

CONTRACT NO. 165110171

BETWEEN

Česká republika – Ministerstvo obrany

se sídlem: Tychonova 1, 160 01 Praha 6
jejímž jménem jedná: Ing. Tomáš DVOŘÁČEK, ředitel odboru vyzbrojování
pozemních sil, Sekce vyzbrojování a akvizic MO
se sídlem kanceláří: nám. Svobody 471/4, 160 01 Praha 6
IČO: 60162694
DIČ: CZ60162694
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vyřizuje: pplk. Ing. Petr ŠNAJDÁREK, tel.: [REDACTED]
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adresa pro doručování
korespondence:

Sekce vyzbrojování a akvizic MO
odbor vyzbrojování pozemních sil
nám. Svobody 471/4
160 01 Praha 6

AND

INSITU, INC.

INCORPORATED IN THE STATE OF WASHINGTON,
UNITED STATES OF AMERICA

DATE:

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CONTRACT REFERENCE LINE ITEM REFERENCE		CHYBA! ZÁLOŽKA NENÍ DEFINOVÁNA.
DESCRIPTION OF PRODUCTS P/N AND SERIAL NUMBER		CHYBA! ZÁLOŽKA NENÍ DEFINOVÁNA.
PRODUCTS THE ABOVE PRODUCTS HAVE PASSED THE ACCEPTANCE TEST CRITERIA AND PROCEDURES SET FORTH IN THE CONTRACT. PROPER TESTS OF THE PRODUCTS HAVE BEEN PERFORMED, AND THE PRODUCTS ARE FOUND TO HAVE FULLY COMPLIED WITH THE REQUIRED QUALITY STANDARDS. THIS ACCEPTANCE CERTIFICATE ACKNOWLEDGES THE SATISFACTORY COMPLETION OF ACCEPTANCE TEST PROCEDURES, AND CONSTITUTES FINAL BUYER ACCEPTANCE.....		33
SELLER'S REPRESENTATIVE BUYER'S REPRESENTATIVE		33
NAME: _____ NAME: _____		CHYBA! ZÁLOŽKA NENÍ DEFINOVÁNA.
SIGNATURE: _____ SIGNATURE: _____		CHYBA! ZÁLOŽKA NENÍ DEFINOVÁNA.
DATE: _____ DATE: _____		CHYBA! ZÁLOŽKA NENÍ DEFINOVÁNA.

1.0 INTRODUCTION

- 1.1 This Firm Fixed Price Contract is entered into by and between Czech Republic Ministry of Defense (hereinafter referred to, interchangeably, as the "Buyer") and Insitu, Inc. (hereinafter referred to, interchangeably) as "Seller").
- 1.2 Whereas the Buyer desires to purchase ISR Services, Unmanned Air Vehicle (UAV) Systems, Field Service support; or Engineering Support from Seller; and Unmanned Air Vehicles Spares, Component, Equipment.
- 1.3 Whereas Seller undertakes to provide the ISR Services, Unmanned Air Vehicle (UAV) Systems, Field Service support, or Engineering Support required under this Contract according to the conditions and specifications set out in herein;
- 1.4 Whereas the Seller has an AS9100 compliant Quality Management System in support of this Contract.
- 1.5 The Parties hereto agree as follows:
- 1.6 The Parties understand and agree that a condition precedent to the performance of this Contract by Seller may be United States Government export authority approval. Therefore, obligations under this Contract are subject to such approval and all calendar dates of performance may be adjusted should such approvals delay performance..

2.0 DEFINITIONS

- 2.1 As used throughout this Contract, the following terms shall have the meaning set forth below:
- 2.2 "Accept" or "Acceptance" means the Buyer's agreement that the Products as delivered, meet the Supplier's stipulated specifications, evidenced by the signature of the authorized representative of the Buyer on the Acceptance Certificate, ATTACHMENT 6.
- 2.3 "Article" means a section of text within this Contract (for example Article 2. – DEFINITIONS).
- 2.4 "Business Day" means any day excluding:
 - 2.4.1 Saturdays, Sundays and public and statutory holidays in the jurisdiction of the Seller;
 - 2.4.2 privilege days notified in writing by Buyer to the Seller at least ten (10) calendar days in advance;
 - 2.4.3 periods of holiday closure of the Seller's premises notified in writing by the Seller to Buyer at least ten (10) calendar days in advance; and.



- 2.4.4 a day which is a bank or legal holiday in the State Of Washington or on which banking institutions in the State of Washington are authorized by law to close.
- 2.5 “Buyer Property” means any information, material, or facilities which Buyer has undertaken to furnish to the Seller as established in the in Attachment 2 – Buyer Furnished Information “BFI” and Buyer Furnished Facilities “BFF”.
- 2.6 “Buyer Representative” means the individual fully authorized by Buyer to negotiate, to make decisions and to enter into an agreement on behalf of the Buyer for the purposes of carrying out the Contract.
- 2.7 “Completion of Training Services” means the end of each period of performance for the Training Services has been reached and the Seller has accomplished the tasks, if any, as required in the Statement of Work (SOW) for the “Training Services”.
- 2.8 “Components” means those structures, subsystems, items, equipment, accessories or parts that are assembled or installed to produce delivered Products, including any item supplied as a part of another Component.
- 2.9 “Contract” means the agreement made between the Buyer and the Seller containing this Contract in its entirety and any other document incorporated by reference under this Contract.
- 2.10 “Contract Award” (CA) means the execution of this document by both Parties as documented by the signing of the Contract by both the Buyer Representative and the Seller Representative.
- 2.11 “Contract Delivery Date” means the delivery date(s) stated in Attachment 3 – Contract Delivery Schedule.
- 2.12 “Day(s)” means calendar days unless otherwise specified.
- 2.13 “Dollars”, “USD”, or “\$” mean the lawful currency of the United States that will be contracted for in USD.
- 2.14 “Export License” means any United States export license(s) and Technical Assistance Contract(s) (TAAs) required to be issued by the U.S. Department of State which are necessary to the Seller’s performance of certain obligations under the Contract.
- 2.15 “Firm Fixed Price” means a contract value, which is not subject to variation.
- 2.16 “Month” means calendar month.
- 2.17 “Party” or “Parties” as the case may be, means the Seller or the Buyer or both.
- 2.18 “Payload(s)” means the complement of equipment, carried by the UAV, for the performance of a particular mission.



- 2.19 "Payments" means the monies due as set forth in Article 5 – Terms of Payment, and Attachment 4 - Product and Services Line Item Schedule.
"Person" means any legal or natural person or persons.
- 2.20 "Pilot in Command" means a person who:
 - 2.20.1 Has final authority and responsibility for the operation and safety of the flight;
 - 2.20.2 Has been designated as Pilot in Command (PIC) before or during flight; and
- 2.21 "Products" means UAV Systems and related hardware/spares.
- 2.22 "Program Manager" means a person who will implement the Contract on the Seller's behalf.
- 2.23 "Project Manager" means a person who will implement the Contract on the Buyer's behalf.
- 2.24 "Proprietary Information" means Data and all other information as defined in 22 – PROPRIETARY INFORMATION.
- 2.25 "Reject" or "Rejection" means refusal of Buyer to Accept the Products for material deficiencies in materials and workmanship.
- 2.26 "Services" means Seller provided ISR services, which may include: site surveys, in-country training, site installation, Field Service Representative (FSR), and program management support.
- 2.27 "Seller Representative" means the individual fully authorized by the Seller to negotiate, to make decisions and to enter into an agreement on behalf of the Seller for the purposes of carrying out the Contract.
- 2.28 "State Department" means the United States Department of State.
- 2.29 "Subcontract" means a contract placed by the Seller or any of its Subcontractors, at any level of subcontracting, in or towards fulfillment of any obligation on the part of the Seller under the Contract.
- 2.30 "Technical Authority" will be the authorized representative of the Buyer relating to those duties and functions assigned in the Contract.
- 2.31 "Technical Information" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.
- 2.32 "Training Services" means those instructions delivered by the Seller for the operation and maintenance of the Products, and any associated technical documentation, as identified in Attachment 1 - Statement of Work.

- 2.33 "UAV" means an Unmanned Aeronautical Vehicle
- 2.34 "USG" means United States Government.
- 2.35 "Waiver" means a written authorization provided by the Buyer accepting an item that, during production or after having been submitted for inspection, is found to depart from the Product's specification.
- 2.36 Any other definition or expression mentioned in the Contract shall have the meaning assigned to it in the relevant section where it is used.

3.0 STATEMENT OF WORK

Subject to the terms and conditions contained herein, Seller shall provide the Buyer with the Products and Services described in Attachment 1 - Statement of Work, in accordance with the specifications identified therein.

4.0 PRICE

The Buyer shall pay the Seller the Firm Fixed Price as identified in and in accordance with the amounts and events as shown in Attachment 4 - Products and Services Line Item Schedule.

5.0 TERMS OF PAYMENT

- 5.1 Payment shall be made in USD free and clear of any deductions and/or withholdings in accordance with the successful completion of Attachment 4 - Products and Services Line Item Schedule, event as follows:
- 5.2 The Seller shall be entitled to Payments, and Buyer shall make payments, in United States Dollars free and clear of any deductions and/or withholdings, in accordance with the Attachment 4 - Products and Services Line Item Schedule. The Seller shall have satisfactorily completed or performed the part of the Contract to which the schedule relates when the Seller has met the milestone event requirements and/or delivered/completed all work comprised for which the payment is sought.
- 5.3 For all Payments, the request for Payment shall be made by invoice in the Seller's format. Each invoice shall:
 - 5.3.1 show the amount currently requested and its associated milestone and/or delivered/completed work;
 - 5.3.2 include the Contract Number ;
 - 5.3.3 include a copy of the Buyer's signed Certificate of Completion - Attachment 8, if applicable.
- 5.4 All requests for payment shall be submitted to:



- 5.5 Any Payments due to the Seller under the Contract shall be made in USD via wire transfer to the address provided under separate cover.
- 5.6 Payments due to the Seller shall be paid no later than 30 calendar days from date of receipt by Buyer of the applicable invoice.
- 5.7 Irrevocable Commercial Documentary Letter of Credit
 - 5.7.1 Within thirty (30) days of Contract effectivity date,, the Buyer shall cause to be issued an Irrevocable Commercial Documentary Letter of Credit in favor of the Seller for the entire Contract value. The Documentary Letter of Credit shall be issued by a bank nominated by the Buyer and approved by the Seller. Such Irrevocable Commercial Documentary Letter of Credit may require confirmation by a U.S. commercial bank acceptable to the Seller. All fees, commissions, and other charges for the issuance and confirmation (if any) of the Letter of Credit, as well as drawings thereunder, are for the account of the Buyer. The Irrevocable Commercial Documentary Letter of Credit shall be expressed in the lawful currency of the United States of America.
 - 5.7.2 The Irrevocable Documentary Letter of Credit described above shall remain valid until ninety (90) days after latest delivery date stipulated in the Contract. In the event of any delay, due to any cause, the above Irrevocable Documentary Letter of Credit shall be subject to an extension for a period of time reasonably satisfactory to the Seller..
 - 5.7.3 Payments to the Seller by the financial institution issuing the Irrevocable Documentary Letter of Credit shall be remitted by wire transfer as specified in 4.6 above.
 - 5.7.4 Late payments to Seller will carry interest charges at the greater of 1% per month or the prevailing U.S. Treasury rate on the value of the late payment starting from the due date of the payment, but no such payment of interest shall relieve the Buyer from liability for failure to remit payments when due.

6.0 DELIVERY AND TITLE

- 6.1 The Seller shall use reasonable diligence to deliver the Products and to complete the Services in accordance with the dates shown in Attachment 3 – Delivery Schedule. Seller reserves the right to deliver each Product prior to the Contract Delivery Dates specified in Attachment 3, and the Buyer shall pay upon receipt of invoice. Delivery of products shall be FCA, INCOTERMS 2010, Buyer' pre- import terminal or port location. At all times, the Seller reserves the right to make partial shipments. At no time prior to shipment and acceptance shall the Buyer have the right to take possession or fly the



Products. Care, custody and control must remain with Seller until Delivery of the Products. Buyer shall be the importer of record and be responsible for all fees. Note – In the event the Buyer is a US company, delivery shall be EX Works, INCOTERMS 2010, Sellers, Facility. Buyer shall be responsible for shipping and delivery to the Buyer's location.

- 6.2 Part numbers listed within this Contract are representative and are subject to change at the discretion of the Seller. However any such substitutions will conform to the form, fit, and function, requirement of the Contract for the respective Component.
- 6.3 Prior to the Delivery and Acceptance of the Products, Buyer and Seller will discuss the results of the FAT performed in 9.2. Seller will then clarify and explain all questions raised by Buyer prior to delivery.
- 6.4 Title to Products shall pass from Seller to Buyer upon delivery prior to import.
- 6.5 All Training Services acquired hereunder shall be delivered to the Buyer in accordance with Attachment 3 – Contract Delivery Schedule.

7.0 RISK OF LOSS OR DAMAGE

- 7.1 The Seller is responsible for each Product and any material or service acquired or allocated by the Seller for incorporation therein until Delivery and shall make good any Loss to each Product or any such material or service, however occasioned, which may occur before Delivery. The Seller shall maintain all appropriate insurance to protect against risk of loss or damage of the Products and shall keep such insurance in full force and effect from the effective date of the Contract until Delivery of each Product(s).
- 7.2 Risk of Loss transfers to the Buyer upon Delivery of the Products.

8.0 INSPECTION AND ACCEPTANCE

- 8.1 All Products purchased under this Contract will be constructed/manufactured in accordance with the configuration defined in Attachment 1 – Statement of Work, and will be inspected by the Seller's own system of inspecting and quality control. The Buyer, however, has the right to send his representatives, the number of whom shall be agreed with the Seller, to the manufacturing plant to be present during inspection.
- 8.2 The Seller shall perform, at Seller's facility, testing in accordance with the Seller's Factory Acceptance Test (FAT) procedure. If Buyer's attendance is specifically required by this Contract, Buyer will be notified two (2) weeks prior to the FAT. All flights shall be operated in accordance with the applicable U.S. Government regulations. A Seller operator shall serve as Pilot in Command for all pre-delivery flights, and the Seller shall approve all in-flight releases and crew assignments.

- 8.3 The Buyer shall, at least seven (7) days in advance of the acceptance test date, inform the Seller of the personal data for its acceptance team. The said acceptance team will have the required security clearance and shall comply with the security regulations prevailing in the Seller's factories, of which the acceptance team will be informed.
- 8.4 The Seller shall, without additional charge to Buyer, furnish the Buyer's acceptance team with all reasonable facilities and assistance.
- 8.5 Subject to security and export regulations, and Seller's FAT, Seller shall provide Buyer access to records of all subsystem tests already carried out by the Seller, to enable the Buyer's acceptance team to perform their acceptance obligations and responsibilities. Seller will make available for the Buyer's acceptance team, Seller's qualified personnel for the purpose of advising and guiding Buyer acceptance team personnel.
- 8.6 The Seller shall conduct an acceptance flight for Buyer's acceptance team if specifically required by the Contract. The Seller shall allow the Buyer's acceptance team to observe all necessary inspections, functional checks and ground run while these items are in progress by the Seller.
- 8.7 In the event the Buyer does not send a representative(s) as referred to in 8.2, the Buyer shall provide its written approval and the Seller's Quality Assurance Department signature on the Acceptance Certificate - Attachment 6 shall be deemed as accepted by the Buyer.
- 8.8 In the event that the Buyer refuses to accept the Products due to the failure of the Seller's UAS to pass FAT, the Seller shall correct the matter and demonstrate such correction to the Buyer's acceptance team's satisfaction at no additional cost to the Buyer.
- 8.9 Upon completion of the FAT, the Buyer shall be deemed to have final accepted the Products, and the Buyer's acceptance team shall sign the final Acceptance Certificate on the same day the FAT takes place as per Attachment 1 – Statement of Work attached to this Contract. Seller may act for Buyer in accordance with 8.4 above.
- 8.10 Upon Completion of each period of Training Services the Seller will present to the Buyer the Certificate of Completion for Training Services. The Buyer will sign the Certificate of Completion for Training Service within five (5) Buyer Business Days.

9.0 EXCUSABLE DELAYS/FORCE MAJEURE

- 9.1 Seller shall not be held responsible, nor deemed to be in default of this Contract, for delays in the delivery of or failure to deliver Products; or delay in completion of, or failure to complete Services caused by, but not necessarily limited to, the following:

Acts of God or the public enemy; civil war, insurrections or riots; acts or threats of terrorism; fires; floods; explosions; earthquakes or serious accidents; unusually severe weather; epidemics or quarantine restrictions; any act of government (including export control); governmental priorities or allocation regulations or orders affecting materials,

- labor, equipment, facilities and completed hardware; fuel shortage; freight embargoes; strikes or labor troubles causing cessation, slowdown or interruption of work; delay in performance of a Subcontract by a Subcontractor due to an event of force majeure, and any other similar event, whether foreseeable or unforeseeable, which is beyond Seller's control and without its fault or negligence.
- 9.2 Seller shall notify the Buyer of such failure or delay within 30 (thirty) days from the date of actual occurrence of the Force Majeure cause, if possible, and an adjustment to the delivery schedule, contract price and other contract terms shall be negotiated as required in accordance with Article 11 – Amendments to Contract.
- 9.3 In the event of a Force Majeure event, Seller shall notify Buyer of such event as soon as is reasonably possible under the circumstances. The date for delivery shall be extended until the effect of the Force Majeure event has ceased or as may be agreed under Paragraph 10.2; however, if the Force Majeure event or effect continues for more than 180 continuous calendar days, the portion of this Contract which has not been performed may be terminated by either party without penalty to either party. Upon termination by the Buyer, the Buyer shall provide the Seller an equitable contract adjustment commensurate with the impact of the Force Majeure event for the price of Products delivered or Services performed, work-in-process including allocable profit, and termination expenses reasonable and properly incurred as a result of such termination.
- 10.0 WARRANTY
- 10.1 Seller warrants that all new hardware and spare products ("Products") delivered under this Contract will be free from defects in material and workmanship. Claims by the Buyer for any such defect must be received by the Seller within six (6) months from the date of delivery ("Warranty- Period"). For the following Products, Seller warrants that for the shorter of six (6) months from delivery, or the following operational measures, that the Products will free from defects in material and workmanship:
- 10.1.1 UAV and Payloads: 100 flight hours
- 10.1.2 Launchers: 175 launches
- 10.1.3 Retrievers: 75 recoveries
- 10.2 This warranty will be limited to, at Seller's sole option, either (i) repair and/or replacement of parts and the necessary labor and services required to repair Products or (ii) replacement with new Products. Such Repair and/or replacement provided shall be limited to components having, upon Seller's evaluation, confirmed defects in material or workmanship and shall not extend to consequential damage that may be caused to any other component or Products as a result of a defective part. The new Product warranty, provided herein, shall apply to manufactured new Products and shall *not* apply to repairs, operator or other services as may be provided by Seller. This warranty shall not apply to the repair or replacement of Products whose failure is due to normal wear and tear or improper handling, maintenance or operation by Buyer, excessive stress, modification of hardware and/or software by Buyer, including but not limited to Buyer's noncompliance



with operating procedures, regular maintenance and service bulletins, safety advisories, submission of log books and telemetry files, or other causes not contemplated in this Contract.

- 10.3 **Repaired Products Warranty.** Seller warrants that Products repaired or refurbished by Seller or its authorized agents will be free from defects in material and workmanship for the shorter of 60 days from date of Delivery of repaired Product, 50 flight hours (UAV & Payloads), 25 launches (Launchers), or 25 recoveries (Retrievers). Claims by the Buyer for any such defect must be received by the Seller within sixty (60) days from the date of delivery ("Warranty- Period"). This warranty will be limited to, at Seller's sole option, either i) repair and/or replacement of parts and the necessary labor and services required to repair Products; or (ii) replacement with new Products. Materials and workmanship warranted by Seller shall be restricted to those specifically subject to the repair performed and shall not apply to other parts or components; nor shall it extend to consequential damage that may be caused to any other component or Products as a result of a defectively repaired part. This warranty shall not apply to the repair or replacement of Repaired Products whose failure is due to normal wear and tear or improper handling, maintenance or operation by Buyer, excessive stress, modification of hardware and or software by Buyer, including but not limited to Buyer's noncompliance with operating procedures, regular maintenance and service bulletins, safety advisories, submission of log books and telemetry files, or other causes not contemplated in this Contract.
- 10.4 No agent, employee, or representative of Seller has any authority to bind Seller to any affirmation, representation or warranty concerning Products, and unless an affirmation, representation or warranty made by an agent, employee, or representative of Seller is specifically included within this written agreement, it has not constituted a part of the basis of this Contract and shall not in any way be enforceable.
- 10.5 Any unauthorized modifications by Buyer, or Buyer incorporation of Payloads not authorized by Seller, shall void the above warranty.
- 10.6 Any Product assembly, disassembly, operation, launch, recovery, installation, de-installation, or maintenance, by anyone other than by Seller's FSRs, FSRs certified by the Seller, or Buyer's operators trained and certified by Seller, shall void the above warranty.
- 10.7 All requests for the return of material shall be in accordance with Seller's Return Material Authorization (RMA) procedure - ATTACHMENT 9.

11.0 AMENDMENTS TO CONTRACT

- 11.1 Either the Buyer or Seller may at any time issue written requests for changes within the general scope of this Contract, but resulting changes can only be authorized by the Buyer's Representative and the Seller's Representative.
- 11.2 The Party receiving the change request shall reply within thirty (30) days of its desire to perform or not perform the requested change, in its sole discretion. If the Parties agree to proceed with a change, the Seller shall submit a proposal for adjustment under this

Article within ninety (90) days or within a time period as agreed to between Buyer and Seller after receipt of the written request.

- 11.3 If any change causes an increase or decrease to the price, schedule, or other terms and conditions of this Contract, the Buyer and Seller shall mutually agree to an equitable adjustment.
- 11.4 Upon mutual agreement between the Buyer and Seller on the price and terms of the change, the parties shall prepare and execute an amendment to the Contract. Neither party shall be obligated to start work on the requested change until the formal amendment has been executed.

12.0 BUYER FURNISHED INFORMATION (BFI) AND BUYER FURNISHED FACILITIES (BFF)

BFI and BFF shall be provided by Buyer to the Seller as detailed in Attachment 2 – Buyer Furnished Information and Buyer Furnished Facilities. Failure to provide BFI and/or BFF as set in Attachment 2 - Buyer Furnished Information and Buyer Furnished Facilities shall be treated as an Excusable Delay under Article 9 – Excusable Delays/Force Majeure, and Seller shall be entitled to equitable adjustment in cost and schedule.

13.0 DEFAULT

- 13.1 This Contract may be canceled in whole or in part by either Party immediately in the event that the other Party commits a material breach and such material breach is not remedied, or a plan to remedy the material breach is not mutually agreed, within ninety (90) days after receipt of written notification thereof.
- 13.2 If this Contract is terminated by Seller for Default by Buyer, Seller shall be paid for Products and Services Accepted. In addition, for material and services not yet Accepted, Seller shall be paid a percentage of price, in USD, reflecting the percentage of work performed prior to the notice of termination, plus an additional 15% of the value of the Products scheduled for delivery in the three months following the notice of termination for cancellation expenses incurred for materials and services initiated. In the event that the price due Seller is greater than the Payments specified in Attachment 4 – Product and Services Line Item Schedule, Buyer shall be liable to Seller for such amount and shall remit payment within thirty (30) days after Seller's invoice.
- 13.3 If the Seller's intention is to continue building of the Products for delivery to another Customer after termination by Seller, Seller may at its discretion, forgo payment for work performed, materials, parts, work-in-process and percentage of work performed for Products not Accepted prior to the notice of termination. Buyer would still be liable for cancellation expenses and re-marketing costs associated with resale to new Customer. The above shall constitute the sole liability and the exclusive remedy of the Parties for Default.

- 13.4 Upon request and at the expense of the requesting Party, a statement of validation by a mutually acceptable U.S. Public Accounting Firm shall accompany the amount claimed by Seller for termination. Either Party may submit any matter arising out of or related to a Default or termination for dispute resolution pursuant to the provisions of Article 33 – Dispute Resolution. In such event, no disputed amounts shall be payable pending a final court order or judgment. The prevailing Party shall be entitled to payment by the other Party only to the extent of damages actually awarded. In no event shall either Party be liable for the payment of incidental, consequential or special damages.

14.0 NO FAULT TERMINATION

This Contract will terminate, at no-fault to either Party, upon the failure of the USG to approve, or subsequently revokes, export licenses and/or other approvals required for Seller to perform its obligations under the Contract. If the Seller has received any Payments from Buyer, the Seller shall be entitled to retain such payments for the delivered goods and services provided to Buyer, and shall be entitled to payment for goods and services provided to Buyer that have not been paid (whether or not invoiced at the time of termination). Except for the payment of goods and/or services as stated above, in the event of termination under this Article, the Parties are hereby released from any and all liability or further obligation under this Contract.

15.0 ASSIGNMENT

This Contract will be effective and binding upon the successors and assigns of the contracting parties, but neither this Contract, nor the rights, duties and obligations there under can be sold, assigned or transferred by either party without the prior written consent of the other party, except Seller may assign its obligations to a wholly owned subsidiary, parent or affiliate company without the prior approval of the Buyer. Nothing contained in this Contract shall prevent the Seller from subcontracting work as is standard in its normal course of business.

16.0 NATURE OF RELATIONSHIPS AND COSTS

- 16.1 The Seller shall at all times be an independent Seller, and nothing in the Contract shall be construed as constituting a partnership, joint venture, representative, agency or employer and employee relationship between the Buyer and the Seller or any of the Seller's or the Seller's Subcontractors' employees.
- 16.2 Neither the Seller nor any of his employees nor any Subcontractor nor any employees of any Subcontractor shall at any time hold himself or themselves out to be the employee of the Buyer, and neither the Seller nor any Subcontractor nor any employees of any Subcontractor shall be entitled to any of the benefits provided by the Buyer to his established or un-established officers and staff.
- 16.3 Each Party shall bear its own costs arising out of or in connection with the preparation, negotiation and entering into of this Contract.



17.0 EXCLUSION OF LIABILITIES

17.1 Disclaimer and Release. The warranties, conditions, representations, obligations and liabilities of Seller and remedies of Buyer set forth in this agreement, are exclusive and in substitution for, and Buyer hereby waives, releases and renounces all other warranties and other obligations and liabilities of Seller, and any other rights, claims and remedies of Buyer against Seller express or implied, arising by law or otherwise, with respect to any nonconformance or defect in any *[insert all deliverables, i.e., contract items, spare parts, equipment, any services, including technical assistance, consulting and all data and documentation]* or other things provided under this agreement, including but not limited to:

17.1.1 any implied warranty of merchantability or fitness;

17.1.2 any implied warranty arising from course of performance, course of dealing or usage of trade;

17.1.3 any obligation, liability, right, claim or remedy in tort, whether or not arising from the negligence of the Seller; and

17.1.4 any obligation, liability, right, claim or remedy for loss of or damage to any property of *[insert customer/buyer]*, including without limitation any *[insert end items, i.e., aircraft, as applicable]*.

17.2 Exclusion of consequential and other damages. Seller shall have no obligation or liability, whether arising in contract (including warranty), tort whether or not arising from the negligence of Seller, or otherwise, for loss of use, revenue or profit or for any other incidental or consequential damages with respect to any nonconformance or defect in any Attachment 1, "Unmanned Air Vehicles Spares, Component, Equipment" or other things provided under this agreement.

17.3 Definitions. For the purpose of this Article 17, "Seller" includes Insitu, Inc., and The Boeing Company, its divisions, subsidiaries, the assignees of each, subcontractors, suppliers and affiliates, and their respective directors, officers, employees and agents.

17.4 Negotiated agreement. Buyer and Seller agree that this section has been the subject of discussion and negotiation and is fully understood by the parties, and that the goods and services and the other mutual agreements of the parties set forth in this Contract were arrived at in consideration of each of such provisions, specifically including this Section.

18.0 INDEMNIFICATION

18.1 Buyer shall indemnify and hold harmless Seller (including its parent company, divisions, subsidiaries and the assignees of each), its subcontractors, Sellers and affiliates, and all of the directors, officers, employees, agents or other individuals or parties representing, acting for or on behalf of any of the foregoing (collectively, the "Seller Parties") of and



- 18.5.1 Are unlawful;
 - 18.5.2 Cause physical or psychological or emotional harm or any danger, destruction, injury or other loss to a person, entity or property in order to advance or draw attention to a political, religious, racial or other cause or grievance, or to frighten, intimidate or coerce; and
 - 18.5.3 Use or attempt to use instrumentalities, weapons or other methods designed or intended to cause harm, danger, destruction, injury or other loss to persons, entities or properties.
- 18.6 Definitions. For the purpose of this Article, "Seller" is defined as Insitu, Inc., and The Boeing Company, its divisions, subsidiaries, affiliates, the assignees of each, and their respective directors, officers, employees and agents.
- 18.7 For purposes of this Article, the term "Claim" shall mean all claims, demands, losses, obligations, assessments, liabilities, actions, proceedings, suits, judgments, damages, costs or expenses, including without limitation, interest and penalties, court or arbitration costs, translation expenses, expert's fees and costs, attorney's fees and costs, including, without limitation, reasonable attorney's fees incurred in enforcing a right to indemnification hereunder, and all amounts paid in settlement of any of the above.
- 18.8 The Parties hereby expressly consent that any arbitral award rendered pursuant to this Contract with respect to Indemnified Claims may, but need not, be enforced by an action and brought in any United States District Court in the United States of America, and the Parties hereby expressly consent to jurisdiction and venue in that court for any such action and any follow-on action or proceeding to execute on a judgment from such action. Service of process in any of said actions or proceedings may be had by notice in accordance with the terms of this Contract or as permitted by the rules of local law in the jurisdiction of such actions or proceedings.
- 18.9 Buyer hereby expressly consents that execution on any judgment rendered pursuant to Indemnified Claims may be had on any of Buyer's public or private property located in the United States or in any other jurisdiction. Buyer hereby specifically, expressly and irrevocably waives any restriction limiting execution against it to property located in Czech ScanEagle FP COY BAF, and any limitation restricting execution, attachment or garnishment to its property located in Czech ScanEagle FP COY BAF.
- 18.10 Buyer expressly and irrevocably waives any claim to immunity and any defense based on it being a sovereign or foreign state, or an agency or instrumentality of a government or foreign state, with regard to any action to enforce an arbitral award pursuant to this Contract with respect to Indemnified Claims and any action to execute on any judgment, including without limitation, immunity from service of process, immunity from jurisdiction of any court, and immunity of any property from execution, including specifically attachment in aid of execution and prejudgment attachment to secure satisfaction of a judgment.

- 18.11 Buyer hereby warrants that it has the authority to waive any sovereign immunity or immunity defense with respect to any action to enforce an arbitral award pursuant to this Contract with respect to Indemnified Claims or to execute on a judgment and the authority to waive any restriction or limitation on the property upon which execution may be had, as hereinabove provided, and that no further action or approval is required to effect such waivers. The Parties further warrant that they have the authority to appoint a respective agent for service of process as hereinabove provided.

19.0 TAXES

- 19.1 Contract price will exclude, and Seller will not be required to pay, any present or future non-United States of America taxes, duties, fees, levies, bonds, charges, contributions, or any other such fiscal burden related to the execution and performance of this Contract, imposed by any jurisdiction other than the United States of America including any political subdivisions thereof.
- 19.2 Taxes are defined as including but not limited to the following: Income taxes, withholding taxes, branch profits, goods and services taxes, value added taxes, gross receipts, excise taxes, sales and use taxes, ad valorem, property, employment, social security, stamp duties, tariffs, import duties, as well as customs duties and all other duties and charges of any kind imposed by, or payable to, the authorities, instrumentalities, or agencies (including any related interest or penalties thereon).
- 19.3 Buyer will be responsible for payment of all taxes duly levied by any taxing authority other than the United States of America including any political subdivision thereof.
- 19.4 In the case of a withholding tax imposed on payments to Seller, Buyer shall withhold the appropriate amount of tax and forward this amount to the appropriate tax authorities on behalf of Seller. If any payments to Seller under this agreement are subject to withholding tax, the Buyer shall pay to Seller such gross amount that after payment of withholding tax, would result in the receipt by Seller of any and all payments due Seller specified in the agreement exclusive of taxes (i.e., the Seller will receive as net payments the full Contract price specified in this agreement regardless of the amount of withholding taxes paid).
- 19.5 Buyer shall provide Seller with official tax receipts certificate evidencing payment of such a withholding tax.
- 19.6 To the extent effort under this agreement is exempt from value added tax, goods and services tax, or other taxes, Buyer shall assist Seller with obtaining appropriate exemptions. Failure to obtain and/or meet requirements of such exemption will result in the charging of value added tax at the standard rate.
- 19.7 The Contract price shall be increased by the amount of any after imposed tax or of any tax or duty specifically excluded from the Contract price by a provision of this Contract that the Seller is required to pay or bear, including any interest or penalty, if the Seller states in writing that the Contract price does not include any contingency for such tax and

if liability for such tax, interest, or penalty was not incurred through the Seller's fault, negligence, or failure. After imposed tax means any new or increased tax or duty, or tax that was exempted or excluded on the Contract date but whose exemption was later revoked or reduced during the Contract period, other than excepted tax, on the transactions or property covered by this Contract that the Seller is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the Contract date.

20.0 PROPRIETARY INFORMATION

- 20.1 Subject to the Parties' compliance with applicable laws, and subject to Buyer's and Seller's rights under this Contract, each Party shall protect as set forth herein any information received from the other Party under or in connection with this Contract that the disclosing Party considers proprietary or confidential ("Proprietary Information") and that, if disclosed in tangible form, has been marked with an appropriate proprietary legend such as PROPRIETARY or CONFIDENTIAL, or another restrictive legend allowed under this Contract, and if disclosed in some other form (e.g., orally or visually), has been identified as proprietary at the time of original disclosure and summarized in a writing conspicuously marked with an such a legend and delivered to the receiving Party within 30 days of original disclosure. Each Party shall protect such information except to the extent disclosure is required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction and, in the case of Buyer, to the extent Buyer has no right to refuse disclosure under the law of Buyer's country. Where this exception applies, the receiving Party shall, to the extent legally permitted to do so, provide prompt written notice to the disclosing Party prior to proceeding with such disclosure and shall afford the disclosing Party the right to resist such release.
- 20.2 The receiving Party shall, at the disclosing Party's written request, return to the disclosing Party all such Proprietary Information of the disclosing Party when no longer needed for completion of this Contract, or shall, at the disclosing Party's option, destroy all such information and certify as to such destruction to the disclosing Party.
- 20.3 The receiving Party may use and copy the disclosing Party's Proprietary Information solely for the purpose of performing the receiving Party's obligations under this Contract, and such information shall remain the property of the disclosing Party or a third party as applicable. The receiving Party may disclose the disclosing Party's Proprietary Information to employees of the receiving Party who have a need-to-know the Proprietary Information for the purposes of performing the receiving Party's obligations under this Contract. Notwithstanding the restrictions set forth in this Article 20.3, Seller may disclose to a subcontractor Proprietary Information of the Buyer as may be necessary to perform the subcontract, on the condition that the subcontractor agrees that such information will be used solely for the purposes of such subcontract. In addition, each receiving Party may disclose the other Party's Proprietary Information to the receiving Party's advisers, agents and contract labor for the purpose of performing the receiving Party's obligations under this Contract, provided that such advisers, agents and contract

labor are subject to written obligations of confidentiality no less stringent than those set forth in this Article 20.

20.4 Neither Party's obligations under this Article 20 apply to any information that:

20.4.1 The receiving Party knew and held without restriction as to further disclosure when the disclosing Party disclosed the information under this Contract; or

20.4.2 is publicly available from a source other than the disclosing Party other than as a result of the receiving Party's breach of its obligations under this Article; or

20.4.3 is or becomes known to the receiving Party from a source other than the disclosing Party who is authorized to disclose the information without restriction; or

20.4.4 is independently developed by the receiving Party without use of the information of the disclosing Party.

20.5 The receiving Party will satisfy its obligations hereunder to protect Proprietary Information from misuse or unauthorized disclosure by exercising reasonable care. Such care will include protecting such information using those practices the receiving Party normally uses to restrict disclosure and use of its own information of like importance.

20.6 The nondisclosure obligations set forth herein shall persist for five years after termination or expiration of this Contract.

20.7 The Parties acknowledge that the disclosing Party may suffer irreparable harm if the receiving Party fails to comply with its nondisclosure obligations set forth herein, and that monetary damages in that event would be inadequate to compensate the disclosing Party. Consequently, the disclosing Party shall be entitled, in addition to any monetary relief as may be recoverable by law, to any temporary, preliminary or permanent injunctive relief as may be necessary to restrain any continuing or further breach by the receiving Party, without showing or proving any actual damages sustained by the disclosing Party and without the necessity of posting any bond or, if required, a bond of minimal value only.

20.8 Optional - In the event the Buyer and Seller have entered into a separate proprietary information/ confidentiality agreement, it shall be incorporated by reference and shall have precedence over this Article 20. The term of negotiated separate proprietary information/ confidentiality agreement shall be extended to the term of this Contract. All other terms of the separate proprietary information/ confidentiality agreement shall remain unchanged.

21.0 LANGUAGE OF CONTRACT AND DOCUMENTATION

All documents to be supplied in connection with this Contract, such as shipping documents, drawings, instruction manuals, letters, telegrams, etc., shall be in the English



language and commensurate with the Seller's usual standards, unless otherwise agreed upon. All documentation will be sent to the addresses as shown in 37 – Notice, Authorities and Designations hereof, unless otherwise stated within this Contract.

22.0 REPRESENTATIVE EXPENSES

Each Party shall be responsible for its own employees and/or representatives' salary, travel and living expenses, and except as otherwise provided herein, all legal and other costs and expenses incurred in connection with this Contract and the transactions contemplated hereby.

23.0 U.S. GOVERNMENT APPROVAL AND REQUIREMENTS

- 23.1 The Seller shall apply for export authorization, including notification to the USG Congress, for the licenses and approvals required to perform its obligations under the Contract.
- 23.2 This Contract is subject to all United States laws and regulations relating to exports and to all administrative acts of the U.S. Government pursuant to such laws and regulations. Without limiting the foregoing, the Parties shall comply with all United States export/import and technology control laws and regulations. The information that the Parties may wish to disclose pursuant to this Contract may be subject to the provisions of the Export Administration Act of 1979 and the Export Administration Regulations promulgated there under, the Arms Export Control Act and the International Traffic in Arms Regulations promulgated there under, and the sanctions laws administered by the Office of Foreign Assets Control. The Parties acknowledge that these statutes and regulations impose restrictions on import, export and transfer to third countries of certain categories of data, and that licenses from the U.S. Department of State and/or the U.S. Department of Commerce may be required before such data can be disclosed hereunder, and that such licenses may impose further restrictions on use and further disclosure of such data.
- 23.3 Seller's inability to perform any obligations under this Contract due to compliance with any USG laws and regulations relating to exports and to all administrative acts of the USG pursuant to such laws and regulations shall be considered an Article 9 – Excusable Delays/Force Majeure event.
- 23.4 Should the USG deny the licenses and approvals required to perform its obligations under the Contract, the Parties agree the Contract will terminate pursuant to 16 - No Fault Termination.

24.0 STATUS AND PUBLICITY

- 24.1 It is expressly understood and agreed that neither Party is an agent of the other. Each Party agrees not to use the other Party's name in any news release, advertising or publicity regarding this Contract without the prior written consent of the other Party.



Prior to release, copies of the written or oral announcement in which the other Party's name is mentioned shall be forwarded to the other Party, in accordance with Article 34 – Notice, Authorities and Designations, together with an accurate and complete English translation thereof, if the publication is to be in another language.

- 24.2 ScanEagle® is a registered trademark of Insitu, Inc. and shall not be used without prior written consent from Seller.

25.0 SEVERABILITY

Should any of the provisions of this Contract be found to be invalid, illegal, or unenforceable, the Parties agree to continue performance on the remaining provisions of the Contract not so affected, unless the ineffectiveness of such provision would result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable or economically impractical.

26.0 CONSTRUCTION OF CONTRACT

Unless the context of this Contract clearly requires otherwise: (i) references to the plural include the singular and vice versa; (ii) "including" is not limiting; (iii) Article, paragraph, section, subsection, appendix, and attachment references are to this Contract unless otherwise specified; (iv) reference to any agreement (including this Contract), document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof.

27.0 INTELLECTUAL PROPERTY RIGHTS

27.1 Interpretation. In this Article:

27.1.1 "Intellectual Property Right" means all rights with respect to copyright, registered and unregistered patents, registered and unregistered trademarks, service marks, registered and unregistered designs and circuit layouts, and all other rights in relation to inventions or rights resulting from intellectual activity in industrial, scientific, literary or artistic fields (that is recognized in the domestic law of any country of the world), including any intellectual property right protected through legislation or arising from protection of information as a trade secret or as confidential information;

27.1.2 "Software" means computer programs, including those stored in integrated circuits, read-only memory or similar devices, computer program documentation, and computer databases, including modifications to any of the foregoing; and

27.1.3 "Technical Information" means information required to be delivered under this Contract of a scientific or technical nature relating to the Work, including

information related to Inventions, designs, methods, processes, techniques, interfaces, data structures, architectures, analysis tools, modeling or simulation, models, prototypes, patterns, samples, schematics, experimental data, test data, reports, drawings, plans, specifications, photographs, collections of information, manuals, and Software. Technical Information does not include data concerned with the administration of the Contract, such as financial data, business processes, or management information. Technical Information also does not include any data systems, tools or applications that are developed using non-Buyer funding and that may be used to generate, modify or deliver Products under this Contract.

- 27.2 The Seller shall own the Intellectual Property Rights attached to the design, development, manufacturing, assembling and testing process of the Products or to any part thereof and Services. The provision of any Technical Information or documentation under this Contract shall neither imply, nor permit, nor provide any right to manufacture or have manufactured any part, component, system or element of the Products and Services through licensing or otherwise. The Buyer shall have the right to use, copy and reproduce Technical Information as necessary for the use, maintenance and repair of Products.

28.0 SELLERS RESPONSIBILITY AND PRODUCT USE DECLARATION

Notwithstanding that Seller may be Pilot in Command, Seller hereby declares and Buyer accepts that Seller will not perform any intelligence analysis nor plan any operational missions. Seller will not have any role in determining any operational flight plan; determining sensor collection tasks; analyzing any collected information (real-time or post-collection); or, making any targeting recommendations or decisions or consult in any way on the collected information. Seller will have no role in disseminating collected information. Buyer assumes responsibility for missions, collection, intelligence, analysis and decisions based on all collected information.

29.0 ACCESS TO BUYER'S FACILITIES AND DATA

- 29.1 The Buyer shall provide to Seller personnel, at no cost, all reasonable access to its premises and any data required to perform this Contract, as far as is reasonably practicable.
- 29.1.1 Buyer will supply Seller with the following services while in Bagram Airfield performing services under this Contract:
- 29.1.2 Fire Protection: Provide and operate fire-fighting, rescue equipment and vehicles when responding to fires, hazardous chemical spills, and other emergency situations as required. Inspect fire protection equipment associated with the Products facilities in accordance.
- 29.1.3 Maintenance of Facilities and Operation of Utilities:



- 29.1.4 Maintain the buildings and utilities according to Buyer standards. Support provided will be compatible with the support provided other base functions, considering mission precedence and available base resources.
- 29.2 Provide facilities to include ventilation, air conditioning, commercial grade electrical power, and lighting in facilities where the Training Services will be deployed in accordance.
- 29.3 Communications: Provide all standard Buyer communication systems and difference training as required.
- 29.4 Operations / Scheduling:
 - 29.4.1 Provide classroom space and conference rooms when required by the Seller in the performance of this Contract.
 - 29.4.2 Provide office and maintenance work space for Seller's Products site personnel to include instructors and maintenance personnel in Buyer's facility.
- 29.5 Security and Law Enforcement: Provide security for Seller occupied facilities in accordance with Buyer directives and procedures. The Buyer will provide similar force protection measures consistent with those being afforded Buyer personnel working alongside Seller employees. Additional force protection requirements will be addressed in the SOW as necessary under specific deployment conditions and circumstances.

30.0 EMERGENCY EVACUATION AND EXTRACTION

The Seller shall have the unilateral right to withdraw from the country and terminate all services under this Contract without penalty in the event Seller determines for itself that the security threat to its personnel are no longer acceptable and Seller employees or Seller's subcontractor personnel believe their lives are in imminent danger. Such determination shall be considered an act covered under Excusable Delays/Force Majeure. In the event of a mandatory evacuation order, the Buyer will provide assistance, to the extent available, to relocate Seller's personnel to a safe area or evacuate them from the danger area. Additionally, any cost incurred by the Seller for such evacuation and subsequent re-entry expenses, if applicable, shall be subject to an equitable price and schedule adjustment.

31.0 SURVIVAL AFTER TERMINATION OR EXPIRATION

The following Articles shall survive the termination or expiration of this Contract: Article 4 - PRICE; 5 - TERMS OF PAYMENT; 8 - INSPECTION AND ACCEPTANCE; 9 - EXCUSABLE DELAYS/FORCE MAJEURE; 10 - WARRANTY; 14 -NO FAULT TERMINATION; 17 - EXCLUSION OF LIABILITIES; 180 - INDEMNIFICATION; 20 - PROPRIETARY INFORMATION; 23 - U.S. GOVERNMENT APPROVAL AND REQUIREMENTS; 27 - INTELLECTUAL PROPERTY RIGHTS; 31 - SURVIVAL AFTER TERMINATION OR EXPIRATION, 32 - GOVERNING LAW; and 33 - DISPUTE RESOLUTION.

32.0 GOVERNING LAW

The Contract shall be governed by the law of the State of Washington, exclusive of its conflicts of law principles. Any disputes arising out of this Contract that cannot be informally resolved shall be adjudicated exclusively in King County, Washington, in any court of competent jurisdiction. This Contract is expressly conditioned on the exclusion of the application of the United Nations Convention on the International Sale of Goods (UNCISG).

33.0 DISPUTE RESOLUTION

33.1 In the event of any dispute, controversy or claim arising out of, in connection with or relating to this Contract, including any question regarding its formation, existence, validity, enforceability, performance, interpretation, breach or termination (a "Dispute"), the parties shall use reasonable efforts to resolve such Dispute through amicable negotiations.

33.2 If either party gives written notice to the other party that a Dispute has arisen, and the parties are unable within 30 days of such written notice to resolve such Dispute, it shall be referred to management of the respective companies. If management is unable, within 30 days, to resolve a Dispute, then either party shall have the right to commence litigation as described further in this clause.

33.3 The Parties hereby irrevocably agree that any and all Disputes relating to this Contract shall be resolved exclusively by the courts of King County Washington and the federal courts of the State of Washington, U.S.A. Each Party hereby waives and agrees not to assert by way of motion, as a defense or otherwise, in any such suit, action or proceeding, any claim that (a) such Party is not personally subject to the jurisdiction of the above-named courts, (b) the suit, action or proceeding is brought in an inconvenient forum or (c) the venue of the suit, action or proceeding is improper.

33.4 The parties agree that the matters that are the subject of this Contract are commercial transactions and irrevocably agree not to claim and to waive any sovereign, state or other immunity from service, suit, execution, pre-judgment or post-judgment attachment, or any arbitration or the enforcement of any arbitral award hereunder or other legal process in any jurisdiction in connection with the Contract.

33.5 Each party shall bear its own costs and expenses, including without limitation attorneys' fees and other costs of legal representation.

34.0 NOTICE, AUTHORITIES AND DESIGNATIONS

34.1 Any notice required to be given under the provisions of this Contract shall be effective if delivered by 1st Class Airmail, facsimile, e-mail or hand delivery sent to the other Party at the address listed below, except that any Party may, by notice to the other, change its designated address and recipient;



Buyer:

Czech ScanEagle FP COY BAF
Bagram Aeirfield 1
APO-AE-09354
CPT. Ing. Vojtěch NOVOTNÝ
Czech ISR Commander
DNS: 318 418 1463
ROSHAN: 0795020169
scaneagle@gmail.com

Seller:

Insitu, Inc.
118 E. Columbia River Way

JIM POE
Senior contract officer
+(590) 493-5971

Notice will be deemed delivered upon actual receipt of the document(s).

- 34.2 The Seller's Representative shall designate to the Buyer Representative by notice, within fifteen (15) calendar days of the Effective Date of the Contract, or change of authority, the person (as the Seller's Representative, who shall be authorized for all purposes pertaining to the performance of the Contract, such notice to include address, telephone, e-mail and facsimile numbers.
- 34.3 The Buyer Representative will designate to the Seller Representative, by notice, within fifteen (15) calendar days of the Effective Date of the Contract, the following persons:
- 34.3.1 The Project Manager;
- 34.3.2 The Technical Authority.
- 34.4 Such notice will include address, e-mail, telephone, and facsimile numbers for each of the above authorities.
- 34.5 The Buyer's Representative will be solely responsible on behalf of Buyer for the administration, management and direction of the Contract, including amendments thereto. All questions or matters arising on the part of the Seller with respect to the performance of the Contract or the conduct of the work shall always be forwarded directly to the Buyer's Representative.
- 34.6 The Parties may designate to each other, by notice, other officials and their particular functions relating to any matter or thing pursuant to the Contract.
- 34.7 Any Party may, by notice, change any designations which it has made in accordance with the provisions of this Article.
- 34.8 Each of the above authorities may delegate his/her authority and may act through his/her duly appointed representatives.
- 35.0 NO WAIVER

Neither Party shall be deemed to have waived any provision of this Contract unless expressly so stated in writing and signed by that Party. No waiver shall be deemed to be a continuing waiver unless so stated in writing.

36.0 ORDER OF PRECEDENCE AND ENTIRE AGREEMENT

This Contract constitutes the entire agreement and understanding between the Buyer and Seller. There are no agreements, understandings, conditions, or representations, oral or written, that are not embodied in this Contract or that have not been superseded by this Contract. The Buyer and Seller agree that in the event of an ambiguity or inconsistency between the documents comprising this Contract, the documents will be given a descending order of precedence as follows:

1. The Terms and Conditions of the Contract.
2. Attachment A - Statement of Work dated xx/xx/xx- Configuration Document / Specification
3. All other documents attached to the Contract.
4. Any clause that might become part of this Contract by operation of law or treaty.
5. All other documents incorporated by reference into the Contract.

37.0 EFFECTIVE DATE

This Contract shall become effective upon execution of the Contract by both Parties, as documented by the signing of Contract by both the Buyer Representative and the Seller Representative, the approval of any applicable export license, and Buyer's Irrevocable Commercial Documentary Letter of Credit.

In Recognition of the Above, the Parties Have Caused This Contract To Be Executed By Their Duly Authorized Representatives as of the Day and Year Indicated Below:

On behalf of:

21 12. 2016

Cz
Sig

Na
Tit
Da

On behalf of:

INSITU, INC
Signed:

Name:
Title:
Date Signed

Digitally signed by Jim Poir
DN: cn=net, o=insitu, ou=development,
email=jim.poir@insitu.com, c=us
Contracting - 911, O=Jim Poir,
email=jim.poir@insitu.com
Date: 2016.12.21 10:19:21 -0800