General Terms and Conditions

Any additional or differing terms, conditions or limitation of liability proposed by offeror, whether in a quote or proposal document shall have no effect unless accepted in writing by Parsons Government Services Inc. (i.e. buyer). The offeror/quoter acknowledges that Parsons Government Services Inc. (hereinafter referred to as PGS, Parsons, Contractor, or Buyer) Terms and Conditions, below, have been received and deemed acceptable for incorporation into all PGS Purchase Orders/Subcontracts issued to offeror/quoter following date of execution. The terms "SELLER" or "SUBCONTRACTOR" are used interchangeably and shall have the same meaning.

1.0 ACCEPTANCE

This Purchase Order/Subcontract, which represents the entire agreement between PGS and the SELLER, becomes a binding contract upon the terms and conditions set forth herein by acknowledgment or commencement of performance. Acceptance is limited to the terms and conditions set forth in this Purchase Order/Subcontract. No change, modification, or revision to this Purchase Order/Subcontract shall be valid and binding unless in writing and signed by the authorized representative of PGS. Unless expressly accepted in writing by PGS, additional or differing terms or conditions proposed by SELLER or included in SELLER's acknowledgment are objected to by PGS and have no effect. The express terms of this Purchase Order/Subcontract supersede and control any course of dealing or usage of trade. In any contract between PGS and SELLER resulting from the subject matter hereof, this Purchase Order/Subcontract shall conclusively be presumed to be the offer. Except as otherwise expressly provided herein, title to and risk of loss on all conforming supplies shipped by SELLER to PGS shall pass to PGS upon final acceptance of the supplies by PGS.

2.0 INDEPENDENT CONTRACTOR RELATIONSHIP

The relationship between PGS and SUBCONTRACTOR is that of independent contractor. This Agreement does not create any employer-employee, agency, joint employer, joint venture or partnership relationship between PGS and SUBCONTRACTOR, its lower tier subcontractors or their respective employees. PGS is interested only in the results of performance by the employees provide by SUBCONTRACTOR or its second tier subcontractor and not the specific method or manner of performance. Therefore, while SUBCONTRACTOR agrees to perform the Work in accordance with and to PGS' standards and specifications, as directed by PGS and PGS' designated site manager (the "Site Manager"), the SUBCONTRACTOR's employees retain sole and exclusive control over the method and manner in which the Work is performed. The Site Manager may be an employee of PGS or may be an employee of a subcontractor working on the site. All Work performed pursuant to this Agreement is subject to PGS' right of inspection and must meet with PGS' approval.

3.0 DISCLOSURE OF INFORMATION AND PUBLICITY

Seller shall not publish any information developed under this Contract, nor disclose, confirm, or deny any details about the existence or subject matter of this Contract, or use Buyer's name in connection with Seller's sales promotion or publicity without prior written approval of the Buyer.

4.0 PAYMENTS, TAXES, AND DUTIES

1. Unless otherwise provided, terms of payment shall be net forty-five (45) days from the latest of the following: (i) PARSONS receipt of the SELLER's proper invoice; (ii) scheduled completion of performance date of the Work; or (iii) actual completion of performance of the Work.
2. Each payment made shall be subject to reduction to the extent of amounts which are found by PARSONS or SELLER not to have been properly payable, and shall also be subject to reduction for overpayments. SELLER shall promptly notify PARSONS of any such overpayments found by SELLER.
3. PARSONS shall have a right of setoff against payments due or at issue under this Contract or any other Contract between the parties.

5.0 WARRANTIES

Seller warrants that the goods described herein shall be free from defects in workmanship and materials and shall strictly conform to applicable specifications, drawings and approved samples, if any, including performance specifications and, if of Seller's design, will be free from design defects, fit for their intended purpose, and of merchantable quality. All warranties shall run to Buyer, its customers, and subsequent owners of the goods or end products of which they are a part. These warranties shall be in effect for a period of eighteen (18) months after Buyer has accepted such supplies. In the event of a breach hereunder, Buyer may require that the goods be repaired or replaced, or Buyer may return all or part of the goods to Seller for refund or Buyer may retain the goods. In the event Buyer retains the goods, the price of this Purchase Order will be equitably reduced and, if the contract price has been paid, a refund will be made to the Buyer. Seller agrees to indemnify Buyer, its customers or subsequent owners for all liability loss, costs and expenses, including costs of test performed by Buyer, its customers or subsequent owners in determining whether a breach has occurred, any and all costs of disassembly and reassembly incurred as a result of the breach and reasonable attorney's fees and costs of litigation, resulting from any breach of any or all said warranties, express or implied. Notice of breach shall be deemed sufficient if given any time during aforesaid warranty period. All warranties shall be construed as conditions as well as promises and shall not be deemed to be exclusive remedies. The aforementioned warranties shall be cumulative with all other warranties and remedies provided by law. The provisions of this clause apply unless the prime contract requirements for warranties are different. If such is the case, the prime contract provisions shall prevail and the Seller shall provide the Buyer a comparable or better warranty.

6.0 INDEMNIFICATION

SUBCONTRACTOR shall defend, indemnify and hold harmless PGS, Customer and their respective directors, officers, employees, agents and Subcontractors from and against any and all liability, damages, losses, claims, demands, judgments, costs and expenses which relate to, arise out of, or are asserted or incurred as a result of: (1) the performance of the Work by SUBCONTRACTOR or SUBCONTRACTOR's Employees; (2) the failure to comply with all applicable laws in performing the Work under this Agreement by SUBCONTRACTOR or SUBCONTRACTOR's Employees; (3) the negligence or wrongful acts of SUBCONTRACTOR or SUBCONTRACTOR's Employees; or (4) any claims made by SUBCONTRACTOR's Employees arising out of the performance of Work; provided, however, that the foregoing indemnity obligation shall not apply to any injury, damage or loss caused by the sole negligence or willful misconduct of PGS. For purposes of this provision, the term "SUBCONTRACTOR's Employees" shall include all of SUBCONTRACTOR's employees, lower tier subcontractors, and agents. If any claims or demands are made against PGS as a result of the Work or as a result of any actions or failures to act by the SUBCONTRACTOR, or if PGS reasonably believes that such claims or demands will be made, PGS may withhold from the amount otherwise due or to become due under this Agreement such amount as PGS reasonably determines may be necessary to cover such claims and to cover any costs which PGS reasonably anticipates may be incurred in connection with defending against such claims. The foregoing right to withhold payment shall not be PGS' exclusive remedy and shall be in addition to any other remedies which PGS may have under this agreement or at law or in equity. The obligations under this paragraph shall survive the termination of this Agreement.

7.0 CONSEQUENTIAL DAMAGES AND LIMITATION OF LIABILITY

Except as stated in this agreement, neither party will be liable for, nor will the measure of damages assessed against either party include, any indirect, incidental, special, consequential or punitive damages or amounts for loss of income, data, profits or savings of the other party or any third party, excluding the profits included in Supplier's charges for the Services. Each party will be liable to the other party only for any direct damages arising out of the liable party's performance under this Purchase Order. In no event will Contractor be liable for the failure of the Client to provide consent to use the services of Supplier. Contractor will make a good faith effort to obtain consent.

8.0 INTELLECTUAL PROPERTY

1. SELLER assigns, conveys and transfers to PARSONS without any further consideration each and every invention, discovery, improvement, mask work, and patent relating to the Work, conceived, developed, or generated in performance of this Contract, and upon request shall execute any required papers and furnish all reasonable assistance to PARSONS to vest all right, title and interest in such inventions, discoveries, improvements, maskworks, and patents in PARSONS.

2. All data, copyrights, reports, and works of authorship developed in performance of this Contract shall be the sole property of PARSONS, shall be used by SELLER solely in work for PARSONS. To the extent that any of the deliverable items may not, by operation of law, be works made for hire, SELLER hereby assigns to PARSONS the ownership of copyright in the deliverable items and PARSONS shall have the right to obtain and hold in its own name copyrights, registrations, and similar protection which may be available in the deliverable items. SELLER agrees to give PARSONS or its designees all assistance reasonably required to perfect such rights.

3. To the extent that any pre-existing inventions, technology, designs, works of authorship, mask works, technical information, computer software, and other information or materials are used, included, or contained in the Work or deliverable items and not owned by PARSONS pursuant to this or a previous agreement with SELLER, SELLER grants to PARSONS an irrevocable, nonexclusive, world-wide, royalty-free license to: (i) make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works based upon, such pre-existing inventions, technology, designs, works of authorship, mask works, technical information, computer software, and other information or materials and derivative works thereof; and (ii) authorize others to do any, some or all of the foregoing.

4. Items delivered under this Contract such as operation and maintenance manuals shall be delivered with the right to copy for internal use and/or copy and deliver with the right to use to PARSONS's customers.

5. All reports, memoranda or other materials in written form, including machine readable form, prepared by SELLER pursuant to this Contract and furnished to PARSONS by SELLER hereunder shall become the sole property of PARSONS.

9.0 INTELLECTUAL PROPERTY INDEMNIFICATION

1. SUBCONTRACTOR shall defend or settle any allegation or claim by a third party against Contractor and/or Client, and indemnify and hold Contractor and/or Client harmless from and against any and all liabilities, losses, damages, fees, including attorneys fees, royalties, costs and other expenses, arising from any claim of infringement or alleged infringement from any person or party of any Intellectual Property Rights, as defined herein, by SUBCONTRACTOR, based on SUBCONTRACTOR's creation of the Work Product or on SUBCONTRACTOR's performance of any of the Services hereunder. SUBCONTRACTOR's obligations shall also specifically include, but shall not be limited to (a) any misuse or unauthorized use of any Intellectual Property by SUBCONTRACTOR in the performance of the Services or in the incorporation of same into the Work Product; (b) the infringement or alleged infringement of any Intellectual Property rights based on Client's, Contractor's or a third party's use or operation of the Work Product following the completion thereof by SUBCONTRACTOR, with the exception of any such use or operation in violation of an applicable third-party license or other agreement; (c) the use, or misuse, by SUBCONTRACTOR during the performance of the Services, of any confidential or Proprietary and/or Business Sensitive Information or trade secrets of a third party; or (d) any use, or misuse, of confidential or Proprietary and/or Business Sensitive Information or trade secret processes by Contractor, Client or a third party in the use or operation of the Work Product following the completion thereof by SUBCONTRACTOR, with the exception of any such use or misuse in violation of an applicable third-party license or other agreement. Notwithstanding the foregoing, SUBCONTRACTOR shall have no obligation to indemnify Contractor or Client with respect to any method or process required by the Specifications relating to Contractor's or Client's business operations as opposed to SUBCONTRACTOR's services or methods of business operations.

2. Solely with regard to Intellectual Property that Contractor has expressly requested SUBCONTRACTOR to incorporate into the Work Product, and that relates to the Contractor's business operations, Contractor shall defend or settle any allegation or claim by a third party against SUBCONTRACTOR, and indemnify and hold SUBCONTRACTOR harmless from and against any and all liabilities, losses, damages, fees, including attorneys fees, royalties, costs, and other expenses, arising from a claim of infringement or alleged infringement of any Intellectual Property Rights, as defined herein.

3. The indemnified party shall promptly notify the indemnifying party in writing of any claim of infringement or alleged infringement, and cooperate with the indemnifying party, and allow the indemnifying party sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, Contractor agrees to permit SUBCONTRACTOR to procure for the Contractor the right to continue to use the Work Product, or to modify or replace the Work Product to make it non-infringing, if possible.

4. Notwithstanding the other provisions of this Paragraph 8.0, the indemnifying party will have no liability to the indemnified party for any claim of infringement based on the use or licensing of any portion of an integrated system modified by the indemnified party if the claim reasonably relates to such modification.

10.0 INSPECTION AND ACCEPTANCE

1. All Articles will be subject to inspection and testing as prescribed in this Purchase Order by Buyer and its Client or assignees at the manufacturer's plant, as well as at the place of destination. Said costs of testing shall be borne by Seller to substantiate that the Articles and Services provided under the PURCHASE ORDER conform to the drawings, specifications, and contract requirements listed.

2. The inspection or acceptance or payment of Buyer for any part or percentage of the Articles described herein will not relieve or release Seller from any obligations or liabilities under this Purchase Order. Until complete acceptance and after any objections, risk of loss will be upon the Seller unless loss results from the sole negligence of Buyer.

11.0 DELIVERY

Time is of the essence in the performance of this Purchase Order. Deliveries (as specified in the order) shall be strictly in accordance with the quantities and schedule specified in the order. If at any time it appears Seller may not meet such schedule, Seller shall immediately notify Buyer verbally (to be confirmed in writing) of the reasons for and estimated duration of the delay and, if requested by Buyer, make every effort to avoid or minimize delay to the maximum extent possible, including the expenditure of premium time and shipment via air, both at Seller's expense. In the event of early delivery, Buyer may store goods at Seller's expense. Seller shall not, without Buyer's written consent, manufacture or procure materials in advance of Seller's normal flow time or delivery in advance of schedule. In the event of termination or change, no claims will be allowed for any such manufacture or procurement in advance of such normal flow time unless there has been such prior written consent of Buyer. Shipment shall be made F.O.B. Buyer's plant at the address prescribed in this order, unless a different F.O.B. point is prescribed. Unless otherwise provided herein, title in supplies hereunder vests in Buyer only upon final acceptance at buyer's designated facility.

12.0 COMPLIANCE WITH LAWS

Seller shall comply with all applicable federal, state, and local laws, Government orders, and regulations in performing this Purchase Order.

Seller covenants to save and hold Buyer harmless from—and to reimburse it for—any and all costs, damages, and expenses (including attorney's fees) incurred directly or indirectly through any failure of Seller to comply with any such law, regulation, or order. Notwithstanding the above, this clause shall not be construed, nor shall this clause in any way compromise the interests of the Government.

13.0 COMPLIANCE WITH LABOR LAWS

SUBCONTRACTOR shall comply with the provisions of all applicable federal, state, county and local laws, ordinances, regulations and codes related to all Work (including procurement of all licenses, permits, certificates or other approvals) including as examples only, but not limited to, laws related to the safety of persons or property; laws relating to protection and preservation of the environment; laws relating to labor standards and employment practices; laws relating to the maintenance of employment-related records; laws relating to compensation and taxation; laws relating to eligibility and conditions for employment; IRS requirements relating to maximum per diem rates, laws relating to the protection of intellectual property rights; and laws relating to hazardous or contaminated materials. SUBCONTRACTOR will not knowingly employ an unauthorized alien (as defined in subsection (h)(3) of the Immigration Reform and Control Act of 1986) where such alien was hired after November 6, 1986, or where it has come to their attention that an alien has become an unauthorized alien subsequent to that date. The obligations under this paragraph shall survive the termination of this Agreement.

SUBCONTRACTOR shall comply with all laws, regulations, codes or other legal directives in its performance of the Work, including in its employment and compensation of those who perform the Work.

SUBCONTRACTOR represents and warrants to PGS that SUBCONTRACTOR shall be solely responsible and liable for compensating SUBCONTRACTOR's Employees, that SUBCONTRACTOR shall be solely responsible and liable for making any federal, state or local tax withholding with respect to amounts paid by SUBCONTRACTOR to SUBCONTRACTOR's Employees and that it shall be solely responsible for complying with the workers compensation regulations for the state in which the Work site is located.

All Work under this Agreement shall be performed by employees of SUBCONTRACTOR or employees of an PGS approved second tier subcontractor under contract to the SUBCONTRACTOR. All such employees shall be classified and compensated as employees by the SUBCONTRACTOR or second tier subcontractor, and not classified or compensated as independent contractors by the SUBCONTRACTOR or second tier subcontractor. No provision of this Agreement or practice of the parties shall be deemed to create an employee/employer relationship between PGS and any employee of SUBCONTRACTOR or its second tier subcontractor, or a joint employer relationship between PGS and SUBCONTRACTOR or its second tier subcontractor.

14.0 WAIVERS, APPROVALS, AND REMEDIES

1. Failure by either party to enforce any of the provisions of this Contract or applicable law shall not constitute a waiver of the requirements of such provisions or law, or as a waiver of the right of a party thereafter to enforce such provision or law.

2. PARSONS's approval of documents shall not relieve SELLER of its obligation to comply with the requirements of this Contract.

3. The rights and remedies of either party in this Contract are cumulative and in addition to any other rights and remedies provided by law or in equity.

15.0 ASSIGNMENT

Neither this Purchase Order nor any interest under it shall be assignable nor any duties delegated by Seller, voluntarily or involuntarily, without the Buyer's prior written consent. Any such consent given shall not be deemed to waive or prejudice Buyer's right to recoupment and/or set off claims arising out of this or any other transactions with Seller, its divisions, affiliates, or subsidiaries, or to settle or adjust matters with Seller without notice to assignees. Seller shall not enter into any Purchase Order for the procurement of items covered here or substantial portion thereof without first obtaining the written approval of Buyer.

16.0 GOVERNING LAW

This Purchase Order shall be interpreted and enforced in accordance with the laws of the State of California, in all respects, including statutes of limitations, but specifically excluding the conflict of law's provisions normally applied therein to any dispute or controversies arising out of or pertaining to this agreement.

17.0 CHOICE OF FORUM

Seller agrees that no lawsuit pertaining to any matter arising under or growing out of this Purchase Order shall be instituted in any court other than either the Superior Court of the State of California, for the County of Los Angeles, Northeast District, or the United States District Court for the Central District of California.

18.0 DISPUTES

The parties shall use the following procedures as a condition precedent to either party's pursuing other available remedies:

A. The parties agree to make a good faith effort mutually to resolve any dispute concerning this Subcontract as quickly as practicable.

B. If, however, the parties are not able to so resolve a dispute, each party's representatives shall submit the dispute to one of that party's senior-level executives (including Presidents, Executive Vice Presidents, Senior Vice Presidents, and Chief Financial Officers) for review, and shall simultaneously notify the other party in writing of such submittal. Within ten (10) business days after the tendering of such notice by the last party to do so, a meeting shall be held among such senior-level executives of the parties and any other necessary representatives to attempt in good faith to negotiate a resolution of the dispute.

C. If, within ten (10) business days after convening such meeting, the parties have not succeeded in negotiating a resolution of the dispute, any disputes arising under this Agreement or claimed breach thereof shall be resolved in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Arbitration shall be held in Los Angeles, California or such other place as the parties may agree and shall include an award of attorneys' fees (and the amount of such fees) to the prevailing party. The arbitrator's award shall be final and binding, and judgment thereon may be entered in any court having jurisdiction over the party against which enforcement is sought.

D. Notwithstanding the preceding subsection, if (i) a Prime Contract(s) provides for dispute resolution in a manner other than as specified herein, and (ii) a dispute arises under this Agreement that is a part of a dispute between PGS and Customer under the Prime Contract, then at PGS' option, the dispute under this Agreement shall be resolved in the manner specified in the Prime Contract for resolution of disputes.

E. Notwithstanding the preceding subsections, at the option of either party to this agreement, the Arbitration provisions shall not apply where a dispute arising under this Agreement or claimed breach thereof is related to a pending court action in which PGS or SUBCONTRACTOR is a party to the pending court action. In such cases, PGS or SUBCONTRACTOR may instead seek to resolve any such disputes under this Agreement or claimed breach thereof as part of the pending court action.

F. During the pendency and conduct of any litigation or arbitration, or litigation to enforce the award of an arbitrator, at Contractor's discretion and direction, SUBCONTRACTOR shall continue to perform the Services. Nothing in this Paragraph 18.0, however, shall limit the right of Contractor to complete the Services in any manner it sees fit.

G. The above-referenced alternative with respect to arbitration applies except for Subcontracts for DoD work awarded on or after 19 February 2010 for an amount in excess of $1,000,000. For these Subcontracts,

the SUBCONTRACTOR agrees, with respect to any employee or independent contractor performing work related to this Subcontract:

1. Not to enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under Title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

2. Not to take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration any claim under Title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention.

The rights and obligations of the parties under this Paragraph 18.0 shall survive completion or termination of this Subcontract.

19.0 ORDER OF PRECEDENCE

In the event of an inconsistency between provisions of this Purchase Order and/or Subcontract, the inconsistency shall be resolved in the following order of precedence shall be:

1. Federal Acquisition Regulations (FAR) Supplement I
2. Department of Defense FAR (DFAR) Supplement II
3. Additional Special Provisions Specific to this Purchase Order;
4. General Terms and Conditions
5. Statement of Work/Deliverable Item List;
6. Compensation and Payment;
   Special Provisions for Software Development.

20.0 EXPORT CONTROL COMPLIANCE

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 Purchase 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 22CFR120.16 may require an export authorization. Seller shall have full responsibility for obtaining any export licenses or authorization required to fulfill its obligations under this Purchase Order.

Seller hereby certifies that all Seller employees who have access to the Controlled Technology are U.S. citizens, have permanent U.S. residency or have been granted political asylum or refugee status in accordance with 8 U.S.C 1324b(a)(3). Any non-citizens who do not meet one of these criteria are "Foreign Persons" within the meaning of this clause but have been authorized under export licenses to perform their work hereunder. The Seller shall indemnify and hold the Buyer harmless for damages from their failure to comply with any U/S export laws and regulations.

21.0 NO HIRE

During the term of this Purchase Order, and for a period of six (6) months after its completion or termination, Seller shall not knowingly solicit, entice, or persuade, or knowingly attempt to solicit, entice, or persuade, any employee of Buyer to terminate such employee's business relationship with Buyer for any reason. The foregoing shall not apply to (1) individuals hired as a result of the use of a general solicitation (such as an advertisement, in newspapers, or on radio or television) not specifically directed to the employees of Buyer; or (2) employees who independently and on their own initiative pursue employment opportunities with Buyer.

22.0 COUNTERFEIT WORK

1. For purposes of this clause, Work consists of those parts delivered under this Contract that are the lowest level of separately identifiable items (e.g., articles, components, goods, and assemblies). "Counterfeit Work" means Work that is or contains misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also includes approved Work that has reached a design life limit or has been damaged beyond possible repair, but is altered and misrepresented as acceptable.

2. SELLER shall not deliver Counterfeit Work to PARSONS under this Contract.

3. SELLER shall only purchase products to be delivered or incorporated as Work to PARSONS directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by PARSONS.

4. SELLER shall immediately notify PARSONS with the pertinent facts if SELLER becomes aware or suspects that it has furnished Counterfeit Work. When requested by PARSONS, SELLER shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.

5. This clause applies in addition to any quality provision, specification, statement of work or other provision included in this Contract addressing the authenticity of Work. To the extent such provisions conflict with this clause, this clause prevails.

6. In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, SELLER shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Contract. Notwithstanding any other provision in this Contract, SELLER shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation PARSONS's costs of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies PARSONS may have at law, equity or under other provisions of this Contract.

7. SELLER shall include paragraphs (1) through (5) and this paragraph (7) of this clause or equivalent provisions in lower tier Purchase Orders for the delivery of items that will be included in or furnished as Work to PARSONS.

23.0 PARTS OBSOLESCENSE

BUYER may desire to place additional orders for Work purchased hereunder. SELLER shall provide BUYER with a "Last Time Buy Notice" at least twelve (12) months prior to any action to discontinue any Work purchased under this Contract.

24.0 CONFIDENTIALITY OF ALL DRAWINGS, SPECIFICATIONS, PLANS, AND OTHER PROPRIETARY INFORMATION

1. All drawings, specifications, plans, programs, designs, software, and all other information furnished to Seller by Buyer, or obtained by Seller from Buyer, in connection with this Purchase Order shall be held in confidence by Seller, and shall be considered by Seller to be the Confidential Information of Buyer, subject to the terms and conditions of this Purchase Order, and shall not be used by Seller for any purpose other than for the performance of the Services or as otherwise authorized in writing by Buyer. Seller acknowledges that all such drawings, specifications, plans, programs, designs, software, and all information furnished to or obtained by Seller in the performance of the Services under this Purchase Order are the property of Buyer or Client, and shall be returned to Buyer, along with any copies made thereof, upon the completion of the Services, except that Seller may retain one confidential copy of any such information for its records.

2. All information regarding Seller's business activities and plans furnished to Buyer by Seller, or obtained by Buyer from Seller in connection with this Purchase shall be held in confidence by Buyer, and shall be considered by Buyer to be the Confidential Information of Seller, subject to the terms and conditions of this Purchase Order, and shall not be used by Buyer for any purpose other than in connection with this Purchase Order or as otherwise authorized in writing by Seller. Buyer acknowledges that all such information is the property of Seller, and shall be returned to Seller along with any copies made thereof, upon the completion of the Services, except that Buyer may retain one confidential copy of any such information for its records.
3. SELLER shall not communicate with PARSONS's customer or higher tier customer in connection with this Contract, except as expressly permitted by PARSONS. This clause does not prohibit SELLER from communicating with the U.S. Government with respect to (1) matters SELLER is required by law to communicate to the Government, (2) an ethics or anticorruption matter, (3) any matter for which this Contract, including a FAR or FAR Supplement clause included in this Contract, provides for direct communication by SELLER to the Government, or (4) if SELLER is a small business concern, any material matter pertaining to payment or utilization.

25.0 INSURANCE

If the Seller, or Seller's employees, agents or subcontractors will enter upon Buyer's property in the performance of this Contract, Seller shall maintain insurance with an insurer rated A or higher in the following amounts:

Comprehensive General Liability (including Products and Completed Operations Coverage) $1 Million:
Workers Compensation - statutory levels.
Employers Liability - $1MM Bodily Injury by accident – Each Accident; $1MM Bodily Injury by Disease – Each Employee; $1MM Bodily Injury by Disease – Policy Limit

Motor Vehicle - If the Seller will bring or operate a vehicle beyond the visitor lot of our facility, we require at least $1 million CSL in coverage.

26.0 TERMINATION FOR CONVENIENCE

Buyer may, by notice in writing, direct Seller to terminate this Contract or work under this Contract in whole or in part, at any time, and such termination shall not constitute a default. In such event, Buyer shall have all rights and obligations accruing to it either at law or in equity, including Buyer's rights to title and possession of the Goods and materials paid for. Buyer may take immediate possession of all work so performed upon notice of termination. Seller shall immediately stop work and limit costs incurred on the terminated work. Buyer, after deducting any amount(s) previously paid, shall reimburse Seller for the actual, reasonable, substantiated and allowable costs, plus a reasonable profit for work performed to date of termination, with the total amount to be paid by the Buyer subject to good faith negotiations between Buyer and Seller.

27.0 Customer Satisfaction

The Prime Contract customer has substantial needs and undefined requirements for the services that the subcontractor shall supply. Subcontractor shall endeavor to assist the Buyer through this subcontract by generating solutions to Prime Contract customers' needs and requirements. Subcontractor may be subject to termination for convenience if a good faith effort is not made to achieve customer based growth under this subcontract. The purpose of this paragraph is to create outstanding customer satisfaction.

28.0 TERMINATION FOR DEFAULT

Buyer may by written notice to Seller, terminate this Purchase Order/Subcontract or any part thereof for default if: In Buyer's opinion, Seller appears to be insolvent or in such an unsound financial condition as to endanger performance; or Seller fails to deliver the Articles or perform the Services, in accordance with the delivery schedule specified herein; or Seller does not cure any of the following causes for Termination for Default within a period of ten (10) calendar days after receipt of written notice from Buyer specifying such cause:

a) Buyer has reason to believe that Seller will be unable to complete the Services for the purchase price; or
b) Seller has repudiated, either orally or in writing, its obligation to complete the Services pursuant to the Terms of this Subcontract; or
c) Seller has failed to make reasonable progress so as to endanger performance of this Subcontract, or has otherwise failed to comply with any provisions of this Subcontract.

At Buyer's option, Seller shall deliver subject Articles and Related Materials as defined below to Buyer no later than two (2) business days after termination. If Seller is unwilling to deliver Articles and Related Materials, Buyer shall have the immediate right of possession and to remove the subject Articles, and shall have the option to further take immediate possession of and remove all drawings, records, equipment, and material incorporated in the Articles ("Related Materials") from Seller's premises identified under this Subcontract and may finish said Services by whatever reasonable method Buyer may deem expedient, or may secure similar articles elsewhere or secure the manufacture and delivery of the Articles by order or by otherwise reasonably available methods. Seller shall not be entitled to any further payments under this Subcontract, except for payment of Seller's actual unpaid costs of all drawings, records, and Articles that Buyer has elected to take possession of and remove, or asked Seller to deliver, and Seller shall be liable to Buyer for all costs in excess of the purchase price incurred in completing the Services or securing similar Articles elsewhere; provided, however, that Seller shall not be liable for such excess costs when delay of Seller in making deliveries is due to causes beyond Seller's control, or such delay is without fault or negligence on the part of Seller. Such cause will not, however, be the basis of excusable delay unless Seller has notified Buyer in writing of the existence of such a cause within ten (10) days from the onset thereof. Buyer's remedies for Seller's breach are cumulative. If Seller denies or interferes with Buyer's right of possession and removal as set forth in paragraph (1) above, Buyer may enforce said right in a court of law, and in such a proceeding the only matter to be considered shall be the right of possession and removal, with all other matters relating to the order to be determined by arbitration under the Disputes Clause of this Subcontract. In any undertaking required pursuant to such enforcement, the levying officer as authorized shall immediately deliver possession of said Articles and Related Materials on behalf of Buyer, and Seller shall be liable for all costs including attorney's fees. Following a termination for default, should it be judicially determined that Seller was not in default, such termination shall be deemed a termination made pursuant to (Termination for Convenience).

29.0 FORCE MAJEURE:

Neither Buyer nor Seller shall be liable for any failure to perform under this Contract if such failure is due to events which are beyond the reasonable control and without the fault or negligence of such affected party. The following events, for illustrative purposes only and without limitation, shall constitute force majeure under this Contract:

(a) Acts of God or of a public enemy
(b) Acts of Government
(c) Fires
(d) Floods
(e) Epidemics
(f) Quarantine restrictions
(g) Strikes
(h) Freight embargoes
(i) Unusually severe weather

In each case, the failure to perform must be entirely beyond the reasonable control and without the fault or negligence of the affected party. Each party shall give the other immediate written notice of any

event that such party claims is a *Force Majeure c*ondition that would prevent the party from performing its obligations hereunder, and of the cessation of the condition. A party's notice under this Section shall include the party's good faith estimate of the likely duration of the *Force Majeure c*ondition.

30.0 RIGHT TO PURSUE A CLAIM DIRECTLY AGAINST THE GOVERNMENT

"Except as may be expressly set forth in this Document with the Government Contracting Officer's express consent, the SUBCONTRACTOR shall not acquire any direct claim or direct course of action against the US Government."Buyer may elect to sponsor sellers claims against the Government.

31.0 ETHICS/ANTI-CORRUPTION

31.1 Each of the Parties hereto represents and warrants that, in the performance of this Agreement and in the pursuit of any business to which this Agreement relates, it has complied with and shall at all times comply with (and shall ensure that its subcontractors, agents and employees have complied with and at all times will comply with) all applicable laws prohibiting bribery or other forms of corruption, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977 (as amended) and the UK Bribery Act 2010.

30.2 In particular, and not in derogation of the foregoing, each Party represents and warrants that:

30.2.1 it, its owners, officers, directors, employees, subcontractors, and agents, have not and shall not offer, pay, promise to pay or authorize the payment of any money, or offer, gift, promise to give or authorize the giving of anything of value to:

30.2.1.1 any foreign official for the purpose of

30.2.1.1.1 influencing any act or decision of such foreign official in his official capacity; (ii) inducing such foreign official to do or omit to do any act in violation of the lawful duty of such official; or (iii) securing any improper advantage; or

30.2.1.1.2 inducing such foreign official to use his influence with a foreign government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality in order to obtain or retain any business to which this Agreement may relate, or directing any such business to either Party hereto; or

30.2.1.2 any foreign political party or official thereof or any candidate for foreign political office for purposes of

30.2.1.2.1 influencing any act or decision of such party, official or candidate in its or his/her official capacity; (ii) inducing such party, official or candidate to do or omit to do an act in violation of the lawful duty of such party, official, or candidate; or (iii) securing any improper advantage; or

30.2.1.2.2 inducing such party, official or candidate to use its or his/her influence with a foreign government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality in order to obtain or retain any business to which this Agreement may relate, or directing any such business to either Party hereto; or

30.2.1.3 any person, while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any foreign official, to any foreign political party or official thereof, or to any candidate for foreign political office, for purposes of

30.2.1.3.1 influencing any act or decision of such foreign official, political party, party official or candidate in his/her or its official capacity; (ii) inducing such foreign official, political party, party official or candidate to do or omit to do any act in violation of the lawful duty of such official, political party, party official or candidate, or (iii) securing any improper advantage; or

30.2.1.3.2 inducing such foreign official, political party, party official or candidate to use his/her or its influence with a foreign government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, in order to obtain or retain any business to which this Agreement may relate, or directing any such business to either Party hereto.

30.3 During the period of this Agreement, and for a period to and including five (5) years after the expiration or earlier termination hereof, each Party shall fully cooperate with any request of the other Party with respect to any possible violation of law, governmental investigation or inquiry. Each Party shall also make its books, records and accounts related to any business to which this Agreement relates available to the other Party during normal business hours for review or audit for compliance with this Article by said other Party, at said other Party's expense.

30.4 The term "government official" means any officer or employee of the Government of a country other than the United States or of any department, agency or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of any such Government or department, agency, or instrumentality thereof, or public international organization.

30.5 The obligations in this Article are material obligations under this Agreement. A Party who is not in breach of this Article (a "**Non-Breaching Party**") shall have the right to immediately terminate this Agreement, to withhold amounts payable to the other Party (the "**Other Party**"), and to require that the Other Party indemnify, defend, protect, and hold the Non-Breaching Party harmless from and against any and all claims, damages, liabilities, awards, attorney fees, expenses, investigation costs, and penalties brought or assessed against, or incurred by, a Non-Breaching Party in the event that:

(a) the Other Party breaches any of the provisions of this Article; or

(b) the Non-Breaching Party has reasonable grounds to believe that the Other Party or its agents, employees or subcontractors have breached the provisions of this Article; or

(c) the Other Party's representations and warranties contained herein are inaccurate or incomplete.

30.6 Each Party shall certify to the other(s), in writing, on an annual basis, that it has been, remains and will remain in full compliance with the provisions of this Article. Should a Party fail to provide an annual certification to the other(s) within thirty (30) days after receiving a written request for the same, the other(s) shall have the right to withhold payment from the Party failing to provide the certification until the annual certification is provided.

30.7 Each Party represents and warrants that it has provided, or will provide, FCPA training for its officers and employees that are performing services relating to this Agreement. Such training shall be provided (to each such officer and employee) by the later of (a) the date of execution of this Agreement, or (b) the date that the corresponding officer or employee starts performing services relating to this Agreement.

32.0 ACCESS TO RECORDS

From time to time and upon prior notice, PGS and/or its Prime Contract Customer may audit SUBCONTRACTOR's books and records and inspect the work site (and SUBCONTRACTOR's premises) to determine SUBCONTRACTOR's compliance with its obligations under this Agreement including its compliance with all applicable laws related to

the Work. Such audit and inspection may include without limitation verification of processes and quality systems, quality control with respect to the Work and other necessary investigations of quality and delivery performance of SUBCONTRACTOR, as well as verification of compliance with labor and employment laws. Within ten (10) business days of receiving written notice of an audit request from PGS and/or its Prime Contractor, SUBCONTRACTOR shall (and shall cause its second tier subcontractors to) make available such of its personnel, records and facilities as are reasonably requested for the conduct of such audit and inspection at no additional cost. SUBCONTRACTOR shall without delay or additional cost, take such appropriate remedial measure as may be requested in connection with such audit and inspection. The obligations under this paragraph shall survive the termination of this Agreement.

SUBCONTRACTOR shall maintain complete and accurate records of all Work performed under this Agreement by SUBCONTRACTOR's Employees and of all amounts billable to and payments made by PGS hereunder, in accordance with generally accepted accounting principles. SUBCONTRACTOR shall also maintain complete and accurate records of all time worked by and compensation paid to SUBCONTRACTOR's employees for each day of Work, including a record of the start and stop times of any meal breaks provided in the performance of the Work that are required by any law. SUBCONTRACTOR shall maintain such records for four (4) years after termination of the Work. SUBCONTRACTOR shall make all such records available to PGS, or PGS' designee during normal business hours within ten (10) business days of PGS' request. For each request made by PGS, if SUBCONTRACTOR fails to make available such records as provided herein, SUBCONTRACTOR agrees to pay liquidated damages to PGS in the amount of **$_____.** The obligations under this paragraph shall survive the termination of this Agreement.

33.0 MISCELLANEOUS

PGS' designated site manager (the "Site Manager") shall be in control of the Work site, and SUBCONTRACTOR shall follow his direction at all times. The Site Manager may be an employee of PGS or may be an employee of a subcontractor working on the site. If the Site Manager determines, in his sole discretion, that any SUBCONTRACTOR Employee (i) does not have the skills represented to PGS sufficient to perform the necessary duties at the Work site, (ii) appears to be under the influence of drugs or alcohol, or (iii) for any other reason, is a disruption, hindrance or detriment to the successful completion, or safe performance, of the Work, SUBCONTRACTOR shall immediately remove such SUBCONTRACTOR Employee from the Work site.

34.0 SUBCONTRACTOR'S FINAL RELEASE CERTIFICATE AND INDEMNIFICATION

After completion and acceptance of all Services, SUBCONTRACTOR shall complete the Final Release Certificate and Indemnity attached hereto as Attachment ___ and incorporated into this Subcontract by reference. This Certificate shall be submitted to the PGS Subcontract Administrator along with SUBCONTRACTOR's final invoice as prescribed in the Compensation and Payment section of this Subcontract.

35.0 TIME OF PERFORMANCE

Time is of the essence in the performance of SUBCONTRACTOR's obligations under this Subcontract. SUBCONTRACTOR shall reimburse PGS for the amount of any liability incurred by PGS or Client, and the amount of any increase in the cost or expense incurred by PGS in performing the Prime Contract, as a result of SUBCONTRACTOR's failure to perform the Services within the time specified in this Subcontract. This provision does not, however, limit PGS's damages in such event to the liability, cost and expense described in the foregoing sentence.

36.0 COMMERCIAL ITEMS FLOWDOWNS FOR PURCHASES UNDER FEDERAL PROGRAMS – FAR 52.244-6 (FEB 2016) AND DFAR 252.244-7000 (JUN 2013)

For the acquisition of commercial items under purchase orders and/or subcontracts placed in support of, and charged to, a U.S. Government prime contract or subcontract, the only FAR clauses that are required by FAR 52.244-6 are:

52.203-13	Contractor Code of Business Ethics and Conduct
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009
52.219-8	Utilization of Small Business Concerns
52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity
52.222-35	Equal Opportunity for Veterans
52.222-36	Equal Opportunity for Workers with Disabilities
52.222-37	Employments Reports on Veterans
52.222-40	Notification of Employee Rights Under the National Labor Relations Act

Parsons is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

52.222-50	Combating Trafficking in Persons (22 U.S.C. chapter 78 and E.O. 13627) with Alternate I
52.222-55	Establishing a Minimum Wage for Contractors
52.225-26	Contractors Performing Private Security Functions Outside the United States
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels
252.244-7000	Subcontracts for Commercial items and Commercial Components (DOD Contracts)

While not required, Parsons may flow down to subcontracts for commercial items additional clauses necessary to satisfy its contractual obligations.

37.0 ENTIRE AGREEMENT

This Purchase Order, together with all attachments hereto and all documents incorporated herein by reference, and all written modifications hereto, constitutes the entire agreement between Buyer and Seller with regard to the Services and Articles purchased hereunder. There are no terms, conditions, or provisions, whether oral or written, between the parties hereto, other than those herein contained. This Purchase Order supersedes any and all other oral or written representations, inducements, or understandings of any kind or nature between the parties with regard to the items purchased hereunder.

38.0 PRIVACY AND DATA PROTECTION

This section governs instances when a supplier stores, processes or generates data on behalf of Parsons Corporation or its affiliates (Hitherto referred to as "Parsons"), or has access to a Parsons' owned/operated information system in connection with the relevant agreement; project; contract; statement of work (SOW); task order; purchase order; or other document governing the provision of information systems, services and/or deliverables by a supplier to Parsons. In case of inconsistency or conflict between this appendix/agreement and the applicable Master Services

Agreement (MSA), SOW or contract document, the provision requiring the higher level of protection for Parsons' data shall prevail.

The requirements in this section/agreement are in addition to any confidentiality obligations between Parsons and the supplier. Parsons or the applicable Parsons affiliate who are custodians of the information being stored, processed, accessed or transiting the system or service acquired in this agreement, pursuant to the contract document, may enforce the terms of this appendix/agreement.

Part A: Collecting, Processing and Sharing Parsons Data
Supplier acknowledges and agrees that, in the course of its engagement by Parsons; it may receive or have access to controlled or sensitive information in Parsons' custody. Supplier shall comply with the terms and conditions set forth herein in its collection, receipt, transmission, storage, disposal, use and disclosure of such Parsons' data. Supplier shall implement appropriate organizational, procedural, technical, and physical measures (controls) to ensure the availability, integrity and confidentiality of Parsons' data and to prevent accidental, unauthorized or unlawful destruction, alteration, disclosure or access, modification or loss; misuse; or unlawful processing of Parsons' data, and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Parsons data under its control or in its possession. Supplier is responsible for compliance with this appendix by all supplier personnel and its subcontractors.

Part B: Information Security Controls
Note: *Any words following the terms "including," "include," "e.g.," "for example" or any similar expression are for illustration purposes only.*

Key Terms
Parsons: Parsons Corporation or a Parsons Corporation affiliate signing the contract document with Supplier.
Supplier is the entity that is providing goods or services to Parsons pursuant to the contract document.

38.1 Organizational and Security Controls

38.2 *Security Program Governance, Policies and Technologies*
The supplier will establish and maintain an information security program and provide all services, using security technologies and techniques in accordance with industry best practices, e.g., (National Institute of Standards and Technology (NIST), Control Objectives for Information and Related Technology (COBIT) or International Organization for Standardization (ISO)) including those relating to the prevention and detection of fraud and any other inappropriate use or access of systems and networks. In the event supplier processes Parsons' data that is subject to additional regulatory, contractual or legal requirements, supplier agrees to cooperate with Parsons on compliance requirements.

The supplier must maintain, document, communicate and comply with written information security policies and procedures consistent with the requirements of this appendix.

38.3 *Network and Systems Security*
The supplier will implement and use network management and maintenance applications and tools, appropriate fraud prevention and detection, and data confidentiality/protection/encryption technologies. This must include mechanisms to identify and remediate vulnerabilities, and apply security patches. The supplier will also logically separate different customers' data. Additionally, the supplier will implement and follow security best practices for system and network administration in accordance with recognized standards, e.g. NIST 800-53 controls at moderate impact level.

38.4 *Physical Access and Protection*
The supplier will implement physical security practices in accordance with best practices. Data centers as well as facilities, including cargo handling, storage facilities and workspaces, must be protected against unauthorized access. Physical access must be monitored, recorded, and controlled with physical access rights reviewed annually.

Supplier will maintain adequate controls around issuance and removal of employee, visitor and vendor identification badges, if utilized.

Any back-up media containing Parsons' data stored at supplier's site must be kept in a secure location with restricted physical access and be encrypted if technically feasible. If off-site media storage is used, supplier must have a media check-in/check-out process with locked storage for transportation. Unless a disaster recovery (DR) program is otherwise set forth in more detail elsewhere in the contract document, supplier must maintain a DR program for all supplier information systems and facilities used to provide services under the contract document to Parsons. The DR program must be designed to ensure that the supplier has a methodology by which a system can continue to function through an operational interruption or disaster.

38.5 *Information Access*
Prior to performing any services, the supplier and its employees, agents, and subcontractors who may access Parsons' data and software must have executed agreements concerning access protection and data/software security that are consistent with the terms and conditions of this agreement. The supplier and its employees, agents, and subcontractors must comply with these terms regarding data access, privacy and security, including those prohibiting or restricting local, network or remote access to the Parsons' systems and data. Access to systems and data should only be in connection with the obligations provided in this agreement. Parsons' data shall not be processed on personal accounts (e.g., individual email or cloud services accounts) or on personally-owned computers, devices, or media.

38.6 *Identity and Data Access Management*
Parsons will authorize, and the supplier will issue, any necessary information access mechanisms, including access identities (IDs) and passwords, and the supplier agrees that the personnel to whom they are issued will use the same mechanisms. The supplier will provide these personnel only with the minimum level of access necessary to perform the tasks and functions for which they are responsible. The supplier will provision an individually assigned account that requires periodic password changes in automated systems. The supplier will implement multi-factor authentication for privileged users and remote access by all users.

38.7 *Security Monitoring, Incident Response*
As required by Parsons, Supplier will collaborate on security monitoring and incident response, define points of contact on both sides; establish monitoring and response procedures; set escalation thresholds; and conduct awareness training. At the request of Parsons or at least quarterly, the supplier will provide a report of the incidents that it has identified and taken measures to resolve.

38.8 *Auditing*

Parsons reserves the right to conduct an audit, upon 30 days advance notice, of supplier's compliance with the requirements in this agreement.

38.9 *Safety*

The supplier understands that safety is a high priority and a material element of how the supplier delivers services. The supplier, therefore, agrees to follow Parsons' safety policies when at the Parsons' facilities. In addition to any site-specific safety guidelines, the supplier will meet all guidelines from occupational safety and health administrations and similar national and international requirements regarding safety.

39.0 Privacy Controls

39.1 *Compliance With Laws*

Supplier represents and warrants that its collection, access, use, storage, disposal, and disclosure of Parsons data does and will comply with all applicable federal and state privacy and data protection laws. The supplier acknowledges and agrees to contractually bind its subcontractors to comply with the obligations to which the supplier is bound under this Appendix.

39.2 *Notification and Mitigation*

In the event of any impermissible disclosure, loss or destruction of information subject to this Appendix, the supplier must immediately notify Parsons and take all reasonable steps to mitigate any potential harm or further disclosure, loss or destruction of such confidential information.

Part C: Termination

Supplier shall within 30 (thirty) days of termination of the contract document, or if requested during the term of the contract document, cease all processing of Parsons data and return to Parsons all copies of Parsons data. In lieu of returning copies, Parsons may, at its sole discretion, require supplier to destroy all copies of Parsons' data, using agreed upon methods to ensure such Parsons data is not recoverable, and certify to such destruction.

Supplier may continue to retain Parsons data beyond the period prescribed where required by law, provided that (i) supplier notifies Parsons prior to the contract document's termination or expiration of the obligation, including the specific reasons for such retention; (ii) supplier has a documented retention period and secure deletion procedure for such copies and legally required copies retained only to the end of their legally required retention period; (iii) following such period, all copies and back-up copies are deleted in such a manner that they are not recoverable; (iv) supplier performs no processing of Parsons data other than that necessitated by retaining or deleting the relevant copies; and (v) supplier continues to comply with all the requirements of this appendix in relation to any such retained Parsons data until the same is securely deleted in accordance with NIST SP 800-88, and a proof of such disposal provided to Parsons.

Termination or expiration of the contract document, for any reason, shall not relieve the supplier from obligations to continue to protect Parsons' data against the impermissible disclosure in accordance with the terms of the contract document and this appendix.

Part D: Supply Chain Security Compliance

1. Industry Certification

Supplier must ensure that all supplier's and applicable Subcontractor facilities involved in the distribution, handling, warehousing, transporting or shipping of Parsons goods meet all security standards documented above and all applicable local regulations. Supplier should maintain certification in an official supply chain security program (Customs-Trade Partnership against Terrorism (C-TPAT), Authorized Economic Operator (AEO), ISO 28000, Service Organization Control (SOC) Type 1, 2 and 3 reports, etc.) and comply with those respective security standards throughout the period of this Agreement. Supplier's loss of certification or failure to sustain appropriate security standards or breach of this section will be grounds for termination of this Agreement. Supplier will immediately notify Parsons of any change in its certification status.

Prior to Parsons acquiring systems and/or services and execution of this agreement, the supplier will provide a letter verifying its supply chain security certification in any industry recognized program it participates in. If not certified, supplier must complete a Parsons Third Party Security and Compliance Questionnaire to confirm that its procedures and security measures comply with minimum criteria established by Parsons. Supplier will send completed questionnaire to the Parsons' business sponsor for review by Parsons Security organization.

2. Subcontractor Compliance

Supplier agrees to use certified subcontractors to the extent possible. Supplier shall have documented procedures for the selection of its subcontractors. In the event, that a subcontractor cannot comply with these terms, supplier may use companies that have agreed in writing to follow these supply chain security guidelines and will promptly notify Parsons of such usage. If no subcontractor who can comply is available, supplier will immediately contact Parsons for direction. Nothing in this Paragraph 2 shall be taken as consent by Parsons to engage any subcontractor if such consent is otherwise required in the document to which this Appendix is attached.

Part E: Miscellaneous

Parsons may require supplier to provide certain personal information such as the name, address, telephone number, and email address of supplier's representatives to facilitate the performance of the contract document, and Parsons and its contractors may store such data in databases located and accessible globally by their personnel and use it for necessary purposes in connection with the performance of the contract document, including but not limited to, supplier payment administration. Parsons will be the controller of this data for legal purposes, and agrees to use reasonable technical and organizational measures to ensure that such information is processed in conformity with applicable data protection laws. Supplier may obtain a copy of the supplier personal information by written request, or submit updates and corrections by written notice to Parsons. Parsons will comply at all times with the privacy policy posted on its website.

Part F: Parsons Definitions

Controlled Information (CI): Information where an applicable federal, state or local law, regulation or government-wide policy requires protection or restricts access. Disclosure of this information could result in fines, penalties, suspension, debarment or criminal prosecution. *Examples include, but are not limited to:* Personal Identifiable Information (PII), information covered by the Health Insurance Portability and Accountability Act (HIPAA), Controlled Unclassified Information (CUI), International Traffic in Arms Regulations (ITAR) and Export Administration Regulations (EAR).

a. *Personal Information (SPI)*: A category of CI and includes any information that relates to an identified or identifiable natural person (data subject), as defined under applicable law. Legal entities are data subjects required by law.

b. *Sensitive Personal Information*. A category of Privacy Information (PI) considered to be especially sensitive and includes medical records and other personal health or biometric information, including protected health information (PHI), as defined in and subject to the U.S. Health Insurance Portability and Accountability Act (HIPAA) of 1996; personal bank account, payment card information, and other financial account information. This includes: credit report information: with or without any required security code, access code, personal identification number, or password that would permit access to an individual's financial account, customer bank account, and payment card information; government issued identification number (including social security number, driver's license number or state-issued identified number); and special data categories of data under applicable data protection law (such as race, nationality, political opinions, trade union membership, home life, and sexual orientation).

Controlled Technical Information: Technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Enterprise IT Assets: All information processing, storage, networking, and communications equipment, including printers, copiers, and end user devices (portable or not); those owned and/or operated by Parsons and housed within Parsons' physical facilities; or provided by third parties under contract, and information that resides on or transits through them.

Export Control Information: Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations, and munitions list; license applications; and sensitive nuclear technology information.

Information System: A discrete set of information resources organized for the collection, processing, maintenance, use sharing, dissemination, or disposition of information. Information systems also include specialized systems such as industrial/process control systems, telephone switching, and private branch exchange (PBX) systems and environmental control systems.

Mobile Devices: Tablets, smartphones, and similar devices running mobile operating systems. Laptops are not considered Mobile Devices.

Parsons: Parsons Corporation or a Parsons Corporation affiliate signing the contract document with Supplier.

Process(ing): To perform any operation or set of operations on Parsons data, whether or not by automatic means, including but not limited to, collecting, recording, organizing, storing, adapting or altering, retrieving, accessing, consulting, using, disclosing by transmission, disseminating, or otherwise making available, aligning or combining, blocking, erasing, or destroying.

Security Incident: An occurrence that actually or potentially results in adverse consequences or compromise to an information system or information that the system processes, stores, or transmits, and may require a response action to mitigate the consequences. These include security policy violations, attempts (failed or successful) to gain unauthorized access to a system or its data, unauthorized use of a system for the processing or storage of data, changes to system characteristics (hardware, software, or firmware) without consent, or data spillage.

Sensitive Information (SI): Information that is marked or offered as proprietary, sensitive or company confidential or is valuable to Parsons, Parsons' customers or third parties.
Examples include, but are not limited to: Proposal materials, pricing or estimating information, financial information, Parsons' intellectual property, merger and acquisition documents, confidential customer information and information identified as company confidential or sensitive by the corporation or a business unit.

Supplier: Organization or individual that enters into an agreement with the acquirer or integrator for the supply of a product or service. This includes all suppliers in the supply chain. Includes (i) developers or manufacturers of information systems, system components, or information system services; (ii) vendors; and (iii) product resellers. (*From: NIST 800-161*)

Supplier Information System(s) means any supplier systems and/or computers used to process Parsons' data pursuant to the contract document, which includes laptops and network devices, Cloud services, Software as a Service (SaaS), Infrastructure as a Service (IaaS), and Platform as a Service (PaaS).

Supplier Personnel means all persons or entities providing services and/or deliverables under the contract document, including supplier's employees, permitted affiliates, suppliers, contractors, subcontractors and agents, as well as anyone directly or indirectly employed or retained by any of them.