



8840 Stanford Blvd # 2100  
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## **OWL CYBER DEFENSE PURCHASE ORDER TERMS AND CONDITIONS**

Owl Cyber Defense Purchase Order Terms and Conditions (hereinafter "Order T&Cs" or "Agreement") is binding by and between Owl Cyber Defense Solutions, LLC, a Maryland limited liability company (referred to herein as "Owl Cyber Defense" or "Buyer") and the person or entity identified on a Purchase Order as the seller. These Order T&Cs are incorporated into and made a part of any Order between Buyer and Seller.

**REGARDLESS OF ANY TERMS AND CONDITIONS INCLUDED ON ANY QUOTE, SELLER PROVIDES THE PRODUCTS SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS ORDER T&CS. UPON THE ISSUANCE OF PURCHASE ORDER FOR PRODUCT OR SERVICES, SELLER (A) ACCEPTS THE TERMS AND CONDITIONS OF THESE ORDER T&CS AND AGREES THAT THEY ARE LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENTS AND WARRANTS THAT SELLER HAS THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THESE ORDER T&CS AND BE BOUND BY THE TERMS OF THESE ORDER T&CS.**

**UNLESS OTHERWISE AGREED TO IN WRITING, SELLER AGREES THAT NO TERMS OR CONDITIONS PUT FORWARD BY SELLER'S QUOTE OR OTHERWISE, SHALL BE BINDING ON BUYER. ACCEPTANCE OF ANY PURCHASE ORDER FOR PRODUCT OR SERVICES IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT AND, THE PURCHASE ORDER, AND ANY ADDITIONAL OR DIFFERENT TERMS ARE OBJECTED TO WITHOUT FURTHER NOTIFICATION BY BUYER AND SHALL NOT BE CONSIDERED AS PART OF THIS AGREEMENT.**

**NOTE THAT ANY OTHER TERMS ON A QUOTE WILL NOT BE ACCEPTED BY OWL, NOR WILL THE INCLUSION OF THOSE TERMS CONTROL THE ORDER UNLESS OWL HAS AGREED TO THOSE TERMS IN WRITING.**

### **1. GENERAL:**

(A). **DEFINITIONS.** For purposes of this Order T&CS, the following terms have the following meanings:

"Affiliates" means, with respect to a Party, any other entity which directly or indirectly controls, is controlled by, or is under common control with such Party. For this purpose, "control" means the possession, directly or indirectly (through one or more intermediaries), of the power to direct or cause the direction of management and policies of any entity through ownership of voting securities, contract, voting trust or otherwise.

"Seller" means the Person identified as the seller in the Order.

"Documentation" means user manuals, technical manuals, and other materials provided by Seller, in print, electronic or other form, which describe the installation, operation, use, maintenance, technical specifications and deinstallation of Goods or Software Products;

"Goods" means Seller Hardware, products, equipment, tooling, parts, supplies and other items supplied by Seller to Buyer as described in the Order but excluding, however, any Software Product that is subject to a license.

"Order" means the full contract between the Parties to include a Purchase Order and these Order T&Cs, including any documents incorporated herein by express reference.

"Party" or "Parties" refers to individually the Buyer or Seller, or collectively both of the Parties to this Order T&Cs as appropriate.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.



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“Seller Hardware” means the computer hardware, appliances and peripheral devices manufactured by or for Seller and supplied by Seller to Buyer under an Order, but expressly excluding any software integrated therein or associated therewith and any Third-Party Materials.

“Service(s)” means Seller’s time and effort, including any items, articles, Data, or similar materials provided to Buyer which are incidental to the performance of the Service.

“Software” means the software programs for which Buyer is purchasing a license or that is integrated into Seller Hardware.

“Software Product” means the Software, the Software media upon which the Software is provided, and the Documentation.

“Term” shall mean the term that is on an Order to include the duration of any software and/or maintenance support and/or warranty.

“Third Party Materials” means any hardware, equipment, components, accessories, software, content, data, or other materials, including related documentation, which are manufactured, produced, licensed, branded and/or provided by third parties and supplied by Seller to Buyer under an Order.

“Work” means all required labor, articles, materials, supplies, goods, and services constituting the subject matter of this Contract.

(B). *All Orders must be in writing and are accepted subject to this Order T&Cs. No terms or conditions put forward by Seller’s quote or otherwise, which are inconsistent with this Order T&Cs, shall be binding on Buyer unless expressly agreed in separate writing by Buyer (a signature on a quote as accepting the quote shall only represent Buyer’s acceptance of the price and not an acceptance of terms and conditions included with the quote).*

## 2. FORMATION OF CONTRACT AND MODIFICATIONS.

This Order is Buyer’s offer to Seller and acceptance by Seller is expressly limited to the terms of this Order T&Cs. Seller's acceptance of Buyer’s offer must be by written acknowledgement. Any different or additional terms of Seller are hereby objected to and rejected by Buyer. In the event that an Order is for Software Product, Buyer must review and agree to the terms and conditions of the software end user agreement, if applicable, and the end user license will be added to the Order.

## 3. ENTIRE AGREEMENT.

A Purchase Order and these Order T&Cs, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Order. Upon Seller's acceptance, the Order shall be the complete and exclusive statement of the terms of the resulting contract.

## 4. MODIFICATIONS.

The Order T&Cs shall not be modified by, or interpreted by reference to, any course of dealing and shall not be modified by any course of performance. No modification of the Order T&Cs shall be effective unless it is in writing and signed by the Party to be charged with the modification. **NOTE: Only Buyer’s Authorized Purchasing Representative has authority to modify an Order on behalf of Buyer.** All changes and modifications to this Order T&Cs shall be in accordance with the Changes Article of this Order T&Cs. **The written acceptance of a quote shall not be considered to be the acceptance of differing terms and conditions.**

## 5. DELIVERY.

All deliveries are to be made in quantities and at times specified in the Order. Delivery shall occur at the place and in the manner indicated on the face of this Order. If, at any time, Seller believes it may be unable to meet the delivery schedule, Seller shall immediately notify Buyer in writing of the anticipated delay and the reasons for it. In the event of such notification or of an actual failure by Seller to comply with the delivery or completion schedules, Buyer may, in addition to all the other remedies, require Seller, at Seller's expense, to ship Goods via air freight or expedited

routing to avoid or minimize delay or cancel the Order with no penalties or costs to Buyer. If Seller delivers the Goods late, then Buyer reserves the right to charge Seller damages that result from the late delivery, including, but not limited to, any costs Buyer incurs as a result of any late delivery to its customers.

6. INSPECTION, ACCEPTANCE AND REJECTION.

(A) All Goods to be delivered and Services to be performed hereunder shall be subject to Buyer's inspection, surveillance and test at all times and places, including the period and place of manufacture or performance.

(B) All Goods to be delivered shall be subject to final inspection, test and acceptance by Buyer at destination, notwithstanding any payment or inspection or source. Buyer shall accept or give notice of rejection of Goods delivered and Services performed within ninety (90) days after receipt of such Goods or completion of such Services. No inspection of Goods or Work by Buyer prior to acceptance shall release Seller of its responsibility for any nonconformity. Acceptance by Buyer shall not waive any rights that Buyer might otherwise have at law or by express reservation in this contract with respect to any nonconformity.

(C) Any tender of Goods or Services which is nonconforming shall be deemed to impair substantially the value of an Order as a whole to Buyer. In the event of a nonconforming tender, Buyer shall be entitled to all remedies as provided by law, and in addition thereto shall have the right to do any or all of the following: hold nonconforming Goods for a reasonable period pending a determination to accept or reject any or all thereof, return nonconforming Goods to Seller for replacement or correction as Buyer may elect, accept nonconforming Goods and Services subject to an equitable price reduction, replace or correct nonconforming Goods and Services and charge to Seller the cost occasioned to Buyer, require Seller to correct nonconforming Services at no increase in the price of an Order, recover by offset or otherwise any and all expenses, costs, price reductions and damages paid, incurred, or suffered by Buyer as a result of such holding, return, replacement, correction, reductions, or rejections of nonconforming Goods and Services, and/or terminate an Order as provided in Article 9 hereof. The rights and remedies of Buyer herein are cumulative and are in addition to any other rights or remedies that Buyer may have at law or in equity.

7. COUNTERFEIT PARTS.

(A) The following definitions apply to this clause:

"Counterfeit Work" means Work that is or contains unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used Work represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics. "Suspect Counterfeit Work" means Work for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the Work part is authentic.

(B) SELLER shall not deliver Counterfeit Work or Suspect Counterfeit Work to Buyer under this Order T&CS.

(C) SELLER shall only purchase products to be delivered or incorporated as Work to Buyer directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. SELLER may use another source only if:

(i) the foregoing sources are unavailable,

(ii) SELLER's inspection and other counterfeit risk mitigation processes will be employed to ensure the authenticity of the Work, and

(iii) SELLER obtains the advance written approval of Buyer.

(D) SELLER shall maintain counterfeit risk mitigation processes in accordance with industry recognized standards and with any other specific requirements identified in this Order T&CS.

(E) SELLER shall immediately notify Buyer with the pertinent facts if SELLER becomes aware that it has delivered Counterfeit Work or Suspect Counterfeit Work. When requested by Buyer, SELLER shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. SELLER, at its expense, shall provide reasonable cooperation to Buyer in conducting any investigation regarding the delivery of Counterfeit Work or Suspect Counterfeit Work under this Order T&CS.

(F) This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flow down, or other provision included in this Order T&CS addressing the authenticity of Work.

(G) In the event that Work delivered under this Order T&CS constitutes or includes Counterfeit Work, SELLER shall, at its expense, promptly replace such Counterfeit Work with genuine OCM/OEM Work conforming to the requirements of this Order T&CS. Notwithstanding any other provision in this Order T&CS, SELLER shall be liable

for all costs relating to the removal and replacement of Counterfeit Work, including without limitation Buyer's costs of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies Buyer may have at law, equity or under other provisions of this Order T&CS.

(H) SELLER shall include paragraphs (A) through (F) and this paragraph (H) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to Buyer

8. INVOICE AND PAYMENT.

(A) For each shipment of Goods or completed item of Services Seller shall submit an original invoice to the appropriate Buyer Accounts Payable Department. Taxes must be separately itemized. Order number and item number must appear on all shipping documents, invoices, quality certifications, and packing sheets.

(B) Determination of payment due date, whether under net or discount terms, will be based on the latest of the date Goods are received or Services are completed, the date Goods are scheduled to be shipped/ received or Services are scheduled for completion under the contract, unless Buyer authorizes early delivery in writing, or the date an accurate invoice is received.

(C) Delays in receiving, invoice errors or omissions, or lack of supporting documentation required by the contract, will be cause for withholding payment without losing discount privilege. Payment of invoice shall be subject to adjustment for errors, shortages, defects, or other failure of Seller to meet the requirements of the contract. Payment for Goods delivered under an Order shall not be acceptance of the Goods by Buyer. Payment will be deemed to have been made when deposited in the mail.

9. WARRANTY.

(A) Seller warrants that all Goods and Services furnished will conform to the requirements of an Order, to be fit for their intended purposes, and free from all defects in materials and workmanship.

(B) In addition to its other remedies, Buyer may, at Seller's expense, require prompt correction or replacement of any Goods and Services failing to meet Seller's warranties herein. Should Seller fail to provide prompt correction or replacement, Buyer may, upon notice to Seller, undertake either correction or replacement, as Buyer determines, and offset the costs of said work against monies owed Seller under this or any other contract with Seller.

10. CHANGES.

Buyer may, at any time, exclusively by a written order, and without notice to sureties, make changes within the general scope of the contract which affect the drawings, designs, or specification (if Buyer provided the specifications), method of shipment or packing, place of inspection, delivery or acceptance, delivery schedules, or any other matters affecting this contract. If any such change causes an increase or decrease in the cost of, or the time required for performance of an Order, an equitable adjustment shall be made to the price or delivery schedule or both; and the Order shall be modified in writing accordingly. Seller's claim for equitable adjustment shall be subject to full Buyer audit and shall detail Seller's costs. **BUYER SHALL NOT BE LIABLE FOR ANY OF SELLER'S INCREASED COSTS OF PERFORMANCE THAT RESULT FROM SELLER'S IMPLEMENTATION OF CHANGES OR MODIFICATIONS THAT BUYER'S AUTHORIZED PURCHASING REPRESENTATIVE DID NOT FIRST APPROVE IN WRITING.**

11. EXCUSABLE DELAY.

Fires, floods, strikes, lockouts, epidemics, accidents, industry-wide shortages, or other causes beyond the reasonable control of the Parties, which prevent either from performing its obligations hereunder shall suspend performance at no additional charge to the other Party until the cause is removed, subject, however, to Buyer's rights under Article 12.

12. TERMINATION FOR CONVENIENCE.

Buyer may terminate an Order for its convenience in whole or in part if Buyer's Authorized Purchasing Representative determines that a termination is in Buyer's best interest. Buyer's Authorized Purchasing Representative shall effect such termination by delivering to Seller a notice of termination specifying the extent of termination and the effective date. Buyer shall only be responsible for those costs incurred up to the date of the Termination.

13. TERMINATION FOR DEFAULT.

If either Party shall, at any time, commit any material breach of any covenant or warranty contained and shall fail to commence to remedy any such breach within thirty (30) days after written notice, or if such breach is not curable, the other Party may, at its option, terminate the contract by notice in writing. In the event of suspension of Seller's business, Seller's insolvency, Seller's failure to pay its creditors, or any assignment, reorganization or arrangement by Seller for the benefit of creditors, Buyer may, at its option, terminate the Order by notice in writing to such effect.

14. BUYER PROPERTY.

Seller shall keep all property furnished by Buyer and all property to which Buyer acquires title by virtue of an Order segregated and clearly marked and will maintain a complete inventory thereof. Buyer has the right, at its sole discretion, to file UCC financing statements for Buyer property in Seller's custody or control, and Seller agrees to cooperate with said filing. Seller assumes all risk of loss, destruction, or damage to such property while in Seller's custody or control. Upon termination or completion of an Order, Seller will return such property as directed by Buyer, in good condition subject to ordinary wear and tear and normal manufacturing losses.

15. NONDISCLOSURE.

Seller shall not, without the written consent of Buyer, either during or after the performance of the Work required hereunder, use, other than for such performance, or disclose to any person other than a duly authorized representative of Buyer, any information, data, material or exhibit created, developed, produced or otherwise obtained in the course of the work required hereunder, or any information contained in Buyer provided reports, drawings, documents, or other records bearing a restrictive legend.

16. INDEMNITY AND INSURANCE.

(A) Seller shall indemnify, defend and save harmless Buyer from any and all claims, losses, damages, expenses, suits or actions whatsoever brought by any person or persons for, or as the result of, any personal injury, including accidental and wrongful death, suffered by any employee of Seller, or any employee of any of Seller's subcontractors, agents or suppliers, while the said employee was in, or within the vicinity of, a Buyer facility or which may arise or result from Seller's operations or work performed at a Buyer facility.

(B) Seller agrees to indemnify and hold harmless Buyer against any expense, loss, or liability for any actual or alleged infringement of any patent, trademark or copyright arising from or related to the use, sale, manufacture or disposal of Goods provided hereunder, except to the extent they are manufactured in accordance with designs or drawings provided by Buyer hereunder.

(C) If the Order is over \$25,000, then the following shall apply:

(a) Seller shall maintain the following insurance in at least the minimum amounts stated herein. Seller shall also maintain, and Seller shall cause its lower tier sellers to maintain, such general liability, property damage, employers' liability, and worker's compensation insurance, professional errors and omissions insurance, motor vehicle liability (personal injury and property damage) insurance and aviation liability as are maintained in their normal and ordinary course of business or as required by law in the state where performance occurs. **Upon request by Buyer, Seller shall provide certificates of insurance evidencing limits of not less than the following:**

(i) Commercial General Liability: \$3,000,000 combined single limit per occurrence (including products/completed operations and contractual liability coverage).

(ii) Employer's Liability: Coverage for injuries to employees not covered by workers' compensation with limits of at least \$1,000,000 each accident, \$1,000,000 each employee by disease, and \$1,000,000 policy limit by disease.

(iii) Workers Compensation: Seller shall obtain and maintain Workers' Compensation Insurance (including Employer's Liability Insurance in amounts of no less than \$1,000,000 per occurrence, \$1,000,000 aggregate minimum) so as to provide statutory benefits as required by the laws of the state in which the work is performed. In states where Workers' Compensation insurance is a monopolistic state-run system (e.g., Ohio, Washington, North Dakota, and Wyoming), Seller shall add Stop Gap Employers Liability with limits not less than \$500,000 for each accident or disease. To the extent that any work to be performed is subject to the Jones Act, the Longshore and Harbor Workers' Compensation Act, or the Defense Base Act, the Workers' Compensation policy must be endorsed to cover such liability under such statute. In addition, the policy shall be endorsed to waive the insurer's rights of subrogation in favor of Buyer.

(iv) Automobile Liability: \$3,000,000 combined single limit per accident.

(v) All-Risk Property Insurance: Coverage to repair or replace property, including supplies covered by this Subcontract, of Buyer and/or Customer, which may be in the possession or control of Seller. Buyer shall be named as a Loss Payee with respect to loss or damage to said property and/or supplies furnished by Buyer. Further, Seller assumes the risk of loss or destruction of or damage to any of its property and its employees' property, whether owned, hired, rented, borrowed, or otherwise.

(b) The required insurance coverages above shall be primary and non-contributing with respect to any other insurance that may be maintained by Buyer and notwithstanding any provision contained herein, Seller, and its

employees, agents, representatives, consultants, lower-tier sellers/suppliers, are not insured by Buyer, and are not covered under any policy of insurance that Buyer has obtained or has in place.

(c) Any self-insured retentions, deductibles and exclusions in coverage in the policies required under this Article shall be assumed by, for the account of, and at the sole risk of Seller or the lower-tier seller, which provides the insurance and to the extent applicable shall be paid by Seller or such lower-tier seller. In no event shall the liability of Seller or any lower-tier seller be limited to the extent of any of insurance or the minimum limits required herein.

17. NOTICE OF DELAY.

Whenever Seller has knowledge that any actual or potential problem or other cause is delaying or threatens to delay the timely performance of an Order, Seller shall immediately give notice thereof to Buyer and shall notify Buyer of any material changes in the information required hereunder.

18. DISPUTES.

(A) An Order shall be governed by and construed in accordance with the internal laws of the State of Maryland without giving effect to any choice or conflict of laws provision or rule that would cause the application of the laws of any jurisdiction other than the State of Maryland. Any legal suit, action, or proceeding arising out of or relating to this Order T&CS or the transactions contemplated hereby shall be instituted exclusively in the United States District Court for the District of Maryland or in the state courts located in Howard County, Maryland, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding. THE PARTIES HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS DESCRIBED HEREIN. Notwithstanding the foregoing, either Party may bring an action for equitable relief in any court of competent jurisdiction. Seller expressly disclaims the applicability of, and waives any rights based upon, the Uniform Computer Information Transaction Act of any state or jurisdiction or the United Nations Convention on Order T&CSs for the International Sale of Goods.

(B) Notwithstanding the foregoing, if the dispute is under a U.S. Government contract, then the interpretation of any Government Flowdowns will be subject to the interpretation of the clause by the applicable Board of Contract Appeals or a Federal Court. Moreover, if the dispute is subject to a U.S. Government contracting officer's decision, then that decision will also apply to the Seller unless such decision is appealed in a timely manner.

(C) Pending the final resolution of any dispute involving an Order, Seller shall proceed with performance of the Order, including the delivery of Goods or provision of Services, in accordance with Buyer's instructions.

19. MISCELLANEOUS.

(A) Waiver and Severability: Any action or inaction by Buyer or the failure of Buyer, on any occasion, to enforce any right or provision of an Order shall not be constructed to be a waiver by Buyer of its rights and shall not prevent Buyer from enforcing such provision or right on any future occasion. A determination that any portion of an Order is unenforceable or invalid shall not affect the enforceability or validity of any of the remaining portions of an Order.

(B) Rights and Remedies: The rights and remedies of Buyer, herein, are cumulative and are in addition to any other rights or remedies that Buyer may have at law or in equity.

(C) Compliance with Statutes and Regulations: In the performance of an Order Seller shall comply with all applicable statutes and governmental rules, regulations, orders, local environmental or other ordinances or required certifications, and the U.S. export laws, such as the International Traffic in Arms and the Export Administration Regulations. Seller shall indemnify, save harmless and defend Buyer from and against all losses, costs, fees and damages arising, directly or indirectly, from any actual or alleged failure by Seller to comply with any applicable statute, rule, regulation or order.

(D) Assignment: Seller shall not assign, transfer, or subcontract this order or any right or obligation hereunder without Buyer's prior written consent. Any purported assignment, transfer or subcontract shall be void and Ineffective. This limitation shall not apply to Seller's ordinary purchases of standard commercial supplies of raw materials.

20. FLOWDOWN OF FEDERAL ACQUISITION REGULATION AND DEFENSE ACQUISITION REGULATION SUPPLEMENT CLAUSES.

(A) In the event that this is an Order for a U.S. Government contract (which will be so noted on the Purchase Order), and the Goods are Commercial Off the Shelf ("COTS"), then the following Federal Acquisition Regulations ("FAR") and Defense Federal Acquisition Regulations Supplement ("DFARS") shall apply.



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The FAR and DFARS clauses are incorporated by reference into these Order T&Cs, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, during the performance of an Order between Buyer and Seller unless made inapplicable by their respective notes, if any.

Where necessary to make the context of these clauses applicable to an Order, the term "Contractor" shall mean "Seller", the term "Contract" shall mean the "Order", and the terms "Government", "Contracting Officer", and equivalent phrases shall include "Buyer".

All referenced FAR and DFARS paragraph numbers refer to current paragraphs and revisions in effect as of the date of the Government prime contract referenced in this Purchase Contract, or are revised versions published by the U.S. Government. Copies of FAR and DFARS may be obtained on the internet at <https://www.acquisition.gov/>.

(i) FAR Clauses

- 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
- 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
- 52.222-21 Prohibition of Segregated Facilities.
- 52.222-26 Equal Opportunity.
- 52.222-35 Equal Opportunity for Veterans (over \$150,000).
- 52.222-36 Equal Opportunity for Workers with Disabilities (over \$15,000).
- 52.222-37 Employment Reports on Veterans (over \$150,000).
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (over \$10,000).
- 52.222-50 Combating Trafficking in Persons.

(ii) DFARS Clauses

- 252.203-7002 Requirement to Inform Employees of Whistleblower Rights.
- 252.204.7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (only if Seller will have access to CUI).
- 252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.
- 252.225-7007 Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies (applicable if the item is on the U.S. Munitions List or the 600 series of the Commerce Control List.
- 252.225-7008 Restriction on Acquisition of Specialty Metals (as modified in para. (e)).
- 252.225-7048 Export-Controlled Items.
- 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (over \$500,000).

(B) If the Order is a "rated order" as the term is defined in FAR 11.602, then the rating shall be noted on the Order and FAR 52.211-15 Defense Priority and Allocation Requirements will apply.

(C) In the event that this is an Order for a U.S. Government contract (which will be so noted on the Purchase Order) and the Goods or Services are other than COTS Goods, then a separate attachment will be included with the Purchase Order that will list the applicable FAR, DFARS or other Agency clauses. The title of the attachment will be "Attachment A, FAR and DFARS or Other Agency/Contract Flowdowns."

(D) Seller shall be required to provide a current version of Buyer's Representations and Certifications upon the submission of a quote, unless Seller has submitted the Representations and Certifications within the past twelve (12) months.



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21. CHANGES TO SELLER'S PRODUCTS OR PROCESSES.

In the event that Seller changes any products or processes to manufacture products delivered pursuant to an Order, Seller shall notify Buyer within fifteen (15) days of such change. In the event that Seller fails to make such notification and it is subsequently determined that such change caused Buyer to experience failures or to incur additional costs, then Seller shall be liable to Buyer for all additional costs. This limitation shall not apply to Seller's ordinary purchases of standard commercial supplies of raw materials actually retained by Buyer, less the amount of any diminution of value due to the change.

22. As an ethical company, Buyer has certain additional requirements of the Persons it purchases supplies and services from. While Buyer will not require Seller to adopt these requirements, Buyer does require Seller to abide by the principles embodied in these documents, provided here:

Exhibit 1 -- Owl's Code of Conduct for Suppliers,

Exhibit 2 -- Owl Cyber Defense's Global Anti-Corruption Policy,

Exhibit 3 -- Owl Cyber Defense's Anti-Trafficking Policy