

TERMS AND CONDITIONS OF PURCHASE

- 1. FORMATION OF CONTRACT, ENTIRE AGREEMENT, AND CONFLICTING TERMS.** This purchase contract (in the form of a Purchase Order or other procurement agreement), 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: 1) goods and any related services, and/or 2) services and any related goods, materials and/or other deliverables (collectively the “Deliverables”). 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 Deliverables shall be governed solely by this Contract. Liquid Robotics and Supplier are referred to herein as a “Party” or collectively as the “Parties.” Except as authorized herein, no amendment or modification of this Contract shall bind either Party unless it is in writing and is signed by the Authorized Representatives of the Parties.
- 2. ORDER OF PRECEDENCE.** All documents and provisions in this Contract shall be read so as to be consistent to the fullest extent possible. In the event of a conflict or inconsistency between the documents or provisions as incorporated into or attached to this Contract, the documents or provisions shall prevail in the order listed, with the first listed having the highest precedence: The Contract, Liquid Robotics Terms and Conditions, Specifications, and Statements of Work.
- 3. SCHEDULE.**

 - a. Time is and shall remain of the essence in the performance of this Contract and Supplier shall strictly adhere to the schedules specified in this Contract. Failure to deliver in accordance with such schedules, if unexcused, shall constitute a material breach of this Contract. 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.
 - b. Supplier shall not deliver Deliverables prior to the scheduled delivery dates unless authorized in writing by Liquid Robotics’ Authorized Representative.
- 4. PRICE, INVOICE, AND PAYMENT.** As compensation for Deliverables to be provided by Supplier, Liquid Robotics shall pay Supplier as set forth in this Contract. Liquid Robotics shall have no liability for any other expenses or costs incurred by Supplier. Unless otherwise agreed, payment shall be net thirty (30) from the date of the later of the scheduled delivery date of Deliverable, the actual delivery date of Deliverable, or the date of receipt of a correct invoice. Supplier shall promptly repay to Liquid Robotics any amounts paid in excess of

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amounts due Supplier. All packages, packing slips, and invoices must be plainly marked with the Contract number and any such other information as Liquid Robotics may request from time to time, or as required by the Contract. Payment shall be deemed made on the date Liquid Robotics' check is mailed or payment is otherwise tendered. Supplier shall promptly repay Liquid Robotics any amounts paid in excess of amounts due to Supplier. Payment shall be subject to the applicable payment process set forth in this Contract. Except for amounts invoiced under the "Termination/Cancellation" Article of this Contract, Supplier shall be deemed to have waived all charges and fees that are not invoiced within ninety (90) calendar days after the end of the calendar year in which the charges were incurred.

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. FINANCIAL RECORDS AND AUDIT.

- a. Supplier shall retain all financial records and documents pertaining to Deliverables for a period of no less than three (3) years after final payment. Such records and documents shall date back to the time this Contract was issued and shall include, without limitation, catalogs, price lists, invoices, underlying data and basis for cost estimates, and inventory records. Liquid Robotics shall have the right to examine, reproduce and audit all Supplier records related to pricing, performance and proposed costs associated with any proposals (prior to or after contract award), invoices or claims.
- b. For performance on a USG Prime Contract:
 - i. Audit of Proposals and Pricing.
 - I. Certified Cost or Pricing Data. To the extent this Contract, or any modification thereof, exceeds the threshold for submission of certified cost or pricing data in FAR 15.403-4 and is not otherwise exempt from the certified cost or pricing data requirements in accordance with FAR 15.403-1(b), Supplier shall provide to Liquid Robotics for this Contract or modification to this Contract, as the case may be, the certified cost or pricing data required by Table 15-2 of FAR 15.408 in the format set forth in the Supplier Proposal Adequacy Checklist, Form X35298. Liquid Robotics shall have the right to examine, reproduce and audit such Supplier records.
 - II. Other than Cost or Pricing Data. To the extent this Contract, or any modification thereof, does not exceed the threshold for submission of certified cost or pricing data in FAR 15.403-4 or is otherwise exempt from the certified cost or pricing data requirements in accordance with FAR 15.403-1(b), Supplier shall support and demonstrate to Liquid Robotics the reasonableness of any Supplier proposals or pricing for this Contract or modification to this Contract, as the case may be, in accordance with FAR 15.402 and FAR 15.404-3(c)(2). Supplier shall provide to Liquid Robotics such information other than cost or pricing data and any other information

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- necessary to satisfy obligations Liquid Robotics may have to its customer demonstrating price reasonableness for proposals and pricing. Liquid Robotics shall have the right to examine, reproduce and audit such Supplier records.
- ii. Audit of Claims and Invoices. Supplier shall provide to Liquid Robotics all information supporting Supplier's claims pertaining to incurred costs, including but not limited to Supplier's invoices for cost reimbursement, claims arising out of a termination or partial termination of this Contract or out of some other dispute, and Supplier's proposals under the "Changes" Article of this Contract that involve unique claims (e.g., obsolescence costs), which must be verified by audit. Liquid Robotics shall have the right to examine, reproduce and audit all such Supplier records.
 - iii. Protection. Supplier records disclosed pursuant to this Article shall be protected in accordance with the "Confidential, Proprietary, and Trade Secret Information and Materials" Article of this Contract.
 - iv. Defective Cost or Pricing Data.
 - I. If Supplier, its subcontractor, or prospective subcontractor fails to submit accurate, complete and current cost or pricing data, and, as a result of that failure, the Government reduces the price of Liquid Robotics' prime contract, Liquid Robotics may recover from Supplier an amount equal to the price reduction of the prime contract.
 - II. If, as a result of Supplier's or its subcontractor's foregoing conduct, the Government imposes a penalty on or charges Liquid Robotics interest, Liquid Robotics may recover from Supplier the amount of that interest or penalty.
 - III. For the purposes of this Article, if Liquid Robotics is a higher-tier subcontractor, "Government" means the higher-tier contractor and "prime contract" means the higher-tier subcontract.
 - IV. Supplier shall not raise as defenses the matters listed in FAR 52.215-10(c)(1) (AUG 2011) or FAR 52.215-11(d)(1) (JUN 2020) unless some other date version or equivalent FAR clause is provided elsewhere in this Contract.

7. PACKING AND SHIPPING.

- a. Supplier shall pack Deliverables to prevent damage and deterioration. Liquid Robotics may charge Supplier for damage to or deterioration of any Deliverables resulting from improper packing or packaging.
- b. If this Contract specifies FOB destination (place of delivery), then in addition to any other shipping instructions, Supplier shall forward Deliverables freight prepaid. Supplier shall make the transportation arrangements, pay the shipping costs, and remain responsible for Deliverables until Deliverables are delivered and Liquid Robotics takes possession at the destination.
- c. If this Contract specifies FOB origin (place of shipment), then in addition to any other shipping instructions, Supplier shall forward Deliverables collect unless specified otherwise on Contract. For Deliverables shipped within the United States, Supplier shall

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make no declaration concerning the value of Deliverables shipped except on Deliverables where the tariff rating is dependent upon released or declared value.

- d. If this Contract includes international shipping, the following apply:
 - i. Shipping terms are FCA Liquid Robotics, 460 Herndon Parkway, Herndon VA 20170 INCOTERMS 2020 (unless otherwise specified by Contract).
 - ii. Pre-shipment approval is required for all shipments. At least 10 days prior to shipment date, Supplier shall submit a copy of the Pack Slip and Commercial Invoice to the supplychain@liquid-robotics.com with copy to GlobalLogistics@liquid-robotics.com and **await approval to ship**.
 - iii. Collect shipments are not allowed.

8. INSPECTION; RIGHT OF ACCESS.

- a. At no additional cost to Liquid Robotics, Deliverables 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.
- b. Supplier shall maintain an inspection system acceptable to Liquid Robotics for the Deliverables purchased under this Contract.
- c. 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.
- d. Liquid Robotics' rights to perform inspections, surveillance and tests and to review procedures, practices, processes and related documents related to quality assurance, quality control, safety and configuration control shall extend to the customers of Liquid Robotics that are departments, agencies or instrumentalities of the United States Government, and any successor agency or instrumentality of the United States Government. Liquid Robotics may also, by prior written notice from Liquid Robotics' Authorized Representative, extend such rights to other customers of Liquid Robotics and to agencies or instrumentalities of foreign governments equivalent in purpose to the United States Government. Supplier shall cooperate with any such United States Government-directed or Liquid Robotics-directed inspection, surveillance, test or review without additional charge to Liquid Robotics. Nothing in this Contract shall be interpreted to limit United States Government access to Supplier's facilities pursuant to law or regulation.
- e. If any of the above activity results in a determination that the Supplier is unable to meet the requirements of this Contract, Liquid Robotics may, in its sole discretion, determine that such a finding is a material breach of this Contract and may terminate this Contract or require corrective action.

9. ACCEPTANCE AND REJECTION.

- a. Liquid Robotics shall accept the Deliverables or give Supplier notice of rejection due to any defect or nonconformance 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

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Supplier of any obligations under this Contract or impair any rights or remedies of Liquid Robotics.

- b. If Supplier delivers defective or non-conforming Deliverables, Liquid Robotics may at its option and at Supplier's expense: (i) require Supplier to promptly re-perform, correct or replace the Deliverables; (ii) correct the Deliverables; or (iii) obtain replacement Deliverables from another source. Return to Supplier of defective or non-conforming Deliverables and redelivery to Liquid Robotics of corrected or replaced Deliverables shall be at Supplier's expense.
- c. Supplier shall not redeliver corrected or rejected Deliverables 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.

10. SUPPLIER NOTICE OF DISCREPANCIES.

Supplier shall promptly notify Liquid Robotics in writing when discrepancies in Supplier's process, including any violation of or deviation from Supplier's approved inspection/quality control system, or goods/materials are discovered or suspected which may affect the Deliverables under this Contract. Whenever Supplier receives, either before or after shipment of Deliverables under this Contract, notification that any Deliverables, including any component, part, or material thereof, is the subject of a Government-Industry Data Exchange Program. ("GIDEP") alert, Supplier shall promptly furnish such information to Liquid Robotics. If this Contract is over \$500,000, Supplier shall participate in GIDEP under the latest revision of GIDEP Requirements Guide, NAVSEA S0300-BU-GYD-010.

11. COUNTERFEIT PARTS PREVENTION.

- a. Supplier shall not furnish Counterfeit Parts, which are defined as unauthorized copies, imitation, substitute or modified parts (e.g. materials, parts, components, subassemblies) which are misrepresented as a specified genuine part(s) of an original or authorized manufacturer. Counterfeit Parts can include, but are not limited to, the false identification of marking or labeling, grade, serial number, lot number, date code, documentation or performance characteristics, including but not limited to used parts represented as new. Counterfeit and Suspect Counterfeit Parts shall be deemed nonconforming to this Contract. A Suspect Counterfeit Part is a part for which there is objective and credible evidence indicating that it is likely counterfeit.
- b. Supplier shall plan, implement and control processes appropriate to the organization and the products for the prevention of Counterfeit or Suspect Counterfeit Part use and their inclusion in the Deliverables. Supplier's Counterfeit Parts prevention processes shall address the following: i. Training of appropriate persons in the awareness and prevention of Counterfeit Parts; ii. Application of a parts obsolescence monitoring program; iii. Controls for acquiring externally provided product from original or authorized manufacturers, authorized distributors, or other approved sources; iv. Requirements for assuring traceability of parts and components to their original or authorized manufacturers; v. Verification and test methodologies to detect counterfeit parts; vi. Monitoring of counterfeit parts reporting from external sources; vii. Quarantining and

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- reporting of suspect or detected counterfeit parts, including but not limited to preventing reentry into the supply chain.
- c. If Supplier provides Electronic, Electrical or Electromechanical (EEE) parts or assemblies containing EEE parts, Supplier shall implement a counterfeit electronic parts detection and avoidance system compliant with the requirements of SAE standard AS5553 (revision as of the effective date of this Contract).
 - d. If Supplier becomes aware or suspects that it has furnished Counterfeit or Suspect Counterfeit Parts, 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 Parts or Suspect Counterfeit Parts goods that conform to the requirements of this Contract. Supplier shall be liable for all costs related to the delivery or replacement of Counterfeit Parts or Suspect Counterfeit including but not limited to any testing or validation costs necessitated by the installation of authentic goods in replacement of Counterfeit Parts or Suspect Counterfeit Parts.
 - e. Supplier bears responsibility for procuring authentic parts or items from its subcontractors and shall ensure that all such subcontractors comply with the requirements of this Article. Supplier shall include the substance of this Article, including but not limited to this flowdown requirement, in all subcontracts awarded by Liquid Robotics for work under this Contract.

12. 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 Deliverables provided. 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 Deliverables may originate or be performed.

13. 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 any of their respective employees (collectively for the purposes of this Paragraph, the "Supplier Parties"), including, without limitation, the provision of goods, services,

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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 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

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- 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.

14. CHANGES.

- a. Liquid Robotics may direct changes to the scope of this Contract at any time including but not limited to: (i) technical requirements and descriptions, specifications, statement of work, drawings or designs; (ii) shipment or packing methods; (iii) place of delivery, inspection or acceptance; (iv) reasonable adjustments in quantities or delivery schedules or both; (v) amount of Liquid Robotics-furnished property; (vi) terms and conditions of this Contract required to meet Liquid Robotics' obligations under its customer prime contracts or subcontracts; (vii) description of services to be performed or Deliverables to be provided; (viii) time of performance (e.g., hours of the day, days of the week, etc.); and (ix) place of performance.
- b. 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

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Supplier's claim. Failure of the Parties to agree upon any adjustment shall not excuse Supplier from performing in accordance with Liquid Robotics' direction.

- c. Supplier shall not make any change or deviation to Deliverables covered specifically by this Contract, except with Liquid Robotics' prior written consent. Any changes proposed by the Supplier must be submitted to Liquid Robotics in writing for review, and must include a complete description of the change and the effect the change will have including at minimum, but not limited to: schedule, cost, and quality impacts.

15. SUSPENSION OF WORK.

- a. 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.
- b. 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.

16. WARRANTY.

- a. Supplier warrants that for Services:
 - i. Performance on this Contract shall be by employees or agents of Supplier who are experienced and skilled in their profession and in accordance with industry standards;
 - ii. Services shall be free from defects in workmanship and conform to the specifications and requirements of this Contract; and
 - iii. 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.
 - iv. To the extent Supplier's delivery of Services includes materials or goods, Supplier further warrants that:
 - I. Materials or goods shall conform to all specifications and requirements under this Contract and shall be free from defects in materials;
 - II. To the extent the materials or goods are not manufactured pursuant to detailed designs and specifications furnished by Liquid Robotics, such materials or goods shall be free from design and specification defects;
 - III. Materials or goods shall be free from liens or encumbrances;
 - IV. Materials or goods shall not contain any viruses, malicious code, trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (a) damage, destroy or alter any software or hardware; (b) reveal, damage, destroy, or alter any data; (c) disable any

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- computer program automatically; or (d) permit unauthorized access to any software or hardware; and
- V. The materials or goods shall not contain any third-party software (including but not limited to software that may be considered free software or open source software) that: (a) may require any software to be published, accessed or otherwise made available without the consent of Liquid Robotics; (b) may require distribution, copying or modification of any software free of charge; (c) may require disclosure, license or redistribution of source code; (d) may require the grant of rights in excess of those granted by Liquid Robotics in its standard end user license agreements; (e) may require that others have the right to modify the code; or, (f) may impose additional requirements on redistribution such as inclusion of additional license agreements for specific code modules.
- b. Supplier warrants that for Goods:
- i. Goods shall conform to all specifications and requirements of this Contract and shall be free from defects in materials and workmanship;
 - ii. To the extent Goods are not manufactured pursuant to detailed designs and specifications furnished by Liquid Robotics, Goods shall be free from design and specification defects; iii. Goods shall not infringe any patent, copyright, trademark, or other proprietary right of any third party or misappropriate any trade secret of any third party;
 - iii. Goods shall be free from liens or encumbrances;
 - iv. Goods shall not contain any viruses, malicious code, trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (a) damage, destroy or alter any software or hardware; (b) reveal, damage, destroy, or alter any data; (c) disable any computer program automatically; or (d) permit unauthorized access to any software or hardware; and
 - v. Goods shall not contain any third-party software (including but not limited to software that may be considered free software or open source software) that: (a) may require any software to be published, accessed or otherwise made available without the consent of Liquid Robotics; (b) may require distribution, copying or modification of any software free of charge; (c) may require disclosure, license or redistribution of source code; (d) may require the grant of rights in excess of those granted by Liquid Robotics in its standard end user license agreements; (e) may require that others have the right to modify the code; or, (f) may impose additional requirements on redistribution such as inclusion of additional license agreements for specific code modules.
- c. The warranty shall begin upon Liquid Robotics' final acceptance of Deliverables and shall survive inspection, test and payment for Deliverables. The 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 a defect or nonconformance in Deliverables. The warranty shall run to Liquid Robotics and its successors, assigns and customers. In the event of any defect or nonconformance in Goods, Liquid Robotics may, at its option and at Supplier's expense: (i) require prompt correction or replacement of Goods, or (ii) return Goods for credit or refund. Return to

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Supplier of defective or non-conforming Goods and redelivery to Liquid Robotics of corrected or replaced Goods shall be at Supplier's expense and risk of loss. Goods required to be corrected or replaced shall be subject to the requirements of this Contract in the same manner and to the same extent as Goods originally delivered under this Contract, but only as to the corrected or replaced part or parts thereof. Even if the Parties disagree about the existence of a breach of this warranty, Supplier shall promptly comply with Liquid Robotics direction to: (i) repair, rework or replace Goods, or (ii) furnish any materials or parts and installation instructions required to successfully correct the defect or nonconformance. If the Parties later determine that Supplier did not breach this warranty, the Parties shall equitably adjust the price. In the event of any defect or non-conforming Services, Liquid Robotics may, at its option and at Supplier's expense and risk of loss, either (i) require correction, replacement or reperformance of any defective or nonconforming Services, or (ii) make an equitable adjustment in the price. Any Services corrected, replaced or reperformed shall be subject to the requirements of this Contract to the same extent as Services initially performed.

17. BUSINESS CONDUCT.

- a. Compliance with Laws. Supplier and the Deliverables 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 antibribery.
- 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. Supplier Code of Conduct. Liquid Robotics is committed to a set of core values that includes transparency, integrity, accountability and respect. In furtherance of this commitment, Liquid Robotics has adopted a Supplier Code of Conduct that outlines expected values and behaviors for all suppliers, including their employees, agents, or subcontractors. This code may be downloaded at https://www.boeing.com/principles/Boeing_Supplier_Code_of_Conduct.pdf Supplier shall include the substance of this provision 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

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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.

- e. Work Transfer. Supplier shall not and shall ensure its supply chain shall not, initiate a movement or transfer of the location for the work to be performed under this Contract to another facility without Liquid Robotics' prior written approval.
- f. Liquid Robotics Policies. Supplier agrees that Liquid Robotics' internal policies, procedures and codes are intended to guide the internal management of the Liquid Robotics and are not intended to, and do not, create any right or benefit, substantive or procedural, enforceable at law or in equity, by Supplier against Liquid Robotics.
- g. Ethics and Compliance Program. Supplier acknowledges and accepts full and sole responsibility to maintain an ethics and compliance program appropriate for its business throughout the performance of this Contract. Liquid Robotics strongly encourages Supplier to model its program in accordance with the U.S. Sentencing Commission Guidelines, applicable guidance from enforcement authorities, and industry best practices. Supplier shall publicize to its employees who are engaged in the performance of work under this Contract that they may report any concerns of misconduct by Liquid Robotics or any of its employees or agents by going to <https://www.boeing.com/principles/ethics-and-compliance.page>. Supplier shall convey the substance of this provision to its suppliers.
- h. Supplier and Sub-Tier Supplier Information. In addition to requirements set forth elsewhere in this Contract, Supplier shall, when reasonably requested by Liquid Robotics, provide sub-tier supplier information related to performance under this Contract. Such information may include but is not limited to Supplier's subcontract management plans, Liquid Robotics programs supported, Supplier assessment of sub-tier supplier's capability, including but not limited to financial health and performance issues.
- i. Offset Credits/Industrial Participation.
 - i. To the exclusion of all others, Liquid Robotics or its assignees shall be entitled to all industrial benefits or offset credits that might result from this Contract. Supplier shall provide all information and assistance to Liquid Robotics that Liquid Robotics may reasonably request in support of Liquid Robotics' efforts to secure offset credits related to Deliverables.
 - ii. Before entering into a subcontract for any non-U.S. products or services in excess of \$100,000 in support of this Contract, Supplier shall notify Liquid Robotics' Authorized Representative
 - iii. In addition, Supplier shall support Liquid Robotics in the fulfillment of offset, industrial participation, co-production or similar obligations that Liquid Robotics may have accepted as a requirement for the sale of end products to non-U.S. customers related to Deliverables.
- j. Utilization of Small Business Concerns.
 - i. Supplier agrees 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 U.S. Veteran and Service-Disabled Veteran Owned

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- small business concerns to participate in the subcontracts Supplier awards to the fullest extent consistent with the efficient performance of this Contract.
- ii. For performance on a USG Prime Contract, upon request, Supplier shall provide to Liquid Robotics prior to contract award or at any time during the period of performance of this Contract a copy of Supplier's subcontracting plan compliant to FAR 52.219-9 or DFARS 252.219-7004, as incorporated and as applicable.
 - iii. For performance on a USG Prime Contract, Supplier is hereby notified that, under 15 U.S.C. 645(d), any person who misrepresents a firm's business size or socioeconomic status as defined in FAR 52.219-9 in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9 or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall: (i) be punished by imposition of a fine, imprisonment, or both; (ii) be subject to administrative remedies, including suspension and debarment; and (iii) be ineligible for participation in programs conducted under the authority of the Act. Socioeconomic status for Liquid Robotics subcontracts includes the list of concerns in FAR 52.219-9 as well as women owned small business concerns, Historically Black College or University or Minority Institutions, Indian organizations or Indian-owned economic enterprises, rural area small business concerns, foreign business concerns, joint ventures, and/or a large minority business concerns or women-owned large business concerns.

18. INTELLECTUAL PROPERTY INDEMNITY. Supplier warrants that the Deliverables 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 license the Deliverables. 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), 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 Deliverables and/or sale or use of the Deliverables 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. and Liquid Robotics shall have the right to participate in the defense at its own expense. 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 Deliverables 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 Deliverables solely for the purpose for which they were designed or sold by

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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.

19. INTELLECTUAL PROPERTY.

a. Definitions:

- i. "Intellectual Property" or ("IP") means inventions, discoveries and improvements, know-how, works of authorship, technical data, drawings, specifications, process information, reports and documented information; and computer software.
 - ii. "IP Rights" means all worldwide common law and statutory rights to the IP, including but not limited to rights under patents, industrial designs, trade secrets, copyrights, and mask work registrations.
 - iii. "Background IP" means of all IP and IP Rights owned or controlled by Supplier prior to the effective date of or outside the scope of this Contract.
 - iv. "Foreground IP" means IP and IP Rights conceived, developed or created by, for or with Supplier either alone or with third parties, in the performance of this Contract, including but not limited to modifications to any Liquid Robotics Specification suggested by Supplier.
 - v. "Liquid Robotics Specifications" means performance specifications, specification control documentation, interface control documents, schematics, definitions, configurations, and certification data, and all IP Rights therein, used or intended to be used by Liquid Robotics: (i) to establish and define (1) requirements for Deliverables and associated processes, service level, system specification, certification, and configuration; and (2) architecture descriptions for Deliverables and associated processes, service, and system; and (ii) to procure and certify Deliverables or similar products and to assure integration of Deliverables or similar product with a Liquid Robotics product or other systems and equipment included in a Liquid Robotics product.
- 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 Deliverables and/ or the Foreground IP assigned to Liquid Robotics hereunder or as otherwise permitted under this Contract. Supplier grants to Liquid Robotics such 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. Supplier hereby grants Liquid Robotics the right to exercise all IP

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Rights in Supplier -Owned IP for the purpose of preventing interruptions to or stoppage of Liquid Robotics' production lines or delivery of Liquid Robotics' products to Customers.

- 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 unmodified commercial off-the-shelf Goods. If Services or Goods are developed, modified or redesigned pursuant to this Contract then the paragraphs below apply shall not apply to any Deliverables 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.
- f. 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 Liquid Robotics'

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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.

20. LIQUID ROBOTICS FURNISHED PROPERTY.

- a. Liquid Robotics 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.
- b. 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 (SEP 2021), unless some other date version or equivalent FAR clause is provided elsewhere in this Contract.
- c. 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.

21. CONFIDENTIAL, PROPRIETARY, AND TRADE SECRET INFORMATION AND MATERIALS.

- a. Liquid Robotics and Supplier shall each keep confidential and protect from unauthorized use and disclosure all (i) confidential, proprietary and/or trade secret information of a Party or third party disclosed by a Party; (ii) software provided under this Contract in source code form or identified as subject to this Article; and (iii) tooling identified as subject to this Article: in each case that is obtained, directly or indirectly, from the other in connection with this Contract or Liquid Robotics' contract with its customer, if any, (collectively referred to as "Proprietary Information and Materials"). Proprietary Information and Materials excludes information that is, as evidenced by competent records provided by the receiving Party, known to the receiving party or

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- lawfully in the public domain, in the same form as disclosed hereunder, disclosed to the receiving Party without restriction by a third party having the right to disclose it, or developed by the receiving Party independently without use of or reference to the disclosing Party's Proprietary Information and Materials.
- b. Liquid Robotics and Supplier shall use Proprietary Information and Materials disclosed by the other Party only to perform and for the purpose of this Contract, other contracts between the Parties, and Liquid Robotics' contract with its customer, if any and shall not disclose such Proprietary Information and Materials to any third party except as expressly set forth herein. Liquid Robotics may also, at any time use, reformat, copy or disclose Supplier's Proprietary Information and Materials to: (i) to fulfill Liquid Robotics' obligations under this Contract, other contracts with Supplier, and Liquid Robotics' contract with its customer, if any; (ii) test, certify, use, sell or support Deliverables delivered under this Contract or Liquid Robotics' product containing such Deliverables; (iii) perform or obtain data analysis or risk mitigation; (iv) obtain data storage, hosting and other outsourced services and (v) ensure regulatory or legal compliance. Any such disclosure by Liquid Robotics shall, when appropriate, include a suitable restrictive legend.
 - c. Supplier may disclose Proprietary Information and Materials of Liquid Robotics to its subcontractors as required to perform this Contract, if Supplier includes a suitable restrictive legend on such disclosures, and if each such subcontractor has agreed in writing to obligations no less restrictive than those imposed upon Supplier under this Article. Supplier shall be liable to Liquid Robotics for any breach of such obligation by such subcontractor.
 - d. A Party may disclose received Proprietary Information and Materials in response to a subpoena or court order, if the receiving Party has used reasonable efforts to give the disclosing Party advance written notice of such requirement to allow the disclosing Party to: (i) seek a protective order or other remedy; (ii) consult with respect to resisting or narrowing the scope of such requirement; or (iii) modify or waive compliance with this Article. If such protective order or remedy is not timely obtained, the receiving Party shall use commercially reasonable efforts to disclose only Proprietary Information and Materials legally required to be disclosed and to require confidential treatment of such disclosure.
 - e. Upon Liquid Robotics' request, and in any event upon the completion, termination or cancellation of this Contract, Supplier shall return to Liquid Robotics all of Liquid Robotics' Proprietary Information and Materials and all materials derived therefrom, unless Liquid Robotics specifically directs otherwise in writing. Supplier shall not dispose of (as scrap or otherwise) any Deliverables, parts or other materials containing, conveying, embodying or made in accordance with or by reference to any Liquid Robotics Proprietary Information and Materials without rendering them unusable. Further, Supplier shall not, without a separate license agreement or other written approval from Liquid Robotics, make, use, or sell any Deliverables, parts or materials containing, conveying, embodying or made in accordance with or by reference to Liquid Robotics Proprietary Information and Materials except as required to perform this Contract

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- f. The provisions of this Article are effective notwithstanding of any restrictive legends or notices on Proprietary Information and Materials and shall survive the completion, termination or cancellation of this Contract. Liquid Robotics shall have the right to audit Supplier's compliance with this Article.
- g. For performance on a USG Prime Contract, Supplier agrees that any technical data and computer software furnished to Liquid Robotics as a required deliverable under this Contract shall be free from confidential, proprietary, or restrictive-use markings that are not expressly permitted by applicable FAR or other U.S. Government agency FAR supplement clauses incorporated in this Contract ("Nonconforming Markings"). Liquid Robotics may notify Supplier of a Nonconforming Marking, and if Supplier fails to remove or correct such marking within sixty (60) days after such notification, Liquid Robotics may, at Supplier's expense, correct any such Nonconforming Marking.

22. 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 Deliverables 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.

23. 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. Supplier shall include the substance of this Article, including but not limited to this flowdown requirement, in all subcontracts awarded by Supplier for work under this Contract.

24. CYBERSECURITY AND ELECTRONIC ACCESS. 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 Contract. As required, Supplier shall operate in accordance with NIST SP 800-171. Further, supplier shall safeguard Controlled Unclassified Information (CUI) including but not limited to export-controlled information. Partner will notify supplychain@liquid-robotics.com within 48 hours of discovery of any potential or actual non-compliance, violation, escape or other trade compliance or export controls concern (or of DFAR 252.204-7012 if applicable) that may affect and/or is related to business with Liquid Robotics, and shall ensure the receipt of such notification by Liquid Robotics.

25. 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,

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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.

26. QUALITY CONTROL. Supplier shall establish and maintain a quality control system acceptable to Liquid Robotics for Deliverables. Supplier shall permit Liquid Robotics to review procedures, practices, processes and related documents to determine such acceptability.

27. 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”).
- 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,

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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.

28. TERMINATION FOR CONVENIENCE.

- a. 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.
- b. For performance on a USG Prime Contract, Liquid Robotics may terminate all or part of this Contract, effective as of the date specified by Liquid Robotics, in accordance with the provisions of Federal Acquisition Regulation ("FAR") 52.249-2 (APR 2012) "Termination for Convenience of the Government (Fixed Price)," which provisions, except for subparagraphs (d) and (j), are incorporated by reference. The terms "Government" and "Contracting Officer" shall mean "Liquid Robotics," "Contractor" shall mean "Supplier," and the phrase "1 year" is deleted each place it occurs and "six months" is substituted in its place. The time for requesting an equitable adjustment under subparagraph I (lower case letter "L") is reduced to forty-five (45) days. Settlements and payments under this provision may be subject to approval by the Contracting Officer and the Settlement Review Board.

29. CANCELLATION FOR DEFAULT.

- a. Liquid Robotics may, by written notice to Supplier, cancel all or part of this Contract: (i) if Supplier fails to deliver the Deliverables 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

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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 Deliverables 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 Deliverables 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.

30. 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.

31. 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.

32. 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. This Contract excludes

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the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

33. 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.

34. NO WAIVER; RIGHTS AND REMEDIES.

- a. Any failures, delays or forbearances of either Party in insisting upon or enforcing any provisions of this Contract, or in exercising any rights or remedies under this Contract, shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies; rather, the same shall remain in full force and effect.
- b. Except as expressly and affirmatively disclaimed in writing in this Contract, the rights and remedies set forth herein are cumulative and in addition to any other rights or remedies that the Parties may have at law or in equity. If any provision of this Contract is or becomes void or unenforceable by law, the remainder shall be valid and enforceable. Supplier acknowledges and agrees that money damages would not be an adequate remedy for any actual, anticipatory or threatened breach of this Contract by Supplier with respect to its delivery of the Deliverables to Liquid Robotics.
- c. Supplier agrees that Liquid Robotics approvals of Supplier's technical and quality specifications, drawings, plans, procedures, reports, and other submissions shall not relieve Supplier from its obligations to perform all requirements of this Contract.
- d. Liquid Robotics may at any time deduct or set-off Supplier's claims for money due or to become due from Liquid Robotics against any claims that Liquid Robotics has or may have arising out of this Contract or other transactions between Liquid Robotics and Supplier.

35. 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; (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 Deliverables 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 Deliverables from other sources.

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36. ASSIGNMENT AND CHANGE OF CONTROL.

- a. Supplier shall not and shall cause its affiliates not to, directly, indirectly, voluntarily or involuntarily, in each case, whether by transfer, operation of law, or otherwise, undergo a Change of Control (as defined in subparagraph b below) or otherwise assign this Contract, assign any of its rights or interest in this Contract, delegate any of its obligations under this Contract, or subcontract for all or substantially all of its performance of this Contract (each, a "Transaction"), without Liquid Robotics' prior written consent after advance written notice by Supplier. No purported Transaction, with or without Liquid Robotics' consent, shall relieve Supplier of any of its obligations under this Contract or prejudice any rights or claims that Liquid Robotics may have against Supplier, whether such obligations, rights or claims, as the case may be, arise before or after the date of any purported Transaction; provided however, that Supplier may assign its right to monies due or to become due under this Contract, and this Article does not limit Supplier's ability to purchase standard commercial supplies or raw material in connection with its performance of this Contract.
- b. For purposes of this Contract, the term "Change in Control" shall mean any of the following, whether in a single transaction or a series of related transactions and whether or not Supplier is a party thereto:
 - i. a sale, conveyance, transfer, distribution, lease, assignment, license or other disposition of all or substantially all of the assets of Supplier;
 - ii. any consolidation or merger of Supplier or its controlling affiliates, any dissolution of Supplier or its controlling affiliates, or any reorganization of one or more of Supplier or its controlling affiliates; or
 - iii. any sale, transfer, issuance, or disposition of any equity securities or securities or instruments convertible or exchangeable for equity securities (collectively, "securities") of Supplier or its controlling affiliates in which the holders of all of the securities that may be entitled to vote for the election of any member of a board of directors or similar governing body of Supplier or such controlling affiliate immediately prior to such transaction(s) hold less than fifty percent (50%) of the securities that may be entitled to vote for the election of any such member in such entity immediately following such transaction(s).

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.

TERMS AND CONDITIONS OF PURCHASE

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

- a. Government or other Liquid Robotics 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 Supplier, “Government,” “Contracting Officer” or any equivalent terms means Liquid Robotics, 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. (NOV 2021). Paragraph (b) is deleted and replaced with the following: “Supplier is prohibited from providing Liquid Robotics 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 Supplier identifies covered telecommunications equipment or services provided to Liquid Robotics during contract performance, or Supplier is notified of such by a subcontractor at any tier or any other source, Supplier shall report the information in paragraph (d)(2) of this clause via email to Liquid Robotics’ Authorized Representative, with the required information in the body of the email.
- d. 52.244-6 Subcontract for Commercial Items (Dec 2023). 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.