



PURCHASE ORDER

RG3
Monrovia
Liberia

1. Purchase order#
PUR-MON-20-0095

2. Order date
Dec 30, 2020

3. Completion/delivery date
NA

4. Estimated period of performance / term of purchase order

Dec 31, 2020 to Feb 26, 2021

5. Vendor

HAK Technology
Corner of Benson & Mechlin Streets
Monrovia 10
Liberia
Tel: 0886120665/077120665
Email: info@haktechnology.com
DUNS #: 559910156

6. Place of delivery / acceptance

RG3 Monrovia
18th Street / Warner Avenue, 4th Floor
Sinkor (Beachside)
Monrovia
Liberia
Tel: 0775905593

7. Order table

#	Qty	Description/Activity Title	Unit	Unit Price	Totals
1	1	Deliverable 1: Have a day post-award meeting to mobilize information that should produce a) implementation plan with schedules b) submission of CV of technical staff assigned to the development of the Elearning Platform c) summary reports covering findings and recommendations from the post-award meeting (first payment will be done based on submission and acceptance of these deliverables outlined	Each	\$ 11,000.00	\$ 11,000.00

as

2	1	Deliverable 2: a)Provide of name of Elearning software that demonstrate self-service b)provide screenshots of the platform installed covering all stages of the platform c)Provide capacity building to LRA & MFDP IT and core HR staff as detailed in the description d) submit detail report covering training sessions, attendances and key learning areas covered, e) Provide links of youtube channels that are accessible to learners Second payment will be done upon submission and acceptance of these deliverable	Each	16,500.00	16,500.00
3	1	Deliverable 3: Develop web components to support the back end and the front end of the system. • a) train LRA and MFDP personnel to design, edit and produce final programs. • Develop the scripts, PowerPoint slides and other visual materials. • Produce the final products (editing, narration, creation of some graphics etc.) Provide screenshots of reports on the backend showing operational modules b) provide training and attendance reports on maintenance, basic troubleshooting for the platform. Third payment will be done upon submission and acceptance of report covering activities above	Each	13,750.00	13,750.00
4	1	Deliverable 4: Do a Demonstrating of the platform to MFDP,LRA & RG3 of the entire platform including but not limited to enrolment, learning tracking, printing of certificates, troubleshooting, synchronization ability with local servers and cloud servers b) Provide manual/ user guides Final payment will be done upon submission and acceptance final report covering activities outline above	Each	13,750.00	13,750.00

8. Total price
\$ 55,000.00

9. Ship via
N/A

10. Prime Award
Contract

11. Task / charge code #
1002837 / 101

DAI Prime Contract/TO/Cooperative Agreement #
AID-669-TO-16-00005

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12. DAI Project Director/Chief of Party

Alexander Kitain

13. DAI technical direction

Tanna Price

14. DAI Procurement Officer

Nyan Flomo

15. DAI Contracts Manager

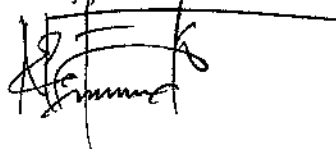
Christi Carlton

16. The Vendor agrees to deliver/perform all supplies/services set forth above and on any continuation sheet(s) attached for the price specified in accordance with the terms and conditions set forth herein.

17. The Vendor confirms that it is not providing any goods and/or services that utilize telecommunications and video surveillance products from the following companies: Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, or any subsidiary or affiliate thereof, in compliance with FAR 52.204-25. See Article 19 of the attached Terms and Conditions.

The Contractor: DAI Global, LLC*Signature of authorized individual**Katya Gurbutt*

Printed name: Katya Gurbutt
Title: Associate Director, R. C.
Date: January 7, 2021

The Vendor: HAK Technology*Signature of authorized individual*

Printed name: *Edmund Nah, KLOH*
Title: *General Manager*
Date: *1-Jan-2021*

Scope of Work/Specifications

RG3

Post Award deliverables

No.	Description	Specific Outcomes	Percentage paid after both delivery and acceptance
1	a) Post-award meeting with USIAD/RG3, and representatives from MFDP and LRA Monrovia immediately following signing of the contract b) Detailed work plan listing the activities, approach, timeline and location of work to be completed. This is due five days after signing of contract.	Have a day post-award meeting to mobilize information that should produce a) implementation plan with schedules b) submission of CV of technical staff assigned to the development of the Elearning Platform c) summary reports covering findings and recommendations from the post-award meeting (first payment will be done based on submission and acceptance of these deliverables outlined	20%

2	<ul style="list-style-type: none"> • Selection of a self-service e-learning platform; • Installation of the platform; and Assistance to LRA and MFDP personnel to produce final and customized e-learning programs. • Assist and train LRA and MFDP information technology (IT) staff to install the new platform. • Train personnel to manage the system: <ul style="list-style-type: none"> o Uploading new programs, o Generating reports, o Managing system capacity, o Customizing new reports, tests etc., o Train personnel on system maintenance. o Creation and control of passwords. • Assist in the creation of a YouTube channel to store any videos. 	a) Provide of name of Elearning software that demonstrate self-service b) provide screenshots of the platform installed covering all stages of the platform c) Provide capacity building to LRA & MFDP IT and core HR staff as detailed in the description d) submit detail report covering training sessions, attendances and key learning areas covered, e) Provide links of youtube channels that are accessible to learners Second payment will be done upon submission and acceptance of these deliverable	30%
3	<ul style="list-style-type: none"> • Develop web components to support the back end and the front end of the system. • Work together with all the units of LRA and MFDP regarding maintenance, upgrades, problems, solutions for all the infrastructure of the platform and system. 	a) Provide screenshots of reports on the backend showing operational modules b) provide training and attendance reports on maintenance, basic troubleshooting for the platform. Third payment will be done upon submission and acceptance of report covering activities above	25%
4	<ul style="list-style-type: none"> • Develop web components to support the back end and the front end of the system. • Manage the identities of the internal and external users and all their requirements. • Implement the safety and security of information measures defined for LRA and 	Do a Demonstrating of the platform to MFDP, LRA & RG3 of the entire platform including but not limited to enrolment, learning tracking, printing of certificates, troubleshooting, synchronization ability with local servers and cloud servers b) Provide manual/ user guides	25%

the MFDP and LRA about the functional, technological, and procedural efficiency that apply to the system.

- Propose and develop improvements of the work process.
- a) Create final e-learning modules (allowing evaluation with instant results), and b) train LRA and MFDP personnel to design, edit and produce final programs.

- Develop the scripts, PowerPoint slides and other visual materials.

- Produce the final products (editing, narration, creation of some graphics etc.)

- Develop manual and convert technical manuals for interactive use.

Provide training to MFDP and LRA Human Resources personnel in:

- Training design skills (if they do not have them),
 - o Script writing,
 - o Visual design (PowerPoint, screen shots, video, Adobe Creative Cloud, digital imagery and hosting live lectures and tutorship etc.).
- The use of the software mentioned above to edit and narrate final products.
- Developing tests to be used on the system.
- Guidelines for technical monitors to support training (the is a Human Resource issue, but each function must assign and

Final payment will be done upon submission and acceptance final report covering activities outline above

	train employees to monitors the training and answer any questions		
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DAI
PURCHASE ORDER TERMS AND CONDITIONS
(For Goods or Non-Construction Services)

This purchase order ("order") is an offer made by DAI Global, LLC. Or its subsidiaries and affiliates (collectively, "DAI") to purchase goods or services on these terms and conditions, as may be modified by varying terms printed on the face of this order (collectively, "terms"). By acceptance of this order and/or performance hereunder, vendor agrees to comply fully with these terms and any attachments to this order. Any attachments referred to in this order are hereby incorporated herein by reference. Acceptance of this order is expressly limited to these terms, and vendor's terms and conditions in acknowledging or accepting this order shall not apply. Acceptance by DAI of the goods and/or services under this order is not acceptance of vendor's terms and conditions. No employee, representative, or agent of DAI has any authority to bind DAI concerning this order unless specifically stated herein or in a written amendment signed by an authorized representative of DAI's procurement department. When specified by DAI, vendor shall comply with the geographic code requirements as set forth by the client. Vendor will ensure that it does not engage in any procurement activity from the following countries: Cuba, Iran, Syria, Sudan and North Korea.

1. Definitions

"Agreement" means the Purchase Order, these terms, and any other mutually executed agreement between vendor and DAI under which this Purchase Order is issued.

"Client" means the US Government or another client of DAI.

"DAI" means DAI Global, LLC., with its principal place of business at 7600 Wisconsin Avenue, Ste 200, Bethesda, MD 20814 or its subsidiaries and affiliates.

"Goods" means goods specified by DAI in the Agreement.

"Order" means the purchase order issued by an authorized DAI representative.

"Services" means services specified by DAI in the Agreement.

"Taxes" means any and all applicable taxes, charges, fees, levies or other assessments applicable to the performance of services or the supply of goods hereunder.

"Terms" means the terms and conditions specified in the Agreement.

"Vendor" means a party receiving a purchase order from DAI which references the Terms.

2. Acceptance - Final inspection and acceptance of goods and services shall be at the DAI receiving point indicated in this Order. Nonconforming goods shall be returned to Vendor, freight collect, and Vendor shall be debited for the transportation costs to DAI plus handling expenses. Such rejected goods shall be deemed to be property of Vendor.

3. Price And Delivery - Vendor shall furnish the goods or services in accordance with the price and delivery terms stated herein. TIME AND RATE OF DELIVERY ARE OF THE ESSENCE. Payments are due forty five (45) days after DAI's receipt of a complete and correct invoice. Vendor certifies that each invoice issued by it shall be based solely on Services actually performed by Vendor and Goods actually supplied by Vendor pursuant to a PO, and that no part or portion of any invoice represents or is attributable to any payment, gift, gratuity or other thing of value given to any person, organization, entity or governmental body (except for those payments required by law). Unless otherwise stated, the price terms contained herein include all costs or charges of any kind that will be paid by DAI, and DAI shall not be liable for any other costs or charges, all of which shall be borne by Vendor, including, without limitation, unspecified charges for inspection, packaging and shipping; all federal, state and municipal sales, use and other taxes and duties. Whenever any actual or potential event occurs, including labor disputes, that delays or threatens to delay the timely performance of this Order, Vendor shall give immediate notice thereof to DAI.

4. Packaging And Shipping - Vendor shall be responsible for packaging, marking and shipping the goods in accordance with the terms hereof, good commercial practices and all applicable laws. Each package shall be marked with handling instructions, shipping information, Order number and part or item number. An itemized packing list shall accompany each shipment. DAI reserves the right to reject any shipment not meeting these requirements.

5. F.O.B., Risk Of Loss - F.O.B. point shall be DAI's location unless otherwise stated in writing by DAI. Goods purchased f.o.b. Vendor's plant or shipping point shall not be considered delivered until they have been accepted at the DAI receiving point indicated herein; however, DAI assumes responsibility at the f.o.b. point for carrier routing, transportation charges, and risk of loss or damage to goods in transit, if properly prepared and packed. Vendor shall bear all risk of loss with respect to any goods rejected by DAI.

6. Warranty - Vendor warrants all goods and services delivered or provided hereunder to be non-infringing, free from defect in title, material and workmanship, and fit for the purpose intended for a period of twelve (12) months from delivery to DAI and to meet or exceed the specifications, drawings, or sample specified or furnished and any supplementary documentation referenced herein. Vendor further warrants that all goods and services delivered or provided hereunder comply with requirements of all applicable laws and regulations. This warranty shall survive any inspection, delivery, or acceptance of the goods and services or payment therefore by DAI.

7. Remedies/Waiver - If Vendor fails to timely perform its obligations under this Order, DAI reserves the right to terminate this Order for default and purchase the goods or services elsewhere. If any goods or services covered by this Order are defective or non-conforming or fail to meet applicable warranties ("Defective Material"), DAI may, by written notice to the Vendor: (a) terminate this Order for default; (b) accept the Defective Material at an equitable reduction in price; or (c) reject the Defective Material and (i) require the delivery of suitable replacements or re-performance of services or (ii) repair such material, perform such services or purchase the Defective Material elsewhere. DAI may hold Vendor accountable for any additional cost or damages incurred by DAI. All Defective Materials replaced or re-performed by Vendor are subject to these Terms to same extent as items initially furnished or originally ordered. This warranty provision shall survive any inspection, delivery, acceptance, payment, expiration or earlier termination of this Order and such warranties shall run to DAI, its successors, assigns, employees, students, and users of the goods or services. Rights and remedies of DAI hereunder are cumulative and in addition to those which DAI has under law and equity. Any waiver by DAI of any particular breach or default hereunder by Vendor shall not constitute a continuing waiver or a waiver of any other breach or default. Approval by DAI of Vendor's proposed design, test plans, and/or procedures and manufacturing process, methods, tooling, or facilities shall not relieve Vendor from meeting all requirements of this Order.

8. Changes - At any time by written notice to Vendor, DAI may change the Order, including the specifications, design, delivery, testing methods, packing, destination or any instructions. If any such required changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Vendor will give written notice to DAI of any proposed equitable adjustment within ten (10) days of receiving notice from DAI of such changes. Vendor and DAI will negotiate in good faith any proposed adjustments and upon agreement, DAI will incorporate issue an amended Order incorporating the changes. Any change to be valid and binding upon DAI must be in writing and signed by an authorized representative of DAI's Procurement Department.

9. Claims - For purchase orders associated with a prime contract between DAI and the US Government, Vendor shall not acquire any direct claim or direct course of action against the US Government.

10. Termination - DAI shall have the right to terminate this Order in whole or in part by providing 14 days prior written notice to Vendor. DAI shall be liable for (a) the price of any items on this Order previously accepted by DAI, and (b) reasonable costs incurred by Vendor for labor and materials for work in process and finished conforming material plus a reasonable profit not to exceed 10% on such items. Such cost plus profit will not exceed the cost of the goods ordered. DAI may elect to take possession of work in process and finished conforming material.

11. Bankruptcy - If any bankruptcy, reorganization or insolvency proceedings, voluntary or involuntary, are instituted by or against Vendor, or in the event of the appointment of an assignee for the benefit of creditors or of a receiver, then DAI may cancel this Order and hold Vendor accountable for any costs or damages incurred by DAI.

12. Assignment - DAI and Vendor each binds itself and its successors and assigns to all warranties, covenants, agreements, and obligations contained in this Order. Vendor may not assign or delegate all or any part any of its rights (except to a lending institution in the normal course of business) or obligations hereunder without the prior written consent of DAI, and no such assignment or delegation shall relieve Vendor of any such obligations. Any such assignment or delegation shall be voidable at DAI's election.

13. DAI Property - All materials, tools, drawings, specifications and other items furnished or paid for by DAI shall be identified as DAI property, removable by DAI at any time at no cost, used only in filling DAI Orders, inventoried by Vendor, kept separate from other such materials, treated as DAI confidential information, and disposed of by Vendor when and as DAI shall direct. Vendor shall be responsible for loss or damage to any such DAI property excepting normal wear and tear. Vendor shall be responsible and accountable for all DAI or Client provided property and, where applicable, Vendor shall comply with the requirements of 48 C.F.R. 45.5 with respect to such property. Vendor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, DAI or Client property upon its delivery to Vendor employees. In the event of loss, damage or destruction of DAI or Client

property by Vendor, DAI may initiate an equitable adjustment to the Prices in favor of DAI. DAI may direct changes to the Agreement in writing, and Vendor shall comply immediately with such direction. If DAI directed changes increase or decrease the cost or time required Vendor's deliverables under the Agreement, the parties shall negotiate an equitable adjustment in the price or schedule, or both, to reflect the increase or decrease.

14. Information Disclosed – Information disclosed to Vendor by DAI contains DAI's confidential information, which Vendor shall not disclose to any third party (except as required by law) without DAI's prior written consent. Unless expressly agreed to in writing by DAI, no information or knowledge disclosed to DAI in the performance of or in connection with this Order shall be deemed to be confidential or proprietary and any such information or knowledge shall be free from restrictions as part of the consideration for this Order. Notwithstanding the foregoing, nothing shall restrict or limit the Client's rights with regard to data, tooling, or designs it owns or has a right to use, including the right to authorize the Vendor's use of such data, tooling, or designs in direct contracts between the Vendor and the Client.

15. Publicity - Vendor shall not issue any public announcement regarding this Order or use the DAI name or trademarks without prior written consent of DAI.

16. Indemnification – Vendor, at its sole expense, agrees to defend, indemnify and hold harmless DAI from and/or against any and all claims, damages, costs, liability, and expenses, including reasonable attorneys' fees, that (i) arise out of any breach of representation, agreement, or warranty made by Vendor; (ii) the performance of any service or the delivery, installation, use or service of any item listed on this Order; (iii) are caused in whole or in part by any act or omission of Vendor, Vendor's subcontractor, or anyone for whose acts Vendor may be liable; or (iv) are attributable to bodily injury, sickness, or death; injury to or destruction of property including the loss of use resulting therefrom; interference with the business or operations of any third party; or violation of any governmental law or regulation. This paragraph shall survive the termination of this Order and shall continue in effect until any hearing, litigation, or claims have been finally concluded and settled.

17. Insurance - As a minimum, Vendor shall, at its sole cost and expense, provide and maintain the following insurance coverage and insurance coverage limits: (1) Worker's Compensation: Vendor shall provide and maintain worker's compensation insurance as required by the laws of the applicable jurisdiction, as well as employer's liability coverage with minimum limits of \$1,000,000 (or an equivalent value in the local currency), covering all of Vendor's employees who are engaged in any work under the Agreement; and if any work is subcontracted, Vendor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the Agreement, (2) Commercial General Liability: Vendor shall maintain general liability coverage on a comprehensive broad form on an occurrence basis in the minimum amount of \$1,000,000 (or an equivalent value in the local currency) combined single limit (where the defense is in excess of the limit of liability); (3) Automobile: Vendor shall maintain automobile liability insurance to include liability coverage, covering all owned, hired and non-owned vehicles used in connection with the Agreement, and the minimum combined single limit shall be \$1,000,000 (or an equivalent value in the local currency) bodily injury and property damage, including: (a) \$500,000 (or an equivalent value in the local currency) uninsured/underinsured motorist; and (b) \$5,000 (or an equivalent value in the local currency) medical payment. Providing and maintaining adequate insurance coverage is a material obligation of the Vendor under the Agreement. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage in accordance with the governing jurisdiction(s). Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with applicable laws or the Agreement. The limits of coverage under each insurance policy maintained by Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Agreement.

18. Intellectual Property - Vendor grants DAI all rights and licenses necessary for DAI to use the Goods or Services. The parties acknowledge and agree that all Services shall be deemed to be "works for hire", with all intellectual property rights therein vesting in DAI, unless otherwise mutually agreed. Vendor agrees to irrevocably transfer and assign all such rights to DAI, and comply with all reasonable requests by DAI to affect such transfer and assignments. Vendor represents and warrants that the materials delivered hereunder and their use by DAI will not infringe upon or misappropriate any patent, copyright, trademark, trade secret or other property right of Vendor or any third party or require any payment by DAI in respect of such rights to Vendor or any third party. Vendor agrees to indemnify and hold harmless DAI for any breach of the foregoing representation and warranty in accordance with the paragraph entitled "Indemnification."

19. Compliance - Vendor shall comply with all laws and regulations of Federal, State, or local governments, as well as all U.S. statutes, regulations, and administrative requirements regarding relationships with non-U.S. governmental and quasi-governmental entities including but not limited to the export control regulations of the Department of State and the International Traffic in Arms Regulations ("ITAR"), the Department of Commerce and the Export Administration Act ("EAA"), the anti-boycott and embargo regulations and guidelines issued under the EAA, and the regulations of the U.S. Department of the Treasury, Office of Foreign Assets Control. Vendor shall give all notices and obtain all permits and licenses required under such laws. The anti-bribery provisions of the Foreign Corrupt Practices Act of 1977 ("FCPA"), 15 U.S.C. 78dd-2", et seq., make it unlawful for U.S. concerns, as well as their officers, directors, employees, and agents, to corruptly offer or make a corrupt payment of money or anything of value to a foreign official for the purpose of obtaining or retaining business. Vendor acknowledges and understands that Vendor must comply fully with the anti-bribery provisions of the FCPA. Specifically, Vendor understands and agrees that it shall be unlawful for Vendor to pay, promise to pay (or authorize to pay or offer) money or anything of value to a foreign official in order to assist DAI in obtaining or retaining business for or with, or directing business to, DAI. A "foreign official" means any officer or employee of a foreign government, a public international organization, or any department or agency thereof, or any person acting in an official capacity. Vendor understands all applicable laws relating to kickbacks. Vendor agrees to periodically verify its compliance with such laws and to inform DAI immediately of any violations thereof. Vendor shall maintain a Code of Business Ethics and Conduct in accordance with the provisions of FAR 52.203.13. The provisions of 22 C.F.R. Part 140, Prohibition of Assistance to Drug Traffickers apply to Vendor and shall have the same effect as if they were stated in their full text. Vendor shall take affirmative action in compliance with all Federal and State requirements concerning fair employment, employment of the handicapped, employment of veterans, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or physical handicap as described in 48 C.F.R. 52.222-26, Equal Opportunity, 48 C.F.R. 52.222-35, Affirmative Action for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, and 48 C.F.R. 52.222-36, Affirmative Action for Workers with Disabilities. The provisions of 48 C.F.R. 52.222-50, Combating Trafficking in Persons, apply to Vendor and have the same effect as if they were stated in their full text. Vendor is reminded that U.S. Executive Orders and U.S. law prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Vendor to ensure compliance with these Executive Orders and laws. In addition, the following FAR provisions shall apply as required by the terms of the prime contract or by operation of law or regulation, and shall be incorporated with the same force and effect as if they were given in full text: 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Purchase Orders exceeding \$150,000), 52.204-21, Basic Safeguarding of Covered Contractor Information Systems, other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204-21 (US Vendors only), 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Section 1634 of Pub. L. 115-91, 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements, 52.219-8, Utilization of Small Business Concerns (15 U.S.C.637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities (US Vendors only), 52.204-25 Prohibition on Contracting With Entities Using Certain Telecommunications and Video Surveillance Services or Equipment, specifically prohibits any equipment, system, or service that uses covered telecommunications equipment or services from the following companies: Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, or any subsidiary or affiliate thereof, 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Purchase Orders exceeding \$35,000), 52.222-17 Nondisplacement of Qualified Workers, 52.222-21 Prohibition of Segregated Facilities (US Vendors only), 52.222-37 Employment Reports on Veterans (US Vendors only), 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (US Vendors only), 52.222-41 Service Contract Labor Standards (US Vendors only), , 52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (US Vendors only), 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements, 52.222-54 Employment Eligibility Verification (US Vendors only), 52.222-55 Minimum Wages Under Executive Order 13658 (US Vendors only), 52.222-60 Paycheck Transparency (Executive Order 13673) (US Vendors only), 52.222-62 Paid Sick Leave Under Executive Order 13706 (US Vendors only), 52.224-3 Privacy Training (US Vendors only), 52.225-26 Contractors Performing Private Security Functions Outside the United States, 52.226-6 Promoting Excess Food Donation to Nonprofit Organizations (US Vendors only), 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (US Vendors only), 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (US Vendors only).

The full text of the FAR clauses referenced herein may be found at <https://www.acquisition.gov> (<https://www.acquisition.gov>). In all clauses listed herein, terms shall be revised to suitably identify the parties to establish Vendor's obligations to DAI and to the Client, and to enable DAI to meet its obligations under the prime contract or higher-tier subcontract. If any of the FAR clauses listed herein do not apply to this Order, such clauses shall be considered self-deleting. The effective versions of the FAR clauses referenced herein are based on the dates the clauses were in effect at the time of this agreement or the versions of the clauses that were included in the prime contract that this purchase order supports, as applicable and as modified from time to time in the contract/order while active. Vendor agrees to flow down all applicable FAR and supplementary clauses to any lower-tier subcontractors or vendors working pursuant to this Order.

20. Exports - Vendor agrees to comply with all U.S. export control laws and regulations, specifically including but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations, 15 C.F.R. 730-774; including the requirement for obtaining any export license or agreement, if applicable. Vendor agrees to notify DAI if any deliverable under the Agreement is restricted by export control laws or regulations. Vendor shall immediately notify DAI if Vendor is or becomes listed in any Denied Parties List or if Vendor's export privileges are otherwise denied, suspended, or revoked in whole or in part by any U.S. Government entity or agency. Vendor shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorney's fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of Vendor, its officers, employees, agents, or subcontractors at any tier, in the performance of any of its obligations under this section. Vendor shall include the Terms of this section in all subcontracts issued when technical data is provided to such subcontractors.

21. DAI Requirements - Vendor will ensure that its employees, agents, or designees, when in or upon DAI's premises, shall obey all ethics and business conduct, workplace health, safety and security rules and regulations established by DAI, regarding the conduct of its own employees and any additional rules and regulations established by DAI for non-employees, including without limitation, security rules, and regulations.

22. Governing Law - This Order and the acceptance thereof shall constitute a valid, binding, and enforceable contract governed by the laws of the State of Maryland, without regard to its principles of conflicts of law. Notwithstanding the foregoing, any dispute arising out of the performance of the Order or the Agreement, and to which the Client is a party, shall be governed exclusively by United States Federal Law.

23. General - If any clause of this Order is held as a matter of law to be unenforceable or unconscionable, the remainder of this Order shall be enforceable without such clause. This Order supersedes and replaces any previous documents, correspondence, conversations, or other oral or written understandings between DAI and Vendor related to the subject hereof. This Order cannot be amended, changed, or modified in any respect unless each such, amendment, change, or modification shall have been agreed upon in writing, signed and delivered by each party hereto.

24. Exclusion Of Damages - DAI shall not be liable for any consequential, punitive, exemplary, special or other indirect damages, in contract, tort or otherwise in any action arising out of this Order. DAI will not be liable for any amount in excess of the amounts paid or payable to Vendor hereunder.

25. Employee Whistleblower Protections - This clause does NOT apply if (i) the Prime Award as identified on the first page of this Order is "Contract" AND (ii) the Order's total value is less than USD 150,000.

This clause requires the vendor to (1) Inform its employees working under this award in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712; and (2) Include such requirement in any subaward or subcontract made under this award. 41 U.S.C. § 4712 states that an employee of a vendor may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment. Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following (1) Gross mismanagement of a Federal contract or grant; (2) A gross waste of Federal funds; (3) An abuse of authority relating to a Federal contract or grant; (4) A substantial and specific danger to public health or safety; or (5) A violation of law, rule, or regulation related to a Federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee's disclosure must be made to (1) A Member of the U.S. Congress, or a representative of a U.S. Congressional Committee; (2) A cognizant U.S. Inspector General; (3) The U.S. Government Accountability Office; (4)

A Federal employee responsible for contract or grant oversight or management at the relevant agency; (5) A U.S. court or grand jury; or, (6) A management official or other employee of the vendor who has the responsibility to investigate, discover, or address misconduct.

26. Pay Transparency Nondiscrimination Provision- This provision applies to Vendors that (1) hold a single federal contract, subcontract, or federal assisted construction contract in excess of \$10,000; (2) has federal contracts or subcontracts that have a combined total in excess of \$10,000 in any 12-month period; or (3) hold government bills of lading, serves as a depository of federal funds, or is an issuing and paying agency for U.S. savings bonds and notes in any amount.

The vendor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to such compensation information, unless such disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.