

GNF NATRIUM SUBCONTRACT FLOW DOWN REQUIREMENTS FOR SUBCONTRACTORS PAID WITH FEDERAL OR COST SHARE FUNDS UNDER DEPARTMENT OF ENERGY COOPERATIVE AGREEMENTS – (NON-CONSTRUCTION)

RELATIONSHIP OF THE PARTIES: Where necessary to make the context of the clauses set forth herein applicable, the term "Supplier" shall mean "Subcontractor," "Seller," or "Contractor"; the term "Contract" shall mean "Subcontract"; the term "Subcontract" shall mean "Lower-Tier Subcontract"; the term "Company" shall mean "Buyer"; and the term "Contracting Officer" shall mean "Buyer's Contract/Subcontract Representative".

It is intended that the referenced clauses shall apply to Seller, the legal entity which contracts with the Company, Global Nuclear Fuel-Americas, LLC (GNF), under this Subcontract, in such manner as is necessary to reflect the position of Seller as a Subcontractor to the Company (GNF); Company ('Buyer') as the legal entity issuing this Subcontract; to ensure Seller's obligations to buyer (GNF) and to the U. S. Government; and to enable buyer (GNF) to meet its obligations under its subaward with the prime recipient, TerraPower, LLC. and pursuant to Cooperative Agreement DE-NE0009054 dated May 3, 2021.

Order of Precedence:

1. Flow Down Requirements
2. Purchase Order
3. Main Services Agreement (MSA)

For the avoidance of doubt, to the extent of any apparent inconsistency between or among any of the contractual documents (including, but not limited to MSA, purchase order, change order, flow down requirements) the strictest of those requirements govern unless expressly stated otherwise.

Definitions.

When used in the Agreement, the following terms shall have the following meanings. All other capitalized terms shall have the meaning given to them elsewhere in the Agreement.

When used in the Agreement, the following terms shall have the following meanings. All other capitalized terms shall have the meaning given to them elsewhere in the Agreement.

"Affiliate" means, with respect to a Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such first Person; provided, however, that for purposes of this definition (except to the extent this defined term is used within the definition of "Indemnified Persons" or with respect to any limitation on any obligation or liability of Affiliates in this Agreement), Company and its equity holders and other investors (whether direct or indirect) will be deemed not to be Affiliates of one another. For purposes of this definition,

“control” of a Person means the power to directly or indirectly direct or cause the direction of the management and policies of such Person whether through ownership of voting securities or other ownership interests, by contract or otherwise, including, with respect to a corporation, partnership or limited liability company, the direct or indirect ownership of more than 50% of the voting securities in such corporation or of the voting interest in a partnership or limited liability company.

“Agreement” means the documents that identify the parties’ roles and responsibilities. “Applicable Laws” means all applicable statutes, laws, rules, codes, ordinances, regulations (including 2 CFR 200 and 910), decisions (including any obligations imposed as a result of any administrative or judicial review of the ARD FOA, the Cooperative Agreement or the Project), orders, permits, licenses (including any license issued by the Nuclear Regulatory Commission and the license conditions imposed therein, including as a result of its review under the National Environmental Policy Act) or common law of any Governmental Entity with jurisdiction over a Party, the Parties, the Project and/or performance under this Agreement, whether now in effect or imposed or revised during the Term (including any judicial or administrative interpretation) that, in any manner, affect the Agreement, one or both of the Parties, or performance under the Agreement.

“Business Day” means a day other than a Saturday, Sunday or other day on which banks in the United States State are authorized or required to close.

“Claiming Party” means any Party claiming relief in connection with a Force Majeure Event

“Claims” means all demands, claims, suits, costs, fines, penalties, proceedings, grievances, or actions of any kind or character presented or brought against any Person, and all associated Losses. “Company” means GE-Hitachi Nuclear Energy Americas, LLC

“Cooperative Agreement” means #DE-NE0009054, dated as of May 3, 2021, with which US SFR Owner, LLC is leading development of a demonstration facility utilizing the Sodium Reactor.

“Deliverables” means the deliverable documents or items defined in any Statement of Work. “DOE” means U.S. Department of Energy

“Effective Date” means the date when the parties obligations become binding.

“EH&S Requirements” means environmental, health and safety requirements that satisfies the requirements of this agreement and all applicable Federal, State, and Municipal regulations and requirements.

“Execution Date” means the date on which the parties execute and enter into an Agreement.

"Force Majeure Event" means an event or effect that cannot be reasonably anticipated or controlled. "Foreground IP" means all Intellectual Property first conceived, created or developed by or on behalf of one or both Parties in connection with their work under this Agreement

"GAAP" means United States generally accepted accounting principles, consistently applied. "GE" means General Electric Company, a New York corporation.

"GEH" means GE-Hitachi Nuclear Energy Americas LLC, a Delaware limited liability company with a place of business in Wilmington, NC

"Governmental Entity" means any federal, state, local, county, city, foreign, administrative or other governmental body, authority or entity, including any court, tribunal, arbitrator, agency, commission, legislative body, official or other instrumentality.

"Indemnified Persons" means the identified Party, its Affiliates, and its and their respective directors, officers, employees, representatives, agents, successors and permitted assigns. "Indemnifying Party" has the meaning set forth in GTCs Section 19.2.

"Intellectual Property" means all intellectual property of any kind (other than trademarks), worldwide, including (a) Patents, (b) Copyrights, (c) Proprietary Information and (d) Software. "Losses" means any loss, damage, costs (including, but not limited to, court costs, attorneys' fees, costs of investigation, costs of defense, discovery costs, expert fees and expenses) judgments, settlements, fines, assessments, penalties, sanctions, and liability.

"Materials" means Software and Confidential Information.

"Modification" means a written amendment to this Agreement signed by an authorized representative of each Party.

"Natrium Reactor" means the Natrium sodium reactor technology for a demonstration plant identified in the ARD FOA.

"NRC" means the U.S. Nuclear Regulatory Commission.

"OFAC" means U.S. Department of the Treasury Office of Foreign Asset Control. "Party" means Company and Subcontractor as referred to individually.

"Patents" means patented and patentable designs and inventions, design patents, utility patents, letters patent, utility models, pending patent applications, provisional applications, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, inter

partes review proceedings, post-grant review proceedings, and renewals of such patents and applications.

"Performance Standards" has the meaning set forth in Section 36.

"Person" means any natural person, corporation, company, partnership (general or limited), limited liability company, trust or other entity (including Governmental Entities).

"Price Anderson Act" means PL 85-256, Section 170 of the Atomic Energy Act of 1954, as amended, 42 U.S.C. §§ 2210, as amended, and related provisions of Section 11 of the Atomic Energy Act.

"Prime" means US SFR Owner, LLC, a Delaware limited liability company

"Project" means the Sodium Reactor (together with all auxiliary equipment, ancillary and associated facilities and equipment, electrical transformers, interconnection and metering facilities and all other improvements and assets and rights related thereto).

"Proprietary Information" means know-how, trade secrets, and confidential or proprietary information, however documented and in whatever form, including, without limitation, technical information, product specifications, inventions, developments, data, charts, formulae, compositions, processes, methods, flow charts, designs, sketches, graphs, drawings, samples, research and development, manufacturing or distribution methods and processes, materials, training, quality procedures, customer requirements, price lists, market studies, business plans, client and customer lists and files, historical, current and projected sales, capital spending budgets and plans, business plans, strategic plans, marketing plans, and other business and financial information.

"Prudent Industry Practices" means that degree of skill and judgment and the utilization of practices, methods, and techniques and standards that are generally expected of skilled and experienced engineering firms by a significant portion of the nuclear power industry in the United States of America in light of the facts known or ought to have been known at the time the decision was made, could reasonably have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, safety, reliability, expedition, and Applicable Laws. Prudent Industry Practice is not limited to the optimum practice, method or act to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices, methods, standards and procedures.

"QA Requirements" means the applicable requirements of 10 CFR Part 50, Appendix B and interpretations specified by Company.

"Quality Assurance Program" means a program for the systematic monitoring and evaluation of the various aspects of a project, service, or facility to ensure that standards of quality are being met.

"Representatives" means, with respect to a Person, its directors, officers, members, managers, employees (full time, part time, temporary or leased), subcontractors and subrecipients (including (i) sub-subcontractors and sub-subrecipients at lower tiers, to the extent permitted hereunder, and (ii) in the case of Subrecipient, all Subcontractors and Sub-Subrecipients) and other representatives and agents of such Person and each other person listed in this definition.

"Services" means the work, services, tasks, activities (including procurements), Deliverables, supplies, manufactured components, equipment, and materials described in any applicable Statement of Work, and all related and necessary labor, supervision, tools, equipment, materials, travel, and lodging, in each case to be performed, provided or rendered by Subrecipient in accordance with the terms, conditions, timeframes, and specifications set forth in this Agreement.

"Software" means computer programs, software, including operating system and applications software, implementations of algorithms and application program interfaces, whether in source code, object code, executable, or other form, databases, and all documentation relating to the foregoing, including user-level and programmer-level documentation and manuals relating to the foregoing.

"Statement of Work" means the scope of work and related matters agreed upon between the Parties.

"Subcontractor" means any vendor, supplier, staff augmentation contractor, subcontractor or other provider of goods or services retained by Subrecipient (including all Persons retained in such manner at lower tiers) in connection with the Services or the Project.

"Sub-Subcontractor" means any party, at any tier, having a subcontract agreement with Subcontractor or with a Sub- Subcontractor, to perform a portion of the Statement of Work.

"Subrecipient" means GE-Hitachi Nuclear Energy Americas LLC, a Delaware limited liability company with a place of business in Wilmington, NC

"Subrecipient Contributions" means Deliverables, Work Product, and/or Subrecipient Materials, and Intellectual Property in and physical embodiments of the foregoing, provided by or on behalf of Subrecipient pursuant to this Agreement.

"Sub-Subrecipient" means any subawardee or subrecipient of

Subrecipient's (including all subawardees and subrecipients at lower tiers).

"Term" means the period of time that begins on Effective Date and will remain in effect until the earlier of (i) completion of all Services, (ii) termination of this Agreement

"Third Party" means any Person who is neither a Party nor one of their Affiliates.

"Work Product" means all right, title and interest in and to all Deliverables, and any related documents, drawings, reports and materials, in each case, conceived, created or developed by or on behalf of Subcontractor for Company under this Agreement.

TITLE 2 CODE OF FEDERAL REGULATIONS (CFR), PART 200, effective November 1, 2020 (eCFR :: Appendix II to Part 200, Title 2 (Nov. 1, 2020) -- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards): In accordance with OMB A-110 codified at 2 CFR 215, Appendix A, where the Subcontractor is a Contractor as defined in 2 CFR 200.330, the following terms must contain the following provisions (as applicable) and will take precedence over the Company's Standard Terms and Conditions as stated on the Purchase Order and shall prevail in the event of conflict.

By acceptance of the Purchase Order referencing these Flow Down provisions, the Contractor certifies to the following requirements (if applicable). Subcontractor shall comply with the mandatory clauses identified in 2 CFR 200, Appendix II and listed below and shall flow down all applicable clauses to lower tier subcontractors. Subcontractor agrees to be bound by the applicable regulations set forth at 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the companion DOE regulations set forth at 2 CFR Part 910 in effect as of November 1, 2020.

The FAR and 2 CFR 200 clauses set forth throughout this document are hereby incorporated by reference or cited in full text.

The version of the clauses cited herein below shall be the version in effect on the date of Supplier's acceptance of this Order, unless the Buyer's Prime Contract or Subcontract references different versions. In the event of a conflict between the clauses listed below and the Buyer's Prime Contract or Subcontract, the terms of Buyer's Prime Contract or Subcontract shall prevail. Where applicable, the terms "government", "Contracting Officer", and similar terms in clauses below shall mean Buyer, and the term "Contractor" and similar terms shall mean Supplier.

By acceptance of the Purchase Order referencing these Flow Down provisions, the contractor certifies to the following requirements (if applicable). Seller is a Contractor as defined in 2 CFR 200.330. Seller shall comply with the mandatory clauses identified in 2 CFR 200, Appendix II.

Subcontractor agrees to be bound by the applicable regulations set forth at 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the companion DOE regulations set forth at 2 CFR Part 910 in effect as of the Effective Date.

The full text of a 2 CFR 200 clause may be accessed electronically at URL: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>

and

The full text of a 2 CFR 910 Clause may be accessed electronically at URI:

Additional Provisions

1.0 Closeout

Subcontractor shall comply with 2 CFR 200.344, Closeout (the "Early Termination Closeout Audit") by ensuring that the auditor conducting the Early Termination Closeout Audit has substantially the same rights of access to Subrecipient's (and its Affiliates' and its and their Representatives', in each case as applicable) documentation, records and personnel as would DOE or a third party auditor conducting an audit, including without limitation Subrecipient Proprietary Rates Information, without redactions.

2.0 Recordkeeping and Audits.

2.1 Subcontractor agrees to maintain, and to cause its Subcontractors and Sub-Subrecipients to maintain, documentation and records in accordance with 2 CFR 200.334; provided, that with respect to Subcontractors only, if the applicable subcontract has an aggregate consideration less than ten thousand dollars (\$10,000), then Subcontractor's obligations in this sentence with respect to such subcontract shall be satisfied if Subcontractor maintains invoices in accordance with 2 CFR 200.334. If Company establishes uniform codes of accounts for the Project, Subcontractor shall link, and shall cause to be linked, such codes to existing task and project codes identified in the applicable Statement of Work in identifying such records and accounts.

2.2 Upon reasonable request, Subcontractor will allow Company Representatives (including Company's accounting firms) and/or Governmental Entity auditing agencies and personnel, during normal business hours, to inquire into and/or examine and make copies of (and in the case of Governmental Entity auditing agencies and personnel, to audit) documentation and records of Subcontractor (and, as applicable to the Project, its Affiliates and Representatives) relating to compliance or non-compliance with Applicable Laws. Subcontractor shall maintain and shall cause to be maintained by its Affiliates and Representatives (as applicable to the Project), books and records in accordance with GAAP (it being understood that only Governmental Entity auditing agencies and personnel shall have the right to undertake any formal audits) concerning the performance of and payment for the Services. Throughout the Term, and as required by 2 CFR 200.334, Subcontractor must maintain and permit Company Representatives (including Company's accounting firms), during normal business hours, to inquire into, examine, and receive corresponding documentation in respect of books and records of Subcontractor (and, if applicable to the Project, its Affiliates and Representatives) relating to invoices and payments under the Agreement (excluding verification of direct and indirect costs and overhead allocations, it being understood that such verification shall be performed and compliance with the Agreement and the other Transaction Agreements. Any such inquiry and examination shall not be conducted in a manner to impede unreasonably Subcontractor's Services or business. If the requested records are maintained in electronic format, Subcontractor will provide its accounting and compliance records to (as applicable) Company Representatives and auditors in suitable electronic data format. Notwithstanding anything to the contrary in this section, Company Representatives shall not be provided any access to materials to the extent including Subcontractor Proprietary Rates Information, any periodically compiled financial results or financial projections of Subcontractor (or of its Affiliates or Representatives) or (except to the extent reasonably necessary in connection with

performance of the Services) any personally identifying information with respect to individual employees or other representatives of Subcontractor; provided, that this sentence shall not limit any access rights of (i) Company Representatives, including (subject to customary confidentiality obligations) accounting firms, to invoices, payment records and other Project-specific documentation and information which may contain information related to obligations, payments, estimates, budgets and accounts or (ii) any Governmental Entity auditing agencies and personnel; provided, further, that to the extent this Section does not provide a Company Representative with the right to inquire into, examine or copy any specific piece of information that is stored with other information with respect to which such Company Representative has such right, Subcontractor shall redact solely to the extent necessary for such Company Representative to exercise its rights hereunder .

3.0 Taxes; Foreign Performance of Services

3.1 Subcontractor agrees to participate in, and claim the benefits of, and agrees to direct its Subcontractors and Sub-Subrecipients to participate in, and claim the benefits of, any Sales Tax exemptions or rebate programs identified by Company that comply with Applicable Law, to complete and deliver the applicable exemption documentation (e.g., resale certificates) or refund claims to Governmental Entities, to provide information to Company regarding Subcontractor's purchases (as clarified above) within thirty (30) Days of Subcontractor's request therefor, and to attempt to obtain tax exemptions for such .

3.2 Subcontractor must make or provide for the timely payment of all taxes and import duties, charges, assessments, deposits, bonds or security to Governmental Entities (both United States and foreign) necessary to import and to deliver any equipment, materials and supplies required by its Services to the designated destination point, if any. Subcontractor will be responsible for knowing and complying with any and all Applicable Laws associated with the foreign manufacture of any part of any equipment, supplies and materials used in the performance of the Services. Company will have no responsibility, beyond the Compensation, for any such import duties, charges, assessments, deposits, bonds or security required by the Services, or for Subcontractor's responsibilities with regard to any Applicable Laws. The Compensation will not be adjusted due to changes in the rate of exchange of currency between the United States and any foreign country, and Subcontractor will be solely liable and responsible for any additional cost associated with foreign manufacture required by the Services. Notwithstanding anything to the contrary herein (Exhibit D), Subcontractor acknowledges that any foreign performance of Services shall be subject in all respects to Exhibit D, and that because Company's (or Prime's) compliance with the Cooperative Agreement's terms and conditions that requires (among other things) that the aggregate amount of work performed outside of the United States among multiple contracts and other agreements not exceed the thresholds specified therein, Subcontractor shall not perform any Services outside of the United States, including any purchases of supplies or equipment, without Company's prior written consent .

4.0 Independent Contractor

4.1 Company does not reserve any right to control the methods or manner of performance of the Services. In its performance under this Agreement, Subcontractor is and will at all times act as an independent contractor, and, subject to the Performance Standards, will be free to perform the obligations of this Agreement by such methods and in such manner as

Subcontractor may choose, furnishing all labor, tools, equipment and materials, and doing everything else necessary to perform the Services properly and safely, having supervision over and responsibility for the safety, conduct and actions of its Representatives, and control over and responsibility for its tools, equipment and materials. Neither Subcontractor nor any of its Affiliates or Representatives will act as, be or be deemed to be an agent or employee of Company.

4.2 Subcontractor acknowledges that its Representatives have no right to participate in any employee benefit plans of Company or its Affiliates as a result of providing the Services, collaboration within the Project, or any activities performed at Company's site or any site related to the Project.

4.3 Unless explicitly stated in this Agreement, Company has no liability to Subcontractor, its Representatives, or any other Person arising from any action or inaction of Subcontractor or its Representatives.

4.4 During the term of this Agreement each Party shall not, unless previously agreed to in writing with the other Party, solicit or cause to be solicited for employment any employees of the other Party with whom it has come into contact in connection with the Project and this Agreement. The foregoing shall not prohibit either Party from distributing general solicitations of employment by any physical or electronic media, that may be received by the other Party's employees or prevent either Party from hiring any other Party's employee who contacts a Party on his or her own initiative without any solicitation by or encouragement from the Party.

5.0 Safety; Quality Assurance; and Environmental Health & Safety.

5.1 Responsibility. Subcontractor is responsible for the safe performance of the Services under this Agreement. This responsibility extends to the safety of the Parties' Representatives and the safety of the public affected by the performance of the Services. These responsibilities include environmental, health and safety requirements ("EH&S Requirements") as well as quality assurance requirements. The latter includes quality assurance for all of the Services, as well as heightened quality assurance requirements of the NRC. EH&S Requirements are set forth in Exhibit G. In no case will the requirements in Exhibit G take precedence over NRC requirements and guidelines. The Subcontractor special nuclear material facility licensing requirements will be implemented per 10 CFR Part 70 and Subcontractor NRC License SNM-1097 requirements and EH&S Requirements will be implemented per OSHA regulations.

5.2 QAP. For all Services identified in the applicable Statement of Work as subject to quality assurance requirements of the NRC, Subcontractor shall maintain a documented quality assurance program ("Quality Assurance Program" or "QAP") acceptable to Company's Quality Representative ("CQR") that meets the QA Requirements set forth in this Section and specified in the applicable Statement of Work. The QAP shall include provisions for extending QA Requirements to all subcontractors and subtier suppliers (including sub-subrecipients) within the applicable Statement of Work.

5.3 Assurances. Subcontractor's failure to adhere to the standards of safety and quality required by this Agreement shall be deemed to be reasonable grounds for insecurity, in which event Company may demand in writing that Subcontractor provide adequate assurances of Subcontractor's ability to meet said standards. In such event or if, in Company's reasonable

opinion, Subcontractor's safety and quality standards do not comply with the requirements of this Agreement, Company's notice may require Subcontractor to provide a reasonable written recovery plan showing corrective measures have been implemented to ensure Subcontractor's compliance with the safety and quality requirements. If Subcontractor does not provide adequate assurance acceptable to Company or remedy the condition to Company's reasonable satisfaction within the time period agreed to by the Parties, the Parties will jointly develop in good faith a revised recovery plan, which will be implemented by Subcontractor.

5.4 Inspection and Process Control Systems. Subcontractor shall provide and maintain an inspection and process control system acceptable to Company (including with respect to satisfaction of Company's or Prime's obligations under the Cooperative Agreement) covering any Services. Records of all inspection work by Subcontractor shall be kept complete and made available to Company and any of its customers during the Term and for the period required by regulation or code for quality records or as specified in the applicable Statement of Work. Without any additional charge, Subcontractor will: (a) allow representatives of Company, DOE, the NRC, other applicable Governmental Entities and Company's customers access (following reasonable advance notice, during business hours and subject to reasonable confidentiality and regulatory requirements of Subcontractor) to the facilities and resources involved in performing this Agreement in order to: (i) collaborate in performance of the Services or in connection with an audit involving a Governmental Entity (including DOE) or to assess (x) work quality; (y) conformance with Company's specifications; and (z) conformance with Subcontractor's representations, warranties, certifications and covenants in this Agreement (including project accomplishments and management control systems), or (ii) provide technical assistance, if required; and (b) provide all reasonable assistance for the safety and convenience of any of the aforementioned Persons in the performance of their duties.

5.5 Acceptance. No portion of the Services shall be deemed accepted until satisfactorily reviewed or inspected by the applicable responsible Subcontractor or Company personnel. Acceptance or rejection of such portion of the Services shall be made as promptly as practical after delivery, and any failure to reject Services by the time period set forth in the applicable Statement of Work (or in other acceptance criteria mutually agreed between the Parties, including a sunset date for deemed acceptance) shall be deemed to be acceptance. Failure to inspect and accept or reject the Services and/or Deliverables, or failure to detect defects by inspection, shall neither relieve Subcontractor from responsibility for all requirements relating to such Services nor impose liabilities on Company or any Natrium Owner for its failure to identify such defects.

5.6 Counterfeit Goods and Services. Subcontractor is hereby notified that the delivery of suspect or counterfeit goods as part of the Services is of special concern to Company. If any Services specified in this Agreement are described using a part or model number, a product description, and/or an industry standard, Subcontractor shall assure the Services supplied meet all requirements of the latest version of the applicable manufacturer data sheet, product description, and/or industry standard unless otherwise agreed between the Parties in writing (including, if applicable, as specified in the applicable Statement of Work). If Subcontractor is not the manufacturer, Subcontractor shall assure that such Services supplied shall be: (a) made by the original manufacturer; and (b) meet the applicable manufacturer data sheet, product description or industry standard. Should Subcontractor desire to supply alternate Services that may not meet these requirements, Subcontractor shall notify Company of any such exceptions

and receive Company's written approval prior to delivering the Services to Company, Prime or a Natrium Owner (as applicable). If Subcontractor does not receive Company's written approval when so required and acts, or fails to act, in either case in a manner that constitutes intentional or grossly negligent breach of or noncompliance with this Section, it will be considered a material breach of the Agreement and any limitations on damages or liability shall not apply to Subcontractor with respect to Claims arising from such breach. In addition, if suspect or counterfeit Services are furnished or are found in any of the Services delivered hereunder, such Services will be dispositioned by Company and/or the original manufacturer and may be returned to Subcontractor in accordance with any applicable warranty terms and conditions. Without limiting the foregoing, Subcontractor shall promptly replace such suspect or counterfeit Services with Services meeting the specified requirements. If Subcontractor knowingly supplied suspect or counterfeit Services, Subcontractor shall be liable for all reasonable costs incurred by Company, Prime or the Natrium Owner (as applicable) for the removal, replacement and reinstallation of said Services in accordance with such warranty terms and conditions.

5.7 Inspection. Subcontractor acknowledges and agrees that Company, DOE, the NRC or any other applicable Governmental Entity may from time to time perform inspections and tests with respect to the ownership and operation. Subcontractor agrees to cooperate, and to cause its Subcontractors and Sub-Subcontractors to cooperate, with Company, DOE, the NRC or such other Governmental Entity, as applicable, with respect to such inspections and tests, including by providing reasonable access to its facilities, office space and resources and assistance for the safety and convenience of DOE and any other applicable representatives in the performance of their duties. Company reserves the right, but shall not be obligated, to inspect (by any of its Representatives) the performance by Subcontractor of the Services hereunder to: (a) follow the progress of the Services; or (b) suspend Services not in accordance with this Agreement. Such inspection by Company's Representatives will not be deemed to be supervision by Company, its agents, servants, employees or subcontractors, but will be only for the purpose of ensuring that the Services comply with the terms and conditions of this Agreement. Company may report to Subcontractor any unsafe or improper conditions or practices observed at any site at which Services occur for corrective or enforcement action by Subcontractor. Subcontractor must provide reasonably sufficient, safe and proper facilities at all times for the inspection of the Services. The applicable Company Representatives who have received reasonable required training to enter Subcontractor's site shall have free access to the Services and to Subcontractor's premises engaged in the Services at reasonable times and mutually agreed schedule in compliance with Subcontractor's internal policies, security measures and applicable NRC requirements (in each case, to the extent made reasonably available to Company) relating to site access and access to confidential information of Subcontractor; provided, that any such access measures are no more stringent than standard industry practice. "Free access" includes, without limiting the generality of the term, the right of such Company Representatives who have received reasonable required training to enter Subcontractor's site to enter the premises of Subcontractor subject to the requirements described above. Subcontractor will afford such Company Representatives, without charge, such reasonable facilities on Subcontractor's premises as are appropriate for such Company Representatives to conveniently observe and inspect the Services in progress and will allow such Company Representatives to have such other conveniences as would normally accompany such inspection. Nothing in this Section shall limit any inspection, testing and related rights of the Company or its Representatives set forth in the Statement of Work applicable to any Services.

6.0 Material And Workmanship For Of The Advanced Demonstration Reactor

6.1 All equipment, material, and articles incorporated into the work covered by this award shall comply with applicable NRC quality assurance and safety-related regulations, and (upon issuance) the License for the advanced demonstration reactor.

6.2 If work is performed at a Federal location, the Contracting Officer may require, in writing, that the Recipient remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

7.0 Warranties and Insurance

7.1 Insurance

Unless the requirements below are exceeded by 2 CFR 200 (Exhibit H), these requirements shall prevail.

7.2 Subcontractors shall provide insurance coverage pursuant to the executed GNF Main Services Agreement (MSA), Terms of Purchase, or other negotiated commercial agreement. All insurance coverage required by federal, state, or local law, including statutory workers' compensation insurance in the minimum statutory amount. With respect to workers' compensation insurance: (i) Subcontractor specifically and expressly waives any immunity that it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW (or similar Applicable Law in any other relevant jurisdiction), and (ii) the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party.

7.2 Waiver of Right to Recovery including Subrogation

To the extent of Subcontractor's indemnification obligations, Subcontractor hereby waives all its rights of recovery, under subrogation or otherwise, against Company and Terra Power LLC, their officers, agents and employees, and all tiers of contractors, vendors and subcontractors engaged directly by Company with respect to the Project, to the extent covered by insurance required to be provided by Subcontractor and its Lower tier subcontractor of whatever tier further waives all rights of recovery which are not covered by insurance because of deductible or self-insurance obligations relating to such insurance. Subcontractor will require all tiers of its Lower tier subcontractor, vendors and subcontractors, by appropriate written agreements, to provide similar waivers each in favor of all parties enumerated in this paragraph. Subcontractor will require all insurance policies in any way related to the Services secured and maintained by the Subcontractor to include clauses stating each insurer will waive all rights of recovery consistent with this paragraph.

7.3 Additional Insurance Requirements

Company and Terra Power LLC shall be named as additional insured under the policies of insurance set forth in the executed MSA, Terms of Purchase, or other negotiated commercial agreements.

7.4 Insurance; Supplemental Terms; Exceptions

7.4.1 Minimum Insurance Coverage. Subcontractor shall provide the following insurance coverage for its Services pursuant to this Agreement:

7.4.2 Workers' Compensation - all insurance coverage required by federal, state, or local law, including statutory workers' compensation insurance in the minimum statutory amount. With respect to workers' compensation claims: (i) Subcontractor specifically and expressly waives any immunity that it may be granted under any state workers' compensation act or similar Applicable Law in any relevant jurisdiction, and (ii) the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party.

7.4.3 Commercial General Liability - occurrence-based insurance including, but not limited to, premises and operations liability, products and completed operations liability, contractual liability, independent contractors' liability, and products and completed operations liability for the statute of repose, which provides for combined single limit for bodily injury and property damage in coverage amount of \$2,000,000 per occurrence, and, to the extent of Subcontractor's indemnity obligation therein, extends on a primary and noncontributory basis for all additional insureds. The additional insured requirement for Commercial General Liability and Excess/Umbrella coverages is for the duration of the Agreement and an additional twelve (12) years following acceptance of Services by Company. GL coverage shall not contain an exclusion broader than the Broad Form Nuclear Exclusion – ISO version.

7.4.4 Employer's Liability including Stop Gap Liability - \$1,000,000 bodily injury by accident, and \$1,000,000 limit for each policy.

7.4.5 Commercial Auto Liability - Combined Single Limit of \$2,000,000. Such insurance shall cover bodily injury or death and property damage arising out of ownership, rental, non-owned, maintenance or use by Subcontractor, Sub-Subcontractors, Subcontractors (or the employees of any of the foregoing Persons) of any vehicles and of any other equipment required to be licensed for road use.

7.4.6 Professional Liability Insurance - Insuring against errors and omissions arising from the design and work (including Services) on the Project by Subcontractor's architects, engineers, landscape engineers, surveyors, and any other professional (at any tier, in each case), with limits of \$5,000,000 per claim and \$10,000,000 annual aggregate. Such policy shall not contain any exclusions directed toward any types of projects, materials, services or processes involved in the Services. Coverage shall include, but not be limited to:

7.4.6.1 Limited contractual liability; and

7.4.6.2 The retroactive date for coverage will be no later than the commencement date of the Service. The policy will state that, in the event of cancellation or non-renewal, three (3) years following such cancellation or non-renewal, or otherwise as by agreement with Company.

7.6 Builders Risk – During the course of construction, Subcontractor shall maintain, or require to be maintained, property including builder's risk "all risk" property insurance -including boiler and machinery and expediting costs - during the construction phase and upon the entire designated construction facility, the Equipment, and including damage to pre-existing property. At Company's election, Subcontractor agrees to cooperate with Company in Company's efforts to procure coverage for delay in startup for the benefit of Company, the premium and any deductible for delay in startup

coverage shall be the responsibility of Company. Covered perils should also include earth movement, flood and wind. Such insurance shall include Company as loss payee as its interests may appear. Any loss insured is to be adjusted with a claims adjuster mutually agreed in writing between Company, Subcontractor and the relevant insurance carrier and specifically identified in the policy as agent for Company and Subcontractor. Subcontractor shall have power to adjust and settle any loss with the insurers so long as it acts in good faith; provided, that Subcontractor shall not enter into any settlement with respect to such loss that adversely affects Company's rights without Company's prior written consent (not to be unreasonably withheld, conditioned or delayed). Losses shall be valued at the cost to replace or repair with like kind or quality.

7.7 Commercial Property – Upon agreed-upon substantial completion of construction, Subcontractor will maintain commercial property insurance including boiler and machinery, for construction and equipment on a “risks of direct physical loss” basis covering physical loss or damage to all real and personal property on a replacement cost basis and include perils for earthquake, flood, and wind. Deductibles will be borne by the Subcontractor. To the extent of Subcontractor's indemnification obligations under this Agreement, Subcontractor agrees to waive, and will cause its insurer to waive, and does hereby waive its rights of recovery against Company and each of its officers, employees, consultants and agents including, but not limited to the board of directors (or similar governing body) and each Company Representative, as to any damage or loss which may occur to such SFR Fuel Facility and Equipment to the extent covered by insurance.

7.8 To the extent of Subcontractor's indemnification obligations under this Agreement, all liability policies, except for Professional Liability, shall include Company as additional insured, including its officers, directors, and employees and any of its subsidiaries or Affiliates. Subcontractor agrees and will cause their insurers to waive any and all rights of subrogation against the Persons identified above as additional insureds.

7.9 All policies under will be written by companies authorized to do business in the State of North Carolina (and any other relevant jurisdictions) and have a rating by Best's Key Rating Guide of at least A-VIII. Subcontractor shall provide Company with a certificate of insurance evidencing the coverages and terms required by this Agreement prior to commencing any Services.

7.10 The insurance requirements contained herein shall not in any manner be deemed to limit or qualify the liability or obligations assumed by Subcontractor. Nor will Company's failure to identify any deficiencies in the certificate or other documents provided waive the obligations stated herein. If Subcontractor maintains a plan(s) of self-insurance to insure any part of the risks otherwise covered by the insurance required herein, Subcontractor shall be liable to and hold Company harmless from any claims, demands, losses, costs and expenses, to the same extent that the required insurance would have protected Company; and in any claim or suit it will be presumed that such insurance, if it had been procured and maintained, would have covered the occurrence, loss or damage in question. Notwithstanding the foregoing, Subcontractor shall not be permitted (without the advance written consent of Company) to satisfy any of its obligations in this section by utilizing any self-insurance.

7.11 Subcontractor shall be responsible for ensuring that its Subcontractors and their Subcontractors carry insurance that Subcontractor deems appropriate to their participation in the Services. In the event that Sub-Subcontractor(s) fails to procure and maintain insurance as required herein, Subcontractor

shall be liable to and hold Company harmless from any claims, demands, losses, costs and expenses to the same extent that the required insurance would have protected Company.

7.12 Optional Insurance Coverage. Company reserves the option to reasonably amend the required insurance and this Exhibit H, as the scope of services is expanded and revised, to include any one or more of the following, subject to mutual agreement by the Parties:

7.13 Business auto insurance, including as required pursuant to The Motor Carrier Act of 1980. If the Services involve transportation of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Subcontractor shall provide pollution auto coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached. Any statutorily required “No-Fault” benefits and uninsured/underinsured motorists’ coverage should be included.

Umbrella/Excess Liability Insurance on an occurrence basis more than the underlying insurance identified in in this Exhibit H, and which is at least as broad as each and every one of the underlying policies. The amounts of insurance required in this Exhibit H may be satisfied by Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in this Exhibit H for the applicable types when added to the applicable limits for this paragraph 6.2.

7.14 The umbrella/excess liability insurance limits shall have limits of the following amounts:

7.14.1 \$5,000,000 Any one occurrence and annually reinstating General Aggregate

7.14.2 \$5,000,000 Any one occurrence and Aggregate Products/Completed Operations, which shall be maintained for twelve (12) years following completion of the Services; and

7.15 To the extent that any of Subcontractor’s performance under this Agreement includes delivery of any physical product or equipment to the Natrium Demonstration Reactor Site, Subcontractor shall be responsible for obtaining marine cargo insurance, including inland marine for the replacement cost value of such items. Marine cargo insurance will not have any exclusions for terrorism or (except with respect to inland marine) war. Company and any Specified Owner, if applicable, will be added as loss payees.

7.15 If any aircraft is to be used in the performance of the Services, Aircraft Liability insurance (including owned and non-owned) with the following limits:

Bodily Injury: \$10,000,000 each occurrence-\$2,000,000 each person

Property Damage: - \$10,000,000 each occurrence.

8.0 Warranty of Licensing; Related Obligations.

8.1 Warranty; Related Obligations. Subcontractor (i)(x) warrants that it shall be able to satisfy all foreseeable applicable requirements of all Governmental Entities in effect as (as applicable) the Substantial Completion Date, and (y) shall use its Best Efforts to ensure that it shall receive all necessary Governmental Approvals to be constructed and operated or used; and (ii) warrants that the Services provided by Subcontractor shall be sufficient to support the obtaining of all foreseeable Governmental Approvals necessary for design, engineering, testing, commissioning, operation and decommissioning, as applicable, in accordance with all applicable requirements.

8.1.2 Warranty Period. Subcontractor's obligations under this Section will expire upon seven (7) years. This warranty shall also apply to any Services performed by Subcontractor pursuant to Section as a remedy for warranty coverage under this Section, until the later of (x) the expiration of the original applicable warranty period pursuant to the first sentence of this Section and (y) three (3) years after completion of such performance of remedy Services.

8.1.3 Remedy.

8.1.3.1 Company may reject any portion of the Services for which warranty coverage is provided pursuant to this Section for any breach of or failure to satisfy such warranty coverage. Subcontractor shall, at its own cost, and at its choice and subject to the consent of Company (which shall not be unreasonably withheld): (i) repair such Services or (ii) replace such Services. Such repair or replacement Services shall comprise a portion of the Services provided pursuant to this Agreement, and all of the terms and conditions of this Agreement shall apply to such repair or replacement Services performed hereunder in the same manner as they do to all other Services performed hereunder.

8.1.3.2 In the event any component supplied due to a breach of or noncompliance with the warranty provisions in this Section, Subcontractor shall submit a description of such proposed repair or replacement, and Subcontractor's proposed corrective action plan in respect thereof, to Company for Company's approval, such approval not to be unreasonably withheld (it being understood that Company shall not withhold its approval of Subcontractor's performance of repairs in lieu of replacements (if applicable) if, in accordance with Prudent Industry Practices, and in the reasonable judgment of Subcontractor, such repairs can be expected to satisfactorily remedy such component that is in breach of or noncompliance with the applicable warranty coverage). Subcontractor shall be responsible for providing sufficient information to provide the basis for evaluating the proposed repair or replacement Services and shall provide such additional information in respect thereof as Company shall reasonably request. Any repair or replacement Services required pursuant to this Section shall be provided by Subcontractor at no additional charge to Company or any Natrium Owner. Subcontractor shall bear all expenses incurred for repairing or replacing components of the, including costs of inspection by any Person and transportation. Title and risk of loss to any such components repaired or replaced shall remain with Subcontractor except to the extent otherwise agreed in writing by the Parties. For the avoidance of doubt, this Section does not apply to routine maintenance or repair activities that are performed other than because of breaches of or noncompliance with warranty coverage.

8.1.3.3 Company may inspect any component, the Equipment or the Services provided hereunder to verify its condition and to determine the root cause of any failure to satisfy

warranty coverage described in this Section, either by requesting Subcontractor to perform the inspection, by performing the inspection itself, or by retaining a third party to perform the inspection (provided that failure to promptly inspect by Company will be deemed acceptance). Subcontractor shall bear the reasonable cost of the inspection and analysis of the data, provided any breach of or noncompliance with warranty coverage discovered or confirmed as the result of such inspection is primarily attributable to Subcontractor.

8.1.3.4 Upon notification by Subcontractor that any applicable repair or replacement Services are completed, Company shall promptly inspect such Services (subject to the rights and remedies of any applicable Natrium Owner, and provided that failure to promptly inspect shall be deemed acceptance). Company reserves the right to reject any repaired or replaced Services which fail to comply with the requirements of this Agreement and the warranty coverage in this Section. In the event repaired or replaced Services are rejected by Company for failure to comply with the requirements of this Agreement and the warranty coverage of this Section, Subcontractor shall repair or replace such rejected Work pursuant to this Section.

8.1.3.5 If the resolution of a breach of the warranties set forth in this Section results in any reduction in the, Subcontractor shall resolve such issues by making such changes, as are necessary to avoid such reduction in capacity.

8.2 Subcontractor agrees to promptly notify Company upon obtaining knowledge that there has been any defective or nonconforming performance of Services hereunder.

8.3 All rights and remedies provided to Company in this Agreement, including in this Section, are cumulative and not exclusive. Nothing set forth in this Section shall limit or modify any additional or other warranty coverage (i) agreed between the Parties in any Statement of Work (including any Fuels Statement of Work

9.0 Force Majeure Events.

9.1 The Parties acknowledge and agree that the rights of Prime in respect of excusable events are set forth in the Cooperative Agreement (as reflected Exhibit D) and control as to the applicability of any relief between the Parties in respect of any Force Majeure Event pursuant to this Agreement. In furtherance of the foregoing, and notwithstanding anything to the contrary in this Section, neither Party shall be entitled to excuse or relief in respect of a Force Majeure Event arising out of or in connection with any facts, events or circumstances, except to the extent Prime is entitled to relief in respect of such facts, events or circumstances pursuant to the Cooperative Agreement.

9.2 Except in the case of defaults of subcontractors (of any tier) of Subcontractor, neither Party will be deemed to be in default of any provision of this Agreement for a prevention of or delay in performance to the extent such prevention or delay arises from a cause beyond its control and without its fault or negligence (such occurrence, a "Force Majeure Event"). Examples of Force Majeure Events are: (1) acts of God or of the public enemy, (2) acts of the U.S. Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics or pandemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the affected Party. For purposes of this Section, "default" includes failure to make progress in the work so as to endanger performance. If Subcontractor's

failure to perform is caused by the failure of a subcontractor of any tier to perform or make progress, and if the cause of the failure was beyond the control of both Subcontractor and the subcontractor, and without the fault or negligence of either, Subcontractor shall not be deemed to be in default, unless the subcontracted supplies or services were obtainable from other sources at reasonable price and terms, Company directed Subcontractor in writing to purchase these supplies or services from the other source, Company agreed to compensate Subcontractor for any additional costs, and Subcontractor failed to comply reasonably with Company's direction .

9.3 Any Party claiming relief in connection with a Force Majeure Event (the "Claiming Party") shall notify the other Party as soon as practicable after discovery of such Force Majeure Event, considering the circumstances, and in detail, regarding the commencement and nature of such Force Majeure Event and the probable consequences thereof, including the obligations or performance which are prevented or delayed by reason thereof. The burden of proof regarding the existence of a Force Majeure Event shall rest with the Claiming Party. Any obligations suspended during the pendency of a Force Majeure Event shall be suspended only to the extent and for the duration of such Force Majeure Event.

9.4 From and after the occurrence of a Force Majeure Event, the Claiming Party shall use its commercially reasonable efforts to minimize disruption and delay, render performance in a timely manner and otherwise remedy the cause of such Force Majeure Event in the shortest practicable time. If any failure to perform results from a Force Majeure Event (subject to the Claiming Party's compliance with this Section) the Claiming Party's time for performance shall be revised to the extent affected.

9.5 Reserved

9.6 A party shall be excused from performance and shall not be considered to be in default with respect to any obligation hereunder, except the obligation to make payments previously due in a timely manner for liabilities actually incurred, if and to the extent that its failure of, or delay in, performance is due to a Force Majeure; provided the party claiming excuse by reason of such Force Majeure: (a) gives the other party notice describing the particulars of the Force Majeure Event as soon as the party claiming excuse by reason of a Force Majeure Event knows of the occurrence of such event; (b) suspends performance only to the extent and for the duration that is reasonably required by the Force Majeure event; (c) (in the case of Supplier claiming excuse by reason of Force Majeure) develops a detailed plan for Company's approval (such approval shall not to be unreasonably withheld or delayed) and a request for Change Order describing how Supplier will recover from the Force Majeure event and any adjustments to Supplier's cost or schedule that Supplier requests in connection with such recovery plan; (d) uses commercially reasonable efforts to overcome or mitigate the effects of such occurrence; and (e) promptly resumes performance hereunder when such party is able to resume performance of its obligations under this Agreement, and shall give the other party notice to that effect.

A party is not excused as a result of the occurrence of a Force Majeure from any obligations of such party, which arose before the occurrence reusing the suspension of performance. The occurrence of a Force Majeure Event shall not relieve a party of its payment or other monetary obligations under this Agreement.

Settlement of Strikes. Nothing in this Section shall be construed to require the settlement of any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the party involved in the dispute, are contrary to such party's interest. It is understood and agreed that the settlement of strikes, walkouts, lookouts or other labor disputes shall be entirely within the discretion of the party experiencing such action.

Burden of Proof. If the parties are unable in good faith to agree that a Force Majeure event has occurred, the party claiming that an event constitutes Force Majeure shall have the burden of proof as to whether such event constitutes Force Majeure.

9.7 Either Party (except, in the case of Subrecipient, subject to the DOE Flowdown Provisions) may suspend performance of its obligations hereunder, except the obligation to make payments, to the extent the performance of the other Party has been suspended due to the occurrence of a Force Majeure Event.

9.8 Company may terminate this Agreement (in whole or in part) if a Force Majeure Event with respect to which Subrecipient is the Claiming Party shall persist for a consecutive period greater than ninety (90) days. In the event of termination pursuant to this Section, Subrecipient shall be entitled to receive from Company compensation for any Services performed up to and including the date of such termination.

10.0 Indemnity

10.1 Except to the extent arising from a nuclear incident or precautionary evacuation as defined by the Price Anderson Act, and subject to the limitations set forth in Section:

10.1.1 Except with respect to Claims of the U.S. Government each Party will indemnify, defend (if requested by the other Party), and hold harmless the other Party and its Indemnified Persons from and against any and all third party Claims (including, but not limited to, Claims for death, bodily injury, or loss of or damage to property or to the environment) to the extent the Claim arises from (a) any material breach of a representation, warranty or covenant of such Party under this Agreement; (b) any violation of export control laws related to actions taken by such Party or its Affiliates involving the marketing, design, manufacture, operation, maintenance, decommissioning (c) any gross negligence or willful misconduct of such Party or its Affiliates or its or their respective directors, officers and employees in connection with this Agreement; (d) (in the case of Subcontractor) any damage to the environment; (e) (in the case of Subcontractor) the manufacturing by or on behalf of Subcontractor that are Defective; or (f) (in the case of Company) a flaw in design work performed by or on behalf of Company (except to the extent Subcontractor was the Final Design Authority).

10.1.2 Each Party shall indemnify and hold the other Party and its Indemnified Persons harmless from and against any and all Claims arising solely out of or resulting solely from any non-compliance by the Party or its Representatives under this Section relating to Taxes.

10.1.3 Each Party will indemnify, defend (if required by the other Party) and hold harmless the other Party and its Indemnified Persons from and against any and all Claims (including, but not limited to, Claims for death, bodily injury, or loss of or damage to property or to the environment) of the U.S. Government and its officers, agents, or employees to the extent resulting from the acts or omissions of such Party related to the Project but excluding any liability that may be covered by the applicable allowable cost provisions of the Cooperative Agreement; provided, that to the extent there is any conflict of interpretation as between this Section and Exhibit D, the latter shall control.

10.1.4 Subcontractor's IP Indemnification.

10.1.4.1 To the fullest extent permitted under Applicable Laws, Subcontractor shall defend (if required by the other Party or the Indemnified Person), indemnify, and hold Company's Indemnified Persons harmless from and against any third party Claims to the extent that any Subcontractor Contributions provided by or on behalf of Subcontractor pursuant hereto or the permitted uses thereof contemplated herein, infringes or misappropriates any Intellectual Property of a third party.

10.1.4.2 The obligations of Subcontractor in Section do not apply to the extent such Subcontractor Contributions (a) were modified by Company without the consent of Subcontractor and such modification results in the infringement or misappropriation, (b) were used in violation of the terms hereof, and such unauthorized use results in the infringement or misappropriation, or (c) were combined with third party hardware, software and/or data not provided by Subcontractor without the consent of Subcontractor, and such combination results in the infringement or misappropriation, provided, that the foregoing exclusion in clause (c) does not apply where such hardware, software and/or data is reasonably necessary for use of the Subcontractor Contributions as permitted or contemplated herein.

10.1.4.3 If, in any Claim under this Section, a temporary restraining order or preliminary injunction is granted, then Subcontractor shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraining order as soon as possible, at Subcontractor's expense.

10.1.4.4 If, in any such Claim under Section based on a Deliverable or Work Product, the Project, or any part, combination or process thereof, is held to constitute an infringement or misappropriation and its use is enjoined, then Subcontractor, at Subrecipient's sole cost and expense as a non-reimbursable cost, shall either promptly (a) secure for Company a perpetual, irrevocable, royalty-free, nonexclusive, sublicensable license, at no cost to Company, authorizing continued use of the infringing Deliverable or Work Product without impairing the performance or operating cost of the Project, or (b) either replace the affected Deliverable or Work Product or portion, combination or process thereof with a non-infringing substitute, without impairing the performance or operating cost of the Project or Sodium Reactor, or components or parts of the foregoing, or modify the same so that they become non-infringing; provided, however, in connection with any such replacement or modification, Subcontractor shall be responsible for any work necessary to access the items to be replaced or modified, and any work necessary to recover, finish or otherwise cover and return to full operating status the items to be replaced or modified and removing the items to be replaced or modified, or reinstalling the items so replaced or modified, in each case as and to the extent necessary, to

fully complete the replacement or modification of such item into the Project or Sodium Reactor. Additionally, if such Claim for infringement or misappropriation threatens to affect the operation of the Project or any portion thereof in the reasonable judgment of Company, Subcontractor shall promptly undertake the obligations set forth in the previous sentence.

10.1.5 Subcontractor shall indemnify and hold Company and its Indemnified Persons harmless from and against any and all third-party Claims arising out of or resulting from any non-compliance by Subcontractor or its Representatives with any DOE Facility and Equipment Property Requirements.

10.2 Notification, Rights, and Cooperation. The Party seeking to enforce its indemnification rights under this Section (the "Indemnified Party") shall give the other Party (the "Indemnifying Party") prompt written notice of any claim subject to indemnification hereunder; provided, however, the Indemnified Party's failure to promptly notify the Indemnifying Party shall not affect the Indemnifying Party's obligations hereunder except to the extent that the Indemnified Party's delay materially prejudices the Indemnifying Party's ability to defend such claim if requested to do so. Except as otherwise may be required by the relevant Governmental Entity if the claim subject to indemnification is a claim arising under terms of the indemnity in Exhibit D, the Indemnifying Party shall have the right to defend against any such claim with counsel of its own choosing and to settle such claim as the Indemnifying Party deems appropriate, provided that the Indemnifying Party shall not enter into any settlement that adversely affects the Indemnified Party's rights without the Indemnified Party's prior written consent. Subject to its obligations to the relevant Governmental Entity and any limitations on its rights vis a vis that Governmental Entity if the claim subject to indemnification is a claim arising under terms of the indemnity in paragraph 41 of Exhibit D, the Indemnified Party shall reasonably cooperate with the Indemnifying Party in the defense and settlement of any such claim, at the Indemnifying Party's expense. The Indemnified Party shall have the option to retain its own counsel, at the Indemnified Party's own and sole expense to participate in the defense and settlement of any such claim, provided however, that the Indemnifying Party shall maintain the right to control all aspects of such defense, as set forth herein.

10.3 Nuclear Protections.

10.3.1 In respect of the Cooperative Agreement, the Project, and any other agreements or obligations of the Parties (whether or not as between one another) in respect of the Project, if applicable during the Term and in any event at and during such time as nuclear liability protection is required by Applicable Law in connection therewith, the Parties collaborating in good faith shall obtain contractual commitments from any direct owner of the Sodium Demonstration Reactor (in each such case, a "Specified Owner"), to ensure the Sodium Demonstration Reactor operator continuously maintains the following nuclear protections and insurance:

10.3.1.1 Indemnification as required by Section 170 of the Atomic Energy Act of 1954 (42 U.S.C. §2210), as amended, and applicable regulations of the NRC.

10.3.1.2 Nuclear liability insurance in such form and in such amounts as will meet the financial protection requirements of the NRC pursuant to Section 170 of the Atomic Energy Act of 1954, as amended, or any provision of other federal statutes substantially related to the same subject matter, or, in the event the nuclear liability protection system contemplated by Section 170 of the

Atomic Energy Act of 1954, as amended, is repealed, changed, or not renewed, alternative nuclear liability protection in an amount and form as then required by the NRC with the objective that there be no overall substantial diminution of protection through government indemnity, statutory limitation of liability or commercial liability insurance to the extent available on reasonable terms as the same exists on the Effective Date.

10.3.1.3 A master worker policy in such form and with such limits as is then offered by American Nuclear Insurers or its equivalent.

10.3.1.4 Property insurance for the Specified Owner's owned or leased property includes coverage for nuclear damage to the reactor and other onsite property to the extent available on reasonable terms. Specified Owner and its insurer shall waive any right of recovery from or any right of subrogation against any of (as applicable) Company or Subcontractor, or its Affiliates and Representatives, for such loss of, or damage to, or loss of use of such property, whether or not covered by such insurance.

10.3.2 The Parties collaborating in good faith shall obtain a contractual commitment from the Specified Owner that none of (as applicable) Company or Subcontractor, or its Affiliates or Representatives, shall be liable to the Specified Owner or any of its insurers (which shall not have subrogation rights) for any third party claims caused by or arising out of a "nuclear incident" or precautionary evacuation (as defined in the Price-Anderson Act) based on Company's, the Services performed by Subcontractor hereunder, or any use of or access to Intellectual Property rights pursuant to grants or licenses made under or in connection with this Agreement or any Transaction Agreement.

10.3.3 The Parties collaborating in good faith shall obtain a contractual commitment from the Specified Owner that none of (as applicable) Company or Subcontractor, or its Affiliates or Representatives, shall be liable to the Specified Owner or any of its insurers (which shall not have subrogation rights) for any loss of, or damage to, or loss of use of property or equipment, or for injury (including death) to persons arising out of or resulting from a "nuclear incident" or precautionary evacuation (as defined in the Price-Anderson Act), or by reason of shutdowns of the Sodium Demonstration Reactor or other facilities or service interruptions (including loss of profits or revenue, inventory or use charges, cost of replacement power, cost of capital or claims by customers).

10.3.4 The Parties collaborating in good faith shall obtain contractual commitments from the Specified Owner that, if the Specified Owner sells, leases or otherwise exports or transfers a controlling ownership in the Sodium Demonstration Reactor, the Specified Owner shall require the purchaser, lessee or transferee to provide (as applicable) Company and Subcontractor, and its Affiliates and Representatives, with nuclear liability protection materially consistent with that provided under this Section.

10.3.5 The Parties shall use best efforts collaborating in good faith in an attempt to obtain an agreement from the Specified Owner to indemnify and hold harmless each of (as applicable) Company and Subcontractor, and its Affiliates and Representatives, from and against, and undertake the defense of, any and all (i) third party claims, as well as (ii) all other claims, losses, liabilities, and damages, including reasonable attorneys' fees, whether based on warranty, contract, tort, negligence, strict liability, or otherwise, as a result of property damage or loss of

use of property, in either case related to a "nuclear incident" or "precautionary evacuation" (as defined in the Price-Anderson Act).

10.3.6 The Parties collaborating in good faith shall obtain the acknowledgement from the Specified Owner that the nuclear liability protections afforded the Parties, and their Affiliates and Representatives, as provided herein shall survive any termination, expiration or cancellation of any agreements the specified owner operator may have with the Parties, or their Affiliates or Representatives. For avoidance of doubt, this Section shall likewise survive the termination, expiration or cancellation of this Agreement.

10.3.7 Nothing in this Section shall in any way limit or modify the rights, interests, duties and obligations of the Parties.

11.0 Export Control Laws

11.1 Each Party further acknowledges and agrees: (a) that it assumes full responsibility for the accuracy of any self-attestation of citizenship or other status that its employees, agents and other Representatives make to the other Party to support disclosure of information that is subject to Applicable Export Laws, and (b) where no such self- attestation occurs, that Party will obtain the other Party's prior written approval where any of its employees, agents, or other Representatives are Foreign Nationals .

12.0 Representations and Warranties; Related Matters

12.1 Subcontractor warrants and represents to Company as of the Effective Date that (i) neither it, nor any other Representative of Subcontractor is precluded from performing its Services by any employment agreement or otherwise and (ii) its performance of its obligations and agreements hereunder and under the other Transaction Agreements shall not conflict with, violate or breach any other obligations or agreements to any other Person (including to any Governmental

13.0 Site Access Provisions and Behavioral Standards

13.1 If either Party or any of its Representatives access any property, premises, facility, system or network of the other Party or any of its Affiliates in their performance under this Agreement or in respect of the Cooperative Agreement, that Party shall comply, and ensure that all its Representatives comply, with all access, safety, security, traffic, delivery, behavioral, drug/alcohol/background and acceptable use rules, policies, procedures, requirements, standards, signage, and protocols applicable to such property, premises, facility, system or network.

13.2 Representatives of Subcontractor and Company shall conduct their activities pursuant to this Agreement and the Services in accordance with applicable ethical standards. Representatives must not, at any time, exhibit the following behaviors: (A) harassment or discrimination of any kind or character, including but not limited to conduct or language derogatory to any individual on the basis of race, gender, color, religion, age, national origin, disability, veteran status or sexual orientation that creates an intimidating, hostile, or offensive working environment (specific examples include, but are not limited to, jokes, pranks, epithets,

written or graphic material, or hostility or aversion toward any individual or group); (B) any conduct or acts such as threats or violence that creates a hostile, abusive, or intimidating work environment (examples of such inappropriate behaviors include, but are not limited to fighting, abusive language, inappropriate signage, use or possession of firearms on the work site or the threat of any of the foregoing); (C) use of Company's computers, email, telephone or voice-mail system that in any way involves material that is obscene, pornographic, sexually oriented, threatening, or otherwise derogatory or offensive to any individual on the basis of race, gender, color, religion, age, national origin, disability, veteran status, gender identity, or sexual orientation; (D) the use of, being under the influence of, or possession of alcoholic beverages or unlawful drugs on the work site; or (E) engagement in any activity that creates a conflict of interest or appearance of the same, or that jeopardizes the integrity of Company or Subcontractor.

13.3 If any Company or Subcontractor Representative observes a Representative of either Party doing, or is ever asked to do, something that the Representative considers to be unethical, illegal, or in violation of these behavioral standards, the Representative should be instructed to notify management immediately.

13.4 Safety Conscious Work Environment and Employee Concerns. Subcontractor shall comply with Section 211 of the Energy Reorganization Act and 10 CFR 50.7 "Employee Protection" which prohibit an NRC licensee, an applicant for an NRC license, or a contractor or subcontractor of an NRC licensee or applicant from discriminating against an employee for engaging in protected activities. Discrimination includes discharge, or other adverse action that relates to compensation, terms, conditions, and privileges of employment, and protected activities include raising nuclear safety or quality issues internally to company or Subcontractor management or directly to the NRC.

13.4.1 Subcontractor shall maintain a working environment in which Subcontractor's employees are free to raise nuclear safety issues to Subcontractor, to Company, Specified Owner, or to government agencies without fear of retaliation. Subcontractor shall inform its employees, subcontractors and Subcontractors that are engaged to work under this Agreement, of their protected rights under Section 211 of the Energy Reorganization Act and 10 CFR 50.7 to report nuclear safety or quality concerns.

13.5.2 Subcontractor shall notify Company within five (5) Business Days after receipt by Subcontractor of:

13.5.2.1 An allegation with work under this Agreement by an employee or former employee of Subcontractor or any Subcontractor or Sub-Subcontractor of discrimination because of engagement in protected activities; or

13.5.2.2 Notice of filing of a Section 211 complaint with the U.S. Department of Labor by any such employee or former employee; or

13.5.2.3 Notice of an investigation related to the filing of an allegation or Section 211 complaint by the NRC or Occupational Safety and Health Administration (OSHA).

13.5.3 Subcontractor shall cooperate fully with Company to assure a complete investigation of any allegation or complaint of discrimination for engaging in protected activity; shall provide Company with any investigation summary that it may prepare or which may be prepared by the NRC or OSHA as a result of any such allegation or complaint; and shall provide Company with a full written description of any Subcontractor management action which may have been taken in response to any such allegation or complaint.

13.5.4 Any breach of this provision shall be a material breach of contract. In the event the NRC imposes a civil penalty against Company as a result of Subcontractor's or its subcontractor's or Subcontractor's breach of this provision, such civil penalty shall be considered by the Parties to be direct and not special consequential damages under the contract.

13.6 In accordance with the U.S. Department of Labor's regulations implementing the Vietnam Era Veterans Readjustment Assistance Act (VEVRAA, as amended) at 41 CFR Part 60-300, Subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

13.7 In accordance with the U.S. Department of Labor's regulations implementing Section 503 of the Rehabilitation Act of 1973, as amended (Section 503) at 41 CFR Part 60-741, Subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

14.0 Appendix II to 2 CFR Part 200.

14.1 Subcontractor shall comply and shall require its Representatives to comply at all times with the applicable provisions set forth in Appendix II to 2 CFR Part 200, in each case as though set forth herein in full (as contemplated in 2 CFR 200.327).

14.1 2 CFR 200, Appendix II, Section F - Rights to Inventions Made Under a Contract or Agreement. As applicable, if the Subcontractor is a small business or nonprofit organization and the Agreement is for the performance of experimental, developmental, or research work, then Subcontractor must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

14.2 2 CFR 200, Appendix II, Section G - Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended – If the Agreement is in excess of \$150,000, Subcontractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Company and the Regional Office of the Environmental Protection Agency (EPA).

14.3 2 CFR 200, Appendix II, Section H - Debarment and Suspension (Executive Orders 12549 and 12689) – Subcontractor represents and warrants that as of the Effective Date and at all

times during the term of this Agreement that Subcontractor, its Affiliates, and it and their respective agents, vendors, consultants or other Representatives, who are in any such case performing or designated to perform, Services hereunder, (i) have not, at the time of such performance of Services or designation to so perform, been excluded, debarred, declared ineligible or suspended from (or proposed for debarment or suspension from) participation in, or are not at such time otherwise ineligible to participate in, any Federal program, any transaction with any Federal department or agency or any Federal procurement or non-procurement programs and (ii) are not knowingly the subject of any pending action, suit, claim, investigation or proceeding that could result in the foregoing. Subcontractor agrees to promptly inform Company in writing of any debarment, exclusion, suspension, conviction, ineligibility or other event addressed by the above with respect to Subcontractor, its Affiliates, and their respective agents, vendors, consultants or other Representatives. Should any of Subcontractor's Affiliates, agents, vendors, consultants or other Representatives become subject to any of the foregoing, upon receipt by Subcontractor of notification thereof, the affected entity or individual shall immediately become ineligible to perform the Services contemplated by this Agreement. Should Subcontractor or any of its Affiliates or such entities performing Services, rather than any of its or their employees, agents, vendors, consultants or other Representatives) become subject to any of the foregoing, upon receipt by Subcontractor of notification thereof, Company shall have the right to immediately terminate this Agreement (in whole or in part).

Subcontractor further represents and warrants it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

14.4 2 CFR 200, Appendix II, Section I - Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) – If this Agreement exceeds \$100,000, Subcontractor and its subcontractors must file the certification required by this statute and associated regulations. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Company.

14.5 PROHIBITION ON PERSONALLY IDENTIFIABLE INFORMATION (PII)

The Recipient / Contractor must not provide PII, either printed or electronic, to the U.S. Department of Energy within any deliverable, report or submittal under this agreement / contract. Personally Identifiable Information (PII) is any information maintained by the Contractor / Recipient about an individual, including but not limited to, education, financial transactions, medical history and criminal or employment history, and information that can be used to distinguish or trace an individual's identity, such as his/her name, social security number, date and place of birth, mother's maiden name, biometric data, etc., and including any other personal

information that is linked or linkable to a specific individual. This requirement must be incorporated into any and all subcontracts or subagreements to the lowest tier.

14.6 FAR 52.227-1 Authorization and Consent (DEC 2007) Alternate I (APR 1984)

a. The Government authorizes and consents to all use and manufacture of any invention described in and covered by a United States patent in the performance of this contract or any subcontract at any tier.

b. The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are expected to exceed the simplified acquisition threshold. However, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

14.7 FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)

a. The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

b. In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in the Contractor's possession pertaining to such claim or suit.

Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

c. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that are expected to exceed the simplified acquisition threshold.

(End of clause)

14.8 2 CFR 910, Appendix A of Subpart D, Rights in Data - Programs Covered Under Special Data Statutes

i. Subaward/Contract

The Recipient has the responsibility to obtain from its subrecipients/subcontractors all data and rights therein necessary to fulfill the Recipient's obligations to the Government under this agreement. If a subrecipient/subcontractor refuses to accept terms affording the Government such rights, the Recipient shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subaward/contract award without further authorization.

EXHIBIT C

SPECIAL TERMS AND CONDITIONS

1.0 Definitions. As used in the Agreement, the following terms shall have the following meanings. All other capitalized terms shall have the meaning given to them elsewhere in the Agreement.

2.0 Permitted Subcontracting; Sub-Subrecipient Agreements

In the event any part of Services is so subcontracted, Subcontractor agrees to bind any applicable Subcontractor or Sub-Subrecipient (in writing) to the applicable terms and conditions of this Agreement and Applicable Law that are applicable to the Subcontractor's (or Sub-Subrecipient's) portion of Services. Should Subcontractor fail to obtain each Subcontractor's (or Sub-Subrecipient's) written acceptance of such terms and conditions, and should such failure cause or contribute to a loss or damage to any of the Company's Indemnified Persons, then Subcontractor will indemnify and hold such Persons harmless from any and all losses or damages, claims, or suits so incurred, including expenses and reasonable attorney fees with respect thereto .

3.0 Certain Responsibilities; Retainage

3.1 Subcontractor shall be fully responsible to Company's Indemnified Persons for its Subcontractors and Sub-Subrecipients, and payment to its Subcontractors and Sub-Subrecipients pursuant to the terms of subcontracts and other agreements executed between Subcontractor and its Subcontractors or Sub-Subrecipients (or by any Subcontractor or Sub-Subrecipient with its lower-tier sub-subcontractors or subawardees). Subcontractor shall pay each Subcontractor and Sub-Subrecipient the amount that such Subcontractor and Sub-Subrecipient is entitled to receive consistent with the terms of the governing subcontract or other agreement and shall reflect in records available for review hereunder (including invoices) the percentage actually retained if any, from payments by Company to Subcontractor on account of such Subcontractor's or Sub-Subrecipient's work. Should a lien, claim, or other encumbrance be filed or threatened on any property of Company, Prime or either of their Affiliates arising from work under a subcontract or subrecipient agreement between Subcontractor and one of Subcontractor's Subcontractors or Sub-Subrecipients, Subrecipient shall promptly, fully resolve and discharge such lien, claim, or encumbrance and shall indemnify, defend, and hold the Company's Indemnified Persons harmless from and against all related Claims. Subcontractor will, through appropriate agreements with each Subcontractor and Sub-Subrecipient, require each Subcontractor and Sub-Subrecipient to make payments to their lower-level subcontractors and subawardees permitted hereunder (if any) in similar manner.

3.2 The Company requires the subcontractor to withhold a retainage amount through a mechanism with respect to payment of the contract price Subcontractor and other amounts thereunder. Such mechanism shall be approved in writing by Company (such approval not to be unreasonably withheld) and shall include (x) customary retainage terms and conditions and (y) a retainage amount that is not less than five percent (5%) of such Contract's aggregate contract price. Under no circumstances shall any amounts in respect of such retainage be invoiced pursuant to this Agreement, or become due from Company, before such amounts are distributed from retainage when due.

3.3 N/A

3.4 For purposes of this Agreement, the Subcontractors, subcontracts, Sub- Subrecipients and subrecipient agreements shall include all tiers of permitted subcontracts, sub-subcontractors and sub-subrecipients. Subcontractor is responsible to ensure its Subcontractors or Sub-Subrecipients have specific project and government contracting and compliance controls in place to meet the overall objectives under any subcontracts or sub-subrecipient agreements. Notwithstanding anything to the contrary in this Section, any first-tier Subcontractor who has entered into a first-tier subcontract directly with Subcontractor, which subcontract is permitted pursuant to this section, shall be permitted to enter into lower-tier subcontracts, without any requirement for Company to pre-approve such lower-tier subcontracts, to the extent that the scope of services performed pursuant to any such lower- tier subcontract is a portion of the scope of services performed pursuant to such first-tier subcontract.

3.5 Without relieving Subcontractor of any of its obligations under this Agreement, Subcontractor shall assign (or shall cause to be assigned, as applicable) in full, and without cost to Company, all warranties from Subcontractor's permitted Subcontractors and Sub-Subcontractors, including, without limitation, any manufacturers' warranties, that are applicable to the Services, and shall promptly deliver such assigned warranties to Company as Deliverables are submitted and other Services in respect thereof are performed. Without in any Fuels Statement of Work, if Company asserts any claim under any warranty so assigned, Company shall interface with the provider of such warranty (provided, that Subcontractor shall use its commercially reasonable efforts to assist, at Company's request, in pursuing such claim).

4.0 Surveillances, Audits and Inspections

Company reserves the right to perform audits and surveillances of Subcontractor's approved Quality Assurance Program, including suppliers, subcontractors and subrecipients of any tier, at any stage of performance subject to reasonable advance notice. Company, through its CQR, designated representatives or agents, may access Subcontractor's and any subcontractor's or subrecipient's facilities and records for surveillance, witnessing operations in progress, witnessing inspections and tests, performing inspections, reviewing records related to QA Requirements or performing audits with respect to QA Requirements during normal business hours. Upon request by Company, Subcontractor shall provide Company with any and all quality information, documents and records related to this Agreement or the performance of Subcontractor's obligations under this Agreement.

5.0 Stop Work

Company may, at any time, direct Subcontractor in writing to stop performing Services if in the judgment of the CQR the Services (i) are not being materially performed in accordance with QA Requirements or EH&S Requirements, or (ii) have material quality control deficiencies. Prior to the stop work, Subcontractor will be allowed to correct the deficiencies. If such direction is given, Subcontractor and its subcontractors shall cease operations, including shipments, on any Service within the scope of the direction. Resumption of Services shall not be undertaken until Subcontractor has obtained Company's written authorization, which should not be unreasonably withheld. For the avoidance of doubt, nothing in this Section shall limit the rights and remedies of Company.

6.0 Reporting of Defects and Noncompliance

6.1 This Agreement may involve the procurement of "basic components" for a nuclear facility or activity as defined by the NRC in 10 CFR Part 21. When applicable, Subcontractor shall comply with all requirements therein, including but not limited to the flow-down requirements of 10 CFR § 21.31 and all applicable notification requirements. Subcontractor shall make simultaneous notification to the CQR identified in the Statement of Work of any notification provided to the NRC.

Subcontractor or its subcontractor shall be responsible for reporting in writing to Company, as promptly as is reasonably practicable, whenever information is obtained reasonably indicating: (1) any failure to comply with the Atomic Energy Act, or any applicable regulation, order, or license of the NRC relating to a Substantial Safety Hazard (as defined in 10 CFR Part 21); (2) the existence of any defect found in the manufacture of any item or facility (including on basic components supplied for such facility of activity), or (3) that the Quality Assurance Program (or any portions thereof) has undergone any significant breakdown which could have produced a defect in a basic component as defined in 10 CFR Part 21. Subcontractor or its subcontractor or subrecipient shall have a procedure in place that addresses these evaluations and reporting responsibilities to the satisfaction of this scope of work requirement and the requirements of 10 CFR Part 21. In accordance with the requirements of 10 CFR Part 21, the requirements in this paragraph, including to submit any reports in writing to Company, shall be applicable before, during and after acceptance with respect to any Deliverable or Service.

6.2 Commercial Grade Dedication.

If Subcontractor will procure basic components (as defined in 10 CFR § 21.3), then Subcontractor shall make commercially reasonable efforts to procure those basic components from manufacturers with approved 10 CFR Part 50 Appendix B, and ASME NQA-1 Quality Assurance Programs. If subrecipient or its subcontractors or subrecipients procure commercial grade items and services from non-Appendix B sub-suppliers for use in safety-related applications or procured as services in support of safety-related applications, then subrecipient or its subcontractors or subrecipients shall act as the dedicating entity (as defined in 10 CFR § 21.3) and comply with the requirements of 10 CFR § 21.21(c). Controls for commercial grade dedication shall be documented in implementing procedures consistent with NQA-1 (2015 or later revisions endorsed by the NRC) subpart 2.14. These procedures shall include the required interfaces with Company to obtain the nuclear safety-related function and technical information necessary for the Dedicating Entity to develop for the dedication process. Procedures and plans for commercial grade dedication shall comply with Electric Power Research Institute (EPRI) NP-5652 (Guideline for the Acceptance of Commercial Grade Items in Nuclear Safety-Related Applications) Rev 1. They shall also comply with NRC expectations as stated in Information Notice IN 2011-01 and NRC Inspection Manual procedures IP-38703, "Commercial Grade Dedication", and IP-43004, "Inspection of Commercial Grade Dedication Programs".

6.3 Nonconformance and Deficiencies Reporting

6.3.1 Subcontractor shall establish and maintain a report log for nonconformances and deficiencies. As a minimum, the log shall include Subcontractor or subcontractor's or Subcontractor's name and physical address, nonconformance or deficiency date, unique identification of affected item, and disposition details. A copy of the nonconformance and deficiency log shall be provided to Company on a frequency specified by the CQR.

EXHIBIT D

DOE FLOWDOWN PROVISIONS

1.0 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS - - SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American made.

2.0 INSURANCE COVERAGE (DECEMBER 2014) (REVISED)

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds.

3.0 INDEMNITY

The Recipient shall indemnify the Government and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of Government officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions, or to the extent such liability arises from a nuclear incident or precautionary evacuation as defined by the Price Anderson Act. Parties shall inform each other as soon as practicable of any suit or action alleging an indemnifiable claim and, to the extent allowed by statute, participate in litigation and settlement.

4.0 LOBBYING RESTRICTIONS (MARCH 2012)

By accepting funds under this award, the Recipient agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

5.0 NONDISCLOSURE AND CONFIDENTIALITY AGREEMENTS ASSURANCES (JUNE 2015)

By entering into this agreement, the undersigned attests that US SFR Owner, LLC does not and will not require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

The undersigned further attests that US SFR Owner, LLC does not and will not use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

- a. "These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order

relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling."

The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

6.0 PROHIBITION ON PERSONALLY IDENTIFIABLE INFORMATION (PII)

The Recipient / Contractor must not provide PII, either printed or electronic, to the U.S. Department of Energy within any deliverable, report or submittal under this agreement / contract. Personally Identifiable Information (PII) is any information maintained by the Contractor / Recipient about an individual, including but not limited to, education, financial transactions, medical history and criminal or employment history, and information that can be used to distinguish or trace an individual's identity, such as his/her name, social security number, date and place of birth, mother's maiden name, biometric data, etc., and including any other personal information that is linked or linkable to a specific individual. This requirement must be incorporated into any and all subcontracts or subagreements to the lowest tier.

7.0 CONFIDENTIAL BUSINESS INFORMATION

The Government acknowledges that the recipient or its subcontractors may provide to DOE confidential or proprietary business, technical or financial information. DOE will manage this information consistent with the Trade Secrets Act, 18 U.S.C. §1905. DOE will also process any request for release of this information to the public consistent with the Freedom of Information Act (FOIA), 5 U.S.C. §552 and DOE's FOIA regulations, 10 C.F.R Part 1004. DOE agrees that any confidential business, financial, and legal information provided by the recipient is not "data" within the meaning of the Rights in Data clause.

8.0 WAIVER REQUESTS: PERFORMANCE OF WORK IN THE UNITED STATES

Pre-approval is required for all foreign purchases. Work performed (i.e., purchases and labor) under awards must be performed in the U.S., unless otherwise approved, awards proposing foreign purchase of supplies and equipment or for foreign labor performed must clearly specify

what work is to be done, by which entity, where the work is to be performed, the estimated time period for the work, the estimated dollar value of the work and the rationale for doing the work outside the U.S.

Work performed (i.e., purchases and labor) under awards must be performed in the U.S., unless otherwise approved as part of the original application, or during performance, by DOE in accordance with the thresholds set forth in this clause.

Below \$1M: This requirement does not apply to the foreign purchase of supplies and equipment or for foreign labor (cumulative) performed below \$1M; however, the Awardee should make reasonable efforts to perform labor and/or purchase supplies and equipment within the U.S. below this threshold.

At \$1M or above, up to \$5M, the awardee must notify DOE at least 30 days prior to foreign purchase of supplies and equipment or for foreign labor (cumulative) performed, using the Special Status report specified in the award's Reporting Requirements checklist.

Over \$5M, the awardee must obtain prior written DOE approval using the Waiver Request for Non-US Work at Appendix F, at least 30 days prior to the foreign purchase of supplies and equipment or for foreign labor (cumulative) performed.

In adherence to the above thresholds, awards proposing foreign purchase of supplies and equipment or for foreign labor performed must clearly specify what work is to be done, by which entity, where the work is to be performed, the estimated time period for the work, the estimated dollar value of the work and the rationale for doing the work outside the U.S.

EXHIBIT H

INSURANCE; SUPPLEMENTAL TERMS; EXCEPTIONS

1.0 Minimum Insurance Coverage. Subcontractor shall provide the following insurance coverage for its Services pursuant to this Agreement:

1.1 Workers' Compensation - all insurance coverage required by federal, state, or local law, including statutory workers' compensation insurance in the minimum statutory amount. With respect to workers' compensation claims: (i) Subcontractor specifically and expressly waives any immunity that it may be granted under any state workers' compensation act or similar Applicable Law in any relevant jurisdiction, and (ii) the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party.

1.2 Commercial General Liability - occurrence-based insurance including, but not limited to, premises and operations liability, products and completed operations liability, contractual liability, independent contractors' liability, and products and completed operations liability for the statute of repose, which provides for combined single limit for bodily injury and property damage in coverage amount of \$2,000,000 per occurrence, and, to the extent of Subcontractor's indemnity obligation therein, extends on a primary and noncontributory basis for all additional insureds. The additional insured requirement for Commercial General Liability and Excess/Umbrella coverages is for the duration of the Agreement and an additional twelve (12)

years following acceptance of Services by Company. GL coverage shall not contain an exclusion broader than the Broad Form Nuclear Exclusion – ISO version.

1.3 Employer's Liability including Stop Gap Liability - \$1,000,000 bodily injury by accident, and \$1,000,000 limit for each policy.

1.4 Commercial Auto Liability - Combined Single Limit of \$2,000,000. Such insurance shall cover bodily injury or death and property damage arising out of ownership, rental, non-owned, maintenance or use by Subcontractor, Sub-Subrecipients, Subcontractors (or the employees of any of the foregoing Persons) of any vehicles and of any other equipment required to be licensed for road use.

1.5 Professional Liability Insurance - insuring against errors and omissions arising from the design and work (including Services) on the Project by Subcontractor's architects, engineers, landscape engineers, surveyors, and any other professional (at any tier, in each case), with limits of \$5,000,000 per claim and \$10,000,000 annual aggregate. Such policy shall not contain any exclusions directed toward any types of projects, materials, services or processes involved in the Services. Coverage shall include, but not be limited to:

1.5.1 Limited contractual liability

1.5.2 The retroactive date for coverage will be no later than the commencement date of the Service. The policy will state that, in the event of cancellation or non-renewal, the discovery period during which Company may submit insurance claims will be at least three (3) years following such cancellation or non-renewal, or otherwise as by agreement with Company.

1.6 N/A

2.0 To the extent of Subcontractor's indemnification obligations under this Agreement, all liability policies, except for Professional Liability, shall include Company as additional insured, including its officers, directors, and employees and any of its subsidiaries or Affiliates. Subcontractor agrees and will cause their insurers to waive any and all rights of subrogation against the Persons identified above as additional insureds.

3.0 All policies under this Exhibit H will be written by companies authorized to do business in the State of North Carolina (and any other relevant jurisdictions) and have a rating by Best's Key Rating Guide of at least A-VIII. Subcontractor shall provide Company with a certificate of insurance evidencing the coverages and terms required by this Agreement prior to commencing any Services.

4.0 The insurance requirements contained herein shall not in any manner be deemed to limit or qualify the liability or obligations assumed by Subcontractor. Nor will Company's failure to identify any deficiencies in the certificate or other documents provided waive the obligations stated herein. If Subcontractor maintains a plan(s) of self-insurance to insure any part of the risks otherwise covered by the insurance required herein, Subcontractor shall be liable to and hold Company harmless from any claims, demands, losses, costs and expenses, to the same extent that the required insurance would have protected Company; and in any claim or suit it will be presumed that such insurance, if it had been procured and maintained, would have covered the occurrence, loss or damage in question. Notwithstanding the foregoing, Subcontractor shall not be permitted (without the advance written consent of Company) to satisfy any of its obligations in this Exhibit H by utilizing any self-insurance.

5.0 Subcontractor shall be responsible for ensuring that its Subcontractors and Sub-Subrecipients carry insurance that provider deems appropriate to their participation in the Services. In the event that Subcontractor(s) or Sub-Subrecipient(s) shall fail to procure and maintain insurance as required herein, Subcontractor shall be liable to and hold Company harmless from any claims, demands, losses, costs and expenses to the same extent that the required insurance would have protected Company.

6.0 Optional Insurance Coverage. Company reserves the option to reasonably amend the required insurance and this Exhibit H, as the scope of services is expanded and revised, to include any one or more of the following, subject to mutual agreement by the Parties:

6.1 Business auto insurance, including as required pursuant to The Motor Carrier Act of 1980. If the Services involve transportation of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Subcontractor shall provide pollution auto coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached. Any statutorily required "No-Fault" benefits and uninsured/underinsured motorists' coverage should be included.

6.2 Umbrella/Excess Liability Insurance on an occurrence basis in excess of the underlying insurance identified in in this Exhibit H, and which is at least as broad as each and every one of the underlying policies. The amounts of insurance required in this Exhibit H may be satisfied by Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in this Exhibit H for the applicable types when added to the applicable limits for this paragraph 6.2.

6.2.1 The umbrella/excess liability insurance limits shall have limits of the following amounts:

- (a) \$5,000,000 Any one occurrence and annually reinstating General Aggregate.
- (b) \$5,000,000 Any one occurrence and Aggregate Products/Completed Operations, which shall be maintained for twelve (12) years following completion of the Services; and

6.3 To the extent that any of Subcontractor's performance under this Agreement includes delivery of any physical product or equipment to the Natrium Demonstration Reactor Site, Subcontractor shall be responsible for obtaining marine cargo insurance, including inland marine for the replacement cost value of such items. Marine cargo insurance will not have any exclusions for terrorism or (except with respect to inland marine) war. Company and any Specified Owner, if applicable, will be added as loss payees.

6.4 If any aircraft is to be used in the performance of the Services, Aircraft Liability insurance (including owned and non-owned) with the following limits:

6.4.1 Bodily Injury: \$10,000,000 each occurrence-\$2,000,000 each person

6.4.2 Property Damage: - \$10,000,000 each occurrence

7.0 Certificates of Insurance.

7.1 Subcontractor shall furnish Company with certificates of insurance completed by a duly authorized representative evidencing coverage required under this Exhibit. Such certificates shall be delivered to Company before any Services hereunder are commenced by Subcontractor

and annually thereafter on or before the policy effective dates of Subcontractor's general liability insurance policy.

7.2 Company's acceptance of delivery of any certificate of insurance evidencing the required coverages and limits does not constitute approval or agreement by Company that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements.

7.3 If any of the coverages are required to remain in force after final acceptance of the Services, Subcontractor shall submit an additional certificate evidencing continuation of such coverage with its final billing and at each subsequent renewal of Subcontractor's insurance.

8.0 Waiver of Right to Recovery including Subrogation.

To the extent of Subcontractor's indemnification obligations, Subcontractor hereby waives all its rights of recovery, under subrogation or otherwise, against Company, its officers, agents and employees, and all tiers of contractors, vendors and suppliers engaged directly by Company with respect to the Project, to the extent covered by insurance required to be provided by Subcontractor and its Subcontractors and Sub-Subrecipients of whatever tier under this Exhibit and further waives all rights of recovery which are not covered by insurance because of deductible or self-insurance obligations relating to such insurance. Subcontractor will require all tiers of its Subcontractors, Sub-Subrecipients, vendors and suppliers, by appropriate written agreements, to provide similar waivers each in favor of all parties enumerated in this paragraph. Subcontractor will require all insurance policies in any way related to the Services secured and maintained by the Subcontractor to include clauses stating each insurer will waive all rights of recovery consistent with this paragraph.

9.0 Cooperation.

Subcontractor shall fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the required policies, in all areas of safety, insurance program administration, claim reporting and investigating, and audit procedures.

10.0 Nothing in this Exhibit shall be construed as limiting in any way the extent to which Subcontractor or any Subcontractor or Sub-Subrecipient may be held responsible for payment of damages resulting from their operations. Subcontractor's obligations to procure insurance are separate and independent of and shall not limit Subcontractor's contractual indemnity and defense obligations. Company does not represent that coverages and limits required in this Contract will necessarily be adequate to protect Subcontractor.

11.0 Subcontractor shall by appropriate written agreements flow down the requirements for i) the waiver of subrogation for all required insurance, and ii) additional insured coverage for all required insurance except professional liability and workers compensation and iii) other requirements of this Exhibit to all tiers of Subcontractors and Sub-Subrecipients for all insurance required of such Subcontractors and Sub-Subrecipients by Subcontractor for the Services. The requirements described in this do not require Subcontractor to flow down the coverages and limits thereof required of Subcontractor.

12.0 Subcontractor shall pay all insurance premiums, for insurance coverages required of Subcontractor above (and to the extent agreed between the Parties with respect to any optional insurance coverage), including any charges for required waivers of subrogation or the endorsement of additional insureds. If Subcontractor fails to maintain the insurance required

above (or, in the case of optional insurance coverage, as otherwise agreed by the Parties to be maintained), Company may take out comparable insurance and deduct and retain amount of premium from any sums due Subcontractor under this Agreement. If the Aggregate Limits on any Subcontractor's insurance policy are no longer available, Subcontractor must notify Company and immediately, at Subcontractor's expense, purchase replacement coverage to meet insurance requirements as specified in this Exhibit. Alternatively, Subcontractor's failure to maintain the required insurance may result in termination for default.