (CAS) Registry Number(s), or similar identifying classification such as generic name and accession number to ensure compliance with TSCA or other applicable chemical substance regulation. This information shall be provided by Seller for itself and all sub-tier suppliers to Buyer upon request.
- (g) Equal Opportunity for Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA) Protected Veterans. (1) The clause at 41 CFR 60-300.5(a) is incorporated herein by reference. The clause applies if this Order is valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA. As used in the clause, "contractor" means "Seller." This clause applies in addition to FAR Clause 52.222-35 if included in this Order. (2) **Buyer and Seller shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
- (h) Equal Opportunity for Workers with Disabilities. (1) The clause at 41 CFR 60-741.5 is incorporated herein by reference. The clause applies if this Order is more than the threshold specified in FAR 22.1408(a) on the date of subcontract award unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended. As used in the clause, "contractor" means "Seller." This clause applies in addition to FAR Clause 52.222-36 if included in this Order. (2) **Buyer and Seller shall abide by the requirements of 41 CFR 60- 741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

4. TIMELY PERFORMANCE

- (a) Seller's timely performance is a critical element of this Order.
- (b) Unless advance shipment has been authorized in writing by Buyer, Buyer may store at Seller's expense, or return, shipping charges collect, all Work received in advance of the scheduled delivery date.
- (c) Seller shall provide Buyer status of performance of this Order when requested. In addition, if Seller becomes aware of an impending labor dispute involving Seller or any lower-tier subcontractor, or any other difficulty in performing the Work, Seller shall timely notify Buyer, in writing, giving pertinent details. These notifications shall not change any delivery schedule.
- (d) In the event of a termination for convenience or change, no claim will be allowed for any manufacture or procurement in advance of Seller's normal flow time unless there has been prior written consent by Buyer.

5. TERMINATION

- (a) Termination for Convenience. The buyer may terminate this Purchase Order, in whole or in part, for convenience at any time by written notice to Seller. In the event of such termination, Seller shall immediately cease all work terminated hereunder and cause all its suppliers and subcontractors to cease work. Subject to the terms of this Purchase Order, Seller shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges Seller can demonstrate, using its standard record keeping system to the satisfaction of Buyer, have resulted from the termination. The seller shall not be paid for any work performed or costs incurred that reasonably could have been avoided. Failure to agree shall be deemed a Dispute, which shall be resolved under the dispute resolutions provisions set forth herein. The seller must submit all claims within 60 calendar days after the effective date of termination. In no event shall Buyer be obligated to pay Seller any amount in excess of the contract price. The seller shall continue to perform all work not terminated.
- (b) Termination for Default. Buyer may terminate this Purchase Order, in whole or in part, upon the occurrence of one or more of the following events:

- (1) Seller fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof.
 - (2) Seller defaults in performing its obligations under this Purchase Order or fails to make progress in the Work so as to endanger performance and fails to cure such deficiency within 5 calendar days after receiving a written notice specifying the nature of the default.
 - (3) The entering into or filing by or against Seller of a petition, arrangement, or proceeding seeking an order for relief under the bankruptcy laws of the United States, a receivership for any of the assets of Seller, an assignment for the benefit of its creditors, or the dissolution, liquidation, or insolvency of Seller.
 - (4) Seller fails to agree upon any deletion, amendment or addition to this Purchase Order that is required by statute, executive order, applicable regulations, or is otherwise reasonably deemed appropriate by Buyer because of or relating to a modification of the Prime Contract.
 - (5) The seller is suspended, proposed for debarment, or debarred by the Federal Government.
 - (6) Seller has an organizational conflict of interest as defined in FAR Subpart 9.5 that, in the conclusive opinion of Buyer or the Government, cannot be mitigated.
- (c) If Buyer terminates any part of the Work for default, Seller shall continue to perform its obligations hereunder diligently to the extent this Subcontract is not terminated.

Buyer, at its sole option, may require Seller to deliver to Buyer any supplies, materials, manufacturing materials, and manufacturing drawings that Seller has specifically produced or acquired for the terminated portion of Purchase Order. Buyer and Seller shall agree on the amount of payment for these other deliverables. The seller shall continue all work not terminated. If, after termination, it is determined that Seller was not in default, such termination shall be deemed a Termination for Convenience.

If Purchase Order is so terminated, Buyer may procure or otherwise obtain, upon such terms and in such manner as Buyer may deem appropriate, supplies or services similar to those terminated. The seller, subject to the exceptions set forth below, shall be liable to the Buyer for any excess costs of such similar supplies or services.

Seller shall transfer title and deliver to Buyer, in the manner and to the extent requested in writing by Buyer at or after termination such complete articles, partially completed articles and materials, parts, tools, dies, patterns, jigs, fixtures, plans, drawings, information, and contract rights as Seller has produced or acquired for the performance of the terminated part of Purchase Order, and Buyer will pay Seller the contract price for complete articles delivered to and accepted by Buyer and the fair value of the other property of Seller so requested and delivered.

Seller shall continue performance of Purchase Order to the extent not terminated. Buyer shall have no obligations to Seller with respect to the terminated part of Purchase Order except as herein provided. In case of Seller default, Buyer rights as set forth herein shall be in addition to Buyer's other rights although not set forth in Purchase Order.

Prime may terminate Purchase Order, in whole or in part, if it determines that a termination is in its best interests. The seller shall

continue performance of those portions of Purchase Order not terminated.

Any default termination of Seller by Buyer subsequently determined to have been erroneous, shall be deemed to be a termination of convenience under this subparagraph.

6. ASSIGNMENT

- (a) Seller shall not assign or transfer, in whole or in part, this Order or any of its rights, payments, claims or interest under this Order without Buyer's prior, written consent. Any purported assignment in contravention of this clause shall be deemed null and void.
- (b) Buyer may make direct settlements or adjustments in price, or both, with Seller under the terms of this Order notwithstanding any assignment of claims for money due or to become due under this Order and without notice to the assignee.

7. COMMUNICATION WITH BUYER CUSTOMER

Seller shall not communicate with Buyer's customer or higher tier customer in connection with this Order, except as expressly permitted by Buyer. This clause does not prohibit Seller from communicating with the U.S. Government with respect to: (1) matters Seller is required by law or regulation to communicate to the Government, (2) fraud, waste, or abuse communicated to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information, (3) any matter for which this Order, including a FAR or FAR Supplement clause included in this Order, provides for direct communication by Seller to the Government, or (4) any material matter pertaining to payment or utilization.

8. COUNTERFEIT WORK

- (a) Seller shall not furnish suspect counterfeit or counterfeit parts to Buyer under this Order. All material delivered under this Order shall be authentic and traceable to the original manufacturer. Seller shall provide authenticity and traceability records to Buyer upon request. Electronic parts shall not be acquired from brokers unless approved in advance in writing by Buyer. Seller shall immediately notify Buyer if Seller cannot provide parts, components, and/or assemblies traceable to the original component manufacturer or the original equipment manufacturer. Upon receipt of such notification, Buyer reserves the right to terminate this Order at no cost to Buyer or require specific material validation test and inspection protocol requirements to Seller.
- (b) If suspect counterfeit or counterfeit parts are furnished under this Order and are found in any of the Products delivered hereunder, such items will be impounded by Buyer. Seller shall promptly replace such suspect/counterfeit parts with parts acceptable to Buyer. Seller shall be liable for all costs relating to the removal and replacement of said parts, including without limitation Buyer's external and internal costs of removing such suspect/counterfeit parts, of reinserting replacement parts and of any testing or validation necessitated by the reinstallation of Seller's Products after suspect/counterfeit parts have been exchanged. Buyer's remedies described herein shall not be limited by any other clause agreed upon between Buyer and Seller in this Order and are in addition to any remedies Buyer may have at law, equity or otherwise under this Order. At Buyer's request, Seller shall return any removed suspect counterfeit or counterfeit parts to Buyer in order that Buyer may turn such parts over to its U.S.G. customer for further investigation. For purposes of this clause, Seller agrees that any U.S.G. directive/information or GIDEP alert, indicating that such parts are suspect counterfeit or counterfeit, shall be deemed

definitive evidence that Seller's Products contain suspect counterfeit or counterfeit parts.

- (c) Seller agrees to insert the substance of this clause, including this sentence, in any lower tier subcontract.

9. ORDER DIRECTION

- (a) Only Buyer Procurement Representative has authority on behalf of Buyer to make changes to this Order. All amendments must be identified as such in writing and executed by the parties.
- (b) Buyer engineering and technical personnel may from time to time render assistance or give technical advice or discuss or effect an exchange of information with Seller's personnel concerning the Work hereunder. No such action shall be deemed to be a change under the "Changes" clause of this Order and shall not be the basis for equitable adjustment.
- (c) Except as otherwise provided herein, all notices to be furnished by Seller shall be in writing and sent to Buyer Procurement Representative.

10. CHANGES

- (a) Buyer's authorized procurement representative (which does not include Buyer's engineering and technical personnel) may unilaterally make changes within the general scope of the Order, including changes in whole or part to: (i) shipping, waste reduction or packing instructions, (ii) place of delivery, (iii) any designs, Specifications and drawings, (iv) the statement of work, (v) the method or manner of performance, (vi) Buyer Items, facilities, equipment, or materials, (vii) flowdown requirements from contracts between Buyer and Buyer's Customer, and/or (viii) quality requirements (collectively "Change(s)"). Seller shall perform any Changes ordered by Buyer. Any Order terms that incorporate flexibility for variations or modifications shall not be considered Changes within the meaning of this Section.

Except as set forth herein, or as otherwise agreed, if any Change under this Section causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in price or delivery schedule or both (Adjustment Claim), and Buyer shall modify the Order accordingly. If the cost of property or material made obsolete or excess because of a Change is included in the Adjustment Claim, Buyer may direct the disposition of such property or material. For Seller-initiated requests, Seller must submit an Adjustment Claim in writing in the form of a complete change proposal, fully supported by factual information, to Buyer's procurement representative no later than 15 days after Seller's receipt of the Change. Seller acknowledges and agrees that changes in delivery/performance schedule are normal and anticipated during the program. Seller further agrees that the cost of such changes is included in the prices provided under the Order, and that any such change does not constitute a Change under this Section. Notwithstanding any pending Adjustment Claims, Seller shall diligently proceed with the performance of the Order, inclusive of the Change, as directed by Buyer.

- (b) Notwithstanding the foregoing, if any Change is the result of a requirement by Buyer's Customer, Seller is entitled to an equitable adjustment only to the extent that Buyer receives such an adjustment from Buyer's Customer.

11. DISPUTES

- (a) Any dispute arising under or in connection with this Order with respect to the rights, duties, or obligations of the Parties shall be submitted in writing for resolution to ascending levels of management of the respective Parties.
- (b) If a dispute cannot be resolved to both Parties' mutual satisfaction, after good faith negotiations, within ninety (90) days from the date the written claim is received by the other Party, or such additional time as the Parties agree upon in writing. All legal proceedings under this Agreement shall be brought in the state courts located in Fairfax County, Virginia or the federal courts located in Alexandria, Virginia. Seller consents to personal jurisdiction for this purpose in the Commonwealth of Virginia. Notwithstanding the foregoing, the federal courts within the Eastern District of Virginia shall be the exclusive jurisdiction for disputes involving the federal government as a party.
- (c) Pending any prosecution, appeal, or final decision referred to in this clause, or the settlement of any dispute arising under this Order, both Parties shall proceed diligently, with their respective obligations under this Order.
- (d) To the maximum extent permitted by law, the Parties waive any right to a jury trial.
- (e) In no event shall Buyer be liable for anticipated profits, incidental, consequential, or any other indirect damages. Buyer's liability on any claim, of any kind and for any loss or damage arising out of, connected with, or resulting from this Order, or from the performance or breach thereof shall, in no case, exceed the price allocable to the Products and/or Services, or unit thereof, which gives rise to the claim. Buyer shall not be liable for penalties of any description. Any action resulting from any breach on the part of Buyer as to the Products and/or Services delivered hereunder must be commenced within one year after the cause of action has accrued.
- (f) In no event shall Seller acquire any direct claim, or direct course of action against the U.S. Government except as otherwise authorized by law.

12. ELECTRONIC CONTRACTING

The parties agree that if this Order is transmitted electronically neither party shall contest the validity of this Order, or any acknowledgement thereof, on the basis that this Order or acknowledgement contains an electronic signature.

13. CHANGE IN CONTROL OF SELLER

Prior to a potential change in control of Seller and at least ninety (90) days prior to the proposed effectiveness of such change in control, Seller will promptly notify Buyer in writing thereof, and provide the identity of the potential new controlling party and information on such party and the transaction as Buyer may request, consistent with applicable law and confidentiality restrictions.

14. EXPORT CONTROL

- (a) Seller shall comply with all applicable U.S. export control laws and economic sanctions laws and regulations, specifically including but not limited to the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120 et seq.; the Export Control Reform Act of 2018; the Export Administration Regulations, 15 C.F.R. 730-774; and the Foreign Assets Control Regulations, 31 C.F.R. 500-598 (collectively, Trade Control Laws).

- (b) Seller shall notify Buyer if any deliverable under this Order is restricted by applicable Trade Control Laws. Before providing Buyer any item or data controlled under any of the Trade Control Laws, Seller shall provide in writing to Buyer Procurement Representative the export classification of any such item or controlled data (i.e., the export classification under the EAR, ITAR, EU List of Dual Use Items and Technology, Wassenaar Arrangement's List of Dual-Use Goods and Technologies, or other applicable export control list) and shall notify Buyer Procurement Representative in writing of any changes to the export classification information of the item or controlled data. Seller represents that an official authorized to bind Seller has determined that Seller or the designer, manufacturer, supplier, or other source of the Work has properly determined their export classification.
- (c) Seller shall not export, re-export, transfer, disclose, or otherwise provide or make accessible Buyer's technical data and/or hardware controlled by Trade Control Laws (Export Controlled Information) to any persons or entities not authorized to receive or have access to the data, services, and/or hardware, including third country/dual national employees, lower-tier subcontractors, and sub-licensees, or modify or divert such Export Controlled Information to any military application unless Seller receives advance, written authorization from Buyer and verification of any required export authorization is in place. Seller shall not provide a defense service as defined by the Trade Control Laws using any or all of Buyer's technical data and/or hardware. Upon Buyer's request, Seller shall demonstrate to Buyer's reasonable satisfaction, Seller's and Seller's lower-tier subcontractors' compliance with this clause and all Trade Control Laws. To the extent Seller's Work provided under this Order include packing, labeling, processing, and/or handling exports for Buyer, Seller shall maintain an auditable process that assures accurate packing, labeling, processing, and handling of such exports. Seller shall also promptly notify Buyer if it becomes aware of any failure by Seller or Seller's lower-tier subcontractors to comply with this clause and shall cooperate with Buyer in any investigation of such failure to comply.
- (d)(1) Seller hereby represents that neither Seller nor any parent, subsidiary, affiliate, employee, or sublicensee or lower-tier supplier of Seller: (i) are located within an ITAR §126.1 listed country, (ii) nor included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List administered by the U.S. Treasury Department Office of Foreign Assets Control (OFAC), Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department Bureau of Industry and Security (BIS), the List of Statutorily Debarred Parties maintained by the U.S. State Department Directorate of Defense Trade Controls, or the consolidated list of asset freeze targets designated by the United Nations, European Union, and United Kingdom (collectively, Restricted Party Lists).
- (2) Seller further represents that it shall immediately notify Buyer Procurement Representative if Seller's status changes with respect to any of the foregoing.
- (e) In the event of an anticipated change in control of Seller involving a non-U.S. person or entity, Seller shall provide Buyer with notice at least 90 days prior to the effectiveness of such change of control consistent with applicable law and confidentiality restrictions.
- (f) If Seller is engaged in the business of exporting manufacturing (whether exporting or not) or brokering defense articles or furnishing defense services, Seller represents that it is and will continue to be registered with the Directorate of Defense Trade Controls, as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR.
- (g) Where Seller is a party to or signatory under a Buyer Technical Assistance Agreement (TAA) or Manufacturing License Agreement (MLA), license exception or license exemption (collectively, Export Authorization), Seller shall provide prompt notification to Buyer Procurement Representative in the event of (1) changed circumstances including, but not limited to, ineligibility, a violation or potential violation of the ITAR or other applicable governmental restrictions, and the initiation or existence of a U.S. Government investigation, that could affect Seller's performance under this Order, or (2) any change by Seller that might require Buyer to submit an amendment to an existing Export Authorization or request a new or replacement Export Authorization. Seller shall provide to Buyer all information and documentation as may reasonably be required for Buyer to prepare and submit any required export license applications. Delays on Seller's part to submit the relevant information for export authorizations shall not constitute an excusable delay under this Order.
- (h) Upon completion of performance of this Order, Seller and its lower-tier subcontractors shall, as directed by Buyer, return or destroy all export controlled technical data, technology, hardware or other items. Seller shall provide a certificate of destruction for all destroyed items.
- (i) Seller shall include paragraphs (a) through (g) and this paragraph (i) of this clause or equivalent provisions in lower-tier subcontracts for the delivery of items that will be included in or delivered as Work to Buyer. Seller shall immediately notify Buyer upon learning that any lower-tier subcontractor with which it engages has become listed on the Restricted Parties List.
- (j) **Seller shall be responsible for all losses, costs, claims, causes of action, damages, liabilities, and expense, including attorney's fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of Seller, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.**

15. IMPORTER OF RECORD

(This clause applies only if this Order involves importation of Work into the United States.)

- (a) Seller understands that the Work may be, either now or in the future, subject to one or more trade remedy proceedings (e.g., anti-dumping, countervailing duty, safeguard) in the United States, which may result in the imposition of additional duties or other charges or quantitative restrictions on the imported goods. If any such proceedings are initiated, Seller shall, at Buyer's request, cooperate fully with Buyer and with requests for information from the competent government authorities in the United States. Seller further understands and agrees that such cooperation may require it to provide confidential sales and cost information to the competent authorities so that they can calculate the amount of the duty or other charge on the goods.
- (b) At all times before, during, or after the initiation of a trade remedy proceeding in the United States or another country, Seller shall take all available steps necessary to minimize: (1) the risk that additional duties or other charges may be imposed on its goods sold to Buyer and (2) the amount of such duties or charges. Seller warrants that

there are no additional duties or other charges (e.g., anti-dumping duties, countervailing duties, safeguard duties) covering the Work, so long as the Work is: (1) sold before the date of publication of the official government notice that imposes additional duties or other charges (i.e., the antidumping duty order); and (2) exported before the date of publication of the final determination of the Department of Commerce concluding the investigation phase of the antidumping proceeding. The purpose of this provision is to comply with U.S. Regulation 19 C.F.R. §351.402(f) (2013). Buyer may terminate the agreement without liability to Seller if additional duties or other charges are imposed on the goods produced or exported by Seller.

(c) Unless this Order expressly states that Buyer is designated as the importer of record, Seller agrees that:

- (1) Buyer will not be a party to the importation of Works, the transaction(s) represented by this Order will be consummated after importation, and Seller shall neither cause nor permit Buyer's name to be shown as "Importer Of Record" on any customs declaration Temporary or Import Bond; and
- (2) Upon request and where applicable, Seller shall provide to Buyer CBP Form 7501 entitled "Entry Summary", properly executed.

16. FURNISHED PROPERTY

- (a) Buyer may, by written authorization, provide to Seller property owned by either Buyer or its customer (Furnished Property). Furnished Property shall be used only for the performance of this Order.
- (b) Title to Furnished Property shall remain in Buyer or its customer. Seller shall clearly mark (if not so marked) all Furnished Property to show its ownership.
- (c) Except for reasonable wear and tear, Seller shall be responsible for, and shall promptly notify Buyer of any loss or damage to Furnished Property. Without additional charge, Seller shall manage, maintain, and preserve Furnished Property in accordance with applicable law, the requirements of this Order and good commercial practice.
- (d) At Buyer's request and/or upon completion of this Order, Seller shall submit, in an acceptable form, inventory lists of Furnished Property and shall deliver or make such other disposal as may be directed by Buyer.
- (e) Nothing in this Order shall be construed or interpreted to limit or in any way restrict the rights of the Government in regard to data, tooling or designs it owns or has a right to use, including its right to authorize a subcontractor's use of such data, tooling or designs.

17. EXTRAS

Work shall not be supplied in excess of quantities specified in this Order. Seller shall be liable for handling charges and return shipment costs for any excess quantities.

18. INDEMNITY

Seller shall defend, indemnify, and hold harmless Buyer, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of Seller, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Order.

19. GRATUITIES/KICKBACKS

- (a) Seller shall not offer or give a kickback or gratuity (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a Buyer supplier.
- (b) By accepting this Order, Seller certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR Clause 52.203-7 or the Anti-Kickback Act of 1986 (41 USC 51-58), both of which are incorporated herein by this specific reference, except that paragraph (c)(1) of FAR Clause 52.203-7 shall not apply.

20. INFORMATION ASSURANCE

- (a) Information provided by Buyer to Seller remains the property of Buyer. Seller shall comply with the terms of any proprietary information agreement with Buyer and comply with all proprietary information markings and restrictive legends applied by Buyer to anything provided hereunder to Seller. Seller shall not use any Buyer provided information for any purpose except to perform this Order and shall not disclose such information to third parties without the prior written consent of Buyer. Notwithstanding the foregoing, Buyer's information that was provided by the U. S. Government remains property of the U.S. Government unless stipulated otherwise, and that the use or disclosure of such information is permissible upon U.S. Government's approval and with notification to the Buyer. Seller shall maintain data protection processes and systems sufficient to adequately protect Buyer provided information and comply with any law or regulation applicable to such information.
- (b) If Seller becomes aware of any compromise of information used in the performance of this Order or provided by Buyer to Seller, its officers, employees, agents, suppliers, or subcontractors (an "Incident"), Seller shall take appropriate immediate actions to investigate and contain the Incident and any associated risks, including notification within 72 hours to Buyer after learning of the Incident. As used in this clause, "compromise" means that information has been exposed to unauthorized access, inadvertent disclosure, known misuse, loss, destruction, or alteration other than as required to perform the Work. Seller shall provide reasonable cooperation to Buyer in conducting any investigation regarding the nature and scope of any Incident. Any costs incurred in investigating or remedying Incidents shall be borne by Seller.
- (c) Any Buyer provided information identified as proprietary or subject to restrictions on public disclosure by law or regulation shall be encrypted: (i) if transmitted via the Internet, or (ii) during electronic storage if potentially accessible by the Internet or otherwise by non-authorized users.
- (d) The provisions set forth above are in addition to and do not alter, change or supersede any obligations contained in a proprietary information agreement between the parties.
- (e) DFARS Clause 252.204-7012 applies to covered defense information if said clause is included in this Order.

21. INFORMATION OF SELLER

Seller shall not provide any proprietary information to Buyer without prior execution of a proprietary information agreement by the parties.

22. INSURANCE

- (a) Seller and its subcontractors shall maintain for the performance of this Order the following insurances:
- (1) Workers' compensation insurance meeting the statutory requirements where Work will be performed;
 - (2) Employer's liability (EL) in the amount of \$1 million per each accident or per each employee for disease;
 - (3) Commercial general liability (CGL) including Products Liability and Completed Operations liability in the amount of \$1 million per occurrence and \$2 million in the aggregate annually, or in such higher amounts as Buyer may require;
 - (4) Automobile liability (AL) insurance covering third party bodily injury and property damage with a minimum of \$1 million per occurrence limit, or in such higher amounts as Buyer may require; and
 - (5) Such other insurance as Buyer may require.
- (b) Seller shall provide Buyer thirty (30) days advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of Seller's required insurance, provided however such notice shall not relieve Seller of its obligations to maintain the required insurance. Seller shall have its' insurers name Buyer as an additional insured on the CGL and AL policies for the duration of this Order. If requested, Seller shall provide a Certificate of Insurance evidencing Seller's compliance with these requirements. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of Buyer and is not contributory with any insurance which Buyer may carry. "Subcontractor" as used in this clause shall include Seller's subcontractors at any tier. Seller's obligations herein for procuring and maintaining insurance coverage are freestanding and are not affected by any other language in this Order.

23. INTELLECTUAL PROPERTY

- (a) **Seller warrants that the Work performed or delivered under this Order will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Except to the extent that the U.S. Government assumes liability therefor, Seller shall defend, indemnify, and hold harmless Buyer, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs, arising out of any action by a third party that is based upon a claim that the Work performed or delivered under this Order infringes or otherwise violates the intellectual property rights of any person or entity.**
- (b) Seller's obligations under paragraph (a) above shall not apply to the extent FAR Clause 52.227-1, Authorization and Consent applies to Buyer's Prime Contract for infringement of a U.S. patent and Buyer and its customers are not subject to any actions for claims, damages, losses, costs, and expenses, including reasonable attorney's fees by a third party.
- (c) In addition to the Government's rights in data and inventions, Seller agrees that Buyer, in the performance of its prime or higher tier contract obligations, shall have an unlimited, irrevocable, paid-up, royalty-free right to: (1) make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or

externally) copies of, transfer computer software to the Government and the Government's end customer, and prepare derivative works, based upon any and all, inventions, discoveries, improvements, maskworks, and patents, as well as any and all data, copyrights, reports, and works of authorship conceived, developed, generated, or delivered in performance of this Order, and (2) authorize others to do any, some or all of the foregoing.

- (d) Items delivered under this Order such as operation and maintenance manuals shall be delivered with the right to copy for internal use and/or copy and deliver with the right to use to Buyer's customers.
- (e) The tangible medium storing copies of all reports, memoranda or other materials in written form including machine readable form, prepared by Seller and furnished to Buyer pursuant to this Order shall become the sole property of Buyer. Nothing in this paragraph (e) assigns ownership of Seller's intellectual property included on such medium to Buyer.
- (f) No other provision in this Order, including but not limited to the Indemnity clause, shall be construed to limit the liabilities or remedies of the parties under this clause.

24. INDEPENDENT CONTRACTOR RELATIONSHIP

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

25. OFFSET CREDIT/COOPERATION

This Order has been entered into in direct support of Buyer's international offset programs. All offset benefit credits resulting from this Order are the sole property of Buyer to be applied to the offset program of its choice. Seller shall assist Buyer in securing appropriate offset credits from the respective country government authorities.

26. PACKING AND SHIPMENT

Deliveries shall be made as specified on this purchase order without charge for packaging or storage unless otherwise agreed in writing by Buyer. Deliverables shall be suitably packed to secure the lowest transportation costs and in accordance with the requirements of the carriers of the releases or orders subject to this Order. Seller shall use the carrier(s) selected by Buyer if Buyer so requests. Buyer's order numbers must be plainly marked on all packages, bills of lading and shipping orders. Buyer's count or weight shall be conclusive. Seller shall not ship in advance of schedule or make partial shipment unless otherwise agreed in writing by Buyer. Risk of loss shall be retained by Seller until delivery of the Deliverables at the location specified on this purchase order. Delivery according to schedule is a major condition of this Order.

27. PAYMENTS, TAXES, AND DUTIES

- (a) Unless different payment terms are expressly stated on this purchase order, payment terms shall be 45 days from Buyer's receipt of Seller's correctly presented invoice. A "correctly presented" invoice will contain this purchase order number sent to the billing address on this Order. Seller represents that prices quoted to or paid by Buyer shall not exceed current prices charged to any other customer of Seller for deliverables which are the same or substantially similar to, and in the same or substantially similar quantities as the Deliverables. Seller shall refund or Buyer may set off against subsequent invoices any amounts paid by Buyer in excess of such price(s). Buyer shall have a right of setoff against payments

due or at issue under this Contract or any other contract between the parties.

(b) The prices stated in this purchase order include all applicable taxes and duties, except state and local sales and use taxes, which by statute may be passed on to Buyer. Such sales and use taxes shall be separately itemized in Seller's invoice. This purchase order shall include all related customs duty and import drawback rights, if any, including rights developed by substitution and rights, which may be acquired from Seller's suppliers, which Seller shall transfer to Buyer. Seller agrees to inform Buyer of the existence of all such rights, and to supply such documents as may be required to obtain such drawbacks, unless waived in writing by Buyer. Seller agrees to certify to Buyer the country of origin for Deliverables delivered under this Order.

(c) All invoices should be sent directly to accountspayable@onevaliant.com. Invoices should include the Purchase Order Number, item, quantity, unit price and extended price.

28. PRECEDENCE

Any inconsistencies in this Order shall be resolved in accordance with the following descending order of precedence: (1) face of the Order, release document, or schedule (including any continuation sheets), as applicable, including any special terms and conditions; (2) these terms and conditions and any supplementary terms and conditions invoked in this Order; and (3) Statement of Work/Order specifications.

Notwithstanding the foregoing, if this Order is issued under a Government contract and FAR/DFARS clause(s) is/are incorporated herein, FAR /DFARS clause(s) shall take precedence over other provisions contained in this Order on matters covered by such FAR/DFARS clause(s).

29. PLACE OF PERFORMANCE

If Seller intends to change the place of performance of Work under this Order from the place(s) identified in Seller's proposal, Seller must seek prior written consent from the Buyer's Procurement Representative. Notification of changes to the place of performance from within the United States to a location outside the United States shall be provided by Seller to Buyer at least six (6) months in advance.

30. RETENTION OF RECORDS

Unless a longer period is specified in this Order or by law or regulation, Seller shall retain all records related to this Order for four (4) years from the date of final payment received by Seller. Records related to this Order include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records. At no additional cost, Seller shall timely provide access to such records to the U.S. Government and/or Buyer upon request.

31. PARTS OBSOLESCENCE

Buyer may desire to place additional orders for Work purchased hereunder. Seller shall provide Buyer with a "Last Time Buy Notice" at least twelve (12) months prior to any action to discontinue any Work purchased under this Order.

32. SELLER BUSINESS SYSTEMS

"Seller Business Systems" as used in this clause means Seller's material management and accounting system, cost estimating system, accounting system, earned value management system, property management system, and purchasing system. If Seller's Business Systems are reviewed and approved by a Government agency, Seller

shall provide prompt notice to Buyer whenever there is a material change in the status of the Government's approval or determination of adequacy of any of Seller's Business Systems.

33. SURVIVABILITY

All rights, obligations, and duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of this Order, including but not limited to warranties, indemnifications, intellectual property (including rights to and protection of intellectual property and proprietary information), information assurance and product support obligations shall survive the expiration or termination of this Order.

34. USE OF DELIVERABLE TECHNICAL DATA AND COMPUTER SOFTWARE

(a) This clause applies only to technical data or computer software delivered by Seller to Buyer under this Order.

(b) As used in this clause "Nonconforming Marking" means any confidential, proprietary, or other restrictive-use markings that are not expressly permitted by applicable FAR, DFARS, NASA FAR Supplement or other applicable U.S. Government agency acquisition clauses incorporated into this Order. Seller shall not deliver technical data or computer software that contains Nonconforming Markings. On behalf of the Government, Buyer may notify Seller of such a Nonconforming Marking. If Seller fails to remove or correct such marking within sixty (60) days after such notification, Buyer may, notwithstanding any other provision of this Order, ignore or, at Seller's expense, remove or obliterate any such Nonconforming Marking as may be on technical data or computer software delivered by Seller.

35. TRAVEL COSTS

(a) All travel incurred by Seller in the performance of this Order is included within the Order price and shall not be separately reimbursed by Buyer unless such travel is expressly authorized in writing in advance by Buyer's Procurement Representative.

(b) When travel is authorized under this Order, Seller shall be reimbursed only for necessary, reasonable, and actual travel expenses for transportation, lodging, meals, and incidental expenses only to the extent that they do not exceed the maximum per diem rate in effect at the time of travel, as set forth in the United States Federal Travel Regulations for the area of travel authorized under this Order. Air travel shall be reimbursed for coach class only. Lodging expenses are reimbursable only where incurred from establishments serving the general public.

(c) Seller shall provide a detailed summary of all such costs by category of expense with each invoice. Seller shall provide a legible receipt for each claimed individual expense exceeding \$75.00.

36. DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM (DPAS) RATING

If this Order contains a DPAS rating:

(a) This Order is a "rated order" certified for national defense, emergency preparedness, and energy program use, and Seller shall follow all the requirements of the DPAS Regulation (15 C.F.R. Part 700).

(b) Seller shall provide unqualified written acceptance or rejection to Buyer's Authorized Representative within fifteen (15) working days after receipt of a DO-rated order and within ten (10) working days after receipt of a DX-rated order.

37. WARRANTY

Seller warrants that all Work furnished pursuant to this Order shall strictly conform to applicable specifications, drawings, samples, descriptions, and other requirements of this Order and be free from defects in design, material, and workmanship. This warranty shall begin upon final acceptance and extend for a period of one (1) year. If any non-conforming Work is identified within the warranty period, Seller, at Buyer's option, shall promptly repair, replace, or reperform the Work. Transportation of replacement Work, return of nonconforming Work, and reperformance of Work shall be at Seller's expense. If repair, replacement, or reperformance of Work is not timely, Buyer may elect to return, reperform, repair, replace, or re-procure the non-conforming Work at Seller's expense. All warranties shall run to Buyer and its customers.

38. SEVERABILITY

Each clause, paragraph, and subparagraph of this Order is severable, and if one or more of them are declared invalid, the remaining provisions of this Order will remain in full force and effect.

39. QUALITY CONTROL SYSTEM

- (a) Seller shall provide and maintain a quality control system to an industry recognized Quality Standard and in compliance with any other specific quality requirements identified in this Order.
- (b) Records of all quality control inspection work by Seller shall be kept complete and available to Buyer and its customers.

40. RELEASE OF INFORMATION

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Order or the subject matter hereof, will be made by Seller or its subcontractors without the prior written approval of Buyer. Seller shall not use "Buyer," "Buyer Corporation," or any other trademark or logo owned by Buyer, in whatever shape or form, without the prior written consent of Buyer.

41. WORK ON BUYER AND THIRD-PARTY PREMISES

- (a) "Premises" as used in this clause means premises of Buyer, its customers, or other third parties where Work is being performed.
- (b) Seller shall ensure that Seller personnel working on Premises comply with any on-premises policies and: (i) do not bring weapons of any kind onto Premises; (ii) do not manufacture, sell, distribute, possess, use, or be under the influence of controlled substances or alcoholic beverages while on Premises; (iii) do not possess hazardous materials of any kind on Premises without Buyer's authorization; (iv) remain in authorized areas only; (v) do not conduct any non-Buyer related business activities (such as interviews, hirings, dismissals, or personal solicitations) on Premises, (vi) do not send or receive non-Buyer related mail through Buyer's or third party's mail systems; (vii) do not sell, advertise, or market any products or memberships, distribute printed, written, or graphic materials on Premises without Buyer's written permission or as permitted by law; and (viii) follow instructions from Buyer in the event of an actual or imminent safety or environmental hazard on Premises.
- (c) All persons, property, and vehicles entering or leaving Premises are subject to search.
- (d) Seller shall promptly notify Buyer and provide a report of any accidents or security incidents involving loss of or misuse or damage to Buyer, customer, or third party intellectual or physical assets, and all physical altercations, assaults, or harassment.

- (e)(1) Prior to entry on Premises, Seller shall coordinate with Buyer to gain access. Seller shall provide information reasonably required by Buyer to ensure proper identification of personnel, including, but not limited to verification of citizenship, lawful permanent resident status, protected individual or other status.
- (2) Seller personnel requiring access to Premises shall, prior to entry, be screened by Seller at no charge to Buyer through Buyer Contractor Screen Program, or otherwise screened by Seller in a manner satisfactory to Buyer.
- (f) Seller shall ensure that Seller personnel: (i) do not remove Buyer, customer, or third party assets from Premises without Buyer authorization; (ii) use Buyer, customer, or third party assets only for purposes of this Order; (iii) only connect with, interact with, or use computer resources, networks, programs, tools, or routines authorized by Buyer; and (iv) do not share or disclose user identifiers, passwords, cipher keys, or computer dial port telephone numbers. Buyer may periodically audit Seller data residing on Buyer, customer, or third party assets on Premises.
- (g) Buyer may, at its sole discretion, have Seller remove any specified employee of Seller from Premises and require that such employee not be reassigned to any Premises under this Order.
- (h) Violation of this clause may result in termination of this Order in addition to any other remedy available to Buyer at law or in equity. Seller shall reimburse Buyer, customer, or third party for any unauthorized use of Buyer, customer, or third party assets.
- (i) Seller shall advise Buyer Procurement Representative of any unauthorized direction or course of conduct.
- (j) Seller shall immediately report to Buyer all emergencies (e.g., medical, fire, spills or release of any hazardous material) and non-emergency incidents (e.g., job-related injuries or illnesses) affecting the Work. Seller shall provide Buyer with a copy of any reports of such incidents Seller makes to governmental authorities.

42. SELLER CODE OF CONDUCT

- (a) Seller shall adopt and comply with a code of conduct or policy statement regarding business conduct, ethics and compliance that satisfies, at a minimum, the principles and expectations set forth in Buyer's Code of Conduct available upon request (Code of Conduct). Seller acknowledges and agrees that failure to satisfy the requirements of this Section shall constitute a material breach of the Order.
- (b) Seller shall have management systems, tools and processes in place that: (i) ensure compliance with applicable laws and regulations and the requirements set forth in the Buyer's Code of Conduct; (ii) promote an awareness of and commitment to ethical business practices, including, without limitation, the expectations set forth in the Code of Conduct; (iii) facilitate the timely discovery, investigation (including cooperation with any Buyer initiated investigation involving Seller), disclosure (to Buyer and others as appropriate), and implementation of corrective actions for violations of law, regulations, an Agreement, Order, or the expectations set forth in the Code of Conduct; and (iv) provide training to its employees on compliance requirements, including the expectations set forth in the Code of Conduct.

43. WAIVERS, APPROVALS, AND REMEDIES

- (a) Failure by either party to enforce any of the provisions of this Order or applicable law shall not constitute a waiver of the requirements of such provisions or law, or as a waiver of the right of a party thereafter to enforce such provision or law.
- (b) Buyer's approval of documents shall not relieve Seller of its obligation to comply with the requirements of this Order.
- (c) The rights and remedies of either party in this Order are cumulative and in addition to any other rights and remedies provided by law or in equity.

44. INSPECTION

Deliverables may be inspected and/or tested by Buyer at any time, place and stage of production or distribution, and if at Seller's premises, Seller, without additional charge, shall provide all reasonable facilities and assistance required for safe and convenient inspection and testing. The foregoing shall not relieve Seller of its obligation to permit Buyer full and adequate inspection and testing away from Seller's premises. Buyer may base rejection of any or all Deliverables on inspection by sampling or any other reason permitted by Article 2 of the Uniform Commercial Code. Payment shall not constitute Buyer's acceptance of the Deliverables nor impair Buyer's right to inspect and/or test the Deliverables or exercise any of its remedies. Upon notice of rejection of defective Deliverables, risk of loss of such Deliverables shall be upon Seller until redelivery, if any, to Buyer. Rejected Deliverables may be returned to Seller or held by Buyer, both at Seller's risk and expense, subject to Seller's disposal instruction.

45. PERSONALLY IDENTIFIABLE DATA: REGULATORY COMPLIANCE WITH APPLICABLE STATE AND COUNTRY LAWS

Seller shall comply with its obligations under all applicable law (including, to the extent applicable, non-US data protection laws and regulations) regarding data protection in relation to all personally identifiable information, as defined in OMB M-10-23 or by other applicable law ("Protected Data"). This applies to Protected Data that is processed by it in the course of performing its obligations under this Agreement.

Seller will develop, execute and maintain a written information security program that complies with all applicable laws.

Seller shall immediately, but in no event later than twenty-four (24) hours after seller's discovery of a privacy incident, notify buyer in writing of any such privacy incident. Such notice will summarize in reasonable detail the effect on buyer, if known, of the privacy incident and the corrective action taken or to be taken by seller. Seller will promptly take all necessary and advisable corrective actions and will cooperate fully with buyer in all reasonable and lawful efforts to prevent, mitigate or rectify such privacy incident. The content of any filings, communications, notices, press releases or reports related to any privacy incident that identifies buyer must be approved by buyer prior to any publication or communication thereof.

Buyer reserves the right to review and inspect Seller's system and information security policies, practices, and procedures that relate to Seller's obligations under this Agreement. All such inspections shall be conducted with reasonable prior notice no more than once annually, except in the event of a Privacy incident and shall not unreasonably interfere with the normal conduct of Seller's business. Seller shall cooperate fully with any such inspection. During the term of this Agreement, Seller shall provide summary copies to Buyer of the results of any inspections or security evaluations of systems that

process Protected Data that Seller obtains from an independent third party within thirty (30) days of Seller's receipt of such results.

46. TRANSFER OF DATA**European Union**

To the extent European Union (EU) General Data Protection Regulation (GDPR) or United Kingdom (UK) International Data Transfer Agreement (IDTA) or similar regulations apply Seller agrees to the EU Standard Contractual Clauses (SCC) or UK International Data Transfer Agreement (IDTA) found in the link below. If the current EU SCC's or UK IDTA are/is superseded or replaced by a new agreement, such new agreement will automatically apply to the transfer of data between you and us and will be deemed completed on such change.

California Consumer Privacy Act (CCPA)

<https://www.onevaliant.com/privacyclauses>

To the extent the California Consumer Privacy Act (CCPA) applies Seller agrees to the CCPA Addendum found in the link above. If the CCPA is amended such changes will automatically apply to the CCPA Addendum between you and us and will be deemed completed on such change.