PURCHASE ORDER Terms and Conditions

This is a Purchase Order (“Order”) between Science Applications International Corporation, hereafter referred to as “SAIC” or “Buyer,” and the seller identified on the face of this Purchase Order, hereafter referred to as “Seller.”

1. ACCEPTANCE of TERMS Acceptance of this Order by Seller may be made by signing the acknowledgment copy hereof or by commencing performance hereunder, and any such acceptance shall constitute an unqualified agreement to all terms and conditions set forth herein. Any additions, deletions or differences in the terms proposed by Seller in accepting this Order are objected to and hereby rejected, unless Buyer expressly agrees otherwise in writing.
2. PERFORMANCE/DELIVERY Time is of the essence in this Order. The date specified for delivery or performance is the required delivery date at Buyer's facility, FOB Destination, unless otherwise stated. Seller shall promptly provide written notice to Buyer if an actual or potential delay threatens delivery or performance of this Order. Buyer may refuse any goods or services and cancel all or any part hereof if Seller fails to deliver all or any part of any goods or perform all or any part of any services in accordance with the terms specified herein. If Seller's deliveries and/or performance of services will not meet agreed schedules, Buyer may direct Seller to expedite such delivery or performance at Seller’s cost. Delivery shall not be deemed to be complete until goods have been received and accepted by Buyer, notwithstanding delivery to any carrier. Services shall not be deemed to be completed until they have been performed, received and accepted by Buyer.
3. INTERCHANGEABILITY Any goods furnished under a specified part number shall be fully interchangeable with and equal in function and quality to any goods previously furnished under the same part number.
4. PACKAGING and SHIPPING Any goods shall be suitably packed and prepared for shipment, comply with any specific transportation specifications of Buyer, and comply with carrier's regulations. Charges for preparation for shipment (including packing and crating) and transportation charges are included in the price for the goods. An itemized Packing List shall accompany each box or package shipment showing the order number, item number, quantity and a description of the goods. In the event that no such Packing List accompanies a shipment, Buyer’s count, weight or other measure shall be final and conclusive. Buyer shall not be obligated to accept any shipments in excess of the ordered quantity and any excess or advance shipments may be returned to Seller at Seller's expense.
5. INSPECTION AND ACCEPTANCE All goods supplied and services performed shall be subject to inspection and test by Buyer, its agents and its customers prior to final acceptance. No inspection made prior to final acceptance shall relieve Seller from responsibility for defects or other failure to meet the requirements of this Order. In the event goods or services are not in accordance with this Order, or fail to meet any specific inspection requirements of Buyer, Buyer may require prompt correction, repair, replacement of the goods or reperformance of the noncomforming services at Buyer’s option and Seller's sole expense, including all packaging and shipping charges. If Seller is unable to accomplish the foregoing remedies within the original agreed schedule, then Buyer terminate the Order and may procure such goods or services from another source and Seller shall be liable for any excess costs. Seller shall bear the risk of loss of, or damage to, the goods covered by this Order until delivered to the location designated on the face of this Order and accepted by Buyer. Buyer's approval of any Seller submittals shall not relieve Seller of its obligations hereunder.

Acceptance of any part of the Order shall not bind Buyer to accept future shipments or performance of services nor deprive it of its right to cancel or return all or any part of the goods because of failure to conform to the Order or by reason of defects, whether latent or patent, or other breach of warranty, or to make any claim for damages.

1. PAYMENT Invoices shall contain the following information as applicable to goods or services: order number, item number, description of goods or services, sizes, quantities, unit prices, hours, labor categories and extended totals. Invoices submitted hereunder will be paid Net 45 Days after receipt of proper invoice, less offset for any amount owed to Buyer and/or adjustments due to shortages, late delivery/performance, rejections or other failure to comply with the requirements of this Order. The price(s) set forth herein shall include all applicable Federal, State and local taxes and duties. Invoices for services shall be submitted to Buyer no more frequently than monthly and shall be signed and dated by Seller’s authorized representative, verifying the costs and prices included are accurate. Payment shall not constitute final acceptance. If Seller agrees in writing to Buyer’s Automated Clearing House (ACH) or Buyer sponsored finance programs, payment will be made in accordance with the applicable program terms. Buyer bears no risk of late payment as long as payment is initiated properly and timely.
2. WARRANTY

(a) In addition to any warranties set forth elsewhere in this Order or customarily provided by Seller or manufacturer with its goods or services, Seller represents and warrants that: (1) the work performed or deliverables provided under this Order do not infringe the intellectual property rights of any third party; (2) all goods delivered pursuant hereto will be new, unless otherwise specified, free from defects in design, material and workmanship, and will conform to the requirements of this Order and applicable product documentation; and (3) any services performed hereunder shall be performed in accordance with the specifications and instructions of Buyer, and with that degree of skill and judgment exercised by recognized professional firms performing services of a similar nature and consistent with best practices in the industry. Seller shall ensure that goods delivered to Buyer or incorporated into other goods and delivered to Buyer are procured directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain, and shall exercise diligence to avoid counterfeit goods misrepresented as having been designed, produced, and/or sold by an authorized manufacturer and seller, including without limitation unauthorized copies, replicas, or substitutes.All representations and warranties of Seller shall run to Buyer and Buyer's customers. Remedies under this warranty shall include, without limitation, at Buyer’s option and at Seller’s sole expense, prompt repair, replacement, re-performance, or reimbursement of the purchase price.

(b) Seller further warrants the accuracy of its representations and certifications provided in connection with this Order and shall promptly notify Buyer of any material changes to them during the term, including without limitation changes to its Accounting System and/or related internal control structure or business system(s) that could affect its ability to properly report hours and bill costs in a compliant manner. The foregoing warranties shall survive any delivery, inspection, acceptance or payment by Buyer.

(c) Seller warrants that its deliverables do not include software subject to any legal requirement that would restrict Buyer’s right to distribute or otherwise provide the deliverables, or any modification thereof: 1) for a fee; 2) with or without source code or source code rights, or 3) with such restrictions as Buyer sees fit to place on its customers’ modification or distribution rights. Remedies under this open source warranty shall include, without limitation, at Buyer’s option and at Seller’s sole expense, prompt: 1) replacement of the software; 2) acquisition of a license to remedy the breach; or 3) reimbursement of the purchase price.

1. INDEMNIFICATION

(a) Seller shall defend, indemnify, and hold Buyer harmless from and against any and all damages, losses, liabilities and expenses (including reasonable attorneys’ fees) arising out of or relating to any claims, demands, causes of action, lawsuits or other proceedings, regardless of legal theory, to the extend resulting from Seller’s (or any of Seller’s subcontractors, suppliers, employees, agents or representatives): (i) breach of this Order, (ii) negligence, willful misconduct, or fraud, or (iii) infringement of any patent, trademark, trade secret, copyright or other intellectual property right, submission of defective cost or pricing data, or violation of any law or regulation.

(b) Buyer shall promptly notify Seller of any claim that is covered by this indemnification provision and shall authorize representatives of Seller to settle or defend any such claim or suit and to take charge of any litigation in connection therewith.

(c) In the event of an infringement claim covered hereunder where the goods or services or use thereof are enjoined in whole or in part, Seller shall at its expense and Buyer’s option undertake one of the following: (i) obtain for Buyer and its customer the right to continue the use of such goods or services; (ii) in a manner acceptable to Buyer, substitute equivalent goods or services or make modifications thereto so as to avoid such infringement and extend this indemnity thereto; or (iii) refund to Buyer an amount equal to the purchase price for such goods or services plus any excess costs or expenses incurred in obtaining substitute goods or services from another source.

1. INSURANCE

(a) Upon Buyer's request Seller agrees to provide Certificates of Insurance evidencing that the required insurance coverage is in force. The required insurance coverages below shall be primary and non-contributing with respect to any other insurance that may be maintained by Buyer. The below required coverages and their limits in no way lessen nor affect Seller's other obligations or liabilities set forth in this Order.

Seller agrees to purchase and maintain at its own expense the following insurance coverage’s with minimum limits as stated:

1. Workers’ Compensation (if services are provided at Buyer or Customer site):  Coverage for statutory obligations imposed by laws of any State in which the work is to be performed.  Where applicable, Seller shall provide evidence of coverage for the United States Longshore & Harborworkers’ Act  (USL&H) coverage for employees engaged in work on or near navigable waters of the United States.  Such policy(ies) shall be endorsed to provide a waiver of subrogation in favor of Buyer, its directors, officers and employees, and Buyer’s customer where required by Buyer’s Prime Contract with its customer.   Employer’s Liability coverage of $1 million each accident shall also be maintained.
2. Commercial General Liability**:**  Coverage for third party bodily injury and property damage,  including products and completed operations, contractual liability, and independent contractors’ liability with a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate.  Such policy(ies) shall be endorsed to name SAIC, its directors, officers and employees, and Buyer’s customer where required by Buyer’s Prime Contract with its customer, as Additional Insureds and Waiver of Subrogation.
3. Commercial Automobile Liability (if services are provided at Buyer or Customer site):  Coverage for use of all owned, non-owned, and hired vehicles with limits of not less than $1,000,000 per accident combined single limit for bodily injury and property damage liability. Such policy(ies) shall be endorsed to name SAIC, its directors, officers and employees, and Buyer’s customer where required by Buyer’s Prime Contract with its customer, as Additional Insureds and Waiver of Subrogation.
4. Technology Professional Liability/Professional Liability/Errors and Omissions (as applicable):  Insurance in an amount not less than $1,000,000 per claim, covering all acts, errors, omissions, negligence, and including but be not limited to, claims involving infringement of intellectual property, infringement of copyright or trademark. Such insurance shall be maintained in force at all times during the term of this Order and for a period of two (2) years thereafter for services completed.
5. Cyber Liability (as applicable): Insurance to provide for Data Security & Privacy (including coverage for unauthorized access and use, failure of security, breach of confidential information, release of privacy information, invasion of privacy violations, information theft, damage to or destruction of electronic information, alteration of electronic information, extortion, breach mitigation costs and regulatory coverage not less than $5,000,000. Such insurance shall be maintained in force at all times during the terms of this Order and for a period of two (2) years thereafter for services completed.
6. If maintenance or warranty work is being performed, All-Risk Property Insurance in an amount adequate to replace property, including supplies covered by this Order, of Buyer and/or Buyer's customer which may be in the possession or control of Seller. Buyer shall be named as a Loss Payee with respect to loss or damage to said property and/or supplies furnished by Buyer.
7. Any other insurance that is required by Buyer’s customer or determined to be required upon the review by Buyer, based on the Statement of Work or specifications of this Order.  Such requirement will be communicated to Seller in writing.

(b) If Seller maintains broader coverage and/or higher limits than the minimums shown above, Buyer requires and shall be entitled to the broader coverage and/or higher limits maintained by Seller.

(c) All insurance policies shall contain a provision that coverage afforded thereunder shall not be materially changed or cancelled without thirty (30) days prior written notice to Buyer.

(d) Failure of Seller to maintain the required insurance shall constitute a default under the Order and, at Buyer’s option, shall allow Buyer to terminate this Order for cause, withhold payment, and/or obtain such insurance and back charge all cost for such insurance to Seller.

(e) Failure of Buyer to demand evidence of insurance or to identify any deficiency in the insurance provided shall not be construed as or deemed to be a waiver of Seller’s, or its subcontractors’, obligations to maintain the above insurance coverages.

1. SAIC FURNISHED ITEMS AND INTELLECTUAL PROPERTY

(a) SAIC Furnished Items**.** All items furnished by Buyer to Seller for the performance of the Order remain the property of Buyer or Buyer’s customer. Upon expiration of this Order, Seller shall return the items in the same condition, less reasonable wear, or make such other disposition of the items as directed in writing by Buyer. Subject to any government property clause that governs liability incorporated herein, Seller shall replace, at its expense, all items not returned in accordance with this Article. Seller shall bear all risk of loss of the items. Seller shall comply with any restrictive legends placed on such Items by Buyer or a third party , and shall protect such items from access by persons without a need to know in connection with this Order.  If Buyer furnishes any material for fabrication pursuant to this Order, Seller agrees not to substitute any other material for such fabrication without Buyer’s prior written consent.

(b) Customer Rights**.** For each commercial and noncommercial item first conceived, discovered, made, produced, created, generated, or reduced to practice (“Developed”) or delivered hereunder, Seller grants to Buyer’s customer the intellectual property rights required by the prime contract. Seller agrees that its delivered technical data and computer software will be free from markings that are not expressly permitted by the prime contract and authorizes Buyer to remove from deliverables any such impermissible markings.

(c) Buyer Rights**.** Buyer shall own all deliverables and all associated intellectual property rights Developed by Seller or Developed jointly by Seller and Buyer under this Order (“Buyer Intellectual Property”). Seller hereby assigns its rights to Buyer in such Buyer Intellectual Property and agrees to assist Buyer or its designee, at Buyer’s expense, in securing Buyer’s rights in the Buyer Intellectual Property. Except as expressly authorized in writing by SAIC, Seller shall not retain any rights to Buyer Intellectual Property.

(d) Seller Rights and License to Buyer**.** Seller shall retain ownership of intellectual property previously owned by Seller and deliverable under this Order (“Seller Intellectual Property”). Seller hereby grants to Buyer a nonexclusive, worldwide, irrevocable, paid-up, royalty-free right to make, use, sell, import, execute, modify, reproduce, perform, display, release, distribute, or disclose the Seller Intellectual Property, in whole or in part, in any manner and form, and to have or authorize others to do so, solely for the purpose of performing prime or higher-tier contract obligations in connection with this Order. Seller shall not assert any intellectual property right in a manner inconsistent with Buyer’s contractual obligations to its customers.

(e) Third Party Intellectual Property. Seller shall not, without Buyer’s prior written consent, incorporate any intellectual property owned by a third party into any deliverable. Buyer shall not unreasonably withhold consent to incorporation if Seller demonstrates that it has licenses to such intellectual property that enable it to comply with paragraphs (b), (c), and (d) above.

(f) Commercial Computer Software. To the extent that Seller provides any of its commercial computer software under this Order, Seller’s normal commercial license terms shall govern the end user’s use of such commercial items, except to the extent that such normal commercial terms conflict or are inconsistent with applicable federal law or regulation. In the case of any conflict or inconsistency, the applicable federal law or regulation shall take precedence. Seller agrees that the applicability of its commercial terms is contingent upon Buyer’s customer’s acceptance of the commercial computer software and its accompanying commercial items terms or license. Unless the Statement of Work provides otherwise, only the Buyer’s end-user customer is a party to the Seller’s commercial terms or license. In no event will Buyer be liable for an end-user customer breach of Seller’s commercial terms or license. The license to Buyer set forth in paragraph (d) shall apply to commercial computer software, without additional cost and whether or not Buyer is a party to Seller’s commercial terms, to the extent necessary to provide Buyer with rights necessary to perform the requirements of its prime or higher-tier contracts in connection with this Order.

1. DISCLOSURE Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has furnished or contracted to furnish Buyer with the goods or services hereunder, or disclose any of the details connected with this Order to any third party, except as may be required to perform this Order. Nothing in this Order shall be construed or interpreted to limit or in any way restrict the rights of the Government in regard to data, tooling or design the Government owns or has the right to use including its rights to authorize a third party’s use of such data, tooling or design.
2. COMPLIANCE with LAW

(a) Seller shall comply with the applicable provisions of any federal, state or local law or ordinance and all orders, rules and regulations issued there under to include host nation laws for work outside of the United States (collectively, “Laws”). Without limiting the generality of the foregoing, the term “Laws” includes the laws set forth in paragraphs (b) and (c) below.

(b) Seller shall comply with the applicable provisions of any state, federal, or international law or regulation governing the privacy and security of Personal Information (“Data Protection Laws”), as set forth in Section 13.0, Data Privacy and Security.

(c) Seller shall comply with all applicable U.S. export laws and regulations, including International Traffic in Arms Regulations (“ITAR”) and the Export Administration Regulations (“EAR”). The subject technology of this Order (including data, services, software and hardware provided hereunder, defined as “Controlled Technology”) may be controlled under these laws and regulations and may not be exported or re-exported without prior authorization in accordance with ITAR and EAR. Access to Controlled Technology by Foreign Persons as defined by 22 CFR 120.16 may require an export authorization. Seller shall have full responsibility for obtaining any export licenses or authorization required to fulfill its obligations under this Order.

(d) Buyer respects human rights in the operation of its business and condemns human rights abuses, including human trafficking and use of forced labor.  We expect our suppliers to observe similar standards and not engage in or support violations of trafficking victims protection laws. Seller must notify law enforcement should it become aware of any such violations.

1. DATA SECURITY
2. *Definitions*

(1) “Customer Data” means information related to SAIC’s customers, suppliers, and teaming partners, as well as information derived from such information, including as stored in or processed through equipment or software.

(2) “Data Protection Laws” means all laws and regulations, including federal, state, local, and international laws and regulations in the United States, Canada, the European Union, the United Kingdom and other jurisdictions applicable to the collection and processing of Personal Information under this Order. Data Protection Laws may include, but are not limited to, the data breach laws of the United States, the California Consumer Privacy Act, and the European Union General Data Protection Regulation, as applicable.

(3) “Personal Information” means any information relating to an identified or identifiable natural person as defined under applicable Data Protection Laws.. Personal Information includes, without limitation; an individual’s Social Security number; date of birth; financial account or payment card information; protected health information (“PHI”) as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA); unique individual identifiers issued by SAIC, Seller, a government body, or any other third party; or other sensitive information relating to an identified or identifiable natural person. Personal Information also includes, but is not limited to, “personal information,” “personally identifiable information,” and “personal data” as those terms are defined in applicable Data Protection Laws.

(4) “Processing” means any operation performed upon Customer Data or Personal Information, including without limitation, collection, recording, retention, alteration, use, disclosure, access, transfer, or destruction.

(b) *Ownership of Information and Data*. Any Personal Information, Customer Data or other data provided to or accessed by Seller relating to this Order shall remain the sole property of its owner, and Seller shall only have the right to use it to the extent necessary to perform the work and consistent with applicable law.

(c) *Protection of Information and Data*. Any action by Seller related to Personal Information shall be conducted in accordance with standards no less rigorous than the best industry practices, including any standards or requirements specifically set forth for information security elsewhere in the Order. To ensure the protection of Personal Information, Seller shall implement and maintain (i) administrative, physical, and technical safeguards; and (ii) a written information security program including appropriate policies, procedures, and risk assessments reviewed at least annually. Seller agrees not to transfer or receive Personal Information to or from any country outside the United States without the prior written authorization of Buyer and to obtain consents and take other actions as required by the laws of any country or jurisdiction with legal authority.

(d) *Actual or Suspected Data Security Breach*. In the event of a data security breach, Seller shall immediately notify Buyer in writing, and shall take action immediately, at its own expense to investigate, identify the cause, and mitigate the effects of such breach as well as to carry out recovery or other actions (e.g. mailing notices) necessary to remedy such breach. The content of any filings, communications, notices, or reports related to any breach must first be approved in writing by Buyer.

(e) *Compliance with Legal Process*. Seller will immediately notify Buyer in writing of any subpoena, court or administrative order or proceeding, or other request seeking information about or access to Personal Information.

(f) *Destruction or Return of Information and Data*. Seller shall return, delete, or destroy all Personal Information and Custoemr Data, including without limitation, all originals and copies of such Personal Information and/or Customer Data in any medium, and materials derived from or incorporating such Personal Information, upon the earlier of ten (10) days after (i) Buyer’s request for such return, deletion, or destruction, or (ii) the termination or expiration of the Order. Seller shall cause its subcontractors and vendors to comply with these requirements.

(g) *Data Privacy and Security Addendum*. If incorporated herein, Seller shall comply with the additional requirements for privacy and security of Personal Information and Customer Data in the attached Data Privacy and Security Addendum. To the extent that there is any conflict between this Order and the Data Privacy and Security Addendum, the provisions of that Addendum will govern.

1. CYBER SECURITY REQUIREMENTS In addition to mandatory cyber security flowdown requirements, the following additional provisions apply.

(a) *Audit and Inspection.* Seller agrees to make internal practices, books, and records relating to the protection of Controlled Unclassified Information received from, or created or received in support of this Order, available to Buyer within ten (10) business days of the request from Buyer to ensure compliance with applicable cyber security requirements.  Seller’s practices, books and records are proprietary to Seller and shall be treated as confidential and shall not be further disclosed without the written permission of the Seller, except as necessary to comply with applicable laws and regulations.

Additionally, Seller shall make available a System Security Plan (SSP) and Plan of Action and Milestones (POA&M) and any other requested artifacts supporting cybersecurity compliance, as applicable, immediately upon request of Buyer or Buyer’s customer.

(b) *Reporting*: Seller shall provide Buyer a copy the incident report number assigned by the Government and of any reports submitted to the Government in support of this Subcontract pursuant to any cyber security requirements, in advance, to the extent practicable, but no later than immediately following such submission to the Government.

(c) *SAIC’s Information Systems*: If Buyer allows Seller’s employees to access SAIC’s information systems (e.g. SAIC-owned or SAIC-furnished equipment, such as computers, networks, external drives and applications that enable use, processing, transmission and storing of information assets) Seller shall ensure the proper use and protection of SAIC’s information systems and assets. Seller’s employees will be required to sign Buyer’s Acceptable Use Policy.

1. COVERED TELECOMMUNICATION EQUIPEMENT AND SERVICES Seller shall not provide “covered telecommunications equipment or services” or “covered defense telecommunications equipment or services” to SAIC in the performance of this Subcontract, which prohibited equipment and services are defined as follows:

‘Covered telecommunications equipment or services’ means:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

         (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

‘Covered defense telecommunications equipment or services’ means:

(1) Telecommunications equipment [produced](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=1fa07edf5241a0d1c3189ab22f68245a&term_occur=999&term_src=Title:48:Chapter:2:Subchapter:H:Part:252:Subpart:252.2:252.204-7018) by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities;

(2) Telecommunications services provided by such entities or using such equipment; or

(3) Telecommunications equipment or services [produced](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=1fa07edf5241a0d1c3189ab22f68245a&term_occur=999&term_src=Title:48:Chapter:2:Subchapter:H:Part:252:Subpart:252.2:252.204-7018) or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People’s Republic of China or the Russian Federation.”

1. CONFLICT MINERALS Seller shall conduct and require due diligence throughout its supply chain to prevent use of Conflict Minerals, which include gold (Au), tantalum (Ta), tungsten (W) and tin (Sn) sourced from areas identified as conflict regions, including the Democratic Republic of the Congo (DRC) and Central Africa.  Seller shall use due diligence protocols, standards, and procedures that meet or exceed the reasonable country of origin inquiry described in Securities and Exchange Commission rules and the relevant best practices developed by industry, and which allow Buyer to submit accurate Conflict Mineral reports to the government and other entities.  If Seller’s part or product is included in Buyer’s product, Seller shall annually complete a Conflict Minerals Form. Failure to submit this form to Buyer when requested may result in the termination of this Order and prevent Buyer from conducting further business with Seller in the future.
2. CHANGES Buyer may direct changes within the general scope of this Order to the extent Buyer’s customer has made changes to Buyer’s prime contract which relate to the goods and services to be provided hereunder. All other changes in this Order may be made only by written agreement of the parties.  Also, Buyer may, for any reason, direct Seller to suspend, in whole or in part, delivery of goods or performance of services hereunder for such period of time as may be determined by Buyer in its sole discretion. If any such suspension or Buyer-directed change causes a material increase or decrease in the cost of, or the time required for the performance of any part of the work under this Order, the parties shall negotiate an equitable adjustment in the Order price or delivery schedule, or both. Notwithstanding the foregoing, if Buyer suspends work pursuant to a government shutdown, Buyer’s obligation to make such an adjustment shall be limited to the extent that the government makes an adjustment to Buyer’s prime contract on account of the suspended work under this Order.
3. TERMINATION for CONVENIENCE
4. Buyer shall have the right to terminate this Order, in whole or in part, at any time, without cause, by providing written notice to Seller. Upon receiving notice of such termination, Seller shall
5. Stop all work on this Order on the date and to the extent specified;
6. Place no further contracts hereunder except as may be necessary for completing such portions of the Order as have not been terminated;
7. Terminate all contracts to the extent that they may relate to portions of the Order that have been terminated; and
8. Protect all property in which Buyer has or may acquire an interest.
9. Subject to the terms of this Order, the parties shall negotiate in good faith to compensate Seller for the work performed and accepted prior to the notice of termination. In no event shall Buyer be liable for lost profit on work not performed after the termination.
10. Buyer reserves the right to verify claims hereunder and Seller shall make available to Buyer, upon its request, all relevant books and records for inspection and audit. If Seller fails to afford Buyer its rights hereunder, Seller shall be deemed to have relinquished its claim.
11. TERMINATION for DEFAULT
12. Buyer may, by written notice of default to Seller, terminate the whole or any part of this Order in any one of the following circumstances:
13. Seller fails to make delivery of the goods or to perform the services within the time specified herein or any extension thereof; or
14. Seller fails to perform any of the other provisions of this Order or so fails to make progress as to endanger performance of this Order in accordance with its terms, and in either of the circumstances specified in this subpart (a)(ii) does not cure such failure within a period of 10 days (or such longer period as Buyer may authorize in writing) after receipt of notice from the Buyer specifying such failure;
15. Seller becomes insolvent, unable to pay its bills when due, or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts as they become due; or
16. Seller fails to provide Buyer, in writing, within the time specified by Buyer, adequate assurances of performance.
17. If this Order is so terminated, Buyer may procure or otherwise obtain, upon such terms and in such manner as Buyer may deem appropriate, goods or services similar to those terminated. Seller, subject to the exceptions set forth below, shall be liable to Buyer for any excess costs of such goods or services.
18. Seller shall transfer title and deliver to Buyer, in the manner and to the extent requested in writing by Buyer at or after termination, such complete or partially completed goods as Seller has produced or acquired for the performance of the terminated part of this Order and Buyer will only pay Seller the Order price of the goods and services accepted. Seller shall also deliver to Buyer the Seller Intellectual Property, including all technical data and commercial computer software, solely to the extent necessary for Buyer to perform the requirements of its prime or higher-tier contracts and/or complete its own and Seller’s obligations in connection with this Order.
19. Seller shall continue performance of this Order to the extent not terminated. Buyer shall have no obligations to Seller in respect to the terminated part of this Order except as herein provided. Buyer's rights as set forth herein shall be in addition to any other rights in case of Seller's default.

(e) Seller shall not be liable for damages resulting from default due to causes beyond Seller's control and without Seller's fault or negligence, provided, however, that if Seller's default is caused by the default of a subcontractor or supplier at any tier, such default must arise out of causes beyond the control of both Seller and subcontractor or supplier, and without the fault or negligence of either of them and, provided further, the supplies or services to be furnished by the subcontractor or supplier were not obtainable from other sources.

1. GOVERNING LAW This Order shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its conflict or choice of law provisions.
2. DISPUTES

(a) Buyer and Seller agree to enter into negotiations to resolve any dispute arising under or relating to this Order. Both parties agree to negotiate in good faith to attempt to reach a mutually agreeable settlement within a reasonable amount of time.

(b) Subject to paragraph (c) below, if negotiations are unsuccessful, the parties expressly agree that the sole and exclusive venue for any legal proceedings concerning said dispute shall be in the state or federal courts of the Commonwealth of Virginia, and the parties expressly submit to the jurisdiction of such courts.

(c) Notwithstanding any provisions herein to the contrary:

1. If a decision relating to the Prime Contract is made by the Buyer’s customer (“Contracting Officer”) and such decision is also related to this Order, said decision, if binding upon Buyer under the Prime Contract shall in turn be binding upon Buyer and Seller with respect to such matter; provided, however, that if Seller disagrees with any such decision made by the Contracting Officer and Buyer elects not to appeal such decision, Seller shall have the right reserved to Buyer under the Prime Contract to prosecute a timely appeal in the name of Buyer, as permitted by the Prime Contract or by law, Seller to bear its own legal and other costs. If Buyer elects not to appeal any such decision, Buyer agrees to notify Seller in a timely fashion after receipt of such decision and to assist Seller in its prosecution of any such appeal in every reasonable manner. If Buyer elects to appeal any such decision of the Contracting Officer, Buyer agrees to furnish Seller promptly with a copy of such appeal. Any decision upon appeal, if binding upon Buyer, shall in turn be binding upon Seller.
2. If, as a result of any decision or judgment which is binding upon Seller and Buyer, as provided above, Buyer is unable to obtain payment or reimbursement from its customer under the Prime Contract for, or is required to refund or credit to its customer, any amount with respect to any item or matter for which Buyer has reimbursed or paid Seller, Seller shall, on demand, promptly repay such amount to Buyer. Additionally, pending the final conclusion of any appeal hereunder, Seller shall, on demand, promptly repay any such amount to Buyer. Buyer's maximum liability for any matter connected with or related to this Order which was properly the subject of a claim against the Buyer’s customer under the Prime Contract shall not exceed the amount of Buyer’s recovery from its customer.
3. If the Order is issued by Buyer under a subcontract rather than a Prime Contract, and if Buyer has the right under such subcontract to appeal a decision made by the Contracting Officer under the Prime Contract in the name of the Prime Contractor (or if Buyer is subject to any arbitrator's decision under the terms of its subcontract), and said decision is also related to the Order, this Article shall also apply to Seller in a manner consistent with its intent and similar to its application had the Order been issued by Buyer under a Prime Contract.
4. Seller agrees to provide certification that data supporting any claim made by Seller hereunder is made in good faith and that the supporting data is accurate, current and complete to the best of Seller's knowledge or belief. If any claim of Seller is determined to be based upon fraud or misrepresentation, Seller agrees to defend, indemnify and hold Buyer harmless for any and all liability, loss, cost or expense resulting therefrom.

(d) Any dispute not addressed in paragraph (c) above, will be subject to the procedures in paragraphs (a) and (b) of this Article.

(e) For the avoidance of any doubt, in no event shall this Section 21.0 be construed as creating privity between Seller and the Government.

(e) Seller shall proceed diligently with performance of the Order pending final resolution of any dispute, request for relief, claim, appeal, or action arising under or relating to the Order.

1. ASSIGNMENTS and SUBCONTRACTS Seller shall obtain Buyer's approval before subcontracting a portion of this Order; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies or raw materials. Seller shall not assign or delegate this Order without the Buyer’s prior written consent which shall not be unreasonable withheld.
2. GENERAL RELATIONSHIP Seller is not an employee of Buyer for any purpose whatsoever. Seller agrees that in all matters relating to this Order it shall act as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to Seller’s employees. Seller shall have no right, power or authority to create any obligation, expressed or implied, on behalf of Buyer and/or Buyer’s customers and shall have no authority to represent Buyer as an agent.
3. NON-WAIVER of RIGHTS The failure of a party to insist upon strict performance of any of the terms and conditions in this Order or to exercise any rights or remedies, shall not be construed as a waiver of its rights to assert any of same or to rely on any such terms or conditions at any time thereafter. Any rights and remedies specified under this Order shall be cumulative, non-exclusive and in addition to any other rights and remedies available at law or equity. The invalidity in whole or in part of any term or condition of this Order shall not affect the validity of other parts thereof.
4. Business Ethics & Conduct Seller will conduct its business in compliance with SAIC’s Supplier Code of Conduct, which is found at [www.saic.com/suppliers](http://www.saic.com/suppliers) and incorporated into this Order by reference.
5. SURVIVAL Termination or expiration of this Order for any reason shall not release either Party from the liabilities or obligations set forth in said Order which remain to be performed or by their nature would be intended to be applicable following any such termination or expiration, including without limitation provisions relating to payment, funding, warranty, indemnification, intellectual property, non-disclosure, compliance with law, and disputes.
6. ENTIRE AGREEMENT This Order, including all documents incorporated herein by reference, constitutes the entire agreement and understanding between the parties and shall supersede and replace all prior or contemporaneous representations, agreements or understandings of any kind, whether written or oral, relating to the subject matter hereof.