

## L3HARRIS TECHNOLOGIES, INC.

## STANDARD GENERAL PROVISIONS FOR FIXED PRICE CONSTRUCTION PURCHASE ORDERS

**1. DEFINITIONS:**

As used throughout this Contract, the following terms shall have the meanings set forth below:

(a) "Agreement," "Contract," and "Contract Documents" mean the purchase order which incorporates these General Provisions, the statement of work, specifications, drawings and other documents incorporated by or referenced in the schedule or the purchase agreement or these General Provisions and all specifications, drawings, and other documents referenced in any portion of the Contract set forth herein.

(b) "Contract Sum" means the total amount payable by L3Harris to Contractor for performance of the Work under the Contract Documents and includes all applicable federal, state, and local taxes, duties, and fees.

(c) "Change Order," "Amendment," "Notification of Change," or "Modification," means a formal written order authorizing an addition, deletion or revision in the work, and/or an adjustment in the Contract price or time, issued on or after the effective date of the Agreement and signed by the Contractor and the L3Harris Representative.

(d) "Claim" as used in this Contract means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment in a certain sum, the adjustment or interpretation of Contract terms or other allowable relief arising under this Contract. A voucher, invoice or other routine request for payment that is not in dispute when submitted is not a Claim under this Contract. The submission may be converted to a Claim under this Contract by complying with any submissions required, if there is a dispute either as to liability or amount.

(e) "Contractor" or "Seller" means the individual, partnership, corporation, association, or entity with whom L3Harris is contracting to perform the work hereunder.

(f) "L3Harris" or "Buyer" shall mean L3Harris Technologies, Inc., a corporation organized and existing under the laws of the state of Delaware, and all of its subsidiaries and affiliates

(g) "L3Harris or "Buyer Representative" means the designated person authorized by the Contract to manage the scope and resources of the Project.

(h) "Project" means the total construction required under this Contract.

(i) "Site" shall mean the area of performance of this Contract.

(j) "Subcontractor" means only those having a direct contract with the Contractor for performance of work hereunder. The term shall include one who furnished material worked to a special design according to the plans or specifications of this work, but shall not include one who also furnished material not so worked.

(k) "Substantial Completion of Work" is the date when the construction is sufficiently complete, in accordance with the Contract Documents, such that L3Harris can fully occupy or utilize the Work and the Project as intended.

(l) "Work" means all of the design and construction which Contractor is required to perform under the Contract Documents or can be reasonably inferred from the Contract Documents and includes all labor, tools, construction means, construction equipment, materials, water, heat, air conditioning, utilities, transportation and everything reasonably necessary or proper to complete the design and construction of the Project.

(m) "Work Directive Change" means a written directive authorized and issued by L3Harris' representative in the absence of a total agreement on the change order terms and/or prior to the preparation and execution of a formal Change Order, ordering an addition, deletion or revision of the work, or responding to unforeseen physical conditions under which the

work is to be performed or to emergencies. A Work Directive Change may not change the Contract price or time, but is evidence that the parties expect that the Work Directive Change will be incorporated into a subsequently issued Change Order following negotiations by the parties on the Contract price and/or time.

**2. SCOPE OF GENERAL PROVISIONS:**

(a) Entire Agreement. Upon acceptance or partial performance of this Agreement, the Contractor agrees to the following terms and conditions and further agrees that this Contract constitutes the entire agreement between the parties with respect to its subject matter and to all transactions related thereto, and supersedes all proposals, oral or written, all negotiations, and all other communications, prior or contemporaneous thereto, between the parties with respect to such subject matter or such transactions including, without limitation, any prior or contemporaneous course of dealing, usage of trade or course of performance. The parties acknowledge and agree that entering into this transaction they have not relied upon any representations other than those explicitly set forth in this Contract and each party acknowledges and agrees that the representatives or agents of the other party cannot make any warranties or representations not specifically included within the written provisions of this Contract. Any term or condition which is, or may be, asserted as material by any party, and which is not expressly stated in this Contract, shall not be within this Contract or binding on the parties hereto. Each party waives all defenses with regard to any such term and condition and no amendment to this Contract shall be valid and binding unless it has been signed by each party hereto.

(b) Acceptance. This Agreement may be accepted only by the Contractor's agreement to all the terms and conditions appearing herein or added as supplements hereto. Acceptance may be made by executing the acknowledgment copy attached hereto and returning it to L3Harris or by part performance hereunder, and any such acceptance shall constitute an unqualified agreement to the terms and conditions set forth herein unless otherwise modified in writing by both parties. No additional or different terms and conditions proposed by the Contractor in accepting this Agreement shall be binding upon L3Harris unless accepted in writing by L3Harris, and no other addition, alteration or modification to, and no waiver of any of the provisions herein contained shall be valid unless made in writing and executed by L3Harris and Contractor.

(c) The title and subheadings used in these General Provisions, as well as in other parts of the Contract Documents, are for convenience reference only and shall not be taken, or considered, as having any bearing on the interpretation of said Contract documents.

(d) Specific terms contained in the Contract Documents shall be taken to impart meaning with respect to matters therein and specifically set forth and shall not be construed as defining or limiting any general term or condition contained in the Contract Documents irrespective of the relative position of the terms in this Contract.

(e) Wherever in the specifications or upon the drawings the words directed, required, ordered, designated, prescribed or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the L3Harris Representative is intended, and similarly, the words approved, acceptable, satisfactory, or words of like import shall mean approved by, acceptable to, or satisfactory to such designated representative, unless otherwise expressly stated.

(f) All notices, orders, directions, determinations, requirements, consents, approvals, or ratifications under this Contract shall be in writing. No oral statement shall in any manner or degree modify or otherwise affect the terms of this Contract; and, except as otherwise therein provided, no charge shall be made for any extra work or material unless the same has been ordered in writing by L3Harris.

(g) The Contract Documents are complementary, and what is called for by any one clause shall be as binding as if called for by all. The intention of this document is to include all labor and materials, equipment, and transportation necessary for the proper and complete execution of the work.

### 3. SITE INVESTIGATIONS AND REPRESENTATIONS:

(a) The Contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, river stages, ground water, or similar physical conditions at the Site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters upon which information is reasonably obtainable and which can in any way affect the Work or the cost thereof under this Contract.

(b) The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the Site, including all exploratory work done by L3Harris as well as from information presented by the drawings and specifications made a part of this Contract.

(c) Failure by the Contractor to take the actions described or acknowledged by this paragraph or to acquaint himself with all available information shall not relieve him of responsibility for successfully performing the work. L3Harris assumes no responsibility for any understanding or representations made by any of L3Harris' officers or agents during or prior to the execution of this Contract, unless: (i) such understanding or representations are expressly stated in the Contract or authorized by a L3Harris designated procurement representative in writing, and (ii) the Contract expressly provides that the responsibility therefor is assumed by L3Harris.

(d) Where alterations of and/or additions to existing construction are required under this Contract, the Contractor shall verify all dimensions and determine all existing conditions which may affect his work and shall be responsible for the accuracy of such dimensions and determinations.

(e) L3Harris may undertake or award other contracts for additional work and the Contractor shall fully cooperate with such other Contractors and L3Harris employees and shall not permit any act which will interfere with performance of work by any other Contractor or by L3Harris employees.

(f) The parties acknowledge and agree that Contractor has represented that it has the requisite expertise to undertake the performance of the work contemplated by this Contract, and that L3Harris, in reliance on such representations, has entered into this Contract.

### 4. CHANGES IN THE WORK:

(a) L3Harris may, at any time, by written order signed by the L3Harris Representative, and without notice to sureties, if any, make changes within the general scope of this Contract in the services to be performed.

(b) Without invalidating the Agreement, L3Harris may order changes in the work after the execution of the Contract; these will be authorized by a Change Order or a Work Directive Change.

(c) If any change causes a variation in the Contract price and/or time, an equitable adjustment shall be made in the Contract price, the delivery schedule, or both, and the Agreement shall be modified accordingly.

(d) The Contractor must assert its right to an adjustment under this clause within fifteen (15) days from receipt of the written order. Pending such adjustment, the Contractor shall proceed in accordance with such Change Order or Work Directive Change. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

(e) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, L3Harris shall have the right to prescribe the manner of the disposition of the property.

(f) The Contractor's proposal in response to L3Harris' directed changes shall be supported by labor hour estimates, labor rates and material prices, together with vouchers.

(g) Pending the resolution of the Contractor's proposal or Claim for equitable adjustment, the Contractor shall proceed in accordance with the direction of L3Harris.

(h) L3Harris shall not be liable for any cost or fee that result from the Contractor's implementation of changes or modifications without the prior written authorization of the L3Harris Representative.

(i) In giving instructions, the L3Harris Representative shall have the authority to make minor changes in the work, not involving extra cost and not inconsistent with the purposes of the building. Except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from L3Harris stating that L3Harris authorized the extra work or change. No Claim for an addition to the Contract price shall be valid unless so ordered.

(j) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

### 5. PAYMENTS:

(a) Payment shall be made in accordance with the purchase order. L3Harris shall pay the Contract Sum as provided in the Contract.

(b) Lien Waivers.

(1) Commencing with the Contractor's first request for payment, and with each subsequent request for payment, the Contractor will submit Conditional Lien Waivers (defined herein) to L3Harris covering the Contractor's Work for which the Contractor is seeking reimbursement. Commencing with the second request for payment and all subsequent payment requests, the Contractor will submit to L3Harris: (a) Unconditional Lien Waivers (as defined herein) covering the Contractor's Work for which the Contractor received payment on its immediately preceding request; and (b) Conditional Lien Waivers covering the Contractor's Work for which the Contractor is seeking reimbursement on the current request for payment. If the specified lien waivers are not provided as required, the request for payment will not be processed until all required lien waivers are received by L3Harris.

(2) "Conditional Lien Waiver" means a lien waiver from the applicable party, originally signed by that party, in a form that has been approved by L3Harris which waives all rights of the signatory to any claim for any mechanics, materialmen or other lien, or any other title retention claim for that party, or for any party who may claim any such right as a result of any contractual or other agreement pertaining to the Work or the Project, conditioned only upon receipt of payment of the specified amount due to that party.

(3) "Unconditional Lien Waiver" means a lien waiver from the applicable party, originally signed by that party in a form that has been approved by L3Harris, but which waives all rights of the signatory to any claim for any mechanics, materialmen, or other lien, or any other title retention claim for that party, or for any party who may claim such right as a result of any contractual or other agreement pertaining to the Work or the Project, recognizing its receipt of payment for the amounts identified therein.

(c) L3Harris shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by L3Harris, on estimates of work accomplished which meet the standards of quality established under the Contract, as approved by L3Harris. In preparing estimates, the Contractor may take into consideration the material delivered on the Site and preparatory work done.

(d) The Contractor's request for progress payments shall include: (i) an itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested; (ii) a listing of the amount included for work performed by each subcontractor under the Contract; (iii) a listing of the total amount of each subcontract under the Contract; (iv) a listing of the amounts previously paid to each subcontractor under the Contract; and (v) additional supporting data in the form and detail required by L3Harris. Such payments shall be subject to reduction for

overpayments or increase for underpayments on preceding payments to the Contractor.

(e) In making such progress payments there shall be retained ten (10) percent of the estimated amount until final completion and acceptance of all work covered by the Contract; provided, however, that L3Harris, at any time after fifty (50) percent of the work has been completed, if it finds that satisfactory progress is being made, may reduce the amount of retainage or make any of the remaining partial payments in full; and, provided further, that on completion and acceptance of each building, or other division of the Contract, on which the price is stated separately in the Contract, payment may be made in full, including retained percentage thereon, less authorized deductions for incomplete or defective work.

(f) L3Harris shall make such progress payments within sixty (60) days of receipt of the Contractor's request, subject to reduction for overpayments or increase for underpayments on preceding payments to the Contractor.

(g) All material and work covered by progress payments made shall thereupon become the sole property of L3Harris; but this provision shall not be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged or destroyed work or as a waiver of the right of L3Harris to require the fulfillment of all of the terms of the Contract. Risk of loss shall only be assumed by L3Harris upon final acceptance or to the extent of beneficial occupancy.

(h) Upon completion and final acceptance of all work required hereunder, the amount due the Contractor under this Contract will be paid upon the presentation of a properly executed and duly certified voucher therefor, after the Contractor shall have furnished L3Harris with a final payment affidavit, as required under the provision of Paragraph (3)(d) of Section 713.06 of the Florida Statutes, in effect on the date of this Contract. If the Contractor's Claim to amounts payable under the Contract has been assigned, a formal written release may be required of the assignee, at the option of L3Harris, prior to final payment.

(i) The Contractor may, if any Subcontractor, materialman, supplier, or other persons claiming or entitled at law to make a Claim under this Contract refuses to furnish a release or receipt in full, Contractor shall furnish a bond satisfactory to L3Harris, to indemnify L3Harris against any lien. If any lien shall remain unsatisfied after L3Harris shall have made all payments required under the terms hereof, the Contractor shall refund to L3Harris all monies that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

(j) The obligation of L3Harris to make the payments required under the provisions of this Contract shall, in the discretion of L3Harris, be subject to (i) reasonable deductions on amount of defects in material or workmanship, and (ii) any Claims which L3Harris may have against the Contractor. Each payment made shall be subject to reduction to the extent of amounts which are found by L3Harris, L3Harris's Customer, or Contractor not to have been properly payable. Contractor shall promptly notify L3Harris of any overpayments and remit the overpayment amount to Buyer along with a description of the overpayment, including the circumstances of the overpayment, affected Order and delivery order number if applicable, and affected Order line item or subline item if applicable. L3Harris, and any affiliate of L3Harris, may withhold, deduct, and/or setoff all money due, or which may become due, from L3Harris or any affiliate of L3Harris, arising out of Contractor's performance under this Order or any other transaction L3Harris and its affiliates may have with Contractor.

(k) L3Harris may withhold or cause to be withheld from the Contractor under this contract the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract.

(l) L3Harris may decline to authorize payment and may withhold authorization, in whole or in part, to the extent necessary to reasonably protect L3Harris. L3Harris shall be entitled at all times and without notice to any surety, to set off any amount owing at any time from Contractor to L3Harris against any amounts payable at any time to L3Harris.

6. **WITHHOLDING OF FUNDS:** L3Harris or L3Harris' Customer may, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. **BONDS:**

(a) In the event this Contract exceeds \$25,000 the following provisions apply:

(1) **Payment Bonds.** The Contractor shall furnish a payment bond with good and sufficient surety or sureties in a form acceptable to L3Harris for the protection of persons furnishing material or labor in connection with the performance of the work under this Contract. The penal sum of such payment bond shall be one hundred (100) percent of the Contract price.

(2) **Performance Bonds.** The Contractor shall furnish a performance bond with good and sufficient surety or sureties in a form acceptable to L3Harris in connection with the performance of the Contract work. The penal sum of the performance bond shall be one hundred (100) percent of the Contract price.

(3) **Date of Bonds.** Bonds required hereunder shall be dated as of the same date as the Contract and shall be furnished by the Contractor to L3Harris at the same time of execution of the Contract and prior to beginning any work.

(4) **Additional Bond Security.** If any surety upon any bond furnished in connection with this Contract is unacceptable to L3Harris, the Contractor shall promptly furnish such other security as shall be acceptable to L3Harris to protect the interests of L3Harris and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

(5) Any surety furnishing a bond hereunder shall be bound by the terms of the Contract.

(6) The Contractor is responsible for securing required bonds for this Contract and riders thereto.

(7) In the event any changes, alterations, modifications, or amendments are made from time to time to this Contract or plans or specifications subsequent to the date of bonds furnished hereunder, the Contractor shall secure from the surety a bond rider to the effect that the surety waives notice and right of discharge by reason of such action.

(8) Bonds will also contain a provision to the effect that if the Contractor fails to give the surety notice of changes, alterations, modifications or amendments to this Contract, the surety will not be released of liability under existing bonds or any riders issued thereto. L3Harris shall have the right to withhold any payments due to the Contractor hereunder until such time as the Contractor secures the bonds required or riders thereto and the same have been approved by L3Harris.

(b) In the event this Contract is \$25,000 or less or the bond is specifically waived by L3Harris, the following provision applies:

(1) In consideration of the waiver of the bond requirement, Contractor for itself and its Subcontractors, material suppliers and employees, hereby expressly waives the right to file any lien or Claim against the premises; and further, that if in violation thereof, there shall be any lien, or other Claim for monies



due or to become due for which if established, L3Harris might be liable, and which would be chargeable to the Contractor, Contractor shall immediately satisfy or bond the same, or L3Harris shall have the right to bond said lien or Claim or otherwise discharge the same and to retain out of any payment then due or thereafter to become due, an amount sufficient to completely indemnify L3Harris against such lien or other Claim, with interest, together with the expense incident to discharging such lien or Claim or defending suit to enforce such lien or other Claim, including any premiums charged for a bond and any attorneys' fees and disbursements, all of which the Contractor agrees to pay.

## **8. SPECIFICATIONS AND DRAWINGS:**

(a) The Contractor shall keep on the Site a copy of the drawings and specifications and shall at all times give L3Harris access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between drawings and specifications, the specifications shall govern. In any case of discrepancy either in the drawings or in the specifications, the matter shall be promptly submitted to the L3Harris Representative, who shall promptly make a determination in writing. Any adjustment by the Contractor without this written determination shall be at the Contractor's own risk and expense. L3Harris shall furnish from time to time such detail drawings and other information as may be considered necessary, unless otherwise provided.

(b) Omission and Misdescriptions. Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details or work, but they shall be performed as if fully and correctly set forth and described in the drawings and specifications after notifying a L3Harris authorized representative of such omission or misdescription.

(c) Checking of Drawings and Dimensions. The Contractor shall check all drawings furnished him immediately upon their receipt and shall promptly notify L3Harris in writing of any discrepancies. Figures marked on drawings shall, in general, be followed in preference to scale measurements. Large-scale drawings shall, in general, govern small-scale drawings. The Contractor shall compare all drawings and verify the figures before laying out the work, and will be responsible for any errors which might have been avoided thereby. When measurements are affected by conditions already established, the Contractor shall take measurements notwithstanding the giving of scale or figure dimensions in the drawings.

(d) Deviations. Deviations from the drawings and the dimensions therein given, whether or not an error is believed to exist, shall be made only after written authority is obtained from L3Harris.

(e) Base Lines and Grades. The Contractor shall lay out its work from L3Harris established lines and benchmarks indicated on the drawings or established by L3Harris, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by L3Harris. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by L3Harris until authorized to remove them. If such marks are destroyed by the Contractor or through the Contractor's negligence before their removal is authorized, L3Harris may replace them and deduct the expense of the replacement from any amount due or to become due to the Contractor.

(f) Special Shop Drawings. Whenever required by the specifications, the Contractor shall make special or detailed shop drawings in amplification of the drawings referred to in this Contract, or in furtherance of the specifications, before proceeding with the work. Such drawings shall be submitted to L3Harris in duplicate, and in such format as L3Harris may prescribe. Such drawings shall (i) reflect the Contract number, (ii) show in detail the proposed fabrication and assembly of structural elements, and (iii) in detail show the installation (i.e., form, fit, and attachment details) of materials of equipment. Such drawings shall include such diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and

similar materials furnished by the Contractor to completely explain in detail the specific portion of work required by this Contract.

(g) It is understood that all special shop drawings shall be reviewed by the Contractor prior to submitting, in duplicate to L3Harris for approval, for accuracy, completeness, and compliance with Contract requirements and shall indicate the Contractor's approval on each drawing as evidence of such coordination and review. Any drawings submitted to L3Harris without evidence of the Contractor's approval shall be returned for resubmission. L3Harris will indicate an approval or disapproval of the shop drawings and, if not approved as submitted, shall indicate L3Harris' reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by L3Harris shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, or from responsibility for complying with the requirements of this Contract.

(h) It is further understood that the approval by L3Harris of the Contractor's drawings, whether general or detailed, is a general approval relating only to their sufficiency and compliance with the intention of the Contract and shall not excuse or constitute a waiver of errors, discrepancies, or omissions, or of detailed requirements. When a drawing has been approved the Contractor shall furnish L3Harris with four (4) additional prints with the tracing or a reproducible print. If a tracing is submitted, L3Harris will make such prints as are required and will return the tracing to the Contractor. All drawings shall become the property of L3Harris, and L3Harris shall be entitled, without further payment or liability to the Contractor and without further permission, to use such drawings and to reproduce them; provided, however, the use of such drawings shall not imply a license to L3Harris under any patent and shall not be construed as affecting the scope of any license otherwise granted to L3Harris under any patent.

(i) The Contractor shall furnish to L3Harris four (4) complete sets of certified shop drawings, a complete list of materials to be used, fabrication and welding procedures, specifications and any applicable standards, and shall receive L3Harris' written approval of the drawings or specifications, as noted, before starting fabrication. All required corrections shall be made and current shop drawings shall be submitted for approval prior to commencing fabrication.

(j) Approvals of shop drawings shall not relieve the Contractor from responsibility of producing completed and installed work in strict conformance with the drawings, specifications, Contractor's approved drawings and specifications, and applicable codes and regulations. L3Harris will not assume the responsibility for searching out deviations in the Contractor's shop drawings and specifications.

(k) Upon completion of the work, one print of each of the drawings accompanying this specification and any drawings subsequently issued in accordance with the stipulations heretofore set forth shall be neatly and clearly marked to show all variations between the construction actually provided and that indicated or specified by the Contract Documents, and shall be delivered to L3Harris. Where a choice of material, equipment and/or methods is permitted herein, or where variations in the scope or character of the work from that indicated or specified is permitted by subsequent change to the Contract, such choices or variations shall be reflected by the "as-built" drawings. The representations and such supplementary notes, legends, and details as may be necessary for legibility and clear portrayal on the as-built construction prints shall be subject to approval by L3Harris before final acceptance of the facility.

**9. SUPERSEDING SPECIFICATIONS:** All references to any L3Harris specification incorporated herein to other specifications shall be deemed to include all specifications supplementary to or superseding the specifications so inferred to, to the extent that such supplementary or superseding specifications are in effect on the date of Contractor's quotation, if the Contractor was furnished or otherwise notified of the existence of such supplementary or superseding specification at the time of said quotation.

## **10. SUPERINTENDENCE AND ORGANIZATION:**

(a) The Contractor shall keep on the Site a competent superintendent and any necessary assistants, with legal authority to represent and bind the Contractor, all satisfactory to L3Harris. The superintendent shall give efficient and sufficient supervision to the work, using his or her best skill and attention. The superintendent shall be responsible for all construction

means, methods, techniques, sequences, and procedures for coordinating all portions of the Work. The superintendent shall carefully study and compare all drawings, specifications and other instructions and shall at once report to L3Harris any error, inconsistency or omission which may be discovered.

(b) The Contractor shall submit to L3Harris, when the Contract is executed, a chart showing the general executive and administrative organization, the personnel to be employed in connection with the work under this Contract, and their respective duties. The Contractor shall keep the data current by supplementing the data as needed.

(c) If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable for the performance of this Contract. All multiple entity Contractors shall submit the documents reflecting each entities rights, obligations and authority in the performance of this Contract. The existence of a multiple legal entity Contractor shall not relieve the Contractor from providing a person or persons, during hours of performance of work at the work Site, who has authority to represent and bind all legal entities, herein entitled Contractor.

(d) Contractor shall hold weekly meetings at the Site at which time progress of work shall be reported in detail with reference to a schedule. Each interested Subcontractor shall be required to have present a competent representative to report the condition of his branch of the work and to receive instructions. Minutes of these meetings shall be taken by Contractor who shall type and distribute them to the meeting attendees and other interested parties at the subsequent weekly meetings.

#### **11. MATERIAL AND WORKMANSHIP:**

(a) Articles, materials and equipment to be incorporated into the work shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically authorized in writing by L3Harris.

(b) Materials or equipment designated on the drawings or in these specifications by manufacturers' trade name or catalog number represents the type and quality required. The Contractor may offer comparable items and, if approved by L3Harris in writing, such items may be used in the work. If no substitute is offered, it is understood that only the specified material will be used. Approvals of substitutions will not relieve the Contractor of the responsibility for adequate fulfillment of the various parts of the work or from specified guarantees and maintenance.

(c) Unless waived in writing by L3Harris, any tests or trials shall be made in the presence of a duly authorized inspector of L3Harris. When the presence of the inspector is waived, sworn statements, in triplicate, of the test made and the results thereof shall be furnished to L3Harris by the Contractor immediately after the tests are made.

(d) L3Harris may engage, at its expense, services of testing laboratories to verify Contractor's compliance with the specifications and drawings.

(e) All materials, supplies, and articles furnished shall, wherever practicable, be the standard products of recognized, reputable manufacturers in the trade. Reference in these specifications to a particular product is given for descriptive purposes only unless otherwise specifically stated. The standard products of manufacturers other than specified will be accepted when it is proved to the satisfaction of L3Harris that they are equal in strength, durability and usefulness, and equally serviceable for the purpose for which they are intended and do not require a major revision in design in order to permit their use. Any changes required in the details and dimensions indicated on the drawings, for the substitution of standard products, other than those provided for, shall be properly made as approved by L3Harris and at the expense of the Contractor.

(f) All work under this Contract shall be performed in a skillful and workmanlike manner. L3Harris may require, in writing, that the Contractor remove from the Work any employee L3Harris deems incompetent, careless or otherwise objectionable.

#### **12. BUY AMERICAN - CONSTRUCTION MATERIALS:**

(a) The Contractor shall use only domestic construction materials, including unmanufactured construction material mined or produced in the United States, in the performance of this Contract unless L3Harris determines an exception, as set forth in paragraph (b), applies.

(b) When one of the following exceptions applies, L3Harris may allow the Contractor to acquire foreign construction materials without regard to the restrictions of the Buy American statute, and L3Harris must list the excepted material in the Contract:

(1) L3Harris determines that the applicable provisions of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest;

(2) L3Harris determines that a particular construction material is not mined, produced or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(3) L3Harris concludes that the cost of a domestic construction material is unreasonable.

#### **13. WARRANTY AND CORRECTION OF DEFECTS:**

(a) In addition to any other warranties in this Contract, the Contractor warrants that all work performed under this Contract conforms to the contract requirements and is free from defects of design, equipment, material, and workmanship.

(b) This warranty shall continue for a period of eighteen (18) months (1) year from date of final acceptance of the entire Work.

(c) The Contractor shall promptly remedy, at its own expense, any failure to conform or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to L3Harris-owned or controlled real or personal property, when that damage is the result of the Contractor's failure to conform to Contract requirements; or any defect of equipment, material, workmanship, or design furnished. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.

(d) L3Harris shall notify the contractor in writing, within a reasonable time after the discovery of any failure, defect or damage. If the Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, L3Harris shall have the right to replace, repair or otherwise remedy the failure, defect or damage at the Contractor's expense.

(e) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall:

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of L3Harris; and

(3) Enforce all warranties for the benefit of L3Harris.

(f) All Subcontractor warranties shall inure to the benefit of L3Harris and its assigns.

(g) This warranty shall not limit L3Harris' rights under the Inspection and Acceptance clause of this Contract with respect to latent defects, gross mistakes, or fraud.

(h) Neither final payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials, workmanship, or design (where design is the Contractor's responsibility) unless otherwise specified. The remedies provided for in this clause shall not be restrictive of, but shall be cumulative and in addition to all other remedies of L3Harris.

#### **14. INSPECTION AND ACCEPTANCE:**

(a) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the Work performed under the Contract conforms to contract requirements.

(b) Except as otherwise provided, all material, workmanship, manufacture and fabrication of components furnished by the

Contractor, its Subcontractors, and suppliers shall be subject to inspection, examination and test by L3Harris at reasonable times during manufacture or construction and at any and all places where such manufacture or construction is carried on. L3Harris may also inspect the plant or plants of the Contractor or any of its Subcontractors and suppliers engaged in the performance of this Contract.

(c) L3Harris shall have the right to reject defective material or workmanship or require its correction. Rejected workmanship shall be immediately corrected and rejected material shall be immediately replaced with proper material at the Contractor's expense. The Contractor shall promptly segregate and remove the rejected material from the premises. If the Contractor fails to proceed at once with the replacement of rejected material or the correction of defective workmanship, L3Harris may, at its sole discretion, (i) by Contract or otherwise, replace such material or correct such workmanship and charge to the Contractor the cost occasioned by L3Harris thereby; (ii) terminate this Contract for default, in accordance with the clause hereof titled "Termination for Default," in which case the Contractor and the surety shall be liable for any damage to the same extent as provided in the termination clause thereunder; or (iii) require a reduction in price which is equitable under the circumstances. L3Harris may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection necessary.

(d) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and materials reasonably needed for performing such safe and convenient inspections and tests that may be required by L3Harris. All inspections and tests by L3Harris shall be performed in such manner as not to unduly delay the work. L3Harris may charge to the Contractor any additional cost of inspection when materials and workmanship are not ready at the time specified for inspection. Any subsequent reinspection which is required due to Contractor failing initial testing or inspection shall be charged to the Contractor.

(e) Should it be considered necessary or advisable by L3Harris at any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall, upon request, promptly furnish all necessary facilities, labor and material. If such work is found to be defective or nonconforming in any material respect, due to the fault of the Contractor or its Subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. However, if such work is found to meet contract requirements, L3Harris shall make an equitable adjustment for the additional services involved in the examination and reconstruction including, if completion of the Work was thereby delayed, an extension of time.

(f) Nothing contained in this clause shall in any way restrict L3Harris' rights under the clause hereof entitled "Warranty and Correction of Defects." Acceptance shall be final and conclusive except for latent defects, fraud, or gross mistakes amounting to fraud.

#### **15. DIFFERING SITE CONDITIONS:**

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to L3Harris of:

(1) Subsurface or latent physical conditions at the Site which may differ materially from those intended in this Contract; or

(2) Unknown physical conditions at the Site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the Contract.

(b) L3Harris shall investigate the Site conditions promptly after receiving the notice. If the conditions do materially differ and cause an increase or decrease in the Contractor's cost of, or time required for, performing any part of the Work under this Contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the Contract modified in writing accordingly.

(c) No request for equitable adjustment to the Contract under this clause shall be allowed, unless the Contractor has given the required written notice. No request for equitable adjustment to the Contract for differing site conditions shall be allowed if made after final payment under this Contract.

#### **16. USE OF STRUCTURE BEFORE ACCEPTANCE:**

(a) L3Harris or any person duly authorized by L3Harris may, during the performance of the Work, enter the structure or construction area for the purpose of performing any necessary Work. In doing so, L3Harris shall endeavor not to interfere with the Contractor and the Contractor shall not interfere with other work being done by or on behalf of L3Harris.

(b) If, prior to completion and final acceptance of all the Work, L3Harris takes possession of any structure or portion thereof (whether completed or otherwise) with the intent of retaining possession thereof (as distinguished from temporary possession contemplating return to the Contractor), then while L3Harris is in possession the Contractor, notwithstanding any other provision herein, shall be relieved of the responsibility for loss or damage to the structure other than that resulting from the Contractor's fault or negligence. Such taking of possession by L3Harris shall not relieve the Contractor from any provisions of this Contract respecting such structure nor constitute a final acceptance of such structure.

#### **17. TERMINATION FOR DEFAULT:**

(a) If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, or to perform other requirements under this Contract, with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, or fails to complete the Work within such time, L3Harris may, by written notice to the Contractor, terminate the right to proceed with the Work (or such separable part of the Work) that has been delayed. In such event L3Harris may take over the Work and prosecute the same to completion, by Contract or otherwise, and L3Harris may take possession of and use any materials, appliances, and plant on the work Site necessary for completing the Work. The Contractor and his sureties shall be liable to L3Harris for any excess cost occasioned to L3Harris thereby, and for liquidated damages for delay, as fixed in the specifications or accompanying documents, until such reasonable time as may be required for the final completion of the work, or if liquidated damages are not so fixed, actual damages occasioned by such delay.

(b) No exercise by L3Harris of L3Harris' right to take over and terminate the Work, in whole or in part, shall operate as a waiver of any other of L3Harris' rights or prevent L3Harris from exercising such rights, and the right of L3Harris to so act is without prejudice to L3Harris' rights and without waiver of the liabilities and obligations of Contractor or any Subcontracts, as the case may be, nor shall such act impair the right of L3Harris to specific performance, injunction, any other equitable remedy, or right to money damages.

(c) If L3Harris does NOT terminate the right of the Contractor to proceed, as provided in Paragraph (a) above, the Contractor shall continue the Work, in which event he and his sureties shall be liable to L3Harris, in the amount set forth in the specifications, or accompanying documents, for fixed, agreed, liquidated damages for each calendar day of delay until the work is completed or accepted, or if liquidated damages are not so fixed, actual damages occasioned by such delay.

(d) The right of the Contractor to proceed shall not be terminated, as provided in Paragraph (a) above, nor the Contractor charged with liquidated or actual damages, as provided in Paragraph (b) above because of any delays in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to: (i) acts of God or of the public enemy, (ii) acts of the Government in its sovereign capacity, (iii) acts of another Contractor in the performance of a Contract with L3Harris, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) freight embargoes, (ix) unusually severe weather, or (x) delays of Subcontractors or suppliers due to such specified causes; provided, that the Contractor shall, within ten (10) days from the beginning of any such delay, notify L3Harris in writing of the specific cause of delay.

(e) L3Harris shall ascertain the facts and the event of delay. If L3Harris so determines the facts warrant such action, the time for completing the work may be extended. The findings of L3Harris shall be final and conclusive on the parties, but subject to appeal under the Disputes Clause.

(f) If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause or that the



delay was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause entitled "Termination for Convenience."

#### 18. TERMINATION FOR CONVENIENCE:

(a) L3Harris may terminate performance of work under this Contract in whole or in part if L3Harris determines that a termination is in L3Harris' interest. L3Harris shall terminate by delivering to the Contractor a "Notice of Termination" specifying the extent of termination and the effective date.

(b) After receipt of a "Notice of Termination" and except as directed by L3Harris, the Contractor shall immediately proceed with the following obligations, regardless of any delay, in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the notice;
- (2) Place no further Subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the Contract;
- (3) Terminate all Subcontracts to the extent they relate to the work terminated;
- (4) Assign, as directed by L3Harris, all right, title and interest of the Contractor under the Subcontracts terminated, in which case L3Harris shall have the right to settle or to pay any termination settlement proposal arising out of those terminations;
- (5) To the extent required by L3Harris, settle all outstanding liabilities and termination settlement proposals arising from the termination of Subcontracts;
- (6) As directed by L3Harris, transfer title and deliver to L3Harris (i) the fabricated or unfabricated parts, Work in process, completed Work, supplies, and other material produced or acquired for the Work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to L3Harris;
- (7) Complete performance of the Work not terminated;
- (8) Take any action that may be necessary, or that L3Harris may direct, for the protection and preservation of the property related to this Contract that is in the possession of the Contractor and in which L3Harris has or may acquire an interest.

(c) The Contractor shall submit to L3Harris a list, certified as to quantity and quality, of termination inventory.

(d) After termination, the Contractor shall submit a final termination settlement proposal to L3Harris in the form and with the certification prescribed by L3Harris. The Contractor shall submit the proposal promptly, but no later than ninety (90) days from the effective date of termination, unless extended in writing by L3Harris upon written request of the Contractor within this ninety (90) day period. However, if L3Harris determines that the facts justify it, a termination settlement proposal may be received and acted on after the ninety (90) days or any extension. If the Contractor fails to submit the proposal within the time allowed, L3Harris may determine on the basis of the information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(e) Subject to Paragraph (d) above, the Contractor and L3Harris may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this Paragraph (e) or Paragraph (f) below, may not exceed the total Contract price as reduced by (i) the amount of payments previously made, and (ii) the Contract price of work not terminated. The Contract shall be amended and the Contractor paid the agreed amount. Paragraph (f) below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(f) If the Contractor and L3Harris fail to agree on the whole amount to be paid to the Contractor because of the termination of work,

L3Harris shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under Paragraph (e) above:

(1) For Contract Work performed before the effective date of termination, the total (without duplication of any items) of:

(i) The cost of this performed work;

(ii) The cost of settling and paying termination settlement proposals under terminated Subcontracts that are properly chargeable to the terminated portion of the Contract if not included in Subdivision (1) above; and

(iii) A sum, as profit on Subdivision (1) above, in effect on the date of this Contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, L3Harris shall allow no profit under this Subdivision (f) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the Work terminated.

(3) Storage, transportation and other costs incurred, reasonably necessary for the preservation, protection or disposition of the termination inventory.

(g) Except to the extent that L3Harris expressly assumed the risk of loss, L3Harris shall exclude from the amounts payable to the Contractor under Paragraph (f) above, the fair value, as determined by L3Harris of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to L3Harris.

(h) In arriving at the amount due the Contractor under this clause, there shall be deducted:

(1) Payments to the Contractor under the terminated portion of this Contract; and

(2) Any Claim which L3Harris has against the Contractor under this Contract.

(i) If the termination is partial, the Contractor may file a proposal with L3Harris for an equitable adjustment of the continued portion of the Contract. Any proposal by the Contractor for an equitable adjustment under this Clause shall be requested within 90 days from the effective date of termination unless extended in writing by L3Harris.

(j) Unless otherwise provided in this Contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this Contract and provide a copy to L3Harris on final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this Contract. The Contractor shall make these records and documents available to L3Harris without charge. Photographs, microphotographs, or other authentic reproductions may be provided instead of original records and documents.

#### 19. RECORDS:

(a) Contractor shall maintain detailed, complete and accurate books, records, payment records (including all invoices for labor, materials, tools, services, permits, licenses, payroll documents, clock cards, employee checks, etc.), documents and other evidence satisfactory to L3Harris pertaining to Contractor time worked, and actual cost, expenses, payments for subcontracted services or materials, and allowances occurring in the performance of this Contract (collectively called "records"), so as to reflect Contractor net direct and indirect costs of labor, services and other costs and expenses of whatever nature. Such records shall also contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) (Construction Wage Rate Requirement statute)), daily and weekly number of hours worked, deductions made, and actual wages paid.

(b) As required by L3Harris, Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls containing such detail as required by L3Harris, including a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify

(1) That the payroll for the payroll period contains the information required to be maintained under this clause and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract

(c) All charges for labor shall be supported by daily time cards and/or invoices, or records, which may be audited by L3Harris as accumulated. Contractor shall preserve its records for a period of no less than four (4) years from the date of final payment or termination of any warranty or Item support under this Order, whichever is later. Contractor shall provide L3Harris, L3Harris' Customer, and regulatory authorities access to all facilities involved in the Contract and to all applicable records.

(d) L3Harris and L3Harris' Customer, including the Government and regulatory authorities, if L3Harris agrees with the customer's request to audit Contractor's records or L3Harris is otherwise obligated to grant the customer access to records, shall have the right to audit and reproduce Contractor's records including, but not limited to, Contractor's records: (a) in the event of cancellation, termination, or default; (b) in connection with any equitable adjustment request; (c) all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract; (d) where the terms of this Order, law and regulation, or applicable standard, including the AS9100, otherwise entitle L3Harris and/or its Customer to audit Contractor's records and/or facilities, including the records and/or facilities of Contractor's assignees or subcontractors, if any; (e) in connection with internal investigations of alleged violations of law including the U.S. Foreign Corrupt Practices Act; or (f) any type of litigation.

## **20. SUBCONTRACTORS:**

(a) The Contractor shall at all times select qualified vendors and Subcontractors for performance of all Subcontract work and the furnishing of materials and supplies. Prior to commencement of necessary procurement on a Subcontract basis L3Harris reserves the right to refuse or reject any Subcontractor or supply dealer. Nothing noted in any of Contractor's Subcontracts hereunder shall create any contractual relation between Contractor's Subcontractors or suppliers and L3Harris under this Contract.

(b) No subcontract shall be made by the Contractor for performing any Work herein contracted for, without the prior written approval of L3Harris. When required by Contract Documents, Contractor shall utilize the Subcontractors identified herein.

## **21. NOTICE OF LABOR DISPUTES:**

(a) The Contractor shall use best efforts to prevent and avoid labor disputes and other labor problems which may affect the Work. Whenever an actual or potential labor dispute is delaying or threatens to delay the performance of this Contract, the Contractor shall immediately give written notice thereof to L3Harris. Said notice shall contain all relevant information with respect to such dispute.

(b) The Contractor agrees to take any and all measures as appropriate to resolve any labor situation relative to or caused by Contractor's work that may negatively impact the timely execution of the Contractor's work or the work of any other contractor or Subcontractor employed by L3Harris at

the Site. Such measures shall include, but not be limited to, successful negotiations with any and all applicable labor unions.

(c) The Contractor shall be responsible for all associated costs with any efforts undertaken pursuant to Paragraph (b) and shall not be entitled to any relief in the agreed upon project schedule as a result of any such labor situation.

(d) The Contractor agrees to insert the substance of this clause in any subcontract hereunder as to which a labor dispute may delay the timely performance of this Contract, except that each such subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the Subcontractor shall immediately notify its next higher tier Subcontractor or L3Harris, as the case may be, of all relevant information concerning such dispute.

## **22. COMPLIANCE WITH LAWS AND REGULATIONS:**

(a) The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and building codes of the Federal, State and local governments bearing on the conduct of the Work as drawn and specified and shall, without additional expense to L3Harris, obtain all licenses and permits required for the prosecution of the Work and pay any and all taxes levied on the charges, use or possession of the equipment and services utilized herein. If the Contractor observes that there is ambiguity in the drawings, specifications, statutes, regulations, or building codes he shall promptly notify L3Harris in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the Work. If the Contractor performs any work contrary to the laws, ordinances, rules and regulations and without notice to L3Harris, the Contractor shall bear all compliance costs arising therefrom.

(b) Contractor's employees, when performing work hereunder, shall be subject to all applicable laws, rules, regulations and building codes of the Federal, State and local governments, including without limitation, applicable security and labor laws and regulations. It is agreed that employees supplied for the performance of the work hereunder by Contractor are not employees of L3Harris and are not entitled to L3Harris' employee benefits or privileges or any payments from L3Harris. Contractor shall pay the salaries and wages of said employees together with applicable taxes and any other expenses normally paid by an employer in connection with its employees in the state in which the Work will be performed.

(c) The Contractor certifies compliance that materials incorporated into the product comply with the laws regarding slavery and human trafficking of the country or countries in which they are doing business.

(d) The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(e) All employees of the Contractor and Subcontractors shall be subject to the applicable safety and security rules and regulations governing L3Harris employees while on L3Harris property.

## **23. WAGE RATE REQUIREMENTS (CONSTRUCTION):**

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the Contractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(1) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the



Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(2) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(3) The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Construction Wage Rate Requirements (Davis-Bacon Act) poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Construction Wage Rate Requirements statute have been met. The Secretary of Labor may require the Contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.

#### **24. APPRENTICES AND TRAINEES:**

(a) An apprentice will be permitted to work at less than the predetermined rate for the work they performed when they are employed

(1) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(2) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(b) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.

(c) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated this clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be

paid not less than the applicable wage rate on the wage determination for the work actually performed.

(d) Where Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(1) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(2) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(e) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(1) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(2) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(f) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

#### **25. L3HARRIS PROPERTY:**

This clause applies if L3Harris property is furnished to the Contractor under this Contract.

(a) L3Harris-furnished property

(1) L3Harris will deliver to the Contractor, for use in connection with and under the terms of the Contract, only

such L3Harris property as may be described in the Contract or specifications, together with such related data and information as may reasonably be required for the intended use of such property, hereinafter referred to as “L3Harris Property.”

(2) The delivery or performance dates for this Contract are based upon the expectation that L3Harris property is suitable for the intended use and will be delivered to the Contractor at the times stated in the Contract or, if not so stated, in sufficient time to enable the Contractor to meet required delivery or performance dates.

(3) In the event that L3Harris property is not delivered to the Contractor by the dates stated in the Contract, L3Harris shall, upon timely written request made by the Contractor, make a determination of the delay occasioned the Contractor and shall equitably adjust the Contract. In the event that L3Harris property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt thereof, immediately notify L3Harris of such fact and, as directed by L3Harris, either repair, modify, return, or otherwise dispose of the property at L3Harris’ expense. After completing the directed action and upon written request of the Contractor, L3Harris shall equitably adjust the Contract affected by the return or disposition, or the repair or modification of the property. This provision does not apply to property furnished “as is.” The foregoing provisions for adjustment are exclusive and L3Harris shall not be liable for breach of Contract by reason of any delays in delivery of L3Harris property or delivery of such property in a condition not suitable for its intended use to the Contractor.

(b) Change in L3Harris-furnished property

(1) L3Harris may by written notice, at any time, (i) increase or decrease the L3Harris property provided or to be provided under this Contract, (ii) substitute other L3Harris property for the property previously furnished, to be furnished, or to be acquired by the Contractor for L3Harris under this Contract; or (iii) withdraw authority to use property.

(2) Upon completion of any actions under Paragraph (1) above, upon the Contractor’s written request, L3Harris shall consider an equitable adjustment to the Contract.

(c) Title in L3Harris-furnished property

(1) L3Harris shall retain title to all property furnished under the provisions of this clause. All property furnished by L3Harris shall be segregated when not in the process of being made a part of the structure.

(2) Title to L3Harris property shall not be affected by its incorporation into or attachment to any property not owned by L3Harris, nor shall L3Harris property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities, special test equipment and special tooling (other than that subject to a special tooling clause) acquired by the Contractor for L3Harris under this Contract shall pass to and vest in L3Harris when its use in performing this Contract commences or when L3Harris has paid for it, whichever is earlier, whether or not title previously vested in L3Harris.

(4) If this Contract contains a provision directing the Contractor to purchase property and/or material for which L3Harris will reimburse the Contractor as a direct item of cost under this Contract:

(i) Title to material purchased from a vendor shall pass to and vest in L3Harris upon the vendor’s delivery of such material; and

(ii) Title to all other property shall pass and vest in L3Harris upon:

A. Issuance of the material for use in Contract performance;

B. Commencement of processing of the material or its use in Contract performance; or

C. Reimbursement of the cost of the material by L3Harris, whichever occurs first.

(d) Property administration

(1) The Contractor shall be responsible and accountable for all L3Harris property provided under this Contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection and preservation of L3Harris property, including creating and maintaining records of all L3Harris property accountable to the Contract.

(3) Upon receipt of L3Harris property from a source other than L3Harris, the Contractor shall forward to L3Harris a signed packing slip receipt, together with such other forms as may be required by L3Harris, evidencing that certain material has been received. These documents shall show the total amount of material received in any one shipment, the amount accepted, the amount rejected and the reason therefore, and such other information as L3Harris shall request.

(4) L3Harris and its designees shall have access to the premises in which any L3Harris property is located for the purpose of inspecting the L3Harris property

(e) Risk of loss. The Contractor shall be liable for loss or destruction of, or damage to, L3Harris property in Contractor’s possession or control for the utilization of the property in accordance with the provisions of this Contract. However, the Contractor is not responsible for reasonable wear and tear to L3Harris property or for L3Harris property properly consumed in performing this Contract. Contractor shall return all excess or returnable property in as good condition as when received, except for reasonable wear and tear.

(f) Equitable adjustment. When an equitable adjustment is specified under this clause, it shall be made in accordance with the procedures of the Changes clause. However, L3Harris shall not be liable for breach of contract for the following:

(1) Any delay in delivery of L3Harris property;

(2) Delivery of L3Harris property in a condition not suitable for its intended use;

(3) An increase, decrease or substitution of L3Harris property; or

(4) Failure to repair or replace L3Harris property for which L3Harris is responsible.

(g) L3Harris-furnished equipment. L3Harris may, during the course of this Contract, furnish equipment such as scaffolding, ladders, lifts, etc. (all of which are hereinafter referred to as “equipment”), for Contractor’s use in performing work hereunder. Equipment is furnished as a convenience to Contractor on an “as-is,” “where-is,” basis, and L3Harris assumes no liability for the condition of the equipment or for its suitability for use by Contractor in the performance of work hereunder. All equipment shall be returned to L3Harris in the same condition received, normal wear and tear excepted. In the event equipment is offered for the Contractor’s use, Contractor shall inspect equipment and determine, prior to use, that it is safe and satisfactory. Contractor shall return to L3Harris any equipment determined not to be safe, satisfactory or suitable for use in performing the work hereunder. Contractor shall be deemed to have conclusively determined that all equipment furnished is safe, satisfactory and suitable for the intended use. Contractor shall not commence work hereunder unless and until it shall have familiarized itself and its personnel in the proper use and safe operation of all equipment furnished. Thereafter, Contractor shall ensure that its personnel use and operate all equipment in a safe and proper manner.

(h) Final accounting and disposition of L3Harris Property. Upon completing the Contract, or at such earlier dates as may be fixed by L3Harris, the Contractor shall submit, in a form acceptable to L3Harris, inventory schedules covering all items of L3Harris property not consumed in the performance of this Contract or delivered to L3Harris. The Contractor shall prepare for shipment, delivery f.o.b. origin, or dispose of the L3Harris property as may be directed or authorized by L3Harris. The net proceeds of any such disposal shall be credited to the Contract price or shall be paid to L3Harris as L3Harris directs.

(i) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, L3Harris

(1) May abandon L3Harris property in place, at which time all obligations of L3Harris regarding such property shall cease; and

(2) L3Harris has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need or upon contract completion). However, if L3Harris furnished property is withdrawn or is unsuitable for its intended use or if other L3Harris property is substituted, then the equitable adjustment under paragraph (f) of this clause may properly include restoration or rehabilitation costs.

(j) Communication. All communications under this clause shall be in writing.

## 26. PATENT/INTELLECTUAL PROPERTY INDEMNITY:

(a) Contractor warrants that the 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. For Work delivered hereunder, Contractor shall be liable for, defend, indemnify and hold harmless L3Harris, and each subsequent purchaser or user thereof, from all loss or damage of any kind (including all costs and expenses including attorneys' fees) arising out of any and all allegations, actions, proceedings, claims, or awards for any infringement, misappropriation, or wrongful use suit or action, including, without limitation, any proceeding under 28 USC § 1498, alleging that manufacture, use or sale infringes any patent, trademark, copyright, trade secret, mask work right or other proprietary or intellectual property right (collectively "Infringement Claim(s)") in connection with any Work, software or data furnished hereunder, whether such are provided alone or in combination with other Items, software or processes. Contractor hereby agrees to defend any and all such actions, at Contractor's expense, if requested to do so by L3Harris. If, however, the Infringement Claim arises as a necessary consequence of Contractor's compliance with L3Harris's drawings and specification, which describe that aspect of the Work upon which the Infringement Claim is based, Contractor shall have no obligation to indemnify L3Harris.

(b) Contractor and L3Harris agree to notify each other in writing as soon as they become aware of a challenge of infringement or wrongful use in connection with any such Work, software or data furnished hereunder. Contractor, if required to indemnify L3Harris under this Article, shall promptly assume and diligently conduct the entire defense of such Infringement Claim at its own expense. L3Harris shall have the right to reasonably reject counsel selected by Contractor and the right to reject any settlement that would negatively impact L3Harris as determined solely by L3Harris. L3Harris shall have the right to participate with Contractor in determining the strategy to defend any such suit or action, and shall have the right, with the permission of the court, to intervene in any such Infringement Claim.

(c) Notwithstanding any of the above provisions, L3Harris shall have the further right, at its own election, to supersede Contractor in the defense of any such Infringement Claim and thereafter to assume and conduct the same according to L3Harris's sole discretion. Upon L3Harris's election, Contractor shall be released from its obligation to pay for attorneys' fees and court costs. Further, Contractor, if requested in writing by L3Harris, shall cooperate with L3Harris in L3Harris's defense of any alleged Infringement Claim.

(d) If the use or sale of Work, in respect to which Contractor indemnifies L3Harris, is enjoined as a result of such Infringement Claims, Contractor, at no expense to L3Harris, shall obtain for L3Harris and its

customers, the right to use and sell said Work or shall substitute equivalent Work acceptable to L3Harris and extend this patent indemnity with respect to such equivalent Work. In the event that Contractor is unable to secure such right of use for L3Harris or its customer or to secure equivalent Work as a substitute, Contractor will indemnify L3Harris and its customer for any and all losses or damages sustained by reason of such injunction.

## 27. RIGHTS IN TECHNICAL DATA:

(a) Definitions:

(1) Intellectual Property. Intellectual Property means inventions, discoveries and improvements, know-how, works of authorship, technical data, drawings, specifications, process information, reports and documented information, and computer software.

(2) Background Intellectual Property. Background Intellectual Property means Intellectual Property that is (i) in existence prior to the effective date of this Order or (ii) is designed, developed or licensed after the effective date of this Order independently of both the work undertaken or in connection with this Order, and the proprietary information and Intellectual Property of the other party to this Order.

(3) Foreground Intellectual Property. Foreground intellectual property means intellectual property conceived, created, acquired, developed, derived from or based on development performed under this Order or information supplied by L3Harris, or first actually reduced to practice by Contractor in connection with this Order.

(b) All Intellectual Property supplied to L3Harris by Contractor shall be disclosed to L3Harris on a non-proprietary basis and may be used and/or disclosed by L3Harris without restriction, unless:

(1) otherwise required by the U.S. Government Regulations, or

(2) L3Harris has executed a separate agreement restricting the use and disclosure of such Intellectual Property.

(c) Foreground Intellectual Property. Unless otherwise expressly agreed in writing to the contrary and subject to paragraph (g) below, all Foreground Intellectual Property developed exclusively with L3Harris monies (i.e., development was accomplished entirely with monies paid by L3Harris to Contractor that are not subject to recovery by L3Harris under a government contract) and not subject to this paragraph (d) below is hereby assigned to L3Harris and shall be proprietary to L3Harris, shall be used by Contractor only for purposes of providing Items or Services to L3Harris pursuant to this Order, and shall not be disclosed to any third party without L3Harris's express written consent. All such Foreground Intellectual Property shall be promptly provided to L3Harris on request or upon completion of this Order. Any work performed pursuant to this Order which includes any copyright interest shall be considered a "work made for hire." The tangible medium storing copies of all reports, memoranda, or other materials in written form, including machine-readable form, prepared by Contractor and furnished to L3Harris pursuant to this Order shall become the sole property of L3Harris.

(d) Inventions. Subject to paragraph (g) below, any invention constituting Foreground Intellectual Property is hereby assigned to L3Harris and L3Harris shall own all right, title, and interest in such property. Contractor shall execute all documents necessary to perfect L3Harris's interest in and title thereto, including, without limitation, assigning any and all right, title and interest Contractor has in any such invention to L3Harris. Contractor shall ensure that any third party with whom Contractor has subcontracted to deliver Items or Services, and Contractor's employees, also executes and assigns any and all rights, titles, and interest in any such invention to L3Harris. Contractor shall, within two (2) months after conception or first actual reduction to practice of any invention constituting Foreground Intellectual Property and prior to completion of the Order, disclose in writing to L3Harris all inventions, whether or not patentable, in sufficient technical detail to clearly convey the invention to one skilled in the art to which the invention pertains. Contractor shall promptly execute all written instruments, and assist as L3Harris reasonably directs in order to file, acquire, prosecute, maintain, enforce and assign L3Harris's invention rights. Contractor hereby irrevocably appoints



L3Harris and any of L3Harris's officers and agents as Contractor's attorney in fact to act on Contractor's behalf and instead of Contractor, with the same legal force and effect as if executed by Contractor, with respect to executing any such written instruments.

(e) Contractor-Owned Intellectual Property. Contractor shall retain ownership of all Background Intellectual Property and of any Foreground Intellectual Property not assigned to L3Harris pursuant to these paragraphs (c) and (d) (collectively, "Contractor-Owned Intellectual Property"). Unless otherwise expressly agreed in writing to the contrary and in addition to U.S. Government's Intellectual Property rights, Contractor grants to L3Harris an nonexclusive, irrevocable, sublicensable, paid-up, royalty-free worldwide right to make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works of any and all Contractor-Owned Intellectual Property in the performance of its Government Contract or higher-tier contract obligations (including obligations of follow-on contract or contracts for subsequent phases of the same program).

(f) L3Harris-Owned Intellectual Property. L3Harris shall retain ownership of all L3Harris Intellectual Property provided hereunder and of any Foreground Intellectual Property assigned to L3Harris pursuant to this paragraph (c) above (collectively, "L3Harris-Owned Intellectual Property"). L3Harris grants to Contractor a non-exclusive, royalty-free right during the term of this Order to use, reproduce, modify, practice and prepare derivative works of any L3Harris-Owned Intellectual Property solely as necessary for Contractor to perform its obligations under this Order. Contractor shall not, without L3Harris's prior written consent, use L3Harris-Owned Intellectual Property or any derivative works of any of the L3Harris-Owned Intellectual Property in any manner not authorized under this Order, including, but not limited to, developing, manufacturing, offering for sale or selling any item or service which utilizes or is enabled by L3Harris-Owned Intellectual Property.

(g) Nothing in this Article shall modify or alter any rights that the U.S. Government may have in any items or services, including technical data or computer software deliverables to the U.S. Government. Applicable Government procurement regulations incorporated into this Order dealing with subcontractors rights in Intellectual Property are not intended to, and shall not, unless otherwise required by applicable law, obviate or modify any greater rights which Contractor may have previously granted to L3Harris pursuant to prior agreements between the Parties.

## 28. CONTRACTOR'S EMPLOYEES:

The Contractor shall be responsible for requiring each employee engaged on the Site to display such identification as may be approved and directed by L3Harris. All prescribed identification shall immediately be delivered to L3Harris for cancellation, upon the release of any employee. When required by L3Harris, the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project. L3Harris reserves the right to reject any of Contractor's employees or have Contractor reject any Subcontractor's employees whose conduct is unacceptable to L3Harris or for any other just cause.

## 29. ASSIGNMENTS, SUBCONTRACTING, ORGANIZATIONAL CHANGES:

(a) Neither this Agreement nor any interest herein nor claim hereunder may be transferred, novated, assigned, or delegated by Seller; nor may all or substantially all of this Agreement be further subcontracted by Seller without the prior written consent of Buyer. Lack of consent shall not be deemed as a waiver or otherwise relieve Seller of its obligations to comply fully with the requirements hereof.

(b) Notwithstanding the above, Seller may, without Buyer's consent, assign moneys due or to become due hereunder provided Buyer continues to have the right to exercise any and all of its rights hereunder, settle any and all claims arising out of, and enter into amendments to the Agreement without notice to or consent of the assignee. Buyer shall be given prompt notice of any assignment. Amounts so assigned shall continue to be subject to any of Buyer's rights to set-off or recoupment under this Agreement or at law.

(c) Buyer may assign this Agreement to any successor in interest.

(d) Seller shall promptly notify Buyer in writing of any organizational changes made by Seller, including name or ownership changes, mergers or acquisitions.

## 30. GRATUITIES AND IMPROPER INFLUENCES:

(a) No gratuities (in the form of entertainment, gifts, travel, or anything of value) or kickbacks shall be offered or given by Contractor or by any agent, representative, affiliate or subcontractor of Contractor to any officer or employee of L3Harris' Customer or L3Harris. This restriction specifically prohibits the direct or indirect inclusion of any kickback amounts in any invoices or billings submitted under this Order or any other agreement with L3Harris. L3Harris may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that gratuities (in the form of entertainment, gifts, travel or anything of value) or kickbacks were offered or given by Contractor, or by any agent or representative of Contractor, to any officer or employee of L3Harris' Customer or L3Harris.

(b) L3Harris may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Contract if L3Harris has reasonable cause to believe that gratuities (in the form of entertainment, gifts, kickbacks, or otherwise) were offered or given by the Contractor, or an agent or representative of the Contractor, to an officer or employee of L3Harris with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amendment of a Contract, or the making of any determination with respect to the performance of such Contract.

(1) L3Harris maintains an ethics program that includes a written Supplier Code of Conduct, available at: [https://www.L3Harris.com/sites/default/files/supplier-code-of-conduct-may\\_2017.pdf](https://www.L3Harris.com/sites/default/files/supplier-code-of-conduct-may_2017.pdf).

(c) In the event this Contract is terminated, as provided in Paragraph (a) hereof, L3Harris shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a material breach of the Contract by the Contractor.

(d) The rights and remedies of L3Harris provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## 31. INSURANCE:

(a) If this Agreement is for the performance of Services on Buyer's premises or Buyer's customer's premises, or, Seller utilizes their own vehicles to deliver Goods to Buyer's facility, Seller shall maintain the following insurance in at least the minimum amounts stated herein. Seller shall also maintain, and Seller shall cause its subcontractors to maintain, such general liability, property damage, employers' liability, and worker's compensation insurance, professional errors and omissions insurance, motor vehicle liability (personal injury and property damage) insurance and aviation liability as are maintained in their normal and ordinary course of business. Upon request by the Buyer, Seller shall provide certificates of insurance evidencing limits of not less than the following:

(1) Commercial General Liability ("GCL") insurance, with limits of at least \$5,000,000 combined single limit for bodily injury and property damage per occurrence and \$5,000,000 annual aggregate.

(2) Workers' Compensation Statutory for the jurisdiction where the work is to be performed, including Federal Acts if applicable Employers' Liability, \$1,000,000 each person/accident. In states where Workers' Compensation insurance is a monopolistic state-run system (e.g., Ohio, Washington, North Dakota, and Wyoming), Seller shall add Stop Gap Employers Liability with limits not less than \$500,000 for each accident or disease. To the extent that any work to be performed is subject to the Jones Act, the Longshore and Harbor Workers' Compensation Act, or the Defense Base Act, the Workers' Compensation policy must be endorsed to cover such liability under such Act.

(3) Automobile Liability insurance shall be for an amount of at least \$5,000,000 combined single limit for bodily injury and property damage per accident.

(4) Employer's Liability with limits of at least \$2,000,000 for each occurrence.

(b) Some or all of the following additional insurance coverages may be required, depending upon the nature of the work to be performed. These additional insurance requirements, if, any will be identified in the Order.

(1) Professional Liability \$5,000,000 per claim.

(i) Internet Liability and Network Protection (Cyber-risk) insurance with limits of at least \$2,500,000 each claim or wrongful act.

(ii) Media Liability insurance with limits of at least \$2,500,000 each claim or wrongful act.

(2) Aviation Liability including products \$50,000,000 per occurrence (including aircraft products and completed operations and War, Hijacking and other perils (AVN 52D).

(3) Hangar-keepers' Liability \$50,000,000 per occurrence.

(4) All Risk Property Insurance Replacement Value (covering property of Buyer or Buyer's customer in the care, custody or control of Seller and include Buyer as Loss Payee.

(5) Fidelity or Crime insurance covering employee dishonesty, including but not limited to dishonest acts of Seller, its employees, agents, subcontractors and anyone under Seller's supervision or control. The Seller shall be liable for money, securities or other property of Buyer. Seller shall include a client coverage endorsement written for limits of at least \$1,000,000 and shall include Buyer as Loss Payee.

(6) Environmental Insurance (Contractor's Pollution Liability) with limits of at least \$5,000,000 each occurrence, claim, or wrongful act and \$10,000,000 aggregate. The policy must include Buyer, its Affiliates, and their directors, officers, and employees as Additional Named Insured's. Seller shall provide a copy of the Additional Insured endorsement to Buyer. If required within the scope of Seller's work to be performed, the insurance required herein cannot exclude coverage for bodily injury, property damage, pollution or environmental harm resulting from or arising out of the work to be performed, asbestos, lead or silica-related claims, claims arising out of microbial matter or bacteria, testing, monitoring, measuring operations or laboratory analyses, or liability arising out of the operation of a treatment facility. The policy must contain a separation of insured's clause. If a motor vehicle is used in connection with the work to be performed, the Business Automobile Liability policy will include coverage at least as broad as Insurance Services Office (ISO) CA 99 48 and be endorsed to include Motor Carrier Act endorsement MCS 90.

(7) Pollution Legal Liability with limits of at least \$3,000,000 each occurrence, claim, or wrongful act and \$6,000,000 aggregate.

(c) The above limits may be satisfied by any combination of both primary and excess limits. Seller shall arrange a waiver of subrogation for the above. Except for Workers' Compensation, Aviation Liability, Hangar-keeper's Liability, All Risk Property, and Fidelity or Crime, Seller shall name Buyer as an additional insured under each of the above policies and shall provide to Buyer, within fifteen (15) days of Buyer's issuance of a SOW, a Certificate of Insurance evidencing compliance with this Section. Seller shall notify Buyer when cancellation or any material change in the policies adversely affect the interests of Buyer in such insurance, and such changes shall not become effective until thirty (30) days after written notice is provided to Buyer.

(d) Seller and Seller's subcontractors shall furnish, prior to the start of work or at such other time as L3Harris requires, certificates or adequate proof of the foregoing insurance. The policies shall be endorsed to provide thirty (30) days written notice of cancellation to L3Harris. Any other coverage available to L3Harris shall apply on an excess basis.

(e) Seller agrees that Seller, Seller's insurer(s) and anyone claiming by, through, under or on Seller's behalf shall have no claim, right of action or right of subrogation against L3Harris and L3Harris' Customer based on any loss or liability insured against under the foregoing insurance.

### 32. ALTERNATE EMPLOYER ENDORSEMENT:

(a) It is agreed that the company will pay on behalf of, or reimburse L3Harris (herein called the Alternate Employer) all compensation and other benefits required under a Workmen's Compensation Law designated in the policy, for damages based on a master-servant relationship, that the Alternate Employer is legally obligated to pay because of bodily injury by accident or disease, including death at any time resulting therefrom, sustained by an employee of the insured arising out of and in the course of work performed by the insured for the Alternate Employer.

(b) With respect to damages, this agreement is subject to the applicable limit of liability under the policy and to all of the other terms of the policy not inconsistent herewith.

(c) In the event the Contractor or any Subcontractor fails to obtain and furnish such alternate employer endorsement, the following clause will automatically apply to their Contract and all work performed hereunder:

### 33. WAIVER OF CLAIMS AND SUBROGATION RIGHTS:

(a) The Contractor agrees that the fixed price or cost of performing the Work herein includes the cost of purchasing Workmen's Compensation Insurance. The Contractor, therefore, hereby waives any liens, any right of subrogation or any other right of the Contractor and/or its insurance carrier(s) to recover from L3Harris Corporation any amounts paid under such insurance policies to any of the Contractor's employees alleged to have suffered injury, death or disease as a result of or in connection with performance of this Contract.

(b) The Contractor agrees that it will include this clause in each Contract under which workers will be performing work or services on L3Harris premises.

### 34. PROGRESS CHARTS AND REQUIREMENTS FOR OVERTIME WORK:

(a) The Contractor shall, prior to commencement of work, prepare and submit for approval three copies of a practicable schedule, showing the order in which the Contractor proposes to perform the work, the dates on which he will start the several salient features (including procurement of materials, plant and equipment) and the contemplated dates for completing each portion. The schedule shall be in the form of a progress chart of suitable scale to indicate the percentage or work scheduled for completion at any time.

(b) The Contractor shall enter weekly the actual progress on the chart as directed by L3Harris and, upon doing so, shall immediately deliver three copies of the annotated chart to L3Harris. If, in the opinion of L3Harris, the Contractor falls behind the initially approved schedule of Paragraph (a) above, the Contractor shall take steps necessary to improve the Contractor's performance in the position initially scheduled on the approved progress chart. If the Contractor fails to voluntarily take sufficient steps to become current in accordance with the approved progress chart, then L3Harris may demand that the Contractor increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplemental schedule, in chart form, as L3Harris deems necessary to demonstrate how the initially approved rate of progress will be obtained.

(c) Failure of the Contractor to comply with the requirements of L3Harris under this provision shall be grounds for determination by L3Harris that the Contractor is not prosecuting the work with such diligence as will ensure completion within the time specified. Upon such determination, L3Harris may terminate the Contractor's right to proceed with the work or any separable part thereof, in accordance with the Clause hereof entitled "Termination for Default."

35. **CONTRACT WORK HOURS AND SAFETY STANDARDS—OVERTIME COMPENSATION:** Overtime requirements. Contractor and any of Contractor's subcontractors shall not require or permit laborers or mechanics to work over forty (40) hours in any workweek unless they are paid at least one and a half (1.5) times the basic rate of pay for each hour worked over 40 hours. Contractor's failure to comply with this requirement will result

in liability for unpaid wages and liquidated damages payable to the Government as required by the Contract Work Hours and Safety Standards statute, 40 U.S.C. chapter 37. Sufficient amounts for unpaid wages and liquidated damages will be withheld from payments due to Contractor under the Contract to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the Contract are insufficient to satisfy Contractor or subcontractor liabilities, the Government will withhold payments from Contractor's other federal or federally assisted contracts that are subject to the Contract Work Hours and Safety Standards statute.

### **36. REMOVAL OF EQUIPMENT AND CLEANUP:**

(a) The Contractor at all times shall keep the work area, including storage areas used by it and its Subcontractors, free from accumulations of waste material or rubbish. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of L3Harris. Contractor shall request written disposition instructions for all L3Harris property. Upon completion of the work, the Contractor shall leave the work and premises in a clean, neat, and orderly condition satisfactory to L3Harris.

(b) Should the Contractor fail to take prompt action to this end, L3Harris (at its option and without waiver of such other rights as it may have) may, after thirty (30) days' notice to Contractor, treat all tools, scaffolding equipment, and materials as abandoned property. The Contractor shall also sweep all floors, clean all brickwork, windows, lights, fixtures, and remove all rubbish from the property of L3Harris. If Contractor fails to clean up at the completion of the Work, L3Harris may, after written notice, have the work area cleaned and deduct the cost thereof from final payment.

(c) Oil painting materials (paints, brushes, empty paint cans, rags, overalls, drop cloths, etc.) and flammable liquids shall be removed from the building at the close of each workday. Oil painting materials and flammable liquids shall be stored outside any L3Harris structure in a suitable locker or box located at a safe distance from any L3Harris structure.

(d) Accumulated trash, paper, shavings, sawdust, excelsior, boxes, and other packing materials shall be removed from any L3Harris building at the close of each workday and disposed of in proper containers located away from L3Harris buildings.

(e) Areas outside of buildings undergoing work shall be cleaned of trash, paper or other discarded combustibles at the close of each workday.

(f) All portable electric devices (saws, sanders, compressors, extension cords or lights) shall be disconnected at the close of each workday. The main switch in the building shall be deactivated at the close of each workday as directed by L3Harris.

(g) Prior to the close of each workday, a reliable person, designated by the Contractor, shall make a check of the building or area to obtain compliance with the above.

### **37. OPERATIONS, STORAGE AREAS AND TEMPORARY CONSTRUCTION FACILITIES:**

(a) All operations of the Contractor (including storage of materials) upon L3Harris premises shall be confined to areas authorized or approved by L3Harris. No unauthorized or unwarranted entry shall be made upon or passage through, or storage or disposal of materials on L3Harris premises. The Contractor shall hold and save L3Harris, its officers and agents, free and harmless from liability of any nature or kind arising from any use, trespass or damages occasioned by Contractor's operations on premises of third persons.

(b) Temporary buildings (storage sheds, shops, offices, etc.) may be erected by the Contractor only with the written approval of L3Harris and shall be built with labor and materials furnished by the Contractor without expense to L3Harris. Such temporary buildings and/or utilities shall remain the property of the Contractor and shall be removed, unless otherwise provided, at the Contractor's expense upon the completion of the work. With the prior written consent of L3Harris, the buildings or utilities may be abandoned and need not be removed.

(c) The Contractor shall use only established roadways or construct and use such temporary roadways as may be authorized by L3Harris.

Where materials are transported in prosecuting the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state or local law or regulation. When it is necessary to cross curbs or sidewalks, protection against damage shall be provided by the Contractor and any damaged road, curbs or sidewalks shall be repaired by and at the expense of the Contractor to L3Harris' satisfaction.

(d) Contractor shall, if required by L3Harris, furnish adequate toilet facilities for its employees. Toilet facilities shall conform to all local sanitary regulations and be located as approved by L3Harris.

(e) Temporary construction facilities and any connections to utilities when removed shall be at the expense of the Contractor. The Site previously occupied by such facilities and connections shall be restored to a condition satisfactory to L3Harris upon completion of this Contract.

(f) All work under this Contract shall be accomplished without interference with the ordinary use of streets, easements and passages, and the Contractor shall cooperate with other Contractors of L3Harris and L3Harris employees as may be required by the circumstances or as directed by L3Harris. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or L3Harris employees whether at the Site or not.

(g) No open fires will be permitted. No welding, flame cutting or other operations involving the use of flame, arcs or sparking devices will be allowed without adequate protection, notice and written permission of the representative of L3Harris' Fire Department as provided in Clause entitled "Hot Work."

### **38. PROTECTION OF MATERIALS AND WORK PERFORMED:**

(a) The Contractor shall at all times protect and preserve all materials, supplies equipment of every description including property furnished or owned by L3Harris and L3Harris Contractors and all Work performed. All reasonable requests of L3Harris to enclose or specially protect such property shall be complied with at no cost to L3Harris. If, as determined by L3Harris, material, equipment, supplies and work performed are not protected by the Contractor, such property may be protected by L3Harris, and the cost thereof may be charged to the Contractor or deducted from any payments due the Contractor.

(b) The Contractor is responsible for and required to remedy all damage or loss to any property, including property of L3Harris or interruption of a utility service, caused in whole or in part by Contractor, its Subcontractor(s) or anyone employed, directed or supervised by Contractor.

(c) All necessary materials, tools and equipment to be utilized in the performance of this Contract shall be consigned to and delivered to the Contractor at the Site and shall be the Contractor's responsibility to unload and safeguard from all hazards. The storage of lumber, roofing paper or other combustible supplies shall be at a safe distance from structures.

(d) The Contractor shall protect the materials and work from deterioration and damage during construction and shall store and secure inflammable material from fire, remove oily rags, waste, and refuse from buildings each night, and during cold weather furnish safe heating necessary for the proper conduct of the work. Contractor shall provide and maintain all temporary walkways, roadways trench covers, barricades, colored lights, danger signals, and other devices necessary to provide for safety and traffic.

(e) The Contractor shall protect from damage all existing improvements and utilities (i) at or near the work Site and (ii) on adjacent property of third parties, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities including those that are the property of a third party, resulting from failure to comply with the requirements of this Contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, L3Harris may have the necessary work performed and charge the cost to the Contractor.

(f) Contractors shall familiarize each employee with the location of the nearest fire alarm box prior to commencing work.

(g) Any fire, NO MATTER HOW SMALL, shall be reported to the Fire Alarm Department immediately. Extinguished fires shall



be promptly reported to the Fire Alarm Department by telephone. The Fire Department is to be notified immediately in case an extinguisher is used. The Contractor shall determine the location of fire alarm boxes nearest his work. The following instructions apply:

- (1) To contact the Fire Department, dial \_\_\_\_\_.
- (2) To operate the Fire Alarm Box:
  - (i) Open door on box;
  - (ii) Remove receiver from rack;
  - (iii) This will put you in contact with the dispatcher; tell the dispatcher the nature and location of the fire in detail.

(h) Fire hoses or extinguishers in buildings shall not be used for any purpose other than fire. Fire hydrants shall not be used without special permission from the Fire Department except for extinguishing fire, and shall not be blocked at any time by materials or supplies.

(i) Where smoking is permitted in buildings undergoing work, all smoking and hot work shall be stopped one-half (1/2) hour before quitting time. Smoking is strictly prohibited in areas where flammable liquids, compressed gases, highly combustible materials or explosives are stored, handled or processed. Smoking or open flames of any kind shall not be permitted on the roof of any L3Harris Corporation building.

(j) To the extent permitted by law, the Contractor agrees that it will not assert any mechanics lien or any other labor or material lien against any property owned by or in the care, custody, or control of L3Harris to secure payment in any amounts that may become due to Contractor for furnishing any labor or material in furtherance of performance of this contract or for any work associated therewith. The Contractor understand that, by accepting this Contract, it has waived its rights to assert a lien and it is precluded from exercising its mechanics' liens rights it may otherwise be afforded under applicable state law. Contractor shall cooperate in providing and filing any waivers and/or releases that L3Harris may require in the event an applicable law does not permit an advance waiver of liens.

### 39. PRESERVATION OF EXISTING VEGETATION STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS:

(a) The Contractor will preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the Site, which are not to be removed and which does not unreasonably interfere with the work required under this Contract. The Contractor shall only remove trees when specifically authorized to do so and shall avoid damaging vegetation that will remain in place. The Contractor will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment or employees.

(b) Care shall be taken by the Contractor in felling trees, authorized for removal, to avoid any unnecessary damage to vegetation that is to remain in place. Any limbs or branches of trees broken or damaged during Contract performance shall be trimmed with a clean cut and painted with an approved tree pruning compound. The Contractor may be required to replace or restore, at its own expense, all vegetation not protected and preserved as required herein that may be destroyed or damaged.

(c) The Contractor shall protect from damage all existing improvements and utilities at or near the Site and on adjacent property of a third party. The Contractor shall repair any damage to those facilities, including those that are caused by a third party, resulting from failure to comply with the requirements of this Contract or failure to exercise reasonable care in performing the Work. If the Contractor refuses or fails to promptly repair any damage, L3Harris may have the necessary work performed and charge the cost to the Contractor.

**40. ENCUMBRANCES:** No materials or supplies for the work contracted for shall be purchased by the Contractor or by any tier-Subcontractor working under Contractor which shall be subject to any chattel mortgage or under a conditional sale or other agreement in which an interest is retained by the Contractor. The Contractor warrants that the title to all materials and

supplies used by the Contractor in the performance of the work hereunder shall be clear of all encumbrances of any nature whatsoever.

### 41. INDEMNIFICATION:

(a) In addition to, and without limiting, Buyer's rights under other indemnifications available under statute or common law, Seller shall indemnify, hold harmless, and at Buyer's request, defend Buyer, its officers, directors, customers, agents and employees, against all claims, liabilities, damages, losses and expenses, including attorneys' fees and cost of suit arising out of or in any way connected with the Goods or Services provided under this Agreement, including, without limitation: (i) the breach of any warranty contained herein; (ii) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated clean-up costs; (iii) Seller failing to satisfy the Internal Revenue Service's guidelines for an independent contractor; (iv) any claim based on the negligence, omissions or willful misconduct of Seller or any of Seller's agents, subcontractors, employees or anyone acting on behalf of Seller; and (v) violation of federal, state, or local laws, including but not limited to export control, hazardous substance, toxic substance, and hazardous conditions laws. Seller shall not settle any such suit or claim without Buyer's prior written approval. Seller agrees to pay or reimburse all costs that may be incurred by Buyer in enforcing this indemnity, including attorneys' fees.,

(b) Seller will indemnify, defend and hold harmless Buyer and its customer from all claims, suits, actions, awards (including, but not limited to, awards based on infringement of patents known at the time of such infringement, exceeding actual damages and/or including attorneys' fees and/or costs), liabilities, damages, costs and attorneys' fees related to the actual or alleged infringement of any United States or foreign intellectual property right (including, but not limited to, any right in a patent, copyright, or based on misappropriation or wrongful use of information or documents). Buyer and/or its customer will duly notify Seller of any such claim, suit or action. Seller will, at its own expense, fully defend such claim, suit or action on behalf of the indemnitees.

(c) Should Buyer's use, or use by its distributors, subcontractors or customers, of any Goods or Services purchased from Seller be enjoined, be threatened by injunction, or be the subject of any legal proceeding, Seller shall, at its sole cost and expense, either: (i) substitute fully equivalent non-infringing Goods or Services; (ii) modify the Goods or Services so that they no longer infringe but remain fully equivalent in functionality; (iii) obtain for Buyer, its distributors, subcontractors or customers the right to continue using the Goods or Services; or, (iv) if none of the foregoing is possible, refund all amounts paid for the infringing Goods or Services.

(d) Seller shall without limitation as to time, defend, indemnify and hold Buyer harmless from all liens which may be asserted against property covered hereunder, including without limitation mechanic's liens or claims arising under Workers' Compensation or Occupational Disease laws and from all claims for injury to persons or property arising out of or related to such property unless the same are caused solely and directly by Buyer's negligence.

(e) Seller shall without limitation as to time, defend, indemnify and hold Buyer harmless from all Workers' Compensation or Occupational Disease laws claims for bodily injury including death to employees of Seller brought forth by the Seller's employees and/or their family arising out of or in connection with this Agreement.

(f) Buyer and Seller agree to notify each other in writing as soon as practicable of all claims. Seller, if required to indemnify Buyer under this Section, shall promptly assume and diligently conduct the entire defense of such claim at its own expense. Buyer shall have the right to reject any settlement that would negatively impact Buyer as determined solely by Buyer. Buyer shall, upon Seller's reasonable request and at Seller's expense, use commercially reasonable efforts to furnish all information and assistance reasonably available to Buyer and to cooperate to assist in the defense and/or settlement of any such claim.

**42. LIENS:** Seller shall keep its work and all items supplied by it hereunder and Buyer premises free and clear of all liens and encumbrances, including mechanic's liens, in any way arising from performance of this Order by Seller or by any of its vendors or subcontractors. Seller may be required by Buyer to provide a satisfactory release of liens as a condition of final payment.

All personal property belonging to Buyer in Seller's custody or possession, shall be at Seller's risk from loss or damage from all hazards.

#### 43. RELEASE OF INFORMATION:

(a) Contractor must obtain L3Harris' written consent prior to release of any information (whether written or oral) with respect to this Contract, except release of information to its officers and employees, lawyers, and accountants, to the Government and to Subcontractors to the extent necessary to enable them to successfully perform their contractual obligations. This provision shall apply equally to Subcontractors, and Contractor shall include the substance of this provision including this sentence in Subcontracts and Purchase Orders.

(b) Contractor hereby agrees not to disclose, either during or subsequent to the performance of this Contract, any information, knowledge, or data of L3Harris which Contractor may receive during the course of performance of this Contract relating to chemical formulae, business processes, methods, machines, manufacturer, compositions, inventions, discoveries, or other matters which are of a proprietary or security nature.

(c) Contractor hereby agrees to maintain in confidence all information or knowledge concerning or relating to L3Harris' projects obtained in the performance of this Contract, whether or not such information or knowledge directly relates to the work performed.

(d) Should Contractor receive solicitations of any kind to sell or copy articles, plans or materials which are the subject of this Contract for ultimate delivery to any agency or department of the United States, Contractor shall immediately notify L3Harris of the details of the solicitation and request L3Harris' written consent to make such sale, copy or release. L3Harris shall not withhold such consent if the United States has the right to authorize the Contractor to make such sale or copy under contractual agreements with L3Harris.

**44. BANKRUPTCY:** Either party may terminate this Contract in the event of the appointment of a trustee, receiver, or liquidator for all or a portion of the property of the other party or of any act of bankruptcy by the other as defined in the Bankruptcy Act, as amended, or of any voluntary petition in bankruptcy by the other, and such termination shall be without further obligation to the other except payment of obligations incurred in performance of this Contract prior to any of the foregoing occurrences.

#### 45. REPORT OF ACCIDENTS:

(a) Contractor shall immediately report to L3Harris any accident, injury to, or illness of any of Contractor's employees occurring on premises owned, occupied or controlled by L3Harris. Contractor shall make the initial report orally by telephone to L3Harris Security Office and shall confirm the report in writing, utilizing such report forms as L3Harris may require. When the accident, illness or injury is of the type which requires the Contractor to file with the State of Florida an Employer's first NOTICE OF INJURY form under Workmen's Compensation laws, Contractor shall provide a copy of the filed form to L3Harris (Attn: Cognizant Buyer). In addition, Contractor shall require its employees who have any information concerning the accident, injury or illness, to furnish written statements for L3Harris' files and use.

(b) The Contractor shall impose the requirements of this Clause on Subcontractors of any tier.

#### 46. REQUIREMENTS FOR ESCORTING CONTRACTOR'S EMPLOYEES ENGAGED IN CONSTRUCTION WORK AT L3HARRIS IN RESTRICTED AREAS:

(a) In the interest of National Security, freedom of access to all areas of L3Harris is restricted. It is therefore essential that Contractor's employees engaged in construction work at L3Harris be escorted and supervised during the entire time they are within any fenced or restricted (controlled) plant area of L3Harris owned or leased structure.

(b) Certain rooms, areas and or buildings within L3Harris have been declared "Controlled" for National Security purposes. The Contractor's responsibility for escorting and supervising the movement of Contractor's employees who work in these "Controlled" areas is assumed by L3Harris. When Contractor's employees work in any other L3Harris areas not designated "Controlled," the Contractor shall provide for the escorting and

supervision of his employees in accordance with the requirements set forth by law. The term "Contractor's employees" shall also include Contractor's Subcontractor and supplier employees.

(c) If the total labor force involved does not exceed five (5) individuals, the Contractor's supervisor on the job may serve as the escort provided the assigned duties will allow the supervisor to remain on the job Site at all times that the Contractor has employees at work on the Site. The supervisor will submit proof of U.S. citizenship. L3Harris reserves the right to withdraw escort privileges from the supervisor and to require the Contractor to furnish another individual to act as escort at no additional cost to L3Harris.

(d) If the total labor force involved exceeds five (5) individuals, the Contractor must assign to the job a sufficient number of employees whose time will be devoted exclusively to escorting and supervising the movement of the Contractor employees. Escort(s) must be mature, alert, competent individuals and of such physical and mental condition that they are able to remain with and escort the Contractor's employees at all times. Escort(s) must be able to furnish proof of U.S. citizenship. L3Harris reserves the right to reject any individual designated as escort who is not performing or who is not capable of performing the escort duties in a competent security-conscious manner.

(e) All Contractor employees who are designated as escorts, including supervisors, will be given a thorough indoctrination on security requirements by representatives of the L3Harris Security Office. These escorts are accountable to L3Harris and its Security Office for the proper fulfillment of their escort duties for the L3Harris Contractor. It is L3Harris' prerogative, through periodic checks by the Security Office, to ascertain that the Contractor's escort is performing in accordance with security requirements. L3Harris may require the Contractor to replace any escort found unsuitable for the purpose of maintaining proper plant security.

(f) The responsibilities of the Contractor's security escort(s) are essentially as follows:

(1) At the beginning and conclusion of the day's work, escorts the Contractor's employees (in a group) to and from the plant entrance and job Site via the route designated by the L3Harris Security Office.

(2) Keeps the L3Harris Security Office informed regarding the telephone number at which the escort can be reached.

(3) At the beginning of the job, assigns the nearest available toilet and drinking fountain for the use of the Contractor's employees and designates the most direct route to reach these facilities.

(4) At the beginning of the job, instructs and familiarizes all of the Contractor's employees with the location of the nearest plant hospital, stretcher, fire extinguisher and fire alarm box and instructs all Contractor employees of their proper application and use.

(5) When escorts deliver or return Contractor's employees to and from the job Site, the escort must immediately verify that all Contractor's employees are accounted for.

(6) Through close supervision, ensures that the Contractor's employees do not use or handle any of L3Harris' tools, machinery or other property that are not authorized by the Contract. Also, ensures that all employees observe the "No Smoking" rule, if smoking is prohibited, as well as all other rules for conduct and safety as designated by signs in the area.

(7) At frequent intervals throughout the day, verifies that the Contractor's employees are all accounted for and located in the required work areas.

(8) Instructs Contractor's employees that unnecessary conversation with L3Harris employees is not permitted. Also, the carrying of cameras, recording devices, firearms, drugs, explosives, weapons, or intoxicants on L3Harris property is prohibited.

(9) Immediately reports any infraction of security requirements to L3Harris Security Office.

#### **47. APPLICABLE LAW AND DISPUTES:**

(a) This Agreement, irrespective of the place of performance, shall be governed by, subject to, and construed in accordance with the laws of the State of Florida, excluding its choice of law rules.

(b) Any disputes under this Order that are not disposed of by mutual agreement of the Parties may be decided by recourse to an action at law or in equity. Until final resolution of any dispute hereunder, Contractor shall diligently proceed with performance of this Order as directed by Buyer. Buyer and Seller shall each bear its own costs of processing any dispute hereunder.

(c) Contractor consents to personal jurisdiction in the state of Florida and any litigation under this Order must be brought exclusively in a court of competent jurisdiction in the state of Florida, without regard to conflicts of law principles. The Parties hereby mutually agree to waive their respective rights to trial by jury. The rights and remedies herein reserved to L3Harris shall be cumulative and additional to any other or further rights and remedies provided in law or equity. Subject to any specific clauses in this Order, Contractor shall be liable for any damages incurred by L3Harris as a result of Contractor's failure to perform its obligations in the manner required by this Order.

(d) The Parties specifically disclaim application to this Order of the United Nations Convention on Contracts for the International Sale of Goods.

#### **48. SUSPENSION OF WORK:**

(a) L3Harris may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Contract for the period of time that L3Harris determines necessary and appropriate.

(b) If the performance of all or any part of the Work is, for any unreasonable period of time, suspended, delayed, or interrupted beyond the period of time stated in suspension of work order because of L3Harris' failure to act within the time specified (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this Contract, excluding profit, necessarily caused by the unreasonable suspension, delay, or interruption, and the Contract modified in writing accordingly. L3Harris will not be considered unreasonably suspending, delaying, or interrupting the performance of this Contract if the suspension, delay, or interruption is at the direction of the Federal, State or local government. Additionally, no equitable adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.

(c) An equitable adjustment or Claim under this Clause shall NOT be allowed: (i) for any costs incurred more than twenty (20) days before the Contractor shall have notified L3Harris, in writing, of the act or failure involved (but this requirement shall not apply as to a Claim resulting from the suspension order), and (ii) unless the Claim, in an amount stated, is asserted in writing as soon as possible after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Contract.

(d) Nothing provided in the clause shall excuse the Contractor from diligently continuing with performance of work not suspended, delayed, or interrupted.

#### **49. SAFETY AND HEALTH:**

(a) Contractor shall be responsible for initiating, maintaining and supervising all safety and health precautions and programs in connection with its work. This includes designating a member of its organization at the Site to enforce all required Contractor safety and health programs. Contractor shall abide by all state, local, and federal laws, rules, and regulations, including but not limited to, the Federal Occupational Safety and Health Act of 1970, as amended. If there is a conflict in these requirements, the more stringent shall govern. Any work performed shall not conflict with normal everyday operations being performed in the immediate area. This may mean taking extra safety or health precautions for any non-construction personnel in the area. L3Harris Occupational Safety and Health may periodically conduct

on-site inspections. Contractors shall provide Material Safety Data Sheets to the Occupational Safety and Health Department on all chemicals and potentially hazardous materials considered for use. L3Harris Occupational Safety and Health shall upon request supply Contractor with Material Safety Data Sheets on all potentially hazardous substances used in that specific area. Contractor agrees to comply with the State of Florida "Right to Know" law (F.S. Chapter 442) and L3Harris Corporation Standard Operating Procedure 1.23.

(b) The Contractor shall provide and maintain work environments and procedures which will (1) safeguard the public and L3Harris' personnel, property, materials, supplies and equipment exposed to Contractor operations and activities; (2) avoid interruption of L3Harris operations and delays in project completion dates; and (3) control costs in the performance of this Contract.

(c) For these purposes on contracts for construction or dismantling, demolition or removal of improvements, the Contractor shall:

(1) Provide appropriate safety barricades, signs and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR part 1926 and 29 CFR part 1910; and

(3) Ensure that any additional measures that L3Harris determines to be reasonably necessary are taken.

(d) If this Contract is for construction, dismantling, demolition, or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(e) Whenever L3Harris becomes aware of any noncompliance with these requirements that poses a serious or imminent danger to the health or safety of the public or L3Harris personnel, L3Harris shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, L3Harris may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment on any stop work order issued under this clause.

#### **50. HOT WORK:**

(a) Prior to performing "Hot Work" (welding, burning, lead melting, sweating, soldering, blow torches, tar pots, etc.) or operating other flame-producing devices, the Contractor shall obtain a written permit from the L3Harris Fire Marshall or Fire Chief.

(b) No cutting or welding shall be permitted:

(1) While sprinklers are out of service;

(2) In the presence of flammable lint, dust, vapors and liquids or unpurged tanks and equipment previously containing such materials;

(3) In an area or on equipment other than that specified on the welding and cutting permit; and

(4) In areas not permitted by the written permit.

(c) Before cutting or welding operations are started, Contractor shall:

(1) Relocate all readily movable combustibles at least 40 feet from such operations and shall completely protect the remainder with fireproof curtains, metal guards or flame-protected covers (not ordinary tarpaulins);

(2) Tightly cover over any floor or wall openings within 40 feet of the operations.

(d) Contractor shall patrol areas, including floors above and below affected areas during the hot work and for at least one-half (1/2) hour after operation is completed.



(e) Cutting and welding equipment shall be maintained in good repair.

(f) Ample fire protection equipment will be provided by the L3Harris Fire Department. In no event shall "hot work" be commenced without L3Harris' Fire Department attendance.

#### 51. WASTE MATERIALS:

(a) Performance of this Contract may result in the generation of or handling of certain waste materials, including hazardous waste as so defined by any Federal, State, local or other government agency. Contractor acknowledges that the mishandling, unauthorized transportation, storage or disposal of hazardous waste materials poses significant risks to persons, property and the environment because of the hazardous and toxic conditions of such waste materials. Contractor warrants that it understands the currently known hazards which are presented to persons, property and the environment and that it will transport, store, treat and/or dispose of such materials in full compliance with all government laws, regulations and orders.

(b) Contractor agrees to indemnify, save harmless and defend L3Harris from and against any and all liabilities, Claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlements and reasonable attorneys' fees), which it may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders, caused, in whole or in part, by (i) Contractor's failure to follow Government laws concerning waste materials; or (ii) Contractor's breach of any term or provision of this Contract; or (iii) any negligent or willful act or omission of Contractor, its employees or Subcontractors in the performance of this Contract. Such indemnification shall be binding upon successors in interest of the Contractor.

**52. NON-SOLICITATION:** During the term of this Order, and for a period of twenty-four (24) months following termination of this Order, Contractor shall not, directly or indirectly, solicit for employment, employ or otherwise engage the services of employees or individual consultants of L3Harris.

**53. SEVERABILITY:** Each paragraph and provision of this Contract is severable and, if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Contract will remain in full force and effect.

**54. REMEDIES AND NONWAIVER:** Except as otherwise expressly provided, the remedies herein provided shall be cumulative and additional to any other remedies in law or equity. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach, or of such provision.

#### 55. EQUAL OPPORTUNITY:

(a) 41 C.F.R. § 60-741.5(a). This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 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.

(b) 41 C.F.R. § 60-300.5(a). This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(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.

(c) This contractor and subcontractor shall abide by the requirements of 41 C.F.R. Parts 60-1, 60-20, and 60-50 as set forth under EO 11246 and as amended under EO 13672, specifically section 202 and section 203, where these regulations prohibit discrimination on the bases of race, color, religion, sex, sexual orientation, gender identity, or national origin and require affirmative measures to prevent discrimination on those bases from occurring.

**56. ASSUMPTION OF RISK:** Each party hereto acknowledges (i) the risks of its undertakings hereunder, (ii) the uncertainty of the benefits and obligations hereunder, and (iii) its assumption of such risks and uncertainty. Each party has conducted its own due diligence and requested and reviewed any contracts, business plans, financial documents and other written material as

in such party's opinion shall be the basis of that party's decision to enter into this Agreement.

**57. RELIANCE ON COUNSEL AND OTHER ADVISORS:** Each party has consulted such legal, financial, technical or other expert it deems necessary or desirable before entering into this Contract. Each party represents and warrants that it has read, knows, understands and agrees with the terms and conditions of this Contract. Neither party has relied upon any oral representation of the other party in entering into this Contract. All discussions, estimates or projections developed by a party during the course of negotiating the terms and conditions of this Contract are by way of illustration only, and, unless specifically contained in this Contract or one of its Exhibits or Attachments, are not binding or enforceable against the other party in law or in equity.

**58. NOTICES:** Any notice which by any provision of this Contract is required or permitted to be given shall, unless otherwise provided, be deemed to have been sufficiently given when sent by registered or certified first class mail, postage pre-paid, or by telex or facsimile to the applicable party at its address set forth in this Contract or such other address as the applicable party hereto shall have earlier designated by written notice.

**59. SURVIVABILITY:** All of the provisions of this Order shall survive the termination (whether for convenience or default), suspension or completion of this Agreement unless they are clearly intended to apply only during the term of this Agreement.

#### 60. ELECTRONIC TRANSMISSIONS:

(a) The parties agree that if this Agreement is transmitted electronically, neither party shall contest its validity, or any acknowledgment thereof, on the basis that this Agreement or acknowledgment contains an electronic signature.

(b) Seller shall, at Buyer's request and Seller's expense, send and receive business transactions by electronic means using Web-based technologies. Such Web-based technologies for electronic transmissions may include a) email and (b) the Internet directly between Buyer and Seller.

#### 61. LIMITATION OF LIABILITY:

IN NO EVENT SHALL THE BUYER BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, MULTIPLE OR PUNITIVE DAMAGES, OR ANY DAMAGE DEEMED TO BE OF AN INDIRECT OR CONSEQUENTIAL NATURE ARISING OUT OF OR RELATED TO ITS PERFORMANCE UNDER THE CONTRACT, WHETHER BASED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE AND WHETHER GROUNDED IN TORT, CONTRACT, CIVIL LAW OR OTHER THEORIES OF LIABILITY, INCLUDING STRICT LIABILITY. TO THE EXTENT THAT THIS LIMITATION OF LIABILITY CONFLICTS WITH ANY OTHER PROVISION(S) OF THIS CONTRACT, SAID PROVISION(S) SHALL BE REGARDED AS AMENDED TO WHATEVER EXTENT REQUIRED TO MAKE SUCH PROVISION(S) CONSISTENT WITH THIS PROVISION. IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF BUYER WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR THE PERFORMANCE OR BREACH OF THE CONTRACT OR ANYTHING DONE IN CONNECTION THEREWITH EXCEED THE AGREEMENT PRICE. NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT TO THE CONTRARY, THE STATED MONETARY LIMITATION HEREINABOVE IS THE MAXIMUM LIABILITY BUYER HAS TO THE SELLER.