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1 THE SERVICES

- 1.1 Supplier will perform the Services in accordance with the terms and conditions of this Agreement and any PO and or SOW issued hereunder.
- 1.2 Supplier warrants it will perform the Services (a) in a professional, workmanlike manner, (b) in accordance with the highest industry standards and the schedules, standards and rules set forth in any attachment hereto. Unless otherwise agreed by Honeybee Robotics in writing, Honeybee Robotics' obligation will not exceed the maximum commitment specified in any PO. Supplier will provide all equipment and supplies required to perform the Services, if applicable, unless Honeybee Robotics and Supplier determine that Supplier needs access to certain Honeybee Robotics proprietary systems, in which event Honeybee Robotics will provide such access to the proprietary systems and/or provide equipment for obtaining such access. Upon completion of the Services, Supplier will return any such proprietary equipment to Honeybee Robotics.
- 1.3 Supplier will prepare and furnish to Honeybee Robotics such progress reports, in form and content acceptable to Honeybee Robotics, as are specified in any PO and/or SOW or attachment thereto, or as reasonably requested by Honeybee Robotics from time to time.
- 1.4 Honeybee Robotics will pay Supplier for Services rendered at the Rate specified in each PO. In addition, Honeybee Robotics will reimburse Supplier for the actual, out-of-pocket expenses reasonably incurred by Supplier in performing the Services, but only to the extent such expenses are included in a written budget approved and signed by Honeybee Robotics or are otherwise approved by Honeybee Robotics in writing as reimbursable expenses under this Agreement prior to the time they are incurred by Supplier.
- 1.5 Supplier will submit invoices for payment electronically via the method specified on the Purchase agreement.
 - 1.5.1 Each invoice (a) will specify the fees and reimbursable expenses (if any) payable with respect to the relevant Services performed during the invoice period, (b) will be in form and content reasonably acceptable to Honeybee Robotics, and (c) at a minimum will include:
 - Detailed description of respective Services provided:
 - Time spent by Supplier and its permitted subcontractors in performance of the respective Services;
 - Itemization of any reimbursable expenses including shipping and handling charges, and
 - A reference to any PO numberSupplier will furnish such receipts, documents and information as Honeybee Robotics may reasonably request to verify any invoice under this Agreement.
 - 1.5.2 Honeybee Robotics will reimburse certain Supplier travel expenses under Honeybee Robotics' Supplier Travel Policy, attached hereto as Appendix 1. Unless otherwise

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agreed to in advance of project commencement, Honeybee Robotics will not pay labor costs during travel time.


- 1.5.3 Within 30 days after Honeybee Robotics' receipt of any invoice from Supplier in conformance with this Section 1.5, Honeybee Robotics will pay Supplier the amount payable thereunder.
- 1.5.4 The compensation and other amounts payable to Supplier under this Agreement include all sales, use, excise, and other applicable taxes. Honeybee Robotics will not pay any additional amounts for any such taxes.

2 CHANGES

- 2.1 Honeybee Robotics may periodically make changes to the Services that are within the general scope of this Agreement by giving Supplier written notice of such changes. Changes may include, for example, modifications to the amount of Services, the items to be delivered or the schedules for performance.
- 2.2 If any change results in an increase or decrease in the parties' best estimate of the time or expense required to perform the remaining Services, Honeybee Robotics and Supplier will adjust the schedules and/or the compensation payable for the performance of such Services, as is equitable and reasonable, to reflect the increase or decrease; provided:
 - 2.2.1 Supplier and Honeybee Robotics will negotiate in good faith regarding any such equitable and reasonable adjustments; provided that no adjustment will be made unless (a) one party proposes the adjustment to the other party, in writing, within 30 days following the date the change is ordered, and (b) the adjustment is described in a written amendment to this Agreement; and
 - 2.2.2 Supplier will proceed with each change as directed by Honeybee Robotics notwithstanding any dispute concerning related adjustments.

3 STATEMENT OF WORK


- 3.1 The Statement of Work will describe the Services to be performed under this Agreement. Each SOW should include the Services start date and location; Services expected completion or end date; a description of the scope of work; information (as applicable) on the skills and qualifications required to perform the various tasks under the SOW; the Supplier's service provider(s) or subcontractors for performing the task or tasks within the scope of work; and the Honeybee Robotics contact name.
- 3.2 The SOW and/or Services may be cancelled at any time by Honeybee Robotics. Except for paying for non-disputed services already rendered under an SOW, Honeybee Robotics will have no liability whatsoever for cancelling a SOW. To the extent that Honeybee Robotics determines to extend a SOW with Supplier or assignment under a SOW, Honeybee Robotics, in its sole discretion, may provide an extension.
- 3.3 The terms of this Agreement will govern any Services performed by Supplier under any PO or SOW, with the terms of any PO and the SOW being in addition to (and not in lieu of) the

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terms of this Agreement. Any conflict between the terms of a SOW, PO and this Agreement will be settled in accordance with the "Order of Precedence" section in the PO.

4 INDEPENDENT SUPPLIER

- 4.1 Supplier will perform the Services as an independent contractor of Honeybee Robotics, and this Agreement will not be construed to create a partnership, joint venture, agency or employment relationship between Supplier (including any subcontractor of Supplier) and Honeybee Robotics or any affiliate of Honeybee Robotics. Supplier will not represent itself or Supplier's employees to be an employee or agent of Honeybee Robotics or any affiliate of Honeybee Robotics and will have no authority to enter into any agreement on Honeybee Robotics' behalf or in the name of Honeybee Robotics or any affiliate or related entity of Honeybee Robotics. Supplier will retain full control over the manner in which it performs the Services and will not be entitled to workers' compensation, retirement, insurance, incentives or other benefits afforded to employees of Honeybee Robotics.
- 4.2 All persons furnished by Supplier to accomplish the intent of this Agreement, including but not limited to Supplier's employees, are and will be considered solely as Supplier's employees or agents, and Supplier will instruct its personnel to follow all applicable laws, rules, and regulations involving, among other things, employment of labor, workers' compensation, payment of wages including minimum wage and overtime, and withholding and payment of all applicable employer taxes of any nature with regard to Supplier's employees, including but not limited to applicable FICA, FUTA, etc.
- 4.3 U.S. Person Status and Background Checks
 - 4.3.1 Supplier will only assign its employees (or subcontractors approved by Honeybee Robotics) to perform Services for Honeybee Robotics (a) who have the requisite skills and qualifications to perform the Services as provided in the SOW; and (b) who are qualified, legally authorized individuals who meet one of the following classifications below to provide the Services: individuals must be either a Must be a U.S. citizen or national, U.S. permanent resident (current Green Card holder), or lawfully admitted into the U.S. as a refugee or granted asylum. Supplier must complete Appendix B (U.S. Personhood Certification) for any of Supplier's employees (or approved subcontractors) requiring unescorted access to a Honeybee Robotics site or requiring access to Honeybee Robotics' information technology network or system. Please send the U.S. Person Certification for everyone requiring such access to Honeybee Robotics' authorized Supply Chain representative.
 - 4.3.2 To the extent that Supplier's employees (or approved subcontractors) require unescorted access to a Honeybee Robotics site, require Honeybee Robotics hardware (such as a laptop), or require access to Honeybee Robotics' IT network, Supplier warrants that, prior to the commencement of the Services that each individual has undergone a background check (consistent with applicable law), and has not been convicted of any misdemeanor or felony involving violence, sexual misconduct, theft or computer crimes, fraud or financial crimes, drug distribution, or crimes involving unlawful possession or use of a dangerous weapon. Supplier also


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warrants that it possesses no other information about any individual providing Services that would qualify or limit his/her suitability for providing the Services. Supplier will promptly notify Honeybee Robotics to the extent that Supplier becomes aware of such (qualifying or limiting) information during the performance of this Agreement. The foregoing background check at minimum must include the following results, where permissible by law: national criminal background search (state and federal), social security number trace, global watchlist check (also known as denied party and sanctions screening), sex offender registry search, county of residence check (criminal and civil), and seven-year criminal search (county and federal search) based on social security number trace and address history provided. Upon Honeybee Robotics' written request (for purposes of auditing compliance with this Section 4.3.2 from time to time), Supplier will promptly provide Honeybee Robotics a copy of background check results for individuals providing Services. Supplier will retain the results of all background checks for a minimum of two years from the date Services are performed by the applicable individual. Supplier must complete an attestation in the form of Appendix 3 (Third Party Pre-employment Background Check Attestation) for any of Supplier's employees (or approved subcontractors) requiring unescorted access to a Honeybee Robotics site, requiring Honeybee Robotics hardware (such as a laptop), or requiring access to Honeybee Robotics' IT network. For each individual, Supplier will review the results from the background check and adjudicate any discrepancies, misdemeanor convictions, or felony convictions and will represent that the individual does not pose an unreasonable risk to Honeybee Robotics employees, sites, or systems. Please send the Third Party Pre-employment Background Check Attestation for everyone requiring this access to Honeybee Robotics' authorized Supply Chain representative.

- 4.4 Supplier will have the sole obligation to pay its employees (and where applicable subcontractors), including but not limited to, all wages, minimum wage, overtime pay, other compensation, and benefits (if any) owing to Supplier's employees as a result of their assignment to Honeybee Robotics under an SOW. If applicable, the hourly billing rates for Supplier will be agreed upon on a case-by-case basis as stated in an SOW or PO.
- 4.5 Except for the payment(s) due to Supplier for the Services under Section 1.4 above, Supplier acknowledges, understands and agrees that Supplier, Supplier's employees, and any subcontractors retained by Supplier (with the approval of Honeybee Robotics) for performance of the SOW, are not entitled to any other payment by Honeybee Robotics, including but not limited to, any other wages, overtime pay, workers' compensation, retirement, insurance, incentives, or other benefits that Honeybee Robotics provides to employees of Honeybee Robotics, including but not limited to any equity incentives, 401(k) benefits, healthcare benefits, or any other benefits ("Benefits").

5 SAFETY

- 5.1 Supplier will ensure that all work performed by its employees and subcontractors is conducted safely. In addition to Supplier's other safety precautions, Supplier will notify all

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its employees and subcontractors of the requirement to conform to all safety rules established by Honeybee Robotics from time to time, including but not limited to Honeybee Robotics' Environmental, Health and Safety Policies.

6 SUBCONTRACTORS AND OTHER PERSONNEL


- 6.1 Supplier will not subcontract any Services under this Agreement without Honeybee Robotics' prior written consent. Written consent may be provided by Honeybee Robotics pursuant to a PO or SOW issued under this Agreement which will include the identification of any such subcontractor. Subcontractors are subject to the background check process under Section 4.3 above. Notwithstanding the existence or terms of any subcontract, Supplier will remain responsible for the full performance of the Services.
- 6.2 The terms and conditions of this Agreement will be binding upon Supplier's employees, agents, subcontractors and affiliates. Supplier (a) will ensure that such personnel comply with this Agreement, and (b) will be responsible for all acts, omissions, negligence, and misconduct of such personnel.

7 COMPLIANCE WITH LAWS

- 7.1 Supplier (a) will comply with all applicable federal, state and local laws, regulations and orders with respect to its performance of the Services by Supplier and its employees, including but not limited to all applicable wage and hour, equal employment opportunity, anti-discrimination, anti-harassment, and anti-retaliation laws, (b) will file all reports relating to the Services (including, without limitation, tax returns), (c) will pay all filing fees and federal, state and local taxes applicable to Supplier's business, and (d) will pay all amounts required under local, state and federal workers' compensation acts, disability benefit acts, unemployment insurance acts and other employee benefit acts when due. Supplier will provide Honeybee Robotics with such documents and other supporting materials as Honeybee Robotics reasonably may request to evidence Supplier's continuing compliance with this Section 7.

8 RESULTS

- 8.1 As used in this Agreement, "Results" means all products, devices, deliverables, designs, computer programs, models, techniques, know-how, algorithms, processes, procedures, discoveries or inventions, and all materials, texts, drawings, renderings, specifications, software, source code, so-called 'look & feel' of software environments, and other recorded information, in preliminary or final form and on any media whatsoever, that are conceived, reduced to practice, developed, discovered, invented or made by Supplier (whether solely or jointly with others) in connection with or as a result of its performance of the Services.
- 8.2 Honeybee Robotics will be the exclusive owner of all right, title and interest in and to the Results and all related patents, copyrights, trade secrets, trademarks and other intellectual property rights. To the extent permitted under applicable law, the Results will constitute "works made for hire," and the ownership of such Results will vest in Honeybee Robotics at the time they are created. In any event, Supplier hereby assigns and transfers to Honeybee

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Robotics, without separate compensation, all right, title and interest that Supplier may now or hereafter have in the Results. Supplier will promptly disclose all Results to Honeybee Robotics.

- 8.3 Supplier and its employees, subcontractors and agents will take such action as Honeybee Robotics reasonably may request to effect, evidence or perfect Honeybee Robotics' ownership rights in the Results and associated intellectual property rights. All Results will be deemed to be the confidential, proprietary and trade secret information of Honeybee Robotics under and subject to Sections 8 and 12.
- 8.4 If any individual or entity who is not a direct employee of Supplier (including without limitation any subcontractor) performs or otherwise participates in any Services, Supplier will obtain from such non-employee a legally binding, written assignment sufficient to transfer to Honeybee Robotics all the non-employee's rights, title and interest in and to the Results. Upon Honeybee Robotics' request, Supplier will provide Honeybee Robotics with copies of all such assignments.
- 8.5 Supplier represents and warrants that the Results (and Honeybee Robotics' exercise of its rights with respect to the Results) will not infringe, misappropriate, or violate any patent, copyright, trade secret, trademark, or other intellectual property right of any third party.
- 8.6 To the extent that any Results are based on Supplier's Technology and pre-existing intellectual property developed prior to this Agreement, Supplier grants to Honeybee Robotics an irrevocable, nonexclusive, world-wide, royalty-free license to use, sell, or offer for sale its pre-existing inventions, technology, designs, works of authorship, mask works, technical information, computer software and other information or materials incorporated into items or processes developed for Honeybee Robotics.

9 NO CONFLICTS

Supplier represents and warrants that:

- 9.1 Supplier's execution, delivery and performance of this Agreement and any Services provided hereunder will not violate any employment, nondisclosure, confidentiality, consulting, or other agreement to which Supplier is a party or by which it may be bound.
- 9.2 Supplier will not use, in the performance of the Services or the creation of any Results or disclose to Honeybee Robotics any confidential or proprietary information of any other person in violation of any obligation or duty that Supplier owes to the other person. Supplier's compliance with this Section 9.2 will not restrict or impair Supplier's performance of the Services and its other obligations to Honeybee Robotics.
- 9.3 Supplier will not divert or interfere with any of Honeybee Robotics' existing or prospective business relationships with employees, contractors, customers, or other third parties.
- 9.4 During the term of this Agreement, Supplier will not enter any contractual relationship with a third party that would either (a) create an unreasonable risk that Supplier would violate its obligations under the Parties' NDA, or (b) would unreasonably interfere with its ability to perform the Services.

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10 INDEMNIFICATION

10.1 Supplier will indemnify, defend and hold Honeybee Robotics (and Honeybee Robotics' agents, owners and employees) harmless from all claims, damages, liabilities, losses and expenses (including reasonable attorneys' fees) arising out of or based upon or relating to:

10.1.1 Supplier's material breach of this Agreement;

10.1.2 Any negligent act or omission or any willful misconduct of Supplier or Supplier's employees or other personnel or anyone acting on Supplier's behalf in the furtherance of or during the time period of providing the Services under this Agreement;

10.1.3 Any claim for wages or benefits, including but not limited to, minimum wage or overtime claims, workers' compensation claims, unemployment compensation claims, benefits claims, or disability claims by Supplier or Supplier's employees or other personnel or anyone acting on Supplier's behalf under this Agreement;


10.1.4 Any claim by Supplier or Supplier's employees or other personnel or anyone acting on Supplier's behalf related to or challenging the independent contractor status of Honeybee Robotics and Supplier or Supplier's employees or other personnel or anyone acting on Supplier's behalf under this Agreement, including but not limited to claims regarding the employment status of Supplier, Supplier's employees, or subcontractors, or claims by Supplier's employees or subcontractors that they are employees of Honeybee Robotics;

10.1.5 Any bodily injury or death of Supplier or Supplier's employees or other personnel of Supplier and/or any damage to Supplier's property arising out of a negligent act or omission or willful misconduct of Supplier or Supplier's employees in the furtherance of or during the period of providing the Services under this Agreement so long as such bodily injury or death was not caused by the negligent acts or omission of Honeybee Robotics or any of its employees; and

10.1.6 The infringement or misappropriation of any foreign or United States patent, copyright, trade secret or other intellectual property right by the Results, provided the infringement is not based on an alteration or modification made by Honeybee Robotics.

11 INSURANCE, RISK OF LOSS

11.1 Supplier will obtain and maintain for the duration of this Agreement and at its sole expense the following types of insurance policies with the following minimum limits: (a) commercial general liability insurance, including contractual liability, cross liability, products and completed operations, and personal and advertising injury, with limits not less than two million dollars (\$2,000,000) per occurrence combined single limit, insuring against claims for bodily injury and property damage Supplier assumes under this Agreement; (b) business auto liability insurance with limits not less than one million dollars (\$1,000,000) per accident covering owned, hired, or non-owned vehicles; (c) workers' compensation insurance with

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statutory limits as required by law under the jurisdiction where the Services are to be performed; and (d) employers' liability insurance with limits not less than one million dollars (\$1,000,000) covering injury, illness or death. Such insurance will be primary to any insurance that may be carried by Honeybee Robotics, ensure that Supplier's insurers waive their rights of subrogation in favor of Honeybee Robotics, and name Honeybee Robotics, its affiliates, officers, directors, employees, and contractors of any tier (other than Supplier) as additional insureds. Insurance required herein will not be cancelled or materially altered without prior notification to Honeybee Robotics, as per each policy's notification provisions.


- 11.2 Upon execution of this Agreement Supplier will provide Honeybee Robotics with certificate(s) of insurance, identifying additional insureds as specified above, and other supporting documentation as Honeybee Robotics reasonably may request to evidence Supplier's continuing compliance with the preceding sentence. Honeybee Robotics' acceptance of any of Supplier's insurance will not relieve Supplier of any obligations under this Agreement, including but not limited to its defense and indemnity, even for claims over Supplier's policy limits.

12 NONDISCLOSURE AGREEMENT

- 12.1 All information disclosed to or otherwise acquired by Supplier in the course or as a result of its performance of the Services will be maintained in confidence by Supplier in accordance with the provisions of the NDA. Additionally, Supplier's employees or other personnel or anyone acting on Supplier's behalf assigned to Honeybee Robotics may require access to certain information, which Honeybee Robotics considers proprietary and confidential ("Proprietary Information"). If Supplier's employees or other personnel or others acting on Supplier's behalf will have access to Honeybee Robotics' Propriety Information or systems, those persons will be required to maintain in confidence this information in accordance with written confidentiality restrictions by Supplier, the provisions of which will be no less stringent than the NDA signed between Supplier and Honeybee Robotics. Supplier is required to disclose all obligations under the NDA between Supplier and Honeybee Robotics in writing to Supplier's employees and other personnel and anyone acting on behalf of Supplier. In addition, Honeybee Robotics reserves the right to require each of Supplier's employees, other personnel, and anyone acting on behalf of Supplier under this Agreement to execute an individual NDA agreement directly between each of those persons and Honeybee Robotics.

13 TERM AND TERMINATION

- 13.1 The term of this Agreement will commence on the date set forth above and will remain in effect as long as any PO is outstanding hereunder, unless earlier terminated pursuant to this Section 13.
- 13.2 Honeybee Robotics may terminate this Agreement at any time without cause by giving Supplier one day written notice of such termination. Upon any such termination, Honeybee Robotics will pay Supplier (as full payment under this Agreement) the portion of the

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compensation payable to Supplier hereunder that is attributable to Services satisfactorily performed prior to the effective date of termination.

- 13.3 Either party may terminate this Agreement upon the other's material breach of this Agreement, provided that (a) the nonbreaching party sends written notice to the breaching party describing the breach in reasonable detail, and (b) the breaching party does not cure the breach within 5 days following its receipt of such notice, and (c) following the expiration of the 5-day cure period, the nonbreaching party sends a second written notice to the breaching party indicating its desire to terminate this Agreement.
- 13.4 Sections 8, 10, and 12 (together with all other provisions that reasonably may be interpreted as surviving termination or expiration of this Agreement) will survive the termination or expiration of this Agreement.

14 CONDITIONS OF SERVICE


- 14.1 If Honeybee Robotics removes Supplier's employee for any reason within the first twenty-four (24) hours of the employee performing work, Honeybee Robotics will not be charged by Supplier for the hours worked by the employee, except that Honeybee Robotics will pay for reasonable travel costs associated with the assignment of Supplier's employee who is removed from work on the SOW. If Honeybee Robotics removes Supplier's employee after the first twenty-four (24) hours worked, then Honeybee Robotics will pay for all hours worked up to and including removal of the employee from the SOW.

15 TIME KEEPING

- 15.1 Supplier's employees may be required to submit a weekly record of hours worked during that week so that Supplier may timely and accurately invoice Honeybee Robotics at the end of the Invoicing Period. Online time-recording must be approved by a Honeybee Robotics contact. Supplier is responsible for ensuring that its employees accurately record and report all hours worked during the workweek pursuant to the PO and SOW, including but not limited to regular hours and overtime hours. Failure by Supplier's employee to accurately and completely report all hours worked to Supplier is a basis for immediate cancellation of the provision of services by any such employee of Supplier at Honeybee Robotics, in Honeybee Robotics' sole discretion.

16 COMPLIANCE

- 16.1 Supplier will notify all of its employees who are performing Services at Honeybee Robotics that they will be required to comply with any and all applicable Honeybee Robotics policies, procedure, and processes, including, but not limited to policies and standards for Environmental, Health and Safety, Equal Employment Opportunity, Anti-Harassment and Anti-Discrimination, Information Technology (IT) Process, Standards, and Assets, and any other Policies as designated by Honeybee Robotics from time to time.

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17 REMOVAL FROM PREMISES

17.1 Honeybee Robotics may, at its sole discretion remove any of Supplier's employees or other personnel or anyone acting on Supplier's behalf at any time from any Honeybee Robotics site, including but not limited to, for safety concerns.

18 DISPUTES

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

19 GOVERNING LAW AND VENUE

19.1 Each PO will be interpreted and enforced in accordance with the laws of the state of Honeybee Robotics' address as listed on the face of the PO. Supplier irrevocably consents to the jurisdiction of the courts of that state, with venue laid in the county of the Honeybee Robotics address listed on the face of the PO.

20 SEVERABILITY


20.1 Each provision of this Agreement will be considered severable. In the event any term or provision of this Agreement is held invalid, void, or otherwise unenforceable by law, regulation, or other means, such term or provision will be excluded to the extent of such invalidity, illegality, or unenforceability. All other terms and provisions hereof will continue in full force and effect.

21 NO WAIVER

21.1 A waiver of any provision of this Agreement will not constitute a waiver of any other provision of the terms of this Agreement. The failure of either party to enforce any provision of this Agreement will not constitute a waiver of such provision of this Agreement, which will remain in full force and effect. The parties agree that a waiver of any provision of this Agreement in one circumstance will not prevent a party from subsequently requiring compliance with the same provision of this Agreement on other occasions.

22 AFFILIATES


22.1 A SOW issued pursuant to this Agreement may be entered into by Honeybee Robotics or any of its affiliates as outlined herein or Supplier or any of its affiliates (as specifically stated in the applicable SOW and in any such instance, all references to "Honeybee Robotics" or "Supplier" in this Agreement and in such SOW will refer to such affiliate, as applicable). Any such SOW will become an independent agreement between those specific parties, and Supplier and such affiliate or Honeybee Robotics and such affiliate will have no liability (joint, several or otherwise) under such SOW.

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23 MISCELLANEOUS

- 23.1 All notices hereunder will be given in writing, will refer to this Agreement and will be personally delivered or sent by email to the Supplier's Service Provider and Honeybee Robotics' Contact Person, or by overnight courier, receipted facsimile transmission or registered or certified mail (return receipt requested) to the address set forth above. Any party may from time to time change such address by giving the other party notice of such change in accordance with this Section 23.1.
- 23.2 Supplier may not assign this Agreement, in whole or in part, without Honeybee Robotics' prior written consent. Subject to the foregoing, all the terms and provisions of this Agreement will be binding upon, will inure to the benefit of and will be enforceable by the parties and their respective successors and permitted assigns.
- 23.3 The remedies specified in this Agreement are in addition to any other remedies that may be available at law or in equity.
- 23.4 This Agreement (together with the NDA and applicable POs and SOW under this Agreement) represents the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous or contemporaneous oral or written agreements regarding such subject matter. This Agreement may be amended or modified only by a written instrument signed by a duly authorized agent of each party.


UNCONTROLLED

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APPENDIX A. HONEYBEE ROBOTICS SUPPLIER TRAVEL POLICY

A.1 GENERAL TERMS

- A.1.1 Unless specified elsewhere in this document, Honeybee Robotics will only reimburse Suppliers for expenses that are reasonable, as well as ordinary and necessary deductible business expenses as defined in the US Internal Revenue Code (511).
- A.1.2 Failure of a Supplier to follow this policy may result in expenses not being reimbursed.
- A.1.3 All Suppliers should exercise sound judgement and act frugally when expending resources of Honeybee Robotics to ensure that expenditures are necessary to support company goals and mission objectives.
- A.1.4 Fee amounts reflected in this Terms document do not include taxes.
- A.1.5 For all expenses, Suppliers must submit an itemized receipt for all expenses over USD \$50 of value.
- A.1.6 Suppliers are required to provide the business purpose for all expenses claimed.
- A.1.7 When required to submit a receipt, Suppliers must submit a detailed receipt which details what was purchased and proving the expense that was paid out of pocket. Credit Card receipts and any receipts missing pertinent data will not be reimbursed. Pertinent data includes, but is not limited to Dates, Vendor, Address, items, amounts, taxes, and totals.
- A.1.8 Honeybee Robotics will not reimburse Suppliers for expenses that are personal in nature while traveling and/or outside the scope of the business purpose of the trip.
- A.1.9 Suppliers must submit expenses for reimbursement within 30 days of the date of the expense being incurred.
- A.1.10 Honeybee Robotics will not reimburse expenses paid for in kind, via rewards program redemptions, or trade of assets. For example, if Supplier receives the "3rd night free" at a hotel under a rewards program, Honeybee Robotics will not reimburse Supplier for the value of that 3rd night hotel room stay.
- A.1.11 Honeybee Robotics will not reimburse any costs incurred due to the Supplier participating in illegal activity.
- A.1.12 Honeybee Robotics will only pay for actual expenses incurred.
- A.1.13 Where tipping is customary, Honeybee Robotics will allow tips of up to a maximum of 18% of the total bill (before taxes).

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A.2 AIRFARE


- A.2.1 Suppliers must book airfare at least 14 days in advance unless authorized in writing by Honeybee Robotics. Supplier will take lowest cost for the daily rate.
- A.2.2 Honeybee Robotics will only reimburse Suppliers for economy airfare for all air travel.
- A.2.3 Honeybee Robotics will not pay for seat upgrades or additional flight services. Suppliers may, at their own expense and without reimbursement, upgrade airfare classes for any air travel.
- A.2.4 Baggage fees beyond one checked bag will be the responsibility of the Supplier unless previously agreed to in writing by Honeybee Robotics.

A.3 VEHICLE RENTALS

- A.3.1 The standard vehicle rental size allowed is a Mid-size vehicle.
- A.3.2 Refueling of vehicles must be done prior to returning it to the rental agency. Honeybee Robotics will not pay for vehicle rental agency refueling fees.
- A.3.3 All Suppliers renting Vehicles must carry their own company insurance per their CPSA with Honeybee Robotics. Honeybee Robotics will not reimburse for Rental Agency purchased insurance.
- A.3.4 Honeybee Robotics will not reimburse for damages.
- A.3.5 Supplier is fully responsible for any expenses incurred by the Supplier or its representative participating in illegal activities while using a vehicle or incurring traffic violations of such as tickets for moving violations, traffic infractions, etc. (i.e. speeding tickets, parking tickets, vehicle towing, DUI or DWI citations, related court costs, attorneys' fees, etc.).

A.4 TRAVEL MEAL POLICY

- A.4.1 Honeybee Robotics will reimburse daily meal expenses not to exceed a total of \$76 USD. Honeybee Robotics will not reimburse daily meal expenses unless itemized receipts for the meal expense are submitted.
- A.4.2 Honeybee Robotics will not reimburse expenses for alcoholic beverages, nicotine products, or other controlled substances. Meal expenses must be submitted for reimbursement with an itemized statement, including but not limited to, itemization of costs such as alcoholic beverages, which must be excluded from the amount for which Supplier is seeking reimbursement.
- A.4.3 Suppliers will not be reimbursed for Honeybee Robotics employee meal expenses or others not associated with the engagement.

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A.5 HOTEL ACCOMMODATIONS

- A.5.1 Hotel Room standard is (ROH).
- A.5.2 Accommodation expenses are limited to \$200/night unless pre-approved in writing by Honeybee Robotics.
- A.5.3 All Hotel stays and payments must be accompanied by an itemized receipt. (Reservation confirmation, reservation receipts even those that show payment information are not considered valid receipts)
- A.5.4 If hotel stays are reserved through a third party, an itemized receipt must be submitted including a folio statement.

A.6 PERSONAL VEHICLE MILEAGE

- A.6.1 Mileage is to be reported from the closer of either the Supplier's office or home to a business destination. (i.e. meeting site, airport, etc.) Mileage will be paid at the current U.S. IRS rates.

UNCONTROLLED

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APPENDIX B. U.S. PERSON CERTIFICATION

Please complete the certification (and provide to Honeybee Robotics) for any of Supplier’s employees (or approved subcontractors) requiring unescorted access to a Honeybee Robotics site or, requiring access to Honeybee Robotics hardware (such as a laptop), or requiring access to Honeybee Robotics’ IT network's information technology network or system.

Pursuant to the requirements in Section 4.3.1 of Honeybee Robotics’ Consulting & Professional Services Terms and Conditions, Enter Name of Employee, is a U.S. person and eligible for engagement with Honeybee Robotics. U.S. persons are U.S. citizens or nationals, U.S. permanent residents (current Green Card holders), or persons who are lawfully admitted and authorized to work in the U.S. as refugees or granted asylum. Enter Supplier Name (“Supplier”) has verified that their employee is a U.S. person by viewing the following document (please check one):

- U.S. Passport
- U.S. Birth certificate (includes U.S. Consular Report of Birth Abroad U.S. Department of State issued Certificates of Birth Abroad)
- Lawful Permanent Resident Card
- Certificate of Naturalization or Citizenship
- Form I-94A Containing an Unexpired Refugee Admission Stamp
- Form I-94 or Form I-94A with lawful “Asylum granted” Stamp

I certify that the above is true and correct.

Printed Name: Enter Name	Company Name: Enter Company Name
Signature: _____	Email: Enter E-mail Address
Title: Enter Title	Date: <input type="text" value="Click or tap to enter a date."/>
Associated PO/SOW:	

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APPENDIX C. THIRD PARTY PRE-EMPLOYMENT BACKGROUND CHECK ATTESTATION

Supplier:	Enter Supplier Name
Supplier's Representative:	Enter Representative Name
Background Check Completion Date:	Click or tap to enter a date.

All U.S. employees of Supplier complete a pre-employment background check. This includes an independently performed background check by our InfoSec approved vendor, Enter Vendor Name, as permitted by applicable law. Under our current, general U.S. process, each U.S. employee's pre-employment background check includes the following searches:

- **Social Security Number (SSN) Trace:** a search that identifies an individual's address history for the past seven years and up to three (3) possible associated aliases for the individual, using the Social Security Number. - **Completed**
- **National Criminal Database:** a multi-jurisdictional database search to identify other possible jurisdictions where criminal records may exist outside of the derived address history. Any potential record must be validated by a county criminal search. – **Results: Passed**
- **County Criminal Search:** a search for seven years of felony and misdemeanor records, where allowed by law. Searches are conducted in each county within 7 years as identified by the SSN trace, or as provided by the individual. – **Results: Passed**
- **Federal District Search:** a search for seven years of felony and misdemeanor records, conducted in: each federal district in which an individual has address history (as provided by the individual, and as identified in the Social Security Number Trace). – **Results: Passed**
- **International Criminal Search:** a criminal check for any country that they have resided for more than 12 months in the past 7 years, where permissible by law. – **Results: Passed**
- **U.S. Department of Justice (DOJ) Sex Offender Registry Search:** a real-time search of the National Sex Offender Public Website. – **Results: Passed**
- **Denied Party and Sanctions Screening:** Relevant national governmental restricted or prohibited dealings lists, including, but not limited to, the Office of Foreign Asset Control (OFAC)'s Specially Designated Nationals and Blocked Persons List and terrorist watch lists. – **Results: Passed**

Based on background check completed on the date noted above, the Supplier attests that, in accordance with applicable legal requirements, it has performed an individualized assessment of the results of the background check for the Supplier's Representative. Supplier further attests that, based on its individualized assessment, if any adverse information was included in the report, it does not relate to the services Supplier's Representative will provide to Honeybee Robotics and it does not pose an unreasonable risk to Honeybee Robotics, Honeybee Robotics' personnel, and/or Honeybee Robotics' property.

Name and Signature of Supplier HR Representative

Click or tap to enter a date. _____
Date