MRIGlobal
Innovative Solutions to
Important Challenges

Subcontract Terms and Conditions

Article I. Disputes

Any and all claims, disputes or controversies arising under, out of, or in connection with this Agreement, which the parties shall be unable to resolve within sixty (60) days, shall be mediated in good faith. The party raising such dispute shall promptly advise the other party of such claim, dispute or controversy in writing which describes in reasonable detail the nature of such dispute. By not later than five (5) business days after the recipient has received such notice of dispute, each party shall have selected for itself a representative who shall have the authority to bind such party and shall additionally have advised the other party in writing of the name and title of such representative. By not later than ten (10) business days after the date of such notice of dispute, the party against whom the dispute shall be raised shall select a mediation firm and such representatives shall schedule a date with such firm for a mediation hearing not to exceed one (1) day in length, and less where applicable. The parties shall enter into good faith mediation and shall share the costs equally. If the representatives of the parties have not been able to resolve the dispute within fifteen (15) days after such mediation hearing, the parties shall dispute to the exclusive jurisdiction of the courts of the State of Virginia.

Article II. Communication with Client

MRIGlobal shall be the primary interface with the Government as it affects the Prime Contract and this Subcontract. In the event it becomes desirable for the Subcontractor to communicate directly with the Government Technical Representative, such communications shall be approved by MRIGlobal prior to such contact in order to ensure coordination of efforts and understanding of commitments.

Article III. Changes

MRIGlobal may at any time by written order make changes, within the general scope of this Subcontract, to the services to be provided under this Subcontract. If any such changes cause an increase or decrease in the cost of, or the time required for, any work under this Subcontract, an equitable adjustment shall be made:

(i) in the contract price or delivery schedule or both;

(ii) in such other provision of the Subcontract as may be so affected;

and this Subcontract shall be modified in writing accordingly. Any claim by Subcontractor for adjustment under this clause must be asserted within thirty (30) days from the receipt by Subcontractor of the notification of change. Failure to agree to any adjustment shall be subject to and resolved according to the procedure set forth in Article VI Disputes hereof. Pending such resolution, nothing in this clause shall excuse Subcontractor from proceeding with the Subcontract as changed.

Article IV. Termination for Convenience

MRIGlobal shall have the right to terminate this Subcontract, in whole or in part, at any time without cause by providing written notice to the Subcontractor. Upon receiving notice of such termination, Subcontractor shall:

1. Stop all work to the extent specified;
2. Prepare and submit to MRIGlobal an itemization of all completed and partially completed deliverables and services;
3. Deliver to MRIGlobal deliverables satisfactorily completed up to the date of termination at the agreed upon prices in the relevant Statement of Work;
4. Deliver upon request any work in process

Within thirty (30) days from such termination, Subcontractor may submit its written claim for termination charges. Failure to submit such claim within such time shall constitute a waiver of all claims and a release of all MRIGlobal liability arising out of such termination. In no event shall MRIGlobal be liable for lost or anticipated profits or any sum in excess of the total subcontract price.

Article V. Termination for Default

MRIGlobal may by written notice terminate the whole or any part of this Subcontract for default in the following circumstances:

A. Subcontractor fails to perform any of the provisions of this Subcontract within the time specified or during any extension thereof granted by MRIGlobal in writing, or

B. Subcontractor fails to make progress as to endanger performance of this Subcontract in accordance with its terms, and does not cure such failure to MRIGlobal's reasonable satisfaction within a period of thirty (30) days after receipt of notice from MRIGlobal specifying such failure, or

C. suspension of Subcontractor's business, insolvency, bankruptcy, liquidation of proceedings by or against Subcontractor, appointment of a trustee or receiver for Subcontractor's property or business, or assignment, reorganization or arrangement by Subcontractor for the benefit of creditors, or

D. suspension or debarment (or being declared ineligible) of Subcontractor from participation in federal or state procurements.

Subcontractor may by written notice terminate this Subcontract for default in the following circumstances:

A. MRIGlobal fails to perform any of the provisions of this Subcontract within the time specified or during any extension thereof granted by Subcontractor in writing, and does not cure such failure within a period of thirty (30) days after receipt of notice from Subcontractor specifying such failure, or

B. suspension of MRIGlobal's business, insolvency, bankruptcy, liquidation of proceedings by or against MRIGlobal, appointment of a trustee or receiver for MRIGlobal's property or business, or assignment, reorganization or arrangement by MRIGlobal for the benefit of creditors, or

C. suspension or debarment (or being declared ineligible) of MRIGlobal from participation in federal or state procurements.

Article VI. Stop Work Order

A. MRIGlobal may at any time, by written order to the Subcontractor, require the Subcontractor to stop all, or any part, of the work called for by this Subcontract for a period of up to ninety (90) days after the order is delivered to the Subcontractor, and for any additional period to which the parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this Article. Upon receipt of such an order, the Subcontractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to the Subcontractor, or within any extension of that period to which the parties shall have agreed, MRIGlobal shall either:

(i) cancel the Stop Work Order, or

(ii) terminate the work covered by such order as provided in the "Termination for Convenience" Articles and clause of this Subcontract.

B. If a Stop Work Order issued under this Article is canceled in writing, the Subcontractor shall resume work. If the period of the order or any extension thereto merely expires, the Subcontractor shall contact MRIGlobal and ask for directions before resuming work or treating the silence as a Termination for Convenience. An equitable adjustment shall be made in the delivery schedule and/or contract price, or estimated cost and fixed fee (if any), and the Subcontract shall be modified in writing accordingly, if:

(i) the Stop Work Order results in an increase in the time required for, or in the Subcontractor's costs properly allocable to, the performance of any part of this Subcontract, and

(ii) the Subcontractor asserts a claim for such adjustment within twenty (20) days after the end of the period of work stoppage, provided that, if MRIGlobal decides the facts justify such action, it may receive and act upon any such claim asserted at any time prior to final payment under this Subcontract.

C. If a Stop Work Order is not canceled and the work covered by such order is terminated for the convenience of MRIGlobal and/or its Client, the reasonable costs resulting from the stop work order shall be allowed in arriving at the termination settlement.

D. If a Stop Work Order is not canceled and the work covered by such order is terminated for default, the reasonable costs resulting from the Stop Work Order shall be allowed by

equitable adjustment or otherwise in accordance with the applicable terms of this Subcontract.

Article VII. Assignment

This Subcontract is not assignable and shall not be assigned by either party without the prior written consent of the other party. The Subcontractor shall not enter into an agreement to subcontract any portion of the Work to be performed under this Subcontract without prior written approval from MRIGlobal which shall not be unreasonably withheld or delayed; provided, however that this limitation shall not apply to the purchase of standard commercial supplies or expendable raw materials.

Article VIII. Compliance with Laws

In the performance of this Subcontract, the Parties shall comply with all applicable laws and all rules, regulations, and determinations of governmental agencies.

Article IX. Independent Contractor

It is expressly agreed and understood that the Subcontractor is at all times an independent contractor and not an agent of MRIGlobal. As such, Subcontractor shall not enter into nor incur any obligations on behalf of MRIGlobal nor commit MRIGlobal in any manner.

Article X. Order of Precedence

In the event of an inconsistency or conflict between or among the provisions of this Subcontract, the inconsistency shall be resolved by giving precedence in the following order:

(i) These Subcontract Agreement Terms and Conditions

(ii) Prime Contract Flow Downs Attachment B

(iii) Statement of Work Attachment A

Article XI. Gratuities/Kickbacks

A. Subcontractor shall not offer or give a gratuity or kickback (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as an MRIGlobal Subcontractor.

B. By accepting this Subcontract, Subcontractor certifies and represents that it has not made or solicited and will not make or solicit gratuities or kickbacks in violation of FAR 52.203-3 Gratuities, or FAR 52.203-7 Anti-Kickback Procedures, both of which are incorporated herein by this specific reference, except that paragraph (c)(1) of FAR 52.203-7 shall not apply.

Article XII. Release of Confidential Information/Publicity/Publication

A. The mutual Confidential Disclosure Agreement ("CDA") entered into by the parties and dated June 9, 2025, is incorporated herein by reference. Should the CDA expire prior to the completion of this Subcontract, all terms and provisions of the CDA continue in effect for the length of this Subcontract.

B. Written approval of the Party is required prior to the release of such Party's Proprietary Information (as defined in the CDA) received in the performance of this subcontract or information/material developed pursuant to this subcontract that contains such Party's Proprietary Information.

C. The publishing party will not publish or otherwise disclose the other party's Proprietary Information in accordance with the procedures described in the referenced CDA, and the publishing party will give full consideration to all comments before publication.

Article XIII. Notice of Debarment/Suspension

Each Party certifies by execution of this Subcontract that it is not currently suspended, debarred, or declared ineligible by any Agency or Department of the U.S. Government. Furthermore, each Party shall provide immediate notice to the other Party in the event of being suspended, debarred, or declared ineligible by any Agency or Department of the U.S. Government, or upon receipt of a notice of proposed debarment from any agency or department of the U.S. Government, during the performance of this Subcontract. In the event that MRIGlobal becomes suspended, debarred, or declared ineligible, this shall be deemed to be a termination for convenience by MRIGlobal under Article XI (and MRIGlobal shall ensure payment to Subcontractor for all work performed by Subcontractor under this Subcontract), without prejudice to Subcontractor's right to terminate the Subcontract for MRIGlobal's default under Article XII.

Article XIV. Property

Compliance with FAR 52.245: Subcontractor shall properly track and record all contract property to include government furnished property (GFP) and contractor acquired property (CAP) in accordance with the requirements outlined in FAR 52.245-1(f)(1)(iii)- Records of Government property. At a minimum, Subcontractor shall maintain an Accountable Record of all property purchased and or provided at the direction of MRIGlobal. A current copy of this Accountable Record will be provided to MRIGlobal upon request and at the completion of the effort.

Subcontractor will complete and submit MRIGlobal's Property Survey (MRI-496) upon the initiation of the Subcontract and with any modification to the Subcontract that includes the purchase or transfer of GFP or CAP.

All property transfers will be documented using DD Form 1149. This record will be kept in the project files and subject to inspection.

Article XV. Inspection

A. MRIGlobal and the Government may inspect and test all goods and services under this Subcontract. Such inspections and tests, to the extent practicable, may occur at all reasonable times at the place of performance or at the place of delivery and in any event, before acceptance. MRIGlobal and the Government will perform any inspections and tests in a manner that will not unduly delay the work.

B. If MRIGlobal or the Government performs an inspection or test on the premises of Subcontractor or its subcontractor, Subcontractor will furnish and require its subcontractor to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties. Inspections and/or tests by MRIGlobal, prior to acceptance, do not relieve the Subcontractor of responsibility for failures to meet contract requirements.

Article XVI. Export Control

A. Subcontractor agrees to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C.2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations, 15 C.F.R. 730-774; including the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, Subcontractor agrees that it will not transfer any export-controlled item, data, or services, to include transfer to foreign persons employed by or associated with, or under contract to Subcontractor or Subcontractor's lower-tier suppliers, without the specific written approval from the Government. When requesting such approval, the Subcontractor shall provide the name of the individual involved, date and place of birth, country of current citizenship, registration number, port of entry, and the proposed position in which the employee will be utilized. Request for approval shall be submitted to MRIGlobal. MRIGlobal will submit to the Client for approval.

B. Subcontractor agrees to notify MRIGlobal if any deliverable under this Subcontract is restricted by export control laws or regulations.

C. Subcontractor shall immediately notify the MRIGlobal Subcontract Administrator if Subcontractor is, or becomes, listed in any Denied Parties List or if Subcontractor's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency.

D. If Subcontractor is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, Subcontractor represents that it is registered with the Office of Defense Trade Controls, as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR.

E. Subcontractor shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorneys' fees, all expense of litigation and/or settlement, and court costs, arising from any negligent act or omission of Subcontractor, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.

Article XVII. Patent Indemnification

A. Subcontractor warrants that the work performed or delivered under this Subcontract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Subcontractor agrees to defend, indemnify and hold harmless MRIGlobal and Client from and against any claims, damages, losses, costs and expenses, including reasonable attorneys' fees, arising out of any action by a third party that is based upon a claim that the work performed or delivered under this Subcontract infringes or otherwise violates the intellectual property rights of any person or entity, but not where the claimed infringement arises out of or results from (a) MRIGlobal's or its affiliate's or the Client's content; (b) modifications to the Subcontractor's work or services by MRIGlobal, its affiliates or a third party, or combinations of the Subcontractor's work or services with any non-Subcontractor work or services by MRIGlobal, the Client or others; (c) Subcontractor's adherence to MRIGlobal's or its affiliate's or the Client's written requirements; or (d) use of the Subcontractor's work or services in violation of this Subcontract. This agreement to indemnify and hold MRIGlobal harmless for infringement claims shall not be considered an allowable cost under any provision of this Subcontract except with regard to allowable insurance costs.

   MRIGlobal agrees to defend, indemnify and hold harmless Subcontractor from and against any claims, damages, losses, costs and expenses, including reasonable attorneys' fees, arising out of any action by a third party that is based upon a claim that is not the responsibility of Subcontractor under paragraph A above, or falls within the exceptions under paragraph A above.

Article XVIII. Indemnification

A. Subcontractor shall indemnify and save MRIGlobal harmless from and against any and all liability for injury to persons or property caused wholly or in part by a negligent act or omission of Subcontractor, its lower-tier subcontractors, agents, or employees, including any and all reasonable expense, legal or otherwise, incurred by MRIGlobal in the defense of any claim or suit arising out of the work done under this Agreement; provided, however, that Subcontractor shall not be liable for injury to persons or property caused by the negligence of MRIGlobal, its agents and employees.

   MRIGlobal shall promptly notify Subcontractor in writing of any claim against MRIGlobal which is covered by this indemnification provision and shall authorize representatives of

Subcontractor to settle or defend any such claim or suit and to represent MRIGlobal in, or to take charge of, any litigation in connection therewith.

B. MRIGlobal shall indemnify and save Subcontractor harmless from and against any and all liability for injury to persons or property occasioned wholly or in part by a negligent act or omission of MRIGlobal, its lower-tier subcontractors, agents, or employees, including any and all reasonable expense, legal or otherwise, incurred by Subcontractor in defense of any claim or suit arising out of the work done under this Agreement; provided, however, that MRIGlobal shall not be liable for injury to persons or property caused by the negligence of Subcontractor, its agents and employees.

C. Subcontractor shall promptly notify MRIGlobal in writing of any claim against Subcontractor which is covered by this indemnification provision and shall authorize representatives of MRIGlobal to settle or defend any such claim or suit and to represent Subcontractor in, or take charge of, any litigation in connection herewith.

D. Except as may be expressly set forth in these terms and conditions and with the Government Contracting Officer's express consent, the Seller shall not acquire any direct claim or direct course of action against the US Governmental Authority.

Article XIX. Insurance

A. Subcontractor shall purchase and maintain at its own expense during the term of this Subcontract and any extensions thereof, insurance in amounts reasonable and customary for the industry in which Subcontractor is engaged. Subcontractor shall maintain all insurance which is required by any law, statute, ordinance or regulation of any jurisdiction having authority in whole or in part over the Subcontractor's operations or Subcontract activities, including without limitation any non-U.S. jurisdictions. Nevertheless, the following minimum insurance coverage shall be maintained:

Coverage	Limits
(i) Worker's Compensation	Statutory
(ii) Employer's Liability	$1,000,000 per occurrence
(iii) Commercial General Liability (Including Contractual, and Products and Completed Operations Liability)	$1,000,000 per occurrence
(iv) Professional Liability	$1,000,000 per occurrence
(v) Business Auto Liability (Owned and Non-owned)	$1,000,000 per occurrence

B. MRIGlobal shall be designated as an Additional Insured under the Commercial General Liability, Business Auto Liability and any umbrella coverage. Subcontractor's insurance shall be primary and non-contributing over any and all insurance that may be maintained by MRIGlobal. Subcontractor and its insurer(s) shall waive all rights of

subrogation against MRIGlobal, its officers, directors, agents, trustees and employees. If any of the required insurance is maintained on a claims-made basis, Subcontractor shall maintain such insurance for a period of one (1) year after termination or expiration of this Subcontract.

C. Subcontractor shall furnish to MRIGlobal Certificates of Insurance evidencing compliance with the insurance requirements herein. Certificates shall be provided prior to the initiation of Subcontract activities and upon each renewal in subsequent periods for a period of one (1) year after termination or expiration of this Subcontract. If covered by a self-insurance program, Subcontractor shall furnish to MRIGlobal, prior to award, a description of the self-insurance programs with a statement that no material change shall be effective without a thirty (30) calendar day advance notice to MRIGlobal's Contracts Administrator. Failure of MRIGlobal to notify Subcontractor of any non-compliance with the provisions of this Subcontract shall not constitute a waiver of Subcontractor's obligations under this Subcontract.

Article XX. Intellectual Property

A. All patent, copyright, trademark, trade secret, and other intellectual property ("Intellectual Property") solely developed, created, or acquired by a party under this Agreement shall be the property of the originating party. Any Intellectual Property developed by the parties working together shall be owned jointly by the parties. Joint owners of Intellectual Property may independently use, copy, operate, and modify the Intellectual Property for purposes of this Agreement.

B. All technical data, computer software and other items, components, processes (and rights therein) to be delivered under this Subcontract shall be provided with Government purpose rights to the Government.

C. The Parties agree that the FAR Flow-Down Provisions do not give MRIGlobal any right, license, or interest in the patents or inventions developed solely by the Subcontractor under this Agreement, other than the right to use the deliverables to carry out its obligations under the Prime Contract and to convey to the Government the Government's rights in, and to, the Subcontractor-developed patents or inventions.

D. Nothing in this Subcontract shall be construed or interpreted to limit or in any way restrict the rights of the Governmental Authority in regard to data, tooling and other information it owns or has a right to use, including the right to authorize the Seller's use of such data, tooling or other information in direct contracts between the Seller and the Governmental Authority.

Article XXI. Organizational Conflict of Interest

Subcontractor personnel performing work under this Subcontract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses,

specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Subcontractor shall notify MRIGlobal immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to MRIGlobal to avoid or mitigate any such OCI.

Article XXII. Warranty/Standard of Care

Subcontractor warrants that it will perform the services under this Subcontract with the degree of high professional skill and sound practices and judgment which is normally exercised by recognized professional firms with respect to services of a similar nature.

Article XXIII. Electronic Contracting

The parties agree that if this Subcontract is transmitted electronically neither party shall contest the validity of this Subcontract, or any acknowledgement thereof, on the basis that this Subcontract or acknowledgement contains an electronic signature.

Article XXIV. Applicable Law

This Subcontract shall be governed and construed in all respects by federal contract law as enunciated and applied by federal statutes and regulations and by federal judicial bodies, boards of contract appeals, and other judicial and quasi-judicial agencies of the Federal Government. Subject to the foregoing, this Subcontract shall be governed by the laws of the State of Missouri.

Article XXV. Waivers, Remedies, and Severability

A. Any action or inaction by either Party, or the failure of either Party on any occasion to enforce any right or provision of this Subcontract, shall not be construed to be a waiver by such Party of its rights hereunder, and shall not prevent such Party from enforcing such provision or right on any future occasion.

B. The rights and remedies of either party in this Subcontract are cumulative and in addition to any rights and remedies provided by law or in equity.

C. A determination that any portion of this Subcontract is unenforceable or invalid shall not affect the enforceability or validity of any of the remaining portions of this Subcontract.

Article XXVI. Delegation and Subcontracting

Without MRIGlobal's written consent, Subcontractor shall not subcontract for the performance of any duty or subcontract for the design, development or procurement of any substantial portion or goods or services under this Subcontract. This clause does not limit Subcontractor's

purchases of standard commercial supplies/services, raw materials or subcontracts identified in Subcontractor's proposal.

Article XXVII. Survivability

If this Subcontract expires, is completed, or is terminated, Subcontractor shall not be relieved of those agreements or obligations contained in the following clauses:

Applicable Law
Audit
Compliance with Laws
Consequential Damages
Export Control
Indemnification
Independent Contractor
Insurance
Intellectual Property
Patent Indemnification
Release of Information
Those U. S. Government flow down provisions that by their nature should survive.

Article XXVIII. Subcontract Closeout

MRIGlobal will initiate Subcontract Closeout process following the completion of all work required under this Subcontract, including the delivery of all required documentation, reports, and any other deliverables. The Subcontractor shall cooperate fully in the closeout process, including resolution of any outstanding issues, submission of final invoices, and return of any Government-furnished property.

Article XXIX. Section Headings

The descriptive clause headings are for convenience only and shall not be deemed to limit or otherwise affect the construction of any provision hereof.

Article XXX. Force Majeure

No party to this Subcontract is responsible to the other party for nonperformance or delay in performance of the terms and conditions herein due to acts of God, acts of government, acts of terrorism, wars, riots, strikes, accidents in transportation, fuel or materials shortages, or other causes beyond the reasonable control of the parties and which could not have been reasonably foreseen or prevented. Should such acts or events occur, it is agreed that both parties shall use their best efforts to overcome all difficulties and to resume work as soon as reasonably possible.

Article XXXI. Consequential Damages – Limitation of Liability

Neither party shall be liable for any special, incidental, punitive, reliance, indirect or consequential damages of any type or nature; and/or for any lost profits, advantage, savings or revenues. Excluding (i) Subcontractor's gross negligence or willful misconduct, (ii) a breach of Subcontractor's obligations of confidentiality, and (iii) Subcontractor's indemnification obligations herein, which shall remain uncapped, Subcontractor's entire liability shall be limited to three times the total price payable to the Subcontractor for the work under this Subcontract.

Article XXXII. Entire Agreement

Upon acceptance of this Subcontract, the Subcontractor agrees that the provisions of this Subcontract, including all documents incorporated herein by reference, shall constitute the entire Subcontract between the parties hereto and supersede all prior agreements relating to the subject matter hereof. This Subcontract may not be modified or terminated orally, and no modification or any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom such modification or waiver is sought to be enforced.