

Pavion Subcontracting Terms and Conditions

1. **Definitions.** Capitalized terms have the meanings set forth in this Section 1, or as otherwise set off in quotation marks and defined in these Pavion Subcontracting Terms and Conditions.
 - 1.1. **“Agreement”** means these Pavion Subcontracting Terms and Conditions, the Pavion Subcontractor Safety Compliance Terms, the applicable Prime Contract, the applicable Work Order, and any plans, schematics, drawings, details, instructions, or other information attached to a Work Order or otherwise provided to Subcontractor in writing (email sufficient) with respect to the Services.
 - 1.2. **“Client”** means a customer or client of Pavion.
 - 1.3. **“Confidential Information”** means all information, documents, or materials received from the other Party pursuant to the Agreement that is proprietary or disclosed in confidence. Pavion’s Confidential Information includes the existence and details of the Agreement and any applicable Work Order, and any information that is received, conceived, originated, discovered, or developed, in whole or in part, by Subcontractor in the course of providing the Services.
 - 1.4. **“Controlled Materials”** means any materials, substances, documentation, technology or technical data, or any products that include or use any of the foregoing, the export, re-export or release of which to certain jurisdictions or countries is prohibited by, or requires, an export license or other governmental approval under any applicable law.
 - 1.5. **“Employee Tax Liability”** has the meaning set forth in Section 4.3.
 - 1.6. **“Fees”** means the fees and charges for the Services set forth in the applicable Work Order.
 - 1.7. **“Intellectual Property Rights”** means all intellectual property rights or other proprietary rights, including any registrations of, applications to register, and renewals and extensions of, any of the foregoing in any jurisdiction in the world.
 - 1.8. **“Party”** means each of Pavion or Subcontractor, individually, and when referred to collectively, the **“Parties.”** For clarity, a Client is not a “Party.”
 - 1.9. **“Pavion”** means Pavion, Inc. and its affiliates.
 - 1.10. **“Pavion Materials”** means any documents, data, information, know-how, methodologies, software, and other materials, and all Intellectual Property Rights in and to the foregoing, provided to Subcontractor by or on behalf of Pavion or a Client, and all derivative works of the foregoing.
 - 1.11. **“Pavion Subcontractor Safety Compliance Terms”** means the safety compliance terms attached hereto as Exhibit A, as may be amended by Pavion from time to time by written communication to Subcontractor.
 - 1.12. **“Prime Contract”** means the applicable prime contract and any terms and conditions, attachments, addenda, or exhibits incorporated therein, as may be amended from time to time, under which Pavion provides services or materials to a Client, for which Subcontractor provides the Services under an applicable Work Order, to the extent that Pavion is bound and obligated thereunder.
 - 1.13. **“Reimbursable Expenses”** means the direct, documented, out-of-pocket expenses, which (i) Subcontractor incurs while performing its obligations and (ii) Pavion has expressly agreed in advance to reimburse.
 - 1.14. **“Satisfaction”** means Pavion’s acceptance of the completed Services, which will be a determination, in good faith, made by Pavion and in accordance with commonly accepted industry standards.
 - 1.15. **“Security Breach”** has the meaning set forth in Section 5.4.

- 1.16. **“Services”** means any of the services, materials, Work Product, or deliverables that Subcontractor is required to, or otherwise does provide, under the Agreement or any Work Order.
 - 1.17. **“Subcontractor”** means the entity to whom a Work Order has been issued.
 - 1.18. **“Subcontractor Existing Materials”** means all documents, data, know-how, methodologies, software and other materials, and all Intellectual Property Rights in and to the foregoing, developed or acquired by Subcontractor prior to the commencement of the Agreement or developed independently of the Services.
 - 1.19. **“Subcontractor Personnel”** means all employees, representatives, vendors, and subcontractors, if any, engaged by Subcontractor.
 - 1.20. **“Third-Party Claim”** has the meaning set forth in Section 9.
 - 1.21. **“Work Order”** means the applicable purchase order, task order, work order, or other statement or description of the Services to be provided in support of Pavion’s obligations to a Client, as may be amended from time to time.
 - 1.22. **“Work Product”** means, excepting any Subcontractor Existing Materials, all writings, works of authorship, technology, inventions, ideas, or other types of work product, and all Intellectual Property Rights in and to the foregoing, that are developed, conceived, reduced to practice or otherwise made by Subcontractor during the course of providing the Services under the Agreement, whether solely or jointly with others.
2. These Terms. Pavion may change any of the terms of these Pavion Subcontracting Terms and Conditions at any time, in Pavion’s sole discretion. It is Subcontractor’s responsibility to check for updates to these Pavion Subcontracting Terms and Conditions prior to commencing the Services on any Work Order. Pavion will notify Subcontractor of any material changes to these Pavion Subcontracting Terms and Conditions by e-mail to Subcontractor’s contact address made available to Pavion or by posting a notice on the webpage where these terms are found. Any material modification to these Pavion Subcontracting Terms and Conditions will be effective upon Subcontractor’s acceptance of the modified agreement, or upon Subcontractor’s continued provision of the Services after Pavion sends or posts a notice of the material modification, whichever is earlier. However, any disputes arising under these Pavion Subcontracting Terms and Conditions will be resolved pursuant to the version then in effect at the time the dispute arose.
3. Services.
 - 3.1. Contracting. From time to time, in its sole discretion, Pavion will issue Work Orders to Subcontractor detailing the applicable scope of the Services to be provided by Subcontractor. Upon Subcontractor’s communication to Pavion of its acceptance of the applicable Work Order, Subcontractor will provide the Services as described and set forth therein in accordance with the terms of the Agreement, including these Pavion Subcontracting Terms and Conditions, the Pavion Subcontractor Safety Compliance Terms, and the Prime Contract. Subcontractor acknowledges and agrees that any written, emailed, or oral communication to Pavion of Subcontractor’s acceptance of a Work Order, including any manifestation or demonstration of Subcontractor’s intent to provide the Services under a Work Order (e.g., showing up to a job site on the date specified in a Work Order or actually providing any of the Services specified in a Work Order), will be deemed acceptance of the Work Order and manifestation of Subcontractor’s acceptance of, and intent to be bound by, the terms of the Agreement, including the applicable Work Order, these Pavion Subcontracting Terms and Conditions, and the Prime Contract. Upon Subcontractor’s written request, Pavion will provide Subcontractor with a redacted copy of the applicable Prime Contract that includes the provisions of the Prime Contract that are applicable to Subcontractor. Any alteration or deviation from the Services as set forth in a Work Order will only be valid upon written agreement by both Parties; Subcontractor will not provide the Services outside of the specified scope of the Services as set forth in the Work Order until such written acceptance from Pavion, if any, has been provided.

- 3.2. Provision of Services. Except as expressly agreed in the applicable Work Order, Subcontractor will provide and be responsible for all tools, materials, labor, travel, and other costs necessary for the completion of the Services. Subcontractor acknowledges and agrees that time is of the essence with respect to Subcontractor's obligations hereunder and that prompt and timely performance of all such obligations is strictly required. Subcontractor will provide Pavion with scheduling information in a form acceptable to Pavion and will conform to Pavion's progress schedules, including any changes made by Pavion in the scheduling of the Services. Subcontractor will reasonably cooperate with Pavion's vendors, subcontractors, and service providers to facilitate Pavion's provision of services under the Prime Contract and will coordinate the Services with that of all other vendors or service providers so as not to delay or damage their performance. Subcontractor will make the Services accessible at all reasonable times for inspection by Pavion. Subcontractor will, at the first opportunity, inspect all materials and equipment to be used or incorporated in the Services and give prompt notice to Pavion of any defect therein.
- 3.3. Subcontractor Personnel. Subcontractor is responsible and liable for the acts, omissions, and performance of Subcontractor Personnel, including each of their compliance with the terms of the Agreement, and all such acts, omissions, and performance will be deemed those of Subcontractor for purposes of the Agreement. Subcontractor may only engage its employees to provide the Services and may not subcontract, in whole or in part, the Services, without prior written consent of Pavion. Subcontractor has sole responsibility for the direction of its employees and has the right to fire, hire, suspend, layoff, transfer or reassign employees at will without the consent of Pavion. Subcontractor is solely responsible for the payment of Subcontractor Personnel compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits. Upon Pavion's request, with or without cause, Subcontractor will remove any Subcontractor Personnel who, in the opinion of Pavion, may be guilty of improper or unprofessional conduct or who are not qualified to provide the Services. To the extent not prohibited by applicable law, Subcontractor will perform background checks on all Subcontractor Personnel prior to such Subcontractor Personnel's provision of Services under the Agreement, and, upon Pavion's written request, Subcontractor will provide copies of such background check reports to Pavion.
- 3.4. Delays. Should Subcontractor's acts or omissions delay Pavion, or any other vendors, subcontractors, or service providers, provision of services under the applicable Prime Contract, Subcontractor will indemnify, defend, and hold harmless Pavion for any damages, claims, demands, liens, stop notices, lawsuits, attorneys' fees, or other costs or liabilities imposed on Pavion in connection with such delay. Without limiting any other remedy to which Pavion may be entitled, Pavion may procure a replacement provider for Subcontractor's work and deduct associated costs from the Fees in connection with such delay.
- 3.5. Acceptance of the Services. Unless otherwise specified in a Work Order, Pavion will have a reasonable amount of time from Subcontractor's completion of any of the Services to reject or communicate its Satisfaction to Subcontractor. If Pavion rejects the Services, in whole or in part, then Subcontractor will correct and re-perform or re-deliver the Services within the reasonable time frame designated by Pavion (but in any event no later than ten (10) days) after such rejection. Until Satisfaction has been communicated to Subcontractor by Pavion or its designee, Subcontractor is responsible for risk of loss of, and damage to, the Services and any materials or equipment provided to be used or incorporated in the Services and will promptly notify Pavion of any such event of loss or damage.
- 3.6. Services Warranty. Subcontractor represents, warrants, and covenants to the applicable Client and Pavion that (i) the Services will conform to all requirements and specifications set forth in the applicable Work Order for a period of one (1) year after Pavion's communication of Satisfaction; (ii) any and all materials and equipment incorporated in the Services will be new unless otherwise expressly specified in the applicable Work Order; (iii) no substitutions to the Services were made without prior written authorization of Pavion, the applicable Client, or its or their designee; (iv) and that all the Services provided under the Agreement will be provided,

at a minimum, in accordance with the highest professional industry standards. In the event of Subcontractor's breach of the foregoing warranty, without limiting any remedy to which the applicable Client or Pavion may be entitled at law or under the Agreement, Subcontractor will use reasonable efforts to cure such breach by correcting any non-conformity, defect, or malfunction in the Services, provided that if Subcontractor cannot cure such breach within a reasonable time (but no more than thirty (30) days) after receiving written notice of such breach, Pavion may terminate the applicable Work Order (or portion thereof) and Subcontractor will refund the applicable Fees. Subcontractor will pass through to the applicable Client and Pavion all manufacturer warranties on materials incorporated in the Services and will deliver to Pavion all documentation relating thereto.

4. Payment.

- 4.1. Fees. Subject to Pavion's communication of Satisfaction, Pavion will pay the Fees as consideration for Subcontractor's provision of the Services. Pavion will pay all properly invoiced and undisputed Fees and Reimbursable Expenses due to Subcontractor within sixty (60) days after Pavion's receipt of such invoice. In no event is Pavion liable to Subcontractor for any fees, charges, costs, or expenses other than for Reimbursable Expenses and the Services expressly ordered under each Work Order. Pavion may withhold from payment any amount disputed by Pavion in good faith, pending resolution of the dispute, provided that Pavion (i) timely pays all amounts not subject to dispute; and (ii) works with Subcontractor in good faith to promptly resolve any such dispute. Subcontractor will continue performing its obligations in accordance with the Agreement notwithstanding any such dispute or actual or alleged nonpayment that is the subject of the dispute, pending its resolution. Without limiting any other right or remedy it may have, Pavion reserves the right to set off against the Fees any amount owing to it by Subcontractor under the Agreement or otherwise. All Fees and other amounts payable by Pavion under the Agreement are inclusive of taxes and similar assessments and Pavion will not withhold or pay any taxes on such amounts.
- 4.2. Payment Delay. If a Client, or other responsible party, delays in making any payment to Pavion from which payment to Subcontractor is to be made, Pavion and its sureties will have a reasonable time to make payment to Subcontractor. "Reasonable time," as used in this Section, is determined in relation to relevant circumstances, but will in no event be less time than required for Pavion, Pavion's sureties, or Subcontractor to pursue a conclusion to their legal remedies against the applicable Client, or other responsible party, to obtain payment, including mechanics' lien remedies.
- 4.3. Employee Liabilities. Subcontractor will be responsible for all federal, state, local, and other income, employment, FICA, self-employment, and other taxes, withholding, and all other deductions from compensation required by law and Subcontractor will indemnify Pavion for any and all such amounts, which Pavion may offset against any amounts due or owing to Subcontractor by Pavion. If Pavion is required (or Pavion reasonably determines that it is required) to account to any tax authority for any income or employment tax or other social security contribution in respect of any fee, remuneration or other benefit made or due to Subcontractor in connection with the provision of the Services (an "**Employee Tax Liability**"), then: (i) Pavion will be entitled to make deduction in respect of such Employee Tax Liability from any amounts otherwise payable to Subcontractor and will provide confirmation and evidence of such deduction and will pay the sums over to the relevant tax authority; and (ii) save to the extent deduction is so made in respect thereof pursuant to the foregoing, Subcontractor will indemnify and on demand pay to Pavion the amount of such Employee Tax Liability to the extent Pavion has accounted (or is liable to account) to the relevant tax authority.

5. Confidential Information; Security.

- 5.1. Confidentiality Obligations. Each Party agrees (i) to maintain the confidentiality of the other Party's Confidential Information, using no less than a reasonable degree of care; (ii) not to use the other Party's Confidential Information for any purpose, except to the extent necessary or reasonably required to exercise its rights or perform its obligations hereunder; and (iii) not to disclose the other Party's Confidential Information to any person except to the extent necessary

- to comply with applicable law or to respond to a valid court order, law, rule, or regulation. Each Party may disclose the other Party's Confidential Information to its personnel, provided that such personnel have a need to know and are bound by confidentiality obligations at least as protective as those set forth in the Agreement. If compelled to disclose the other Party's Confidential Information due to court order, law, rule, or regulation, the compelled Party will immediately notify the other Party and will cooperate with the other Party's efforts to prevent, limit, or protect as confidential such disclosure.
- 5.2. Confidentiality Exceptions. The confidentiality obligations will not apply to any information that: (i) was already known prior to the receipt of such information, without restriction on its use or disclosure; (ii) is or becomes generally known by the public other than by breach of the Agreement; (iii) is received from a third party that is not under any obligation to maintain the confidentiality of such information; or (iv) is independently developed without use of the other Party's Confidential Information.
- 5.3. Return of Confidential Information. Upon termination or expiration of any Work Order or the Agreement, or at any time upon the request of Pavion, Subcontractor will return or destroy (at Pavion's election) all Confidential Information, including any materials which incorporate any Confidential Information.
- 5.4. Security Breach. If during the course of providing the Services, Subcontractor becomes aware of or suspects any breach, loss, violation, unauthorized acquisition or access of or to (i) Pavion Materials or Pavion's other Confidential Information; (ii) any systems or networks required or used for the Services; or (iii) any physical facility or space owned, leased, or otherwise used by a Client or Pavion (a "**Security Breach**"), then, in each case, Subcontractor will promptly notify Pavion (but within no less than two (2) business days). Such notice will summarize in reasonable detail the nature, extent and effect of the Security Breach and the corrective action taken or to be taken by Subcontractor. Following a Security Breach, Subcontractor will (a) promptly take all corrective actions that are legally required or appropriate or advisable; (b) provide any information reasonably requested by Pavion; and (c) cooperate fully with Subcontractor in all reasonable and lawful efforts to prevent, mitigate, rectify and notify affected third parties of such Security Breach. Any notifications regarding Security Breaches will be handled exclusively by Pavion, unless otherwise directed by Pavion, and Subcontractor may not under any circumstances contact Clients, or employees relating to such Security Breach unless Subcontractor is under a legal obligation to do so, in which event: (x) Subcontractor must provide Pavion with notice promptly after concluding that Subcontractor has such legal obligation, and explain in such notice the basis for the legal obligation; and (y) Subcontractor will limit the notices to such Clients and employees to those required by the legal obligation or as approved by Pavion. Subcontractor will reasonably cooperate in connection with notices regarding a Security Breach and Subcontractor will assist with sending such notices if so requested by Pavion. Subcontractor will promptly reimburse Pavion for all costs and expenses (including costs of remediation and legal fees) reasonably incurred by Pavion in connection with a Security Breach to the extent that such Security Breach is the result of Subcontractor's (or Subcontractor Personnel's) act, omission, or breach of its obligations in the Agreement.
6. Intellectual Property.
- 6.1. Pavion Materials. As between the Parties, Pavion is, and will remain, the sole and exclusive owner of all right, title and interest in and to the Pavion Materials. Subcontractor has no right or license to use any Pavion Materials except solely to the extent necessary to provide the Services. All other rights in or to the Pavion Materials are expressly reserved. To the extent that Subcontractor obtains any rights in or to Pavion Materials, Subcontractor hereby assigns to Pavion all right, title, and interest in and to Pavion Materials.
- 6.2. Work Product. Subcontractor agrees that all Work Product will be the sole property of Pavion or the applicable Client. Subcontractor hereby irrevocably assigns to Pavion all of Subcontractor's right, title, and interest worldwide in and to all Work Product. Subcontractor hereby unconditionally and irrevocably, to the extent applicable and allowable by law, waives

the enforcement of any “moral rights” in or to the Work Product that cannot be assigned to Pavion.

6.3. Subcontractor Existing Materials. As between the Parties, Subcontractor is, and will remain, the sole and exclusive owner of all right, title and interest in and to the Subcontractor Existing Materials. To the extent that Subcontractor incorporates into or provides in connection with the Services any Subcontractor Existing Materials, Subcontractor hereby grants to Pavion and the applicable Client, at Subcontractor’s sole cost and expense, a perpetual, irrevocable, worldwide, full paid-up, royalty-free, non-exclusive license, with the right to sublicense through multiple tiers, to use, publish, reproduce, perform, display, execute, transmit, distribute copies of, modify, prepare derivative works based upon, make, have made, sell, offer to sell, import, and otherwise exploit the Subcontractor Existing Materials in connection with the Services. All other rights in or to the Subcontractor Existing Materials are expressly reserved.

6.3.1. All rights and licenses granted by Subcontractor herein are, and will otherwise be deemed to be, for purposes of section 365(n) of the United States Bankruptcy Code, licenses to rights in “intellectual property.” The Parties acknowledge and agree that, in the event of commencement of bankruptcy proceedings by or against Subcontractor, Pavion or the applicable Client will be entitled, at its option, to retain all of its rights under the Agreement pursuant to section 365(n) and such rights will continue unaffected even by Subcontractor’s rejection of the Agreement.

7. Termination. Pavion may, at any time and for any (or no) reason, terminate the Agreement or any Work Order at Pavion’s convenience upon at least three (3) business days’ notice to Subcontractor. In the event of termination of a Work Order, Subcontractor will only be entitled to Fees (i) for the actual cost of Services completed up to the date of termination; (ii) pro rata Fees for the Services for which Satisfaction has been communicated; or (iii) pro rata Fees based on percentage of the Services completed under the applicable Work Order, the basis for the calculation of which Fees will be determined by Pavion.

7.1. Survival. This Section 7.1, and Sections 1, 3.3, 3.6, 4.3, 5, 6, 8, 9, 10, 11, 12, 15, 16, and 17 and any accrued obligations, will survive any termination or expiration of the Agreement or any Work Order.

8. Insurance. Subcontractor and each of its subcontractors, will obtain insurance set forth in this Section under the following terms and conditions before commencing the Services. Additional insurance or bond may be required from project to project as specified in the applicable Work Order or Prime Contract.

8.1. General Liability Insurance: Subcontractor will carry minimum primary General Liability Insurance for the following amounts:

8.1.1. \$1,000,000 Combined Single Limit: Bodily Injury + Property Damage

8.1.2. \$1,000,000 Personal Liability Injury

8.1.3. \$2,000,000 General Aggregate (applicable separately to each Work Order under which Subcontractor provides Services).

8.2. Vehicle Liability Insurance: \$500,000 minimum required insurance policy on all owned, hired, and non-owned vehicles of Subcontractor for combined single limit liability for each accident affecting incurring bodily injury and/or property damage.

8.3. Excess Liability Insurance: \$2,000,000 minimum required insurance policy for anything other than General Liability or Automobile coverage.

8.4. Workers Compensation: As required by law.

8.5. Additional Insurance Requirement. The applicable Client, Pavion, and any other entity which Pavion is required to name as an additional insured under the Prime Contract will be named as additional insureds under the General Liability Insurance required by this Section and any such insurance afforded to the additional insureds will apply as primary insurance. Any other

- insurance maintained by the applicable Client or Pavion will be excess insurance and will not be called upon to contribute to Subcontractor's primary or excess insurance carrier's duty to defend or indemnify unless required by law. The excess insurance required above will also afford additional insured protection to the applicable Client and Pavion. This Section will in no event be construed to require that additional insured insurance coverage be provided to a greater extent than permitted under the statutes or public policy governed under State law.
- 8.6. Certificates of Insurance. Subcontractor will furnish to Pavion before commencing provision of the Services all required certificates of insurance, and the required additional insured, and other endorsements, which certificates will reflect a waiver of subrogation in favor of Pavion and the applicable Client.
- 8.7. Maintenance/Cancellation of Insurance. There will be no cancellation or reduction of coverage of any required insurance without thirty (30) days' written notice to Pavion. Such notice may be sent by Subcontractor's insurance carrier, insurance broker, or Subcontractor.
- 8.8. Waiver of Subrogation. Subcontractor waives all rights against Pavion, the applicable Client, other subcontractors, and their agents.
- 8.9. Exclusions. The above insurance coverages are operations by or on behalf of Subcontractor providing insurance for bodily injury, personal injury, and property damage for the limits of liability indicated, including but not limited to, coverage for (i) the premises and operations; (ii) products and completed operations; (iii) contractual liability; (iv) construction means, methods, techniques, sequences, and procedures, including safety and field supervision. Such coverage will not be subject to any of the following limiting or exclusionary endorsements: subsidence or earth movement, prior acts or work, action over – precluding indemnity for passive acts of Pavion contributing to injury of a Subcontractor's employee, contractual limitation – eliminating cover for assumed liability, supervisory or inspection service limitation, insured vs insured cross suits, clauses terminating coverage after a specific period of time, residential or habitational limitation if the Services include residential or habitational work, classification limitation voiding coverage for work not specified, defense inside limits provision, and sub-subcontractor insurance coverage exclusions for failure to satisfy coverage conditions.
9. Indemnification. To the extent permitted by law, Subcontractor will indemnify, defend and hold harmless Pavion, each applicable Client and its and their respective officers, directors, employees, agents, successors and permitted assigns from and against any and all losses, damages, liabilities, settlements, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, fees or expenses of whatever kind (including reasonable attorneys' fees and the cost of enforcing any right to indemnification under the Agreement and the cost of pursuing any insurance providers) incurred by such person or entity resulting from any claim, action, cause of action, demand, suit, investigation, allegation, complaint or any other proceeding asserted, made or brought by a third party (including any governmental agency, entity or organization) (each, a "**Third-Party Claim**") arising from or in connection with, or otherwise relating to, directly or indirectly, (i) the Services, including any act or omission by Subcontractor or Subcontractor Personnel; (ii) Subcontractor's breach of any representation, warranty, covenant, or obligation in the Agreement; or (iii) any allegation or claim (including from Subcontractor Personnel) that any Subcontractor Personnel are employees of Pavion for any purpose, including any claims for taxes, contributions or benefits made by or on behalf of any Subcontractor Personnel, except to the extent of Pavion's or an applicable Client's gross negligence or willful misconduct or Third-Party Claims arising solely out of the designs or specifications provided to Subcontractor in connection with the Services.
- 9.1. Indemnity Process. The indemnified party will: (i) promptly give written notice of the claim to Subcontractor (provided that the failure of the indemnified party to give such notice to Subcontractor will only affect the indemnification and defense obligations of Subcontractor under the Agreement to the extent such failure adversely affects the ability of Subcontractor to defend the claim); (ii) give Subcontractor sole control of the defense and settlement of the claim; and (iii) provide to Subcontractor all available information and reasonable assistance in connection with the claim. The indemnified party may participate in the defense of the claim, at the indemnified party's sole expense (not subject to reimbursement). Without limiting

Subcontractor's obligations in the Agreement, and without limiting or waiving the indemnified party's rights or remedies, if Subcontractor fails to take control of the defense of the claim, then the indemnified party may take control of the defense and Subcontractor will be liable to reimburse the indemnified party of all costs and expenses with respect thereto. Subcontractor may not admit liability for or consent to any judgment, or concede, settle, or compromise any claim without obtaining the indemnified party's prior written consent, such consent not to be unreasonably withheld, unless such admission, concession, settlement, or compromise includes a full and unconditional release of the indemnified party from all liabilities in respect of such claim.

10. Representations and Warranties.

- 10.1. Mutual. Each Party individually represents, warrants, and covenants that: (i) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation; (ii) it does not have any contractual or other limitations that would result in a breach of contract or other limitation to the other Party's rights herein or performance of its obligations in the Agreement; (iii) it has the legal power to enter into the Agreement; and (iv) it will at all times comply with all applicable laws, codes, rules, and regulations.
- 10.2. By Subcontractor. Subcontractor further represents, warrants, and covenants that: (i) Subcontractor's performance under the Agreement will be conducted with due diligence and in full compliance with the highest professional standards of practice in the industry with due regard to preserving and promoting the mission, goodwill, and best interests of Pavion and the applicable Client; (ii) in the course of providing the Services, Subcontractor will comply with all applicable Pavion, or applicable Client, security regulations and workplace requirements; (iii) it is in compliance with, and will provide the Services in compliance with, all applicable laws, rules, regulations, and the Agreement; (iv) it will maintain labor policies in conformity with applicable law; (v) to the extent that the Services are with respect to software, the Services will be free of any: (a) viruses, worms, time bombs, Trojan horses or other harmful, malicious or destructive code; and (b) software disabling devices, time-out devices, counter devices or devices intended to collect data regarding usage or related statistics without the prior written authorization of Pavion or the applicable Client; (vi) no licenses, permissions, or releases of third party rights are necessary for Pavion's or the applicable Client's production, distribution or other use of the Services; (vii) Pavion's and each applicable Client's use of the Services will not be unlawful or otherwise violate the rights of any third party; (viii) Pavion or the applicable Client will receive good and valid title to all of the Services, free and clear of all encumbrances and liens of any kind; (ix) Subcontractor and all Subcontractor Personnel are licensed in accordance with laws applicable where the individual is performing their trade or service; (x) Subcontractor and all Subcontractor Personnel are in compliance with, and members in good standing of, their respective licensing boards; (xi) it will not bring onto Pavion's or any Client's premises or transfer onto Pavion's or any Client's systems any unpublished document, proprietary information, or trade secrets belonging to any third party unless disclosure to, and use by, Pavion and the applicable Client has been consented to in writing by such third party; and (xii) except as may be expressly approved by Pavion or the applicable Client, the Services do not contain any Controlled Materials.

11. Dispute Resolution.

- 11.1. Cooperation with Third-Party Disputes. Subcontractor agrees to cooperate, at Subcontractor's expense, with Pavion in, and to be a party to, any arbitration or litigation proceeding involving claims for fees, costs, or expenses, a portion of which may be owed to Subcontractor, or involving claims against Pavion arising out of or related to the Services.
- 11.2. Subcontractor Claims. If Subcontractor asserts a claim which involves, in whole or in part, acts or omissions which are the responsibility of a Client or another person for whom a claim may be submitted, including but not limited to, claims for failure to pay, an extension of time, impacts, delay damages, or extra work, Pavion will present Subcontractor's claim to the applicable Client or other responsible party provided that Subcontractor presents to Pavion competent supporting evidence and in sufficient time for Pavion to do so. Subcontractor will cooperate

- fully with Pavion in any and all steps Pavion takes in connection with prosecuting such a claim and will hold harmless and reimburse Pavion for all expenses, including legal expenses, incurred by Pavion which arise out of Pavion's submission of Subcontractor's claims to the applicable Client or other responsible party(ies). Subcontractor will be bound by any adjudication or award in any action or proceeding resolving such a claim.
- 11.3. Mediation. With respect to any dispute arising between the Parties, the Parties will first attempt in good faith to resolve any dispute arising out of the Agreement by negotiation and consultation between themselves. In the event that such dispute is not resolved on an informal basis within three (3) business days after a Party provides written notice to the other Party of such dispute, either Party may submit the dispute to any mutually agreed to mediation service in the State where the Services are to be provided for mediation. The Parties will cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The Parties agree that they will use good faith, commercially reasonable efforts in participating in the mediation. The Parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the Parties.
 - 11.4. Confidentiality of Mediation. The Parties further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties thereto, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
 - 11.5. Failed Mediation. If the Parties cannot resolve for any reason, including the failure of either Party to agree to enter into mediation or agree to any settlement proposed by the mediator, any such dispute within thirty (30) days after the initial written notice of the dispute, then either Party may bring such claim to litigation in accordance with Section 16 below.
 12. Publicity. Subcontractor will not issue or release any announcement, statement, press release, or other publicity or marketing materials relating to the Agreement, or otherwise use Pavion's or a Client's trademarks, service marks, trade names, logos, symbols, brand names, domain names, or other indicia of source, affiliation, or sponsorship, in each case, without the prior written consent of Pavion or the applicable Client.
 13. Notice. All notices to Pavion under the Agreement will be in writing and sent via email and physical mail to cmarino@ctsi-usa.com and 4151 Lafayette Center Drive, Suite 700, Chantilly, VA 20151. Notices to Subcontractor will be in writing and sent to the physical or email address identified in the applicable Work Order or other such address as made available to Pavion. All notices are effective upon receipt.
 14. Force Majeure. As between the Parties, if the performance of the Agreement or any obligation hereunder is prevented, restricted, or interfered with by any act or condition whatsoever beyond the reasonable control of the affected Party, the Party so affected, upon giving prompt notice to the other Party, will be excused from such performance for the duration and to the extent of such prevention, restriction, or interference. If the duration of such delay remains in effect for more than thirty (30) days, Pavion may terminate the Agreement as between the Parties, or any applicable Work Order, upon written notice to Subcontractor.
 15. Assignment. Subcontractor will not assign its rights or obligations under the Agreement, whether voluntarily or by operation of law or otherwise, without Pavion's prior written consent. Pavion may freely assign the Agreement or any of its rights or obligations under the Agreement. Any purported assignment or transfer in violation of this Section is void. Subject to the foregoing, the Agreement is binding upon the Parties' heirs, executors, successors, and assigns.
 16. Governing Law; Venue. As between the Parties, the Agreement will be governed by and construed under the laws of the State of New York, without regard to conflicts of law principles therein. For any

disputes arising out of the Agreement, the Parties consent to the exclusive jurisdiction and venue in the state and federal courts located in the Southern District of New York.

17. Miscellaneous. The terms and conditions of the Agreement supersede all previous communications between the Parties and constitute the entire agreement between the Parties relating to the subject matter of the Agreement. To the extent of any conflict or inconsistency between the documents that comprise the Agreement, as between the Parties, provisions will govern in the following descending order of precedence: (i) the applicable Prime Contract; (ii) the applicable Work Order; (iii) these Pavion Subcontracting Terms and Conditions. This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both Parties. Only a Pavion Procurement Director or Vice President Operations is authorized to amend or supplement the Agreement; provided, however, that a Pavion Project Manager or General Manager may authorize amendment or supplement to a Work Order, except with respect to any clause that purports to amend the terms of these Pavion Subcontracting Terms and Conditions. The failure of any Party to insist upon strict performance of any provision of the Agreement will not be construed as a waiver of any subsequent breach of the same or similar nature. If any provision of the Agreement is determined to be invalid, unenforceable, or illegal, then such determination does not affect the validity, enforceability, or legality of the other provisions contained herein, all of which remain in full force and effect. Subcontractor acknowledges that a breach of the Agreement may cause Pavion, or an applicable Client, irreparable harm, for which an award of damages would not be adequate compensation and agrees that, in the event of breach or threatened breach, Pavion, or an applicable Client, will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which Pavion or a Client may be entitled at law or in equity. Except as may be expressly stated herein, the remedies stated under the Agreement are cumulative and do not exclude other remedies to which a Party is lawfully entitled. Except to the extent expressly set forth herein with respect to the applicable Client, nothing in the Agreement is intended to, or will confer upon any person or entity, other than the Parties hereto and their permitted assigns and authorized successors, any legal or equitable right, benefit, or remedy of any kind under the Agreement. The Agreement may be executed in any number of counterparts and via facsimile or electronic signature and pdf, and all such counterparts taken together will be deemed to constitute one and the same original instrument. The terms “e.g.,” “such as,” “include,” “includes,” and “including” are not limiting and are deemed to be followed by the words “without limitation.” The terms “herein,” “hereto,” “hereunder” and terms of similar import refer to the Agreement in its entirety and not to any particular provision of the Agreement. Except where the context otherwise requires, wherever used, the word “or” is used in the inclusive sense (and/or). Subcontractor is an independent contractor to Pavion. There is no relationship of agency, partnership, joint venture, employment, or franchise between the Parties. Neither Party has the authority to bind the other or to incur any obligation on its behalf.

[End of Pavion Subcontracting Terms and Conditions]

Exhibit A**Pavion Subcontractor Safety Compliance Terms**

Subcontractor will ensure that all Subcontractor Personnel comply with these Safety Terms. Subcontractor accepts full responsibility and liability for any violation of these Safety Terms by Subcontractor Personnel.

- **SUBCONTRACTOR AND SUBCONTRACTOR PERSONNEL WILL AT ALL TIMES COMPLY WITH ALL APPLICABLE REQUIREMENTS OF THE PAVION HEALTH & SAFETY MANUAL.** If not already provided, a current copy of the Pavion Health & Safety Manual may be obtained by Subcontractor from a Pavion project manager or by emailing Safety@Pavion.com.
- Subcontractor will review and comply with all safety regulations as required by OSHA and Pavion, including as detailed in the Site Safety plan created for the applicable Work Order.
- Subcontractor will ensure that all Subcontractor foremen/supervisors provide to Pavion written proof that they have completed OSHA-30 safety training and that all other Subcontractor Personnel provide to Pavion written proof that they have completed, at a minimum, an OSHA-10 safety training course.
- Additionally, Subcontractor will provide written proof of additional applicable safety training to Pavion prior to Subcontractor Personnel performing high-risk tasks or activities, such as operating an aerial lift, fall protection, silica exposure, powder-actuated fasteners, confined spaces, etc. Specific requirements may be listed in the Site Safety plan for the applicable Work Order.
- All safety certification cards/certificates should be emailed to Safety@Pavion.com prior to starting work.
- Subcontractor will ensure that 100% eye protection, safety footwear, hard hats, and hi-visibility vests or shirts are worn at all times by Subcontractor Personnel while providing Services at any job site.
- Subcontractor is responsible to provide Subcontractor Personnel with all personal protective equipment and safety devices necessary for the Services, including fall protection.
- All personal protective equipment used by Subcontractor and Subcontractor Personnel must meet the minimum ANSI requirements specific to that piece of equipment. More information is available in the Pavion Health & Safety Manual.
- Subcontractor may not use chemicals at any time without properly reviewing them first with a Pavion project manager or supervisor. SDS sheets for all chemicals must be forwarded to Safety@Pavion.com prior to starting work.
- Subcontractor will immediately report to Pavion all work-related injuries and crashes, regardless of severity. Subcontractor will provide all assistance, support, materials, and information as may be requested or reasonably necessary to enable the Pavion project manager or supervisor to complete and submit an incident investigation report to Pavion Safety within 24 hours of the incident.
- If no Pavion supervisor is immediately available at the time of an incident, then Subcontractor will immediately call the Safety Hotline at 877-999-0969.
- Injured Subcontractor Personnel who seek medical attention, or otherwise suffer injuries that would reasonably require medical attention, may not return to work at a Pavion job site until they have been cleared by a physician or physician's assistant in writing that is provided to Pavion prior to such return.
- Any Subcontractor Personnel that falls from a height greater than 4 feet shall be medically evaluated by a physician or physician's assistant prior to returning to a Pavion job site. For the avoidance of doubt, the immediately preceding sentence applies to Subcontractor Personnel that fall but are saved by their fall protection harness.
- All safety and medical documents shall be emailed to Safety@Pavion.com.
- Without limiting any other remedy that may be available to Pavion, failure to meet these minimum safety requirements will be cause for immediate removal from the project site.

[End of Exhibit A.]