2. DEFINITIONS

b. L3Harris shall mean L3Harris Technologies, Inc.

c. "Agreement," Contract and Contract Documents" mean the meanings set forth below:

2. DEFINITIONS

b. Acceptance

This Agreement may be accepted only by the Contractor's agreement to all the terms and conditions appearing herein or added as supplements hereto. Acceptance may be made by executing the acknowledgment copy attached hereto and returning it to L3Harris or by part performance hereunder, and any such acceptance shall constitute an unqualified agreement to the terms and conditions set forth herein unless otherwise modified in writing by both parties. No additional or different terms and conditions proposed by the Contractor in accepting this Agreement shall be binding upon L3Harris unless accepted in writing by L3Harris, and no other addition, alteration or modification to, and no waiver of any of the provisions herein contained shall be valid unless made in writing and executed by L3Harris and Contractor.

c. The title and subheadings used in these General Provisions, as well as in other parts of the Contract Documents, are for convenience reference only and shall not be taken, or considered, as having any bearing on the interpretation of said Contract documents.

d. Specific terms contained in the Contract Documents shall be taken to impart meaning with respect to matters therein and specifically set forth and shall not be construed as defining or limiting any general term or condition contained in the Contract Documents irrespective of the relative position of the terms in this Contract.

e. Wherever in the specifications or upon the drawings the words directed, required, ordered, designated, prescribed, or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of L3Harris specifically designated representative is intended; and similarly, the words approved, acceptable, satisfactory, or words of like import shall mean approved by, acceptable to, or satisfactory to such designated representative, unless otherwise expressly stated.

f. All notices, orders, directions, determinations, requirements, consents, approvals, or ratifications under this Contract shall be in writing. No oral statement shall in any manner or degree modify or otherwise affect the terms of this Contract; and, except as otherwise therein provided, no charge shall be made for any extra work or material unless the same has been ordered in writing by L3Harris.

g. The Contract Documents are complementary, and what is called for by any one clause shall be as binding as if called for by all. The intention of this document is to include all labor and materials, equipment, and transportation necessary for the proper and complete execution of the work.

3. SITE INVESTIGATIONS AND REPRESENTATIONS

a. The Contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, river stages, ground water, or similar physical conditions at the Site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters upon which information is reasonably ascertainable and which can in any way affect the work or the cost thereof under this Contract.

b. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the Site including all exploratory work done by L3Harris as well as from information presented by the drawings and specifications made a part of this Contract.

c. Failure by the Contractor to take the actions described or acknowledged by this paragraph or to acquaint himself with all available information shall not relieve him of responsibility for successfully performing the work. L3Harris assumes no responsibility for any understanding or representations made by any of L3Harris' officers or agents during or prior to the execution of this Contract, unless: (i) such understanding or representations are expressly stated in the Contract or authorized by a L3Harris designated procurement representative in writing, and (ii) the Contract expressly provides that the responsibility therefor is assumed by L3Harris.

d. Where alterations of and/or additions to existing construction are required under this Contract, the Contractor shall verify all dimensions and determine all existing conditions which may affect his work and shall be responsible for the accuracy of such dimensions and determinations.

e. L3Harris may undertake or award other Contracts for additional work and the Contractor shall fully cooperate with such other Contractors and L3Harris employees and shall not permit any act which will interfere with performance of work by any other Contractor or by L3Harris employees.

4. CHANGES IN THE WORK

a. Without invalidating the Agreement, L3Harris may order changes in the work after the execution of the Contract; these will be authorized by a Change Order or a Work Directive Change.

b. A Change Order is a document signed by L3Harris and Contractor, authorizing an addition, deletion or revision in the work, and/or adjustment in the Contract price or time, issued on or after the effective date of the Agreement.

c. A Work Directive Change is a written directive authorized and issued by L3Harris' representative in the absence of total agreement on the change order terms and/or prior to the preparation and execution of a formal change order, ordering an addition, deletion or revision of the work, or responding to unforeseen physical conditions under which the work is to be performed or to emergencies. A Work Directive Change may not change the Contract price or time, but is evidence that the parties expect that the Work Directive Change will be
5. PAYMENTS

a. When expressly authorized in the purchase agreement, partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable, or at more frequent intervals as determined by L3Harris, on estimates made by Contractor and approved by L3Harris. In preparing estimates the material delivered on the Site and preparatory work done may be taken into consideration. Such payments shall be made on submission of itemized requests by the Contractor and shall be subject to reduction for overpayments or increase for underpayments on preceding payments to the Contractor.

b. In making such partial payments there shall be retained ten (10) percent of the estimated amount until final completion and acceptance of all work covered by the Contract; provided, however, that L3Harris, at any time after fifty (50) percent of the work has been completed, if it finds that satisfactory progress is being made, may reduce the amount of retainage or make any of the remaining partial payments in full; and, provided further, that on completion and acceptance of each building, or other division of the Contract, on which the price is stated separately in the specifications and shall at all times give L3Harris access thereto. All materials and work upon which payments have been made or the restoration of any damaged or destroyed work or as a waiver of the right of L3Harris to require the fulfillment of all of the terms of the Contract. Risk of loss shall only be assumed by L3Harris upon final acceptance or to the extent of beneficial occupancy.

c. Upon completion and final acceptance of all work required hereunder, the amount due the Contractor under this Contract will be paid upon the presentation of a properly completed and duly certified voucher therefor, after the Contractor shall have furnished L3Harris with an affidavit as required under the provisions of Paragraph (3)(d) of Section 713.06 of the Florida Statutes, in effect on the date of this Contract. If the Contractor's Claim to amounts payable under the Contract has been assigned, a formal written release may be required of the assignee, at the option of L3Harris, prior to final payment.

d. The Contractor may, if any Subcontractor, materialman, supplier or other persons claiming or entitled at law to make a Claim under this Contract, refuses to furnish a release or receipt in full, furnish a bond satisfactory to L3Harris, to indemnify L3Harris against any lien. If any lien shall remain unsatisfied after L3Harris shall have made all payments required under the terms hereof, the Contractor shall refund to L3Harris all monies that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

f. The obligation of L3Harris to make the payments required under the provisions of this Contract shall, in the discretion of L3Harris, be subject to (i) reasonable deductions on amount of defects in material or workmanship, and (ii) any Claims which L3Harris may have against the Contractor. Any overpayments to the Contractor shall, unless otherwise adjusted, be repaid to L3Harris upon demand.

6. BONDS

a. In the event this Contract exceeds $25,000 the following provisions apply: \[ \text{Payment Bonds} \]

b. Performance Bond

The Contractor shall furnish a performance bond with good and sufficient surety or sureties in a form acceptable to L3Harris for the protection of persons furnishing materials and labor in connection with the performance of the work under this Contract. The personal sum of such payment bond shall be one hundred (100) percent of the Contract price.

c. Date of Bonds

The Contractor shall furnish a performance bond dated as of the date of the Contract and prior to beginning any work.

d. Additional Bond Security

If any surety upon any bond furnished in connection with this Contract is unacceptable to L3Harris, the Contractor shall promptly furnish such other security as shall be acceptable to L3Harris to protect the interests of L3Harris and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

e. In the event this Contract is $25,000 or less the bond is specifically waived by L3Harris the following provision applies:

7. SPECIFICATIONS AND DRAWINGS

a. The Contractor shall keep on the Site a copy of the drawings and specifications and shall at all times give L3Harris access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between drawings and specifications, the specifications shall govern. In any case of discrepancy either the drawings or the specifications the matter shall be promptly submitted to an authorized L3Harris Procurement Representative, who shall promptly make a determination in writing. Any adjustment by the Contractor without this written determination shall be at the Contractor's own risk and expense. L3Harris shall furnish from time to time such detail drawings and other information as may be considered necessary, unless otherwise provided.

b. Omission and Misdicributions

Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications or which are customarily performed, shall not
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L3Harris will make such prints as are required and will return the tracing to the Contractor. All drawings shall become the property of L3Harris, and L3Harris shall be entitled, without further payment or liability to the Contractor and without further permission, to use such drawings and to reproduce them; provided, however, the use of such drawings shall not imply a license to L3Harris under any patent and shall not be construed as affecting the scope of any license otherwise granted to L3Harris under any patent.

i. The Contractor shall furnish to L3Harris four (4) complete sets of certified shop drawings, a complete list of materials to be used, fabrication and welding procedures, specifications, and any applicable standards and shall receive L3Harris written approval of the drawings or specifications, as noted, before starting fabrication. All required corrections shall be made and current shop drawings shall be submitted for approval prior to commencing fabrication.

j. Approvals of shop drawings shall not relieve the Contractor from responsibility of producing completed and installed work in strict conformance with the drawings, specifications, Contractor's approved drawings and specifications, and applicable codes and regulations. L3Harris will not assume the responsibility for searching out deviations in the Contractor's shop drawings and specifications.

k. Upon completion of the work, one print of each of the drawings accompanying this specification and any drawings subsequently issued in accordance with the stipulations heretofore set forth shall be neatly and clearly marked Min red Mtto show all variations between the construction actually provided and that indicated or specified by the Contract Documents, and shall be delivered to L3Harris. Where a choice of material, equipment, and/or methods is permitted herein, or where variations in the scope or character of the work from that indicated or specified is permitted by subsequent change to the Contract, such choices or variations shall be reflected by the “as-built” drawings. The representations and such supplementary notes, legends, and details as may be necessary for legibility and clear portrayal on the as-built construction prints shall be subject to approval by L3Harris before final acceptance of the facility.

8. SUPERSEDMING SPECIFICATIONS

All references to any L3Harris specification incorporated herein to other specifications shall be deemed to include all specifications supplementary to or superseding the specifications so referred to, to the extent that such supplementary or superseding specifications are not inconsistent with the Contract Documents, and shall be delivered to L3Harris. Where a choice of material, equipment, and/or methods is permitted herein, or where variations in the scope or character of the work from that indicated or specified is permitted by subsequent change to the Contract, such choices or variations shall be reflected by the “as-built” drawings. The representations and such supplementary notes, legends, and details as may be necessary for legibility and clear portrayal on the as-built construction prints shall be subject to approval by L3Harris before final acceptance of the facility.

9. SUPERINTENDENCE AND ORGANIZATION

a. The Contractor shall keep on the Site, a competent superintendent and any necessary assistants, with legal authority to represent and bind the Contractor, all satisfactory to L3Harris. The superintendent shall give efficient and sufficient supervision to the work, using his best skill and attention. The superintendent shall carefully study and compare all drawings, specifications and other instructions and shall at once report to L3Harris any error, inconsistency or omission which may be discovered.

b. The Contractor shall submit to L3Harris, when the Contract is executed, a written showing the general executive and administrative organization, the personnel to be employed in connection with the work under this Contract, and their respective duties. The Contractor shall keep the data current by supplementing the data as needed.

c. If the Contractor is comprised of more than one legal entity each such entity shall be jointly and severally liable for the performance of this Contract. All multiple entity Contractors shall submit the documents reflecting each entities rights, obligations and authority in the performance of this Contract. The existence of a multiple legal entity Contractor shall not relieve the Contractor from providing a person or persons, during hours of
10. QUALITY OF MATERIALS AND EQUIPMENT
   a. Articles, materials, and equipment to be incorporated into the work shall be new and unused unless otherwise specifically authorized in writing by L3Harris.
   b. Materials or equipment designated on the drawings or in these specifications by manufacturer's trade name or catalog number represents the type and quality required. The Contractor may offer comparable items, and if approved by L3Harris, such items may be used in the work. If no substitute is offered, it is understood that only the specified material will be used. Approvals of substitutions will not relieve the Contractor of the responsibility for satisfactory performance of the work.
   c. Unless waived in writing by L3Harris, any tests or trials shall be made in the presence of a duly authorized inspector of L3Harris. When the presence of the inspector is waived, sworn statements, in triplicate, of the test made and the results thereof shall be furnished to L3Harris by the Contractor immediately after the tests are made.
   d. L3Harris may engage, at its expense, testing laboratories to verify Contractor's compliance with the specifications and drawings.
   e. All materials, supplies, and articles furnished shall, wherever practicable, be the standard products of recognized, reputable manufacturers in the trade. Reference in these specifications to a particular product is given for descriptive purposes only unless otherwise specifically stated. The standard products of manufacturers other than specified will be accepted when it is proved to the satisfaction of L3Harris that they are equal in strength, durability and usefulness, and equally serviceable for the purpose for which they are intended and do not require a major revision in design in order to permit their use. Any changes required in the details and dimensions indicated on the drawings, for the substitution of standard products, other than those provided for, shall be properly made as approved by L3Harris and at the expense of the Contractor.

11. WARRANTY AND CORRECTION OF DEFECTS
   a. Except as otherwise expressly provided in this Contract, the Contractor warrants all work to be free from defects of design, material, and workmanship, for a period of one year from date of final acceptance of the entire work, and the Contractor shall promptly, after receipt of written notice, correct, at its own expense, all defects developing during this one year period.
   b. All Subcontractors' manufacturers or suppliers' warranties and guarantees, expressed or implied, respecting any material or equipment used in or a part of the work shall be deemed obtained by the Contractor for L3Harris and all such warranties and guarantees shall inure to the benefit of L3Harris and its assigns without the necessity of separate transfer or assignment thereof.
   c. Neither final payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials, workmanship, or design (where design is the Contractor's responsibility) and, unless otherwise specified, the Contractor shall remedy any defects due thereto and pay for any damages to the work resulting therefrom which shall appear within a period of one year from the date of final acceptance.
   d. The remedies provided for in this Clause shall not be restrictive but shall be cumulative and be in addition to all other remedies of L3Harris with respect to latent defects or fraud.

12. INSPECTION AND ACCEPTANCE
   a. Except as otherwise provided, all material, workmanship, and equipment to be fabricated and delivered shall be subject to inspection, examination and test by L3Harris at reasonable times during manufacture or construction and at any and all places where such manufacture or construction is carried on. L3Harris shall have the right to reject or require correction of defective materials and workmanship. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge to L3Harris therefore, and the Contractor shall promptly segregate and remove the rejected material from the premises. If the Contractor fails to proceed at once with the replacement of rejected material or the correction of defective workmanship, L3Harris may, by Contract or otherwise, replace such material or correct such workmanship and charge the cost thereof directly or by setoff to the Contractor, or may terminate the right of the Contractor to proceed as provided in the Clause of this Contract entitled 'Termination for Default,' and in the latter case the Contractor and surety shall be liable for any damage to the same extent as provided in said Clause for terminations thereunder.
   b. The Contractor shall furnish promptly without additional charge all reasonable facilities, labor and materials necessary for the said and convenient inspections and tests that may be required by L3Harris. All inspections and tests by L3Harris shall be performed in such manner as not to unduly delay the work. The Contractor shall be charged with any additional cost of inspection when materials and workmanship are not ready at the time specified for inspection. Any subsequent re-inspection which is required due to Contractor failing initial testing or inspection shall be charged to the Contractor.
   c. Should it be considered necessary or advisable by L3Harris at any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall, upon request, promptly furnish all necessary facilities, labor and material. If such work is found to be defective or nonconforming in any material respect, due to the fault of the Contractor or its Subcontractor, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. All such work found nondefective and conforming shall be reinstalled and an equitable adjustment for the necessary time, labor and material provided for reconstruction by the Contractor.
   d. Nothing contained in this Clause shall in any way restrict L3Harris' rights under the Clause hereof entitled 'Warranty and Correction of Defects.' Acceptance shall be final and conclusive except for latent defects, fraud, or gross mistakes amounting to fraud.

13. USE OF STRUCTURE BEFORE ACCEPTANCE
   a. L3Harris or any person duly authorized by L3Harris may, during the performance of the work, enter the structure or construction area for the purpose of performing any necessary work. In doing so, L3Harris shall endeavor not to interfere with the Contractor and the Contractor shall not interfere with other work being done by or on behalf of L3Harris.
   b. If, prior to completion and final acceptance of all the work, L3Harris takes possession of any structure or portion thereof (whether completed or otherwise) with the intent of retaining possession thereof (as distinguished from temporary possession contemplated herein to the Contractor), then while L3Harris is in possession the Contractor, notwithstanding any other provision herein, shall be relieved of the responsibility for loss or damage to the structure other than that resulting from the Contractor's fault or negligence. Such taking of possession by L3Harris shall not relieve the Contractor from any provisions of this Contract respecting such structure, nor constitute a final acceptance of such structure.

14. TERMINATION FOR DEFAULT
   a. If the Contractor refuses or fails to prosecute the work, or any separable part thereof, or to perform other requirements under this Contract, with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, or fails to complete the work within such time, L3Harris
may, by written notice to the Contractor, terminate the right to proceed with the work (or such separable part of the work) as to which there has been delay. In such event L3Harris may take over the work and prosecute the same to completion, by Contract or otherwise and L3Harris may take possession of and use any materials, appliances, and plant on the work Site necessary for completing the work and the Contractor and his sureties shall be liable to L3Harris for any excess cost occasioned to L3Harris thereby, and for liquidated damages for delay, as fixed in the specifications or accompanying documents, until such reasonable time as may be required for the final completion of the work, or if liquidated damages are not so fixed, actual damages occasioned by such delay.

b. If L3Harris does NOT terminate the right of the Contractor to proceed, as provided in Paragraph a above, the Contractor shall continue the work, in which event he and his sureties shall be liable to L3Harris, in the amount set forth in the specifications, or accompanying documents, for fixed, agreed, liquidated damages for each calendar day of delay until the work is completed or accepted, or if liquidated damages are not so fixed, actual damages occasioned by such delay.

c. The right of the Contractor to proceed shall not be terminated, as provided in Paragraph a above, nor the Contractor charged with liquidated or actual damages, as provided in Paragraph b above because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to: (i) acts of God or of the public enemy, (ii) acts of the Government in its sovereign capacity, (iii) acts of another Contractor in the performance of a Contract with L3Harris, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) freight embargoes, (ix) unusually severe weather, or (x) delays of Subcontractors or suppliers due to such specified causes; provided, that the Contractor shall within ten (10) days from the beginning of any such delay, notify L3Harris in writing of the specific cause of delay.

d. L3Harris shall ascertain the facts and the event of delay. If L3Harris so determines the facts warrant such action, the time for completing the work may be extended. The findings of L3Harris shall be final and conclusive on the parties, but subject to appeal under the Disputes Clause.

15. TERMINATION FOR CONVENIENCE

a. L3Harris may terminate performance of work under this Contract in whole, or from time to time, in part if L3Harris determines that a termination is in L3Harris’ interest, L3Harris shall terminate by delivering to the Contractor a ‘Notice of Termination’ specifying the extent of termination and the effective date.

b. After receipt of a ‘Notice of Termination’, and except as directed by L3Harris, the Contractor shall immediately proceed with the following obligations in determining or adjusting any amounts due under this Clause:

1) Stop work as specified in the notice.
2) Place no further Subcontracts or orders (referred to as Subcontracts in this Clause) for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.
3) Terminate all Subcontracts to the extent they relate to the work terminated.
4) To the extent required by L3Harris settle all outstanding liabilities and termination settlement proposals arising from the termination of Subcontracts.
5) As directed by L3Harris, transfer title and deliver to L3Harris (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to L3Harris.
6) Take any action that may be necessary, or that L3Harris may direct, for the protection and preservation of the property related to this Contract that is in the possession of the Contractor and in which L3Harris has or may acquire an interest.

c. The Contractor shall submit to L3Harris a list, certified as to quantity and quality, of termination inventory.

d. After termination, the Contractor shall submit a final termination settlement proposal to L3Harris in the form and with the certification prescribed by L3Harris. The Contractor shall submit the proposal promptly, but no later than ninety (90) days from the effective date of termination, unless extended in writing by L3Harris upon written request of the Contractor within this 90 day period. However, if L3Harris determines that the facts justify it, a termination settlement proposal may be received and acted on after the 90 days or any extension. If the Contractor fails to submit the proposal within the time allowed, L3Harris may determine on the basis of the information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

e. Subject to Paragraph d above, the Contractor and L3Harris may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this Paragraph e or Paragraph f below may not exceed the total Contract price as reduced by (i) the amount of payments previously made, and (ii) the Contract price of work not terminated. The Contract shall be amended, and the Contractor paid the agreed amount. Paragraph f below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

f. If the Contractor and L3Harris fail to agree on the whole amount to be paid to the Contractor because of the termination of work, L3Harris shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under Paragraph e above:

1) For Contract work performed before the effective date of termination, the total (without duplication of any items) of:
   a) The cost of this performed work.
   b) The cost of settling and paying termination settlement proposals under terminated Subcontracts that are properly chargeable to the terminated portion of the Contract if not included in Subdivision 1) above; and
   c) A sum, as profit 1) above, in effect on the date of this Contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, L3Harris shall allow no profit under this Subdivision c) and shall reduce the settlement to reflect the indicated rate of loss.

2) The reasonable costs of settlement of the work terminated.

g. Except to the extent that L3Harris expressly assumed the risk of loss, L3Harris shall exclude from the amounts payable to the Contractor under Paragraph f above, the fair value, as determined by L3Harris of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to L3Harris.

h. In arriving at the amount due the Contractor under this Clause, there shall be deducted:

1) Payments to the Contractor under the terminated portion of this Contract; and
2) Any claims which L3Harris has against the Contractor under this Contract.

i. If the termination is partial, the Contractor may file a proposal with L3Harris for an equitable adjustment of the continued portion of the Contract. Any proposal by the Contractor for an equitable adjustment under this Clause shall be requested within 90 days from the effective date of termination unless extended in writing by L3Harris.

j. Unless otherwise provided in this Contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this Contract and provide a copy to L3Harris on final settlement. This includes all books and other evidence bearing on the Contractor’s costs and expenses under this Contract. The Contractor shall make these records and documents available to L3Harris without charge. Photographs,
microphotographs, or other authentic reproductions may be provided instead of original records and documents.

16. RECORDS
   a. The Contractor agrees, that L3Harris shall, until the expiration of three years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.
   b. Contractor shall keep all invoices for labor, materials, tools, services, permits, licenses, etc., incurred in connection with this Contract on a current basis and if required by L3Harris, shall present further evidence that payment therefore has been made.

17. SUBCONTRACTORS
   The Contractor shall at all times select qualified vendors and Subcontractors for performance of all Subcontract work and the furnishing of materials and supplies. Prior to commencement of necessary procurement on a Subcontract basis L3Harris reserves the right to refuse or reject any Subcontractor or supply dealer. Nothing noted in any of Contractor's Subcontracts hereunder shall create any contractual relation between Contractor's Subcontractors or suppliers and L3Harris under this Contract.

18. NOTICE OF LABOR DISPUTES
   Whenever an actual or potential labor dispute is delaying or threatens to delay the performance of this Contract, the Contractor shall immediately give written notice thereof to L3Harris. Said notice shall contain all relevant information with respect to such dispute.
19. COMPLIANCE WITH LAWS AND REGULATIONS
a. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and building codes of the Federal, State and local governments, including without limitation, applicable security and labor laws and regulations. It is agreed that employees supplied for the performance of the work hereunder by Contractor are not employees of L3Harris and are not entitled to L3Harris' employee benefits or privileges or any payments from L3Harris. Contractor shall pay the salaries and wages of said employees together with applicable taxes and any other expenses normally paid by an employer in connection with its employees in the state in which the work will be performed.

b. Contractor's employees, when performing work hereunder, shall be subject to all laws, ordinances, rules and regulations and without notice to L3Harris, the Contractor shall bear all compliance costs arising therefrom.

c. All employees of the Contractor and Subcontractors shall be subject to the applicable safety and security rules and regulations governing L3Harris employees while on L3Harris property.

20. L3HARRIS PROPERTY
a. L3Harris will deliver to the Contractor for use in connection with and under the terms of the Contract only such L3Harris property as may be described in the Contract or specifications together with such related data and information as may reasonably be required for the intended use of such property, hereinafter referred to as 'L3Harris Property.' The delivery or performance dates for the supplies or services to be furnished by the Contractor under this Contract are based upon the expectation that L3Harris property is suitable for the intended use and will be delivered to the Contractor at the times stated in the Contract, or, if not so stated, in sufficient time to enable the Contractor to meet required delivery or performance dates. In the event that L3Harris property is not delivered to the Contractor by such time or times, L3Harris shall, upon timely written request made by the Contractor, make a determination of the delay occasioned the Contractor and shall equitably adjust the Contract. In the event that L3Harris property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt thereof, immediately notify L3Harris of such fact and, as directed by L3Harris, either (i) return such property at L3Harris' expense or otherwise dispose of the property, or (ii) effect repairs or modifications. Upon completion of (i) or (ii) above, L3Harris shall, upon written request of the Contractor, equitably adjust the Contract affected by the return or disposition, or the repair or modification of the property. The foregoing provisions for adjustment are exclusive and L3Harris shall not be liable for breach of Contract by reason of any delays in delivery of L3Harris property or delivery of such property in a condition not suitable for its intended use to the Contractor.

b. Title to all property furnished under the provisions of this Clause shall remain in L3Harris. All property furnished by L3Harris shall be segregated when not in the process of being made a part of the structure.

c. Upon receipt of L3Harris property from a source other than L3Harris, the Contractor shall forward to L3Harris a signed packing slip receipt, together with such other forms as may be required by L3Harris, evidencing that certain material has been received. These documents shall show the total amount of material received in any one shipment, the amount accepted, the amount rejected and the reason therefore, and such other information as L3Harris shall request.

d. The Contractor shall be liable for loss or destruction of, or damage to, L3Harris property in Contractor's possession or control for the utilization of the property in accordance with the provisions of this Contract. Contractor shall return all excess or returnable property in as good condition as when received, except for reasonable wear and tear.

e. L3Harris may, during the course of this Contract, furnish equipment such as scaffolding, ladders, lifts, etc., (all of which are hereinafter referred to as "equipment") for Contractor's use in performing work hereunder. Equipment is furnished as a convenience to Contractor on an "as-is," "where-is," basis and L3Harris assumes no liability for the condition of the equipment or for its suitability for use by Contractor in the performance of work hereunder. All equipment shall be returned to L3Harris in the same condition received, normal wear and tear excepted. In the event equipment is offered for the Contractor's use, Contractor shall inspect equipment and determine, prior to use, that it is safe and satisfactory. Contractor shall return to L3Harris any equipment determined not to be safe, satisfactory or suitable for use in performing the work hereunder. Contractor shall be deemed to have conclusively determined that all equipment furnished is safe, satisfactory and suitable for the intended use. Contractor shall not commence work hereunder unless and until it shall have familiarized itself and its personnel in the proper use and safe operation of all equipment furnished. Thereafter, Contractor shall ensure that its personnel use and operate all equipment in a safe and proper manner.

21. INDEMNITY FOR INFRINGEMENT
Contractor shall, at its expense, hold harmless and defend L3Harris, its customers and all other persons claiming under L3Harris, against any suit or suits for alleged or actual infringement of any copyright, trademark, patent or proprietary data or process and shall indemnify L3Harris against any suit or suits for alleged or actual infringement of any copyright, trademark, patent or proprietary data or process and shall indemnify L3Harris against all damages, costs, and expenses arising out of supplies furnished or work performed under this Contract.

22. NOTICE AND ASSISTANCE REGARDING PATENT INFRINGEMENT
a. The Contractor shall report to L3Harris promptly and in reasonably written detail, each notice or claim of patent infringement based on the performance of this Contract of which the Contractor has knowledge.

b. In the event of litigation against L3Harris on account of any claim of patent infringement arising out of the performance of this Contract or out of the use of any supplies or processes furnished or work or services performed hereunder, the Contractor shall furnish to L3Harris upon request, all evidence and information in possession of the Contractor, pertaining to such litigation.

23. REPRODUCTION AND USE OF TECHNICAL DATA
The Contractor agrees to and does hereby grant to L3Harris, to the full extent of the Contractor's right to do so without payment of compensation to others, the right to reproduce, use and disclose for L3Harris purposes all or any part of the reports, drawings, blueprints, shop drawings, data and technical information used by Contractor or specified to be delivered by the Contractor to L3Harris under this Contract.

24. CONTRACTOR'S EMPLOYEES
The Contractor shall be responsible for requiring each employee engaged on the Site to display such identification as may be approved and directed by L3Harris. All prescribed identification shall immediately be delivered to L3Harris for cancellation, upon the release of any employee. When required by L3Harris, the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project. L3Harris reserves the right to reject any of Contractor's employees or have Contractor reject any Subcontractor's employees whose conduct is unacceptable to L3Harris or for any other just cause.

25. ASSIGNMENTS
Contractor shall not assign or any portion of this Contract. Any moraries due or to become due hereunder as a result of performance of this Contract may be assigned provided that such assignment
shall not be binding upon L3Harris until receipt of a copy of the financial assignment agreement is received, acknowledged and the assignment is accepted by L3Harris thereunder.

26. GRATUITIES AND IMPROPER INFLUENCES
a. L3Harris may by written notice to the Contractor terminate the right of the Contractor to proceed under this Contract if L3Harris has reasonable cause to believe that gratuities (in the form of entertainment, gifts, kickbacks, or otherwise) were offered or given by the Contractor, or an agent or representative of the Contractor, to an officer or employee of L3Harris with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amendment of a Contract, or the making of any determination with respect to the performance of such Contract.
b. In the event this Contract is terminated, as provided in Paragraph a hereof, L3Harris shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a material breach of the Contract by the Contractor.
c. The rights and remedies of L3Harris provided in this Clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
d. Contractor's attention is directed to the 41 U.S.C. 51 et seq, which imposes significant civil and criminal penalties for the giving of or attempting to give kickbacks for the purpose of improperly obtaining favorable treatment by Contractors or Subcontractors as defined therein. Contractor's attention is also directed to 31 U.S.C. 3729 et seq concerning the filing of false claims.

27. INSURANCE
a. Unless higher limits are specified elsewhere in this Contract, the Contractor shall maintain, at his expense: (i) Workmen's Compensation and Employer's Liability to meet statutory liability limits; (ii) Comprehensive General Liability of $1,000,000 bodily injury, $1,000,000 property damage, and $1,000,000 per occurrence; (iii) Comprehensive Automobile Liability of at least $500,000 per person and $500,000 per occurrence for bodily injury and $500,000 per occurrence for property damage; and other such insurance as will furnish reasonable protection against Claims which may arise from performance under this Contract, whether such performance be by the Contractor or others whose services are engaged by the Contractor or anyone directly or indirectly employed by either of them. Certificates of such insurance shall be filed with L3Harris and shall be subject to the approval of L3Harris before work is commenced under this Contract. Provisions shall be made for thirty (30) days' advance written notice, by mail to L3Harris, of changes in or cancellation of any such insurance. If a self-insurer, the Contractor will be required to furnish evidence that he has been qualified by the appropriate State Insurance Department in place of furnishing a Certificate of Insurance.
b. Failure on the part of the Contractor to furnish such certificate or proof of self-insurance prior to the commencement of work or to continue to maintain such insurance during the performance of this Contract shall be cause for the Contractor to be declared in default under this Contract and such default shall not be deemed an excusable default but shall specifically fall within the provisions provided therein for Termination for Default, anything contained therein to the contrary notwithstanding.
c. If the work to be performed involves demolition, blasting, underground work, excavation or rigging, all exclusions in the Contractor's general liability policy should be deleted. The Contractor's general liability policy should be written on an occurrence form.

1) Since the Contract price agreed upon, and any Subcontractor costs involved, for the performance of work under this Contract includes the cost of Workmen's Compensation Insurance, the Contractor shall, prior to beginning any projects, furnish to L3Harris from its Workmen's Compensation Insurance carrier, the following ‘Alternate Employer Endorsement,’ with L3Harris named as an alternate employer. It shall also require each Subcontractor, who is to have workers performing work on L3Harris premises, to furnish L3Harris an alternate employer endorsement, in favor of L3Harris prior to any such workers performing any work on L3Harris premises.

ALTERNATE EMPLOYER ENDORSEMENT
It is agreed that the company will pay on behalf of, or reimburse L3Harris (herein called the alternate employer) all compensation and other benefits required under a Workmen's Compensation Law designated in the policy, for damages which may arise pursuant to the master-servant relationship, that the alternate employer is legally obligated to pay because of bodily injury by accident, or disease, including death at any time resulting therefrom, sustained by an employee of the insured arising out of and in the course of work performed by the insured for the alternate employer.

With respect to damages, this agreement is subject to the applicable limit of liability under the policy and to all of the other terms of the policy not inconsistent herewith.

2) In the event the Contractor or any Subcontractor fails to obtain and furnish such alternate employer endorsement, the following clause will automatically apply to their Contract and all work performed hereunder:

WAIVER OF CLAIMS AND SUBROGATION RIGHTS
The Contractor agrees that the fixed price or cost of performing the work herein includes the cost of purchasing Workmen's Compensation Insurance. The Contractor, therefore, hereby waives any liens, any right of subrogation or any other right of the Contractor and/or its insurance carrier(s) to recover from L3Harris Technologies, Inc. any amounts paid under such insurance policies to any of the Contractor's employees alleged to have suffered injury, death or disease as a result of or in connection with performance of this Contract.

3) The Contractor agrees that it will include this Clause 27(d) in each Contract under which workers will be performing work or services on L3Harris premises.

28. PROGRESS CHARTS AND REQUIREMENTS FOR OVERTIME WORK
a. The Contractor shall, prior to commencement of work, prepare and submit for approval three copies of a practicable schedule, showing the order in which the Contractor proposes to perform the work, the dates on which he will start the several salient features (including procurement of materials, plant and equipment) and the contemplated dates for completing each portion. The chart shall be in the form of a progress chart of suitable scale to indicate the percentage or work scheduled for completion at any time.

b. The Contractor shall weekly enter the actual progress on a copy of the approved chart and submit the annotated chart to L3Harris. If, in the opinion of L3Harris, the Contractor falls behind the initially approved schedule of Paragraph a above, the Contractor shall take steps necessary to improve the Contractor's performance in the position initially scheduled on the approved progress chart. If the Contractor fails to voluntarily take sufficient steps to become current in accordance with the approved progress chart, then L3Harris may demand that the Contractor increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplemental schedule, in chart form, as L3Harris deems necessary to demonstrate how the initially approved rate of progress was obtained.

c. Failure of the Contractor to comply with the requirements of L3Harris under this provision shall be grounds for determination by L3Harris that the Contractor is not prosecuting the work with such diligence as will ensure completion within the time specified. Upon such determination, L3Harris may terminate the Contractor's right to proceed with the work or any separable part thereof, in accordance with the Clause hereof entitled "Termination for Default."

29. REMOVAL OF EQUIPMENT AND CLEANUP
a. The Contractor shall at all times keep the work area, including storage areas used by it and its Subcontractors, free from
general provisions—fixed price construction contract

31. PROTECTION OF MATERIALS AND WORK PERFORMED

a. The Contractor shall at all times protect and preserve all materials, supplies equipment of every description including property furnished or owned by L3Harris and L3Harris Contractors and all work performed. All reasonable requests of L3Harris to enclose or specially protect such property shall be complied with at no cost to L3Harris. If, as determined by L3Harris, material, equipment, supplies and work performed are not protected by the Contractor, such property may be protected by L3Harris, and the cost thereof may be charged to the Contractor or deducted from any payments due the Contractor.

b. All necessary materials, tools and equipment to be utilized in the performance of this Contract shall be consigned to and delivered to the Contractor at the Site and shall be the Contractor’s responsibility to unload and safeguard from all hazards. The storage of lumber, roofing paper or other combustible supplies shall be at a safe distance from structures.

c. The Contractor shall protect the materials and work from deterioration and damage during construction and shall store and secure inflammable material from fire, remove oily rags, waste, and refuse from buildings each night, and during cold weather furnish safe heating necessary for the proper conduct of the work. Contractor shall provide and maintain all temporary walkways, roadways trench covers, barricades, colored lights, danger signals, and other devices necessary to provide for safety and traffic.

d. The Contractor shall protect from damage all existing improvements and utilities (i) at or near the work Site and (ii) on adjacent property of third parties, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities including those that are the property of a third party, resulting from failure to comply with the requirements of this Contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, L3Harris may have the necessary work performed and charge the cost to the Contractor.

e. Contractors shall familiarize each employee with the location of the nearest fire alarm box prior to commencing work.

f. Any fire, NO MATTER HOW SMALL, shall be reported to the Fire Alarm Department immediately. Extinguished fires shall be promptly reported to the Fire Alarm Department by telephone. The Fire Department is to be notified immediately in case an extinguisher is used. The Contractor shall determine the location of fire alarm boxes nearest his work. The following instructions apply:

1) To contact the Fire Department, dial 911
2) To operate the Fire Alarm Box:
   a) Open door on box;
   b) Remove receiver from rack;
c) This will put you in contact with the dispatcher; tell the dispatcher the nature and location of the fire in detail.

g. Fire hoses or extinguishers in buildings shall not be used for any purpose other than fire. Fire hydrants shall not be used without special permission from the Fire Department except for extinguishing fire, and shall not be blocked at any time by materials or supplies.

h. Where smoking is permitted in buildings undergoing work, all smoking and hot work shall be stopped one-half (1/2) hour before quitting time. Smoking is strictly prohibited in areas where flammable liquids, compressed gases, highly combustible materials or explosives are stored, handled or processed. Smoking or open flames of any kind shall not be permitted on the roof of any L3Harris Technologies, Inc. building.

32. PRESERVATION OF EXISTING VEGETATION
a. The Contractor will preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the Site which does not unreasonably interfere with the work required under this Contract. The Contractor will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment or employees.

b. Care shall be taken by the Contractor in felling trees, authorized for removal, to avoid any unnecessary damage to vegetation that is to remain in place. Any limbs or branches of trees broken or damaged during Contract performance shall be trimmed with a clean cut and painted with an approved tree pruning compound. The Contractor may be required to replace or restore, at its own expense, all vegetation not protected and preserved as required herein that may be destroyed or damaged.

33. ENCUMBRANCES
No materials or supplies for the work contracted for shall be purchased by the Contractor or by any tier-subcontractor working under Contractor which shall be subject to any chattel mortgage or under a conditional sale or other agreement in which an interest is retained by the Seller. The Contractor warrants that the title to all materials and supplies used by the Contractor in the performance of the work hereunder shall be clear of all encumbrances of any nature whatsoever.

34. LIABILITY
a. Contractor shall take all reasonable steps to prevent injury to persons or property in the performance of this Contract and shall comply with all safety regulations of L3Harris applicable to L3Harris' employees or work. Contractor shall be responsible for and hereby agrees to indemnify and save L3Harris harmless from any and all damages to L3Harris' property, or damage to property of or injury to L3Harris' or Contractor's employees, agents, customers, licenses, and invitees on L3Harris' premises.

b. Contractor hereby acknowledges that sufficient, valid, and specific consideration is contained within the total Contract consideration sufficient to support this indemnity from liability provision pursuant to Florida Statutes Annotated Section 725.06.

35. RELEASE OF INFORMATION
a. Contractor must obtain L3Harris' written consent prior to release of any information (whether written or oral) with respect to this Contract, except release of information to its officers and employees, lawyers, and accountants, to the Government and to Subcontractors to the extent necessary to enable them to successfully perform their contractual obligations. This provision shall apply equally to Subcontractors, and Contractor shall include the substance of this provision including this sentence in Subcontracts and Purchase Orders.

b. Contractor hereby agrees not to disclose, either during or subsequent to the performance of this Contract, any information, knowledge, or data of L3Harris which Contractor may receive during the course of performance of this Contract relating to chemical formulae, business processes, methods, machines, manufacturer, compositions, inventions, discoveries, or other matters which are of a proprietary or security nature.

c. Contractor hereby agrees to maintain in confidence all information or knowledge concerning or relating to L3Harris' projects obtained in the performance of this Contract, whether or not such information or knowledge directly relates to the work performed.

d. Should Contractor receive solicitations of any kind to sell or copy articles, plans or materials which are the subject of this Contract for ultimate delivery to any agency or department of the United States, Contractor shall immediately notify L3Harris of the details of the solicitation and request L3Harris' written consent to make such sale, copy or release. L3Harris shall not withhold such consent if the United States has the right to authorize the Contractor to make such sale or copy under contractual agreements with L3Harris.

36. SETOFF
L3Harris shall be entitled at all times to setoff any amount owing at any time from Contractor to L3Harris against any amounts payable at any time by L3Harris.

37. BANKRUPTCY
Either party may terminate this Contract in the event of the appointment of a trustee, receiver, or liquidator for all or a portion of the property of the other party or of any act of bankruptcy by the other as defined in the Bankruptcy Act, as amended, or of any voluntary petition in bankruptcy by the other, and such termination shall be without further obligation to the other except payment of obligations incurred in performance of this Contract prior to any of the fore going occurrences.

38. REPORT OF ACCIDENTS
a. Contractor shall immediately report to L3Harris any accident, injury to, or illness of any of Contractor's employees occurring on premises owned, occupied or controlled by L3Harris. Contractor shall make the initial report orally by telephone to L3Harris Security Office and shall confirm the report in writing, utilizing such report forms as L3Harris may require. When the accident, illness or injury is of the type which requires the Contractor to file with the State of Florida an Employer's first NOTICE OF INJURY form under Workmen's Compensation laws, Contractor shall provide a copy of the filed form to L3Harris (Attn: Cognizant Buyer). In addition, Contractor shall require its employees, who have any information concerning the accident, injury or illness, to furnish written statements for L3Harris' files and use.

b. The Contractor shall impose the requirements of this Clause on Subcontractors of any tier.

39. REQUIREMENTS FOR ESCORTING CONTRACTOR'S EMPLOYEES ENGAGED IN CONSTRUCTION WORK AT L3HARRIS IN RESTRICTED AREAS
a. In the interest of National Security, freedom of access to all areas of L3Harris is restricted. It is therefore essential that Contractor's employees engaged in construction work at L3Harris be escorted and supervised during the entire time they are within any fenced or restricted (controlled) plant area of L3Harris owned or leased structure.

b. Certain rooms, areas or buildings within L3Harris have been declared “Controlled” for National Security purposes. The Contractor's responsibility for escorting and supervising the movement of Contractor's employees who work in these "Controlled" areas is assumed by L3Harris. When Contractor's employees work in any other L3Harris areas not designated "Controlled," the Contractor shall provide for the escorting and supervision of his employees in accordance with the requirements set forth by law. The term 'Contractor's employees' shall also include Contractor's Subcontractor and supplier employees.

c. If the total labor force involved does not exceed five (5) individuals the Contractor's supervisor on the job may serve as the escort provided the assigned duties will allow the supervisor to remain on the job Site at all times that the Contractor has employees at work on the Site. The supervisor will submit proof of U.S. citizenship. L3Harris reserves the right to withdraw escort privileges from the supervisor and to require the Contractor to furnish another individual to act as escort at no additional cost to L3Harris.

d. If the total labor force involved exceeds five (5) individuals, the Contractor must assign to the job a sufficient number of
employees whose time will be devoted exclusively to escorting and supervising the movement of the Contractor employees. Escort(s) must be mature, alert, competent individuals and of such physical and mental condition that they are able to remain with and escort the Contractor's employees at all times. Escort(s) must be able to furnish proof of U.S. citizenship. L3Harris reserves the right to reject any individual designated as escort who is not performing or who is not capable of performing the escort duties in a competent security conscientious manner.

e. All Contractor employees who are designated as escorts, including supervisors, will be given a thorough indoctrination on security requirements by representatives of the L3Harris Security Office. These escorts are accountable to L3Harris and its Security Office for the proper fulfillment of their escort duties for the L3Harris Contractor. It is L3Harris' prerogative, through periodic checks by the Security Office, to ascertain that the Contractor's escort is performing in accordance with security requirements. L3Harris may require the Contractor to replace any escort found unsuitable for the purpose of maintaining proper plant security.

f. The responsibilities of the Contractor's security escort(s) are essentially as follows:

1) At the beginning and conclusion of the day's work, escort the Contractor's employees (in a group) to and from the plant entrance and job Site via the route designated by the L3Harris Security Office.

2) Keep the L3Harris Security Office (Phone Extension: ( ) ) informed regarding the telephone number at which the escort can be reached.

3) At the beginning of the job, assigns the nearest available toilet and drinking fountain for the use of the Contractor's employees and designates the most direct route to reach these facilities.

4) At the beginning of the job, instructs and familiarizes all of the Contractor's employees with the location of the nearest plant hospital, stretcher, fire extinguisher and fire alarm box and instructs all Contractor employees of their proper application and use.

5) When escorts deliver or return Contractor's employees to and from the job Site, the escort must immediately verify that all Contractor's employees are accounted for.

6) Through close supervision, ensures that the Contractor's employees do not use or handle any of L3Harris' tools, machinery or other property that are not authorized by the Contract. Also, ensures that all employees observe the 'No Smoking' rule, if smoking is prohibited, as well as all other rules for conduct and safety as designated by signs in the area.

7) At frequent intervals throughout the day, verify that the Contractor's employees are all accounted for and located in the required work areas.

8) Instructs Contractor's employees that unnecessary conversation with L3Harris employees is not permitted. Also, the carrying of cameras, recording devices, firearms, drugs, explosives, weapons, or intoxicants on L3Harris property is prohibited.

9) Immediately reports any infraction of security requirements to L3Harris Security Office.

40. DISPUTES

In the event of any dispute or disagreement as to Contract provisions or performance, the parties to this Contract agree to make diligent and reasonable attempts to resolve, through negotiations between the parties to this Contract, all such disputes or disagreements arising under or relating to this Contract prior to resorting to the courts of competent jurisdiction for adjudication. Notwithstanding a disagreement or dispute, the Contractor agrees to proceed diligently with continued performance of the Contract pending resolution of any disagreement or dispute arising under or relating to this Contract and shall comply with L3Harris' written instruction of continued performance including delivery of items, services, and construction in accordance with the terms and conditions of this Contract.

41. SUSPENSION OF WORK

a. L3Harris may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Contract for the period of time that L3Harris determines necessary and appropriate.

b. If the performance of all or any part of the work is, for any unreasonable period of time, suspended, delayed, or interrupted beyond the period of time stated in suspension of work order because of L3Harris' failure to act within the time specified, an adjustment shall be made for any increase in the cost of performance from the L3HarrisFire Marshall or Fire Chief.

The Contractor agrees to promptly supply to L3Harris all evidence and supporting documentation necessary to establish the basis of the adjustment.

c. If the performance of all or any part of the work is, for any unreasonable period of time, suspended, delayed, or interrupted beyond the period of time stated in suspension of work order because of L3Harris' failure to act within the time specified, an adjustment shall be made for any increase in the cost of performance from the L3HarrisFire Marshall or Fire Chief, unless

42. SAFETY AND HEALTH

Contractor shall be responsible for initiating, maintaining and supervising all safety and health precautions and programs in connection with its work. This includes designating a member of its organization at the job Site to enforce all required Contractor safety and health programs. Contractor shall abide by all state, local, and federal laws, rules, and regulations, including but not limited to, the Federal Occupational Safety and Health Act of 1970, as amended. If there is a conflict in these requirements, the more stringent shall govern. Any work performed shall not conflict with normal everyday operations being performed in the immediate area. This may mean that no tests are performed during routine maintenance or construction personnel in the area. L3Harris Occupational Safety and Health may periodically conduct on-site inspections. Contractors shall provide Material Safety Data Sheets to the Occupational Safety and Health Department on all chemicals and potentially hazardous materials used in that specific area. Contractor agrees to comply with the State of Florida 'Right to Know' law (F.S. Chapter 442) and L3Harris Technologies, Inc. Standard Operating Procedure 1.23.

43. HOT WORK

a. Prior to performing 'Hot Work' (welding, burning, lead melting, sweating, soldering, blow torches, tar pots, etc.) or operating other flame producing devices, the Contractor shall obtain a written permit from the L3HarrisFire Marshall or Fire Chief.

b. No cutting or welding shall be permitted:

1) While sprinklers are out of service; or

2) In the presence of flammable lint, dust, vapors and liquids or unpurged tanks and equipment previously containing such materials;

3) In an area or equipment other than that specified on the welding and cutting permit; and

4) In areas not permitted by the written permit.

c. Before cutting or welding operations are started, Contractor shall:
1) Relocate all readily movable combustibles at least 40 feet from such operations and shall completely protect the remainder with fireproof curtains, metal guards or flame-proofed covers (not ordinary tarpaulins);
2) Tightly cover over any floor or wall openings within 40 feet of the operations.

d. Contractor shall patrol areas, including floors above and below affected areas during the hot work and for at least one-half (1/2) hour after operation is completed.
e. Cutting and welding equipment shall be maintained in good repair.
f. Ample fire protection equipment will be provided by the L3Harris Fire Department. In no event shall 'hot work' be commenced without L3Harris' Fire Department attendance.

44. WASTE MATERIALS
a. Performance of this Contract may result in the generation of or handling of certain waste materials, including hazardous waste as so defined by any Federal, State, local or other government agency. Contractor acknowledges that the mishandling, unauthorized transportation, storage or disposal of hazardous waste materials poses significant risks to persons, property and the environment because of the hazardous and toxic conditions of such waste materials. Contractor warrants that it understands the currently known hazards which are presented to persons, property and the environment and that it will transport, store, treat and/or dispose of such materials in full compliance with all government laws, regulations and orders.
b. Contractor agrees to indemnify, save harmless and defend L3Harris from and against any and all liabilities, Claims, penalties, forfeitures, suits, and the costs and expenses incurred by reason of the violation of governmental laws, regulations or orders, caused, in whole or in part, by (i) Contractor's failure to follow Government laws concerning waste materials; or (ii) Contractor's breach of any term or provision of this Contract; or (iii) any negligent or willful act or omission of Contractor, its employees or Representatives or agents of Contractor, or Subcontractors in the performance of this Contract. Such indemnification shall be binding upon successors in interest of the Contractor.

45. INTEGRATED CONTRACT
This Contract supersedes all prior oral and written offers, negotiations or arrangements concerning the subject matter hereof and constitutes the entire Contract and understanding between the parties.

46. FLORIDA LAW TO GOVERN
This Agreement is governed by, and construed according to the laws of the State of Florida, exclusive of its conflict of laws provisions. Any dispute arising from or in connection with this Agreement shall only be brought in a court having its jurisdiction in the State of Florida.

47. EFFECT OF INVALIDITY
The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision.

48. REMEDIES AND NONWAIVER
Except as otherwise expressly provided, the remedies herein provided shall be cumulative, and additional to any other remedies in law or equity. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach, or of such provision.

49. COMPLIANCE WITH LAW
The Contractor agrees in the performance of this Agreement to comply with all applicable federal, state, and local laws, regulations, rules and orders, including but not in any way of limitation, the provisions of the Fair Labor Standards Act of 1938, as amended, and any applicable Executive Orders.

50. EQUAL EMPLOYMENT OPPORTUNITY
The Contractor agrees to comply with all provisions of Executive Order 11246 of September 24, 1965; and all rules, regulations and relevant orders of the Secretary of Labor related to equality of employment opportunity. Contractor further agrees, upon request of L3Harris, promptly execute all certifications under said Executive Order and implement rules and regulations.

51. ASSUMPTION OF RISK
Each party hereto acknowledges (i) the risks of its undertakings hereunder, (ii) the uncertainty of the benefits and obligations hereunder, and (iii) its assumption of such risks and uncertainty. Each party has conducted its own due diligence and requested and reviewed any contracts, business plans, financial documents and other written material as in such party's opinion shall be the basis of that party's decision to enter into this Agreement.

52. RELIANCE ON COUNSEL AND OTHER ADVISORS
Each party has consulted such legal, financial, technical or other expert it deems necessary or desirable before entering into this Purchase Order. Each party represents and warrants that it has read, knows, understands and agrees with the terms and conditions of this Purchase Order. Neither party has relied upon any oral representation of the other party in entering into this Purchase Order. All discussions, estimates or projections developed by a party during the course of negotiating the terms and conditions of this Purchase Order are by way of illustration only, and, unless specifically contained in this Purchase Order or one of its Exhibits or Attachments, are not binding or enforceable against the other party in law or in equity.

53. NOTICES
Any notice which by any provision of this Purchase Order is required or permitted to be given shall, unless otherwise provided, be deemed to have been sufficiently given when sent by registered or certified first class mail, postage pre-paid, or by telex or facsimile to the applicable party at its address set forth in this Purchase Order or such other address as the applicable party shall designate by written notice.

54. ENTIRE AGREEMENT
This Purchase Order constitutes the entire agreement between the parties with respect to its subject matter and to all transactions related thereto and supersedes all proposals, oral or written, negotiations, and all other communications, prior or contemporaneous thereto, between the parties with respect to such subject matter or such transactions including, without limitation, any prior or contemporaneous course of dealing, usage of trade or course of performance. The parties acknowledge and agree that entering into this transaction they have not relied upon any representations other than those explicitly set forth in this Purchase Order, and each party acknowledges and agrees that the representatives or agents of the other party cannot make any warranties or representations not specifically included within the written provisions of this Purchase Order. Any term or condition which is, or may be, asserted as material by any party, and which is not expressly stated in this Purchase Order, shall not be within this Purchase Order or binding on the parties hereto. Each party waives all defenses with regard to any such term and condition and no amendment to this Purchase Order shall be valid and binding unless it has been signed by each party hereto.