

FIRST AMENDMENT
to
BASIC ORDERING AGREEMENT
No. BOA-ICPT-LANLWS319849500

This First Amendment to Basic Ordering Agreement ("First Amendment") is dated 12 February 2025 ("Effective Date") between Privoro Government Solutions ("Seller") with corporate offices located at 3100 W Ray Road, Suite 201, Chandler, AZ 85226 and Triad National Security, LLC, Operator of Los Alamos National Laboratory o/b/o ICPT for the Department of Energy ("Contractor"; and together with the Seller, collectively, the "Parties").

RECITALS

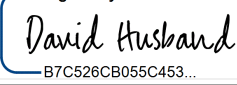
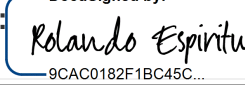
WHEREAS, Seller and Contractor previously entered into a Basic Ordering Agreement dated 1 April 2022 (collectively, the "Agreement") and wish to continue trading under the Agreement with certain modifications, which are set forth in this First Amendment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following modifications:

- 1. Term.** Per "Article 2 – Period of Performance" of the Agreement, the term of the Agreement is hereby extended for two (2) additional one (1) year periods ending on 31 March 2027
- 2. Scope of Work and Prices.** The Attachment A set forth in "Article 1 – Scope of Work" and Attachment B set forth in "Article 4 – Fixed Prices/Discount Schedule" of the agreement shall be replaced with the Attachment B dated December 30, 2024.
- 3. Contract BOA Administrator.** The Contractor BOA Administrator in "Article 5 – Administrative" shall be changed to:
Rolando T. Espiritu Jr.
Triad National Security, LLC
Los Alamos National Laboratory
P. O. Box 1663
Los Alamos, NM 87545
Telephone no.: (505) 850-8637
Email address: espiritu@lanl.gov
- 4. List of Attachments.** The list of attachments set forth in "Article 9 – List of Attachments, shall be modified as follows:
Attachment A is deleted
Attachment B – Products and/or Services and Pricing
Attachment C – General Terms and Conditions
Attachment D – RESERVED
- 5. Entire Agreement; No Other Amendments.** This First Amendment and the Agreement are, collectively, the complete agreement of the Parties and supersede all prior agreements, amendments, and representations of the Parties, whether oral or written. Except as set forth herein, the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, this First Amendment is effective as of the day and year of the Contractor's signature date.

ACKNOWLEDGED AND CONFIRMED.

| | |
|--|---|
| PRIVORO GOVERNMENT SOLUTIONS | TRIAD NATIONAL SECURITY, LLC AS OPERATOR OF LOS ALAMOS NATIONAL LABORATORY |
| BY: <div>Signed by:  B7C526CB055C453...</div> | BY: <div>DocuSigned by:  9CAC0182F1BC45C...</div> |
| NAME: David Husband | NAME: Rolando T. Espiritu Jr. |
| TITLE: CFO | TITLE: Procurement Specialist |
| DATE: 2/12/2025 | DATE: 02/12/2025 |

| Short Description | Long Description | List price | SKU |
|---|---|------------|------------------|
| Accessories | | | |
| USB-C to USB-C magnetic charging cable [3ft], USA | USB-C to USB-C magnetic charging cable [3 ft]. Documentation in English. Compatible with SafeCase ONX™. | 24.99 | A000-001-001 |
| USB-A – USB-C charging cable [6 ft], USA | USB-A – USB-C charging cable [6 ft]. Documentation in English. Compatible with SafeCase S22 CRBN X™ or Vault. | 29.99 | A000-002-001 |
| USB-C to USB-C charging cable [3ft], USA | USB-C to USB-C charging cable [3 ft]. Documentation in English. Compatible with SafeCase S23 CRBNX™ or S23 ONX™ or iP15 CRBN. | 24.99 | A000-003-001 |
| Charging Cable for SafeCase for iPhone SE, USA | Two-headed charging cable for SafeCase for SafeCase for iPhone SE. Documentation in English. | 19.99 | A001-003-001 |
| Screen Protector for SafeCase for iPhone SE, USA | Screen protector for SafeCase for iPhone SE. Documentation in English. | 24.99 | A001-004-001 |
| Two-headed charging cable. USB to Lightning & USB-C for SafeCase CRBN™ for iPhone 12. USA | Two-headed charging cable. Documentation in English. Compatible with SafeCase CRBN™ for iPhone 12. | 29.99 | A003-001-001 |
| Screen Protector for SafeCase for iPhone 12, USA | Screen Protector for SafeCase for iPhone 12. Documentation in English. | 29.99 | A003-002-001 |
| Refurbished Apple iPhone 12 | Refurbished Apple iPhone 12 for usage with SafeCase | 450.00 | M007-001-001 |
| Refurbished Samsung S22 | Refurbished Samsung S22 for usage with SafeCase | 699.00 | M008-001-001 |
| Refurbished Samsung S23 | Refurbished Samsung S23 for usage with SafeCase | 749.00 | M010-001-001 |
| Vault | | | |
| Vault (non-branded), 1-year license, USA | Non-Branded Vault with one-year license. Documentation in English. | 1999.00 | B002-SL1-00-000 |
| Vault, 1-year license, USA | Vault with one-year license. Documentation in English. | 1999.00 | B002-SL1-00-001 |
| Vault (non-branded), 2-year license, USA | Non-Branded Vault with two-year license. Documentation in English. | 2239.00 | B002-SL2-00-000 |
| Vault, 2-year license, USA | Vault with two-year license. Documentation in English. | 2239.00 | B002-SL2-00-001 |
| Vault (non-branded), 3-year license, USA | Non-Branded Vault with three-year license, documentation in English | 2464.00 | B002-SL3-00-000 |
| Vault, 3-year license, USA | Vault with three-year license. Documentation in English. | 2464.00 | B002-SL3-00-001 |
| SafeCase | | | |
| SafeCase for iPhone SE, 1-year Fulcrum software subscription, USA | SafeCase for iPhone SE with one-year Fulcrum software subscription. Documentation in English. | 969.00 | B006-AS1-00-001 |
| SafeCase CRBN™ for iPhone 12, 1-year Fulcrum software subscription. USA | SafeCase CRBN™ for iPhone 12 with one-year Fulcrum software subscription. Documentation in English. | 969.00 | B007-AS1-00-001 |
| SafeCase CRBN™ for iPhone 12, 3-year Fulcrum S/W subscription. USA | SafeCase CRBN™ for iPhone 12 with three-year Fulcrum software subscription. Documentation in English. | 1809.00 | B007-AS3-00-001 |
| SafeCase CRBN X™ for Galaxy S22, 1-year Fulcrum and HDM software subscriptions. USA | SafeCase CRBN X™ for Galaxy S22 with one-year Fulcrum and HDM software subscriptions. Documentation in English. | 1088.00 | B008-AS1-00-001 |
| SafeCase CRBN X™ for Galaxy S22, 2-year Fulcrum and HDM software subscriptions. USA USA | SafeCase CRBN X™ for Galaxy S22 with two-year Fulcrum and HDM software subscriptions. Documentation in English. | 1389.00 | B008-AS2-00-001 |
| SafeCase CRBN X™ for Galaxy S22, 3-year Fulcrum and HDM S/W subscriptions. USA | SafeCase CRBN X™ for Galaxy S22 with three-year Fulcrum and HDM software subscriptions. Documentation in English. | 2126.00 | B008-AS3-00-001 |
| SafeCase CRBN X™ for Galaxy S23, 1-year Fulcrum and HDM software subscriptions. USA | SafeCase CRBN X™ for Galaxy S23 with one-year Fulcrum and HDM software subscriptions. Documentation in English.s. Documentation in English. | 1088.00 | B010-CX1-00-001 |
| DO NOT USE: SafeCase ONX™ for Galaxy S23, 1-year Fulcrum and HDM software subscriptions. USA | DO NOT USE: SafeCase ONX™ for Galaxy S23 with one-year Fulcrum and HDM software subscriptions. Documentation in English. | 929.00 | B010-0X1-00-001 |
| DO NOT USE: SafeCase ONX™ for Galaxy S23, 2-year Fulcrum and HDM software subscriptions. USA | DO NOT USE: SafeCase ONX™ for Galaxy S23 with two-year Fulcrum and HDM software subscriptions. Documentation in English. | 829.00 | B010-0X2-00-001 |
| DO NOT USE: SafeCase ONX™ for Galaxy S23, 3-year Fulcrum and HDM software subscriptions. USA | DO NOT USE: SafeCase ONX™ for Galaxy S23 with three-year Fulcrum and HDM software subscriptions. Documentation in English. | 729.00 | B010-0X3-00-001 |
| Privoro Secure Mobility Service | | | |
| PSMS which includes: SafeCase CRBN X™ for Galaxy S23, Fulcrum, HDM and Premium Service. (1-year). USA | Privoro Secure Mobility Service which includes: SafeCase CRBNX for Galaxy S23, Fulcrum, HDM and Premium Service. One-year subscription. Documentation in English. | 1218.00 | SM010-CX1-00-001 |
| PSMS which includes: SafeCase CRBN X™ for Galaxy S23, Fulcrum, HDM and Premium Service. (2-year). USA | Privoro Secure Mobility Service which includes: SafeCase CRBNX for Galaxy S23, Fulcrum, HDM and Premium Service. Two-year subscription. Documentation in English. | 2056.00 | SM010-CX2-00-001 |
| PSMS which includes: SafeCase CRBN X™ for Galaxy S23, Fulcrum, HDM and Premium Service. (3-year). USA | Privoro Secure Mobility Service which includes: SafeCase CRBNX for Galaxy S23, Fulcrum, HDM and Premium Service. Three-year subscription. Documentation in English. | 2367.00 | SM010-CX3-00-001 |
| PSMS which includes: SafeCase ONX™ for Galaxy S23, Fulcrum, HDM and Premium Service. (1-year). USA | Privoro Secure Mobility Service which includes: SafeCase ONX for Galaxy S23, Fulcrum, HDM and Premium Service. One-year subscription. Documentation in English. | 929.00 | SM010-0X1-00-001 |
| PSMS which includes: SafeCase ONX™ for Galaxy S23, Fulcrum, HDM and Premium Service. (2-year). USA | Privoro Secure Mobility Service which includes: SafeCase ONX for Galaxy S23, Fulcrum, HDM and Premium Service. Two-year subscription. Documentation in English. | 1658.00 | SM010-0X2-00-001 |
| PSMS which includes: SafeCase ONX™ for Galaxy S23, Fulcrum, HDM and Premium Service. (3-year). USA | Privoro Secure Mobility Service which includes: SafeCase ONX for Galaxy S23, Fulcrum, HDM and Premium Service. Three-year subscription. Documentation in English. | 2187.00 | SM010-0X3-00-001 |
| PSMS - includes: SafeCase CRBN™ for iPhone 15, Fulcrum and Premium Support. (1-year). USA | Privoro Premium Service which includes: SafeCase CRBN for iPhone 15, Fulcrum and Premium Support. One-year subscription. Documentation in English. | 1099.00 | SM011-CN1-00-001 |
| PSMS - includes: SafeCase CRBN™ for iPhone 15, Fulcrum and Premium Support. (2-year). USA | Privoro Premium Service which includes: SafeCase CRBN for iPhone 15, Fulcrum and Premium Support. Two-year subscription. Documentation in English. | 1838.00 | SM011-CN2-00-001 |
| PSMS - includes: SafeCase CRBN™ for iPhone 15, Fulcrum and Premium Support. (3-year). USA | Privoro Premium Service which includes: SafeCase CRBN for iPhone 15, Fulcrum and Premium Support. Three-year subscription. Documentation in English. | 2367.00 | SM011-CN3-00-001 |
| Consulting | | | |
| RAVN ecosystem monitoring dashboard: software and implementation | RAVN ecosystem monitoring dashboard: software and implementation | 30000.00 | C001-001-001 |
| Privoro Consulting Services | Privoro Consulting Services | 1000.00 | C002-001-001 |
| Secure Mobility Enablement – Initial Adoption | Privoro Consulting Services - Secure Mobility Enablement | 60000.00 | C003-001-001 |
| Renewal | | | |
| 1-year license renewal for Vault, USA | One-year license renewal for Vault. Documentation in English. | 300.00 | R002-SL1-001 |
| 1-year Fulcrum software subscription renewal for SafeCase for iPhone SE, USA | One-year Fulcrum software subscription renewal. For existing, active customers only. Must have SafeCase for iPhone SE. Documentation in English. | 420.00 | R006-AS1-001 |
| 1-year Fulcrum software subscription renewal for SafeCase CRBN™ for iPhone 12. USA | One-year Fulcrum software subscription renewal. For existing, active customers only. Must have SafeCase CRBN™ for iPhone 12. Documentation in English. | 420.00 | R007-AS1-001 |
| 1-year Fulcrum software subscription renewal for SafeCase CRBN X™ for Galaxy S22. USA | One-year Fulcrum software subscription renewal. For existing, active customers only. Must have SafeCase CRBN X™ for Galaxy S22. Documentation in English. | 420.00 | R008-AS1-001 |
| 1-year HDM subscription renewal for SafeCase CRBN X™ for Galaxy S22. USA | One-year HDM subscription renewal. For existing, active customers only. Must have SafeCase CRBN X™ for Galaxy S22. Documentation in English. | 119.00 | R008-HM1-001 |
| 1-year Fulcrum software subscription renewal for SafeCase CRBN X™ or ONX™ for Galaxy S23. USA | One-year Fulcrum software subscription renewal. For existing, active customers only. Must have SafeCase CRBN X™ or ONX™ for Galaxy S23. Documentation in English. | 420.00 | R010-AS1-001 |
| 1-year HDM subscription renewal for SafeCase CRBN X™ or ONX™ for Galaxy S23. USA | One-year HDM subscription renewal. For existing, active customers only. Must have SafeCase CRBN X™ or ONX™ for Galaxy S23. Documentation in English. | 119.00 | R010-HM1-001 |

BASIC ORDERING AGREEMENT BETWEEN

Privoro Government Solutions

AND

DOE Prime Contractors

BASIC ORDERING AGREEMENT Integrated Contractor Purchasing Team (ICPT) Agreement

LANLWS319849500

1 April 2022

PERIOD OF PERFORMANCE

1 April 2022 – 31 March 2025

This Basic Ordering Agreement (BOA) between Privoro (Vendor, hereinafter "Seller") and Triad National Security, LLC. is entered into to provide products and services to Department Of Energy (DOE) Contractors and authorized Subcontractors in accordance with the following:

1. This BOA includes products and/or services listed in Attachment A.
2. This BOA is for DOE Prime Contractors (hereinafter collectively referred to as "Contractor").
3. This BOA may also be used by DOE Subcontractors with written authorization of the ICPT Chair.
4. The pricing is in accordance with Attachment B.
5. General Terms and Conditions (04/2016) are included in Attachment C, and made a part herein.

The parties agree that Contractors may place orders under this BOA and receive the appropriate discounted price. Each DOE Contractor shall place its own Orders under this BOA and shall be direct-billed accordingly.

ARTICLE 1 – SCOPE OF WORK

The Seller agrees to provide products and/or services as described in Attachment A that Contractor may order during the Period Of Performance (POP) of this BOA.

ARTICLE 2 – PERIOD OF PERFORMANCE (POP)

The Period Of Performance of this BOA, unless sooner reduced, terminated or extended in accordance with the terms and conditions of this BOA, shall commence on 1 April 2022 and end on 31 March 2025.

Option to Extend Term of BOA: Contractor may extend the term of this BOA by giving written notice to Seller by the date specified as the expiration date of this BOA. The exercise of an option to extend the term of this BOA shall be accomplished by a unilateral written modification issued by Contractor.

The term of this BOA may be extended pursuant to this clause for up to 2 years beyond the initial term. Such extension may be made from time to time or in one modification.

ARTICLE 3 – DELIVERY / PAYMENT

The work specified in Article 1 shall be completed and delivered as follows:

- F.O.B. Point (point of delivery): Destination.
- Payment Terms: NET30 from receipt of an accurate invoice.
- Delivery location and schedule shall be negotiated for each order under this BOA.

ARTICLE 4 – FIXED PRICES / DISCOUNT SCHEDULE

The Contractor shall be entitled to purchase goods and/or services listed in Attachment A at the fixed prices and/or discount schedule identified in Attachment B. The prices and/or discounts identified in Attachment B are firm for the effective POP of this BOA, unless otherwise agreed by the Parties.

ARTICLE 5 – ADMINISTRATIVE

Contractor BOA Administrator's Address is as follows:

Maureen T. Armijo, Acquisition Operations Manager 4
Triad National Security, LLC
Los Alamos National Laboratory
P. O. Box 1663
Los Alamos, NM 87545
Telephone no.: (505-412-7765
Email address: m_armijo@lanl.gov

Seller BOA Administrator's Address is as follows:

Blake Kotiza
3100 W Ray Road, Suite 201
Chandler, AZ 85226
blake.kotiza@privoro.com
Phone: 314 221 0105

All Orders placed hereunder shall reference this BOA No. **LANLWS319849500**.

ARTICLE 6 – REPORTING REQUIREMENTS

The Seller shall submit a spend and savings report to the ICPT Chair for each quarter of the fiscal year. The report format and due date will be provided to the Seller near the end of each quarter. The Seller shall deliver the report by the due date requested. Savings shall be calculated as discounts from reaching quantity tiers (see Attachment B). The Seller shall attend Performance Review Meetings as requested by the ICPT or Contractor site.

ARTICLE 7 – SMALL BUSINESS RESELLER REQUIREMENTS

RESERVED

ARTICLE 8 – SITE SPECIFIC TERMS AND CONDITIONS

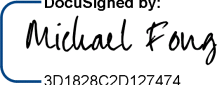
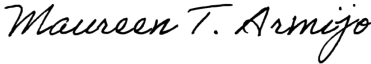
The Seller acknowledges that the Contractor may have requirements unique to its site, mission, and/or geographic location. Therefore, the Seller agrees that the Contractor placing an Order under this BOA reserves the right to incorporate its own Site-Specific Terms & Conditions relative to Environmental Safety and Health considerations as well as FAR, DEAR, or other applicable regulations and laws.

ARTICLE 9 – LIST OF ATTACHMENTS

Attachment A – Products and/or Services
Attachment B – Pricing
Attachment C – General Terms and Conditions
Attachment D – RESERVED

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year of Contractor's signature date.

ACKNOWLEDGED AND CONFIRMED.

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| PRIVORO GOVERNMENT SOLUTIONS | TRIAD NATIONAL SECURITY, LLC. |
| <div><div>DocuSigned by:</div><div></div><div>3D1828C2D127474...</div></div> <div>Mike Fong</div> | <div></div> <div>Maureen Armijo</div> |
| TITLE: CEO | TITLE: Acquisition Operations Manager 4 |
| DATE: 4/14/2022 | DATE: 4/1/2022 |

BASIC ORDERING AGREEMENT BETWEEN

Privoro Government Solutions

AND

DOE Prime Contractors

**BASIC ORDERING AGREEMENT
Integrated Contractor Purchasing Team (ICPT) Agreement**

LANLWS319849500

1 April 2022

GENERAL TERMS AND CONDITIONS

FOR COMMERCIAL ITEMS AND SERVICES

DOE CONTRACTORS (04/2016)

1. DEFINITIONS

The following terms shall have the meanings below:

- a. "Government" means the United States of America and includes the U.S. Department of Energy (DOE) or any duly authorized representative thereof.
- b. "Seller" means the person or organization that has entered into this Basic Ordering Agreement (BOA).
- c. "Company" means any DOE Contractor and authorized Subcontractor utilizing the BOA.
- d. "Item" means "commercial items or services" and "commercial component", as defined in FAR 52.202-1.
- e. "Order" means individual requests for Items or Services (hereinafter referred to as "Item") issued under this Basic Ordering Agreement (BOA).
- f. "Authorized Subcontractor" means a Subcontractor holding an active Subcontract issued by a DOE Contractor.
- g. "BOA Procurement Representative" means the person responsible for negotiating and administrating the BOA.
- h. "Order Procurement Representative" means the person responsible for negotiating and administration of the respective Order.
- i. "Site Specific Terms and Conditions" means those unique requirements of the Company issuing Orders under this BOA which will supplement these general Terms and Conditions.

2. ORDER OF PRECEDENCE

Any inconsistencies shall be resolved in accordance with the following descending order of precedence: (1) item description, (2) Site Specific Order, (3) Site Specific Terms and Conditions, (4) the BOA, and (5) the BOA general Terms and Conditions.

3. TITLE AND ADMINISTRATION

All property rights and interests resulting from this BOA and Orders shall pass directly from Seller to the Government. Company shall make payments under Orders from funds advanced by the Government and agreed to be advanced by DOE, and not from its' own assets. The Company may assign the BOA and Orders to DOE or its' designee, and in case of such transfer and notice thereof to Seller' the Company shall have no further responsibilities hereunder.

4. ACCEPTANCE OF TERMS AND CONDITIONS

Seller, by signing the BOA or Orders or delivering the items identified therein, agrees to comply with all the Terms and Conditions, all specifications and all other documents that this BOA or Order incorporates by reference or attachment. Company hereby objects to any Terms and Conditions contained in any acknowledgement of the BOA or Order that are different from or in addition to those mentioned in this document. Failure of Company to enforce any of the provisions of the BOA or Order shall not be construed as evidence to interpret the requirements of the BOA or Order, nor a waiver of any requirement, nor the right of Company to enforce each and every provision. All rights and obligations shall survive final acceptance of performance of the BOA or any Order there under.

5. WARRANTY

Seller expressly warrants that items delivered under the Orders shall be in accordance with Seller's affirmation, description, sample or model, and compliant with all requirements of the BOA and Order. The warranty shall begin upon Company acceptance and extend for a period of:

- (1) the manufacturer's warranty period or six months, whichever is longer' if Seller is not the manufacturer and has not modified the item or
- (2) one year or the manufacturer's warranty period, whichever is longer, if Seller is the manufacturer, of the item or has modified it.

If any nonconformity or latent defect with the item appears within the warranty period, Seller shall promptly repair or replace said items or re-perform services. Transportation of replacement items and return of nonconforming items and repeat performance of services shall be at Seller's expense. If repair or replacement or re-performance of services is not timely' Company may elect to return the nonconforming items or repair or replace said item or re-procure the services at Seller's expense.

6. ASSIGNMENT

Seller shall not assign rights or obligations to third parties without the prior written consent of

Company. However, Seller may assign rights to payment, meaning financial compensation to a financing institution if Company is furnished written notice and a signed copy of said assignment at the time of or before request for payment. Payments to an assignee shall be subject to set off or recoupment for any present or future claims of Company against Seller.

7. NEW MATERIALS

Unless otherwise specified in the BOA or Order, all items delivered shall consist of new materials. New is defined as previously unused which may include residual inventory or unused former Government surplus property. This does not include the use of recycled or recovered material as defined by the Environmental Protection Agency in 40 CFR 247.

8. TRANSPORTATION

Transportation shall be "FOB Destination" unless specified otherwise in the Order and no insurance cost shall be allowed unless authorized in writing on the specific Order. The bill of lading shall indicate that the transportation is for the Government and is subject to the standard Government bill of lading terms and any special rates or charges.

9. RISK OF LOSS

Where Company is liable to Seller for loss of conforming items occurring after the risk of loss has passed to Company, Company shall pay Seller the lesser of:

- (1) the agreed price of such items, or
- (2) Seller's cost of replacing such items. Such loss shall entitle Seller to an equitable extension in delivery schedule obligations.

10. PAYMENT

Unless otherwise provided, terms of payment shall be Net 30 days from the latter of:

- (1) receipt of Seller's proper invoice, if required, or
- (2) delivery (and acceptance, if required by the Order) of items/completion of work.

Any offered discount shall be taken if payment is made within the discount period that Seller indicates. Payments may be made either by check, purchase card or electronic funds transfer (EFT), at the option of Company. Payment shall be deemed made effective as of the date of mailing or the date on which an EFT is made. Notwithstanding anything to the contrary stated herein, the Company shall be entitled at any and all times to set off against any amounts payable by the Company hereunder any amount owing from Seller to the Company under Orders or any subcontracts with Seller.

11. DATA REPORTING REQUIREMENTS

- a. Seller shall report quarterly savings to the contractually named point of contact from the individual sites utilizing this BOA. Savings shall be calculated in one of the following two established methodologies (noted in the Order of Precedence clause):
 1. BOA pricing paid below Seller's pricing previous price paid (Historically Pricing or established GSA Pricing).
 2. BOA pricing paid below Seller's most preferred supplier pricing.

12. COMPLIANCE WITH LAWS

- a. Seller shall comply with all applicable Federal, State, and local laws and ordinances and all pertinent Orders, DOE Directives, rules, and regulations (including DOE regulations) and such compliance shall be a material requirement of this BOA and resulting Orders. Seller warrants that each chemical substance constituting or contained in items furnished under this BOA is on the list of substances published by the Administrator of the Environmental Protection Agency (EPA) pursuant to the Emergency Preparedness and Community Right-to-Know Act (EPCRA) and Toxic Substances Control Act (TSCA) as amended. With each delivery, Seller shall provide Company any applicable Material Safety Data Sheet (MSDS) as required by the Occupational Safety and Health Act (OSHA) and applicable regulations including, without exception, 29 CFR 1910.1200.
- b. Seller shall include this Article in all Subcontracts, at any tier, involving the performance of this BOA.

13. TERMINATION FOR CAUSE

- a. Only the Company issuing the BOA may terminate the BOA for cause, in whole or in part, if the Seller fails to comply with any of the terms of the BOA, or fails to provide adequate assurance of future performance. Only the Company issuing any Order may terminate the Order for cause, in whole or in part, if Seller fails to comply with any of the terms of the Order or fails to provide adequate assurance of future performance. In either event, the Company shall not be liable for any amount for items not accepted.
- b. If the BOA or any Order is terminated for cause, the Company may require Seller to deliver to the Company any supplies and materials, manufacturing materials, and manufacturing drawings that Seller has specifically produced or acquired for the terminated portion of the BOA or Order. The Company shall pay the mutually agreed-upon price for completed items delivered and accepted. The Company and Seller shall mutually agree on the amount of payment for all other deliverables.
- c. Seller shall not be liable to Company for delays in performance occasioned by causes beyond Sellers' reasonable control and without its fault or negligence.
- d. The rights and remedies of the Company in this clause are in addition to any other rights and remedies provided by law or under the BOA or resulting Order.

14. BANKRUPTCY

If Seller enters into any proceeding relating to bankruptcy, it shall give written notice via certified mail to the BOA Procurement Representative within five (5) days of initiation of the

proceedings. The notification shall include the date on which the proceeding was filed, the identity and location of the court and a listing of the BOA and Order numbers for which final payment has not been made.

15. TAXES

Tax collection and payment is specific to the Company issuing an order under this BOA; therefore, Seller should refer to the Site Specific Terms and Conditions for each order. In the event no Site Specific Terms & Conditions regarding taxes are contained in an order, the order prices shall include all Federal, State & local taxes and duties when applicable.

16. CHANGES

- a. The Company issuing the BOA reserves the right to make changes within the general scope of the BOA by issuance of a unilateral Change Order, or by a bilateral modification to the BOA. The Company issuing the Order reserves the right to make changes within the general scope of the Order by issuance of a unilateral Change Order or by a bilateral modification to the Order. Such changes may include, without limitation, changes in (1) the description of the item, (2) the quantities of items ordered, (3) the method of shipment or packaging, and (4) the time or place of delivery, inspection, or acceptance. The Seller shall promptly comply with any such change made by the Company. If any change affects the cost of or the time required for performance, an equitable adjustment to the price and/or delivery requirements and other affected provisions of the BOA or any Order shall be made by the parties in a bilateral modification. Any claim for adjustment by Seller must be made within thirty (30) days from the date of receipt of the change notice, although Company in its sole discretion may receive and act upon any claim for adjustment at any time before final payment.
- b. Only the BOA Procurement Representative is authorized on behalf of Company to issue changes whether formal or informal to the BOA. Only the Order Procurement Representative is authorized on behalf of Company to issue changes whether formal or informal to the respective Order. If Seller considers that any direction or instruction by Company personnel constitutes such a change Seller shall not rely upon such instruction or direction without written confirmation from the BOA Procurement Representative or the Order Procurement Representative, as the case may be.
- c. Nothing in this Article, including any disagreement with Company about the equitable adjustment, shall excuse Seller from proceeding with the agreement as changed by the BOA Procurement Representative or the Order Procurement Representative, as the case may be.

17. TERMINATION FOR CONVENIENCE

The Company issuing the BOA may, in its sole discretion, terminate the BOA, or may terminate the fabrication of all or any portion of the items not then completed, at any time, by giving the Seller a written notice of termination. The Company issuing the Order may, in its sole discretion, terminate the order, or may terminate the fabrication of all or any portion of the items not then completed, at any time, by giving the Seller written notice of termination. Upon receipt of a notice of termination, the Seller shall, unless the notice requires otherwise, discontinue all performance on the date and to the extent specified in the notice, and shall otherwise minimize

costs to the Company. Payment for items already completed or in the process of completion, shall be adjusted between the Seller and the Company in a fair and reasonable manner, but such payment shall exclude any allowance for the uncompleted portion of the items, or any anticipated profits thereon. Such payment for items already completed or in the process of completion shall be the total compensation due to the Seller for termination for convenience by the Company.

18. SUSPENSION

The Company issuing the BOA may, in its sole discretion, terminate the BOA, or may terminate the fabrication of all or any portion of the items not then completed, at any time, by giving the Seller a written notice of termination. The Company issuing the Order may, in its sole discretion, terminate the order, or may terminate the fabrication of all or any portion of the items not then completed, at any time, by giving the Seller written notice of termination. Upon receipt of a notice of termination, the Seller shall, unless the notice requires otherwise, discontinue all performance on the date and to the extent specified in the notice, and shall otherwise minimize costs to the Company. Payment for items already completed or in the process of completion, shall be adjusted between the Seller and the Company in a fair and reasonable manner, but such payment shall exclude any allowance for the uncompleted portion of the items, or any anticipated profits thereon. Such payment for items already completed or in the process of completion shall be the total compensation due to the Seller for termination for convenience by the Company.

19. INCORPORATION BY REFERENCE

The BOA incorporates certain clauses by reference. These clauses apply as if they were incorporated in their entirety. For Federal Acquisition Regulation (FAR) provisions incorporated by reference, "Contractor" means Seller and "Contracting Officer" means the Company BOA Procurement Representative. The FAR clauses may be obtained from the Company upon request.

The following clauses are incorporated by reference:

- FAR 52. 219-8 Utilization of Small Business Concerns (MAY 2004)
- FAR 52.222-26 Equal Opportunity (APR 2002), (The required poster is available at: <http://www.dol.gov/dol/esa/public/regs/compliance/posters/eeo.htm>)
- FAR 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, (DEC 2001), and
- FAR 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)
- FAR 52.227-3 Patent Indemnity (APR 1984)
- FAR 52.227-9 Refund of Royalties (APR 1984)
- FAR 52.222-21 Prohibition of Segregated Facilities (FEB 1999)