

ULTRA MARITIME

GENERAL TERMS AND CONDITIONS OF PURCHASE ORDER TC-001 (09/23/2024)

1. Acceptance of Purchase Order

Agreement by SELLER to furnish the materials, and products (“goods”) or services, including the products resulting from services hereby ordered, or its commencement of such performance, or acceptance of any payment, shall constitute SELLER’s unqualified acceptance of this Purchase Order subject to these terms and conditions. In the event that this Purchase Order does not state price or delivery, Ultra Maritime will not be bound to any prices or delivery to which it has not specifically agreed in writing. Any terms or conditions proposed by SELLER inconsistent with or in addition to the terms and conditions herein contained shall be void and of no effect unless specifically agreed to by Ultra Maritime in writing. Modifications hereof or additions hereto, to be effective, must be made in writing and be signed by Ultra Maritime’s purchasing representative. These terms and conditions, together with any referenced exhibits, attachments or other documents, constitute the entire agreement between the Parties with respect to the subject matter of this Purchase Order; and supersede any prior or contemporaneous written or oral agreements pertaining thereto.

2. Applicable Laws

- (a) SELLER shall comply with all applicable laws, orders, rules, regulations, and ordinances. SELLER shall procure all registrations, licenses, permits, and pay all fees, and other required charges, necessary to conduct its business, all at SELLER’s expense. SELLER warrants that the goods to be furnished and the services to be rendered under this Purchase Order shall be manufactured, sold, used and rendered in compliance with all relevant United States federal, state, local law, orders, rules, ordinances, and regulations, including but not limited to the Foreign Corrupt Practices Act, 15 U.S.C. § 78 et seq. (the “FCPA”), the latest OSHA requirements, and all laws and regulations of SELLER’s place of performance, and in compliance with applicable international prohibitions on child labor.
- (b) SELLER shall be responsible for compliance with all requirements and obligations relating to its employees under all applicable local, state, and federal statutes, ordinances, rules, and obligations including, but not limited to, employer’s obligations under laws relating to: income tax withholding and reporting; civil rights; equal employment opportunity; discrimination on the basis of age, sex, race, color, religion, disability, national origin, or veteran status; overtime; minimum wage; social security contribution and withholding; unemployment insurance; employer’s liability insurance; worker’s compensation; veteran’s rights; and all other employment, labor, or benefits related laws.
- (c) SELLER warrants that in the performance of this Purchase Order, it will comply with all applicable U.S. Department of Transportation regulations on hazardous materials and any other pertinent federal, state, or local statutes, laws, rules, or regulations; and SELLER further agrees to save Ultra Maritime harmless from any loss, damage, fine, penalty, or expense whatsoever that Ultra Maritime may suffer as a result of SELLER’s failure to comply with this warranty. The foregoing is in addition to and not in mitigation of any other requirements of this Purchase Order.
- (d) No gratuities (in the form of entertainment, gifts or otherwise) or kickbacks shall be offered or given by SELLER, or anyone acting on SELLER’s behalf, to any employee of Ultra Maritime with a view securing favorable treatment as a supplier. By accepting this Purchase order, SELLER warrants that it has complied with the Anti-Kickback Act of 1986 (41 U.S.C. Sec. 51-58) and has not offered or given and will not offer or give to any employee, agent, or representative of Ultra Maritime any gratuity or any kickback within the meaning of the Anti-Kickback Act of 1986, which is incorporated by this specific reference. Any breach of this warranty shall be a material breach of each and every Purchase Order between Ultra Maritime and SELLER.
- (e) If: (i) Ultra Maritime’s contract price or fee is reduced; (ii) Ultra Maritime’s costs are determined to be unallowable; (iii) any fines, penalties or interest are assessed on Ultra Maritime; or (iv) Ultra Maritime incurs any other costs or damages as a result of any violation of applicable laws, orders, rules, regulations, or ordinances by SELLER, its directors, officers, employees, agents, suppliers, or subcontractors at any tier, Ultra Maritime may proceed as provided for in section 2(g) below
- (f) Where submission of cost or pricing data is required or requested at any time prior to or during performance of this Purchase Order, if SELLER or its lower-tier subcontractors: (i) submit and/or certify cost or pricing data that are defective; (ii) with notice of applicable cutoff dates and upon Ultra Maritime’s request to provide cost or pricing data, submit cost or pricing data, whether certified or not certified at the time of submission, as a prospective subcontractor, and any such data

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are defective as of the applicable cutoff date on Ultra Maritime's Certificate of Current Cost or Pricing Data; (iii) claim an exception to a requirement to submit cost or pricing data and such exception is invalid; or (iv) furnish data of any description that is inaccurate; or (v) if the U.S. Government alleges any of the foregoing, and, as a result, (1) Ultra Maritime's contract price or fee is reduced; (2) Ultra Maritime's costs are determined to be unallowable; (3) any fines, penalties interest are assessed on Ultra Maritime; or (4) Ultra Maritime incurs any other costs or damages; Ultra Maritime may proceed as provided for in subparagraph 2(g) below.

- (g) Upon the occurrence of any of the circumstances identified in sections 2(e) and 2(f) above, Ultra Maritime may make a reduction of corresponding amounts (in whole or in part) in the price, or in the costs and fee, of this Purchase Order or any other Purchase Order with SELLER, and/or may demand payment (in whole or in part) of the corresponding amounts. SELLER shall promptly pay amounts so demanded.
- (h) SELLER represents that each chemical substance constituting or contained in goods sold or otherwise transferred to Ultra Maritime hereunder is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.) as amended.
- (i) SELLER shall provide to Ultra Maritime with each delivery any Material Safety Data Sheet (29 C.F.R. 1910.1200) applicable to the goods in conformance with and containing such information as required by the Occupational Safety and Health Act of 1970 and regulations promulgated thereunder, or its state approved counterpart.
- (j) SELLER shall comply with the applicable provisions of the Fair Labor Standards Act of 1938 as amended (29 U S C Sec. 201-219) and the Occupational Safety and Health Act of 1970 and all regulations and standards and any amendments issued pursuant thereto. The supplies, equipment and services furnished by SELLER shall comply with the above referenced laws and regulations.
- (k) The Ultra Maritime and SELLER shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment for both qualified protected veterans and qualified individuals with disabilities.

3. Shipping Instructions; Risk of Loss; Title of Goods

- (a) All items must be packaged in accord with the instructions specified by Ultra Maritime and shipped by route and carrier designated by Ultra Maritime. If Ultra Maritime does not specify the manner of packing, route or carrier, SELLER will suitably pack and ship all items in accord with customs and practices prevailing in the industry, following wherever applicable the precedents of previous shipments to Ultra Maritime and, unless otherwise specified, in the most economical mode available. SELLER shall mark on all packages handling and loading instructions, shipping information, order number, item and account number, shipping date and names and addresses of both SELLER and Ultra Maritime. SELLER shall be liable to Ultra Maritime for all damages incurred directly or indirectly by Ultra Maritime or Ultra Maritime's Customer as a result of SELLER's failure to comply with the conditions set forth in this section.
- (b) SELLER shall at all times comply with Ultra Maritime's written shipping instructions. Unless otherwise directed, all items shipped on the same day from and to a single location must be consolidated on one bill of lading or air bill, as appropriate. SELLER shall submit all required shipping papers to Ultra Maritime prior to final payment. Title to goods furnished under this Purchase Order shall pass to Ultra Maritime upon formal acceptance, regardless of when or where Ultra Maritime takes physical possession, unless the Purchase Order specifically provides for earlier passage of title.
- (c) Ultra Maritime will purchase goods in the United States of America by F.O.B. Origin (F.O.B. the place of origin is described in Uniform Commercial Code § 2-319), and SELLER shall bear the expense of transport of, and risk

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of loss or damage to, the goods to the named place unless the Purchase Order states otherwise.

- (d) Ultra Maritime will purchase goods internationally by DDP Columbia City, IN, Victor, NY, Yaphank, NY, or Braintree, MA (DDP: Delivered Duty Paid is described in Incoterms 2010), and SELLER shall bear the expense of transport of, and risk of loss or damage to, the goods to the named place unless the Purchase Order states otherwise.
- (e) Purchase Order number(s) must appear on all correspondence, shipping labels, and shipping documents, including all packing sheets, bills of lading, air bills, and invoices.
- (f) Ultra Maritime expects full shipment of ordered quantity. Any deviations to the quantity (over or under) must have prior written approval from Ultra Maritime.

4. Delivery; Notice of Delay; Obsolescence; Completion

- (a) Time is of the essence and failure to deliver in accordance with the delivery schedule under this Purchase Order, if unexcused, shall be considered a material breach of this Purchase Order. Any times and dates relating to this Purchase Order shall be recognized as referring to the Eastern Time Zone in the United States of America. No acts of Ultra Maritime, including without limitation modifications of this Purchase Order or acceptance of late deliveries, shall constitute waiver of this provision. Ultra Maritime also reserves the right to refuse or return at SELLER's risk and expense shipments made in excess of this Purchase Order or in advance of required schedules, or to defer payment on advance deliveries until scheduled delivery dates.
- (b) SELLER shall notify Ultra Maritime in writing immediately of any actual or potential delay to the performance of this Purchase Order. Such notice shall include a proposed revised schedule but such notice and proposal or Ultra Maritime's receipt or acceptance thereof shall not constitute a waiver to Ultra Maritime's rights and remedies hereunder.
- (c) If delivery of the goods is not made in the quantities and at the time and manner specified, Ultra Maritime shall have the right without liability, and in addition to its other rights and remedies under this Purchase Order and the law, to take any of the following actions: (1) direct expedited delivery of Items for which Seller shall bear all premium transportation charges and risk of loss; (2) direct acceleration of goods for which Seller shall bear all premium labor costs and other acceleration costs; (3) delay payment for a period of time equal to the lateness of such delivery or performance; and/or (4) terminate this Purchase Order by written notice effective when received by Seller as to the goods not yet delivered, and purchase substitute goods elsewhere and charge Seller with any loss incurred.
- (c) During performance of this Purchase Order, SELLER shall notify Ultra Maritime of any planned obsolescence or recall of the good(s) set out in this Purchase Order. Ultra Maritime may desire to place additional orders for goods purchased hereunder. SELLER shall provide Ultra Maritime with a "Last Time Buy Notice" at least twelve (12) months prior to any action to discontinue any item purchased under this Purchase Order.
- (d) This Purchase Order is considered closed when the ERP system reports that all goods or services have been received, all required closeout documentation has been completed, and final payment has been made.

5. Termination for Convenience

- (a) Ultra Maritime may, by written notice, terminate this Purchase Order for convenience and without cause, in whole or in part, at any time, and such termination shall not constitute default. In such event, Ultra Maritime shall have all rights and obligations accruing both at law and in equity, including Ultra Maritime's rights to title and possession of any goods for which payment has been made. In the event of partial termination, SELLER is not excused from performance of the non-terminated balance of work under the Purchase Order.
- (b) In the event of termination for convenience by Ultra Maritime, SELLER shall be reimbursed for actual, reasonable, substantiated, and allocable costs, plus a reasonable profit for work performed to date of termination. Any termination

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settlement proposal shall be submitted to Ultra Maritime promptly, but no later than forty-five (45) days from the effective date of the termination. In no event shall the amount of any settlement be in excess of the Purchase Order value. Ultra Maritime may take immediate possession of all goods, complete or incomplete, and all products resulting from services upon written notice of termination to SELLER.

- (c) If this Order is terminated as a result of the termination for convenience of Ultra Maritime's Government Prime Contract, then the rights, duties, and obligations of the parties shall be determined in accordance with the applicable termination for convenience clause incorporated into this Order by the Supplemental Terms and Conditions.

6. Termination for Default

- (a) Ultra Maritime may, by notice in writing, terminate this Purchase Order in whole or in part at any time for (i) breach of any one or more of its terms, (ii) failure to deliver goods or services within the time specified by this Purchase Order or any written extension, (iii) failure to make progress so as to endanger performance of this Purchase Order, or (iv) failure to provide adequate assurance of future performance. Ultra Maritime may also terminate this Purchase Order in whole or in part in the event of SELLER's suspension of business, insolvency, appointment of a receiver for SELLER's property or business, or any assignment, reorganization, or arrangement by SELLER for the benefit of its creditors. In the event of partial termination, SELLER is not excused from performance of the non-terminated balance of work under the Purchase Order.
- (b) Ultra Maritime may terminate this Purchase Order for default, in whole or in part, by written or electronic notice to SELLER if (1) SELLER becomes insolvent or makes a general assignment for the benefit of creditors, or (2) a petition under any bankruptcy act or similar statute is filed by or against the SELLER and not vacated within ten (10) days after it is filed.
- (c) In the event of SELLER's default hereunder, Ultra Maritime may exercise any or all rights and remedies accruing to it, both at law, including without limitation, those set forth in Article 2 of the Uniform Commercial Code, or in equity. In addition, in the event Ultra Maritime terminates for default all or any part of this Purchase Order, SELLER shall be liable for Ultra Maritime's re-procurement costs.
- (d) If this Purchase Order is terminated for default, Ultra Maritime may require SELLER to transfer title to, and deliver to Ultra Maritime, as directed by Ultra Maritime, any (1) completed goods, and (2) partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this Section) that SELLER has specifically produced or acquired for the terminated portion of this Purchase Order. Upon direction of Ultra Maritime, SELLER shall also protect and preserve property in its possession in which Ultra Maritime has an interest.

7. Force Majeure

- (a) An event of Force Majeure is defined as an event or circumstance which is beyond the control and without the fault or negligence of the Party affected and which by the exercise of reasonable diligence the Party affected was unable to prevent.
- (b) Except for a default of SELLER's subcontractor at any tier, neither Ultra Maritime nor SELLER shall be liable for any failure to perform provided that the event or circumstance is included, but not limited to the following: acts of God or of the public enemy; acts of the government in its sovereign or contractual capacity (including material actions deemed illegal after the creation of this Purchase Order); chemical, biological, or nuclear accidents; epidemics; terrorism; quarantine restrictions; strikes; freight embargoes; and unusually severe weather (fires, floods, earthquakes, high wind damage, tornadoes/cyclones, and hurricanes/typhoons). Monetary and exchange rate fluctuations are not considered a Force Majeure event or circumstance.
- (c) In the event that performance of this Purchase Order is hindered, delayed or adversely affected by clauses of the type described above ("Force Majeure"), then the Party whose performance is so affected shall so notify the other Party's authorized representative in writing as soon as possible and, at Ultra Maritime's option, this Purchase Order shall be completed with

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such adjustments to the delivery schedule as are reasonably required by the existence of Force Majeure or this Purchase Order may be terminated for convenience pursuant to Section 4.

- (d) The Party prevented from or delayed in performing its obligations has no liability for any costs (including any delay costs incurred by the other Party), losses, expenses, damages or the payment of any part of this Purchase Order's price during an event of Force Majeure.
- (e) An event of Force Majeure does not relieve a Party from liability for an obligation which arose before the occurrence of that event, not does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

8. Disputes and Governing Law

Any controversy or claim that may arise out of or in connection with this Purchase Order that after good faith negotiations cannot be resolved to both Parties' satisfaction may be resolved by submitting the claim to a court of competent jurisdiction.

- (a) Ultra Maritime and SELLER agree to timely notify each other of any claim, dispute, or cause of action arising from or related to this Purchase Order. Pending final resolution or settlement of any dispute arising under this Purchase Order, SELLER will proceed diligently as directed by Ultra Maritime with the performance of this Purchase Order. Irrespective of the place of performance, this Purchase Order shall be governed and construed in accordance with the laws of the State from which the Purchase Order is issued, without regard to its conflicts of laws provisions, except that any provision in this Purchase Order that is: (i) incorporated in full text or by reference from the Federal Acquisition Regulation (FAR) or; (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR or; (iii) that is substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contracts appeals, and quasijudicial agencies of the United States Government. The provisions of the "United Nations Convention on Contracts for the International Sale of Goods" shall not apply to this Purchase Order, including any amendments or changes to this Purchase Order.
- (b) A subcontractor of any tier cannot directly sue the federal government while working with Ultra Maritime in a contractual relationship where Ultra Maritime is the prime contractor and the matter in dispute concerns this contractual relationship, even if a subcontractor's claim would otherwise be warranted.
- (c) With the exception of paragraph Section 8(e) of this clause, Ultra Maritime shall be solely responsible for all liaison and coordination with the Customer, any higher tier contractor(s), or the U. S. Government, as it affects the applicable Prime Contract, this Purchase Order, and any related contract. Except as required by law, SELLER shall not communicate with the Customer, any higher tier contractor(s), or the U. S. Government, with respect to the applicable Prime Contract, this Purchase Order, and/or any related contract without prior approval of the Ultra Maritime. SELLER shall promptly notify Ultra Maritime of any communications initiated by the Customer, any higher tier contractor(s), or the U. S. Government, that affects the applicable Prime Contract, this Purchase Order, and/or any related contract.
- (d) To the extent permitted by applicable laws, Ultra Maritime, and SELLER each waive any rights which either may have to trial before a jury of any dispute arising from, or related to, this Purchase Order. Ultra Maritime and SELLER further stipulate and consent that any such litigation before a court of competent jurisdiction shall be non-jury.
- (e) If the Contracting Officer of Ultra Maritime's Government Prime Contract by a final decision interprets any provision or requirement of Ultra Maritime's Prime Contract, and the same or substantially similar provision or requirement is contained in this Order, such interpretation shall be binding between Ultra Maritime and SELLER, provided that Ultra Maritime affords SELLER the opportunity to appeal such decision in Ultra Maritime's name with prior written approval, and provided further that SELLER provides Ultra Maritime any and all information requested by Ultra Maritime to justify Ultra Maritime's verifying, supporting, or providing any and all certifications required by the Contract Disputes Act of 1978, 41 U.S.C. Chapter 71. Any such appeal brought by SELLER shall be at the sole expense of SELLER, who shall be solely responsible for the prosecution of such appeal. If SELLER so appeals, SELLER shall, upon Ultra

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Maritime's written request, provide Ultra Maritime with advance copies of papers to be filed in such appeal and such other information, consultation, and opportunity to participate in the appeal as Ultra Maritime may request. As used in this provision, the term "appeal" shall include any and all proceedings taken by SELLER under this provision before any board of contract appeals or federal courts.

- (f) If SELLER asserts a claim against Ultra Maritime for either damages or an equitable adjustment in a situation where the facts constituting such claim would also support a claim by Ultra Maritime against Ultra Maritime's Customer, prior to initiating any action or suit on such claim against Ultra Maritime in any court, if Ultra Maritime so authorizes, SELLER shall pursue, to exhaustion of its administrative and judicial remedies, such claim in Ultra Maritime's name and at SELLER's cost against Ultra Maritime's Customer.
- (g) Any claims or disputes involving the U.S. Government will be governed solely by federal law.
- (h) Except as expressly authorized in writing by Ultra Maritime, the failure of Ultra Maritime and SELLER to reach agreement with respect to any dispute relating to or arising under this Order shall not excuse SELLER from proceeding diligently with the performance required by this Order.

9. Remedies

- (a) Except as otherwise provided herein, the rights and remedies of both Parties hereunder shall be in addition to their rights and remedies at law or in equity; provided, however, that in no event shall Ultra Maritime be liable to SELLER for any anticipatory profits or for any special (including multiple or punitive), indirect, incidental, or consequential damages howsoever arising. Failure or delay of either Party to enforce any of its rights shall not constitute a waiver of such rights or of any other rights and shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies; rather, the same shall remain in full force and effect.
- (b) Ultra Maritime shall be entitled at all times to set off any amount owing at any time from SELLER or any of its affiliated companies to Ultra Maritime, against any amount payable at any time by Ultra Maritime or any of its affiliated companies to SELLER.

10. Proprietary Rights

- (a) "Intellectual Property" shall mean creations of the mind including but not limited to ideas, inventions, works of authorship, symbols, names, images, and designs embodied in for example, technical data, designs, information, computer software, drawings, formulae, specifications, diagrams, processes, trade secrets, know-how, procedures and technology.
- (b) "Works" in this Section 10 shall mean physical manifestations of Intellectual Property created under this Order.
- (c) "Background Intellectual Property" shall mean Intellectual Property that is (i) in existence prior to the effective date of this Order or (ii) is designed, developed or licensed by a Party after the effective date of this Order independently of both (A) the work undertaken or in connection with this Order and (B) the Proprietary Information and Intellectual Property of the other Party to this Order. Each Party shall retain and exclusively own all rights in its Background Intellectual Property.
- (d) Nothing in this subsection shall modify or alter any rights that the U.S. Government may have in any goods, Works and/or services, including data or software deliverables to the U.S. Government.
- (e) Unless otherwise expressly agreed in a contemporaneous or subsequent writing to the contrary or otherwise expressly set forth in this Purchase Order and subject to Section 10(h) below, Intellectual Property supplied to Ultra Maritime by SELLER shall not be treated by Ultra Maritime as proprietary and may be used and/or disclosed by Ultra Maritime without restriction. Seller hereby grants to Ultra Maritime a non-exclusive, worldwide, right and license to copy, modify, use, sell, offer for sale and disclose any goods, Works or other deliverable delivered by Seller under this Order for the performance of this Order and any higher tier contract. If the goods or other deliverable contains third party

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intellectual property, Seller agrees to obtain the rights from the third party that are sufficient for Seller to grant Ultra Maritime the rights in the above license. Seller warrants that it has the rights in the goods, Works or other deliverable sufficient to grant to Ultra Maritime the above license.

- (f) Unless otherwise expressly agreed in a contemporaneous or subsequent writing to the contrary or otherwise expressly set forth in this Purchase Order and subject to Section 10(h) below, all Intellectual Property (i) supplied to SELLER by Ultra Maritime or (ii) obtained or developed by SELLER in the performance of this Purchase Order or paid for by Ultra Maritime shall be proprietary to Ultra Maritime, shall be used only for purposes of providing goods or services to Ultra Maritime pursuant to this Purchase Order, and shall not be disclosed to any third party without Ultra Maritime's express written consent. All such items supplied by Ultra Maritime or obtained by SELLER in performance of this Purchase Order or paid for by Ultra Maritime shall be promptly provided to Ultra Maritime on request or upon completion of this Purchase Order.
- (g) Unless otherwise expressly agreed in a contemporaneous or subsequent writing to the contrary or otherwise expressly set forth in this Purchase Order and subject to Section 10(h) below, any invention, know-how, or Intellectual Property first made or conceived by SELLER in the performance of this Purchase Order or which is derived from or based on the use of information supplied by Ultra Maritime shall be considered to be the property of Ultra Maritime; and SELLER shall execute such documents necessary to perfect Ultra Maritime's title thereto. Unless otherwise expressly agreed in a contemporaneous or subsequent writing to the contrary or otherwise expressly set forth in this Purchase Order and subject to Section 10(h) below, any work performed pursuant to this Purchase Order which includes any copyright interest shall be considered a "work made for hire". Subject to Section 10(h) below, to the extent any of such works do not qualify as a "work made for hire", SELLER hereby assigns to Ultra Maritime all its intellectual property rights, including its copyright rights, in such works effective immediately upon creation of such works, including when they are first fixed in a tangible medium.
- (h) Applicable U.S. Government Procurement Regulations incorporated into this Purchase Order shall, when applicable, take precedence over any conflicting provision of this Section 10 to the extent that such Regulations so require. The incorporation by reference of such U.S. Government Regulations dealing with subcontractor's rights in Technical Data, subject inventions, copyrights, software and similar intellectual property are not intended to, and shall not, unless otherwise required by applicable law, obviate or modify any greater rights which SELLER may have previously granted to Ultra Maritime pursuant to prior agreements between the Parties.
- (i) Seller shall indemnify, defend, and hold harmless, Ultra Maritime and Ultra Maritime 's Customer and their respective officers, directors, agents, and employees against liability and losses including without limitation, defense costs and attorneys' fees, for any allegation of or suit or action for infringement of any United States or foreign patent, copyright, trademark, or other intellectual property right arising out of the manufacture or delivery of an Item under this Purchase Order or out of the use or disposal of such Item by or for the account of Ultra Maritime. Seller shall at its own expense either procures for Ultra Maritime and/or Ultra Maritime 's Customer the right to continue using the alleged infringing Item, replace it with non-infringing Item, or modify it so that it becomes non-infringing. The foregoing indemnity shall not apply unless Ultra Maritime or Ultra Maritime 's Customer informs Seller of the suit or action or other proceeding alleging infringement and gives Seller the opportunity as is afforded by applicable laws, rules, or regulations, to participate in the defense thereof.

11. Property

- (a) Ultra Maritime may provide SELLER with property owned by either Ultra Maritime or its Customer ("Furnished Property"), or SELLER may acquire or fabricate property in the performance of work under this Purchase Order. All such items shall be used only in the performance of work under this Purchase Order unless Ultra Maritime consents otherwise in writing. SELLER may not use the Ultra Maritime's or Ultra Maritime's Customer's property to provide any goods or services to any third party. Title to acquired, fabricated, or Furnished Property shall remain in Ultra Maritime or its Customer as applicable.
- (b) All information, such as specifications and designs, as well as, all drawings, tools, jigs, dies, fixtures, materials, and

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other property supplied or paid for by Ultra Maritime shall be and remain the sole property of Ultra Maritime or its Customer as applicable; and if SELLER fails to return such property upon Ultra Maritime's demand, Ultra Maritime shall have the right, upon reasonable notice, to enter SELLER's premises and remove any such property at any time without being liable for trespass or damages of any sort.

- (c) Goods made in accordance with Ultra Maritime's specifications and drawings shall not be furnished or quoted by SELLER to any other person or concern without Ultra Maritime's prior written consent.
- (d) The Furnished Property shall be supplied "as-is" condition unless otherwise expressly agreed in writing. Except for reasonable wear and tear, SELLER shall be responsible for, and shall promptly notify Ultra Maritime of, any loss or damage to Furnished Property while in SELLER's care, custody, or control. Without additional charge, SELLER shall manage, maintain, preserve, and insure furnished property in accordance with good commercial practice. Upon request, SELLER shall provide Ultra Maritime with adequate proof of insurance against such risk of loss or damage.
- (e) At Ultra Maritime's request, and/or upon completion of this Purchase Order SELLER shall submit, in an acceptable form, inventory lists of acquired, fabricated, and/or Furnished Property and shall deliver or make such other disposal as may be directed by Ultra Maritime.
- (f) SELLER shall clearly mark, maintain in inventory, and keep segregated or identifiable all of Ultra Maritime's and Ultra Maritime's Customer's property.
- (g) The Government Property clause contained in the Ultra Maritime FAR Supplement shall apply in lieu of Sections 11(a) through 11(f) above with respect to Government-furnished property, or property to which the Government may take title under this Purchase Order.

12. Release of Information

- (a) SELLER shall not publish, distribute, or use any information developed under or about the existence, nature, terms, or conditions of this Purchase Order, or use the Ultra Maritime's Company name (or the name of any division, affiliate or subsidiary thereof), logo, trademark, service mark, or trade dress for the purpose of advertising, making a news release, creating a business reference, creating a website content or for goods or service endorsement without obtaining prior written approval of Ultra Maritime as to contents and the manner of presentation and publication of such press release or public statement.
- (b) Each Party may disclose information when necessary to share such information with the Parties' accountants, attorneys, or other employees indispensable to this Purchase Order, where disclosure to a governmental agency is required, or where disclosure is ordered by a court of competent jurisdiction.

13. Order of Precedence

- (a) In the event of any inconsistency or conflict between or among the provisions of this Purchase Order, such inconsistency or conflict shall be resolved by the following descending order of preference: 1. Order-specific provisions provided in full text on the Purchase Order as additions to the pre-printed terms; 2. Documents incorporated by reference on the Purchase Order which apply to the Purchase Order as a whole and not to a specific line item therein; 3. These General Terms and Conditions of Purchase and Supplements thereto; 4. Statement of Work; and 5. Specifications attached hereto or incorporated by reference (see Section 13(b) below).
- (b) Ultra Maritime's specifications shall prevail over those of the United States Government, and both of the foregoing shall prevail over specifications of SELLER. In the event of conflict between specifications, drawings, samples, designated type, part number, or catalog description, the specifications shall govern over drawings, drawings over samples, whether or not approved by Ultra Maritime and samples over designated type, part number, or catalog description. In cases of ambiguity in the specifications, drawings, or other requirements of this Purchase Order,

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SELLER must, before proceeding, consult Ultra Maritime, whose written interpretation shall be final.

14. Warranty

- (a) SELLER warrants the goods delivered pursuant to this Purchase Order, unless specifically stated otherwise in this Purchase Order, shall (i) be new (ii) be free from defects in workmanship, materials, and design and (iii) be in accordance with all the requirements of this Purchase Order. SELLER further warrants that the performance of work and services shall conform with the requirements of this Purchase Order and to high professional standards. All warranties in this Purchase Order shall survive inspection, test, final acceptance and payment of goods and services.
- (b) SELLER warrants that the goods delivered pursuant to this Purchase Order shall (i) be and only contain materials obtained directly from the Original Component Manufacturer (“OCM”) or the Original Equipment Manufacturer (“OEM”), (collectively, the Original Manufacturer (“OM”)) or an authorized OM reseller or distributor; (ii) not be or contain Counterfeit Items, as defined below; and (iii) contain only authentic, unaltered OM labels and other markings. SELLER shall obtain and retain all documentation required to fully trace the distribution and sale of the goods delivered hereunder back to the relevant OM, and, on request of Ultra Maritime, shall provide such authenticating documentation. Counterfeit Items include, but are not limited to, goods or separately-identifiable items or components of goods that: (i) are an illegal or unauthorized copy or substitute of an OM item; (ii) are not traceable to an OM sufficient to ensure authenticity in OM design and manufacture; (iii) do not contain proper external or internal materials or components required by the OM or are not constructed in accordance with OM design; (iv) have been re-worked, re-marked, re-labeled, repaired, refurbished, or otherwise modified from OM design but not disclosed as such or are represented as OM authentic or new; (v) have not passed successfully all OM required testing, verification, screening, and quality control processes; or (vi) an item with altered or disguised documentation, package labeling, or item marking intended to mislead a person into believing a non-OM item is genuine, or that an item is of better or different performance when it is not. SELLER further warrants that it has and shall have an internal Counterfeit Item control process for goods delivered hereunder in accordance with the standards or instructions set forth in any Ultra Maritime’s specifications or other provisions incorporated into this Purchase Order. Ultra Maritime shall have the right to audit, inspect, and / or approve the processes at any time before or after delivery of the goods ordered hereunder. Ultra Maritime shall have the right to require changes to the processes to conform with Ultra Maritime’s defined standards, if any. Failure of the SELLER to conform its processes with Ultra Maritime’s defined standards may result in the termination of this Purchase Order in accordance with the termination provisions set forth herein. SELLER shall include the substance of this Section 14 (b) in any agreement between SELLER and its lower tier SELLERS.
- (c) SELLER warrants that any hardware, software and firmware goods delivered under this Purchase Order: (i) shall not contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (a) damage, destroy or alter any software or hardware; (b) reveal, damage, destroy, or alter any data; (c) disable any computer program automatically; or (d) permit unauthorized access to any software or hardware; (ii) shall not contain any third party software (including software that may be considered free software or open source software) that (a) may require any software to be published, accessed or otherwise made available without the consent of Ultra Maritime, or (b) may require distribution, copying or modification of any software free of charge; and (iii) shall not infringe any patent, copyright, trademark, or other proprietary right of any third party or misappropriate any trade secret of any third party.
- (d) These warranty entitlements shall inure to the benefit of both Ultra Maritime and Ultra Maritime’s Customers. As used in this Purchase Order, Ultra Maritime’s Customer(s) shall include its direct and indirect customers such as direct sale end-users, subcontractors of any tier, prime contractors, and the ultimate user under relevant prime contract(s) (“Customer”).
- (e) SELLER shall be liable for and save Ultra Maritime harmless from any loss, damage, or expense whatsoever that Ultra Maritime may suffer from breach of any of these warranties. Remedies shall be at Ultra Maritime’s election, including, but not limited to, the prompt repair, replacement, or reimbursement of the purchase price of nonconforming goods and, in the case of services either the prompt correction of the defective services at no cost or reimbursement of the amounts

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paid for such services. Return to SELLER of defective or nonconforming goods and redelivery to Ultra Maritime of repaired or replaced goods shall be at SELLER's expense. Goods or services required to be corrected, repaired or replaced shall be subject to this Section 14 and the Section 17 (Inspection) of the Purchase Order in the same manner and to the same extent as goods or services originally delivered under this Purchase Order, but only as to the repaired or replaced goods or parts thereof or the corrected service thereof. SELLER shall promptly comply with Ultra Maritime's direction to (i) repair, rework or replace the goods, (ii) furnish any material or parts and installation required to successfully correct the defect or nonconformance and/or (iii) successfully correct the defective or nonconforming service.

- (f) Notwithstanding and in addition to any other provisions, and without limiting any of Ultra Maritime's rights and remedies, SELLER shall be liable for Ultra Maritime's actual costs, expenses and damages related to or arising from nonconforming goods.

If Ultra Maritime identifies a product nonconformity, the Parties acknowledge that the administrative costs and expenses of processing the nonconformity are not subject to exact calculation and that a charge of \$1,000.00 may be assessed by Ultra Maritime as damages solely for processing each nonconformity. The damages shall be in addition to, and shall neither be a waiver of, nor otherwise limit Ultra Maritime's ability to pursue claims for other actual damages against SELLER resulting for its failure to perform its duties herein.

15. Conflict Minerals

- (a) Consistent with the U.S. public policy underlying the enactment of Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"), the SELLER recognizes the significant risks associated with sourcing tin, tantalum, tungsten, and gold (hereinafter the "Conflict Minerals") from the Democratic Republic of the Congo and adjoining countries (the "Conflict Region").
- (b) SELLER shall not knowingly provide any goods containing Conflict Minerals from the Conflict Region.
- (c) SELLER shall adopt (or already have in place) policies and processes to (i) conduct a reasonable inquiry into the country of origin of any Conflict Minerals incorporated into any goods provided under the Purchase Order, (ii) conduct due diligence of its supply chain, as necessary, to determine if any Conflict Minerals from the Conflict Region are incorporated into any goods provided under the Purchase Order, and (iii) promptly notify Ultra Maritime if any Conflict Minerals from the Conflict Region are incorporated into any goods provided under the Purchase Order. The SELLER shall fully cooperate (at no cost to Ultra Maritime) with any inquiries conducted by Ultra Maritime or its Customers to ensure compliance with this Section including, but not limited to, completing any applicable disclosure forms or surveys.
- (d) SELLER represents and warrants that all Items that will be delivered to Ultra Maritime by SELLER under this Purchase Order are Democratic Republic of the Congo (DRC) Conflict Free. SELLER agrees that it shall require its own subcontractors and suppliers to comply with the requirements of this Section. If Ultra Maritime determines that any certification made by SELLER under this Section is inaccurate or incomplete in any respect, then Ultra Maritime may terminate this Purchase Order.

16. Exclusion of Mercury

- (a) Goods furnished shall contain no free mercury (metallic form) or mercury compounds (e.g., mercuric oxide & mercuric chloride). SELLER shall perform a review to the extent necessary for a reasonable assurance that mercury is not being used in the goods (e.g., review of drawing parts lists & material lists).
- (b) Mercury bearing instrument & equipment (i.e., those instruments containing free mercury) shall not be used in the manufacture, fabrication, assembly, testing, etc., of any goods. The SELLER shall perform a review of their facilities to provide reasonable assurance that goods are not in danger of mercury contamination. Note: Certification of compliance or

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other attesting documentation shall be available, if required, to be provided to the Ultra Maritime and/or Government. The SELLER shall require all Subcontractors to comply with the mercury exclusion requirements.

17. Inspection

- (a) All goods and services shall be subject to inspection and test at all reasonable times and places by Ultra Maritime or Ultra Maritime's Customer before, during and after performance and delivery. Ultra Maritime may require SELLER to repair, replace or reimburse the purchase price of rejected goods or Ultra Maritime may accept any goods and upon discovery of nonconformance, may reject or keep and rework any such goods not so conforming. Cost of repair, rework, replacement, inspection, transportation, repackaging, and/or re-inspection by Ultra Maritime shall be at SELLER's expense. Ultra Maritime's acceptance of goods or services shall not be deemed to diminish Ultra Maritime's rights or be final or binding on Ultra Maritime if latent defects, fraud, or misrepresentation on the part of SELLER exists. SELLER shall not retender rejected work without disclosing the corrective action taken.
- (b) If inspection and test are made on the premises of SELLER or SELLER's lower-tier subcontractors, SELLER shall furnish without additional charge all reasonable facilities, information and assistance necessary for the safe and convenient inspection and tests required by the inspectors in the performance of their duty. The foregoing provisions of this Section 17 are supplementary to and not in lieu of the provisions of Section 14 above.
- (c) Neither Ultra Maritime's inspection nor any Ultra Maritime failure to inspect shall relieve SELLER of any responsibility to perform according to the terms of this Purchase Order.

18. Changes

- (a) Ultra Maritime shall have the right by written notice to suspend or stop work or to make changes from time to time in the services to be rendered or the goods to be furnished by SELLER hereunder or the delivery schedule. If such suspension, stoppage or changes cause an increase or decrease in the cost of performance of this Purchase Order or in the time required for its performance, an equitable adjustment shall be negotiated promptly, and the Purchase Order shall be modified in writing accordingly. Any claim by SELLER for adjustment under this Section 18 must be asserted in writing within twenty (20) days from the date of receipt by SELLER of notification of the change or suspension and shall be followed as soon as practicable with specification of the amount claimed and supporting cost figures. However, nothing herein shall excuse SELLER from proceeding with this Purchase Order as changed pending resolution of the claim.
- (b) Information, advice, approvals or instructions given by Ultra Maritime's technical personnel or other representatives shall be deemed expressions of personal opinion only and shall not be deemed a change under this subsection nor shall it affect Ultra Maritime's and SELLER's rights and obligations hereunder unless set forth in a writing which is signed by Ultra Maritime's purchasing representative and which states it constitutes an amendment or change to this Purchase Order. Any assistance rendered, technical advice given, or information exchanged by Ultra Maritime's technical personnel shall not be the basis for equitable adjustment. If SELLER believes the foregoing creates an actual or constructive change, SELLER shall notify the Ultra Maritime and shall not accept such direction or perform said action unless authorized by the Ultra Maritime.
- (c) SELLER shall not make any change in the design, specifications, material, manufacturing location, workmanship standards or manufacturing process used by it in producing any item covered by this Purchase Order without prior written notice to and consent in writing from Ultra Maritime. SELLER's notice shall include an accurate and complete description of the proposed change and any effect it may have on the operating or performance characteristics of the item involved. Ultra Maritime's consent to any such change shall not relieve SELLER from any of its obligations hereunder or otherwise in respect of items supplied under this Purchase Order. SELLER shall maintain an effective system for control of drawings, specifications, material, suppliers, and manufacturing processes used in producing the items covered by this Purchase Order. All changes shall be fully documented and controlled in SELLER's system. Failure to provide adequate notification shall be considered a material breach of this Purchase Order and may be terminated for default in accordance with Section 6 of this document.

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19. Infringement

- (a) SELLER warrants that all goods and services (for purposes of this Section 19 hereinafter “items”), provided by SELLER pursuant to this Purchase Order, which are not of Ultra Maritime’s design, shall be free from claims of infringement (including misappropriation) of third party intellectual property rights and that any use or sale of such items by Ultra Maritime or any of Ultra Maritime’s Customers shall be free from any claims of infringement. SELLER shall indemnify and save Ultra Maritime, and its Customers harmless from any and all expenses, liability, and loss of any kind (including all costs and expenses including attorneys’ fees) arising out of claims, suits, or actions alleging such infringement, which claims, suits, or actions SELLER, hereby, agrees to defend, at SELLER’s expense, if requested to do so by Ultra Maritime. SELLER may replace or modify infringing items with comparable items acceptable to Ultra Maritime of substantially the same form, fit, and function to remove the source of infringement, and SELLER’s obligations under this Purchase Order including those contained in Section 14 and in this Section 19 shall apply to the replacement and modified items. If the use or sale of any of the above items is enjoined as a result of such claim, suit or action, SELLER, at no expense to Ultra Maritime, shall obtain for Ultra Maritime and its customers the right to use and sell said item. No other provision in this Purchase Order, including but not limited to the Indemnity clause, shall be construed to limit the liabilities or remedies of the parties under this clause.
- (b) SELLER further agrees to defend, indemnify, and save Ultra Maritime harmless from any loss, damage, fine, penalty, or expense whatsoever that Ultra Maritime may suffer as a result of SELLER’s failure to comply with the warranties in this Section 19. The foregoing is in addition to and not in mitigation of any other requirements of this Purchase Order. No other provision in this Purchase Order, including but not limited to the Indemnity clause, shall be construed to limit the liabilities or remedies of the parties under this clause.

20. Payments and Taxes

- (a) Unless otherwise provided, terms of payment shall be net sixty (60) days from the latest of the following: (i) Ultra Maritime’s receipt of SELLER’s proper invoice; (ii) scheduled delivery date of the Work; or (iii) actual acceptance of the Work. Ultra Maritime shall have a right to setoff against payments due or at issue under this Purchase Order or any other Purchase Order between Ultra Maritime and Seller. Each payment made shall be subject to reduction to the extent of amounts which are by Ultra Maritime not to have been properly payable and shall be subject to reduction for overpayments. Payment shall be deemed to have been made as of the date of mailing Ultra Maritime’s payment or electronic funds transfer.
- (b) Unless this Purchase Order specifies otherwise, the price of this Purchase Order includes, and SELLER is liable for and shall pay, all taxes, impositions, charges, customs duties or tariffs and exactions imposed on or measured by this Purchase Order except for applicable sales and use taxes that are separately stated on SELLER’s invoice. Prices shall not include any taxes, impositions, charges, or exactions for which Ultra Maritime has furnished a valid exemption certificate or other evidence of exemption. To the extent that Ultra Maritime is required to do so under applicable law or tax regulations, Ultra Maritime may deduct from any payments due to SELLER pursuant to this Purchase Order such taxes as Ultra Maritime is required to withhold from such payments and pay such taxes to the relevant tax authorities; provided, however, that Ultra Maritime provides SELLER with relevant tax receipts or other suitable documentation evidencing the payment of such taxes promptly after such taxes are paid.

21. Assignments, Subcontracting, Organizational Changes, and Place of Manufacture

- (a) SELLER may not assign any rights, delegate any of its obligations due or to become due under this Purchase Order, or subcontract all or substantially all of its obligations under this Purchase Order, without the prior written consent of Ultra Maritime. Any purported assignment, delegation, or subcontracting by SELLER without such consent shall be void. Ultra Maritime may assign this Purchase Order to (i) any affiliated company, (ii) any successor in interest, or (iii) Ultra Maritime’s Customer.
- (b) SELLER shall promptly notify Ultra Maritime in writing of any organizational changes made by SELLER, including

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name or ownership changes, mergers, or acquisitions.

- (c) SELLER shall not change the location of manufacture of the goods to be provided to Ultra Maritime under this Purchase Order without Ultra Maritime's prior written consent.

22. Supply Chain Management Plan

If required by the Ultra Maritime Request for Proposal or in the applicable Statement of Work, SELLER shall provide, with their offer, a Supply Chain Risk Management Plan to include, but not be limited to, the following information: identification and documentation of known risks, an assessment of risks based on their probability and potential impact, strategies for mitigating identified risks, implementation of the risk mitigating strategies, and steps to continuously monitor and improve SELLER's supply chain. The Supply Chain Risk Management Plan will be reviewed prior to Purchase Order award. The Supply Chain Risk Management Plan shall assess and identify the SELLER's organization, personnel, supply activities, information, resources, along with information and communication technology equipment, sub-tier suppliers, subcomponents, and software. SELLER shall develop, maintain, and update the Supply Chain Risk Management Plan at no cost to Ultra Maritime in accordance with the Ultra Maritime Statement of Work, to reduce supply chain risks to performance and security of the products sold, installed, and/or maintained throughout the product/solution life cycle. The Supply Chain Risk Management Plan shall describe the processes and practices SELLER will employ to mitigate supply chain risk. Ultra Maritime shall have the right to audit, inspect, or approve the Supply Chain Management Plan at any time before or after delivery of goods ordered hereunder until the applicable Purchase Order is closed. Ultra Maritime shall have the right to require changes to the Supply Chain Management Plan to conform with Ultra Maritime's standards as defined above. Failure of SELLER to conform to its Supply Chain Management Plan with Ultra Maritime's defined standards may result in the termination of this Purchase Order in accordance with the termination provisions set forth herein. SELLER shall include the substance of this Section 22 in any agreement between SELLER and its lower-tier suppliers.

23. Insurance

SELLER shall procure and maintain, and cause its subcontractors to maintain, the insurance coverages outlined in this section 23 and the Appendix: Ultra Maritime Subcontractor Insurance Requirements. All policies shall be written on an occurrence basis and be issued by companies lawfully authorized to write insurance under the laws of the state in which the work is to be performed. Each insurer shall have a current financial strength rating of not less than "A-"; VIII as assigned by A.M. Best, or equivalent rating assigned by a similar rating agency acceptable to Ultra Maritime. Each insurance policy described in this Section 23 shall provide terms as indicated, with a minimum limit of insurance as specified.

- (a) SELLER shall purchase and maintain the following minimum Commercial General Liability insurance for all operations written on the ISO form CG 00 01 or equivalent, including products and completed operations, on an occurrence basis. The form must be amended to state that the general aggregate limit applies on a per-location/per-project basis. The policy shall provide no less than the following minimum limits:
 - (i) General Aggregate-per Project \$2,000,000 general aggregate
 - (ii) Products & Completed Operations \$2,000,000 annual aggregate
 - (iii) Personal & Advertising Injury \$1,000,000 each occurrence
 - (iv) Each Occurrence \$1,000,000 each occurrence
 - (v) Fire Damage Legal Liability \$1,000,000 each occurrence
 - (vi) Medical Expense \$5,000 any one person

The policy shall include contractual liability coverage sufficient to address the obligations of this Purchase Order. The insurance policy shall include Ultra Maritime, its affiliates and subsidiaries, and the directors, officers, employees, and successors and assigns of each as Additional Insured. This policy shall be primary and non-contributory with respect to any other insurance available to an additional insured, and the policy shall include a

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Waiver of Subrogation endorsement in favor of Ultra Maritime, its affiliates and subsidiaries, and the directors, officers, employees, and successors and assigns of each.

- (b) SELLER shall procure and maintain Worker's Compensation and Employer's Liability Insurance. The Worker's Compensation coverage shall be in compliance with the statutory provisions of the project's jurisdiction. The Employers Liability Insurance shall include Stop-Gap Employers' Liability with minimum limits of \$1,000,000 (i) each accident, Bodily Injury by accident; (ii) each employee, Bodily Injury by disease; (iii) policy limit, Bodily Injury by disease. The policies shall include a Waiver of Subrogation endorsement in favor of Ultra Maritime, its affiliates and subsidiaries, and the directors, officers, employees, and successors and assigns of each.
- (c) SELLER shall procure and maintain Umbrella Liability Insurance in a form at least as broad as the primary general liability, automobile liability, and employer's liability required herein with the limits of liability no less than the following minimums amounts on a per-project basis:
 - (i) \$5,000,000 per occurrence
 - (ii) \$5,000,000 annual general aggregate

The Umbrella/Excess Policy shall be endorsed to be primary and non-contributing to any other insurance, self-insurance, or deductibles maintained by Ultra Maritime, and shall include a waiver of subrogation in favor of Ultra Maritime. The Umbrella/Excess Policy shall include Ultra Maritime, and any other parties required by Ultra Maritime, as additional insured for both ongoing and completed operations of SELLER.

- (d) Upon thirty (30) days' notice, Ultra Maritime may reasonably require higher limits of insurance or additional insurance coverage against other hazards for which insurance is reasonably obtainable, whether or not such additional insurance requirements are otherwise described or contemplated in this Purchase Order.
- (e) Seller is solely responsible for the payment of any and all deductibles or retentions under all of the insurance required herein unless Ultra Maritime specifically provides a written waiver to Seller.
- (f) SELLER shall indemnify, hold harmless and, at Ultra Maritime's election, defend Ultra Maritime, its directors, officers, employees, and agents from and against all losses, costs, claims, penalties, causes of action, damages, liabilities, fees, and expenses, including, but not limited to, reasonable attorneys' fees, all expenses of litigation and/or settlement, and court costs, by reason of property damage or loss or personal injury or death to any person arising from or related to the actions or omissions of SELLER, its directors, officers, employees, agents, suppliers, or subcontractors while on the site(s) of Ultra Maritime or its Customers. With respect to any injury, including, but not limited to, death, to employees of SELLER or SELLER's agents, subcontractors or suppliers, SELLER's obligation to indemnify and defend in accordance with this Section 23 shall apply regardless of cause. SELLER shall provide Ultra Maritime thirty (30) days advance written notice prior to the effective date of any cancellation, termination, non-renewal, or change in the term or coverage of any of SELLER's required insurance and ten (10) days' notice for non-payment shall be provided to Ultra Maritime for all policies., provided however such notice shall not relieve SELLER of its obligations to procure and maintain the required insurance. SELLER shall provide Ultra Maritime with a "Certificate of Insurance" showing SELLER's compliance with these requirements ten (10) days prior to the contract initiation and five (5) days after policy renewals. Seller shall also provide copies of all subcontractor certificates and shall maintain a file with current certificates from subcontractors throughout the term of this Purchase Order. Ultra Maritime shall have the right to request and receive in a timely manner copies of all insurance policies required herein upon request of Seller. "Subcontractor" as used in this Section 24(f) shall include SELLER's subcontractors at any tier.
- (g) For additional insurance requirements related to Automobile Liability, Equipment Insurance, Professional Liability/Errors and Omissions Insurance, Technology/Professional, Media, and Cyber Liability, Crime and Dishonesty Insurance, Contractors Pollution Liability, and Transit Insurance, please refer to the Appendix: Ultra Maritime Subcontractor Insurance Requirements that is incorporated herein by reference.

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24. Responsibility

SELLER shall ensure that personnel assigned to work on Ultra Maritime's or Customer's premises comply with any on-premises guidelines. Unless otherwise authorized in writing by Ultra Maritime, SELLER's personnel assigned to work on Ultra Maritime's or Customer's premises shall while on Ultra Maritime's or Customer's premises (i) not bring weapons of any kind; (ii) not manufacture, sell, distribute, possess, use or be under the influence of controlled substances or alcoholic beverages; (iii) not possess hazardous materials of any kind; (iv) remain in authorized areas only; and/or (v) not solicit Ultra Maritime's employees for employment during business hours.

- (a) All SELLER personnel, property, and vehicles entering or leaving Ultra Maritime's or Customer's premises are subject to search.
- (b) SELLER shall promptly notify Ultra Maritime and provide a report of any and all physical altercations, assaults or harassment, and accidents or security incidents involving death, personal injury or loss of or misuse of or damage to Ultra Maritime's or Customer's property, while on Ultra Maritime's or its Customer's premises.
- (c) Ultra Maritime may, at its sole discretion, remove or require SELLER to remove any specified employee of SELLER from Ultra Maritime's or Customer's premises and request that such employee not be reassigned to any Ultra Maritime premises under this Purchase Order. Any costs arising from or related to removal of SELLER's employee shall be borne solely by SELLER and not charged to this Purchase Order.

25. Indemnity Against Claims

- (a) SELLER shall keep its work, all goods supplied by it hereunder, and the Ultra Maritime's premises free and clear of all liens and encumbrances, including mechanic's liens, in any way arising from performance of this Purchase Order by SELLER or by any of its vendors or subcontractors. SELLER may be required by Ultra Maritime to provide a satisfactory release of liens as a condition of final payment.
- (b) SELLER shall, without limitation, indemnify and save Ultra Maritime and its customer(s) and their respective officers, directors, employees, agents, and parent companies harmless from and against (i) all claims (including claims under Workers' Compensation or Occupational Disease laws or other equivalent laws in SELLER's country) and resulting costs, expenses (including attorney fees and costs) and liability which arise from all claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising from any act or omission of SELLER, its officers, employees, agents, suppliers or subcontractors at any tier, in the performance of its obligations under this Purchase Order, including claims relating to personal injury, death, or property loss or damage attributed to, or caused by, the goods supplied, or the services performed by SELLER pursuant to this Purchase Order, including, without limitation, latent defects in such goods and/or services, except to the extent that such injury, death, loss or damage is caused solely and directly by the gross negligence of Ultra Maritime. No other provision in this Purchase Order, including but not limited to the Indemnity clause, shall be construed to limit the liabilities or remedies of the parties under this clause.

26. Limitation of Liability

IN ADDITION TO ANY OTHER LIMITATIONS ON ULTRA MARITIME'S LIABILITY SET FORTH HEREIN, IN NO EVENT SHALL ULTRA MARITIME, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE BY REASON OF ULTRA MARITIME'S BREACH OR TERMINATION OF THIS ORDER OR FOR ANY ULTRA MARITIME ACTS OR OMISSIONS IN CONNECTION WITH THIS ORDER FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF DATA, WORK INTERRUPTION, OR ANY CLAIMS OR DEMANDS AGAINST SELLER BY ANY OTHER ENTITY, WHETHER SUCH REMEDY IS SOUGHT IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. IN NO EVENT SHALL ULTRA MARITIME'S LIABILITY FOR DAMAGES IN ANY CIRCUMSTANCES SET FORTH IN THIS CLAUSE EXCEED THE PRICE PAYABLE FOR

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THE WORK TO BE PERFORMED BY SELLER UNDER THE ORDER. THIS ORDER SHALL NEITHER CREATE FOR NOR GIVE TO ANY THIRD PARTY ANY CLAIM OR RIGHT OF ACTION AGAINST SELLER OR ULTRA MARITIME WHICH WOULD NOT OTHERWISE ARISE WITHOUT THIS ORDER.

27. International Transactions

- (a) Payment will be in United States dollars unless otherwise agreed to by specific reference in this Purchase Order.
- (b) SELLER agrees that Ultra Maritime, its subsidiaries, affiliates, or its designees may exclusively use the value of the Purchase Order to satisfy any international offset obligations that Ultra Maritime may have with SELLER's country, subject to the offset qualifying laws, rules and regulations of that country.
- (c) For international orders, an exchange rate determination between the United States dollar and the currency of the SELLER's country will be made on the date the Purchase Order is submitted to SELLER and will cover the entire period of performance for the Purchase Order.

28. Export/Import Controls

- (a) If SELLER is a U.S. company that engages in the business of either manufacturing or exporting defense articles or furnishing defense services SELLER hereby certifies that it maintains an effective export/import compliance program in accordance with ITAR and it is registered with the U.S. Department of State Directorate of Defense Trade Controls, if necessary, and understands its obligations to comply with the Arms Control Act, 22 U.S.C. 2751-2799, the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. 120 et seq., the Export Administration Act. 50 U.S.C. app. 2401-2420, and/or the Export Administration Regulations ("EAR") 15 C.F.R 730-744.
- (b) SELLER shall control the disclosure of and access to technical data, information and other items received under this Purchase Order in accordance with U.S. export control laws and regulations, including but not limited to the ITAR and/or EAR. SELLER agrees that no technical data, information or other items provided by Ultra Maritime in connection with this Purchase Order shall be provided to any foreign persons or to a foreign entity, including without limitation, a foreign subsidiary of SELLER, without the express written authorization of Ultra Maritime and SELLER's obtaining of the appropriate export license, technical assistance agreement or other requisite documentation for ITAR or EAR controlled technical data or items. For purposes of this Section 28, "foreign persons" shall mean any natural person who is not a lawful permanent resident as defined by 8 U.S.C. 1101(a)(20) or who is not a protected individual as defined by 8 U.S.C. 1324b(a)(3). It also means any foreign corporation, business association, partnership, trust, society or any other entity or group that is not incorporated or organized to do business in the United States, as well as international organizations, foreign governments and any agency or subdivision of foreign governments (e.g. diplomatic missions). It shall be the sole responsibility of SELLER to determine whether the information provided by Ultra Maritime is technical data as outlined in the ITAR (22 CFR 120-130) or EAR prior to any release to a third party abiding by the terms outlined herein. SELLER shall indemnify Ultra Maritime for all liabilities, penalties, losses, damages, costs or expenses that may be imposed on or incurred by Ultra Maritime in connection with any violations of such laws and regulations by SELLER. No other provision in this Purchase Order, including but not limited to the Indemnity clause, shall be construed to limit the liabilities or remedies of the parties under this clause.
- (c) SELLER shall immediately notify Ultra Maritime if it is or becomes listed on any Excluded or Denied Party List of an agency of the U.S. Government or its export privileges are denied, suspended, or revoked.
- (d) Should SELLER's goods or services originate from a foreign location, those goods may also be subject to the export control laws and regulations of the country in which the articles or services originate. SELLER agrees to abide by all applicable export control laws and regulations of that originating country. SELLER shall indemnify Ultra Maritime for all liabilities, penalties, losses, damages, costs, or expenses that may be imposed on or incurred by Ultra Maritime in connection with any violations of such laws and regulations by SELLER, its officers, employees, agents, suppliers or

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subcontractors at any tier. Ultra Maritime shall be responsible for complying with any laws or regulations governing the importation of the articles into the United States of America. No other provision in this Purchase Order, including but not limited to the Indemnity clause, shall be construed to limit the liabilities or remedies of the parties under this clause.

- (e) Ultra Maritime may be required to obtain information concerning citizenship or export status of SELLER's personnel. SELLER agrees to provide such information as necessary and certifies the information to be true and correct.
- (f) Where SELLER is a signatory under an Ultra export license or export agreement (e.g. TAA, MLA), SELLER shall provide prompt notification to the Ultra Maritime in the event of changed circumstances affecting said license or agreement.

29. Severability

If any provision of this Purchase Order or application thereof is found invalid, illegal or unenforceable by law, the remainder of this Purchase Order will remain valid, enforceable and in full force and effect, and the Parties will negotiate in good faith to substitute a provision of like economic intent and effect.

30. Standards of Business Ethics and Conduct

By the acceptance of this Purchase Order, SELLER represents that it has not participated in any conduct in connection with this Purchase Order that violates the Ultra Global Supplier Code of Conduct (<http://www.ultra.group>) or, alternatively, equivalent Business Ethics and Conduct Standards of SELLER. If, at any time, Ultra Maritime determines that SELLER is in violation of the applicable Standards of Business Ethics and Conduct, Ultra Maritime may cancel this Purchase Order upon written notice to SELLER and Ultra Maritime shall have no further obligation to SELLER.

31. Priority Rating

If so identified, this Purchase Order is a "rated order" certified for national defense use, and SELLER shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700). Under DPAS regulations, if this Purchase Order supports the U.S. Government, is DX or DO Rated, the SELLER must acknowledge acceptance of DX-Rated orders within ten (10) days and DO-Rated orders within fifteen (15) days of receipt hereof. Commencement of performance of the Work called for by this Purchase Order in the absence of SELLER's written acknowledgement thereof shall be deemed acceptance of this Purchase Order as written.

32. Survivability

SELLER's obligations that by their very nature must survive expiration, termination or completion of this Purchase Order, including but not limited to obligations under the Termination for Convenience, Termination for Default, Proprietary Rights, Release of Information, Warranty, Infringement, Compliance with Law, Responsibility and Insurance, Indemnity Against Claims, Export/Import Controls, and Electronic Transmissions provisions of this Purchase Order, shall survive expiration, termination or completion of this Purchase Order.

33. Electronic Transmissions

The Parties agree that if this Purchase Order or any amendment is transmitted electronically, neither Party shall contest its validity, or any acknowledgment thereof, on the basis that this Purchase Order, amendment, or acknowledgment contains an electronic signature or that it constitutes a writing.

34. Seller Record

- (a) Unless a longer period is specified in this Purchase Order or by law or regulation, SELLER shall retain all records related to this Purchase Order for ten (10) years from the date of final payment received by SELLER. Records related

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to this Purchase Order include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, quality processes and procedures, shipping and export, certifications, and receipt records.

- (b) Ultra Maritime, its Customers, and/or the Government shall have the right to visit SELLER's facilities involved in the performance hereunder to review, monitor, coordinate or expedite performance and to secure necessary information for such purposes. Ultra Maritime, its Customers, and/or the Government shall have access to such records, and any other records SELLER is required to maintain under this Purchase Order, for the purpose of audit during normal business hours, upon reasonable notice for as long as such records are required to be retained. Such visits or audits will be coordinated with SELLER's cognizant personnel to minimize any effect on SELLER's normal operations. Audit rights shall be available to Ultra Maritime on all performance related reports and other records, except records pertaining to proprietary indirect cost data. Audit of any proprietary indirect cost data may be accomplished through the responsible Defense Contract Audit Agency (DCAA) representative, or a mutually agreeable third-party auditor from a nationally recognized firm of certified public accountants.

35. Employment Regulatory Requirements

SELLER certifies by acceptance of this Purchase Order that it complies with the equal opportunity, affirmative action, and employee notice requirements specified in Section 202 of Executive Order 11246 and the Equal Opportunity Clauses at CFR 60-1.4, 41 CFR 60-250.5(a), 41 CFR 60-300.5(a), and 41 CFR 60-741.5(a) and the Employee Notice Clause at 29 CFR 471 Appendix A to Subpart A, where applicable. Further, if SELLER (1) is not otherwise exempt as provided by 41 CFR 60-1.5, (2) has 50 or more employees, and (3) has a contract, subcontract or purchase order amounting to \$50,000 that is necessary to the completion of a covered federal contract or subcontract, SELLER is hereby notified of its obligations to file EEO Standard Form 100 and to prepare an affirmative action plan(s) as required under the regulations set forth above.

36. Agency and Independent Party Relationship

- (a) No agent, employee, or representative of either Party shall have the authority absent express written consent, to bind its own Party with regard to any affirmation, representation, or warranty of the goods sold under this Purchase Order.
- (b) SELLER's relationship to Ultra Maritime shall be that of an independent contractor and this Purchase Order does not create an agency, partnership, or joint venture relationship between Ultra Maritime and SELLER or Ultra Maritime and SELLER personnel. SELLER personnel engaged in performing work under this Purchase Order shall be deemed employees of SELLER and shall not for any purposes be considered employees or agents of Ultra Maritime. SELLER assumes full responsibility for the actions and supervision of such personnel while engaged in Work under this Purchase Order. Ultra Maritime assumes no liability for SELLER personnel.
- (c) Nothing contained in this Purchase Order shall be construed as granting to SELLER or any personnel of SELLER rights under any Ultra Maritime benefit plan.
- (d) SELLER personnel: (i) will not remove Ultra Maritime's or its Customer's assets from Ultra Maritime's or Customer's premises without Ultra Maritime's authorization; (ii) will use Ultra Maritime or Customer assets only for purposes of this Purchase Order; (iii) must have Ultra Maritime permission to connect SELLER's device(s) to Ultra Maritime computer networks and equipment, communications resources, programs, tools or routines (e.g., VPN from a home PC, VPN from a contractor laptop), and the system must pass either a manual or automated security risk assessment. Upon request SELLER shall provide a written attestation to the required security controls. At a minimum, security controls must include up-to-date anti-virus software and definitions, all operating system security patches, and all application security patches in compliance with applicable Ultra Maritime policies, all at SELLER's risk and expense; and (iv) will not share or disclose user identifiers, passwords, cipher keys or computer dial port telephone numbers. Ultra Maritime may monitor any communications made over or data stored in Ultra Maritime computer networks and equipment or communications resources.

37. Language

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The Parties mutually agree that this Purchase Order and all correspondence herein shall be written and communicated verbally in the English language and each Party warrants that they or their designated agents are fluent in the English language and fully understand the contents of this Purchase Order.

38. Representations and Acceptance

- (a) Each Party mutually warrants to the other that it has the full power and authority to enter into this Purchase Order and to perform its obligations hereunder, and that the entering into of this Purchase Order and the performance of its obligations does not violate, and will not be in conflict with, any provision of its articles of incorporation, bylaws, or other governing documents, or any Agreement or Agreement with a third party.
- (b) Each Party mutually warrants that, to the best of its knowledge, performance of its obligations under this Purchase Order does not constitute an organizational conflict of interest, meaning that because of other activities or relationships with other persons, the Party's objectivity in performing the contract work is or might be otherwise impaired, or a Party has an unfair competitive advantage. . If, during the performance of its obligations, either Party becomes aware of any possible organizational conflict of interest due to performance or the requirements under this Purchase Order, that Party shall promptly notify the other Party.

39. Headings

The headings used in these General Terms and Conditions of Purchase Order are for convenience only and not relevant to the interpretation of the provisions contained therein.

40. Integrated Agreement

- (a) The foregoing General Terms and Conditions of Purchase Order, along with the accompanying Purchase Order, constitute the entire Agreement between the Parties and supersede any oral or written representatives or Agreements that may have been made by either Party.
- (b) Both Parties acknowledge that they have read and understood these General Terms and Conditions of Purchase Order and relied on its own judgment in entering into it.
- (c) These General Terms and Conditions of Purchase Order shall govern unless the Parties have executed a separate, written master terms agreement. Ultra Maritime objects to any different or additional terms and conditions.

41. Counterparts/Facsimiles

- (a) This Purchase Order may be executed in any number of counterparts; each of which when so executed and delivered shall be deemed an original, and such counterpart together shall constitute one and the same instrument.
- (b) Each Party shall receive a duplicate original of the counterpart copy or copies executed by it.
- (c) A facsimile or electronically transmitted original copy of this Purchase Order, including the signature pages hereto, shall be deemed to be an original.