

GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS – LASSO OTA ATTACHMENT I

When the Order includes Products which are for use in connection with a U.S. Government prime contract or subcontract, the following additional terms and conditions shall apply as required by the terms of the prime contract, or by operation of law or regulation. Buyer is flowing down to Seller certain provisions and clauses from the Federal Acquisition Regulations (FAR) and Department of Defense (DoD) FAR Supplement (DFARS) (collectively, "FAR Clauses"). These FAR Clauses are hereby incorporated by reference, as applicable, and in the manner set forth below, as modified by any parenthetical information. FAR Clauses inapplicable to the performance of this Order under Buyer's Government contract are self-deleting. If the substance of a FAR Clause is different than the substance of the clause actually incorporated in Buyer's Government contract, then the substance of the clause actually incorporated in Buyer's Government contract shall apply instead. The parties hereby agree to include in these Supplemental Terms and Conditions any additional or revised FAR Clauses incorporated in Buyer's Government contract that are applicable to the performance of this Order. The parties shall handle any amendments to these Supplemental Terms and Conditions under Clause 10, Changes. Seller shall flow down to its lower-tier subcontractors all applicable FAR Clauses and any other requirements of this Order and applicable law so as to enable and ensure that Buyer and Seller comply with all applicable requirements of Buyer's Government contract. It is intended by the parties that these FAR Clauses shall apply to Seller in such manner as is necessary to reflect the position of Seller as a subcontractor to Buyer, and to insure Seller complies with its obligations to Buyer and to the Government, and to enable Buyer to meet its own contract obligations to the Government. Consequently, in interpreting and applying FAR Clauses flowed down to Seller, and as context requires, the terms "Contractor" and "Offeror" shall mean Seller, the term "Contract" shall mean this Order, and the term "Government", "United States", "Contracting Officer", "Administrative Contracting Officer" and equivalent phrases shall mean Buyer and/or Buyer's Procurement Representative. In addition, the term "Commercial Product" and "Commercial Service" mean a commercial product or commercial service, respectively, as defined in FAR 2.101. However, as an exception to the foregoing, the terms "Government" and "Contracting Officer" do not change in the following circumstances:

- (a) in the phrases "Government Property", "Government-Furnished Property" and "Government-Owned Property";
- (b) in the patent rights clauses incorporated herein, if any;
- (c) when a right, act, authorization or obligation can be granted or performed only by the Government or a Contracting Officer or his/her duly-authorized representative;
- (d) when title to property is to be transferred directly to the Government; and
- (e) when access to proprietary financial information or other proprietary data is required, except as otherwise provided in this Order.

FAR Clauses flowed down by Buyer to Seller pursuant to this Attachment I may require submission of certificates. All such required representations and certifications made by Seller in connection with these FAR Clauses, including all such certifications submitted by Seller with its offer, are hereby incorporated in this Order by reference. Seller shall, with respect to applicable FAR Clauses flowed down pursuant to this Attachment I, furnish to Buyer (or directly to the Government upon request of Buyer) any certificate required to be furnished by any FAR Clause and any certificate required by any further U.S. law, ordinance, or regulation with respect to Seller's compliance with the terms and provisions of U.S. laws, ordinances, or regulations. As used in this paragraph, the word "certificate" shall include any plan or course of action or record keeping function, as, for example, a small business subcontracting plan for which flow down is required.

If this is a procurement for a commercial product or commercial service, only the mandatory prime contract flow downs (to include FAR and DFARS Clauses specifically applicable to commercial products or commercial service) and the FAR clauses listed in FAR 12.301(d), FAR 52.212-5 (e)(1) and FAR 52.244-6 (c)(1) apply to this order.

Seller shall indemnify, hold Buyer harmless, and at Buyer's election, defend Buyer and its Customer(s) and their respective officers, directors, employees, and agents from and against any price reduction in Buyer's contract, as well as Buyer's reasonable attorney fees and other direct costs to defend contract claims from Buyer's Customers when said reduction is attributable to the failure of Seller or Seller's Suppliers at any tier to properly discharge applicable duties under the Truth in Negotiation Act, Cost Accounting Standards and other applicable clauses incorporated by reference in accordance with this Attachment I. These Supplemental Terms and Conditions are in addition to and not in derogation of the General Terms and Conditions and any "other" terms and conditions of this Order; however, in the event that any Supplemental Term or Condition is determined to be inconsistent with any printed General Term or Condition or any "other" term and condition of this Order, the Supplemental Term or Condition shall govern.

I. FAR (48 CFR Chapter 1) Clauses Incorporated by Reference (Specific applicability stated within parentheses.)

A. GENERAL – FOR ALL APPLICABLE ORDERS

- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Applicable to all Solicitations except those for a personal services contract with an individual.)
- 52.204-2 Security Requirements (Applicable if Order requires access to classified information excluding any reference to any changes clause in the prime contract.)
- 52.204-9 Personal Identity Verification of Contractor Personnel (Applicable if Seller will have routine physical access to a federally-controlled facility and/or routine access to a federally-controlled information system.)
- 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Applicable to all Orders, except commercially available off-the-shelf items, in which Seller may have Federal contract information residing in or transiting through its information systems.)
- 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 (not including (b)(2))
- 52.204-27 Prohibition on a ByteDance Covered Application.
- 52.211-5 Material Requirements (Applicable for all Orders for supplies that are not commercial products or commercial services.)
- 52.222-19 Child Labor - Cooperation with Authorities and Remedies
- 52.222-20 Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000
- 52.222-50 Combating Trafficking in Persons
- 52.222-54 Employment Eligibility Verification (Applicable if this Order; (1) is for commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item) or construction; (2) has a value of more than \$3,500; and (3) includes work performed in the United States.)
- 52.225-1 Buy American Act – Supplies (Applicable if the Seller's products contain other than domestic components.)
- 52.225-13 Restrictions on Certain Foreign Purchases
- 52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving
- 52.227-1 Authorization and Consent (Applicable if the prime contract contains this clause.)
- 52.227-11 Patent Rights -- Ownership by the Contractor (Applicable if this Order includes, at any tier, experimental, developmental or research work, and Seller is a small business or domestic nonprofit organization.)
- 52.232-17 Interest (Seller shall indemnify Buyer for all interest assessed under this clause for Seller or its low-tier subcontractors' acts or omissions. Applicable unless any of the categories specified in FAR 32.611(a) applies.)
- 52.232-39 Unenforceability of Unauthorized Obligations
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Applicable for small business subcontractors.)
- 52.233-3 Alt I Protest After Award
- 52.245-1 Government Property (Alternates 1 and 2 apply. Applicable if Government property is furnished in the performance of this Contract. Substitute "Buyer" for "Government" or "United States" as applicable throughout this clause, except in the phrases "Government property," "Government-furnished property," and in references to title to property. Substitute "Procurement Representative" for "Contracting Officer," "Administrative Contracting Officer," and "ACO" throughout this clause. The following is added as paragraph (n): Seller shall provide to Buyer immediate notice of any disapproval, withdrawal of approval, or non-acceptance by the Government of its property control system.)
- 52.246-26 Reporting Nonconforming Items (applicable when FAR 52.246-11 Higher-Level Contract Quality Requirement is included in the contract)
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act

<p>Section 503 of Rehabilitation Act</p> <p>52.222-36</p> <p>52.204-10</p> <p>52.209-6</p> <p>VEVRAA</p> <p>52.203-12</p> <p>52.222-4</p> <p>52.222-35</p> <p>52.222-37</p> <p>52.202-1</p> <p>52.203-3</p> <p>52.203-5</p> <p>52.203-6</p> <p>52.203-7</p> <p>52.203-8</p> <p>52.203-10</p> <p>52.215-2</p> <p>52.215-14</p> <p>52.219-8</p> <p>52.242-13</p> <p>52.244-2</p> <p>52.248-1</p> <p>52.249-2</p> <p>52.215-23</p> <p>52.215-19</p> <p>52.215-23</p> <p>52.203-13</p>	<p>Equal Employment Opportunity (EEO) Clause – This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.</p> <p>Equal Opportunity for Workers with Disabilities</p> <p>Reporting Executive Compensation and First-Tier Subcontract Awards (Applicable if Seller meet the criteria in subparagraph (d)(3) and not exempt under subparagraph (g). Seller shall provide Buyer's Authorized Procurement Representative the information required under this clause Buyer advises Seller that the required information will be made available to the public as required by this clause.)</p> <p>Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Applicable if not a subcontract for commercial products or commercial services.)</p> <p>Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA) Equal Employment Opportunity (EEO) Clause – This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5 (a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.</p> <p>Limitation on Payments to Influence Certain Federal Transactions Contract Work Hours and Safety Standards Act – Overtime Compensation (Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this FAR clause.)</p> <p>Equal Opportunity for Veterans</p> <p>Employment Reports on Veterans</p> <p>Definitions</p> <p>Gratuities (Except Orders for personal services and those between military departments or defense agencies and foreign governments that do not obligate any funds appropriated to the Department of Defense.)</p> <p>Covenant Against Contingent Fees (Except Orders for commercial products or commercial services (see FAR Parts 2 and 12).)</p> <p>Restrictions on Subcontractor Sales to the Government</p> <p>Anti-Kickback Procedures (Delete paragraph (c)(1). In (c)(2), a copy of such reports must also be provided to Buyer. Buyer will have the right to withhold from Seller, the amount, if any, that the Contracting Officer directs Buyer to withhold from Seller or any amounts the Government withholds from Buyer as a result of Seller's violation of this clause.)</p> <p>Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Applicable if Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this Order.) (Applicable for other than commercial products or commercial services.)</p> <p>Price or Fee Adjustment for Illegal or Improper Activity (Applicable for other than commercial products or commercial service.)</p> <p>Audit and Records – Negotiation (Clause shall not only retain the original meaning of those terms as written in FAR, but shall also mean Buyer.)</p> <p>Alt I Integrity of Unit Prices (Excluding paragraph (b).)</p> <p>Utilization of Small Business Concerns</p> <p>Bankruptcy (Within the clause, replace "government" with "Buyer".)</p> <p>Subcontracts</p> <p>Value Engineering</p> <p>Termination for Convenience of the Government (Fixed-Price) (Applicable for fixed price type Orders. In paragraph (c), change "120 days" to "45 days"; in paragraph (d) "15 days" is changed to "30 days", and "45 days" is changed to "60 days"; in paragraph (e) change "1 year" to "60 days"; paragraph (j) is deleted; in paragraph (l) change "90 days" to "45 days".)</p> <p>Limitations on Pass-Through Charges</p> <p>Notification of Ownership Changes (Applicable if Order meets the applicability requirements of FAR 15.408(k).)</p> <p>Limitations on Pass-Through Charges</p> <p>Contractor Code of Business Ethics and Conduct (Applicable if the Orders period of performance is more than 120 days.)</p>	<p>52.203-14</p> <p>B. ALL DPAS RATED ORDERS</p> <p>52.211-15</p> <p>II. In addition to those Supplemental Terms and Conditions for Fixed Price Orders set forth above, the following additional FAR Clauses apply to Fixed Price Orders.</p> <p>52.227-9</p> <p>52.242-1</p> <p>52.243-1</p> <p>52.249-2</p> <p>III. In addition to those clauses set forth above, the following additional FAR Clauses apply to Cost-Reimbursable, Time-and-Materials and/or Labor-Hour Orders.</p> <p>52.216-7</p> <p>52.216-8</p> <p>52.232-22</p> <p>52.242-1</p> <p>52.243-2</p> <p>52.249-6</p> <p>IV. DFARS (48 CFR Chapter 2) Clauses Incorporated by Reference (Specific applicability stated within parentheses.)</p> <p>A. GENERAL – FOR ALL APPLICABLE ORDERS</p> <p>252.203-7002</p> <p>252.204-7000</p> <p>252.204-7012</p> <p>252.204-7018</p> <p>252.204-7020</p> <p>252.223-7008</p> <p>252.225-7001</p> <p>252.225-7002</p> <p>252.225-7007</p> <p>252.225-7013</p> <p>252.225-7048</p>	<p>Display of Hotline Poster(s) (Applicable except if the Order is for the acquisition of a commercial product or commercial service or is performed entirely outside the United States.)</p> <p>Defense Priority and Allocation Requirements (Applicable if a priority rating is noted within this Order.)</p> <p>Refund of Royalties (Applicable for all fixed price Orders when reported royalty exceeds \$250.)</p> <p>Notice of Intent to Disallow Costs (Applicable if Order is cost reimbursable, fixed-price incentive or contract with price redetermination.)</p> <p>Changes -- Fixed-Price (Applicable for all fixed price Orders, except within paragraph (c) change "30 days" to "20 days", and within paragraph (e) delete the first sentence.)</p> <p>Termination for Convenience of the Government (Fixed-Price) (Applicable for fixed price type Orders equal to or greater than \$250,000. In paragraph (c), change "120 days" to "45 days"; in paragraph (d) "15 days" is changed to "30 days", and "45 days" is changed to "60 days"; in paragraph (e) change "1 year" to "60 days"; paragraph (j) is deleted; in paragraph (l) change "90 days" to "45 days".)</p> <p>Allowable Cost and Payment (Applicable if Order is cost reimbursable or time and materials type.)</p> <p>Fixed Fee (Applicable if Seller is entitled to receive a fixed fee under the Order.)</p> <p>Limitation of Funds (Applicable for incrementally funded, cost reimbursable type Orders.)</p> <p>Notice of Intent to Disallow Costs (Applicable if Order is cost reimbursable, fixed-price incentive or contract with price redetermination.)</p> <p>Changes -- Cost-Reimbursement (Applicable for all cost reimbursable Orders except, within paragraph (c) change "30 days" to "20 days", and within paragraph (d) delete the first sentence.)</p> <p>Termination (Cost-Reimbursement) (Applicable for cost reimbursement type Orders. Also in paragraph (d) change "120 days" to "45 days"; in paragraph (e) "15 days" is changed to "30 days", and "45 days" is changed to "60 days"; in paragraph (f) change "1 year" to "60 days"; and paragraph (j) is deleted)</p> <p>Requirement to Inform Employees of Whistleblower Rights</p> <p>Disclosure of Information</p> <p>Safeguarding Covered Defense Information and Cyber Incident Reporting (Deviation 2024-00013, Rev 1) (Applicable for all Orders if covered defense information is resident or transiting on or through Seller's information systems. In paragraph (c)(1)(ii), add "and to Textron Systems' Procurement Representative" to the end of the sentence.)</p> <p>Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services</p> <p>NIST SP 800-171 DOD Assessment Requirements</p> <p>Prohibition of Hexavalent Chromium</p> <p>Buy American and Balance of Payments Program – Basic Qualifying Country Sources As Subcontractors (applicable when the basic or one of the alternates of the following clauses is included in the contract: 252.225-7001, Buy American and Balance of Payments Program, 252.225-7021, Trade Agreements, 252.225-7036, Buy American - Free Trade Agreements - Balance of Payments Program</p> <p>Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (Applicable for all Orders if Seller is supplying items on the U.S. Munitions List.)</p> <p>Duty-Free Entry</p> <p>Export-Controlled Items</p>
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252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.
252.227-7013	Rights in Technical Data – Noncommercial Items
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7015	Technical Data – Commercial Products and Commercial Services
252.227-7016	Rights in Bid or Proposal Information
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions
252.227-7019	Validation of Asserted Restrictions – Computer Software
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (Applicable for Orders when DFARS 252.227-7013 or DFARS 252.227-7014 are used and/or referenced within the prime contract.)
252.227-7026	Deferred Delivery of Technical Data or Computer Software
252.227-7027	Deferred Ordering of Technical Data or Computer Software
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government
252.227-7030	Technical Data – Withholding of Payment (Applicable for Orders when DFARS 252.227-7013 or DFARS 252.227-7018 is used and/or referenced within the prime contract.)
252.227-7037	Validation of Restrictive Markings on Technical Data (Applicable for all Orders when DFARS 252.227-7013, DFARS 252-227-7014 or DFARS 252.227-7015 are used and/or referenced within the prime contract.)
252.227-7038	Patent Rights – Ownership by the Contractor (Large Business) (Applicable for all Orders for experimental, developmental, or research work or construction that includes experimental, development or research work to be performed by a large business for a Defense agency.)
252.227-7039	Patents – Reporting of Subject Inventions
252.228-7001	Ground and Flight Risk
252.243-7001	Pricing of Contract Modifications
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)
252.247-7023	Transportation of Supplies by Sea – Basic
252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Within the clause, delete paragraph (g).)
252.223-7004	Drug Free Workplace (applicable to contracts that involve (1) access to classified information; or (2) when the contracting officer determines that the clause is necessary for reasons of national security or for the purpose of protecting the health or safety of those using or affected by the product of, or performance of, the contract.)
252.225-7012	Preference for Certain Domestic Commodities
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns
252.225-7004	Report of Intended Performance Outside the United States and Canada – Submission after Award
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements
252.203-7004	Display of Fraud Hotline Poster(s)

Receiving Party of its obligations under this Paragraph. If the receiving party reasonably determines that the memorialization of the exchange is insufficiently detailed to enable it to identify the privileged or confidential information, the disclosing party shall provide additional detail at the receiving party's request, subject to restrictions on use and disclosure.

"Trade Secret" means all forms and types of financial, business, scientific, technical, economic, or engineering or otherwise proprietary information, including, but not limited to, patterns, plans, compilations, program- devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if:

(a) The owner thereof has taken reasonable measures to keep such information secret; and

(b) The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, the public.

B. Exchange of Information:

The BUYER may from time to time disclose Confidential Information, including Government Confidential Information, to the SELLER, its subsidiaries, affiliates, and its subcontractors or suppliers, in connection with the OPSEC requirements and similar processes or particular projects, and the BUYER, its subsidiaries, affiliates, their subcontractors or suppliers, may from time to time disclose information that is Trade Secret or Confidential Information to the BUYER in connection with the OT, an OT proposal, Payment Instruction; Agreement, or performance thereunder. Neither the BUYER nor SELLER, its subsidiaries, affiliates, or their subcontractors or suppliers, shall be obligated to transfer Confidential Information or Trade Secrets independently developed by the BUYER or SELLER, its subsidiaries, affiliates, or their subcontractors or suppliers, absent an express written agreement between the Parties providing the terms and conditions for such disclosure.

C. Confidentiality and Authorized Disclosure:

The Receiving Party agrees, to the extent permitted by law, that Confidential Information and Trade Secrets shall remain the property of the Disclosing Party (the Receiving Party shall not disclose the Disclosing Party's Confidential Information and Trade Secrets unless it has the right to do so), and that, unless otherwise agreed to by the Disclosing Party, Confidential Information and Trade Secrets shall not be disclosed, divulged, or otherwise communicated by the Receiving Party to third Parties or used by the Receiving Party for any purposes other than in connection with specified Program efforts and the licenses granted in **Article III, Data Rights**, provided that the-duty to protect such "Confidential Information" and "Trade Secrets" shall not extend to materials or information that:

1. Are received or become available without restriction to the Receiving Party under a proper, separate agreement,
2. Are not identified with a suitable notice or legend per Article entitled "Confidential Information" herein
3. Are lawfully in possession of the Receiving Party without such restriction to the Receiving Party at the time of disclosure thereof as demonstrated by prior written records,
4. Are or later become part of the public domain through no fault of the Receiving Party,
5. Are received by the Receiving Party from a third Party having no obligation of confidentiality to the Disclosing Party that made the disclosure,
6. Are developed independently by the Receiving Party without use of Confidential Information or Trade Secrets as evidenced by written records, or
7. Are required by law or regulation to be disclosed; provided, however, that the Receiving Party has provided written notice to the Disclosing Party promptly so as to enable such Disclosing Party to seek a protective order or otherwise prevent disclosure of such information.

D. Return of Confidential Information:

Upon the request of BUYER, the SELLER shall promptly return all copies and other tangible manifestations of the Confidential Information or Trade Secrets disclosed. Upon request by the SELLER, BUYER shall promptly return all copies and other tangible manifestations of the Confidential Information disclosed by the SELLER. As used in this section, tangible manifestations include human readable media as well as magnetic and digital storage media.

E. Term:

Except to the extent covered by and subject to other provisions of this Agreement, the obligations of the Receiving Party under this Article shall continue after the expiration or termination of this Agreement.

F. Requirements Flow-down:

SELLER shall flow down the requirements of this Article I to their respective personnel, agents, subcontractors, or suppliers receiving such Confidential Information or Trade Secrets under this Order.

G. Restriction of Work Assignments:

Neither party is required to restrict work assignments of representatives who have had access to Confidential Information. The parties agree that use of information in representatives' unaided memories in the development or deployment of our respective products or services does not create liability under this agreement or trade secret law, and the parties agree to limit what they disclose to the other accordingly.

Article II: Publication.

A. Use of Information:

Subject to review and mutual agreement by both Parties, the provisions of Article I, Confidential Information, and this Article II, Publication, the SELLER shall have the right

Additional terms applicable to this Order:

Article I: Confidential Information

A. Definitions:

"Disclosing Party" means either the BUYER, or their respective subsidiaries, affiliates, their subcontractors or suppliers, or the SELLER that discloses Confidential Information to a other Party as contemplated by the subsequent paragraphs.

"Receiving Party" means either the BUYER, or their respective subsidiaries, affiliates, their subcontractors or suppliers, or the SELLER that receives Confidential Information disclosed by a Disclosing Party.

"Confidential Information" means information and materials of a Disclosing Party which are designated as confidential or as a Trade Secret in writing by such Disclosing Party, whether by letter or by use of an appropriate stamp or legend, prior to or at the same time any such information or materials are disclosed by such Disclosing Party to the Receiving Party. Confidential Information includes, but is not limited to Data which existed prior to, or was produced outside of this Agreement which embodies trade secrets or comprises commercial or financial information which is privileged or confidential. "Confidential Information" also includes any information, and materials considered a Trade Secret by the BUYER or SELLER on its own behalf or on behalf of its subcontractors or suppliers. Notwithstanding the foregoing, materials and other information which are orally, visually, or electronically disclosed by a Disclosing Party, or are disclosed in writing without an appropriate letter, stamp, or legend, shall constitute Confidential Information or a Trade Secret if such Disclosing Party, within thirty (30) calendar days after-such disclosure, delivers to the Receiving Party a written document or documents describing the material or information and indicating that it is confidential or a Trade Secret, provided that any disclosure of information by the Receiving Party prior to receipt of such notice shall not constitute a breach by the

to publish or otherwise disclose information and/or data developed by the SELLER with respect to the unique Prototype features developed under this Agreement. The SELLER (and their employees) shall include an appropriate acknowledgement of consent by the Government and the BUYER in such publication or disclosure. The Parties shall have only the right to use, disclose, and exploit any such data and Confidential Information or Trade Secrets in accordance with the rights held by them pursuant to this Agreement. Notwithstanding the above, the Parties shall not be deemed authorized by this paragraph II.A alone, to disclose any Confidential Information or Trade Secrets of the other Party, or to limit disclosure of a Party's own Confidential or Trade Secrets by that Party.

B. Classified Research Projects:

If a release of Confidential Information or Trade Secrets is for a classified Research Project, the provisions of the DoD Security Agreement (DD Form 441), Certificate Pertaining to Foreign Interests (SF 328), and the DoD Contract Security Classification Specification (DD Form 254) apply. The Government will be responsible for the completion of the DD Form 254. The SELLER must complete the DD Form 441 and SF 328 and provide them to the BUYER for review by the proper Government representatives, the Industrial Security Representative at the cognizant Defense Security Service (DSS) office for DD Form 441 and SF 328 and the VRA's local Security office for the DD Form 254.

C. Review or Approval of Technical Information for Public Release:

1. At least 30 days prior to the scheduled release date, SELLER shall submit to the BUYER two copies of the information to be released along with Clearance of Technical Information for Public Release Form INME-PIC-IM Form 3002, 1 MAR 2011, who will route the information to the AOR and other appropriate Parties for review and approval. The AOR is hereby designated as the approval authority for the AO for such releases.

2. Parties to this Agreement are responsible for assuring that an acknowledgment of government support will appear in any publication of any Category C material developed under this Order, using the following acknowledgement terms: "Effort sponsored by the U.S. Government under Other Transaction number W91CRB-26-9-A007 between Textron Systems and the Government. The U.S. Government is authorized to reproduce and distribute reprints for Governmental purposes notwithstanding any copyright notation thereon."

3. Parties to this Agreement are also responsible for assuring that every publication of Category C data developed under this program contains the following disclaimer: "The views and conclusions contained herein are those of the authors and should not be interpreted as necessarily representing the official policies or endorsements, either expressed or implied, of the U.S. Government."

4. The SELLER shall flow down these requirements to its suppliers and subcontractors, at all tiers.

5. The SELLER, and its major suppliers, shall not discuss or display the LASSO, in a public forum such as a Conference, Industry symposium, Workshop without the consent of the BUYER and the AO.

D. Filing of Patent Applications:

During the course of any such thirty (30) calendar day period, the SELLER shall provide notice to the BUYER as to whether it desires that a patent application classified as Category C Data be filed on any invention disclosed in such materials. In the event that the SELLER desires that such a patent be filed, the SELLER proposing to publish or disclose such materials agrees to withhold publication and disclosure of such materials until the occurrence of the first of the following:

1. Filing of a patent application covering such invention, or

2. Written agreement, from the AO and the BUYER that no patentable invention is disclosed in such materials.

3. Further, during the course of any such thirty (30) calendar day period, the BUYER shall notify SELLER if either believes any of its Confidential Information or Trade Secrets have been included in the proposed publication or disclosure and shall identify the specific Confidential Information or Trade Secrets that need to be removed from such proposed publication. The SELLER agrees to remove from the proposed publication or disclosure all such Confidential Information or Trade Secrets so identified.

4. For the avoidance of doubt, SELLER retains the entire right, title, and interest throughout the world for each of its Inventions whose Data is classified as Category A or B regardless of whether a patent application has been filed, retains sole discretion whether to file a patent application, and does not require notification or prior agreement from the GOVERNMENT.

Article III: Data Rights

A. Definitions:

"Commercial Computer Software" as used in the Article is defined in DFARS 252-227-7014(a) (Aug 2025).

"Computer program" as used in this Agreement means a set of instructions, rules, or routines in a form that is capable of causing a computer to perform a specific operation or series of operations.

"Computer software" as used in this Agreement means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated or recompiled. Computer software does not include computer data bases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Data" as used in this Article of this Agreement, means computer software, computer software documentation, form, fit and function data, and technical data as defined in this Article.

"Form, fit and function data" means technical data that describes the required overall physical, functional and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

"Government purpose rights" means the rights to use, modify, duplicate or disclose the "Data" licensed with such rights under this Agreement within the Government for United States Government purposes only; and to release or disclose data outside the Government to any authorized persons pursuant to an executed non-disclosure agreement for such persons' use, modification, or reproduction for United States Government purposes only. United States Government purposes include Foreign Military Sales purposes and competitive re-procurement.

"Limited rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if--

(1) The reproduction, release, disclosure, or use is--

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure to--

(A) A covered Government support contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or

(B) A foreign government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(2) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(3) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

"Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software. "Restricted rights" apply only to other than commercial computer software and mean the Government's rights to--

(1) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this Order;

(2) Transfer a computer program to another Government agency without the further permission of the SELLER if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(3) Make a reasonable number of copies of the computer software required for the purposes of safekeeping (archive), backup, modification, or other activities authorized in paragraphs (1), (2), and (4) through (7) of this definition;

(4) Modify computer software provided that the Government may--

(i) Use the modified software only as provided in paragraphs (1) and (3) of this definition; and

(ii) Not release or disclose the modified software except as provided in paragraphs (2), (5), (6), and (7) of this definition;

(5) Use, and permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related Order to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that--

(i) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(ii) Such contractors or subcontractors are subject to the use and nondisclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(iii) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (4) of this definition, for any other purpose; and

(iv) Such use is subject to the limitations in paragraphs (1) through (3) of this definition;

(6) Use, and permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related Order to use, the computer software when necessary to perform or overhaul, or to modify the computer software to reflect the emergency repairs or overhaul made, provided that--

(i) The intended recipient is subject to the use and nondisclosure agreement at DFARS 227.7103-7 or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-

7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(ii) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (4) of this definition, for any other purpose; and

(iii) Such use is subject to the limitations in paragraphs (1) through (3) of this definition; and

(7) Use, modify, reproduce, perform, display, or release or disclose computer software to a person authorized to receive restricted rights computer software for management and oversight of a program or effort, and permit covered Government support contractors in the performance of covered Government support contracts that contain the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, to use, modify, reproduce, perform, display, or release or disclose the computer software to a person authorized to receive restricted rights computer software, provided that--

(i) The Government shall not permit the covered Government support contractor to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (4) of this definition, for any other purpose; and

(ii) Such use is subject to the limitations in paragraphs (1) through (4) of this definition. "Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including Computer Data Base, mask works, chip circuit designs and tapeouts, and computer software documentation). The term does not include computer software or data incidental to agreement administration, such as financial and/or management information.

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

B. Allocation of Principal Rights:

1. Data Rights proposed and hereto included under Attachment #6 LASSO Data Rights, have been accepted by the Government and shall be provided to the Government as stated. Any technical data or computer software that is delivered and not identified below, or in the current Agreement data rights assertions will be delivered with unrestricted or unlimited rights to the Government.

2. Data that will be delivered, furnished, or otherwise provided to the Government under this Agreement, in which the Government has previously obtained rights under a separate Government-funded agreement, shall be delivered, furnished, or provided with the pre-existing rights, unless (a) the Parties have agreed otherwise, or (b) any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

3. The Government will have ownership of all non-technical data deliverables (including but not limited to business data, administrative data, management data, and financial data) generated/developed by the contractor under this Agreement.

4. The Government's rights in commercial software, including software maintenance and support, and open-source software, are governed by the licensor's commercial software license agreements. However, the Government will not agree to commercial software license terms that are inconsistent with Federal procurement law or do not otherwise satisfy user needs, in accordance with DFARS 227.7202-1(a). Commercial Software License terms that are unacceptable to the Government include (but are not limited to) indemnification provisions (and other types of provisions that include unauthorized or unbudgeted funding obligations), attorney's fees provision, state or foreign choice of law/jurisdiction provisions, binding arbitration provisions, and injunctive relief provisions. The Government is allowed to reasonably copy, use, and distribute the Software Documentation necessary for operation, maintenance, installation, and training in accordance with DFARS 252.227-7015(c)(1)(iv).

C. Marking of Data:

All non-commercial technical data and software deliverables shall be properly marked in accordance with the marking requirements set forth in DFARS 252.227-7014(g), respectively. Technical data and software deliverables with nonconforming restrictive markings shall be rejected and corrected by the SELLER at the SELLER's expense, in accordance with DFARS 252.227-7013(g) and DFARS 252.227-7014(g), respectively. No other marking regarding the license rights is allowed in the data deliverables. For example, Notice or Disclaimer to the Third party, Proprietary markings, and any other related statements regarding the rights are strictly prohibited.

In the event that the SELLER learns of a disclosure to the BUYER of its unmarked Data that should have contained a restricted legend, the SELLER will have the opportunity to cure such omission going forward by providing written notice to the AO within six (6) months of the erroneous disclosure.

D. Copyright:

Works Created Solely by SELLER: SELLER retains all ownership to copyrights for original works of authorship created solely by SELLER's employee(s) in the course of performance of work under this Agreement. SELLER grants to the BUYER a fully paid up, royalty free, nonexclusive, irrevocable, worldwide license to use, modify reproduce, distribute, perform, release, or display all works created solely by SELLER's employee(s).

Jointly Created Works: Ownership to copyrights for original works of authorship created jointly by a BUYER employee and a SELLER employee during performance of work under this Agreement is vested in BUYER. BUYER grants to the GOVERNMENT a fully paid up, royalty free, nonexclusive, irrevocable, worldwide license to use, modify, reproduce, distribute, perform, release, or display all jointly created works.

Copyright Statement: The Parties shall include the following statement on any text, drawing, mask work or other work of authorship that may be copyrighted under Title 17 of the US Code, which is created in the performance of this Agreement: "The U.S. Government has a copyright license in this work pursuant to Agreement number stated herein.

E. Lower Tier Agreements:

The SELLER shall include this Article, suitably modified to identify the Parties, in all, subcontracts or lower tier agreements, regardless of tier, or experimental, developmental, or research work.

F. Commercial Off the Shelf Manuals:

The Government shall have a non-exclusive, limited right to use, reproduce and distribute as necessary for DOD training purposes any commercial off-the-shelf manuals provided as part of this Program.

G. Survival Rights:

Provisions of this Article shall survive termination of this Agreement.

H. Identifications and Assertions

This provision documents the fact that the SELLER has provided the identification and assertion appended as Attachment #6 prior to the award of the Other Transaction Agreement. The BUYER makes no comment regarding the correctness of the contents of that appendix in light of DFARS 252.227-7013, DFARS 252.227-7014, DFARS 252.227-7015 and DFARS 252.227-7018, and which the Parties hereto agree will govern the Government's rights in technical data and computer software delivered hereunder along with any special provisions incorporated in this agreement.

Notwithstanding the foregoing, the Parties recognize that the Government has relied to its detriment on the completeness and accuracy of this appendix. In addition, the Government reserves the right to challenge the Contractor's Data and Software Rights Assertions, in accordance with DFARS 252.227-7019 and DFARS 252.227-7037.

FAR 52.232-39 Unenforceability of Unauthorized Obligations

DFARS 252.227-7013 Rights in Technical Data--Other Than Commercial Products and Commercial Services

DFARS 252.227-7014 Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation

DFARS 252.227-7015 Technical Data - Commercial Products and Commercial

Services DFARS 252.227-7019 Validation of Asserted Restrictions--Computer Software

DFARS 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished

Information Marked with Restrictive Legends

DFARS 252.227-7026 Deferred Delivery of Technical Data or Computer Software

DFARS 252.227-7027 Deferred Ordering of Technical Data or Computer Software

DFARS 252.227-7028 Technical Data or Computer Software Previously Delivered to

the Government DFARS 252.227-7030 Technical Data-Withholding of Payment

DFARS 252.227-7037 Validation of Restrictive Markings on Technical Data

I. Intellectual property (IP):

IP is defined to include, but not limited to, inventions, reports, and data (including but not limited to technical data, software, firmware, computer codes, know-how, and trade secrets). Background IP and Materials. The COMPANY and the Government each retain any IP rights to their own materials, data, technology, information, documents, or know-how or potential rights, such as issued patents, patent applications, invention disclosures, or other written documentation--that exist prior to execution of this Agreement (Background IP). Executive Order No. 9424 of 18 February 1944 requires all executive Departments and agencies of the Government to forward through appropriate channels to the Commissioner of Patents and Trademarks, for recording, all Government interests in patents or applications for patents.

J. Indemnity:

The SELLER shall indemnify the BUYER and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of performance of this Agreement, provided the Awardee is reasonably notified of such claims and proceedings.

K. Flow Down:

The SELLER shall include this Article in all subawards issued in performance of this Agreement.

L. Patent Rights:

The language found in the following clauses are incorporated by reference:

FAR 52.227-1, Authorization and Consent

FAR 52.227-2, Notice and Assistance Regarding Patent and Copyright Infringement

FAR 52.227-6, Royalty Information

FAR 52.227-9, Refund of Royalties

FAR 52.227-11, Patents Rights - Ownership by the COMPANY

DFARS clauses 252.227-7038, Patents Rights--Ownership by the COMPANY (Large

Business) DFARS 252.227-7039 - Reporting of Subject Inventions, cover patent rights.

The Federal Acquisition Regulations, DoD FAR Supplement, and Federal and Defense Acquisition Supplements are available from the address below or the [Hill AFB FAR](http://www.hill.afb.af.mil) website.

The Superintendent of Documents
U.S. Printing Office
Washington, DC 20401