

Clause 1 **DEFINITIONS**

- “Buyer” Axiom Space, Inc., a Delaware corporation having a principal place of business in Houston, Texas.
- “Deliverables” Tangible goods, materials, equipment, or professional services described in an Order.
- “Order” Collectively, (i) these terms and conditions, (ii) any purchase order, change order, subcontract, or contract for the Deliverables; and (iii) and all other documents mutually accepted by Seller and Buyer contemporaneously with (i) and (ii).

Clause 2 OFFER; MERGER. This Order is Buyer’s offer to purchase Deliverables from Seller. Seller’s acceptance is limited to the Order’s terms without additions, deletions, or other modifications. All prior communications are not binding and of no further force and effect. The earlier of i) Seller’s execution, ii) written acknowledgment, or iii) commencement of performance pursuant to this Order shall constitute Seller’s acceptance of these terms. Unless the parties agree otherwise in a signed writing, any additional or different terms or conditions subsequent to this Order are rejected and are not binding.

Clause 3 PRICES; TAXES. Unless the parties agree otherwise in a signed writing, the Purchase Price includes all costs and expenses of every type (including applicable sales or other applicable ad valorem taxes) necessary to furnish and deliver the Deliverables identified in the Order.

Clause 4 PAYMENT. Unless the parties agree otherwise in a signed writing, Payment shall be made 30 days from the later of either the Buyer’s i) acceptance of the deliverables or ii) receipt of Seller’s properly submitted and reasonably detailed invoice. All invoices shall be submitted with or after Seller’s delivery of the deliverables described on the invoice. Seller shall complete and send to ap@axiomspace.com the Buyer’s supplier registration form in advance of submitting the first Invoice. Invoices with the Order number shall be emailed to Buyer’s Accounting Department at ap@axiomspace.com.

Clause 5 SHIPMENTS/DELIVERY. Unless the parties agree otherwise in a signed writing, any tangible Deliverables shall be delivered DDP (Incoterms® 2020) to the location specified by Buyer in writing prior to shipping.

Clause 6 STOP WORK. Unless the parties agree otherwise in a signed writing, upon written notice from Buyer, Seller shall immediately stop any work to the extent specified in the notice for a period of up to one hundred-eighty (180) calendar days. Seller shall take all reasonable steps to mitigate the costs allocable to the work covered by the Order during the period of stop work.

Clause 7 TITLE. Title to any Deliverables shall pass to Buyer upon the earlier of i) Buyer’s payment of Seller’s invoice, or ii) Buyer’s written acceptance.

Clause 8 INSPECTION OF DELIVERABLES. Unless the parties agree otherwise in a signed writing, all shipments shall be subject to inspection by Buyer after receipt by Buyer at the delivery site or designated location. Buyer may reject any Deliverables not in accordance with the Order. Buyer shall accept the Deliverables or give Seller notice of rejection due to or nonconformance within a reasonable time after delivery. Buyer may deduct from any amount owed to Seller under this Order the cost of inspecting rejected Deliverables. Deliverables not accepted shall, at Buyer’s option be (a) returned to Seller at Seller’s expense; (b) held by Buyer at Seller’s expense; (c) held by Buyer for an equitable reduction in price; or (d) repaired by Buyer at Seller’s expense. Acceptance by Buyer shall not constitute acceptance as to latent or hidden defects.

Clause 9 QUALITY CONTROL. The Order may contain Quality Clauses specific to the work and deliverables. Seller accepts such specifications as a material obligation of the Order. The Quality Clauses can be found in full text at <https://www.axiomspace.com/suppliers>.

Clause 10 WARRANTIES. Seller warrants to Buyer that during the term of this Order and for a period of twelve (12) months from Buyer’s acceptance, all Deliverables which are goods shall: (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications, drawings, designs, samples and other requirements specified by Buyer; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests or other encumbrances; (f) not infringe or misappropriate any third party’s intellectual property rights; (g) bear all warnings, labels, and markings required by applicable laws; (h) be conveyed to Buyer with good title, free of all liens or encumbrances thereon; and (i) have been produced, sold, delivered, or rendered to Buyer in compliance with all applicable laws and regulations. THIS WARRANTY SHALL BE IN ADDITION TO ALL WARRANTIES ARISING AS A MATTER OF LAW OR OTHERWISE PROVIDED BY SUBCONTRACTORS OR SUPPLIERS AND SHALL SURVIVE ACCEPTANCE AND PAYMENT.

Clause 11 SELLER’S NOTICE OF DISCREPANCIES. Seller shall promptly notify Buyer in writing when discrepancies in Seller’s process, including any violation of or deviation from Seller’s approved inspection/quality control system or Deliverables are discovered or suspected regarding Deliverables delivered or to be delivered under this Order, including the quantity and specific identity of any

impacted Deliverables.

Clause 12 COUNTERFEIT GOODS. Seller shall not furnish to Buyer any item that is: (i) an unauthorized copy or substitute of an Original Equipment Manufacturer or Original Component Manufacturer (collectively, “OEM”) item; (ii) not traceable to an OEM sufficient to ensure authenticity in OEM design and manufacture; (iii) lacking proper external or internal materials or components required by the OEM or not constructed in accordance with OEM design; (iv) re-worked, re-marked, re-labeled, repaired, refurbished, or otherwise modified from OEM design but not disclosed as such or are represented as OEM authentic or new; or (v) not successfully tested, verified, screened, and cleared through all OEM required quality control processes.

Clause 13 ACCESS TO BUYER PROPERTIES. Where Seller is either entering or performing work at premises owned or controlled by Buyer or Buyer’s customer or obtaining access electronically to Buyer systems or information, Seller shall comply with all the rules and regulations established by Buyer or Buyer’s customer for access to and activities in and around premises controlled by Buyer or Buyer’s customer.

Clause 14 INTELLECTUAL PROPERTY. Unless the parties agree otherwise in a signed writing:

- All Copyrights, Trademarks, Patent Rights, Technology Rights, or other intellectual property (collectively “Property Rights”) resulting from any work performed by Seller (alone or with others) to fulfill the Order, derived from or based on information supplied by Buyer, or conceived or reduced to practice by Seller using Buyer’s funds will be the sole property of Buyer.
- Seller agrees to assign and hereby sells, assigns, conveys and transfers unto Buyer, its successors and assigns, free and clear of any and all liens, restrictions, claims, and encumbrances, Seller’s entire right, title, and interest worldwide in and to the Property Rights.
- The Property Rights shall include, without limitation, all rights in any jurisdiction in the world, related to the Work Product, together with all national, foreign, state and common law registrations, applications for registration and all renewals and extensions thereof (including, without limitation, any continuations, continuations-in-part, divisionals, reissues, substitutions, and reexaminations); all rights to claim priority; all goodwill associated therewith; and all benefits, privileges, causes of action, and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and extensions; to sue for all past, present and future infringements or other violations of any rights relating thereto; and to settle and retain proceeds from any such actions).
- All Copyrights are Buyer’s property, in just the same manner it would be if it were a “Work Made for Hire” under the provisions of the United States Copyright Act of 1976, 17 U.S.C. § 101, et seq., as amended. Seller irrevocably waives any and all moral rights that might otherwise accrue with respect to any Work Product.

Upon the reasonable request of Buyer, and at Buyer’s sole expense, Seller will cooperate with Buyer to prepare any additional documentation required to record and give effect to the assignment of the Property Rights in accordance with this Order.

Clause 15 CROSS-WAIVER. In the event the parties are involved in Protected Space Operations, as defined in 48 CFR § 1852.228-76, each party shall agree to the terms of the Cross-Waiver Addendum, attached to this Order as Exhibit B. The Cross-Waiver Addendum is only specific to contract 80JSC020D0017.

Clause 16 INDEMNITY. To the fullest extent permitted by law, Seller shall defend, indemnify, and hold harmless Buyer, and its officers, directors, agents, and employees (the “Indemnified Parties”) from and against all third-party claims, demands, losses, costs, damages, liabilities, and actions directed to or against Buyer and arising out of: (a) actual or alleged infringements of any third-party intellectual property or other proprietary rights attributable to Seller’s Deliverables; (b) Seller’s failure to comply with applicable laws or government regulations; (c) Seller’s breach of its confidentiality, privacy, data protection, or publicity obligations; (d) any breach of Seller’s warranties; (e) grossly negligent or willful acts or omissions of Seller or its subcontractors that result in death, bodily injury, or property damage; and (f) any claims of Seller’s employees, affiliated companies, or subcontractors regardless of the basis, including but not limited to, the payment of settlements, judgments, and reasonable attorneys’ fees. The parties each understand and agree that this clause is a material inducement to Buyer to enter into the Order, this this inducement forms part of the consideration provided by Seller to Buyer, and that but for this clause, the price Buyer would be willing to pay for the Deliverables would be less.

Clause 17 LIMITATION OF LIABILITY. UNLESS THE PARTIES AGREE OTHERWISE IN A SIGNED WRITING, EXCEPT FOR (A) THE INDEMNIFICATION OBLIGATIONS STATED IN CLAUSE 16; OR (B) FRAUD, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF DATA, REVENUE,

AND/OR PROFITS), WHETHER FORESEEABLE OR UNFORESEEABLE, WHICH ARISE OUT OF THIS ORDER, REGARDLESS OF WHETHER THE LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES OR OTHERWISE, AND EVEN IF BUYER IS ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

Clause 18 FORCE MAJEURE. Neither party shall be liable for its failure to perform hereunder if performance is made impossible due to any occurrence beyond its reasonable control including acts of God, inclement weather, fires, floods, civil unrest or disturbance, wars or military action, sabotage, accidents, labor disputes, inability to obtain economic materials, governmental laws, ordinances, rules, regulations, standards or decrees, action of court or public authority, inability to obtain raw material, equipment or transportation, an outbreak of a pandemic or epidemic disease, and any other similar or different event or occurrence.

Clause 19 TERMINATION. If Seller fails to timely deliver the Deliverables or otherwise perform in material conformity with this Order, which failure is uncured within 10 days' written notice thereof, Buyer may terminate this Order without prejudice to Buyer's rights to recover for breach. In addition, Buyer may upon ten (10) calendar days' written notice to Seller, terminate the whole or any part of this Order for the convenience of Buyer. In the event of termination for convenience, Buyer shall pay Seller, as Seller's entire and sole compensation, Seller's actual and reasonable costs of Deliverables through the date of termination, as determined by audit of the records, in no event exceeding the total amount indicated in the Order.

Clause 20 INSURANCE. Seller shall carry General Liability, Worker's Compensation, and other types of insurance with coverage amounts that meet or exceed those required by law in the amounts typically maintained by similar companies operating in the industry in which the Seller operates.

Clause 21 CONFIDENTIALITY. Seller agrees that during the term of this Order and for five (5) years thereafter, Supplier will hold in the strictest confidence and shall not disclose, publish, communicate, or reveal any Proprietary Information ("PI"), including any specialized or proprietary trade secrets, formulas, processes, technologies, drawings or images, methods, customer information and lists, financial data, know-how, confidential information from third parties and subject to nondisclosure agreements, and other items of information which are proprietary and of a confidential nature to any third party, person, or corporation (or the employees thereof) without prior written permission from Buyer and only after such other third party has executed an agreement with Seller sufficient to require the third party to treat the PI in a manner at least as restrictive as set forth in this Order. All plans, drawings, specifications, and the subject matter contained therein, and all other information given to Seller in connection with performance of this Order, involve valuable property rights of Buyer, are PI, shall be held confidential by Seller, shall remain the property of Buyer, and shall not be used by Seller for any purpose other than those for which they are being prepared or supplied. Seller agrees that it will keep confidential the making of this Order and the terms hereof. Seller agrees not to use for publicity purposes any information concerning this Order, or any PI, photographs, drawings, and/or materials in connection with the performance of the Order, without obtaining the prior written consent of Buyer. The restrictions contained in this clause shall not be construed to limit Seller's disclosure of such information as required by federal, state, or local laws and regulations or courts of competent jurisdiction.

Clause 22 NO PUBLICITY. Unless the parties agree otherwise in a signed writing, Seller shall not: (i) Advertise or publicize in any medium any contents of this Order or that Seller supplies goods or services to Buyer; (ii) Use Buyer's name or other identifying information or materials; or (iii) Issue press releases or other publicity related to the relationship with Buyer.

Clause 23 INDEPENDENT CONTRACTORS. The parties are independent contractors, and neither shall be deemed the agent or employee of the other.

Clause 24 NON-WAIVER. Failure of either party to exercise any right hereunder upon one or more occasions shall not waive the right to exercise the same on another occasion.

Clause 25 EXPORT CONTROL. The parties shall comply with all Trade Compliance Laws (TCLs), including, but not limited to, all export and import laws, regulations, decrees, orders, and policies of the U.S. government and the government of any country in which the parties conduct business pursuant to this Order, including but not limited to the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), the Harmonized Tariff Schedule (HTS), and the antiboycott and embargo regulations and guidelines as set forth by the Office of Foreign Assets Control as well as the Census Bureau Foreign Trade Regulations. The seller represents that it maintains an effective export and import control compliance program in accordance with all applicable TCLs. Subject to applicable TCLs, Seller shall provide Buyer with the applicable classifications (ITAR munitions list if applicable and Export Commodity Control Number ["ECCN"] as well as import Harmonized Tariff Schedule ("HTS") [including applicable punitive tariffs, e.g., Section 232 or Section 301 of the Trade Expansion Act as well as applicable

antidumping and/or countervailing duty orders]) of any commodity, software or technology to be supplied.

Clause 26 COMPLIANCE. Seller shall either i) comply with the most current Supplier Code of Conduct, available at <https://www.axiomspace.com/suppliers>, or ii) have and maintain its own code of conduct that is no less expansive or stringent in all material respects. Each Party will comply with all applicable laws, regulations, rules, and ordinances involved in the transactions contemplated hereunder. Seller shall ensure that it, its subsidiaries and affiliates, and its and their directors, officers, managers, successors, assigns, employees, independent contractors, representatives, or agents: (i) Shall not promise, authorize, contribute, or issue any payment or item of value directly or indirectly to any government official in violation of the U.S. Foreign Corrupt Practices Act (FCPA) or applicable anti-bribery or anti-corruption laws; (ii) Shall remediate its and their actions taken in violation of the FCPA or any other applicable anti-bribery or anti-corruption law; and (iii) Maintain appropriate systems or internal controls to ensure compliance with the FCPA or applicable anti-bribery or anti-corruption laws and recordkeeping required in such laws. These obligations are material to this agreement, and any non-compliance shall be grounds for immediate termination.

Clause 27 CONFLICT MINERALS. Seller represents, warrants, and covenants that, to Seller's knowledge after reasonable investigation, the goods are, and upon delivery will be, DRC Conflict Free (as such term is defined in the U.S. Securities Exchange Act of 1934, as amended by Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the related rules and regulations of the U.S. Securities and Exchange Commission). Seller shall promptly notify Buyer in writing in the event that Seller is or becomes aware of any reason to believe that the goods are not DRC Conflict Free. To the extent Seller procures gold, tin, tantalum and/or tungsten from a smelter or refiner for incorporation into the goods, Seller represents, warrants, and covenants that such materials shall be procured solely from one or more of the smelters or refiners appearing on the applicable compliant smelter and refinery list available at.

Clause 28 DATA PROTECTION. During the course of engagement, Buyer may obtain individually identifiable data about individuals ("Personal Data") in connection with Seller's provision of goods or services to Buyer under this Order. Such information may include but not be limited to name, contact and other limited information about employees or other individuals who interact with Buyer on Seller's behalf, as well as other information needed to verify such individual's or Seller's eligibility to conduct business with Buyer. Unless Buyer specifically indicates otherwise, Buyer acts as the owner/controller of such Personal Data and retains responsibility to comply with data protection laws applicable to Buyer. Buyer implements standard contractual clauses and other measures to address cross-border data transfer restrictions in data protection laws and provides notice of its data privacy practices regarding such Seller Personal Data via the Website Privacy and

Clause 29 FEDERAL CONTRACTING STANDARDS. If this Order is in support of a government prime contract, the Federal Acquisition Regulation (FAR) clauses referenced in Exhibit A are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation.

Clause 30 DISPUTES. Unless the parties agree otherwise in a signed writing, this Order shall be governed by and construed in accordance with the laws of the State of Texas, USA, without resort to that jurisdiction's conflicts of laws principles. All litigated claims relating to or arising out of this Order which the parties do not resolve within thirty (30) days from receipt of a written notice, shall be brought, heard, and resolved solely and exclusively in a federal or state court situated in the venue where the party-defendant is physically situated (for Buyer, Harris County, Texas, in the Southern District of the State of Texas). EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS ORDER.

Clause 31 MISCELLANEOUS. This Order shall be binding upon and inure to the benefit of the respective successors and permitted assigns of each of the parties hereto. Assignment or delegation hereof by Seller without the prior written consent of Buyer shall be void. Headings are provided for convenience only and are not to be used in construing this Order. No modification, change, or waiver of any of the terms, agreements and conditions of the Order shall be binding upon Buyer unless signed by a duly qualified officer of Buyer. If any provision or part thereof in this Order is determined to be illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability will not impair the operation of or affect those remaining portions of such provision and this Order that are legal, valid and enforceable. Such provision or part thereof will be modified so as to be legal, valid, and enforceable consistent as closely as possible with the intent of the original language of such provision or part thereof and shall be enforced to the extent possible consistent with applicable law. If the illegality, invalidity or unenforceability of such provision or part thereof cannot be modified consistent with the intent of the original language, such provision will be deleted and treated as if it were never a part of this Order and shall not affect the validity of the remaining portions of the provision or this Order.

Exhibit A

FEDERAL CONTRACTING STANDARDS. To the extent applicable under federal law and except as Seller is otherwise exempt, then Seller stipulates and agrees: (i) that Seller is not among the persons or entities debarred, as set forth in the Excluded Parties List System, and none of Seller’s facilities is listed on the Environmental Protection Agency (“EPA”) List of Violating Facilities (pursuant to 40 CFR Part 32); (ii) to comply with all requirements of the Clean Air Act, as amended, and the Clean Water Act, as amended, including all regulations, guidelines and standards issued thereunder; (iii) that the Order is expressly conditioned upon Seller promptly notifying Buyer in writing if Seller receives any communication from the EPA or other applicable governmental authority, indicating that Seller or a facility to be used in performing the Order is listed in, or being considered for listing in, the List of Violating Facilities or Excluded Parties List System; and (iv) to include the requirements of the above in every subcontract if not otherwise exempt or as Buyer may agree specifically in writing. Any clause required by applicable law, order, rule, or regulation to be set forth in this Order shall be deemed set forth herein.

EQUAL EMPLOYMENT OPPORTUNITY. Seller certifies that it is in full compliance with Executive Order 11246, as amended, and all administrative regulations issued pursuant thereto, as well as all other applicable equal employment obligations as required by governmental orders, rules or regulations, or law as of the date of executing the Order, including as applicable: Executive Orders 11375 and 12086, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, Section 5(a) of the Veterans Codification Act of 1991, the Americans with Disabilities Act of 1990, the Immigration Reform and Control Act of 1986, [8 U.S.C. 1324, 8 U.S.C. 1101 (a) (15)(H)(ii)(a), 8 U.S.C. 1160, 8 U.S.C. 1161, 8 U.S.C. 1184(c), 8 U.S.C. 1186, 8 U.S.C. 1824, 29 U.S.C. 1802, 1813 (a), as amended], Buyer and Seller shall abide by the requirements of 41 CFR §§60.300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals on the basis of protected veteran status and disability.

LABOR PRACTICES. Seller will not employ, use, or otherwise benefit from involuntary labor, forced labor, or labor that results from slavery or human trafficking. Seller hereby certifies that: (i) it is in compliance with this paragraph; and (ii) all materials incorporated into its products comply with all applicable laws addressing slavery, human trafficking, and other forms of forced labor. Seller shall provide Buyer with documentation establishing compliance with this paragraph upon request.

FAR “FLOWDOWNS”. The following requirements apply to this Order to the extent indicated below. If any of the clauses are not applicable by their terms, they shall be self-deleting. Any conflict or inconsistency between the provisions listed in the clause citations below and the paragraphs set forth elsewhere in these terms and conditions shall be resolved in favor of the provisions listed below. Where necessary to derive proper meaning in a subcontract situation from these clauses, “Contractor” means “Seller,” “contracting Officer” means “Buyer,” “Contract” means this Order and “Government” means “Seller or the Government.” However, the words “Government” and “contracting Officer” do not change: (1) When a right, act, authorization or obligation can be granted or performed only by the U.S. government or the prime contract contracting Officer or his or her duly authorized representative, (2) when title to property is to be transferred directly to the U.S. government, and (3) in FAR 52.215-1, 52.227-1, and 52.246-23. The clauses in FAR and NFS clauses referenced in Table 1 below, in effect on the date of this Order, are incorporated herein and made a part of this Order. To the extent that an earlier version of any such clause is included in the prime contract or subcontract under which this Order is made, the date of the clause as it appears in such prime contract or subcontract shall be controlling and said version shall be incorporated herein.

TABLE 1

Section	Title of Clause	Applicability
52.203-6	Restrictions on Subcontractor Sales to the Government.	If the value of this Order exceeds the simplified acquisition threshold.
52.203-7	Anti-Kickback Procedures.	If the value of this Order exceeds the Simplified Acquisition Threshold.
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	If the value of this Order exceeds the Simplified Acquisition Threshold.
52.203-13	Contractor Code of Business Ethics and Conduct.	If the value of this Order value exceeds \$6 million and has a performance period of more than 120 days.
52.203-14	Display of Hotline Poster(S).	If the value of this Order value exceeds \$6 million.
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	All orders and work under this Order.
52.204-9	Personal Identity Verification of Contractor Personnel.	All orders and work under this Order when the subcontractor’s employees are required to have routine physical access to a Federally controlled facility and/or routine access to a Federally controlled information system.
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts.	All orders and work under this Order regardless of dollar amount.
52.204-21	Basic Safeguarding of Covered Contractor Information Systems.	All orders and work under this Order were requiring that Federal. Agreement information resides in or transitions through the subcontractor’s information system.
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	All orders and work under this Order.
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	All orders and work under this Order.
52.209-6	Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	If the value of this Order exceeds \$35,000.

Section	Title of Clause	Applicability
52-215-2	Audit and Records	All tiers, in all subcontracts that exceed the Simplified Acquisition Threshold at the time of contract award.
52.222-21	Prohibition of Segregated Facilities.	All orders and work under this Order.
52.222-26	Equal Opportunity.	If the value of this Order exceeds the micro-purchase threshold.
52.222-40	Notification of Employee Rights Under the National Labor Relations Act.	If the value of this Order exceeds the Simplified Acquisition Threshold and will be performed wholly or partially in the United States.
52.222-50	Combating Trafficking in Persons.	If any order under this Order is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and has an estimated value that exceeds \$500,000.
52.224-1	Privacy Act Notification.	All orders and work under this Order.
52.224-2	Privacy Act.	All orders and all work under this Order that require design, development, or system operation of a covered system of records.
52.224-3	Privacy Training.	All orders and all work under this Order with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.
52.225-1	Buy American-Supplies	All orders and work under this Order.
52.225-13	Restrictions on Certain Foreign Purchases.	All orders and work under this Order.
52.227-1	Authorization and Consent.	If the value of this Order exceeds the simplified acquisition threshold.
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	If the value of this Order exceeds the simplified acquisition threshold.
52.227-11	Patent Rights-Ownership by the Contractor.	All orders and work under this Order for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.
52.228-5	Insurance-Work on A Government Installation.	All orders and work under this Order that require work on a U.S government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the Order.
52.244-6	Subcontracts for Commercial Items.	All orders and work under this Order.
52.245-1	Government Property.	All orders and work under this Order.
52.246-11	High Level Contact Quality Requirement.	All orders or work under this Order for critical and complex parts or when the technical requirements of a subcontract require the specific tasks called out in the clause.
52.246-26	Reporting Nonconforming Items.	All orders and work under this Order.
52.247-63	Preference for US Flag Air Carriers	All orders and work under this Order that may involve international air transportation.
52.248-1	Value Engineering.	If the value of this Order exceeds the simplified acquisition threshold.

Purchasing Terms and Conditions

Federal Contracting Standards Addendum



Section	Title of Clause	Applicability
1852.203-71	Requirement to Inform Employees of Whistleblower Rights.	All orders and work under this Order.
1852.204-76	Security Requirements for Unclassified Information Technology Resources.	Orders involving processing, managing, accessing, or storing U.S. Government Electronic Information.
1852.223-74	Drug- and alcohol-free workforce.	All work under this Order in which work is performed by a person in a sensitive position
1852.225-70	Export Licenses	All orders and work under this Order.
1852.225-71	Restrictions On Funding Activities with China.	All work under this Order except that for commercial or non-developmental items per deviation 12-01A.
1852.228-76	Cross-Waiver of Liability for International Space Station Activities.	All orders and work under this Order for Contract 80JSC020D0017. Compliance required with the deviated clause provided in the attached document, requiring signature by Contractor.
1852.237-72	Access to Sensitive Information.	All orders and work under this Order where sensitive information is accessed.
1852.237-73	Release of Sensitive Information.	All orders and work under this Order where sensitive information is furnished.
1852.245-74	Identification and marking of Government Equipment.	All orders and work under this Order that requires delivery of equipment.
1852.246-73	Human Space Flight Items	All orders and work under this Order regardless of dollar amount.
1852.246-74	Contractor Counterfeit Electronics Part Detection and Avoidance.	All orders or work under this Order for electronic parts; end items, components, parts, or assemblies containing electronic parts; or services where the covered contractor will supply electronic parts, or components, parts or assemblies containing electronic parts, including parts for commercial items that are for electronic parts or assemblies containing electronic parts, unless the subcontractor is the original manufacturer.

Exhibit B

(Specific to contract 80JSC020D0017)

CROSS-WAIVER. In the event the Parties are involved in Protected Space Operations, as defined in 48 CFR § 1852.228-76, each Party agrees to a waiver of liability pursuant to which it waives all claims for damage (including bodily injury to, or other impairment of health of, or death of any person; damage to, loss of, or loss of use of any property; loss of revenue or profits; or other direct, indirect, or consequential damage), whatever the legal basis for such claims, against the entities and persons listed in 48 CFR § 1852.228-76. Each Party shall extend this cross-waiver to its subcontractors at any tier and require that they waive all claims against such persons and entities listed in 48 CFR § 1852.228-76.

NFS 1852.228-76

Cross-Waiver of Liability for International Space Station Activities

(A) The National Aeronautics and Space Administration (NASA) has deviated the provisions of 48 CFR § 1852.228-76, the Cross-Waiver of Liability for Space Station Activities and of Article 16 of the “Agreement Between the United States of America and Other Governments Concerning Cooperation on the Civil International Space Station” (“Intergovernmental Agreement” or “IGA”). The definitions and requirements of this Exhibit C. The objective of this clause is to establish a cross-waiver of liability in the interest of encouraging participation in the exploration, exploitation, and use of outer space through the International Space Station (“ISS”). The Parties intend that the cross-waiver of liability be broadly construed to achieve this objective.

(B) As used in this clause, the term:

- a. “Agreement” refers to any NASA Space Act agreement or contract that contains the cross-waiver of liability provision authorized by 14 CFR Part 1266.102.
- b. “Damage” means:
 - i. Bodily injury to, or other impairment of health of or death of, any person;
 - ii. Damage to, loss of, or loss of use of any property;
 - iii. Loss of revenue or profits; or
 - iv. Other direct, indirect, or consequential Damage.
- c. “Launch” means the intentional ignition of the first-stage motor of the Launch Vehicle intended to place or try to place a Launch Vehicle (which may or may not include any Transfer Vehicle, Payload, or crew) from Earth:
 - i. In a suborbital trajectory;
 - ii. In Earth orbit in outer space; or
 - iii. Otherwise in outer space,
 - iv. Including activities involved in the preparation of a Launch Vehicle, Transfer Vehicle, or Payload for Launch.
- d. “Launch Services” means:
 - i. Activities involved in the preparation of a Launch Vehicle, Transfer Vehicle, Payload, or crew (including crew training), if any, for Launch; and
 - ii. The conduct of a Launch.
- e. “Launch Vehicle” means an object, or any part thereof, intended for Launch, launched from Earth, or returning to Earth which carries Payloads or persons, or both.
- f. “Partner State” includes each Contracting Party for which the Agreement Among the Government of Canada, Governments of Member States of the European Space Agency, the Government of Japan, The Government of the Russian Federation, and the Government of the United States of America concerning Cooperation on the Civil International Space Station has entered into force, pursuant to Article 25 of the IGA or pursuant to any successor Agreement.

A Partner State includes its Cooperating Agency. It also includes any entity specified in the Memorandum of Understanding (MOU) between NASA and the Government of Japan's Cooperating Agency in the implementation of that MOU.

- g. “Party” means a party to an Agreement involving activities in connection with the ISS, including the Parties to this Order.
- h. “Payload” means all property to be flown or used on or in a Launch Vehicle or the ISS.
- i. “Protected Space Operations” means all Launch or Transfer Vehicle activities, ISS activities, and Payload activities on Earth, in outer space, or in transit between Earth and outer space performed in implementation of the IGA, MOUs concluded pursuant to the IGA, implementing arrangements, contracts to perform work in support of NASA's obligations under these Agreements, including this Order. It includes, but is not limited to:
 - i. Research, design, development, test, manufacture, assembly, integration, operation, or use of Launch or Transfer Vehicles, the ISS, Payloads, or instruments, as well as related support equipment, facilities, and

- ii. services; and
- ii. All activities related to ground support, test, training, simulation, or guidance and control equipment and related facilities or services.
- iii. “Protected Space Operations” also includes all activities related to evolution of the ISS, as provided for in Article 14 of the IGA. “Protected Space Operations” excludes activities on Earth which are conducted on return from the ISS to develop further a Payload's product or process for use other than for ISS-related activities in implementation of the IGA.
- j. “Reentry” means to return or attempt to return, purposefully, a Transfer Vehicle, Payload, or crew from the ISS, Earth orbit, or outer space to Earth.
- k. “Reentry Services” means:
 - i. Activities involved in the preparation of a Transfer Vehicle, Payload, or crew (including crew training), if any, for Reentry; and
 - ii. The conduct of a Reentry.
- l. “Related Entity” means:
 - i. A contractor or subcontractor of a Party or a Partner State at any tier;
 - ii. A user or customer of a Party or a Partner State at any tier; or
 - iii. A contractor or subcontractor of a user or customer of a Party or a Partner State at any tier. The terms “contractor” and “subcontractor” include suppliers of any kind. For avoidance of doubt, private astronauts are considered a “Related Entity.”
 - iv. The term “Related Entity” may also apply to a State, or an agency or institution of a State, having the same relationship to a Partner State as described in paragraphs.

(b)(12) (i) through (b) (12) (iii) of this Section or otherwise engaged in the implementation of “Protected Space Operations” as defined in paragraph (b)(9) above.

m. “Transfer Vehicle” means any vehicle that operates in space and transfers Payloads or persons or both between two different space objects, between two different locations on the same space object, or between a space object and the surface of a celestial body. A Transfer Vehicle also includes a vehicle that departs from and returns to the same location on a space object.

(C) Cross-waiver of Liability:

- a. Each Party agrees to a cross-waiver of liability pursuant to which it waives all claims against any of the entities or persons listed in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause based on Damage arising out of Protected Space Operations. This cross-waiver shall apply only if the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations. The cross-waiver shall apply to any claims for Damage, whatever the legal basis for such claims, against:
- i. A Party as defined in (b)(7) of this clause;
 - ii. A Partner State, including the United States of America;
 - iii. A Related Entity of any entity identified in paragraph (c)(1)(i) or (c)(1)(ii) of this clause; or
 - iv. The employees of any of the entities identified in paragraphs (c) (1) (i) through (c) (1) (iii) of this clause.
- b. In addition, each Party shall, by contract or otherwise, extend the cross-waiver of liability set forth in paragraph (c)(1) of this clause, to its Related Entities by requiring them, by contract or otherwise, to:
- i. Waive all claims against the entities or persons identified in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause; and
 - ii. Require that their Related Entities waive all claims against the entities or persons identified in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause.

(D) For avoidance of doubt, this cross-waiver of liability includes a cross-waiver of claims arising from the Convention on International Liability for Damage Caused by Space Objects, which entered into force on September 1, 1972, where the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations.

- a. Notwithstanding the other provisions of this clause, this cross-waiver of liability shall not be applicable to:
- i. Claims between each Party and its own Related Entities or between its Related Entities, unless each Party and the Related Entities have agreed to waive such claims;
 - ii. Claims made by a natural person, (except when a subrogate is a party to an Agreement or is otherwise bound by the terms of this cross-waiver) for bodily injury to, or other impairment of health of, or death of, such person;
 - iii. Claims for Damage caused by willful misconduct;
 - iv. Intellectual property claims;
- b. Claims for Damage resulting from a failure of a Party to extend the cross-waiver of liability to its subcontractors or Related Entities, pursuant to paragraph (c)(2) of this clause:
- i. Claims by a Party arising out of or relating to another Party’s failure to perform its obligations under this Order.
 - ii. Nothing in this clause shall be construed to create the basis for a claim or suit where none would otherwise exist.
 - iii. If Buyer or the U.S. Government incurs liability as a result of Seller’s failure to properly flow down the ISS cross-waivers as required, Seller shall indemnify and hold Buyer and the U.S. Government harmless against such liability, for all damages Buyer and the U.S. Government may incur as a result thereof, including costs and expenses of defending against any suit or claim. The rights and obligations of the Parties under this section shall survive this Order’s termination, expiration, or completion.