

## Sidus Space Purchase Order Terms and Conditions

(Rev A, Effective August 20, 2023)

### 1. Definitions:

- a. "Buyer" means Sidus Space, a corporation organized and existing under the laws of the state of Delaware, and all of its subsidiaries and affiliates.
- b. "Due Date" means the date by which the Supplier must deliver the goods/services under the Purchase Order to the Buyer's destination as specified in the Purchase Order.
- c. "Goods" – Hardware, services, or other deliverables being procured under the Purchase Order.
- d. "Procurement Agent" means the person authorized by Sidus Space to issue and manage the Purchase Order.
- e. "Seller" or "Supplier" means the individual or entity in receipt of the Purchase Order.

### 2. Contract Formation:

- a. This proposed purchase contract, which incorporates by reference these General Provisions and all other terms and conditions set forth in this proposed purchase contract (collectively, "Contract"), is Buyer's offer to purchase the goods and any related services and/or other deliverables (collectively, the "Goods"). Acceptance is strictly limited to the terms and conditions in this offer. Unless specifically agreed to in writing by Buyer's Authorized Procurement Agent, Buyer objects to, and is not bound by, any term or condition that differs from or adds to this offer. Seller's commencement of performance or acceptance of this Contract in any manner shall conclusively evidence acceptance of this Contract as written. Seller's provision of Goods shall be governed solely by this Contract. Buyer and Seller are referred to herein as a "Party" or collectively as the "Parties".
- b. Except as authorized herein, no amendment or modification of this Contract shall bind either Party unless it is in writing and is signed by the authorized representatives of the Parties.

### 3. Acceptance of the Order:

The Purchase Order shall be deemed accepted by the Supplier upon the first of the following to occur: (i) Supplier signs and returns a copy of the Purchase Order to Sidus Space, (ii) Supplier sends email acknowledgement of the Purchase Order, (iii) Supplier initiates work being performed under the Purchase Order or notifies the Buyer that work has begun under the Purchase Order, (iv) Supplier ships any items or performs any services under the Purchase order or (v) Supplier accepts any form of payment under the Purchase Order.

### 4. Contract Direction:

- a. A Sidus "Procurement Agent" is the only person that may issue or modify Purchase Orders with the Supplier.
- b. Any Sidus Technical or Engineering personnel may discuss the technical aspects or exchange technical information related to the Purchase Order. However, these personnel do not have the authority to issue contract changes; thus, the Supplier shall always coordinate any contract changes with the designated "Procurement Agent".

- 5. Schedule:** Time is of the essence in Supplier's performance under this Purchase Order. Supplier shall deliver the purchased goods or services to Sidus Space at the specified destination on the Purchase Order no later than the delivery Due Date. Failure to deliver by the Due Date, if unexcused, shall constitute a material breach of this Contract. In the event of an anticipated or actual delivery delay, the Seller shall (i) promptly notify the Buyer in writing of reasons for the delay along with any mitigations taken to recover schedule, (ii) provide Buyer with a recovery schedule, and (iii), upon request by the Buyer, expedite the shipment at Supplier's expense. In the event that Sidus Space contributes to the delay (e.g., change to requirements), then the Supplier shall not be liable for any delays caused by Sidus.
- 6. Price, Payment and Invoicing:**
- a. **Price** – Prices are firm and are not subject to increases or additional charges for any reason. Prices shall be based on the US Dollar currency. All payments shall be made in U.S. Dollars with no adjustments for currency exchange rates.
  - b. **Payment Terms** – Sidus shall make payment within 90 days after the later of (i) Sidus's receipt of Supplier's correct invoice in conformance with the invoicing requirements of this Purchase Order; or (ii) Sidus's final acceptance of the Products.
  - c. **Taxes** - Unless prohibited by law or otherwise Specified, Supplier shall pay and has included in the price of any amounts payable under this Purchase Order 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 Sidus has furnished a valid exemption certificate or other evidence of exemption.
  - d. Seller shall issue a separate invoice for each shipment or billing period. All Invoices shall be sent electronically to [AP@SidusSpace.com](mailto:AP@SidusSpace.com) and shall also include the Buyer's Procurement Agent in the email. Each invoice shall include: (i) Supplier's legal entity name, (ii) Buyer Order number and line number; (iii) Buyer line description (as referenced on the Order); (iv) the unit price and total price; (v) Seller's invoice number and date; (v) the payment terms; and (vi) a description of the work performed, as applicable. Upon Buyer's request, Seller shall provide a reconciliation of all invoices submitted to Buyer.
  - e. Each payment made shall be subject to a reduction for any amounts found by Buyer or Seller not to have been properly payable, including any overpayments. Seller shall promptly notify Buyer of any overpayments and remit the overpayment amount to Buyer along with a description of the overpayment. To the extent permitted by applicable law, Buyer, may withhold, deduct, or setoff all money due, or which may become due, from Buyer arising out of Seller's performance under the Order or any other transaction Buyer and its affiliates or subsidiaries may have with Seller.
  - f. **FOR COST TYPE AND TIME AND MATERIAL ORDERS ONLY:** Buyer shall not be obligated to pay Seller for amounts in excess of the Not to Exceed ("NTE") amount of the Order as set forth on the face of the Order or any duly authorized modifications. Seller shall provide written notification to Buyer upon invoicing eighty percent (80%) of the authorized funding under the Order. Such notification will include an estimated fee to complete the

Order. If the estimated fee is greater than the NTE amount, then such notification also shall contain the costs to date, estimate costs to completion, and total costs, together with supporting reasons and documentation. Seller is not authorized to incur costs in excess of the NTE amount until Buyer notifies Seller in writing that the NTE amount has been increased.

**7. Changes:**

- a. Buyer's Procurement Agent may, without notice to sureties and in writing, direct changes within the general scope of this Contract in any of the following: (i) technical requirements and descriptions, specifications, statement of work, drawings or designs; (ii) shipment or packing methods; (iii) place of delivery, inspection or acceptance; (iv) reasonable adjustments in quantities or delivery schedules or both; (v) amount of Buyer-furnished property; (vi) terms and conditions of this Contract required to meet Buyer's obligations under its customer prime contracts or subcontracts; and, if this Contract includes services, (vii) description of services to be performed; (viii) time of performance (e.g., hours of the day, days of the week, etc.); and (ix) place of performance. Seller shall comply promptly with such direction. Except for the rights granted to Buyer under this Article, a change pursuant to this Article shall not give rise to nor authorize any other modification of or amendment to the terms and conditions of this Contract.
- b. If such change increases or decreases the cost or time required to perform this Contract, Buyer and Seller shall negotiate an equitable adjustment in the price or schedule, or both, to reflect the increase or decrease. Buyer shall modify this contract in writing accordingly. Supplier waives a claim for an equitable adjustment under this section unless it submits such claim in writing to Sidus within 15 days from the date of the notice of the change, unless Sidus agrees in writing to a longer period. The Seller has the burden to support the amount of Seller's claim for equitable adjustment. If an equitable adjustment cannot be agreed upon by the Buyer/Seller, then the matter will be resolved in accordance with the Disputes Article.

**8. Title and Risk of Loss:**

- a. Title to Products furnished under this Purchase Order will pass to Sidus upon final acceptance by Sidus, regardless of when or where Sidus takes physical possession, unless this Purchase Order specifically provides for earlier passage of title.
- b. Unless this Purchase Order specifically provides otherwise, risk of loss of or damage to Products will remain with Supplier, and will not pass to Sidus, until: (i) delivery of the Products to a carrier, if transportation is FCA or EXW; or (ii) delivery of the Products to Sidus at the Specified destination, if transportation is DAP, DPU, or DDP.
- c. The risk of loss of or damage to Products that Sidus has a right to reject remains with Supplier until final acceptance or until all non-conformances are cured.

**9. Packing and Shipping:**

- a. Seller shall follow best industry practices as noted in ASTM D3951 to pack Goods to prevent damage and deterioration. Buyer may charge Seller for damage to or deterioration of any Goods resulting from improper packing or packaging. Any unique Sidus packaging requirements for the items being procured shall be included in the Purchase Order.

- b. Supplier shall enclose a complete packing list with all shipments. Supplier shall mark containers or packages with necessary lifting, loading, and shipping information, including Sidus Purchase Order number, item number, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading must include this Purchase Order number.
- c. Unless otherwise specified on the Purchase Order, US domestic shipments shall be DAP INCOTERMS 2020 whereas International shipments shall be DDP INCOTERMS 2020, whereby delivery place is specified in the Purchase Order.
- d. For hardware/goods being shipped with a cumulative value of \$5,000.00 or greater, the Buyer and Seller shall discuss/ negotiate insurance requirements as part of the shipping instructions.

**10. Inspection:**

- a. At no additional cost to Buyer, Goods shall be subject to inspection, surveillance and test at reasonable times and places, including Seller's and Seller's subcontractors' locations. Buyer has the right to visit Seller's and Seller's subcontractors' locations during operating hours to inspect, review and assess progress and performance under this Contract, including, but not limited to, production, schedule, and quality. Any Buyer representative shall be allowed access to all areas used for the performance of this Contract. Buyer shall perform inspections, surveillance, reviews and tests so as not to unduly delay the work.
- b. Program reviews and production readiness assessments shall be held at Seller's facilities or Buyer's facilities, as requested by Buyer. The topics of these reviews shall be specified by Buyer and may include Seller's current and future capacity and capabilities, raw material and component part status, production status, Buyer-supplied components, inventory, Buyer's requirements, changes, forecasts, disaster preparedness, and other issues pertinent to Seller's performance under this Contract.

**11. Acceptance and Rejection:**

- a. Buyer shall accept Goods or give Seller notice of rejection due to any defect or nonconformance within thirty (30) days after the date of delivery. No payment, prior test, inspection, passage of title, any failure or delay in performing any of the foregoing, or failure to discover any defect or other nonconformance shall relieve Seller of any obligations under this Contract or impair any rights or remedies of Buyer, including but not limited to revocation of acceptance.
- b. If Seller delivers defective or non-conforming Goods, Buyer may at its option and at Seller's expense: (i) require Seller to promptly correct or replace Goods; (ii) return Goods for credit or refund; (iii) correct Goods; or (iv) obtain replacement Goods from another source. Return to Seller of defective or non-conforming Goods and redelivery to Buyer of corrected or replaced Goods shall be at Seller's expense and risk of loss.
- c. Seller shall not redeliver corrected or rejected Goods without disclosing the former rejection or requirement for correction. Seller shall disclose any corrective action taken. Repair, replacement and other correction and redelivery shall be completed as Buyer's Authorized Procurement Agent may reasonably direct.

## 12. Counterfeit parts:

- a. Seller shall not furnish Counterfeit Parts (in accordance with the SAE-AS5553 Standard) which are defined as unauthorized copies, imitation, substitute or modified parts (e.g. materials, parts, components, subassemblies) which are misrepresented as a specified genuine part(s) of an original or authorized manufacturer. Counterfeit Parts can include, but are not limited to, the false identification of marking or labeling, grade, serial number, lot number, date code, documentation or performance characteristics, including but not limited to used parts represented as new. Counterfeit and Suspect Counterfeit Parts shall be deemed nonconforming to this Contract. A Suspect Counterfeit Part is a part for which there is objective and credible evidence indicating that it is likely counterfeit.
- b. Seller shall plan, implement and control processes appropriate to the organization and the products for the prevention of Counterfeit or Suspect Counterfeit Part use and their inclusion in Goods. Seller's Counterfeit Parts prevention processes shall address the following:
  - i. Training of appropriate persons in the awareness and prevention of Counterfeit Parts;
  - ii. Application of a parts obsolescence monitoring program;
  - iii. Controls for acquiring externally provided product from original or authorized manufacturers, authorized distributors, or other approved sources;
  - iv. Requirements for assuring traceability of parts and components to their original or authorized manufacturers;
  - v. Verification and test methodologies to detect counterfeit parts;
  - vi. Monitoring of counterfeit parts reporting from external sources; vii. Quarantining and reporting of suspect or detected counterfeit parts, including but not limited to preventing reentry into the supply chain.
- c. If Seller provides Electronic, Electrical or Electromechanical (EEE) parts or assemblies containing EEE parts, Seller shall implement a counterfeit electronic parts detection and avoidance system compliant with the requirements of SAE standard AS5553 (revision as of the effective date of this Contract).
- d. If Seller becomes aware or suspects that it has furnished Counterfeit or Suspect Counterfeit Parts to Buyer, Seller promptly, but in no case later than thirty (30) days from discovery, shall notify Buyer and replace, at Seller's expense, such Counterfeit Parts or Suspect Counterfeit Parts with Goods that conform to the requirements of this Contract. Seller shall be liable for all costs related to the delivery or replacement of Counterfeit Parts or Suspect Counterfeit Parts, including but not limited to any testing or validation costs necessitated by the installation of Goods in replacement of Counterfeit Parts or Suspect Counterfeit Parts.
- e. Seller bears responsibility for procuring authentic parts or items from its subcontractors and shall ensure that all such subcontractors comply with the requirements of this Article. Seller shall include the substance of this Article, including but not limited to this flowdown requirement, in all subcontracts awarded by Seller for work under this Contract.

### 13. Warranty:

- a. Supplier warrants that all Goods purchased under this Purchase Order will conform to all specifications and requirements of this Purchase Order and will be free from defects in materials and workmanship. To the extent Goods are not manufactured pursuant to detailed designs and specifications furnished by Buyer, Goods shall be free from design and specification defects.
- b. This warranty will begin upon Buyer's final acceptance of Goods and shall extend for period of one (1) year and Buyer shall give Seller notice after discovery of a defect or nonconformance in Goods. In the event of any defect or nonconformance in Goods, Buyer may, at its option and at Seller's expense (i) require prompt correction or replacement of Goods, or (ii) return Goods for credit or refund. Return to Seller of defective or non-conforming Goods and redelivery to Buyer of corrected or replaced Goods shall be at Seller's expense and risk of loss. Supplier will comply with Sidus's direction under this provision. If it is later determined that Supplier did not breach the warranty, the Parties will equitably adjust the price.

### 14. Quality Control:

Seller shall establish and maintain a quality control system acceptable to Buyer for Goods. Seller shall permit Buyer to review procedures, practices, processes and related documents to determine such acceptability.

- a. **Heat Lot Management** - For all raw materials provided by Seller, proper heat lot management must be maintained. b. Seller shall provide detailed heat lot information, including origin, manufacturing date, Certified Test Report and Chemical Report, and any relevant specifications, to ensure traceability.
- b. **Safety Data Sheet (SDS)** - Seller shall provide Buyer with the current Safety Data Sheet (SDS) for all hazardous materials supplied, as required by applicable laws and regulations. b. Seller must ensure that all hazardous materials are properly labeled in accordance with applicable laws and regulations.
- c. **Condition of New Materials** - For new materials (not refurbished), Seller guarantees that all materials supplied are new, unused, and free from defects. b. Seller shall notify Buyer immediately of any deviation from the condition of new materials.

### 15. Termination/Cancellation:

- a. **Termination for Convenience** – Buyer may terminate all or part of this Contract for its sole convenience. Subject to the terms of this Contract, within thirty (30) days after the effective date of termination, Seller may submit to Buyer a claim reflecting the percentage of the work performed prior to the effective date of termination, plus reasonable charges that Seller can demonstrate to the satisfaction of Buyer. Seller shall not be paid for any work performed or costs incurred which reasonably could have been avoided. Further, Seller shall not be paid, and in no event shall Buyer be obligated to pay, lost or anticipated profits or unabsorbed indirect costs or overhead. In no event shall Buyer be obligated to pay Seller any amount in excess of the Contract price.
- b. **Termination for Cause** - Sidus, without liability, may by written notice of default, terminate the whole or any part of this Purchase Order if Supplier: (i) fails to perform within the time Specified or in any written extension granted by Sidus; (ii) fails to make progress which, in Sidus's reasonable judgment, endangers performance of this

Purchase Order in accordance with its terms; or (iii) fails to comply with any of the terms of this Purchase Order. Such termination will become effective if Supplier does not cure such failure within 10 days of receiving notice of default. Upon termination, Sidus may procure at Supplier's expense and upon terms it deems appropriate, goods or services similar to those so terminated. Supplier will continue performance of this Purchase Order to the extent not terminated and will be liable to Sidus for any excess costs for such similar goods or services. Sidus's rights and remedies in this clause are in addition to any other rights and remedies provided by law, equity, or under this Purchase Order. In the event Sidus wrongfully terminates this Purchase Order under this paragraph, in whole or in part, such termination becomes a termination for convenience.

- c. **Effect of Termination.** Upon termination, cancellation or modification of this Purchase Order pursuant to Section 15(A) or Section 15(B), in accordance with Sidus's written direction, Supplier shall immediately: (i) cease work; (ii) prepare and submit to Sidus Origin an itemization of all completed and partially completed Goods; (iii) deliver to Sidus 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 Purchase Order to the extent not terminated.

**16. Defense and Indemnification:**

- a. Seller shall indemnify, defend and hold Sidus and Sidus customers harmless from and against any and all damages, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of or relating to any claims, causes of action, lawsuits or other proceedings, regardless of legal theory, that result, in whole or in part, from Seller's (or any of Seller's subcontractors, suppliers, employees, agents or representatives): (i) intentional misconduct, negligence, or fraud, (ii) breach of any representation, warranty or covenant made herein, or (iii) products or services including, without limitation, any claims that such products or services infringe any United States patent, copyright, trademark, trade secret or any other proprietary right of any third party
- b. Buyer shall promptly notify Seller of any claim against Buyer that is covered by this indemnification provision and shall authorize representatives of Seller to settle or defend any such claim or suit and to represent Buyer in, or to take charge of, any litigation in connection therewith.

**17. Confidential Information:** Each party agrees that it will keep confidential and not disclose, disseminate or publish the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data, computer programs and software or other technical or proprietary information furnished, loaned or bailed in performance of this Purchase Order (hereinafter collectively referred to as "Items/Information"), and use such Items/Information only in the performance of this Purchase Order without the disclosing party's prior written consent. Notwithstanding any other provision herein, Buyer and Seller shall each retain ownership of, and all right, title and interest in and to, their respective pre-existing Intellectual Property.

**18. Intellectual Property:** Any Intellectual Property owned by a party prior to the issuance of a Purchase Order will remain owned by that party. To the extent that Sidus is paying Supplier to develop new Intellectual Property as part of a Purchase Order, Sidus will own all right, title, and interest in that Intellectual Property.



**19. Insurance:** Supplier will obtain and maintain for the greater duration of: (i) this Purchase Order; (ii) the warranties contained herein; or (iii) for the full period of repose under applicable law at its sole expense the following types of insurance policies with the minimum limits identified as follows:

- a. Commercial general liability insurance, including contractual liability, cross liability, products and completed operations, and personal and advertising injury, with limits not less than \$2,000,000 per occurrence combined single limit insuring against claims for bodily injury and property damage Supplier assumes under this Purchase Order;
- b. Business auto liability insurance with limits not less than \$1,000,000 per accident covering owned, hired, or non-owned vehicles;
- c. Workers' compensation insurance with statutory limits as required by law under the jurisdiction where the work under this Purchase Order is performed; and
- d. Employers' liability insurance with limits not less than \$1,000,000 covering injury, illness, or death.
- e. Professional Liability: If seller is performing any professional services, coverage for damages (including financial loss) caused by any acts, errors and omissions arising out Seller's performance of professional services with limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate.

Such insurance will be primary to any insurance that may be carried by Sidus, ensure that Supplier's insurers waive their rights of subrogation in favor of Sidus, and name Sidus, its affiliates, officers, directors, employees, and contractors of any tier (other than Supplier) as additional insureds. Insurance required herein will not be cancelled or materially altered without prior notification to Sidus, as per each policy's notification provisions. Upon acceptance of this Purchase Order, Supplier will provide Sidus with certificate(s) of insurance, identifying additional insureds as Specified above, and other supporting documentation as Sidus reasonably may request to evidence Supplier's continuing compliance with the preceding sentence. Sidus's acceptance of any of Supplier's insurance will not relieve Supplier of any obligations in this Purchase Order including, but not limited to, its defense and indemnity, even for claims over Supplier's policy limits.

**20. FORCE MAJEURE:** Neither party shall be liable to the other for failure to perform when and as specified in these terms and conditions or in any Purchase Order if such failure to perform is caused by war, fire (outside of the reasonable control of the party claiming the force majeure), flood, strike, labor dispute, accident (outside of the reasonable control of the party claiming the force majeure), riot, act of God, act of governmental authority, or other contingencies beyond the control of the non-performing party interfering with said party's ability to perform its obligations hereunder.

**21. Assignment:** Supplier shall not assign, in whole or in part, to any person, firm, corporation or governmental agency, its rights, interests or obligations under any Purchase Order placed pursuant to these terms and conditions without Sidus's prior written consent.

**22. Governing Laws; Venue:**

- a. This Purchase Order and its performance by the Parties shall be governed by and construed in accordance with the laws of the State of Florida, without regard to



provisions on the conflicts of laws. The Parties agree that all actions or proceedings arising in connection with this Purchase Order shall be litigated exclusively in the State and Federal courts located in the State of Florida. The Parties hereby irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or related to this Agreement. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.

- b. Seller shall comply will all applicable U.S. export laws and regulations, including International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR). The subject technology of this Purchase Order (including data, services, software, and hardware provided hereunder, defined as “Controlled Technology”) may be controlled under these laws and regulations and may not be exported or re-exported without prior authorization in accordance with ITAR and EAR. Access to Controlled Technology by Foreign Persons as defined by 22 CRF 120.16 may require an export authorization. Seller shall have full responsibility for obtaining any export licenses or authorization required to fulfill its obligations under this Purchase Order.
- c. Seller and its suppliers shall comply with FAR 52.222-50, Combating Trafficking in Persons, and ensure it informs its employees and suppliers of their responsibility to report human trafficking violations at any tier of the supply chain using any appropriate disclosure channel, including but not limited to: the Governments Global Human Trafficking Hotline (844) 888 FREE and its email address at [help@befree.org](mailto:help@befree.org). Buyer does not tolerate retaliation of any kind against individuals who, in good faith, raise questions or report concerns, and Seller shall notify its employees of their whistleblower rights under 10 U.S.C. 2409 and DFARS Section 203.9. Seller shall flow down this Article to all suppliers at any tier. Seller’s failure to comply with this Article shall be deemed a material breach of the Purchase Order.

**23. Order of Precedence:** Any inconsistencies in this Purchase Order will be resolved in accordance with the following descending order of precedence: (i) any applicable government or customer flowdown; (ii) face of the Purchase Order including the schedules of the Purchase Order or continuation sheets; (iii) these Sidus Purchase Order Terms and Conditions; (iv) any statement(s) of work applicable to the Purchase Order; (v) the version of the Sidus Quality Requirements as of the date of this Purchase Order; (vi) specifications that are applicable to the Purchase Order; (vii) drawings that are applicable to the Purchase Order; and (viii) any other exhibits to the Purchase Order. 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.

**24. No Waiver:** The failure of Buyer to insist upon strict performance of any of the terms and conditions in the Purchase Order, or to exercise any rights or remedies, shall not be construed as a waiver of its rights to assert any of the same or to rely on any such terms or conditions at any time thereafter. The invalidity in whole or in part of any term or condition of this subcontract shall not affect the validity of other parts hereof.

**25. Disputes:** All disputes under this Purchase Order that are not disposed of by mutual agreement may be decided by an action in a court of law or equity.