**Revision Log**

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| **Revision** | **Date** | **Description** |
| IR | 08/12/2020 | Initial release. |
| A | 01/09/2022 | Updated all sections. |
| B | 01/02/2024 | Added Section 3.D, 6.E, 11.C, 12, 13, 14, 17, 18, 19, 20, 23.E, 29, 34.B & 34.P.Updated Section 7, 11.A & 11.B. |
| C | 04/08/2024 | Made minor grammatical corrections and general formatting changes, and corrected cross-references in Section 28.H.Added definitions for Buyer, Counterfeit Product, OEM, Personal Data & Quality Requirements. |
| D | 08/06/2024 | Updated Section 5.B Price and Payment to change payment from 45 days to 60 days. |
| E | 01/17/2025 | Minor grammatical corrections, format updates, and major additions to multiple sections. |

1. **Contract Formation**

Supplier will be deemed to have accepted all provisions of this Agreement (and thus forming a contract) upon the first of the following to occur: (i) Supplier’s signing and returning a copy of this Agreement to Honeybee Robotics; (ii) Supplier beginning to perform the work called for by this Agreement (including shipping of the Products to Honeybee Robotics); or (iii) Supplier’s acknowledgement of this Agreement by electronic means or otherwise. If this Agreement is rated under the DPAS, Supplier must sign and return a copy of this Agreement either electronically or physically. If this Agreement supports the U.S. Government as a DX or DO rated order and exceeds $125,000, Supplier must sign and return a copy of this Agreement within the timeframe required by the DPAS regulations.

1. **Contract Direction**
	1. **Procurement Representative.** The Procurement Representative is the only person with authority to modify the terms of this Agreement.
	2. **Technical Personnel.** Occasionally, Honeybee Robotics’ engineering and technical personnel may provide assistance or technical advice, or exchange information with Supplier’s personnel concerning this Agreement. Such actions will not be deemed a change under the “Changes clause” of this Agreement and will not provide a basis for an equitable adjustment. If Supplier is in doubt as to whether it has received direction it is obligated to follow, it must promptly confirm with the Procurement Representative in writing whether a change was intended. If Supplier proceeds absent express direction from the Procurement Representative, Supplier waives any right to request an equitable adjustment and is at risk of noncompliance with the requirements of this Agreement.
2. **Changes**
	1. **Written Notice.** The Procurement Representative may at any time, by written notice to Supplier, and without notice to sureties or assignees, make changes and give contract direction within the general scope of this Agreement to any one or more of the following: (i) drawings, designs, or specifications; (ii) method of shipping or packing; (iii) place of inspection, acceptance, or point of delivery; (iv) property furnished by Honeybee Robotics or its customer; (v) time or place of performance; (vi) quantity; (vii) delivery schedule; and (viii) terms and conditions required to meet Honeybee Robotics’ obligation under its customer contracts including, but not limited to, any mandatory flow down clauses. Supplier shall proceed immediately in the performance of this Agreement as changed.
	2. **Equitable Adjustment.** If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of this Agreement, Honeybee Robotics will make an equitable adjustment in the price or delivery schedule and modify this Agreement accordingly. Honeybee Robotics may request a detailed schedule analysis or claim demonstrating Supplier’s entitlement to an adjustment.
	3. **Claim.** Supplier waives a claim for an equitable adjustment under this section unless it submits such claim in writing to Honeybee Robotics within fifteen (15) days from the date of the notice of the change, unless Honeybee Robotics agrees in writing to a longer period.
	4. **Stop Work.** Upon receipt of written notice from a Procurement Representative, Supplier shall immediately stop performance under any designated Purchase Order for up to one hundred eighty (180) days, or for such longer period as the Parties may agree and shall take all reasonable steps to promptly minimize the incurrence of all costs allocable to such designated Purchase Order during the period of stoppage. Prior to the end of the stoppage, Honeybee Robotics shall either issue written notice to Supplier to resume performance or terminate some or all the designated Purchase Order or portions thereof. Equitable adjustment shall be made to the price, delivery schedule, performance schedule, or other provisions affected by the stoppage, if applicable, provided that the claim for equitable adjustment is made by Supplier within thirty (30) calendar days after date of notice to resume performance, unless Honeybee Robotics agrees in writing to a longer period.
3. **Supplier Forms**

Either party may use its standard business forms to administer Purchase Orders, but use of such forms is for the parties’ convenience only and does not alter the provisions of this Agreement. The terms set forth in this Agreement take precedence over any alternative terms in any other document connected with this transaction, unless such alternative terms are part of a written agreement mutually negotiated and executed by the parties and that agreement expressly states that its terms will take precedence over these terms in the event of a conflict. HONEYBEE ROBOTICS WILL NOT BE BOUND BY, AND SPECIFICALLY OBJECTS TO, ANY PROVISION THAT IS DIFFERENT FROM OR IN ADDITION TO THE PROVISIONS OF THIS AGREEMENT (WHETHER PROFFERED BY SUPPLIER VERBALLY OR IN ANY QUOTATION, INVOICE, SHIPPING DOCUMENT, ACCEPTANCE, CONFIRMATION, CORRESPONDENCE, OR OTHERWISE), UNLESS SUCH PROVISION IS SPECIFICALLY AGREED TO IN WRITING SIGNED BY HONEYBEE ROBOTICS.

1. **Price and Payment**
	1. **Price**.Unless otherwise agreed to by the parties and stated explicitly in the Agreement,prices are firm and are not subject to increases or additional changes for any reason. The Seller warrants that the prices for the Products sold to Honeybee Robotics under the Order are no less favorable than those currently extended to any other customer of Supplier for comparable or like Products in equal or lesser quantities. In the event Supplier reduces its price for such Products during the term of an Order, Supplier agrees to reduce the prices under any Order accordingly and credit the difference to Honeybee Robotics.
	2. **Payment Timing**. Honeybee Robotics will make payment within sixty (60) days after the later of: (i) Honeybee Robotics’ receipt of both Supplier’s correct invoice in conformance with the invoicing requirements of this Purchase Order; or (ii) Honeybee Robotics’ final acceptance of Agreement and the Products.
	3. **Payment Agent**. Supplier consents to Honeybee Robotics use of a third-party payment agent (if applicable, as listed on this Agreement) to make payments to Supplier on behalf of Honeybee Robotics under this Agreement. Supplier agrees that Honeybee Robotics’ use of a payment agent does not constitute an assignment or assumption of any Honeybee Robotics obligation, responsibility, or liability under this Agreement, nor does it create any contractual relationship between Honeybee Robotics’ payment agent and Supplier. Supplier will direct all invoices related to this Agreement to Honeybee Robotics (not the payment agent).
	4. **Taxes**. Unless prohibited by law or otherwise specified, Supplier will pay and has included in the price of any amounts payable under this Agreement any federal, state, or local tax; transportation tax; or other tax which is required to be imposed upon the items ordered hereunder, or by reason of their sale or delivery, except for applicable sales and use taxes that are listed separately on Supplier’s invoice. Prices will not include any taxes, duties, tariffs, or similar fees for which Honeybee Robotics has furnished a valid exemption certificate or other evidence of exemption.
	5. **Setoff**. Honeybee Robotics shall have a right to withhold, setoff, or recoup under any payments or credits due or at issue under the Agreement against any other Agreement issued by Honeybee Robotics to Supplier.
2. **Invoicing**
	1. **Detail**. All invoices must include the following data elements required for timely receipt and payment without error and matching this Agreement: (i) Supplier legal entity name; (ii) invoice number; (iii) invoice date and date of service/delivery of goods; (iv) invoice payment terms; (v) Purchase Order number; (vi) Purchase Order line item number; (vii) line item description of the good, service, tax, or reimbursable expense incurred during the applicable invoicing period; (viii) quantity invoiced or, if applicable, an itemization of time (e.g., daily time cards) spent by Supplier and its permitted subcontractors in performance of services and, if applicable, an itemization of any reimbursable expenses including shipping and handling charges; (ix) unit of measure; (x) unit price; (xi) line item extended total price; (xii) total invoice amount; (xiii) Supplier’s packing slip number and lot/serial number(s); (xiv) Supplier contact name, email address, and phone number; (xv) Procurement Representative contact name, email address, and phone number, and if required; (xvi) name and address for remittal of payment; (xvii) customer legal entity name; (xviii) ship-to address (or service address); and (xix) applicable taxes. Additional required data elements may be identified and included in other instructions in this Agreement. Any deviation to this requirement must be approved by the Procurement Representative in writing in advance of shipment or invoice submittal. Failure to adhere to this clause may delay receipt or result in rejection of items shipped or delay in payment of invoices.
	2. **Method**. Supplier’s invoices shall comply with Honeybee Robotics’ invoicing instructions. Unless otherwise instructed on a Purchase Order, Supplier shall send such invoices in the electronic format specified by Honeybee Robotics and to the electronic location provided by Honeybee Robotics to Supplier (e.g., via cXML or an electronic supplier portal). Otherwise, payment may be delayed.
	3. **Audit**. Honeybee Robotics may audit, or cause to be made such audit, of the invoices and substantiating information at any time or times prior to final payment under this Agreement. Each payment made by Honeybee Robotics will be subject to reduction to the extent of amounts that are found by Honeybee Robotics not to have been properly payable and will be subject to reduction for overpayments or to increases for underpayments on preceding invoices.
3. **Timely Performance**

Time is of the essence in Supplier’s performance under this Agreement and a material element of the Agreement. Supplier will deliver to Honeybee Robotics at the Specified destination no later than the Specified delivery date. Failure to adhere to the Specified delivery schedules will constitute a failure to perform under Section 24(B)(i). Supplier will confirm or update the estimated delivery date through written communication to Honeybee Robotics no less than monthly or at such other interval and detail as specified by Honeybee Robotics. In addition to the obligation in the preceding sentence, if Supplier anticipates changes to the Specified delivery date, Supplier must update the estimated delivery date through written communication to Honeybee Robotics within five (5) business days of knowledge of the change.

If Supplier’s deliveries fail to meet specified delivery schedules, Honeybee Robotics, without limiting its other rights or remedies, may either direct expedited routing or charge excess costs, including any incidentals incurred thereby to Supplier or cancel all or part of the Order without cost to Honeybee Robotics and/or receive a credit (which may be used, at Honeybee Robotics’ sole election, to set off and reduce amounts due under the current or any future Order) equal to three percent (3%) of the total payments due under the Order if the delivery is thirty (30) calendar days or more late, with an additional three percent (3%) discount for each additional thirty (30) calendar days during which Supplier has not fully and timely satisfied the delivery requirements under the Order. Supplier will not be liable for delays to the extent caused by Honeybee Robotics’ negligent actions or omissions and that cannot be reasonably avoided by Supplier; provided, that Supplier gives Honeybee Robotics prompt written notice of the delay and takes commercially reasonable measures to mitigate the delay.

1. **Title and Risk of Loss**
	1. Title to Products furnished under this Agreement will pass to Honeybee Robotics upon final acceptance by Honeybee Robotics, regardless of when or where Honeybee Robotics takes physical possession, unless this Agreement specifically provides for earlier passage of title.
	2. The risk of loss or damage to Products that Honeybee Robotics has a right to reject remains with Supplier until final acceptance or until all non-conformances are cured.
2. **Packing and Shipping**
	1. Supplier will ensure proper packaging of Products. Supplier shall pack and mark all Products in accordance with good commercial practice in a manner that will prevent damage to or deterioration of Products in storage and during transit. Further, if specified, Supplier will comply with packaging requirements specified in the Purchase Order and Quality Requirements (e.g., no Pink Poly). Unless specified in the Purchase Order, Supplier will not charge Honeybee Robotics for packing, crating, freight, local cartage, or any other related packaging and shipment services. Supplier will comply with Honeybee Robotics’ written shipping instructions provided in connection with this Agreement. Supplier shall be responsible for damage as a result of improper packaging, packing, or marking.
	2. Supplier will enclose a complete packing list with all shipments. Supplier will mark containers or packages with necessary lifting, loading, and shipping information, including the Purchase Order number, item number, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading must include the Purchase Order number.
	3. Honeybee Robotics reserves the right to reject any partial shipments that are not authorized in writing by a Honeybee Robotics’ Procurement Representative. Unless otherwise Specified, all shipments will be Free on Board Origin. In the event Supplier ships to the incorrect location, Supplier shall pay for transfer of the shipment to the location designated on the Purchase Order.
3. **Inspection, Acceptance, and Rejection**
	1. Honeybee Robotics or any authorized delegate may inspect any Product at reasonable times and places, including, when practicable, during manufacture and before shipment. Supplier shall provide all information, facilities, and assistance necessary for safe and convenient inspection without additional charge to Honeybee Robotics. No such inspection shall relieve Supplier of its obligations to furnish and warrant all Products in accordance with the requirements of this Agreement.
	2. Neither receipt nor payment shall constitute final acceptance. Honeybee Robotics will accept Product within a reasonable time after delivery (not to exceed ninety (90) days) to the Specified destination. Honeybee Robotics will not be obligated to accept substitutions, untimely deliveries, deliveries in quantities other than those ordered by Honeybee Robotics, or deliveries of Product failing to conform to Honeybee Robotics’ specifications or Supplier’s warranties described in this Agreement. Honeybee Robotics will not accept any delivery received thirty (30) days or more prior to the delivery schedule of this Agreement. Acceptance by Honeybee Robotics of substitutions, untimely deliveries, partial deliveries, or non-conforming Product will not constitute a waiver of the delivery schedule or other requirements of this Agreement. Honeybee Robotics’ inspection, failure to inspect, or failure to discover any defect will not relieve Supplier of any obligation hereunder or impair Honeybee Robotics’ rights or remedies at law or in equity.
	3. If Supplier delivers non-conforming Product, Honeybee Robotics may,at its sole discretion: (i) accept all or part of such Product; (ii) return the Product for full credit or refund; (iii) require Supplier to promptly correct or replace the Product; (iv) correct, or have a third party correct, the Product; or (v) replace, or have a third party replace, the Product. If Honeybee Robotics elects to retain any or all such non-conforming Product for use as delivered, or if Honeybee Robotics requests Supplier to make any correction and Supplier thereafter fails to do so or indicates its inability or unwillingness to do so, Honeybee Robotics will be entitled to recover from Supplier (by credit, offset, invoice, or otherwise) an equitable adjustment to the price to account for the diminished value of non-conforming Product or uncorrected Product, which will be mutually agreed to by the parties. All costs reasonably incurred by Honeybee Robotics in connection with non-conforming Product, including transportation costs to return Products to Supplier and all costs of correction by Honeybee Robotics, will be the responsibility of Supplier.
	4. Supplier will not redeliver corrected or rejected Product without disclosing the corrective action taken. In the event non-conforming Product is re-delivered subsequent to corrective action, Honeybee Robotics may require Supplier, at Supplier’s expense, to include an inspection report from a third-party inspector acceptable to Honeybee Robotics with any subsequent redelivery.
4. **Warranty**
	1. Supplier warrants that the Products under this Agreement: (i) will be of good and suitable quality, that all materials and other items incorporated in the goods will be new (not refurbished or reconditioned); (ii) will strictly conform to the applicable statement of work, specifications, drawings, samples, descriptions, and other requirements of the Agreement; (iii) will be free from defects in materials, workmanship, and title; (iv) will be performed in a non-negligent manner with sound practices and a professional degree of skill and judgment recognized in the industry with respect to the Product; (v) will be free of any rightful claim of any third party for infringement of any patent, trademark, trade dress, copyright, or other right; (vi) to the extent designed by Supplier, be free from defects in design and fit for purpose; and (vii) will comply with all applicable laws, regulations and other requirements of governmental authorities having jurisdiction.
	2. This warranty will begin after final acceptance by Honeybee Robotics and will extend for a period of: (i) the manufacturer’s warranty period or twelve (12) months, whichever is longer, if Supplier is not the manufacturer and has not modified the goods; or (ii) four years or the manufacturer’s warranty period, whichever is longer, if Supplier is the manufacturer of the goods or has modified them. If any Product does not meet the warranties set forth herein, Honeybee Robotics will be entitled to the same rights and remedies set for in Section 10(C) above and damages including, but not limited to, the costs of removal, disassembly, failure analysis, fault isolation, re-installation, re-inspection and retrofit of the nonconforming goods or of Honeybee Robotics’ or its customers’ affected end-product(s); all freight charges; all customer charges and/or penalties; inventory carrying costs and all corrective action costs (i.e., costs of additional inspection or quality control systems). Unless set off by Honeybee Robotics, Supplier will reimburse Honeybee Robotics for all such costs upon receipt of Honeybee Robotics’ invoice.
	3. None of the remedies available to Honeybee Robotics for the breach of any of the foregoing warranties may be limited except to the extent and in the manner agreed upon by Honeybee Robotics in a separate agreement specifically designating such limitation and signed by an authorized representative of Honeybee Robotics. Honeybee Robotics’ inspection and/or acceptance of and payment for goods and services shall not constitute a waiver by it of any warranties. Honeybee Robotics’ approval of any sample or acceptance of any goods shall not relieve Supplier from responsibility to deliver goods and to perform service conforming to specifications, drawings, and descriptions.
5. **Recall**

Supplier is liable for all costs or damages associated with any voluntary or involuntary recall of defective or potentially defective goods or any products containing or incorporating such goods including, but not limited to, recalls by a customer, regulatory agency or in accordance with applicable laws or regulations. Supplier will be solely responsible for administering any recall or will fully participate in the administration of any recall conducted by Buyer or its customer in relation to Supplier’s Goods as Buyer may so direct. Buyer may charge the Supplier all expenses of unpacking, repacking and reshipping such Goods. Each party will cooperate in making available records and other information reasonably required by the other party in connection with any recall. This section will survive any termination or expiration of this Order and apply for at least the same duration as Buyer’s obligation to its customer(s).

1. **Quality Requirements**

Quality Clause Group 0 applies to all Purchase Orders unless a different Quality Clause Group is identified on the Purchase Order. For the latest Quality Requirements https://www.honeybeerobotics.com/working-with-us/for-suppliers/.

1. **Counterfeit Product**
	1. Supplier will not deliver Counterfeit Product to Honeybee Robotics under this Agreement. Supplier will only purchase Product for the Agreement directly from the OEM or through an OEM authorized distributor chain. Product shall not be acquired from independent distributors or brokers unless approved in advance in writing by Honeybee Robotics.
	2. Supplier shall notify Honeybee Robotics if Supplier becomes aware or suspects that it has furnished Counterfeit Product. When requested by Honeybee Robotics, Supplier shall provide OEM documentation that authenticates traceability of the affected Product to the applicable OEM. In the event of Counterfeit Product, Supplier shall, at its expense, replace such Counterfeit Product with genuine Product conforming to the requirements of the Agreement.
	3. Notwithstanding any other provision in the Agreement, Supplier shall be liable for all costs relating to the removal and replacement of Counterfeit Product, including without limitation Honeybee Robotics’ costs of removing Counterfeit Product, of installing replacement Product and of any testing necessitated by the reinstallation of the Product after Counterfeit Product has been replaced.
2. **Defense and Indemnity**

Supplier will defend, indemnify, and hold harmless Honeybee Robotics, its officers, directors, affiliates, subsidiaries, employees, agents, customers, and assigns from and against any allegation, claim, suit action, proceeding, damages, losses, settlement, cost, expense, and any other liability (including, but not limited to, reasonable attorney fees) arising out of, related to, or resulting from: (i) actual or alleged infringement of any patent or copyright, or misappropriation of trade secret from the design, manufacture, possession, ownership, use, sale, or transfer of the Products; (ii) an actual or alleged breach of any of Supplier’s representations, warranties, or other obligations under this Agreement; or (iii) any act, omission, or willful misconduct of Supplier or its employees, agents, affiliates, contractors, or subcontractors, except to the extent caused by the gross negligence or willful misconduct of Honeybee Robotics as determined by a final, non-appealable order of a court having jurisdiction. Supplier’s duty to defend is independent of its duty to indemnify. Supplier’s obligations under this Section 15 are independent of any other obligation of Honeybee Robotics under this Agreement. Supplier’s obligations under this Section 15 will survive Honeybee Robotics acceptance of and payment for the Products. If an alleged claim of infringement or misappropriation is made, Supplier will procure for Honeybee Robotics, and Honeybee Robotics’ customers, the rights to continue using the Products, modify them in a manner acceptable to Honeybee Robotics to remove the claim, or, with the written approval of Honeybee Robotics, replace the Products with a non-infringing one or remove the Products and refund the purchase price.

1. **Insurance**
	1. For activities Supplier performs under this Agreement, where applicable, Supplier will obtain and maintain at its sole expense, insurance policies with the minimum limits as described below. The insurance policies below must be maintained for the greater duration of: (i) this Agreement; (ii) the period of the warranties in Section 11; or (iii) for the full period of repose under applicable law.
		1. Commercial General Liability Insurance, including contractual liability, cross liability, products and completed operations, and personal and advertising injury, with a combined single limit of not less than $2,000,000 per occurrence, insuring against claims for bodily injury and property damage.
		2. Business Auto Liability Insurance with limits not less than $1,000,000 combined single limit (per accident) covering owned, hired, or non-owned vehicles used in the Products provided.
		3. Workers’ Compensation Insurance with statutory limits as required by law under the jurisdiction where the work under this Agreement is performed.
		4. Employers’ Liability Insurance with limits not less than $1,000,000 per accident and per disease/policy limit covering injury, illness, or death.
		5. If applicable to the Products under the Agreement:

If Supplier is providing professional services - Professional Liability Insurance with limits of no less than $2,000,000 each claim and in the aggregate.

If Supplier is handling or transporting hazardous materials or toxic substances – Pollution Legal Liability Insurance with limits of no less than $2,000,000 each claim and in the aggregate.

If Supplier is handling or accessing Honeybee Robotics’ information (Personal Data) - Cyber Liability with limits of no less than $5,000,000 each claim and in the aggregate.

If Supplier will have its property on a Honeybee Robotics site (whether leased or owned) and/or Honeybee Robotics’ property in its care, custody, and control – Property Insurance will be required for physical loss or damage to all equipment, machinery, tools, and other property with replacement cost value.

If Supplier is transporting/shipping Honeybee Robotics’ property – Cargo Insurance to cover the full cost of property, replacement cost value.

If Supplier is providing aircraft services – Aircraft Hull Insurance: for the full value of the aircraft and any special equipment/flight test equipment that will be included in the aircraft for these flights, and Aircraft Liability Insurance (including War, Hi-Jacking and Other Perils): $100 million per occurrence.

If Supplier is providing maritime vessel services - Hull Insurance covering the vessel for its full value, protection and indemnity insurance with limits of no less than $1,000,000 per occurrence.

* 1. Honeybee Robotic and its officers, directors, employees, and contractors of any tier (other than Supplier) shall be included as Additional Insureds on all policies except for Workers’ Compensation Insurance and Professional Liability Insurance (if applicable) and no such policy shall exclude claims brought by an Additional Insured against a Named Insured. All such insurance shall apply on a primary and non-contributory basis to Honeybee Robotics and any other required Additional Insureds’ coverage.
	2. Supplier hereby waives all rights of recovery (including rights to subrogation) against Honeybee Robotics, its officers, directors, employees, and contractors of any tier (other than Supplier), and other required Additional Insured or other party entitled to indemnification hereunder for any claim, injury, loss, or damage arising from any occurrence covered by insurance maintained (or required to be maintained) by Supplier. All policies of insurance carried by Supplier, including Workers’ Compensation Insurance, shall include express provisions in which the insurer waives its subrogation rights against Honeybee Robotics, its officers, directors, employees, and contractors of any tier (other than Supplier), or other party entitled to indemnification hereunder.
	3. Insurance required herein will not be cancelled or materially altered without prior notification to Honeybee Robotics, as per each policy’s notification provisions.
	4. Upon acceptance of this Agreement, if requested by Honeybee Robotics, Supplier will provide Honeybee Robotics with certificate(s) of insurance, identifying Additional Insureds as specified above and other supporting documentation as Honeybee Robotics may reasonably request to evidence Supplier’s continuing compliance with this Section 16.
	5. In the event that any Product under this Agreement is to be rendered by person(s) other than the Supplier’s employees, Supplier shall cause such person(s) to maintain insurance subject to the same terms and conditions as set forth above applicable to Supplier prior to commencement of service by such person(s) and shall furnish Honeybee Robotics with evidence of such insurance.
	6. Honeybee Robotics’ acceptance of any of Supplier’s insurance will not relieve Supplier of any obligations in this Agreement including, but not limited to, its defense and indemnity obligations, even for claims over Supplier’s policy limits. Supplier’s failure to procure or maintain the insurance required by this Section 16 during the entire term of the Agreement (or later, as agreed) shall constitute a material breach of this Agreement.
1. **Confidential Information**

Supplier and its employees, representatives, and subcontractors will: (i) keep confidential all Confidential Information and protect the Confidential Information against unauthorized use or disclosure using at least those measures that it takes to protect its own Confidential Information of a similar nature, but in no case, less than reasonable care; and (ii) use such information only for the purposes of performing its obligations under this Agreement. All Confidential Information is Honeybee Robotics’ exclusive property. Any knowledge or information that Supplier has disclosed or may hereafter disclose to Honeybee Robotics in connection with this Agreement will not be deemed to be Confidential or Proprietary and is acquired by Honeybee Robotics free from any restrictions (other than a claim for infringement) as part of the consideration for this Agreement, and notwithstanding any copyright or other notice thereon, Honeybee Robotics will have the right to use, copy, modify, and disclose the same as it sees fit.

1. **Intellectual Property**

Any Intellectual Property owned by a party prior to the issuance of this Agreement will remain owned by that party. To the extent that Honeybee Robotics is paying Supplier to develop new Intellectual Property as part of this Agreement: (i) Honeybee Robotics will own all right, title, and interest in that new Intellectual Property; and (ii) if (a) Supplier is in default of either its obligation to timely perform or its obligation to deliver conforming Product(s) under this Agreement and (b) Honeybee Robotics has also made payments to Supplier under this Agreement, then, to the extent Supplier’s background Intellectual Property is necessary to make the Product(s), Supplier hereby grants Honeybee Robotics sufficient Intellectual Property rights to make, have made, use, sell, or offer to sell the Product(s) solely to fulfill the purpose of this Agreement, and shall promptly transmit to Honeybee Robotics all existing technical and manufacturing information regarding the Product(s), including any prototypes.

1. **Honeybee Robotics’ Furnished Materials**
	1. Honeybee Robotics shall retain full title to and ownership of all Honeybee Robotics Property. Unless otherwise agreed to in writing by Honeybee Robotics, Supplier shall use Honeybee Robotics’ Property for the sole purpose of rendering services or providing goods to Honeybee Robotics.
	2. Supplier accepts and will use Honeybee Robotics’ Property in “AS IS” and “WHERE IS” condition. Honeybee Robotics makes no representations or warranties, express or implied, with respect to Honeybee Robotics’ Property, and Honeybee Robotics expressly disclaims all warranties.
	3. Supplier shall not lease, assign, loan, or sell any Honeybee Robotics Property or any interest therein, without Honeybee Robotics’ prior written consent. Supplier shall keep Honeybee Robotics’ Property free and clear of all liens, claims, and encumbrances while in Supplier’s possession. Supplier shall ensure that, at all times, Honeybee Robotics’ Property clearly displays signs or markings attached thereto evidencing Honeybee Robotics’ ownership of Honeybee Robotics’ Property and is safely stored separate and apart from Supplier's property.
	4. Supplier shall have exclusive possession of and control over Honeybee Robotics’ Property and Supplier shall assume full responsibility and risk of loss for Honeybee Robotics’ Property and its use. Supplier shall insure Honeybee Robotics’ Property, at Supplier’s expense, for (i) replacement cost with loss payable to Honeybee Robotics and (ii) loss or damage by fire, flood, and common perils by an insurance company acceptable to Honeybee Robotics.
	5. Supplier hereby agrees that Honeybee Robotics may, in its discretion, upon reasonable notice, but without legal process, (i) enter the premises where Honeybee Robotics’ Property may be and take possession thereof, whether at Supplier’s premises or its supplier’s, or (ii) request Supplier deliver Honeybee Robotics’ Property to a mutually agreed upon location, in which case, Supplier shall prepare Honeybee Robotics’ Property for shipment and deliver it as directed by Honeybee Robotics in the same condition as originally received by Supplier, reasonable wear and tear excepted.
	6. Unless otherwise instructed by Honeybee Robotics in writing, upon completion of performance of all Agreement requirements, Supplier shall return all Honeybee Robotics Property to Honeybee Robotics.
2. **Security Interest**

In the event items will be bailed to Supplier or progress payments will be made to Supplier, Supplier hereby grants Honeybee Robotics a security interest in any equipment, machinery, contract rights, inventory, goods, merchandise, and raw materials, whether now existing or hereafter arising, and any replacements, improvements, substitutions, attachments, accessories, and accessions thereto or thereon provided by Honeybee Robotics or purchased by Supplier with progress payments or advances made by Honeybee Robotics and to be used by Supplier in manufacturing Products ordered by Honeybee Robotics under this Agreement. Supplier agrees to execute and deliver all documents requested by Honeybee Robotics to protect and maintain Honeybee Robotics' security interest.

1. **Scrap**
	1. If Honeybee Robotics supplies any materials, including, but not limited to, raw materials and components, to Supplier for the production of a manufactured Product and Supplier produces Scrap in such production, Supplier will contact the Procurement Representative for disposition instructions, which may include using commercially reasonable efforts to sell such Scrap and credit Honeybee Robotics, at Supplier’s selling price, for any such Scrap sold by Supplier.
	2. If any Scrap is produced after final acceptance of Products by Honeybee Robotics, Honeybee Robotics will retain ownership of such Scrap.
	3. If Supplier is producing a manufactured Product pursuant to this Agreement, with reasonable advance notice and at no additional charge, Supplier must grant right of access to Honeybee Robotics to the areas of any facilities and sub-tier supplier locations that are involved in the manufacturing or production of Products to inspect Supplier’s Scrap processes.
	4. Supplier shall use commercially reasonable efforts to continually reduce Scrap produced during the production of Products.
2. **Cybersecurity and Incident Reporting**
	1. Supplier shall establish and maintain environmental, safety and facility procedures, data security procedures, and other safeguards against the destruction, corruption, loss or alteration of Buyer’s data and to prevent access, intrusion, alteration or other interference by any unauthorized third parties of the same, that are: (i) no less rigorous than those maintained by Supplier for its own information or the information of customers of a similar nature; (ii) no less rigorous than the accepted practices in the industry; and (iii) no less rigorous than those required by applicable data security and privacy statutes and regulations.
	2. Cyber Incidents.  Without exception, Supplier shall report to Buyer any breach of Supplier’s data security procedures that result in any actual or threatened loss, corruption, or alteration of Buyer’s data within seventy-two (72) hours of Supplier’s discovery of the incident.
	3. In such an instance, in addition to Supplier’s other obligations under the Order, or under any law or regulation, Supplier agrees to promptly remedy any such breach and to fully cooperate with Buyer in resolving such breach and mitigating any damage from such breach at Supplier’s cost. Failure to report any cyber incidents will be considered a material breach of the Order. In the event of a data breach, Buyer shall be afforded unfettered access to certain technical information (e.g., logs, packet flow information, etc.) in order to satisfy Buyer’s information requests. The Supplier will not inform any third party of an incident involving the Buyer’s data without first obtaining the Buyer's prior written consent, except when law or regulation requires it. The Supplier will reimburse the Buyer for actual reasonable expenses the Buyer incurs when responding to and mitigating damages related to a cyber incident, to the extent that the Supplier caused a cyber incident.
	4. Cyber checklists. Should Buyer elect to utilize supplier checklists, representations or certifications of compliance, outside Supplier verification, or onsite security audits, Supplier shall support as required to meet the continuing needs of Buyer or Buyer’s customers.
3. **Obsolescence Management**

Supplier will proactively monitor all items and material used in the manufacture of the Components for impending obsolescence issues due to Components that have or will be taken out of production or the use of which has been announced as being or to be restricted or forbidden by a regulatory agency. Supplier agrees to provide Buyer with immediate notice of any potential obsolescence issue known to the Supplier with such notice to include the reason for obsolescence, estimated date the Component will no longer be available, any proposed alternatives, and a last time buy opportunity at then current pricing for such Component. Such notice shall be provided to Buyer at least six (6) months prior to the anticipated obsolescence date. In addition, Supplier shall provide Buyer with a replacement Component which has design parameters and specification documentation that is fully consistent with the obsolete Components’ then-current design parameters and requirements documents within twelve (12) months prior to ending Supplier’s production of the Component.

1. **Termination, Cancellation, and Modifications**
	1. **Termination for Convenience**. At any time prior to Supplier’s acceptance of this Agreement (as Specified in Section 1 above), Honeybee Robotics may cancel or modify all or any portion of this Agreement by written notice to Supplier without liability or obligation to Supplier. After Supplier’s acceptance of this Agreement, Honeybee Robotics may terminate, cancel, or modify all or any portion of this Agreement by written notice to Supplier of such termination, cancellation, or modification. Upon Honeybee Robotics’ termination of any portion of the Agreement under the preceding sentence, Honeybee Robotics’ responsibility and liability with respect to the terminated, canceled, or modified Products will be equitably adjusted by mutual agreement of the parties; provided, however, that Honeybee Robotics’ responsibility and liability will not exceed the total amount of documented, substantiated, and direct costs incurred by Supplier in connection with this Agreement prior to the effective date of such termination, cancellation, or modification that cannot reasonably be avoided, mitigated, or cancelled; provided, further, that such costs must be documented and asserted in writing to Honeybee Robotics within thirty (30) days of such termination, cancellation, or modification with sufficient detail to allow Honeybee Robotic to verify such costs.
	2. **Termination for Cause**. Honeybee Robotics, without liability, may by written notice of default, terminate the whole or any part of this Agreement if Supplier: (i) fails to perform within the time Specified or in any written extension granted by Honeybee Robotics; (ii) fails to make progress which, in Honeybee Robotics’ reasonable judgment, endangers performance of this Agreement in accordance with its terms; or (iii) fails to comply with any of the terms of this Agreement. Such termination will become effective if Supplier does not cure such failure within ten (10) days of receiving notice of default. Upon termination, Honeybee Robotics may procure at Supplier’s expense and upon terms it deems appropriate, goods or services similar to those so terminated. Honeybee Robotics’ rights and remedies in this clause are in addition to any other rights and remedies provided by law, equity, or under this Agreement. In the event Honeybee Robotics wrongfully terminates this Agreement under this paragraph, in whole or in part, such termination becomes a termination for convenience.
	3. **Effect of Termination**. Upon termination, cancellation or modification of this Agreement pursuant to Section 24(A) or Section 24(B), in accordance with Honeybee Robotics’ written direction, Supplier shall immediately: (i) cease work; (ii) prepare and submit to Honeybee Robotics an itemization of all completed and partially completed Products; (iii) deliver to Honeybee Robotics any and all Products completed up to the date of termination at agreed upon prices; (iv) deliver any work in progress; and (v) continue performance of this Agreement to the extent not terminated.
2. **Assignment; Successors and Assigns**

Performance of this Agreement is specific to Supplier; therefore, Supplier may not assign this Agreement (in whole or part) without Honeybee Robotics’ prior written consent. Any assignment without Honeybee Robotics’ consent will be voidable at Honeybee Robotics’ option. Honeybee Robotics may assign this Agreement or its rights hereunder to a successor or subsidiary of Honeybee Robotics, or to any of its affiliates, or pursuant to a statutory merger, consolidation, or internal corporate reorganization, or to any other successor in interest to Honeybee Robotics. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of, and be enforceable by Supplier, Honeybee Robotics, and their respective successors and assigns.

1. **Governing Law; Jurisdiction; Venue; Waiver of Jury Trial**

This Agreement will be interpreted and enforced in accordance with the laws of the state of the Specified ship to address, without regard to the conflict of laws provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980 will not apply to this Agreement. Each party agrees that any action, litigation, or proceeding of any kind whatsoever arising out of or relating to this Agreement shall be resolved exclusively in the federal court of the judicial district where the Specified ship to address is located or, if such court does not have subject-matter jurisdiction, the courts of the state of the Specified ship to address, and any appellate court thereof. Each party consents and submits to the exclusive jurisdiction of such courts and waives any objections to venue laid therein. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

1. **No Waiver**

Unless explicitly stated otherwise hereunder, a party does not waive any right under this Agreement by (i) failing to insist on compliance with any of the terms of this Agreement; (ii) failing to exercise any right hereunder; (iii) accepting modifications to the Agreement; or (iv) accepting late deliveries.

1. **Cumulative Rights**

The rights and remedies of the parties under this Agreement are cumulative, and either party may enforce any of its rights or remedies under this Agreement or other rights and remedies available to it at law or in equity.

1. **Entire Agreement**

This Agreement, including and together with any related exhibits and schedules, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

1. **Compliance**

Supplierrepresents, warrants, and covenants that it will comply with all laws applicable to the Products and/or the activities contemplated or provided under this Agreement including, but not limited to, the specific areas listed below as well as any national, international, federal, state, provincial, or local law, treaty, convention, protocol, common law, regulation, directive, code, standard, ordinance, order (including judicial order), or rule and regulation issued by governmental agencies or authorities including, but not limited to, those dealing with environment, health, safety, employment, tariff and customers, record retention, personal data protection, or the transportation or storage of hazardous materials.

* 1. **Export Control.** Supplier will comply with all applicable Export Control Laws. Supplier shall not export, re-export, transfer, disclose, or otherwise provide or make accessible Honeybee Robotics’ technical data and/or Products controlled by Export Control Laws to any persons, or entities not authorized to receive or have access to the data and/or Products, including third country/dual national employees, lower-tier subcontractors and sub-licensees, or modify or divert such items to any military application unless Supplier receives prior written authorization from Honeybee Robotics and verification that any required export authorization is in place. Supplier will comply with Export Control Laws before providing or granting access to any such information, software, or hardware to individuals (even if employees of Supplier) who are not U.S. persons (22 CFR § 120.62), whether in or outside of the United States.

Supplier agrees to cooperate with and provide Honeybee Robotics with all information reasonably necessary to perform assessments or audits to ensure compliance with Export Control Laws, any government export licenses, or authorizations, or as part of any government investigations or corrective actions related to a potential or actual violation of Export Control Laws related to this Agreement. Upon request, Supplier will provide to Honeybee Robotics, in writing, the export classification of any Products subject to Export Control Laws. Supplier is required to obtain any necessary U.S. Government export license(s) or authorization(s) for any Products Supplier provides under this Agreement. Upon obtaining any required U.S. Government export license(s) or authorization, Supplier will provide copies to Honeybee Robotics of such for recordkeeping and compliance purposes. Where Supplier is a signatory under a Honeybee Robotics export license or export agreement (e.g., TAA, MLA), the Supplier will provide prompt notification to the Honeybee Robotics Procurement Representative in the event of changed circumstances including, but not limited to, ineligibility, a violation or potential violation of ITAR, and the initiation or existence of a U.S. Government investigation that could affect Supplier’s performance under this Agreement.

Supplier will flow the foregoing export controls requirements to its subcontractors.

# Equal Employment Opportunity. Supplier and its subcontractors will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). 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, sexual orientation, gender identity, or national origin. Moreover, 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, sexual orientation, gender identity, national origin, protected veteran status, or disability.

* 1. **Excluded Parties.** Supplier represents that it is not suspended, debarred, or proposed for debarment or otherwise included in the System for Award Management Exclusions (see 2 CFR § 180.945), or declared ineligible by any federal agency or state government agency. Supplier agrees to notify Honeybee Robotics immediately upon learning that it, or any of its affiliates or subcontractors, has been proposed for suspension, debarment, any other exclusion record in the System for Award Management, or any declaration of ineligibility by any federal agency or state government agency.
	2. **Restricted Parties.** Supplier hereby represents that neither Supplier nor any parent, subsidiary, or affiliate of Supplier is included on any Restricted Party List. Supplier will immediately notify the Honeybee Robotics Procurement Representative if the Supplier is, or becomes, listed on any Restricted Party List or if the Supplier’s export privileges are otherwise denied, suspended, or revoked in whole or in part by any U.S. Government entity or agency.
	3. **Anti-Bribery.** Each party represents it has not, and will not, directly or indirectly pay, offer, give, or promise to pay or authorize the payment of any monies or other things of value to: (i) an official or employee of a government department, agency, or instrumentality, state-owned, or controlled enterprise or public international organization; (ii) any political party or candidate for political office; or (iii) any other person at the suggestion, request, direction, or for the benefit of any of the above-described persons and affiliates if any such payment, offer, act, or authorization is for purposes of influencing official actions or decisions or securing any improper advantage in order to obtain or retain business, or engaging in acts or transactions otherwise in violation of the U.S. Foreign Corrupt Practices Act 1977, UK Bribery Act 2010, or any other applicable anti-bribery legislation.

# Anti-Kickback. Supplier warrants that it has provided no gratuities (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a Supplier, nor engaged in any other activity prohibited by the Anti-Kickback Act of 1986 (41 USC § 51 et seq). No kickbacks will be offered or given by Supplier to any employee of Honeybee Robotics. Supplier will contact Honeybee Robotics’ contracts department if any employee of Honeybee Robotics requests a gratuity or kickback.

# Data Protection. During the term of this Agreement and during any period Supplier may have access to Personal Data, Supplier will comply with all Data Protection Laws and will not knowingly do, cause, or permit to be done, anything which will cause or otherwise result in a breach by Honeybee Robotics of Data Protection Laws, except to the extent acting on the instructions or direction of Honeybee Robotics. Supplier and Supplier’s subcontractors will not disclose any Personal Data to entities or persons who do not have a need to receive such information or who are located outside the United States. Supplier will use encryption if, as a requirement under this Agreement, Supplier must send Personal Data electronically.

# Material Components. Supplier and its subcontractors will abide by the requirements of 41 USC §§ 8301-8305 to ensure any materials or alloys incorporated into the Product are sourced from the United States or a “Designated Country” as set forth in 48 CFR § 25.003. Any materials, products or alloys incorporated into the Product that are not sourced from the United States or a “Designated Country” require the prior written approval from Honeybee Robotics.

# Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov. 2021).

* + 1. **Definitions.** All defined terms in this section will have the same definitions as used in FAR 52.204-25(a), except for “Honeybee Robotics” and “Supplier” (defined in Section 36 below).

**Section 889.** Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency, on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

* + 1. **Prohibition.** Supplier is prohibited from providing to Honeybee Robotics any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception applies under Section 30(I)(iii) below or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.
		2. **Exceptions.** This clause does not prohibit Supplier from providing a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
		3. **Reporting Requirement.** In the event Supplier identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during the performance of this Agreement, or Supplier is notified of such by a subcontractor at any tier or by any other source, Supplier must report the information in Section 30(I)(v) below to Honeybee Robotics, unless elsewhere in this Agreement are established procedures for reporting the information; in the case of the Department of Defense, the Contractor must report to Honeybee Robotics and to the website at https://dibnet.dod.mil. For indefinite delivery contracts, Supplier must report to Honeybee Robotics for the indefinite delivery Agreement and Honeybee Robotics for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.
		4. **Reporting Information**. Within one (1) business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. Within ten (10) business days of submitting the information in the preceding sentence: any further available information about mitigation actions undertaken or recommended. In addition, Supplier must describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
		5. **Subcontracts**. Supplier will insert the substance of this Section 30(I), including this Section 30(I)(vi) in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

# Prohibition on a ByteDance Covered Application.

* + 1. **Definitions.** All capitalized terms in this section will have the same meanings as used in FAR 52.204-27, except for “Supplier” (defined in Section 36 below).
		2. **Prohibition.** Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, “No TikTok on Government Devices” Implementation Guidance, collectively prohibit the presence or use of a Covered Application on executive agency Information Technology, including certain equipment used by Federal contractors. Supplier is prohibited from having or using a Covered Application on any Information Technology owned or managed by the U.S. Government, or on any Information Technology used or provided by Supplier under this Agreement, including equipment provided by Supplier’s employees; however, this prohibition does not apply if an exception has been granted as described in FAR 52.204-27.
		3. **Subcontracts.** Supplier shall insert the substance of this Section 30(J), including this Section 30(J)(iii), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.
	1. **Company Size Self Certification.** Supplier has represented that the size and socioeconomic status representations made in the Business Size Self-Certification Form are current, accurate, and complete as of the date of this Agreement. If the business size status has changed, Supplier must send an e-mail request for a Business Size Self-Certification form to the Procurement Representative. Honeybee Robotics will update the business size status upon receipt of a completed form.
1. **Prioritization and Customer Requirements**

Honeybee Robotics may be required to issue orders under this Agreement subject to the DPAS as well as additional terms required by Honeybee Robotics’ U.S. Government customer. In compliance with FAR 52.211-15 Defense Priority and Allocation Requirements (APR 2008): If this Agreement is a “rated order” certified for national defense use, emergency preparedness, and energy program use, Supplier must follow all the requirements of the DPAS regulations (15 CFR § 700).

1. **Publicity**

Supplier will not use any trade name, trademark, service mark, or logo of, or reference Honeybee Robotics in any advertising, promotions, public release, or otherwise, without Honeybee Robotics’ prior written consent.

1. **Federal Contract Acquisition Requirements (Applicable Only to Federal Contract Procurements)**

For Orders placed in support of any Government Prime Contract or any subcontract thereunder (including, but not limited to, those procuring an item meeting the FAR definition of a commercial item), the following are incorporated herein by reference as if fully set forth in the Order: (i) the clauses set forth in the FAR or DFARS as listed below and (ii) any other FAR or DFARS clauses and other terms and conditions required to be included in the Order as a matter of law or under the terms of the Government Prime Contract or subcontract. The following Federal Acquisition Regulations (FAR) are applicable for all federal contract procurements and are hereby incorporated by reference:

**52.212-4** Contract Terms and Conditions-Commercial Items

**52.212-5** Contract Terms and Conditions Required to Implement Statutes or Executive Orders Commercial Items

**52.213.4** Terms and Conditions-Simplified Acquisitions (Other than Commercial Items)

Supplier must include in each lower-tier subcontract the appropriate flow down clauses as required by FAR, Defense Federal Acquisition Regulations (DFARS), NASA Far Supplement (NFS), or any other applicable agency-specific flow down requirement.

1. **Order of Precedence**

Any inconsistencies in this Agreement will be resolved in accordance with the following descending order of precedence: (i) any applicable government or customer flow down; (ii) face of the Purchase Order including the schedules of the Purchase Order or continuation sheets; (iii) these Honeybee Robotics Purchase Order Terms and Conditions; (iv) any statement(s) of work applicable to the Agreement, but any changes to the statement(s) of work take precedence over the original statement(s) of work or any prior changes; (v) the version of the Honeybee Robotics Quality Requirements as of the date of the Purchase Order; (vi) specifications that are applicable to the Agreement; (vii) drawings that are applicable to the Agreement; and (viii) any other exhibits to the Agreement.

Notwithstanding the foregoing, if any of the items (i) – (viii) listed above are listed on the face of the Purchase Order, inconsistencies will be resolved in the order of precedence stated above, even if some items are listed while others are not.

1. **Notice**

Any notice, request, or consent required or made pursuant to this Agreement will be in writing (including electronic mail). Any such notice, request, or consent will be deemed to have been made when delivered to an authorized representative of the Party to whom the communication is addressed. A Party may change its representatives by giving the other Party notice of such change.

1. **Definitions**

Defined terms have the following meanings:

* 1. “Agreement” means the Purchase Order between Honeybee Robotics and Supplier and any other written agreement between Honeybee Robotics and Supplier, including, as applicable, Long-Term Agreement, Master Product Agreement, or Consulting and Professional Services Agreement.
	2. “Honeybee Robotics” means the Honeybee Robotics entity listed on the face of the Purchase Order, and each entity that controls, is controlled by, or is under common control with the entity listed on the face of the Purchase Order.
	3. “Honeybee Robotics Property” means any property of Honeybee Robotics, including, but not limited to, tooling, tool drawings, equipment, materials, parts, drawings, and specifications, that is furnished to Supplier by Honeybee Robotics or by Honeybee Robotics’ affiliates, subsidiaries, contractors, or vendors, or paid for in whole or in part by Honeybee Robotics, and any repair or replacement thereof, or any materials affixed or attached thereto.
	4. “Confidential Information” means: (i) oral information (whether or not reduced to writing and marked with a restrictive legend), information that is marked or identified as “Confidential,” “Restricted,” “Proprietary,” or with a similar designation, or if not so designated, that Supplier should reasonably expect to be confidential due to its nature; (ii) technical, process, proprietary, or economic information derived from drawings or 3D or other models owned or provided by Honeybee Robotics; (iii) the terms and existence of this Agreement; and (iv) other tangible or intangible property furnished by Honeybee Robotics in connection with this Agreement, including any drawings, specifications, data, goods, information and/or Honeybee Robotics’ Property.
	5. “Data Protection Laws” means all federal, state, provincial, regional, territorial, and local, laws, regulations, rules, executive orders, supervisory requirements, directives, circulars, opinions, interpretive letters, and official releases of or by any government, or any authority, department, or agency thereof or self-regulatory organization that relate to the Processing of Personal Data or the confidentiality, security, or protection of Personal Data, including the California Consumer Protection Act or the European Union General Data Protection Regulation » (GDPR) n°2016/679 of 25 May 2018.

# “DPAS” means the Defense Priorities and Allocations System.

# “Export Control Laws” means all applicable export and import control laws and regulations, including the International Traffic in Arms Regulations (22 CFR §§ 120-130) (ITAR); the Export Administration Regulations (15 CFR §§ 730-774) (EAR); the Arms Export Control Act (22 USC §§ 2751‐2794); the sanctions regulations administered by the U.S. Treasury Department’s Office of Foreign Assets Control (31 CFR §§ 501-598); the regulations administered by the U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms, and Explosives (27 CFR § 447); and any applicable laws and regulations of other countries, before importing into or exporting out of the United States, re-exporting, or otherwise retransferring any information, software, or hardware received from Honeybee Robotics or developed by Supplier for Honeybee Robotics.

# “FAR” means Federal Acquisition Regulations (full text may be accessed electronically at <https://www.acquisition.gov/browse/index/far>).

# “Free on Board” has the meaning in the Uniform Commercial Code in effect at the time of this Agreement and will apply to domestic shipments from the United States, but for shipments to Honeybee Robotics from outside the United States, the Incoterms as it may be amended, will be used for shipping terms.

# “Intellectual Property” means all: (i) compositions, works of authorship, computer programs, products, devices, techniques, know-how, algorithms, methods, processes, inventions, discoveries, and improvements, whether or not patentable or copyrightable and whether or not reduced to practice; (ii) compositions, works of authorship, and documented information in whatever form such as information embodied in drawings, test data, specifications, process documents, technical reports; and (iii) domestic and foreign legal and statutory rights to the foregoing including, but not limited to, patents, trademarks, trade secrets, copyrights, mask work registrations, and the like, whether registered or unregistered and including applications for the grant of any such rights and any and all forms of protection having equivalent or similar effect anywhere in the world and any rights under licenses in relation to such rights.

# “OEM” means Original Equipment Manufacturer and refers to a company that designs or formulates a product.

# “Personal Data” means all information made available or provided to Supplier under this Agreement that can potentially be used to uniquely identify, contact, or locate a single person including, but not limited to; Social Security Number, unpublished personal telephone number or home address, personal email address, driver's license number, credit card numbers, and digital identity.

# “Processing of Personal Data” means any operations performed on Personal Data or sets of Personal Data (whether those operations are automated or not), such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction.

# “Products” means, as applicable, the goods, items, services, and other deliverables to be supplied to Honeybee Robotics by Supplier under this Agreement.

# “Purchase Order” means the contract formed between Supplier and Honeybee Robotics, including this written or electronic order for Product(s), all applicable specifications, requirements documents, exhibits, and Supplier’s acceptance (if such acceptance is in writing).

# “Procurement Representative” means the individual or third party authorized by Honeybee Robotics’ procurement organization to administer or execute this Agreement.

# “Restricted Party List” means any of the following restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List administered by the U.S. Treasury Department’s Office of Foreign Assets Control (OFAC), Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department’s Bureau of Industry and Security (BIS), or List of Statutorily Debarred Parties maintained by the U.S. State Department’s Directorate of Defense Trade Controls, or the consolidated list of asset freeze targets designated by the United Nations, European Union, or United Kingdom.

# “Scrap” means any shavings, chips, drops, or other pieces of discarded material or components originally provided by Honeybee Robotics not utilized in or for any manufactured Product to be delivered under this Agreement.

# “Specified” means as specified on the face of the Purchase Order.

# “Supplier” means the individual or entity Specified as recipient of this Agreement.