

Supplier Terms of Use for Textron Systems Information and Electronic Systems Rev. 07/2025

1. Definitions.

- a) "Textron Systems" means Textron Systems Corporation (or as applicable, its subsidiaries), the buyer under the Contract or Agreement.
- b) "Access Control" refers to procedures, mechanisms, and/or measures that limit access to the Information Systems to authorized persons or applications.
- c) "Information System" refers to any electronic information systems operated by Textron Systems or operated by a third party on behalf of Textron Systems, including without limitation: facilities, network communications systems, telecommunications systems, software, applications, information, and data.
- d) "Contract" or "Agreement" used interchangeably means any Agreement between Seller and Textron Systems into which these Terms are incorporated.
- e) "Electronic Access" refers to access by authorized Seller Personnel to the Information Systems with the ability or the means necessary to read, write, modify, or communicate information, or otherwise use authorized system resources.
- f) "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures or choosing an action to "accept" or "acknowledge" within in Information System.
- g) "Malware" means malicious computer software that interferes with normal computer functions or causes information leakage to unauthorized parties.
- h) "Materials" means all data, text, graphics, animation, audio and/or digital video components that are stored or hosted by Seller in relation to a Contract or that are accessible by Seller through the Information Systems.
- i) "Security Breach" means any suspected or actual compromise of an information system, including accidental or Unauthorized Use, disclosure, destruction, loss, alteration, transmission, or access to Textron Systems Materials that are stored or otherwise processed by Seller in relation to the Agreement.
- j) "Seller Personnel" refers to any of Seller's employees, contract labor, consultants, advisers, or other representatives who have a need to access the Information Systems for Seller to perform under this Contract.
- k) "Seller Systems" refers to any and all electronic information systems operated by Seller or operated by a third party on behalf of Seller, including without limitation: facilities, network communications systems, telecommunications systems, software, applications, information, and data.
- l) "Unauthorized Use" refers to any use, reproduction, distribution, transfer, disposition, disclosure, possession, memory input, alteration, erasure, damage, or other activity involving Materials, that is not expressly authorized under this Agreement (or any applicable Contract).

2. Access Right.

Textron Systems grants to Seller a limited, nontransferable, nonexclusive, revocable (at Textron Systems' discretion) right to access the Information Systems electronically solely during the term of this Contract and solely to the extent authorized in support of work to be performed by Seller pursuant to the Contract. By accessing an Information System, Seller agrees to be legally bound by these Supplier Terms of Use for Textron Systems Information and Electronic Systems (the "Terms"), as well as the other terms and conditions referenced elsewhere on the Information System or within the Contract. Without limiting the foregoing, Seller hereby warrants that Seller and Seller Personnel shall not (i) introduce any Malware into the Information Systems (whether through a laptop computer or other access device or otherwise); (ii) use the Information Systems for nonbusiness purposes including, without limitation, Unauthorized Use; and/or (iii) take actions calculated to disrupt Textron Systems.

3. Electronic Communications.

Seller and Seller Personnel consent to receive communications from Textron Systems electronically, such as through e-mails or notices and messages on the Information Systems. By using the Information Systems,

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Seller agrees that all agreements, notices, disclosures, and other communications provided by Textron Systems electronically satisfy any legal requirement that such communications be in writing.

Seller acknowledges and agrees that Textron Systems may require or permit certain transactions with Textron Systems to be conducted electronically using Electronic Signatures. Seller agrees that any Electronic Signatures used by the Seller or through the Information Systems are intended to have the same force and effect as manual signatures.

4. **Privacy and Right to Monitor.**

Any communications or data transiting or stored on a Textron Systems Information System may be monitored, intercepted, recorded, and searched at any time and for any lawful purpose, and may be used or disclosed for any lawful purpose.

5. **Electronic Access Requirements.**

Seller may request, and Textron Systems may provide in its sole discretion for Seller's support of the Contract, Electronic Access for Seller Personnel on a "need to know" basis. When Electronic Access is provided to Seller, these Section 5 terms apply:

- a) **Accounts & Access Controls:** Prior to obtaining Electronic Access, authorized Seller Personnel will be required to obtain from Textron Systems an Electronic Access account per individual, including Access Controls that may come from Textron Systems, third parties designated by Textron Systems, or alternate controls subject to Textron Systems' written approval. Textron Systems reserves the right, without notice and in its sole discretion, to terminate and/or block the access of any individual or entity to the Information Systems. Seller acknowledges that the Access Controls are for specific individual use of Seller Personnel only, are not transferable, and shall be maintained in confidence by Seller. Seller shall:
 - i. ensure that all Seller Personnel review and agree to abide by the terms of the Contract and these Terms prior to being granted Electronic Access;
 - ii. assign a single focal to initiate requests for Electronic Access for Seller Personnel, coordinate security briefings, maintain records of Seller Personnel granted electronic access, available for validation upon request of Textron Systems, and coordinate with Textron Systems regarding actual or potential security breaches;
 - iii. prevent the loss, disclosure, reverse engineering, sharing with unauthorized Seller Personnel, or compromise of Access Controls;
 - iv. be responsible for the acts and omissions of all Seller Personnel with respect to their Electronic Access;
 - v. immediately notify Textron Systems if Seller believes that any Access Control has been compromised;
 - vi. review at least every three (3) months each Seller Personnel's Electronic Access requirements;
 - vii. promptly submit a written request to Textron Systems upon the reassignment, resignation, or termination of any Seller Personnel with Electronic Access, to terminate such Electronic Access; and
 - viii. immediately submit a written notice to Textron Systems for any Seller Personnel who has Electronic Access to the Information Systems and is terminated for cause by reason of misappropriation of Textron Systems Proprietary Information or data, Unauthorized Use of the Information Systems, or similar reason.
- b) **Seller System Protection:** Prior to connecting to Textron Systems' Information Systems, Seller shall take reasonable steps to protect the confidentiality, integrity, and availability of the Information Systems and information by implementing and maintaining effective controls on all Seller equipment used to connect to the Information Systems including, without limitation:
 - i. Patched and current operating systems and applications – Seller shall subscribe to and apply the vendor's updates;
 - ii. Anti-malware – Seller devices shall have up-to-date anti-virus protection running with the latest signature files;

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- iii. Software firewall – Seller shall use an up-to-date version of a software firewall configured to limit ports/protocols to only those necessary (such software firewalls are required even when a local hardware firewall or enterprise firewall is used);
- iv. Access Controls – Seller shall use an account/password or token/PIN to access or unlock computing devices; and
- v. Encryption - Whole disk or file/folder encryption shall be used to protect Materials that are being stored locally on the Seller's mobile devices.

c) Export Control.

- i. In order to comply with applicable U.S. and/or international export control statutes and regulations, Textron Systems may be required to obtain information concerning identity and citizenship, including dual or third country national status, if applicable, or place of birth of Seller Personnel with Electronic Access. Where access is granted, Seller shall be responsible for obtaining all export authorizations required, including where applicable, export authorizations for related Seller Personnel. If related to Electronic Access export authorization(s) are required to allow such Seller Personnel to perform the work to which he or she is assigned, Seller must obtain such authorizations and Seller shall comply with any additional export control restrictions as required by applicable U.S. export control statutes and regulations.
- ii. TECHNICAL DATA AND SOFTWARE ACCESSED FROM TEXTRON SYSTEMS ELECTRONIC SYSTEMS MAY BE SUBJECT TO UNITED STATES GOVERNMENT OR OTHER INTERNATIONAL EXPORT CONTROL REGULATIONS IN ACCORDANCE WITH THE DEPARTMENT OF STATE, INTERNATIONAL TRAFFIC IN ARMS REGULATIONS ("ITAR"), OR DEPARTMENT OF COMMERCE, EXPORT ADMINISTRATION REGULATION ("EAR"), AND MAY NOT BE EXPORTED, RELEASED OR DISCLOSED TO FOREIGN PERSONS, WHETHER LOCATED INSIDE OR OUTSIDE THE U.S. WITHOUT PRIOR APPROVAL FROM THE U.S. GOVERNMENT. VIOLATIONS OF EXPORT LAWS INVOKE SEVERE FINES AND PENALTIES FOR BOTH INDIVIDUALS AND THE COMPANIES THEY REPRESENT.

6. Seller Security Controls.

Seller shall implement and maintain reasonable controls to prevent any Unauthorized Use, Security Breaches, or loss of Materials. Without limiting the foregoing, Seller shall:

- i. provide adequate security satisfactory to Textron Systems for Seller's information systems and devices; and
 - ii. perform background checks on Seller Personnel in accordance with the terms herein or terms as indicated within the Statement of Work (and any relevant terms included in a Contract) and provide Textron Systems details on the extent of the background check process and criteria, including any change or variation to such process or criteria due to restrictions imposed by applicable laws;
 - iii. provide Seller Personnel with current and relevant security education with respect to their obligations hereunder; and
 - iv. abide by any nondisclosure agreements between the parties, including using at least the same effort that Seller uses to protect own proprietary and confidential information, and in no event less than a reasonable amount of effort, to enforce Seller's obligations under this Section 6 against current and former employees.
- a) If Controlled Unclassified Information (CUI) and/or Covered Defense Information (CDI), as defined by DFARS clause 252.204-7012, is stored, processed, or transmitted using Seller's information systems or provided cloud services, Seller hereby attests to its understanding of and compliance with the requirements contained within DFARS clause 252.204-7012.

7. Information Security Assessments.

- a) Within thirty (30) days of the effective date of the Contract, Seller shall (i) complete any requested Textron Systems Cybersecurity Questionnaire ("CSQ"); and (ii) authorize Textron Systems to review any CSQ completed by Seller.

- b) Seller grants Textron Systems, and its authorized representatives, permission to view all books, reports, records, procedures, and information related to or about the Seller Information Systems, at any time during the term of the Contract and with reasonable advance notice, in order to assess Seller's compliance with these Terms ("Assessment"), including Seller's implementation and maintenance of security controls no less comprehensive than the either of the latest two versions of the CIS Controls for Effective Cyber Defense as found at <https://www.cisecurity.org/>.
- c) If Textron Systems (i) determines in connection with any Assessment that a material vulnerability exists in the Seller Facilities or the Seller Systems or that Seller has otherwise failed to perform any of its obligations under these Terms; and (ii) notifies Seller in writing of such vulnerability or Seller's breach of these Terms, then Seller shall promptly develop a corrective action plan. Any such corrective action plan shall be created in cooperation with Textron Systems and is subject to Textron Systems' written approval. Seller shall implement the corrective action plan at its sole expense.

8. Prohibited Use.

Seller shall not, unless authorized in writing by Textron Systems:

- a) export or save any Materials from the Information Systems except as necessary to support the work to be performed under this Contract;
- b) make any derivative uses of the Information Systems or the Materials except in support of the work to be performed under this Contract;
- c) in any manner transfer any computing application or Textron Systems Materials to an external system;
- d) use any data mining, robots, or similar data gathering and extraction methods;
- e) use any frame or framing techniques to enclose any Materials found on the Information Systems;
- f) through reverse engineering, decompiling, or disassembling any portion of the Access Controls, access or attempt to access any unauthorized Materials or restricted portions of the Information Systems, or remove any restrictive markings; or
- g) access the Information Systems through any mechanism other than the authorized Access Controls.

9. Security Breach Notification.

- a) Seller hereby represents, warrants, and covenants that it is and shall remain in compliance with all applicable laws that require notification of Security Breach.
- b) If Seller discovers or is notified of a Security Breach, Seller shall immediately:
 - i. cease access to any Materials that are the subject of the Security Breach and shall not review any unauthorized Materials; and
 - ii. notify Textron Systems of such Security Breach and notify Textron Systems of the Materials involved.
- c) If Textron Systems' Materials were in the possession of Seller when Seller discovers or is notified of a Security Breach, Seller shall:
 - i. investigate and take reasonable steps to cure the Security Breach;
 - ii. except with respect to a Security Breach caused by Textron Systems, provide Textron Systems with assurance satisfactory to Textron Systems that such Security Breach will not recur;
 - iii. take any other reasonable steps determined by and provided in writing by Textron Systems related to the incident; and
 - iv. assist Textron Systems in investigating, remedying, and taking any other action Textron Systems reasonably deems necessary to address such Security Breach, including related to any dispute, inquiry, or claim related to such Security Breach.
- d) Seller shall make the notification required in this Section 9 by immediately complying with the notice requirements in the Contract, and sending an email message to csm@textronsystems.com (or any other address specified in writing by Textron Systems) setting forth the information required in this Section 9. The Seller shall copy the Textron Systems procurement agent on all related email notifications.
- e) In addition to any other rights and obligations set forth in a relevant Contract, Seller agrees to permit Textron Systems to review its security control procedures and practices via physical or

Electronic Access by Textron Systems, including access to Seller facilities in which Seller Systems controlled by Seller are located, as well as any and all premises where maintenance, storage, or backup activities are performed.

10. Indemnification, Disclaimer, and Exclusion of Liability.

- a) Seller shall indemnify, defend, and hold harmless Textron Systems and its respective officers, directors, shareholders employees, subcontractors, agents, suppliers and assignees (collectively, the “Indemnified Parties”) from and against any and all third-party liabilities, obligations, losses, claims, damages, costs, charges, and other expenses of any kind (including, without limitation, reasonable attorneys’ fees and legal expenses) that arise out of or relate to (a) any failure by Seller or any of its subcontractors, or any Seller Personnel, to comply with any obligation under these Terms or (b) the breach of any representation and warranty herein. Textron Systems may, in its sole discretion, participate in the defense and settlement of any claim for which it is entitled to indemnification hereunder, using attorneys selected by Textron Systems, at Seller's expense.
- b) SELLER HEREBY WAIVES, RELEASES AND RENOUNCES ALL WARRANTIES, OBLIGATIONS AND LIABILITIES OF TEXTRON SYSTEMS AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES AGAINST TEXTRON SYSTEMS, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE INFORMATION SYSTEMS, ELECTRONIC ACCESS, ACCESS CONTROLS, MATERIALS AND ANY INFORMATION, GOODS, SERVICES, OR OTHER THINGS PROVIDED PURSUANT TO THIS AGREEMENT. THE INFORMATION SYSTEMS, ELECTRONIC ACCESS, ACCESS CONTROLS, AND MATERIAL ARE PROVIDED ON AN "AS IS" AND “AS AVAILABLE” BASIS AND TEXTRON SYSTEMS MAKES NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS OR ACCURACY THEREOF. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER (AND SELLER’S SUBSIDIARIES AND AFFILIATES, IF ANY) HEREBY WAIVE, RELEASE AND RENOUNCE ALL WARRANTIES, OBLIGATIONS AND LIABILITIES OF TEXTRON SYSTEMS AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES AGAINST TEXTRON SYSTEMS, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE INFORMATION SYSTEMS, ELECTRONIC ACCESS, ACCESS CONTROLS AND MATERIALS, EVEN IF TEXTRON SYSTEMS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY DAMAGES, INCLUDING WITHOUT LIMITATION: (A) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, (C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF TEXTRON SYSTEMS, AND (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY PROPERTY BELONGING TO SELLER OR SELLER PERSONNEL.
- c) TEXTRON SYSTEMS SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF TEXTRON SYSTEMS), OR OTHERWISE, FOR LOSS OF USE, REVENUE OR PROFIT OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO THE INFORMATION SYSTEMS, ELECTRONIC ACCESS, ACCESS CONTROLS, MATERIALS AND ANY INFORMATION, GOODS, SERVICES, OR OTHER THINGS PROVIDED PURSUANT TO THIS AGREEMENT. THIS PROVISION SHALL SURVIVE TERMINATION OR CANCELLATION OF THIS AGREEMENT.
- d) For the purpose of this Section 10, “Textron Systems” includes Textron Systems Corporation, its divisions, subsidiaries, the assignees of each, subcontractors, suppliers and affiliates, and their respective directors, officers, employees and agents.