

SEAKR Engineering, Inc.

GENERAL COMMERCIAL TERMS AND CONDITIONS

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DEFINITIONS: As used in herein, the following terms shall have the meaning set forth as follows. The terms "SEAKR" means SEAKR Engineering, Inc. as represented by an authorized representative; and "Order" means the contract, subcontract, or purchase order, if any, between SEAKR and SELLER, which incorporates these terms. The term "SELLER" means the addressee of this Order or inquiry. The term "Product" means the goods, material, data, parts, computer software, items, reports, components, articles, assemblies, any related services, or other items ordered by this Order. The term "Services" mean SELLER's time and effort, including any supplies, materials, articles, data, items, parts, components or assemblies incidental to the performance of the Services.

Part 1 - GENERAL PROVISIONS

1. Acceptance of Order

This Order is an offer to purchase Product or Services as described in the Purchase Order (PO). SEAKR recognizes that SELLER may desire to utilize its own form of acknowledgment of this Order. All material and non-material provisions in SELLER's form of acceptance which modify, conflict with, contradict, or are in addition to any provision in this Purchase are rejected by SEAKR and shall be deemed to be waived by SELLER, unless expressly agreed to in writing by SEAKR.

2. Assignment

SELLER shall not assign this Order or any rights under this Order without the prior written consent of SEAKR, and no purported assignment by SELLER shall be binding on SEAKR without written notice.

3. Changes

SEAKR may at any time, by a written notice, make changes in the specifications, designs or drawings, samples, or other description to which the articles are to conform, in methods of shipment and packaging, or in time and place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Order, a mutual agreeable adjustment shall be made if necessary, to the price and/or this delivery schedule. Any claim by SELLER for an adjustment must be made in writing within twenty (20) days of the receipt of any such notice. Nothing in this clause shall excuse the SELLER from proceeding without delay to perform this Order as changed.

4. Company and Employee Status

SELLER represents that any individual assigned to this Agreement is legally authorized to work in the United States. SEAKR may be required to obtain information concerning citizenship or immigrant status of SELLER's personnel or SELLER's subcontractor personnel entering the premises of SEAKR. SELLER agrees to furnish this information before commencement of work and at any time thereafter before substituting or adding new personnel to work on SEAKR's premises. Information submitted by SELLER shall be certified by an authorized representative of SELLER as being true and correct. Proper identification of personnel may include, but not be limited to verification of citizenship, lawful permanent resident status, protected individual or other status.

5. Compliance With Laws

SELLER shall comply with all applicable local, state, and federal laws, orders, rules, regulations, and ordinances.

SELLER shall procure all licenses/permits, and pay all fees, and other required charges, and shall comply with all applicable guidelines and directives of any local, state, and/or federal governmental authority.

SELLER shall provide to SEAKR with each delivery any Safety Data Sheet (or successor form) applicable to the Work in conformance with and containing such information as required by the Occupational Safety and Health Act of 1970 and regulations promulgated there under, or its State approved counterpart.

6. Conflict of Interest

SELLER warrants that no conflict of interest or potential conflict of interest exists between the Services and Product to be provided under this Order and SELLER's other activities. SELLER shall immediately advise SEAKR of any such conflict of interest or potential conflict of interest which arises during performance of this Order.

7. Order

This Order is the parties' final expression of their agreement and is the complete and exclusive statement of all terms and conditions of agreement. Any additional or different terms and conditions contained in any prior quotation or that may be contained in any acknowledgement of this Order shall be deemed objected to by SEAKR without further notice of objection and shall be of no effect nor under any circumstances be binding upon SEAKR. SELLER shall be deemed to have assented to all terms and conditions hereof if any of the product is shipped or services provided to SEAKR. The contract resulting from acceptance of the Order shall be construed according to the laws of the State of Colorado. SEAKR's total obligation under the Order is the amount specified upon the face of the Order. The Order number, manufacturer's part number, SEAKR part number (if available), and part description must appear on all communications regarding this order, include all shipping documentation, packages, and invoices delivered to SEAKR.

8. Counterfeit Parts

For the purposes of this provision, "Counterfeit Parts" means products that are or contain items misrepresented as having been designed and/or produced under an approved system or other acceptable method. SELLER hereby warrants that all hardware furnished is authentic. If suspect or Counterfeit Parts are furnished under this Order and are found in any of the product delivered hereunder, such items will be impounded by SEAKR. SELLER shall immediately notify SEAKR with the pertinent facts if SELLER becomes aware or suspects that it has furnished Counterfeit Parts. SELLER shall promptly replace such suspect or Counterfeit Parts with parts acceptable to SEAKR and SELLER shall be liable for all costs relating to the removal and replacement of said parts, including without limitation SEAKR's and its customer's external and internal costs of removing Counterfeit Parts, of reinserting replacement parts and of any testing necessitated by the reinstallation of SELLER's product after Counterfeit Parts have been exchanged. SELLER shall be fully liable for all such costs, even if such cost might be considered indirect, special or consequential damages. SELLER's liability for suspect or Counterfeit Parts shall not expire until five (5) years after delivery. At SEAKR's request, SELLER shall return any removed Counterfeit Parts to SEAKR in order that SEAKR may turn such parts over to its Government customer for further investigation.

9. Disputes

In the event that the parties cannot settle any claim or controversy arising out of this Order themselves, the parties agree to attempt in good faith to resolve such claim or controversy by mediation. Any dispute that is not settled by agreement of the parties or by such mediation within thirty (30) days may be settled by appropriate legal proceedings. Pending any decision, appeal or judgment in such proceeding or other settlement of any dispute arising under this Order, SELLER shall proceed diligently with the performance of this Order in accordance with the decision of SEAKR.

10. Excess Quantities

The deliverables shall not be supplied in reduced or excess quantities than specified in the Order. SELLER shall be liable for and prepay handling charges and return shipment costs for any excess quantities.

11. Export Control

(a) SELLER acknowledges and agrees that this Order may be subject to applicable U.S. Export Administration Laws and Regulations. SELLER further agrees to comply strictly with all U.S. export laws and regulations including but not limited to the requirements of the Arms Export Control Act, the International Traffic in Arms regulations (ITAR), Export Administration Act and the Export Administration Regulations (EAR) and assume sole responsibility for obtaining licenses to export or re-export as may be required.

(b) SELLER agrees to notify SEAKR if any deliverable under this Order is restricted by U.S. export control laws or regulations.

(c) SELLER shall immediately notify the SEAKR Procurement Representative if SELLER is listed in a Denied Parties List or if SELLER's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency.

(d) SELLER shall not give any Foreign Person access to Technical Data, software or Defense Articles.

(e) SELLER shall indemnify and hold harmless SEAKR for any and all liability or expense incurred by SEAKR as a result of SELLER's failure to comply with the export laws and regulations of the United States in the performance of this Order.

12. Force Majeure

Neither party shall be liable for damages for delay in delivery arising out of causes beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy, act of any Government authority, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, or unusually severe weather. If the delay is caused by the delay of a subcontractor of SELLER and if such delay arises out of causes beyond the reasonable control of both SELLER and the subcontractor, and without fault or negligence of either of them, SELLER shall not be liable to SEAKR for damages unless the articles or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the SELLER to meet the required delivery schedule. SELLER shall notify SEAKR in writing within ten (10) days after the beginning of any such cause.

13. Indemnities Against Patent and Copyright Infringement

SELLER will defend SEAKR against any suit arising out of any actual or alleged patent or copyright infringement of a valid patent or copyright, to the extent based on the Product as delivered by SELLER, and indemnify for any final judgment assessed against SEAKR resulting from such suit provided that SEAKR notifies SELLER at such time as it is apprised of the third-party claim, and agrees to give sole and complete authority, information and assistance (at SELLER's expense) for the defense and disposition of the claim. SELLER will not be responsible for any compromise or settlement made without SELLER's consent.

SELLER will have no obligation or liability with respect to: (a) Products provided pursuant to SEAKR's designs, drawings or manufacturing specifications; (b) Products used other than for their ordinary purpose; (c) claims of infringement resulting from combining any Product furnished hereunder with any article not furnished by SELLER; or (d) any modification of the Product other than a modification by SELLER. Further, SEAKR agrees to indemnify and defend SELLER to the same extent and subject to the same restrictions set forth in SELLER's obligations to SEAKR as set forth in this "Indemnities Against Patent and Copyright Infringement" section for any suit against SELLER based upon a claim of infringement resulting from (a), (b), (c), or (d) of the preceding paragraph.

If a claim is made or if SELLER believes that a claim is likely, SELLER may, at SEAKR's option, and at SELLER's expense, (i) procure for SEAKR the right to continue using the Product; (ii) replace or modify the Product so that it becomes non-infringing; or (iii) accept return of the Product or terminate SEAKR's license to use the infringing Product and grant SEAKR a full credit of the purchase price of such product(s). Any liability of SELLER under this "Indemnities Against Patent and Copyright Infringement" is subject to the provisions of the "Limitation of Liability" section of this Agreement.

14. Independent Contractor

(a) SELLER is an independent contractor in all its operations and activities identified in this Order. The employees used by the SELLER to perform the work and services under this Order shall be the SELLER's employees exclusively without any relation whatsoever to SEAKR.

(b) SELLER shall be liable for any and all costs and expenses the SELLER incurs in the performance of any of its obligations under this Order.

15. Inspection and Acceptance

Whether or not an inspection point is provided in the Order, all product and services shall be subject to inspection and testing by SEAKR or SEAKR's customer at all reasonable times, and places, including after arrival at destination and, when practicable, during manufacture. SELLER is responsible for providing appropriate test and inspection equipment in the event SEAKR requests an inspection audit. If any product or services are found to be defective in material or workmanship, or otherwise are not in conformity with this Order, SEAKR has the right to reject such product or services or require their correction. Verification by SEAKR or SEAKR's customer shall not absolve the supplier of the responsibility to provide acceptable product / services, nor shall it preclude subsequent rejection by SEAKR. SELLER shall bear all risks as to

rejected product /services after notice of rejection, and SELLER shall pay all shipping costs on rejected product.

16. Insurance for Work on SEAKR Premises

In the event that SELLER, its employees, or any subcontractor thereof perform work on SEAKR's premises for any reason in connection with this Order, SELLER and its subcontractors shall maintain for the performance of this Order workers compensation, commercial (CGL) and automobile liability (AL) (third party bodily injury and property damage liability) insurance with a minimum of \$1,000,000 per occurrence limit and such other insurance as SEAKR may require. SELLER shall provide SEAKR thirty (30) days advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of SELLER's required insurance, provided however such notice shall not relieve SELLER of its obligations to maintain the required insurance. SELLER shall name SEAKR as an additional insured to the CGL and AL policies for the duration of this Order. If requested, SELLER shall provide SEAKR with a "Certificate of Insurance" evidencing SELLER's compliance with these requirements. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of SEAKR and is not contributory with any insurance which SEAKR may carry.

17. Intellectual Property

Subparagraph (a) is NOT applicable for commercial off-the-shelf purchases unless such off-the-shelf Work is modified or redesigned pursuant to the Order.

(a) SELLER agrees that SEAKR shall be the owner of all inventions, technology, designs, works of authorship, mask works, technical information, computer software, business information and other information conceived, developed or otherwise generated in the performance of this Order by or on behalf of SELLER. SELLER hereby assigns and agrees to assign all right, title, and interest in the foregoing to SEAKR, including without limitation, all copyrights, patent rights and other intellectual property rights therein and further agrees to execute, at SEAKR's request and expense, all documentation necessary to perfect title therein to SEAKR.

(b) SELLER warrants that the products and work performed and delivered under this Order will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. SELLER agrees to defend, indemnify and hold harmless SEAKR and its customers from and against any claim, damages, losses, costs and expenses, including reasonable attorney's fees, arising out of any action by a third party that is based upon a claim that the work performed or delivered under this Order infringes or otherwise violates the intellectual property rights of any person or entity.

18. Language

SELLER agrees that the authorized language for any and all documentation that is to be exchanged between the parties in the performance of this Order shall be the English language.

19. Limitation of Liability

SEAKR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE ORDER.

20. Materials

The product to be delivered hereunder shall consist of new materials, not used, or reconditioned, remanufactured or of such age as to impair its useful life or safety. SELLER shall perform appropriate due diligence to identify the use of Conflict Minerals and report results upon request.

21. Order of Precedence

Any inconsistencies in this Order shall be resolved in accordance with the following descending order of precedence: (a) Face of the Purchase Order and applicable continuation sheets including any Special Provisions; (b) these General Terms and Conditions; and if applicable, (c) Statement of Work, and (d) Specifications (Source Control Drawing - SCD) and/or SEAKR drawing.

22. Packaging and Shipping

(a) Unless otherwise specified, all product is to be packed in accordance with SELLER's best commercial practice.

(b) A complete packing list shall be enclosed with all shipments, including the SEAKR purchase order number, item number, dates of shipment, and the names and addresses of consignor and consignee. If applicable, SELLER shall mark containers or packages with necessary lifting, loading and shipping information. Bills of lading shall include the PO number.

(c) Unless otherwise specified in the Order, delivery shall be FOB Destination.

23. Payments

SELLER's invoices shall be submitted electronically to: Accounts.Payable@SEAKR.com and shall include the Order number, manufacturer's part number, SEAKR part number (if available), and part description. (a) Unless otherwise provided, terms of payment shall be net thirty (30) days from the latest of the following: (1) SEAKR's receipt of the SELLER's proper invoice; (2) scheduled delivery date of the product or service; or (3) actual delivery of the product or service. (b) SEAKR shall have a right to recoup or setoff, as the case may be, against payments due or at issue under this Order or any other Order between the parties. (c) Payment shall be deemed to have been made as of the date of mailing SEAKR's payment. (d) SELLER's invoice submittal to SEAKR certifies that all materials, services, labor, and equipment used in the performance of the Order have been paid per the terms of the applicable purchase order/subcontract and are free of any liens as of the invoice date.

24. Price and Delivery

(a) Unless otherwise stated in this Order, prices specified include all federal, state, and local taxes. SELLER warrants that the price of all product or services set forth herein does not exceed that price which is charged by SELLER to any other commercial customer purchasing similar services or product of like quantity, quality and circumstance. Prices shall not include any taxes, burdens, or other charges for which SEAKR has furnished SEAKR's tax exemption information. (b) Time is of the essence. Deliveries are to be made according to the quantities, dates, and times specified in SEAKR's schedules. SEAKR may, from time to time, change or direct temporary suspension of delivery schedules. SELLER will notify SEAKR in advance of any actual or potential delay in meeting the delivery schedule. If, for any reason, SELLER does not

comply with SEAKR's delivery schedule, SEAKR, may, at its option and without liability, either approve a revised delivery schedule or cancel this Order. If SELLER's shipment is late, SELLER shall pay the cost difference between the specified shipping method and the actual expedited rate.

25. Priority Rating

If a priority rating is indicated on the face of this PO, by reference, the Order shall include FAR 52.211-15, Defense Priority and Allocation Requirements. SELLER will be required to follow all the provisions of the Defense Priorities and Allocations System regulation (15 CFR Part 700).

26. Product Changes

SEAKR has relied upon the product description and the process definition in issuing this Order to SELLER. SELLER may without notice, incorporate changes to the Products that do not alter form, fit, or function. SELLER shall notify SEAKR in the event of a form, fit or function change to the product ordered in this Order. Seller shall notify SEAKR in the event when changes in venue are forthcoming and/or impact product ordered including but not limited to changes in equipment used for production/fabrication, location of manufacture, key material sourcing changes, materials of manufacture, changes to product qualification status, and product related industry alerts or findings. This requirement also applies to changes imposed upon the SELLER by their respective sub-tier suppliers. To the extent that such a change modifies the product(s) in this Order, SEAKR shall have the right to approve such change.

27. Proprietary Information

(a) Information provided by SEAKR to SELLER remains the property of SEAKR. SELLER agrees to comply with the terms of any Non-Disclosure Agreement with SEAKR and to comply with all Proprietary Information marking and restrictive legends applied by SEAKR to any data provided hereunder to SELLER.

(b) SELLER agrees not to use any SEAKR provided information for any purpose except for the express performance of this Order. SELLER may disclose SEAKR provided information to its suppliers as required for the performance of the Order, provided that each supplier first assumes by written Proprietary Information / Non-disclosure agreement the same obligations imposed on the SELLER under this Order relating to such SEAKR provided information.

28. Publicity

Without SEAKR's written approval, SELLER shall not, and SELLER's subcontractors of any tier shall not, release any publicity, advertisement, news release or denial or confirmation of same, regarding this Order or program to which it pertains.

29. Quality Control System

(a) SELLER shall provide and maintain a quality control system to an industry-recognized Quality Standard and in compliance with any other specific quality requirements identified in this Order. (b) Records of all quality control inspection work by SELLER shall be kept complete and available to SEAKR and its customers. (c) SEAKR reserves the right to audit SELLER's quality control system. Once SELLER's system is approved by SEAKR, SELLER agrees to notify SEAKR in advance with regards to any changes in facility location, processes, or procedures that may affect the quality system.

30. Record Retention

SELLER shall retain all records to this Order for seven (7) years from the date of final payment received by SELLER unless an alternative period is specified in the Order. Records related to this Order include, but are not limited to, quotation, purchasing, financial, specifications, manufacturing/production, inspection, test, quality, shipping, and export/certification records. SELLER records related to this Order shall be available to SEAKR and its customers.

31. Responsibility for Claims / Indemnity

SELLER shall, at its own expense, defend, indemnify and hold harmless SEAKR from any claims or suits brought and liabilities and losses sustained by any third party for injury to persons or damage to property, arising in whole or in part out of the acts or omissions of SELLER, its subcontractors, agents, or employees in the performance of this Order. If SELLER fails to defend, hold harmless, and indemnify SEAKR as provided in this clause, then SELLER shall pay for any damages, attorney's fees, and any other fees, costs, and expenses that may be incurred by SEAKR in the defense of any action under this section and/or in the prosecution of any action to enforce the provisions of this clause.

32. Right of Access

SEAKR, its customer(s) and applicable regulatory authorities shall have the right to access all SELLER facilities involved in the Order and to all applicable records.

33. SEAKR Furnished Property

(a) SEAKR may provide to SELLER property owned by either SEAKR or its customer (Furnished Property). Furnished Property shall be used only for the performance of this Order. (b) Title to Furnished property shall remain in SEAKR or its customer. SELLER shall clearly mark (if not so marked) all Furnished Property to identify its ownership. (c) Except for reasonable wear and tear, SELLER shall be responsible for, and shall promptly notify SEAKR of any loss or damage. Without additional charge, SELLER shall manage, maintain, and preserve Furnished Property in accordance with good commercial practice. (d) At SEAKR's request, and/or upon completion of this Order, the SELLER shall submit, in an acceptable form, inventory lists of Furnished Property and shall deliver or make such other disposal as may be directed by SEAKR.

34. Seller's Employees

(a) All personnel assigned by SELLER to perform the Services to be furnished in the Order shall be capable, skilled, qualified and competent to perform such Services. (b) SEAKR may, at its sole discretion, have SELLER remove any specified employee of SELLER from SEAKR's premises and request such employee not be reassigned under this Order. (c) SELLER will promptly notify SEAKR and provide a report of any accidents or security incidents involving loss or misuse or damage to SEAKR's intellectual or physical assets. (d) SELLER and SELLER's personnel shall comply with all applicable local, state, and federal laws, orders, rules, regulations, and ordinances where the Order is performed. SELLER agrees to defend, hold harmless, and indemnify SEAKR from and against any noncompliance by SELLER with respect to laws, rules, regulations and orders as may be applicable. (e) SELLER shall ensure SELLER's personnel are aware of their contribution to product or service conformity;

their contribution to product safety; and the importance of ethical behavior.

35. Stop Work

(a) SEAKR may direct the SELLER in writing to Stop Work for up to ninety (90) days, or for such longer period of time as the parties may agree and SELLER shall take all reasonable steps to minimize the incurrence of costs allocable to the Work during the period of Work stoppage.

(b) Before the expiration of such period, SEAKR shall either terminate in accordance with the provisions of this Order or continue the Work by written notice to SELLER. In the event of a continuation, an equitable adjustment in accordance with the principles of the "Changes" clause may be made to the price, delivery schedule, or other provision(s) affected by the Work stoppage, if applicable, provided that any claim for equitable adjustment is made within twenty (20) days after the date of the continuation.

36. Subcontracting

SELLER shall not subcontract services or product without the prior written authorization of SEAKR. This is not a restriction on purchases from authorized distributors, dealers, jobbers, or industrial suppliers.

37. Sub-tier Suppliers

To the extent that SELLER utilizes sub-tier suppliers in the performance of this Order, the SELLER shall flowdown all applicable requirements in the Order, including, but not limited to the obligations in this Commercial Terms and Conditions.

38. Survivability

If this Order expires, is completed, or is terminated, SELLER shall not be relieved of those obligations contained in the following provisions: (1) Applicable Law; (2) Export Control; (3) Independent Contractor Relationship; (4) Proprietary Information; (5) Intellectual Property; (6) Publicity; and (7) Warranty.

39. Termination

SEAKR shall have the right to cancel this Order or any part thereof at any time: (a) Without Cause – In case of cancellation by SEAKR of all or any part of this Order without cause, SELLER shall be entitled to its cost already incurred in the performance of the work canceled, plus a reasonable profit on such costs, which together may not exceed the Order price of the work canceled. Any cancellation claim must be submitted to SEAKR within thirty (30) days after the effective date of cancellation. The provision of this subparagraph shall not limit or affect the right of SEAKR to cancel this Order for breach of contract and shall not apply to a breach of contract. (b) Breach of Contract - If SELLER fails to perform, or ignores written notification that SEAKR considers the SELLER to be in default, SEAKR may, within ten (10) days of providing that written notification, and in addition to any other right or remedy provided by this Order or by law, cancel all or part of the purchase order by written notice to SELLER without liability.

40. U.S. Government Contract

If this Order is issued under a government contract or subcontract, as indicated in the PO, all necessary General Provisions of the Federal Acquisition Regulation (FAR), including the FAR clauses listed in 'Part 2 -

CERTIFICATIONS AND REPRESENTATIONS’ and ‘Part 3 – FAR FLOWDOWN PROVISIONS’, will apply, as applicable.

41. Waiver & Severability

If either party fails to enforce any provision of this Order, that provision and all others shall continue in full force and effect. If any provision of this Order is found to be illegal or otherwise unenforceable by any court of other judicial or administrative body, the other provisions of this Order shall not be affected, and shall remain in full force and effect.

42. Warranty

SELLER hereby warrants that its Products shall be free from defects in material and workmanship for a period of twelve (12) months (unless a longer period is included in the SELLER’s proposal or standard terms) from the date of delivery. In the event any defects in material and/or workmanship are discovered, SEAKR shall promptly notify the SELLER in writing of such defects. The repair or replacement shall be at the discretion of SEAKR. All packaging and transportation (prepaid) cost to return the defective product and provide repaired or replacement products to SEAKR shall be the responsibility of the SELLER.

Part 2 – CERTIFICATIONS AND REPRESENTATIONS

This part contains certifications and representations that are material statements of fact by the SELLER upon which SEAKR will rely upon in making awards to the SELLER. By submitting its written offer, or providing oral offers/quotations at the request of SEAKR, or accepting any Order, the SELLER certifies the certifications and representations as set forth below in this clause. These certifications shall be applicable whenever these terms and conditions are represented in any Order, agreement or other contractual document, or any quotations, request for quotation (oral or written), request for proposal solicitation (oral or written) issued by SEAKR. SELLER shall immediately notify SEAKR of any change of status with regard to these certifications and representations.

(1) FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. SELLER certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this Order. This certification and disclosure is a prerequisite for making or entering into this Order imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(2) FAR 52.209-5 Certification Regarding Responsibility Matters (i) SELLER certifies that, to the best of its knowledge and belief, that SELLER and or any of its Principals (as defined in FAR 52.209-5) are not presently debarred, suspended, proposed for debarment, or declared ineligible for award of contracts by any Federal Agency. (ii) SELLER shall provide immediate written notice to SEAKR if, at any time prior to award of any Order, it learns that its certification was erroneous when submitted, or has become erroneous by reason of changed circumstances.

(3) FAR 52.222-22 Previous Contracts and Compliance Reports. SELLER represents that if SELLER has participated in a previous contract or subcontract subject to the Equal Opportunity Clause (FAR 52.222-26), (i) SELLER has filed all required compliance reports and (ii) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(4) FAR 52.222-25 Affirmative Action Compliance. SELLER represents (i) that SELLER has developed and has on file at each establishment, Affirmative Action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (ii) that in the event such a program is required, and does not presently exist, the SELLER will develop and place into operation such a written Affirmative Action Compliance Program within 120 days from the award of this Order.

Part 3 - FAR FLOWDOWN PROVISIONS – Commercial Items, Components and Services

INCORPORATION OF FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

If the Order is in support of a US Government program or contract, the FAR clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any note following the clause citation, to this Order. If the date or substance of any of the clauses listed below is different than the date of substance of this clause actually incorporated in the applicable Prime Contract reference by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead.

Government Subcontract

This Order is entered into by the Parties in support of a U.S. Government contract.

As used in the clauses referenced below and otherwise in this Order:

1. “Commercial item” means a commercial item as defined in FAR 2.101.
2. “Contract” means this contract, order, or purchase order.
3. “Prime Contract” means the contract between SEAKR and the U.S. Government or between SEAKR and its higher-tier contractor who has a contract with the U.S. Government.
4. “Subcontract” means any contract placed by the SELLER or lower-tier subcontractors under this contract.

Changes Required by Prime Contract

SELLER agrees that upon the request of SEAKR it will negotiate in good faith with SEAKR relative to changes to this Order to incorporate additional provisions herein or to change provisions hereof, as SEAKR may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of changes to such Prime Contract. If any such change to this Order causes an increase or decrease in cost of, or the time required for

performance of any part of the work under this Order, an equitable adjustment may be made pursuant to the “Changes” clause of this Order.

Preservation of Government Rights

If SEAKR furnished designs, drawings, special tooling, equipment, engineering data or other technical or proprietary information (Furnished Items) to which the U. S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that SEAKR, acting on its own behalf, may modify or limit any rights the U.S. Government may have to authorize the SELLER’s use of such Furnished Items in support of other U. S. Government prime contracts.

The following FAR and DFARS Clauses are incorporated by reference.

FAR Number	Title	Latest Update	Notes
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	JUL 2018	Applies to all Contracts.
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015	Applicable if FAR 52.222-26 has been determined to apply to this Contract.
52.222-26	EQUAL OPPORTUNITY	SEP 2016	Applicable unless exempted from Executive Order 11246 requirements.
52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR 2015	
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN 1997	Applies if the Work involves hazardous material.
52.223-7	NOTICE OF RADIOACTIVE MATERIALS	JAN 1997	Applies to Work containing covered radioactive material. In the blank insert "30".
52.223-11	OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS	JUN 2016	Applicable if the Work was manufactured with or contains ozone depleting substances.
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011	
52.225-5	TRADE AGREEMENTS	OCT 2016	Applicable if the Work contains other than U.S. made or designated country end products as specified in the clause.
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008	
52.227-9	REFUND OF ROYALTIES	APR 1984	Applicable to Purchase Orders in which the amount of royalties reported during negotiation of the Purchase Order exceeds \$250.
52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE	DEC 2007	Applicable if existing computer software is to be delivered under this Contract.
52.245-1	GOVERNMENT PROPERTY	JAN 2017	Applicable if U.S. Government property is furnished to SELLER by SEAKR under the Contract.
52.245-9	USE AND CHARGES	APR 2012	Applicable only if above clause 52.245-1 is applicable under the Contract.
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS	FEB 2006	
252.246-7007	CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM	AUG 2016	Only paragraphs (a) through (e) of this clause are applicable. The introductory text is excluded.
252.246-7008	SOURCES OF ELECTRONIC PARTS	DEC 2017	Applicable if SELLER is not the original manufacturer.

The following FAR Clauses apply to all Contracts where the value equals or exceeds \$3,500:

FAR Number	Title	Latest Update	Notes
52.219-28	POST AWARD SMALL BUSINNESS REREPRESENTATION	JUL 2013	Applicable when Contract will be performed in the U.S.
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT 2015	Applicable if the Contract period of performance is 120 days or more.

52.225-1	BUY AMERICAN -SUPPLIES	MAY 2014	Applicable if the Work contains other than domestic components.
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The following FAR Clause applies to all Contracts where the value equals or exceeds \$10,000:

FAR Number	Title	Latest Update	Notes
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010	

The following FAR Clause applies to all Contracts where the value equals or exceeds \$15,000:

FAR Number	Title	Latest Update	Notes
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014	

The following FAR Clause applies to all Contracts where the value equals or exceeds \$25,000:

FAR Number	Title	Latest Update	Notes
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT 2016	Applicable if SEAKR is the Prime Contractor.

The following FAR Clause applies to all Contracts where the value equals or exceeds \$35,000:

FAR Number	Title	Latest Update	Notes
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	OCT 2015	Not applicable if the Contract is for commercial off the shelf items.

The following FAR and DFARS Clauses apply to all Contracts where the value equals or exceeds \$150,000:

FAR or DFAR Number	Title	Latest Update	Notes
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010	
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014	
52.215-23	LIMITATIONS ON PASS – THROUGH CHARGES	OCT 2009	For civilian agency prime contracts, applicable to time and material and labor hour Purchase Orders that exceed the simplified acquisition threshold; and for DoD prime contracts, applicable to time and material, labor hour, and fixed price Purchase Orders that require certified cost or pricing data
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	NOV 2016	
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	OCT 2015	
52.222-37	EMPLOYMENT REPORTS ON VETERANS	FEB 2016	
252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING	OCT 2016	

The following FAR Clause applies to all Contracts where the value exceeds \$5,500,000:

FAR Number	Title	Latest Update	Notes
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	OCT 2015	Applicable if the Contract period of performance is 120 days or more.