



## BLUE ORIGIN PURCHASE ORDER TERMS AND CONDITIONS

(REV G, EFFECTIVE OCTOBER 21, 2021)

### 1. Contract Formation

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

### 2. Contract Direction

- A. Procurement Representative.** The Procurement Representative is the only person with authority to modify the terms of this Purchase Order.
- B. Technical Personnel.** Occasionally, Blue Origin's engineering and technical personnel may provide assistance or technical advice, or exchange information with Supplier's personnel concerning this Purchase Order. Such actions will not be deemed a change under the "Changes clause" of this Purchase Order and will not provide a basis for an equitable adjustment. If Supplier is in doubt as to whether it has received direction it is obligated to follow, it must promptly confirm with the Procurement Representative in writing whether a change was intended. If Supplier proceeds absent express direction from the Procurement Representative, Supplier waives any right to request an equitable adjustment and is at risk of noncompliance with the requirements of this Purchase Order.

### 3. Changes

- A. Written Notice.** The Procurement Representative may at any time, by written notice to Supplier, and without notice to sureties or assignees, make changes and give contract direction within the general scope of this Purchase Order to any one or more of the following: (i) drawings, designs, or specifications; (ii) method of shipping or packing; (iii) place of inspection, acceptance, or point of delivery; (iv) property furnished by Blue Origin or its customer; (v) time or place of performance; (vi) quantity; (vii) delivery schedule; and (viii) terms and conditions required to meet Blue Origin's obligation under its customer contracts including, but not limited to, any mandatory flowdown clauses.
- B. Equitable Adjustment.** If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of this Purchase Order, Blue Origin will make an equitable adjustment in the price or delivery schedule and modify this Purchase Order accordingly. Changes to the delivery schedule will be subject to a price adjustment only.
- C. Claim.** Supplier waives a claim for an equitable adjustment under this section unless it submits such claim in writing to Blue Origin within 15 days from the date of the notice of the change, unless Blue Origin agrees in writing to a longer period.
- D. Disputed Claim.** Failure to agree to any equitable adjustment will be resolved in accordance with the "Disputes" section of this Purchase Order. However, nothing contained in this section will excuse Supplier from proceeding immediately in the performance of this Purchase Order as changed.

### 4. Supplier Forms

Either party may use its standard business forms to administer Purchase Orders but use of such forms is for the parties' convenience only and does not alter the provisions of this Purchase Order. The terms set forth in this Purchase Order take precedence over any alternative terms in any other document connected with this transaction, unless such alternative terms are part of a written agreement mutually negotiated and executed



by the parties and that agreement expressly states that its terms will take precedence over these terms in the event of a conflict. BLUE ORIGIN WILL NOT BE BOUND BY, AND SPECIFICALLY OBJECTS TO, ANY PROVISION THAT IS DIFFERENT FROM OR IN ADDITION TO THE PROVISIONS OF THIS PURCHASE ORDER (WHETHER PROFFERED BY SUPPLIER VERBALLY OR IN ANY QUOTATION, INVOICE, SHIPPING DOCUMENT, ACCEPTANCE, CONFIRMATION, CORRESPONDENCE, OR OTHERWISE), UNLESS SUCH PROVISION IS SPECIFICALLY AGREED TO IN WRITING SIGNED BY BLUE ORIGIN.

## 5. Price and Payment

- A. Price.** Prices are firm and are not subject to increases or additional charges for any reason.
- B. Payment Timing.** Blue Origin will make payment within 90 days after the later of: (i) Blue Origin's receipt of Supplier's correct invoice in conformance with the invoicing requirements of this Purchase Order; or (ii) Blue Origin's final acceptance of the Products.
- C. Payment Agent.** Supplier consents to Blue Origin's use of a third-party payment agent (if applicable, as listed on this Purchase Order) to make payments to Supplier on behalf of Blue Origin under this Purchase Order. Supplier agrees that Blue Origin's use of a payment agent does not constitute an assignment or assumption of any Blue Origin obligation, responsibility, or liability under this Purchase Order, nor does it create any contractual relationship between Blue Origin's payment agent and Supplier. Supplier will direct all invoices related to this Purchase Order to Blue Origin (not the payment agent).
- D. Taxes.** Unless prohibited by law or otherwise Specified, Supplier will pay and has included in the price of any amounts payable under this Purchase Order any federal, state, or local tax; transportation tax; or other tax which is required to be imposed upon the items ordered hereunder, or by reason of their sale or delivery, except for applicable sales and use taxes that are listed separately on Supplier's invoice. Prices will not include any taxes, duties, tariffs, or similar fees for which Blue Origin has furnished a valid exemption certificate or other evidence of exemption.

## 6. Invoicing

- A. Detail.** All invoices must include the following data elements required for timely receipt and payment without error and matching this Purchase Order: (i) Supplier legal entity name; (ii) invoice number; (iii) invoice date and date of service/delivery of goods; (iv) invoice payment terms; (v) Purchase Order number; (vi) Purchase Order line item number; (vii) line item description of the good, service, tax, or reimbursable expense incurred during the applicable invoicing period; (viii) quantity invoiced or, if applicable, an itemization of time (e.g., daily time cards) spent by Supplier and its permitted subcontractors in performance of services and, if applicable, an itemization of any reimbursable expenses including shipping and handling charges; (ix) unit of measure; (x) unit price; (xi) line item extended total price; (xii) total invoice amount; (xiii) Supplier's packing slip number and lot/serial number(s); (xiv) Supplier contact name, email address, and phone number; (xv) Procurement Representative contact name, email address, and phone number, and if required; (xvi) name and address for remittance of payment; (xvii) customer legal entity name; (xviii) ship-to address (or service address); and (xix) applicable taxes. Additional required data elements may be identified and included in other instructions in this Purchase Order. Any deviation to this requirement must be approved by the Procurement Representative in writing in advance of shipment or invoice submittal. Failure to adhere to this clause may delay receipt or result in rejection of items shipped or delay in payment of invoices.
- B. Method.** Supplier must deliver invoices via cXML or the Blue Origin Coupa Supplier Portal. Otherwise, payment may be delayed.
- C. Audit.** Blue Origin may audit, or cause to be made such audit, of the invoices and substantiating information at any time or times prior to final payment under this Purchase Order. Each payment made by Blue Origin will be subject to reduction to the extent of amounts that are found by Blue Origin not to have been properly payable and will be subject to reduction for overpayments or to increases for underpayments on preceding invoices.

## 7. Timely Performance



Time is of the essence in Supplier's performance under this Purchase Order. Supplier will deliver to Blue Origin at the Specified destination no later than the Specified delivery date. Supplier will not be liable for delays to the extent caused by Blue Origin's negligent actions or omissions and that cannot be reasonably avoided by Supplier, provided that Supplier gives Blue Origin prompt written notice of the delay and takes commercially reasonable measures to mitigate the delay.

**8. Title and Risk of Loss (Applicable if Product Includes the Delivery of Goods)**

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

**9. Packing and Shipping (Applicable if Product Includes the Delivery of Goods)**

- A. Supplier will ensure proper packaging of Products in accordance with the Blue Origin Packaging Requirements referenced on the face of this Purchase Order (unless specific packing instructions are provided). Except as included in this Purchase Order, Supplier will not charge Blue Origin for packing, crating, freight, local cartage, or any other related packaging and shipment services. Supplier will comply with Blue Origin's written shipping instructions provided in connection with this Purchase Order.
- B. Supplier will enclose a complete packing list with all shipments. Supplier will mark containers or packages with necessary lifting, loading, and shipping information, including Blue Origin Purchase Order number, item number, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading must include this Purchase Order number.
- C. No partial shipments will be accepted without the written approval from the Procurement Representative. Unless otherwise Specified, all shipments will be delivered Free on Board destination (place of destination, as described in the Uniform Commercial Code Section 2-319).

**10. Acceptance and Rejection**

- A. Neither receipt nor payment shall constitute final acceptance. Blue Origin will accept Product within a reasonable time after delivery (not to exceed 90 days) to the Specified destination. Blue Origin will not be obligated to accept substitutions, untimely deliveries, deliveries in quantities other than those ordered by Blue Origin or deliveries of Product failing to conform to Blue Origin's specifications or Supplier's warranties described in this Purchase Order. Blue Origin will not accept any delivery received 30 days or more prior to the delivery schedule of this Purchase Order. Acceptance by Blue Origin of substitutions, untimely deliveries, partial deliveries or non-conforming Product will not constitute a waiver of the delivery schedule or other requirements of this Purchase Order. Blue Origin's inspection, failure to inspect, or failure to discover any defect will not relieve Supplier of any obligation hereunder or impair Blue Origin's rights or remedies at law or in equity.
- B. If Supplier delivers non-conforming Product, Blue Origin may (i) accept all or part of such Product; (ii) return the Product for credit or refund; (iii) require Supplier to promptly correct or replace the Product; (iv) correct, or have a third party correct, the Product; or (v) perform, or have a third party perform, replacement Product.
- C. Supplier will not redeliver corrected or rejected Product without disclosing the corrective action taken. In the event non-conforming Product is re-delivered subsequent to corrective action, Blue Origin may require Supplier, at Supplier's expense, to include an inspection report from a third-party inspector acceptable to Blue Origin with any subsequent redelivery.



**11. Warranty (Applicable if Product Includes the Delivery of Goods)**

- A.** Supplier warrants that all goods furnished under this Purchase Order will conform to all specifications and requirements of this Purchase Order and will be free from defects in materials and workmanship. To the extent goods are not manufactured pursuant to detailed designs and specifications furnished by Blue Origin, Supplier warrants that the goods will be free from design and specification defects.
- B.** This warranty will begin after final acceptance by Blue Origin and will extend for a period of: (i) the manufacturer’s warranty period or 12 months, whichever is longer, if Supplier is not the manufacturer and has not modified the goods; or (ii) four years or the manufacturer’s warranty period, whichever is longer if Supplier is the manufacturer of the goods or has modified them. Blue Origin will give written notice to Supplier of any warranted defect or nonconformance of goods. Blue Origin, at its option, may require Supplier to promptly correct or replace warranted goods at no expense to Blue Origin. If correction or replacement by Supplier is not timely, Blue Origin may, at Supplier’s expense, return the goods to Supplier, correct or replace the goods, or have a third party correct or replace the goods. Supplier will comply with Blue Origin’s direction under this provision. If it is later determined that Supplier did not breach this warranty, the parties will equitably adjust the price.

**12. Defense and Indemnity**

Supplier will defend, indemnify, and hold harmless Blue Origin, its officers, directors, affiliates, subsidiaries, employees, agents, customers, and assigns from and against any allegation, claim, suit action, proceeding, damages, losses, settlement, cost, expense, and any other liability (including, but not limited to, reasonable attorney fees) arising out of, related to, or resulting from: (i) actual or alleged infringement of any patent or copyright, or misappropriation of trade secret from the design, manufacture, possession, ownership, use, sale, or transfer of the Products; (ii) an actual or alleged breach of any of Supplier’s representations, warranties, or other obligations under this Purchase Order; or (iii) any act or omission of Supplier or its employees, agents, affiliates, contractors, or subcontractors, except to the extent caused by the gross negligence or willful misconduct of Blue Origin as determined by a final, non-appealable order of a court having jurisdiction. Supplier’s duty to defend is independent of its duty to indemnify. Supplier’s obligations under this Section 12 are independent of any other obligation of Blue Origin under this Purchase Order. Supplier’s obligations under this Section 12 will survive Blue Origin’s acceptance of and payment for the Products. If an alleged claim of infringement or misappropriation is made, Supplier will procure for Blue Origin, and Blue Origin’s customers, the rights to continue using the Products, modify them in a manner acceptable to Blue Origin to remove the claim, or with the written approval of Blue Origin, replace the Products with a non-infringing one or remove the Products and refund the purchase price.

**13. Insurance**

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

Commercial general liability insurance, including contractual liability, cross liability, products and completed operations, and personal and advertising injury, with limits not less than \$2,000,000 per occurrence combined single limit insuring against claims for bodily injury and property damage Supplier assumes under this Purchase Order;
Business auto liability insurance with limits not less than \$1,000,000 per accident covering owned, hired, or non-owned vehicles;
Workers’ compensation insurance with statutory limits as required by law under the jurisdiction where the work under this Purchase Order is performed; and
Employers’ liability insurance with limits not less than \$1,000,000 covering injury, illness, or death.



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

#### **14. Confidential Information**

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

#### **15. Intellectual Property**

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

#### **16. Termination, Cancellation, and Modifications**

- A. Termination for Convenience.** At any time prior to Supplier's acceptance of this Purchase Order (as Specified in Section 1 above), Blue Origin may cancel or modify all or any portion of this Purchase Order by written notice to Supplier without liability or obligation to Supplier. After Supplier's acceptance of this Purchase Order, Blue Origin may terminate, cancel, or modify all or any portion of this Purchase Order by written notice to Supplier of such termination, cancellation, or modification. Upon Blue Origin's termination of the Purchase Order under the preceding sentence, Blue Origin's responsibility and liability with respect to the terminated, canceled, or modified Products will be equitably adjusted by mutual agreement of the parties provided; however, that Blue Origin's responsibility and liability will not exceed: (i) the total price otherwise payable by Blue Origin under this Purchase Order for the terminated, canceled, or modified Products; less (ii) the sum of (a) the estimated costs that would have been incurred by Supplier to complete and deliver the canceled Products; and (b) the reasonable value of the canceled Products at the time of cancellation.
- B. Termination for Cause.** Blue Origin, without liability, may by written notice of default, terminate the whole or any part of this Purchase Order if Supplier: (i) fails to perform within the time Specified or in any written extension granted by Blue Origin; (ii) fails to make progress which, in Blue Origin's reasonable judgment, endangers performance of this Purchase Order in accordance with its terms; or (iii) fails to comply with any of the terms of this Purchase Order. Such termination will become effective if Supplier does not cure such failure within 10 days of receiving notice of default. Upon termination, Blue Origin may procure at Supplier's expense and upon terms it deems appropriate, goods or services similar to those so terminated. Supplier will continue performance of this Purchase Order to the extent not terminated and will be liable to Blue Origin for any excess costs for such similar goods or services. Blue Origin's rights and remedies in this clause are in addition to any other rights and remedies provided by law, equity, or under this Purchase Order. In the event Blue Origin wrongfully terminates this Purchase Order under this paragraph, in whole or in part, such termination becomes a termination for convenience.



## **17. Assignment; Successors and Assigns**

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

## **18. Applicable Law**

This Purchase Order will be interpreted and enforced in accordance with the laws of the state of the Specified ship to address. Supplier irrevocably consents to the jurisdiction of the courts of that state, with venue laid in the county of the Specified ship to address. The United Nations Convention for International Sale of Goods dated April 11, 1980 will not apply to this Purchase Order.

## **19. No Waiver**

Unless explicitly stated otherwise hereunder, a party does not waive any right under this Purchase Order by failing to insist on compliance with any of the terms of this Purchase Order or by failing to exercise any right hereunder.

## **20. Cumulative Rights**

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

## **21. Compliance**

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

- A. Export Control.** Supplier will comply with Export Control Laws. Supplier acknowledges that any information, software, or hardware received from Blue Origin may be subject to Export Control Laws. Supplier will comply with Export Control Laws before providing or granting access to any such information, software, or hardware to individuals (even if employees of Supplier) who are not U.S. persons (22 C.F.R. §120.15), whether in or outside of the United States.

Supplier agrees to cooperate with and provide Blue Origin with all information reasonably necessary to perform assessments or audits to ensure compliance with Export Control Laws, any government export licenses or authorizations, or as part of any government investigations or corrective actions related to a potential or actual violation of Export Control Laws related to this Purchase Order. Upon request, Supplier will provide to Blue Origin, in writing, the export classification of any Products subject to Export Control Laws. Supplier is required to obtain any necessary U.S. Government export license(s) or authorization(s) for any Products Supplier provides under this Purchase Order. Upon obtaining any required U.S. Government export license(s) or authorization, Supplier will provide copies to Blue Origin of such for recordkeeping and compliance purposes.

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

- B. Equal Employment Opportunity. Supplier and its subcontractors will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against**



**qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability.**

- C. Excluded Parties.** Supplier represents that it is not suspended, debarred, or proposed for debarment or otherwise included in the System for Award Management Exclusions (see 2 CFR § 180.945), or declared ineligible by any federal agency or state government agency. Supplier agrees to notify Blue Origin immediately upon learning that it, or any of its affiliates or subcontractors, has been proposed for suspension, debarment, any other exclusion record in the System for Award Management, or any declaration of ineligibility by any federal agency or state government agency.
- D. Anti-Bribery.** Each party represents it has not, and will not, directly or indirectly pay, offer, give, or promise to pay or authorize the payment of any monies or other things of value to: (i) an official or employee of a government department, agency, or instrumentality, state-owned, or controlled enterprise or public international organization; (ii) any political party or candidate for political office; or (iii) any other person at the suggestion, request, or direction or for the benefit of any of the above-described persons and affiliates if any such payment, offer, act, or authorization is for purposes of influencing official actions or decisions or securing any improper advantage in order to obtain or retain business, or engaging in acts or transactions otherwise in violation of the U.S. Foreign Corrupt Practices Act 1977, UK Bribery Act 2010, or any other applicable anti-bribery legislation.
- E. Anti-Kickback.** Supplier warrants that it has provided no gratuities (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a Supplier, nor engaged in any other activity prohibited by the Anti-Kickback Act of 1986 (41 U.S.C. § 51 et seq). No kickbacks will be offered or given by Supplier to any employee of Blue Origin. Supplier will contact Blue Origin's legal department if any employee of Blue Origin requests a gratuity or kickback.
- F. Data Protection.** During the term of this Purchase Order and during any period Supplier may have access to Personal Data, Supplier will comply with all Data Protection Laws and will not knowingly do, cause, or permit to be done, anything which will cause or otherwise result in a breach by Blue Origin of Data Protection Laws, except to the extent acting on the instructions or direction of Blue Origin. Supplier and Supplier's subcontractors will not disclose any Personal Data to entities or persons who do not have a need to receive such information or who are located outside the United States. Supplier will use encryption if, as a requirement under this Purchase Order, Supplier must send Personal Data electronically.
- G. Material Components.** Supplier and its subcontractors will abide by the requirements of 41 U.S.C. §§ 8301-8305 to ensure materials or alloys incorporated into the Product are primarily sourced from the United States. Any material products or alloys incorporated into the Product that are not primarily sourced from the United States or a "Designated Country" as set forth in 48 C.F.R. § 25.003 require the prior written approval from Blue Origin.
- H. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug. 2020).**
- (i) Definitions.** All defined terms in this Section 21(H) will have the same definitions as used in FAR 52.204-25(a), except for "Blue Origin" and "Supplier" (defined in Section 26 below).
- Section 889.** Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (ii) Prohibition.** Supplier is prohibited from providing to Blue Origin any equipment, system, or service



that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception applies under Section 21(H)(iv) below or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

**(iii) Exceptions.** This clause does not prohibit Supplier from providing a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

**(iv) Reporting Requirement.** In the event Supplier identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during the performance of this Purchase Order, or the Supplier is notified of such by a subcontractor at any tier or by any other source, Supplier must report the information in Section 21(H)(v) below to Blue Origin, unless elsewhere in this Purchase Order are established procedures for reporting the information; in the case of the Department of Defense, the Contractor must report to Blue Origin and to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, Supplier must report to Blue Origin for the indefinite delivery Purchase Order and Blue Origin for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

**(v) Reporting Information.** Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. Within 10 business days of submitting the information in the preceding sentence: any further available information about mitigation actions undertaken or recommended. In addition, Supplier must describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

**(vi) Subcontracts.** Supplier will insert the substance of this Section 21(H), including this Section 21(H)(vii) in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

- I. Company Size Self Certification.** The Supplier has represented that the size and socioeconomic status representations made in the Business Size Self-Certification Form are current, accurate, and complete as of the date of this purchase order. If the business size status has changed, the Supplier must send an e-mail request for a Business Size Self-Certification form to the Procurement Representative. Blue Origin will update the business size status upon receipt of a completed form.
- J. Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Oct. 2021).** If applicable under Executive Order 14042 and/or FAR 52.223-99 or other implementing regulations, the Supplier will comply with all guidance, including guidance conveyed through the "Frequently Asked Questions," as amended during the performance of this Purchase Order, for Supplier or Supplier's subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>. The Supplier will include the substance of this Section 21(J) in subcontracts at any tier that exceed the micro-purchase threshold (as defined in Federal Acquisition Regulation 2.101) performed in whole or in part within the United States or its outlying areas.

## 22. Prioritization and Customer Requirements

Blue Origin may be required to issue orders under this Purchase Order subject to the DPAS as well as additional terms required by Blue Origin's Customer. In compliance with FAR 52.211-15 Defense Priority and Allocation Requirements (APR 2008): If this Purchase Order is a "rated order" certified for national defense use,





emergency preparedness, and energy program use, the Supplier must follow all the requirements of the DPAS regulations (15 CFR 700).

### **23. Disputes**

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

### **24. Federal Contract Acquisition Requirements (Applicable to Federal Contract Procurements)**

The following Federal Acquisition Regulations (FAR) are applicable for all federal contract procurements and are hereby incorporated by reference:

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

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

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

The full text of a clause may be accessed electronically at <https://www.acquisition.gov/browse/index/far>. Seller must include in each lower-tier subcontract the appropriate flow down clauses as required by FAR, Defense Federal Acquisition Regulations (DFARS), NASA Far Supplement (NFS), or any other applicable agency-specific flow down requirement.

### **25. Order of Precedence**

Any inconsistencies in this Purchase Order will be resolved in accordance with the following descending order of precedence: (i) any applicable government or customer flowdown; (ii) face of the Purchase Order including the schedules of the Purchase Order or continuation sheets; (iii) these Blue Origin Purchase Order Terms and Conditions; (iv) any statement(s) of work applicable to the Purchase Order; (v) the version of the Blue Origin Quality Requirements as of the date of this Purchase Order (archive can be found at <http://www.blueorigin.com/supplier-terms-and-conditions/supplier-terms-archive>); (vi) specifications that are applicable to the Purchase Order; (vii) drawings that are applicable to the Purchase Order; and (viii) any other exhibits to the Purchase Order.

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

### **26. Definitions**

Defined terms have the following meanings:

- A.** “Blue Origin” means the Blue Origin entity listed on the face of the Purchase Order, and each entity that controls, is controlled by, or is under common control with the entity listed on the face of the Purchase Order.
- B.** “Confidential Information” means: (i) oral information (whether or not reduced to writing and marked with a restrictive legend), information that is marked or identified as “Confidential,” “Restricted,” “Proprietary,” or with a similar designation, or if not so designated, that the Supplier should reasonably expect to be confidential due to its nature; (ii) technical, process, proprietary, or economic information derived from drawings or 3D or other models owned or provided by Blue Origin; (iii) the terms and existence of this Purchase Order; and (iv) other tangible or intangible property furnished by Blue Origin in connection with this Purchase Order, including any drawings, specifications, data, goods and/or information.
- C.** “Data Protection Laws” means all federal, state, provincial, regional, territorial, and local, laws, regulations, rules, executive orders, supervisory requirements, directives, circulars, opinions, interpretive letters, and official releases of or by any government, or any authority, department, or agency thereof or self-regulatory organization that relate to the Processing of Personal Data or the confidentiality, security, or protection of Personal Data, including the California Consumer Protection



Act or the European Union General Data Protection Regulation » (GDPR) n°2016/679 of 25 May 2018.

- D.** “DPAS” means the Defense Priorities and Allocations System.
- E.** “Export Control Laws” means all applicable export and import control laws and regulations, including the International Traffic in Arms Regulations, (22 C.F.R. Parts 120-130) (ITAR); the Export Administration Regulations, (15 C.F.R. Parts 730-774) (EAR); the sanctions regulations administered by the U.S. Treasury Department’s Office of Foreign Assets Control (31 CFR Part 501-598); the regulations administered by the U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms, and Explosives (27 C.F.R. Part 447), and any applicable laws and regulations of other countries, before importing into or exporting out of the United States, re-exporting, or otherwise retransferring and information, software, or hardware received from Blue Origin or developed by Supplier for Blue Origin.
- F.** “FAR” means Federal Acquisition Regulations (full text may be accessed electronically at <https://www.acquisition.gov/browse/index/far>).
- G.** “Free on Board” has the meaning in the Uniform Commercial Code in effect at the time of this Purchase Order and will apply to domestic shipments from the U.S., but for shipments to Blue Origin from outside the United States, the INCOTERMS as it may be amended, will be used for shipping terms.
- H.** “Intellectual Property” means all: (i) compositions, works of authorship, computer programs, products, devices, techniques, know-how, algorithms, methods, processes, inventions, discoveries, and improvements, whether or not patentable or copyrightable and whether or not reduced to practice; (ii) compositions, works of authorship, and documented information in whatever form such as information embodied in drawings, test data, specifications, process documents, technical reports; and (iii) domestic and foreign legal and statutory rights to the foregoing including, but not limited to, patents, trademarks, trade secrets, copyrights, mask work registrations, and the like, whether registered or unregistered and including applications for the grant of any such rights and any and all forms of protection having equivalent or similar effect anywhere in the world and any rights under licenses in relation to such rights.
- I.** “Personally Identifiable Information” means all information made available or provided to Supplier under the Purchase Order that can potentially be used to uniquely identify, contact, or locate a single person including, but not limited to; Social Security Number, unpublished personal telephone number or home address, personal email address, driver’s license number, credit card numbers, and digital identity.
- J.** “Processing of Personal Data” means any operations performed on Personal Data or sets of Personal Data (whether those operations are automated or not), such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- K.** “Products” means, as applicable, the goods, items, services, and other deliverables to be supplied to Blue Origin by Supplier under this Purchase Order.
- L.** “Purchase Order” means the contract formed between Supplier and Blue Origin, including this written or electronic order for Product(s), all applicable specifications, requirements documents, exhibits, and Supplier’s acceptance (if such acceptance is in writing).
- M.** “Procurement Representative” means the person authorized by Blue Origin’s procurement organization to administer this Purchase Order.
- N.** “Protected Health Information” means medical records and information of an individual as defined by HIPAA (Health Insurance Portability and Accountability Act of 1996).
- O.** “Specified” means as specified on the face of this Purchase Order.
- P.** “Supplier” means the individual or entity Specified as recipient of this Purchase Order.