



**SUBCONTRACT
FIRM FIXED UNIT PRICE (Commercial)**

SUPPLIER:	SUBCONTRACT NO:
ADDRESS:	NOT TO EXCEED VALUE:

INTRODUCTION

This Subcontract (this “Subcontract”) is made between Leidos Engineering, LLC (“Leidos”), and [insert Supplier’s name] (“Supplier”) as of [Insert Date] (the “Effective Date”).

TERMS AND CONDITIONS

1.0 TERM

The term of this Subcontract shall commence on **January 1, 2022** and shall terminate on **December 31, 2022**.

2.0 INDEFINITE QUANTITY

- a) Actual types, quantities and delivery of specific quantities shall be coordinated between the Supplier and Leidos' Technical Representative(s).
- b) The quantities of priced supplies and services specified in Attachment I are estimates only and may vary based on field conditions and results obtained.
- c) Delivery or performance shall be made only as authorized by Leidos' Technical Representative(s).
- d) Exclusivity of supply is neither implied nor intended and Leidos is free to purchase the same or similar products or services from sources other than the Supplier.

3.0 PRICE

The total Not to Exceed price for the work to be performed under this Subcontract is **#[Insert Amount]**. Unless the price of this Subcontract is amended in writing by mutual agreement of the parties, Leidos is not obligated to compensate Supplier beyond the total price defined herein. The price set forth herein includes all applicable Federal, State and local taxes and duties including, but not limited to, sales, use and value-added taxes, arising out of or relating to Supplier’s delivery of goods or services to Leidos, or Supplier’s performance of this Subcontract.

4.0 DELIVERY

Supplier shall perform the Work in accordance with Attachment I – Statement of Work and the Milestone Schedule provided in Section 5.0. Time is of the essence. Supplier shall furnish all goods furnished under this Subcontract FOB Destination. Goods shall be deemed delivered upon Leidos’ receipt and acceptance of such goods, Services shall be deemed delivered after Supplier performs such services and Leidos accepts such services.

5.0 INVOICES

Invoices shall be submitted to Leidos according to Article 4.0 and shall contain the following information: Leidos as the billed- to name and address (300 Liberty Street Peoria, IL 61602), Supplier’s name and remit to address, Purchase Order number, milestone/schedule of values line item and the percent complete. Invoices shall include the following as applicable: amount previously billed, Withheld/ Retention amount, and the total amount of the current invoice. All invoices shall be submitted through the Salesforce subcontractor page. Document submission and technical training for Salesforce should be arranged with Katie Miller kmiller5@ameren.com. Invoices shall be submitted individually per post and at mention notification will be given to the Accounting team at AOE Finance Handle. All questions and review of invoicing and financial reporting can be sent to:

Nathan Yemm (Nathan.C.Yemm@leidos.com)

4.1 YEAR-END FINAL INVOICE

In the event Supplier fails to properly invoice Leidos for costs that were incurred under this Subcontract during a Program Year (any full or partial year from January 1 through December 31 of any given year) by February 28 of the subsequent Program Year, Leidos will reject such invoice(s) and refuse payment to Supplier for such costs.

6.0 PAYMENT



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Leidos shall pay Supplier in accordance with the milestone schedule provided herein within forty-five (45) days of receipt of a proper invoice. Supplier must invoice Leidos within forty-five (45) days after costs have been incurred. Leidos reserves the right to reject and not pay any invoices received later than forty-five (45) days after the work has been completed. Leidos may adjust Supplier's invoices due to shortages, late delivery, rejections, or other failure to comply with the requirements of this Subcontract. Progress, interim, or milestone payments shall not constitute final acceptance. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoice(s), that are found by Leidos not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the invoice designated by Supplier as the "completion invoice" and supporting documentation, and upon compliance by Supplier with all terms and conditions of this Subcontract, Leidos shall pay any balance due Supplier. Leidos may offset against any payment hereunder any amount owed to Leidos by Supplier.

Milestone No.	Milestone Description	Due/Delivery Date	Payment Amount

Supplier may select Automated Clearing House Credits ("ACH funds transfer") as the means of settlement. With regard to such ACH funds transfer, the parties shall consider a payment from Leidos to Supplier as timely with respect to any payment due date contained herein if the ACH funds transfer is completed no later than four (4) business days after such payment due date. Leidos shall not be in breach of this Subcontract or suffer any loss of discount or other penalty with respect to an ACH funds transfer that Leidos initiated properly and timely to the extent the completion of such ACH funds transfer is delayed because of (a) failure or delay by the ACH funds transfer system; (b) the operation of an ACH funds transfer system rule which Leidos could not anticipate; or (c) rejection by Supplier's.

7.0 RESERVED

8.0 RESERVED

9.0 RETENTION OF RECORDS

Unless a longer period is specified in this Subcontract or by law or regulation, Supplier shall retain all records related to this Subcontract for four (4) years from the date of final payment received by Supplier. Supplier shall provide Leidos and its customer access to such records relevant to this Subcontract at no additional cost upon request.

10.0 RESERVED

11.0 SUBCONTRACT PROGRAM MANAGER (SPM), TECHNICAL AND CONTRACTUAL REPRESENTATIVES

SUPPLIER:	LEIDOS:
TECHNICAL:	TECHNICAL:
PHONE: _____	PHONE: _____
EMAIL: _____	EMAIL: _____
CONTRACTUAL:	CONTRACTUAL: Tod J. Comin
PHONE: _____	PHONE: 858.405.7827
EMAIL: _____	EMAIL: comint@leidos.com
	SPM: _____
	PHONE: _____
	EMAIL: _____

Only the Leidos Contractual Representative has the authority on behalf of Leidos to make changes to this Subcontract via an amendment executed by such individual. Either party may change its Technical or Contractual representative at any time, provided each party provides prompt written notice to the other party. All notices or other written communication required or permitted to be given under any provision of this Subcontract shall be in writing and deemed to have been given by the notifying party if delivered by hand, electronic media (with confirmed receipt) or mailed by an overnight delivery service to the receiving party's above-identified contractual representative. The SPM (a) provides technical and programmatic oversight and management of the Supplier; (b) provides an independent assessment of Supplier's performance; and (c) identifies, escalates and resolves Supplier performance issues.



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12.0 KEY PERSONNEL

- (a) **The term "Key Personnel"** means those individuals who are essential to the successful completion and execution of this Subcontract and perform all work necessary for the timely and quality completion of the tasks to which they are assigned. Supplier may not substitute or replace Key Personnel without Leidos' prior written approval.
- (b) Supplier's Key Personnel are: .
- (c) Leidos may, in its sole discretion, direct the removal of any individual assigned to this Subcontract.

13.0 WARRANTY

In addition to any other warranties specified herein or provided by the manufacturer, Supplier warrants that (a) Supplier shall perform the services with that degree of skill and judgment normally exercised by recognized professional firms performing services of the same or substantially similar nature; and (b) Supplier shall deliver "New" goods (as defined below), unless otherwise specified and, for a period of one (1) year following acceptance, be free from defects in design, material and workmanship; (c) all goods and services shall conform to applicable specifications, drawings and standards of quality and performance. In the event Supplier breaches the foregoing warranties, Supplier shall, at its own expense and at Leidos' election: (i) re-perform the non-conforming services and/or correct the non-conforming goods; or (b) refund to Leidos that portion of the amounts received by Supplier attributable to the non-conforming services and/or goods. All warranties of Supplier shall (1) inure to the benefit of Leidos and Leidos' customers; and (2) survive any delivery, inspection, acceptance or payment by Leidos.

"New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements including, but not limited to, performance, reliability and life expectancy.

14.0 INSPECTION

During the Term, Leidos shall inspect all goods and services during reasonable times and places. . In the event that Supplier fails to delivers goods and/or services in accordance with this Subcontract, including Attachment I, or other requirements, Leidos may, it its sole discretion, require Supplier to promptly correct, repair or replace the goods or services. The cost of correction, repair or replacement shall be determined under the Warranty Section of this Subcontract. If Supplier fails promptly to correct, repair or replace the goods and/or services, then Leidos may (a) terminate the Subcontract; (b) procure such materials and services from a third party; and/or (c) perform such services in-house and charge to Supplier's account all costs, expenses and damages associated therewith.

15.0 INDEMNIFICATION (INCLUDE FOR FIELD WORK)

- (a) Reserved
- (b) Reserved
- (c) Supplier shall (i) be solely and fully responsible for the health, safety and protection of the general public and any employee, officer, director, agent or representative of Supplier and any of its suppliers, vendors or subcontractors at any tier, who are present on or in the vicinity of the Work, and shall take all actions necessary for such health, safety and protection; (ii) comply with all federal, state, municipal and local laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning health and safety applicable to the Work including, but not limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued hereunder, including state-approved plans, laws, and regulations, and Leidos Customer requirements (collectively, the "Safety Requirements") and shall ensure that its suppliers, vendors and subcontractors at any tier, and each of their employees, officers, directors, agents or representatives comply with such Safety Requirements; and (iii) be responsible for preparing a site specific health and safety plan covering all aspects of the Work in accordance with the Safety Requirements.

16.0 INFRINGEMENT INDEMNITY

Supplier shall (a) defend the Leidos Indemnified Parties from and against any Claims asserting that the Work, or any part thereof, furnished under this Subcontract or the use (including resale) thereof, constitutes an infringement of any patent, trademark, trade secret, copyright or other intellectual property right; (b) indemnify and hold harmless the Leidos Indemnified Parties from any and all Damages. In the event such Work, in whole or in part, or any use thereof is enjoined, Supplier shall, at its expense and at Leidos direction select one of the following options: (i) obtain for Leidos and its customer the right to continue the use of such Work; (ii) in a manner acceptable to Leidos and its customer, substitute equivalent goods or services or make modifications thereto so as to avoid such infringement and extend this indemnity thereto; and/or (iii) refund to Leidos an amount equal to the purchase price



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for such goods or services plus any excess costs or expenses incurred in obtaining substitute goods or services from another source.

17.0 WAIVER OF CONSEQUENTIAL DAMAGES

Supplier shall not under any circumstances be entitled to claim or recover, and Supplier hereby waives any right to claim or recover, any indirect damages, special damages or consequential damages including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of business, loss of profits, and insolvency, whether such claim is based in contract, in tort, or any other legal theory even if advised of the possibility of such damages.

18.0 INSURANCE

Without prejudice to Supplier's liability to indemnify Leidos in this Subcontract, Supplier shall procure and maintain during the Term at its expense and ensure that any of its subcontractors used in connection with this Subcontract procure and maintain at their expense, the insurance policies required below.

(a) **Workers' Compensation:** Coverage for statutory obligations imposed by laws of any State in which the work is to be performed. Where applicable, Supplier shall provide evidence of coverage for the United States Longshore & Harborworkers' Act (USL&H) coverage for employees engaged in work on or near navigable waters of the United States. Such policy(ies) shall be endorsed to provide a waiver of subrogation in favor of Leidos, its directors, officers and employees, and Leidos' customer where required by Leidos' Prime Contract with its customer. Employer's Liability coverage of \$1 million each accident shall also be maintained.

(b) **Commercial General Liability:** Coverage for third party bodily injury and property damage, including products and completed operations, contractual liability, and independent contractors' liability with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Coverage shall include completed operations coverage for a period not less than three (3) years following completion of any Project. Such policy(ies) shall be endorsed to name Leidos, its directors, officers and employees, and Leidos' customer where required by Leidos' Prime Contract with its customer, as Additional Insureds.

(c) **Business Automobile Liability:** Coverage for use of all owned, non-owned, and hired vehicles with limits of not less than \$1,000,000 per accident combined single limit for bodily injury and property damage liability. Such policy(ies) shall be endorsed to name Leidos, its directors, officers and employees, and Leidos' customer where required by Leidos' Prime Contract with its customer, as Additional Insureds.

(d) **Umbrella liability insurance:** providing excess coverage to the Commercial General Liability, Business Automobile Liability, and Employer's Liability policies with at least \$2,000,000 in coverage. Such policy(ies) shall be endorsed to provide a waiver of subrogation in favor of Leidos, its directors, officers and employees, and Leidos' customer when required by Leidos' contract with its customer and name Leidos, its directors, officers and employees, and Leidos' customer where required by Leidos' Prime Contract with its customer, as Additional Insureds.

(e) **Professional Liability / Errors and Omissions:** *If Supplier is performing any professional services*, coverage for liabilities, punitive damages, and claim expenses arising from errors, omissions, or negligent acts in rendering or failing to render professional services, computer or information technology services and in the provisioning of products in the performance of this Subcontract, including the failure of products to perform the intended function or serve the intended purposes, with limits not less than \$5,000,000. Coverage for violation of software copyright is to be included. Services to be insured include but are not limited to: (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing, including outsourcing development and design; (6) system design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other technology related services provided by the Supplier.

(f) **Network Security/Privacy and Privacy Notification Costs (Cyber) Insurance:** If Supplier is providing services that provide or include direct access to Leidos' or Leidos' Client's information technology systems or holding sensitive information of Leidos or Leidos' Client, then the above Technology Errors & Omissions insurance shall also include: Network Security/Privacy and Privacy Notification Costs (Cyber) Insurance: Coverage for loss, disclosure and theft of data in any form; media and content rights infringement and liability, including but not limited to, software copyright infringement; network security failure, including but not limited to, denial of service attacks and transmission of malicious code. Coverage shall include data breach regulatory fines and penalties, the cost of notifying individuals of a security or data breach, the cost of credit monitoring services, violation of federal, state or foreign security and/or privacy laws or regulations including investigative and notification costs and any other causally-related crisis management expense for up to one (1) year with limits not less than \$5,000,000. Coverage shall contain severability for the insured organization for any intentional act exclusions.



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Additionally, such policy(ies) required in (d) and (e) above shall cover consequential or vicarious liability (e.g. claims brought against Leidos or its Affiliated Companies and their respective directors, officers, and employees due to the wrongful acts and failures committed by Supplier) and direct losses (e.g. claims made by Leidos and its Affiliated Companies and their respective directors, officers, and employees against Supplier for financial loss due to Supplier's wrongful acts or failures). And, such policy(ies) shall also have the "Insured versus Insured" exclusion amended to allow an "Additional Insured" to bring a claim against the Named Insured. If the insurance required in (d) and/or (e) above are provided on a claims-made basis, then it must be maintained for a period of three (3) years after acceptance of the deliverables and/or services provided in connection with this Subcontract.

The Additional Insured coverages above shall be primary and non-contributing with respect to any other insurance that may be maintained by Leidos and notwithstanding any provision contained herein, the Supplier, and its employees, agents, representatives, consultants, subcontractors and suppliers, are not insured by Leidos, and are not covered under any policy of insurance that Leidos has obtained or has in place.

Any self-insured retentions, deductibles and exclusions in coverage in the policies required under this Article shall be assumed by, for the account of, and at the sole risk of Supplier. In no event shall the liability of Supplier or any subcontractors be limited to the extent of any of insurance or the minimum limits required herein.

Prior to commencement of any work, and upon any policy renewal that occurs while any work is on-going under this Subcontract, Supplier shall provide Leidos evidence of the insurance coverage required above, including evidence of additional insured status and waivers of subrogation where required, to SupplierInsurance@Leidos.com with a copy to the Leidos Contractual Representative. Leidos reserves the right to require a complete copy of any such policy of insurance. Failure of Leidos to demand such evidence or to identify any deficiency in the insurance provided shall not be construed as or deemed to be a waiver of Supplier's, or its subcontractors', obligations to maintain the above insurance coverages.

The names and addresses to be used to specify the additional insured parties are as follows-

Leidos Engineering, LLC
1750 Presidents Street
Reston, VA 20190

Ameren Corporation
Process & Performance (MC 1105)
PO Box 66149
St. Louis, Missouri 63166-6149

19.0 LEIDOS FURNISHED ITEMS

Leidos or such other third parties, as the case may be, shall own all right, title and interest in and to any items Leidos provides or makes available to Supplier hereunder(collectively, the "Items"). Upon expiration or termination of the Term and at Leidos' written direction, Supplier shall (a) return the Items to Leidos in good condition (except for reasonable wear and tear only); (b) dispose the Items. Supplier shall replace, at its expense, Items Leidos does not return or returns in other than good condition. Supplier shall not charge Leidos for any storage, maintenance or return of any Items. Except as otherwise provided, Supplier shall bear all risk of loss for all Items in Supplier's possession or for which Supplier is responsible. Supplier shall use any designs, data or other things contained or embodied in Items in accordance with any restrictive legends placed on such Items. If Leidos furnishes any material (including, but not limited to, any computer software or other data) for fabrication pursuant to this Subcontract, Supplier shall not substitute any other material for such fabrication without Leidos' prior written consent. Title to such material shall not be affected by incorporation in or attachment to any other property.

20.0 INTELLECTUAL PROPERTY

- (a) Supplier agrees that Supplier shall not include any third party intellectual property or intellectual property previously created by Supplier in any deliverable unless: (i) Supplier identifies such items to Leidos in advance and in writing; (ii) Leidos agrees in advance to such inclusion (iii)Supplier secures for Leidos a perpetual, irrevocable, worldwide, fully-paid, royalty-free, transferable license, with the right to sublicense through multiple levels of sublicensees, under any and all such rights (x) to reproduce, create derivative works of, distribute, publicly perform, publicly display, and digitally perform, and otherwise use and exploit the deliverables in any medium or format, whether now known or hereafter discovered, (y) to use, make, have made, sell, offer to sell, import, and otherwise exploit any product or service based on, embodying, incorporating, or derived from such derivative works, and (z) to exercise any and all other present or future rights not yet known in the items. The Parties agree that all provisions of the prime contract between Leidos and its Customer ("Prime Contract") regarding intellectual property rights shall be incorporated into this Subcontract with the same force and effect as if they were written in full text herein and shall govern the performance of this Subcontract. To the extent that any conflict exists between the intellectual property provisions of the Prime Contract and any normal commercial terms governing commercial items provided by Supplier, the intellectual property provisions of the Prime Contract shall govern.



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- (b) Supplier shall not include any third party intellectual property or intellectual property previously created by Supplier in any deliverable unless: (i) Supplier identifies such items to Leidos in advance and in writing; (ii) Leidos agrees in writing in advance to such inclusion; and (iii) unless such item is a commercial item (addressed below), Supplier secures for Leidos a perpetual, irrevocable, worldwide, fully-paid, royalty-free, transferable license, with the right to sublicense through multiple levels of sublicensees, under any and all such rights to (x) reproduce, create derivative works of, distribute, publicly perform, publicly display, and digitally perform, and otherwise use and exploit the deliverables in any medium or format, whether now known or hereafter discovered, (y) to use, make, have made, sell, offer to sell, import, and otherwise exploit any product or service based on, embodying, incorporating, or derived from such derivative works, and (z) to exercise any and all other present or future rights not yet known in the items.
- (c) For the avoidance of doubt, nothing in this Subcontract shall prevent Leidos or Supplier from making use of general skill or knowledge gained during provision of the Work related to their respective business activities which are retained in the unaided memories of their employees who have rightful access thereto; provided, however, that this subparagraph shall not give Supplier or Leidos (i) a right or license under any patent, copyright, industrial patent or design right, trade name, or mask work of the other Party, or (ii) a right to disclose, publish, or disseminate (except as set forth elsewhere in this Subcontract): (iii) the source of the ideas, concepts, know-how, techniques, principles or experience, (x) any financial, statistical, or personnel data of the other Party; or (iv) the business or product plans of the other Party.

21.0 FREE, LIBRE AND OPEN SOURCE SOFTWARE (FLOSS)

- (a) Supplier shall (a) disclose to Leidos in writing any FLOSS that Supplier shall use or deliver in connection with this Subcontract; and (b) obtain Leidos' prior written consent prior to using or delivering such FLOSS in connection with Work. Leidos may withhold such consent in its sole discretion.
- (b) As used herein, "FLOSS License" means the General Public License (GPL), Lesser/Library GPL, (LGPL), the Affero GPL (APL), the Apache license, the Berkeley Software Distribution (BSD) license, the MIT license, the Artistic License (e.g., PERL), the Mozilla Public License (MPL), or variations thereof, including without limitation licenses referred to as "Free Software License", "Open Source License", "Public License", or "GPL Compatible License." As used herein, "FLOSS" means software that incorporates or embeds software in, or uses software in connection with, as part of, bundled with, or alongside any (1) open source, publicly available, or "free" software, library or documentation, or (2) software that is licensed under a FLOSS License, or (3) software provided under a license that (a) subjects the delivered software to any FLOSS License, or (b) requires the delivered software to be licensed for the purpose of making derivative works or be redistributable at no charge, or (c) obligates Leidos to sell, loan, distribute, disclose or otherwise make available or accessible to any third party (i) the delivered software, or any portion thereof, in object code and/or source code formats, or (ii) any products incorporating the delivered software, or any portion thereof, in object code and/or source code formats.
- (c) No other provision in this Subcontract, including but not limited to any indemnity clause, shall be construed to limit the liabilities or remedies of the parties for the use or delivery of FLOSS in connection with the Work under this Subcontract.

22.0 COUNTERFEIT PRODUCTS

- (a) For purposes of this clause, Goods are any tangible items delivered under this Subcontract including, but not limited to, the lowest level of separately identifiable items, such as parts, articles, components, and assemblies. "Counterfeit Goods" are Goods that are or contain items misrepresented as having been designed, produced, and/or sold by an authorized manufacturer and Supplier including, but not limited to, unauthorized copies, replicas, or substitutes. The term also includes authorized Goods that have reached a design life limit or Goods damaged beyond possible repair but are altered and misrepresented as acceptable.
- (b) Supplier shall not deliver, and shall ensure that its suppliers, vendors and subcontractors at any tier do not deliver, Counterfeit Goods to Leidos. Goods delivered to Leidos or incorporated into other Goods and delivered to Leidos shall be New and shall be procured directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Supplier shall not acquire Work from independent distributors or brokers unless approved in advance in writing by Leidos. When requested by Leidos, Supplier shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.
- (c) In the event that the Work constitutes or includes Counterfeit Goods, Supplier shall, at its expense, promptly replace such Counterfeit Goods with authentic Goods conforming to the requirements of this Subcontract. Notwithstanding any other provision in this Subcontract, Supplier shall be liable for all costs relating to the removal and replacement of Counterfeit Goods including, but not limited to, Leidos' costs for removing Counterfeit Goods, reinserting replacement Goods, and any testing necessitated by the reinstallation of Goods after exchanging such Goods with the Counterfeit Goods. Supplier



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shall include equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Goods to Leidos.

23.0 CONFLICT MINERALS

Supplier shall (a) comply with and meet the goals and objectives of 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act") which aims to prevent the use of certain "Conflict Minerals" that directly or indirectly finance or benefit armed groups in the Democratic Republic of the Congo (DRC) or its adjoining countries (as defined in the Act); (b) maintain a policy to reasonably assure that the tantalum, tin, tungsten and gold ("3TG") in the goods are conflict free; (c) undertake appropriate due diligence measures to determine if the 3TG materials in the goods are sourced from certified conflict-free smelters validated as compliant with the Conflict-Free Smelter Program (CFS) protocol found on the CFS Compliant Smelter List; participate in future due diligence surveys from Leidos. Supplier acknowledges and agrees that Leidos routinely evaluates its relationship with Supplier and will consider the extent to which Supplier complies with this Section and that if Leidos determine Supplier's efforts are deficient, it may take action including, but not limited to, terminating this Subcontract without any liability to Supplier or any other third party.

24.0 ASSIGNMENTS AND SUBCONTRACTS

Supplier shall not assign, novate or otherwise transfer by operation of law or otherwise (including a Change of Control of Supplier) this Subcontract without Leidos' prior written consent from Leidos. For purposes of this Subcontract, "Change of Control" means any merger, consolidation, sale of all or substantially all of Supplier's assets or sale of a substantial block of Supplier's stock. Any such assignment, novation, transfer or Change of Control not in accordance with this Section shall, in addition to any other remedies available at law or in equity, be (a) a material breach of this Subcontract; and (b) grounds for immediate termination by Leidos.

Supplier shall (a) obtain prior written consent before subcontracting the Work or any portion thereof that Supplier did not disclose on the date on which Supplier submitted its proposal to Leidos; and (b) notify the Leidos' Contractual POC in writing if Supplier changes the amount of any lower-tier subcontract effort such that, the sum of such lower-tier subcontractor(s) performance exceeds seventy percent (70% of the total cost of Work to be performed by Supplier under the Subcontract. The notification shall identify the revised percentage of Supplier's effort and include verification that Supplier will provide added value related to the Work to be performed by the lower-tier subcontractor(s).

25.0 INDEPENDENT CONTRACTOR

Supplier is an independent contractor in all respects with regard to this Subcontract. Nothing contained in this Subcontract shall be deemed or construed to create a partnership, joint venture, agency, or other relationship with Leidos other than that of Supplier and customer. Supplier shall be responsible for compliance with all laws applicable to its employees including, but not limited to, payment of wages, overtime, social security contributions, worker's compensation, and all other employment, labor, or benefits related laws. Supplier personnel performing work under this Subcontract shall not for any purpose be considered employees or agents of Leidos nor do Supplier or Supplier's personnel have any rights under any benefit plans of Leidos.

26.0 DISCLOSURE

During the Term and for a period of three (3) years thereafter, Supplier shall not disclose information concerning or received under this Subcontract to any third party, unless such disclosure is (a) required by law; (b) necessary for the performance of Work; or (c) Leidos has provided advance, written approval for such disclosure. No news releases, public announcement, denial or confirmation of any part of the subject matter of this Subcontract or any phase of any program hereunder shall be made without the prior written consent of Leidos. Supplier shall not use "Leidos" or any other trademark or logo owned by Leidos or its affiliates without the prior written consent of Leidos.

Leidos shall be solely responsible for all liaison and coordination with Leidos' customer(s) as it affects the applicable contract between Leidos and such customer and this Subcontract, and Supplier shall not communicate with Leidos' customer, a higher-tier customer this Subcontract supports, or the representatives of the program Leidos' contract supports without the prior written approval of Leidos.

27.0 INFORMATION SECURITY

- (a) For the purpose of this Subcontract, (1) "Controlled Data" means information with distribution, handling, and/or other security requirements prescribed by law or regulations including, but not limited to, Controlled Unclassified Information (see 32 CFR 2002.4(h), export controlled data as further described in the Export Control Compliance Section, or Leidos Proprietary Information, which is received, developed, transmitted, used, stored or handled by Supplier in connection with the performance of the Subcontract, (2) "Information Security Incident" means: a) any actual or potential incident



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involving a Supplier Information System that may cause or result in unauthorized or unintentional access, acquisition, use, modification to, or destruction, dissemination, storage, or loss of, Controlled Data or Personal Information; b) unauthorized or unintentional access, acquisition, use, modification to a device containing such information; or c) the transmission or copying of such information to unauthorized media or systems. (3) **“Personal Information”** means (i) information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual; and (ii) any other information defined as “personal information,” “personally identifiable information” or “personal data” under applicable laws or regulations, (4) **“Supplier Information System(s)”** means any system(s) and/or computer(s), including laptops, network devices and mobile devices, owned or operated by or on behalf of Supplier and used to process, store, transmit and/or access information in connection with the Subcontract.

- (b) Supplier shall develop, implement, and maintain an information security program that adheres to applicable laws, regulations and industry standards such as ISO 27001 or NIST SP 800-171 to protect Supplier Information System(s) and shall ensure that comparable safeguards are in place in connection with any cloud environments used by Supplier. This information security program shall include appropriate administrative, physical, technical, organizational and operational safeguards designed to ensure the confidentiality, integrity, and availability of Controlled Data and Personal Information and protect against the risk of an Information Security Incident.
- (c) If Supplier becomes aware or has a reasonable suspicion of an Information Security Incident that may involve Controlled Data or Leidos Personal Information as defined in the Data Protection Section, Supplier at its sole expense shall take appropriate and immediate actions to investigate and contain the incident and shall report it to Leidos in writing at CSIRT@Leidos.com within 48 hours of discovery unless an earlier notification period is required elsewhere in this Subcontract, including in any addenda to this Subcontract. Such notice will (i) describe the nature of the Security Incident, (ii) identify any Leidos Personal Information or Controlled Data affected by the Information Security Incident, and (iii) summarize in reasonable detail the effect on Leidos, and (iv) the corrective actions taken by Supplier. Supplier shall provide timely and relevant updates to Leidos, on an ongoing basis, regarding the nature and scope of the Information Security Incident and cooperate with Leidos to provide notice to affected third parties, as applicable. Supplier also shall timely provide Leidos with any additional information or documents Leidos reasonably requests related to the Information Security Incident to further assist Leidos in understanding the effect on Leidos, its employees, and its customers and the corrective actions taken.
- (d) Supplier shall reimburse Leidos for all actual costs incurred by Leidos in responding to, and mitigating damages caused by, any Information Security Incident directly or indirectly caused by Supplier’s acts or omissions, including all costs of notice and/or remediation.
- (e) Supplier shall respond promptly and appropriately to any inquiries from Leidos related to compliance with this clause, to include providing documentation of the implemented data security safeguards and processes Supplier has implemented.
- (f) This clause applies in addition to any other information security or data privacy requirements included or incorporated into this Subcontract.

28.0 DATA PROTECTION

For the purposes of this Subcontract, (1) **“Leidos Personal Information”** means any Personal Information (a) provided to Supplier or made accessible to Supplier by Leidos or (b) any Personal Information collected by Supplier on behalf of Leidos, (2) **“Process,”** and any variation thereof, means any operation or set of operations that are performed on Personal Information or sets of Personal Information, whether or not by automated means, including collecting, recording, organizing, structuring, storing, retaining, adapting or altering, retrieving, consulting, using, disclosing, disseminating, combining, erasing, or destroying Personal Information, and (3) **“Data Subject Rights Request”** means any request from an individual to exercise rights provided under applicable law with respect to that individual’s Personal Information.

Supplier shall Process Leidos Personal Information in compliance with all applicable laws and regulations.

Supplier agrees that it will not collect, retain, use, provide access to, disclose, or otherwise Process Leidos Personal Information for any purpose other than (1) as necessary to perform services or functions under this Subcontract, or (2) comply with applicable law or judicial or governmental orders.

Supplier agrees to notify Leidos in writing within forty-eight (48) hours of receiving a Data Subject Rights Request involving Leidos Personal Information. At Leidos’ request, Supplier shall provide assistance to Leidos in responding to any Data Subject Rights Request received by Supplier which relates to Leidos Personal Information.

Prior to disclosing Leidos Personal Information or making Leidos Personal Information accessible to any service provider, vendor, agent, independent contractor, or other third party, Supplier will execute a written agreement with the service provider, vendor,



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agent, independent contractor, or other third party, which requires that such entity take on obligations and responsibilities that are materially similar to those imposed on Supplier under this Section of this Subcontract. Supplier agrees to remain fully liable to Leidos for all acts and omissions of any such service provider, vendor, agent, or independent contractor with respect to any Processing of Leidos Personal Information.

29.0 WORK ON LEIDOS AND THIRD PARTY PREMISES

- (a) "Premises" as used in this Section means premises of Leidos, its customers, or other third parties as the case may be.
- (b) Supplier shall ensure that Supplier personnel providing Work on any Premises comply with any on-premises policies and any required rules relating to the Premises including, but not limited to, the following prohibitions against: (i) bringing weapons of any kind onto the Premises; (ii) manufacturing, selling, distributing, possessing, using or being under the influence of controlled substances or alcoholic beverages while on the Premises; (iii) possessing hazardous materials of any kind on the Premises without Leidos' authorization; (iv) remaining in authorized areas only; (v) conducting any non-Leidos related business activities (such as interviews, hirings, dismissals or personal solicitations) on the Premises, (vi) sending or receiving non-Leidos related mail through Leidos' or third party's mail systems; (vii) sell, advertising or marketing any products or memberships, distributing printed, written or graphic materials on the Premises without Leidos' written permission or as permitted by law. Supplier shall follow instructions from Leidos in the event of an actual or imminent safety or environmental hazard on Premises.
- (c) Supplier personnel and all other persons, property, and vehicles entering or leaving the Premises are subject to search.
- (d) Supplier shall promptly notify Leidos and provide a report of any accidents or security incidents involving Supplier personnel including but not limited to loss of or misuse or damage to Leidos', Leidos' customer's, or third party intellectual or physical assets, and all physical altercations, assaults, or harassment.
- (e) Supplier shall ensure that Supplier personnel: (i) do not remove Leidos, customer, or third party assets from the Premises without Leidos authorization; (ii) use Leidos, customer, or third party assets only for purposes of this Subcontract; (iii) only connect or interact with or use computer resources, networks, programs, tools or routines authorized by Leidos; and (iv) do not share or disclose user identifiers, passwords, cipher keys or computer dial port telephone numbers. Leidos may, in its discretion, periodically audit Supplier's data residing on Leidos, customer, or third party assets on Premises.
- (f) Leidos may, in its sole discretion, instruct Supplier to remove an employee of Supplier from the Premises and require that Supplier not reassign such employee to any Premises under this Subcontract.
- (g) Violation of this clause may result in termination of this Subcontract in addition to any other remedy available to Leidos at law or in equity. Supplier shall reimburse Leidos, customer, or third parties for any unauthorized use of Leidos, customer, or third parties' assets.
- (h) Supplier shall (a) advise the Leidos Contractual Representative of any unauthorized direction or course of conduct; (b) immediately report to Leidos all emergencies (e.g., medical, fire, spills or release of any hazardous material) and non-emergency incidents (e.g., job-related injuries or illnesses) affecting the Work; and (c) provide Leidos with a copy of any reports of such incidents Supplier makes to authorities.

30.0 STANDARD OF BUSINESS CONDUCT, ETHICS, SUSTAINABILITY, AND SOCIAL RESPONSIBILITY

- (a) In performance of this Subcontract, Supplier shall conduct itself in a manner consistent with the principles expressed in either the Leidos Code of Conduct, which may be viewed at www.leidos.com. If Supplier has cause to believe that Leidos, any employee or agent of Leidos, or any Supplier employee has acted improperly or unethically under this Subcontract, Supplier shall report such behavior to the Leidos Ethics Hotline at 855-7-LEIDOS/ (855-753-4367). Leidos provides its Code of Conduct and ethics training for informational purposes only, and makes no representations as to its appropriateness for use outside of Leidos.
- (b) Supplier shall not offer or give something of value to Leidos or any employees of Leidos for the purpose of obtaining or rewarding favorable treatment in connection with this Subcontract. In connection with providing the Work, Supplier shall neither undertake, nor cause, nor permit to be undertaken, any activity which either: (i) is illegal under any applicable Laws, or (ii) would have the effect of causing Leidos to be in violation of any United States, or other applicable Laws including, but not limited to, the U.S. Foreign Corrupt Practices Act. Supplier represents that (a) it is familiar with and understands the provisions of the U.S. Foreign Corrupt Practices Act (FCPA) and the U.K. Bribery Act and that neither it nor any of its officers or directors is/are a government Official; (b) none of its employees, officers, directors or agents who will provide Work hereunder or with Leidos on this Subcontract has been indicted or otherwise linked to corrupt conduct or any other wrongdoing, based on all evidence from internal investigations and current law enforcement investigations;



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(c) neither it nor any of its employees has made, nor has any employee of Leidos solicited, a kickback in violation of the Anti-Kickback Act of 1986, 41 U.S.C. Chap. 87.

- (c) Supplier hereby acknowledges and agrees that Leidos is committed to minimizing its impact on the environment, promoting safe workplace conditions, and the protection of internationally proclaimed human rights. Supplier shall (a) comply with all local environmental, health, and safety regulations in the performance of the Work; (b) use reasonable efforts to use processes, materials, and transportation methods that support sustainability of the environment throughout the supply chain (e.g., applying energy-efficient, environmentally friendly technologies to reduce waste, and emissions to air, water, and soil); (c) not engage in the discrimination of employees or discriminate in the selection of lower-tier suppliers on the basis of sex, race, color, age, religion, creed, sexual orientation, national origin or citizenship, ancestry, disability, marital status, gender identity, military or veteran status, or any other basis protected by law.

31.0 FORCE MAJEURE

Neither party shall be liable for any failure of or delay in performance of its obligations under this Subcontract to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, epidemics, pandemics, acts of a public enemy, terrorism, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), acts of any governmental body, failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, or inability to obtain labor, materials, power, equipment, or transportation (collectively referred to herein as "Force Majeure"). Each party shall use its reasonable efforts to minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event and to promptly notify the other of any actual or potential Force Majeure event. In the event Supplier is unable to meet its obligations pursuant to a Force Majeure event, Leidos may undertake costs and expenses to perform its obligations under the Prime Contract, which Supplier shall reimburse to Leidos and Leidos may setoff such costs and expenses by money owed to Supplier.

32.0 ORGANIZATIONAL CONFLICT OF INTEREST

Supplier represents and warrants that its performance of the Work under this Subcontract does not constitute and will not create an organizational conflict of interest (OCI) that would impair its ability to provide impartial services to Leidos and its customer. If, during the Term, Supplier becomes aware of any actual or potential organizational conflict of interest caused by its performance of the Work under this Subcontract, Supplier shall promptly notify Leidos in writing of the nature of such actual or potential organizational conflict of interest.

33.0 GOVERNING LAW

This Subcontract shall be governed by and construed in accordance with the laws of the State of Illinois, and venue for any legal claim shall be in the state and federal courts of the State of Illinois.

34.0 COMPLIANCE WITH LAW

Supplier agrees to comply with the applicable provisions of any federal, state or local law or ordinance and all orders, rules and regulations issued thereunder.

35.0 EXPORT CONTROL COMPLIANCE

Supplier shall comply with all applicable U.S. export laws and regulations, including International Traffic in Arms Regulations ("ITAR") and the Export Administration Regulations ("EAR"). The subject technology of this Subcontract (including data, services, software and hardware provided hereunder, defined as "Controlled Technology") may be controlled under these laws and regulations and may not be exported or re-exported without prior authorization in accordance with ITAR and EAR. Access to Controlled Technology by Foreign Persons as defined by 22CFR120.16 may require an export authorization. Supplier shall have full responsibility for obtaining any export licenses or authorization required to fulfill its obligations under this Subcontract.

36.0 CHANGES

- (a) Leidos may, at any time, by written order, make changes within the general scope of this Subcontract in any one or more of the following: (i) drawings designs, or specifications when the supplies to be furnished are to be specially manufactured under this Subcontract in accordance with the drawings, designs, or specifications; (ii) method of shipment or packing; and/or (iii) place of delivery.
- (b) Supplier shall assert its right to an adjustment under this clause within 20 days from the date of receipt of the written order.



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- (c) Failure to agree to any adjustment will be a dispute under the Disputes clause of this Subcontract; provided, however, that nothing in this clause excuses Supplier from proceeding with the Work as changed without interruption and without awaiting settlement of any such dispute.

37.0 DISPUTES

Leidos and Supplier agree to enter into negotiations to resolve any dispute arising out of or relating to this Subcontract. Both parties agree to negotiate in good faith to attempt to reach a mutually agreeable settlement within a reasonable amount of time. If negotiations are unsuccessful, the parties agree that the sole and exclusive venue for any legal proceeding arising out of or relating to this Subcontract shall be in the state or federal courts of the State of Illinois. The parties expressly submit to the jurisdiction of the state and federal courts of the State of Illinois and agree that any party that unsuccessfully challenges the enforceability of this forum selection clause shall reimburse the other party all reasonable attorneys' fees and costs incurred in defending such unsuccessful challenge.

38.0 TERMINATION FOR CONVENIENCE

- (a) Leidos may, in its sole direction, terminate this Subcontract or any Statement of Work or order issued hereunder, in whole or in part, at any time, without cause, by providing written notice to Supplier. Upon receiving notice of such termination, Supplier shall:
- I. stop all work on under the Subcontract or Statement of Work or order on the date and to the extent specified;
 - II. place no further Statements of Work or orders hereunder except as may be necessary for completing such portions of the Subcontract, Statement of Work or orders as have not been terminated;
 - III. protect all property in which Leidos has or may acquire an interest and deliver such property to Leidos.
- (b) Within twenty (20) days from such termination, Supplier may submit to Leidos its written claim for payment for Work performed or delivered thru the date of termination, in the form prescribed by Leidos. Failure to submit such claim within such time shall constitute a waiver of all claims and a release of all Leidos' liability arising out of such termination. Under no circumstance shall Supplier be entitled to anticipatory or lost profits.
- (c) Leidos may, in its sole discretion, verify claims hereunder and Supplier shall make available to Leidos, upon its request, all relevant, non-proprietary books and records for inspection and audit (e.g., time cards and receipts). If Supplier fails to afford Leidos its rights hereunder, Supplier shall be deemed to have relinquished its claim.

39.0 TERMINATION FOR DEFAULT

- (a) Leidos may, by written notice of default to Supplier, terminate the whole or any part of this Subcontract in the event Supplier (i) fails to deliver the goods within the time specified herein or any extension thereof; or fails to perform any of the other provisions of this Subcontract or so fails to make progress as to endanger performance of this Subcontract in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from Leidos specifying such failure; or (iii) becomes insolvent or the subject of proceedings under any law relating to the relief of debtors or admits in writing its inability to pay its debts as they become due.
- (b) If Leidos terminates this Subcontract hereunder, Leidos may procure or otherwise obtain, upon such terms and in such manner as Leidos may deem appropriate, goods similar to those terminated. Supplier shall be liable to Leidos for any excess costs of such similar goods.
- (c) Supplier shall transfer title and deliver to Leidos, in the manner and to the extent requested in writing by Leidos at or after termination, such complete or partially completed articles, property, materials, parts, tools, fixtures, plans, drawings, information and contract rights as Supplier has produced or acquired for the performance of the terminated part of this Subcontract and Leidos shall pay Supplier the price for completed articles delivered to and accepted by Leidos and the fair value of the other property of Supplier so requested and delivered. Supplier shall continue performance of this Subcontract to the extent not terminated. Leidos shall have no obligation to Supplier with respect to the terminated part of this Subcontract except as herein provided.

40.0 NON-WAIVER OF RIGHTS

The failure of either party to insist upon performance of any of the terms and conditions in this Subcontract or to exercise any rights or remedies shall not be construed as a waiver of its rights to assert any of the same or rely on any such terms or conditions at any time thereafter. The invalidity in whole or in part of any term or condition of this Subcontract shall not affect the validity of other parts hereof.

41.0 ORDER OF PRECEDENCE



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This Subcontract, the provisions of the Prime Contract and all other Contract Documents are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provision of this Subcontract irreconcilably conflicts with a provision of the Prime Contract, the provision imposing the greater duty or obligation on the Supplier shall govern. This Subcontract and all of the Contract Documents listed below and attached hereto are intended to be read and construed in harmony with each other:

1. These Subcontract Terms and Conditions (Rev. 02-22-2021)
2. Attachment A: Prime Contract Flowdown Provisions dated 11/15/2021
3. Attachment B: Ameren Illinois CyberSecurity Terms and Conditions dated 11/15/2021
4. Attachment C: Additional CyberSecurity Terms for Subcontractors dated 11/15/2021
5. Attachment I-A: Statement of Work and Schedule

42.0 SURVIVAL AND ENFORCEABILITY

If this Subcontract expires or is terminated, the Parties shall not be relieved of their obligations for any clause that survives under applicable law or regulation. If any clause or provision of this Subcontract, or part of such clause or provision, is or becomes invalid or unenforceable then the remaining clauses or provisions hereof shall continue to be effective.

43.0 ENTIRE AGREEMENT

The parties hereby agree that this Subcontract shall constitute the entire agreement and understanding between the parties hereto and shall supersede and replace any and all prior or contemporaneous representations, agreements or understandings of any kind, whether written or oral, relating to the subject matter hereof. In witness whereof, the duly authorized representatives of Leidos and the Supplier have executed this Subcontract on the dates shown below.

SUPPLIER:

LEIDOS ENGINEERING, LLC

(Company Name)

LEIDOS ENGINEERING, LLC

X

(Signature)

X

(Signature)

Name:

(Type or Print)

Name: Tod J. Comin

(Type or Print)

Title:

Title: Subcontract Administrator - Principal

Date:

Date:
