

TRX Systems, Inc.

General Terms and Conditions for Purchase and Delivery Orders

These General Terms and Conditions for Purchase and Delivery Orders (“Terms”) are incorporated by reference into the referring purchase or deliver order (“Order”) by and between TRX Systems, Inc. (“TRX”), and the counterparty to the Order (“Seller”). The Terms cover all work, goods or services ordered by TRX during the term set forth in said Order. The Order shall set forth the scope of services to be performed, including the goods, quantity of goods, time schedule, compensation and any other special terms. These Terms take precedence over any conflicting or similar term and condition. NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements contained in applicable Orders, the parties hereto intending to be legally bound agree as follows:

1. ITEMS SUPPLIED. Except for items and facilities furnished by TRX as set forth on the Order, Seller shall furnish at its expense all labor, services, equipment, appliances, tools, facilities, and materials necessary to commence and complete said work, in a good, expeditious, and workmanlike manner.

2. DELAY. Seller shall commence and complete the work in accordance with the schedule set forth in the Order and shall indemnify and hold TRX harmless for any additional expenses or damages arising out of any delay or Seller’s inability to proceed with the work.

3. CONTRACT PRICE; BILLING. Goods and/or services shall be subject to the price set forth in the applicable Order. Unless otherwise provided herein, upon delivery of goods or services set forth in an applicable Order, Seller shall, prepare and submit to TRX, an invoice for the goods or services provided. The invoice shall clearly reference the applicable Order, and shall be in such form and supported by such documentation as TRX and its Customer may reasonably require. Upon inspection and acceptance of the goods or services, and following receipt of Customer payment, within (30) days thereof TRX shall remit payment to Seller for such goods and/or services, subject to final acceptance by the Customers and the terms hereof.

4. RECORD KEEPING AND AUDIT. Seller shall maintain true and correct records in connection with each Order performed upon and all transactions related thereto and shall retain all such records for three (3) years after the end of the calendar year in which the last delivery pursuant to an applicable Order was performed. TRX and/or its delegate, at its expense, may from time to time during the term of an applicable Order or within three (3) years after the completion of such Order, and at any time, audit all records of Seller in connection with all costs and expenses for which it was invoiced. Any amount as shown by the audit by which the total payment by TRX to Seller exceeds the amount due shall be promptly returned to TRX.

Seller shall fully cooperate with any such audit (including

any such audit performed by a third party at the request of TRX). With regard to this right to audit, Seller shall permit TRX’s duly authorized representatives to inspect and obtain copies of books and records, including but not limited to payment records, and make its employees, officers, and directors available for meetings with TRX or its representatives upon reasonable notice and to the extent determined by TRX to be necessary to verify Seller’s compliance with these Terms.

5. COMPLIANCE WITH LAWS.

A. Seller agrees to comply with all laws and to obtain and maintain all permits and licenses required for Seller’s performance of said work and to comply with all federal, state and local laws (including labor laws), ordinances and rules, regulations and orders of governmental agencies applicable to said work.

B. Seller represents and warrants that it has knowledge of the applicable export control and economic sanctions laws and regulations of the United States, potentially including but not limited to the International Traffic in Arms Regulations (“ITAR”) administered by the U.S. State Department’s Directorate of Defense Trade Controls (“DDTC”), Export Administration Regulations (“EAR”) administered by the U.S. Commerce Department’s Bureau of Industry and Security (“BIS”), and various economic sanctions regimes administered by the U.S. Treasury Department’s Office of Foreign Asset Controls (“OFAC”). Seller agrees to comply with these laws and regulations and to inform TRX immediately of any obstacle to such compliance. Among other requirements of these laws and regulations, Seller shall not, without prior U.S. government license or other authorization, export, re-export, or transfer any goods, either directly or indirectly, to or perform any services under any applicable Order in any country or territory that is subject to a U.S. sanctions regime, in contravention of any other U.S. sanctions, or to or for any person or entity that is listed on any U.S. denied party lists.

C. Seller represents and warrants that it has knowledge of the prohibitions and requirements of the U.S. Foreign Corrupt Practices Act (“FCPA”) and any other applicable anti-bribery and anti-corruption laws and regulations, including any laws intended to implement the OECD Convention on Combatting Bribery of Foreign Officials in International Business Transactions signed in Paris on December 17, 1997. Seller represents and warrants that neither it nor its officers, directors, employees, agents, contractors, designees, ultimate beneficial owners or shareholders, nor any party acting on its behalf, will directly or indirectly take any action that would constitute a violation of the FCPA or other applicable anti-corruption laws with respect to activities conducted in connection with these Terms. Seller acknowledges and agrees that despite the fact that the FCPA permits, in very limited circumstances, payments called “facilitating payments,” it will comply with TRX’s policy prohibiting the use of such payments.

D. With respect to any transaction or services effected in connection with any applicable Order, Seller has and will maintain proper and accurate books, records, and accounts which accurately and fairly reflect any and all payments made, expenses incurred, and assets disposed of, and have and will maintain an internal accounting controls system to ensure the proper authorization, recording, and reporting of all transactions and to provide reasonable assurances that violations of the anti-corruption laws of the applicable jurisdictions will be prevented, detected, and deterred. Seller agrees to maintain such books and records for three (3) years after the end of the calendar year in which the last service pursuant an applicable Order to enable TRX at its own expense to conduct a reasonable review of books and records related to all transactions conducted in connection with such Order. Seller has not and will not provide TRX any inaccurate documentation and records in connection with any function performed under an applicable Order.

6. WORK SITE. Seller shall comply with all health and safety practices, procedures and guidelines required by applicable law. Seller understands and agrees TRX assumes no liability of all or any portion of a work site. Seller also understands and agrees that TRX did not choose the work site for any material with respect to which Seller is to perform work. Seller agrees to take no action inconsistent with any of the foregoing including, without limitation, any action, which would subject itself or TRX to any liability therefor.

7. INDEMNIFICATION.

A. Seller agrees to the fullest extent permitted by law to indemnify and hold harmless and hereby releases TRX's customer, TRX, its parent, subsidiary, and affiliated companies and its and their directors, officers, agents, other contractors, and employees from and against all liabilities, losses, damages, demands, claims, suits, fines, penalties, costs and expenses including reasonable legal fees and other expenses of investigation and litigation arising out of or related to (i) Seller's breach of the terms of an Order, including these Terms; (ii) any assertion that any costs, price, or fee included in or incurred under the Client Contract or an applicable Order should or will be reduced as a result of, or arising out of facts attributable to, cost or pricing data furnished or required to be furnished by Seller which was not complete, accurate, or current; (iii) a violation by Seller or any applicable local, state, or federal law, rule or regulation; (iv) any penalty or fine incurred or assessed which is caused by Seller, its employees, agents, suppliers, subcontractors, or consultants; (v) any failure by Seller to provide any reasonably required certification or supporting information required hereunder or under applicable laws and regulations; (vi) the provision by Seller of any false or erroneous certification or supporting information required hereunder or under applicable laws and

regulations; (vii) any false claims by Seller under an applicable Order, or any misrepresentation of facts, or fraud, under or in connection with appeals made under the article entitled "Applicable Laws and Disputes"; and/or (viii) for all injuries to and death of persons and for loss of or damage to property, arising out of or related to services performed by Seller, its agents, or employees, or subcontractors; except to the extent such liabilities or losses are attributable to the sole negligence or willful misconduct of TRX, its agents, or employees. Any liabilities incurred shall not be deemed or considered "allowable costs" for purposes of an applicable Order.

B. In addition, Seller agrees to the fullest extent permitted by law to indemnify and hold harmless and hereby releases TRX, its parent, subsidiary, and affiliated companies and its and their directors, officers, agents, other contactors, and employees against any and all liabilities, losses, claims, suits, costs and expenses arising from infringement or alleged infringement of intellectual property rights of others (including patents) covering apparatus, machinery, equipment, methods, processes, and compositions of any material installed and used by Seller or its subcontractors in any and all operations under an applicable Order.

8. INSURANCE. Seller shall, at all times while operations are conducted hereunder, maintain the following insurance coverage's:

A. Workers' Compensation, providing statutory benefits and Employer's Liability Insurance covering the employees of the Seller engaged in operations hereunder in compliance with the state having jurisdiction over each employee. The limit for Employer's Liability shall be \$1,000,000 per occurrence.

B. Comprehensive General Liability Insurance including products, contractual liability and completed operations with a combined single limit per occurrence and annual aggregate of not less than \$1,000,000 for bodily injury and property damage. Such policy shall be endorsed to cover liability of Seller under Section 7 hereof.

C. Automobile Liability Insurance with a combined single limit of \$1,000,000 per accident for bodily injury and property damage. This insurance shall provide coverage for any automobiles, including owned, hired and non-owned automobiles.

D. Such other insurance and/or additional coverage amounts as deemed necessary by TRX in any Order issued hereunder to cover the risks inherent to the work or services being performed by Seller.

E. All insurance policies shall waive all rights of subrogation against TRX. The insurance policies provided for in B, C, D, and E above shall name TRX as an additional insured, shall be primary as to any other

valid insurance available to TRX, and shall contain a standard cross-liability endorsement or severability of interests clause.

F. Certificates evidencing the required insurance coverage (including the coverage required by Section 8 hereof) and endorsements shall be delivered to TRX prior to commencement of work and shall provide that any material change in or cancellation of any policy or policies under which such certificates are issued shall not be valid with respect to TRX unless TRX has received thirty (30) days prior written notice of such change or cancellation. Such insurance shall also provide that TRX shall be an additional insured for two (2) years following completion of Seller's work.

9. BOND. TRX reserves the right to demand that the Seller furnish to TRX, at any time during the term of an applicable Order, a surety bond(s) issued by a company satisfactory to TRX authorized to do surety business in the state or country where the work is to be done or materials are to be furnished on forms approved by TRX and guaranteeing that the Seller will perform all of its obligations under an applicable Order and will pay for all work and materials received in conjunction therewith.

10. INDEPENDENT CONTRACTOR. It is expressly understood that Seller is an independent contractor and that neither it nor its employees or subcontractors or their respective employees are servants, agents or employees of TRX. The actual performance and superintendence of all work hereunder shall be by Seller, and under the control and direction of Seller as to the details of the work; provided, however, TRX, being interested in the results to be obtained, is authorized to designate a representative or representatives, who shall at all times have access to the location where the work is to be performed for the purposes of observing and inspecting same, and provided further that such work shall be performed in accordance with an applicable Order.

11. LIENS. Seller shall neither file nor permit to be filed or imposed any laborer's, materialmen's, mechanics, or other lien with respect to the work to be performed or material furnished or on any part of the property on which work is performed hereunder and hereby waives any right to file or cause such a lien to be filed. In the event any claim has been asserted against Seller, TRX or its customer, or any lien has been filed with respect to the work, further payment shall not become due until all such claims or liens have been satisfied, released and/or discharged of record without cost or expense to TRX. TRX may, in default of Seller's obligation to do so, procure the release, satisfaction and discharge of any such claim or lien, and deduct all costs and expenses incurred in so doing from any money due or to become due hereunder; or if final payment has been made, Seller

shall reimburse TRX for all monies paid to discharge any such claim or lien, including the cost and expense thereof. Without limiting the application of the foregoing in any way, if Seller has not received payment by virtue of the application of Section 3, hereof for a period of twelve (12) months after the normal due date for such Seller invoice, and that the reason for such non-payment by TRX's customer is directly and solely related to matters unrelated to Seller's performance, then Seller shall have the same rights of lien against the customer's property, as TRX would have, and no greater.

12. CHANGE ORDERS. TRX may order changes, modifications, deletions, and extra work by issuance of written change orders to Orders from time to time. Seller shall make no change in the work without the prior receipt of a written change order, and Seller shall not be entitled to compensation for any extra work performed unless prior to commencing said work TRX has issued a written change order designating the nature of the work and the amount of additional compensation to be paid therefor.

In the event of a deletion of the work, the contract price shall be reduced by a fair and reasonable valuation. In the event of an increase in the work, the contract price shall be increased by a fair and reasonable valuation based upon the original contract rates. If the parties are unable to agree upon the amount of credit or amount of increase, Seller shall continue to perform in any event, and the dispute shall addressed as set forth in Section 25 hereof. TRX shall not be responsible for any reimbursement of lost profits or value of a bargain for any decreases or deletions in the work from the original order.

13. DEFAULT. If Seller shall become insolvent, or if insolvency, receivership or bankruptcy proceedings shall be commenced by or against Seller, or if Seller shall make an assignment for the benefit of creditors, or if Seller shall materially default in its performance of any provision of an applicable Order, then TRX and Seller shall have the following rights, obligations and duties:

A. TRX, without prejudice to any other right or remedy, may terminate this an applicable Order, forthwith on written notice to Seller.

B. Seller shall, if requested by TRX in writing, withdraw from any premises and/or assign to TRX such of Seller's lease agreements, subcontracts, etc. as TRX may request so that TRX may ensure continued performance and/or have the ability to remove any such materials, equipment, tools and instruments owned by TRX and/or used by Seller in the performance of the work, as TRX may direct.

C. TRX shall have the right, either with or without using Seller's materials, equipment, tools and instruments, to complete the work itself or with or through third parties.

D. TRX shall be entitled to withhold the payment of any further sums due to Seller under an applicable Order, except such final balance as may be due pursuant to the following paragraph.

E. Upon final completion of the work, TRX shall determine the amount, if any, of damages suffered by TRX, the amount to which Seller is entitled for its performance of the work up to the date of such termination and the amount, with due regard to the circumstances of termination, sufficient to equitably compensate Seller for the use of Seller's materials, equipment, tools and instruments; and upon such determination, TRX shall pay the net amount which may be due, if any, in accordance with such determination.

14. WARRANTY, GUARANTY, INSPECTION & ACCEPTANCE.

A. Any Order shall be expressly conditioned on the inclusion of all express and implied warranties and all remedies under the uniform commercial code. Seller warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in any applicable Order.

B. Seller further guarantees that all work and services performed are in accordance with accepted standards and practices applicable to Seller. Seller also guarantees that all equipment and materials furnished pursuant to an applicable Order against defects in construction and/or workmanship for a period of one (1) year following completion of its work and acceptance by TRX, except where a longer guaranty is provided by a supplier or manufacturer of such equipment or required pursuant to the terms of any agreement entered between TRX and the customer of TRX relating to the work performed.

C. Seller shall only tender for acceptance those items that conform to the requirements of an applicable Order. TRX reserves the right to inspect or test any supplies or services that have been tendered for acceptance. TRX may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, TRX may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. TRX must exercise its postacceptance rights (i) within a reasonable time after the defect was discovered or should have been discovered; and (ii) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

D. In the event Seller fails to diligently proceed to cure the nonconformity identified in paragraph C hereof, TRX may do so and all costs incurred shall be at Seller's expense.

15. ASSIGNMENT; SUBCONTRACTING. Seller shall not assign any Order, or subcontract the whole or any part of any work performed hereunder, without TRX's prior written consent.

16. EFFECT ON PRIOR AGREEMENTS. An Order consists of the terms stated therein, these Terms, any special terms attached to an Order, and any other attachment as may be required to complete the work or services to be performed by the Seller. The special terms may include the terms and conditions of the applicable agreement between TRX and its Client Contract, other than any provision regarding payment for work or services. Unless otherwise provided herein, the Seller hereby agrees, notwithstanding anything to the contrary, to strictly comply in all respects with such special terms, and in the event of a conflict between such special terms and these Terms, the provision imposing the greater obligation on the Seller shall prevail. These Terms shall in all respects supersede any prior agreement heretofore executed by and between TRX and Seller relating to work or services to be performed by Seller in connection with an applicable Order.

17. TERM; TERMINATION. These Terms shall be in effect for the term of any applicable Order. TRX may terminate at any time, with or without cause in whole or in part, an agreed upon Order; provided, however, that if TRX terminates without cause, it shall compensate Seller for all duly authorized work performed and reasonable costs incurred prior to the actual receipt of notice of termination.

18. CONFIDENTIALITY; INTELLECTUAL PROPERTY. Seller shall not use for other than performance of the work, or disclose to any third party (including to any governmental entity or agent thereof, except as required by law), any information concerning these Terms or any applicable Order, the work performed, or any data or information received by Seller pursuant hereto, except as herein specified without first obtaining the prior written consent of TRX. TRX shall own all intellectual property developed by Seller during the term hereof and arising out of the performance of the services. Seller further agrees that it shall not engage in any communications with TRX's customer without the express written consent of TRX.

19. LIMITATION OF LIABILITY. IN NO EVENT SHALL TRX, INCLUDING TRX INSURERS, DIRECTORS, OFFICERS, OR EMPLOYEES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, IMPACT OR CONSEQUENTIAL DAMAGES OR, IN THE CUMULATIVE AGGREGATE, FOR ANY DAMAGES IN EXCESS OF THE COMPENSATION TO BE PAID BY TRX UNDER THE PARTICULAR ORDER INVOLVED OR SUCH MINIMUM AMOUNT AS IS PERMITTED BY LAW, IF ANY.

20. DELIVERY. Time is of the essence to TRX. Tender of goods or services shall be made in the manner and on the date specified on the Order.

21. EXCUSABLE DELAY. Neither party shall be liable for damages for delay in delivery or performance arising out of causes beyond its control and without its fault or negligence, including but not limited to, acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, and unusually severe weather. Seller will notify TRX in writing ten (10) days after the beginning of any such cause, which would affect its performance.

22. RISK OF LOSS. Seller shall bear all risk of loss, theft, damage, or destruction to (i) the items covered by any Order issued to Seller, (ii) Seller's equipment, appliances, tools, facilities and materials necessary to commence and complete the work or on TRX's property. Seller will at all times carry insurance insuring against such destruction in the face amount, but not less than the replacement value of said items.

23. TAXES. The price for each item covered by any Order is inclusive of any taxes, fees, excises, and/or changes which are now or may hereafter be imposed (whether by federal, state, municipal, or other local public authority) with respect to the manufacture and sale of such items, any services to be rendered by Seller hereunder. Seller shall separately state on its invoice the amount of the sales or use tax applicable to the sale of the items or services under an Order.

24. WITHHOLDING OF PAYMENTS OR RETENTION. Notwithstanding anything to the contrary herein contained, TRX shall have the right, without any fees or interest, to withhold from any payments due or to become due the Seller such amounts as TRX, in its sole discretion, deems necessary to protect TRX's interests with respect to (i) any indebtedness owed by the Seller to TRX on this or any other contract; (ii) any defective work not remedied or any defective materials not removed and replaced; (iii) any third-party claims filed or reasonable evidence indicating probable filing of any such claims; (iv) any Liens in favor of any workers, suppliers of material, or laborers; (v) a claimed failure of the Seller to make any payments to its subcontractors, suppliers, or laborers; (vi) reasonable doubt that the work can be completed for the unpaid balance of the pricing set forth in applicable Order(s); (vii) reasonable indication that the work will not be completed within the applicable Order(s) required schedule or delivery date; (viii) unsatisfactory or untimely prosecution of the work by the Seller; (ix) any failure of the Seller to comply with the terms of any applicable Order or these Terms; (x) any loss, penalty, damage or attorney's fees associated with the Seller or the work; (xi) the negligence or willful misconduct of the Seller or any of its representatives,

subcontractors, or suppliers, or any other person or entity directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts or omissions any of them may be liable; and/or (xii) any set off to which TRX is legally entitled. Any withholding or retention under this provision will also comply with applicable terms of any U. S. Government contract or subcontract, which applies to performance of work pursuant to any applicable Order.

25. DISPUTES.

A. In the event of any dispute between the Seller and TRX due to any conduct of a non-Government Customer, Seller shall be bound to any disputes procedure to which the TRX is bound under the Client Contract and to any decision rendered thereunder. Seller shall be responsible for all costs and expenses associated with the prosecution of any dispute and shall abide by any final decision made by such Customer and shall not hold TRX liable for any portion of the disputed amount not favorably resolved by the Customer.

B. In the event of any dispute between the Seller and TRX due to any conduct or actions of a Government Customer, Seller shall be bound to the dispute terms of Section 32.3 hereof.

C. Any dispute between the Seller and TRX arising out of an Order or breach thereof, but not involving TRX's Customer, shall be submitted to arbitration in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association in Greenbelt, Maryland. Any arbitration proceeding instituted under this section may be consolidated at the option of TRX with any other arbitration proceeding then or thereafter pending between TRX and any other person if the respective arbitrations arise out of common questions of fact or law. The decision of the arbitrator(s) shall be final and binding upon the parties and a judgement upon any award rendered may be entered in any court of competent jurisdiction.

26. GOVERNING LAW. An Order, and these Terms, shall be governed by and interpreted in all respects by the laws of the State of Maryland without regard to its conflict of law provisions.

27. INTERPRETATION AND SEVERABILITY. Each provision of an applicable Order and/or these Terms are severable from the others. Should any provision of an Order and/or these Terms be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of the Order or these Terms. Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it valid and enforceable.

28. ENTIRE AGREEMENT. The terms and conditions set forth herein, including any applicable Order, special terms, and any other attachments thereto constitute the entire understanding of the parties relating to the provision of services by Seller to TRX and shall be incorporated in all work orders and authorizations unless otherwise so stated therein. Any Seller initiated modifications or revision of any provisions hereof or any additional provisions contained in any Order, acknowledgment or other form of the Seller is hereby expressly objected to by TRX and shall not operate to modify these Terms, and TRX's agreement hereto is expressly conditioned on and limited to the provisions hereof. Nothing in an Order or these Terms shall create any relationship between, or confer any benefit upon, any person other than TRX and the Seller executing an Order. An Order and these Terms may be amended only by a written instrument signed by both parties.

29. ATTORNEY FEES. Further, in any litigation or arbitration, the Prevailing Party shall be entitled to receive, as part of any award or judgement, eighty percent (80%) of its reasonable attorneys' fees and costs incurred in handling the dispute. For these purposes, the "Prevailing Party" shall be the party who obtains a litigation or arbitration result more favorable to it than its last formal written to settle such litigation or arbitration.

30. REGULATORY AND LEGAL CHANGES. In the event there is a change in a law or regulation or in the event there are requirements imposed by the Client Contract such that the Order and/or these Terms (or any related agreement) must be modified to be compliant with such changed law or regulation, the parties agree to amend the applicable agreement, as soon as reasonably practicable, to provide additional language as necessary to comply with such law or regulation.

31. DEFINITIONS. As used throughout these provisions, the following terms shall have the meanings set forth below:

A. "Government" means the United States of America and its agencies, instrumentalities, agents, or contractors thereof.

B. "Client" or "Customer" means the any third party that TRX is servicing, in whole or in part, with the work and/or services being provided under any Order.

C. "Client Contract" means the contract between TRX and its Client or Customer.

D. "FAR" means the Federal Acquisition Regulation found at title 48 of the U.S. Code of Federal Regulations. FAR regulations and clauses can be found at <https://www.ecfr.gov/current/title-48>.

32. GOVERNMENT CUSTOMERS.

32.1. ADDITIONAL PROVISIONS APPLICABLE UNDER U.S. GOVERNMENT CONTRACTS OR SUBCONTRACTS. If any Order covers work under a contract between TRX and any agency, agent or contractor of the United States Government, the following provisions, including those from the FAR, throughout this Section are made a part hereof, and shall apply to such Order:

A. 52.203–13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509), if the Order exceeds \$6 million and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

B. 52.203–15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111–5), if the subcontract is funded under the Recovery Act.

C. 52.203–17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

D. 52.203–19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017).

E. 52.204–21, Basic Safeguarding of Covered Contractor Information Systems (NOV 2021), other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204–21.

F. 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115–91).

G. 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115–232).

H. 52.204–27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117–328).

I. 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115–390, title II), Alternate I (DEC 2023) of 52.204–30.

J. 52.219–8, Utilization of Small Business Concerns (FEB 2024) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If

the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

K. 52.222-21, Prohibition of Segregated Facilities (APR 2015).

L. 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

M. 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212(a)).

N. 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

O. 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

P. 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

Q. 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627), Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

R. 52.222-55, Minimum Wages for Contractor Workers under Executive Order 14026 (JAN 2022), if flowdown is required in accordance with paragraph (k) of FAR clause 52.222-55.

S. 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706), if flow down is required in accordance with paragraph (m) of FAR clause 52.222-62.

T. 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a) if flow down is required in accordance with 52.224-3(f), Alternate I (JAN 2017) of 52.224-3, if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable).

U. 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

V. 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

W. 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

X. Seller shall include the terms of this Section, A through W, including this paragraph X, in subcontracts subject to these Terms.

Y. The Comptroller General of the United States, or an authorized representative of the Government, shall have access to and the right to examine any of the Seller's directly pertinent records involving transactions related to any applicable Order and to interview any current employee regarding such transactions.

32.2 PUBLIC DISCLOSURES. Seller shall make no public announcements or disclosures relative to information contained in or developed under an Order except as authorized in writing by TRX.

32.3 DISPUTES WITH U.S. GOVERNMENT. If a decision or a question is issued by the Client under the Client Contract and the decision relates to an Order, said decision, if binding upon TRX under the Client Contract, shall also be binding upon the Seller with respect to such Order. However, if Seller is affected by such decision, and if TRX elects not to appeal such decision under the "Disputes" clause of the Client Contract, TRX shall notify Seller. After receipt of such notice by Seller, if Seller submits a timely written request to TRX to appeal such decision, TRX will appeal at Seller's cost and expense.

For any appeals or claims to be submitted in excess of \$100,000, Seller shall certify to TRX, as to its portion of the claim that: (i) the claim is made in good faith; (ii) the supporting data is accurate to the best of Seller's knowledge and belief; and (iii) the amount requested accurately reflects the Order adjustment for which Seller believes the Client is liable.

If any such appeal is denied or otherwise decided adversely to Seller's interest, or if Seller is otherwise affected by any decision made by the Client on any question of fact and/or law arising under the Client Contract which is also related to an Order, from which an appeal under the "Disputes" clause in the Client Contract is not available, said decision, if binding upon TRX under the Client Contract, shall in turn be binding upon Seller with respect to such questions as it relates to such Order; provided, however, if Seller is adversely affected by any such decision, and if TRX elects not to bring suit against the Client with respect to such decision, TRX shall notify Seller.

If Seller submits a timely written request to TRX to bring suit against the Client, TRX shall initiate such suit. If TRX brings suit against the Client with respect to any

such decision, whether at its election or at Seller's request, a final judgment in any such suit, if binding upon TRX under the Client Contract, shall in turn be binding upon Seller with respect to the question decided as it relates to such Order.

Any notices required or permitted to be sent to Seller may be delivered personally, or by electronic mail, overnight courier service or certified mail return receipt requested to addressee and address included in the Order.

If any such appeal is taken or brought by TRX, whether at its election or at Seller's request, Seller shall assist TRX in its prosecution thereof to the extent Seller's interest may be affected. To the extent requested by TRX, Seller shall prosecute for TRX any appeal or suit taken or brought at Seller's request and, in such event, TRX shall assist Seller in every reasonable manner.

All costs and expenses incurred by Seller and TRX in prosecuting any appeal or suit taken or brought at Seller's request shall be paid by Seller.

If as a result of any decision or judgment which is binding upon Seller and TRX, TRX is unable to obtain reimbursement from the Client under the Client Contract, or is required to refund or credit to the Client any amount with respect to any item of cost or fee for which TRX paid Seller, Seller shall, on demand, promptly repay such amount to TRX, together with applicable interest and penalties (if any).

The rights and obligations herein shall survive completion and final payment of such Order.

Pending the resolution of any dispute, Seller shall proceed as directed by TRX in writing.

33. RIGHTS CUMULATIVE; WAIVER OF TERMS AND CONDITIONS; SURVIVAL. All of TRX's rights and remedies are cumulative with and non-exclusive of any and all rights and remedies available hereunder, at law, or otherwise. The failure of TRX in any one or more instances to enforce one or more of the terms or conditions of an Order or to exercise any right or privilege in such Order or the waiver by TRX of any breach of the terms or conditions of such Order shall not be construed as thereafter waiving any such or other terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce has occurred. The terms and conditions of such Order shall survive the termination of such Order.

34. NOTICES. Any notices required or permitted to be sent may be delivered personally, or by electronic mail, overnight courier service or certified mail return receipt requested to TRX at the addresses set forth below..

TRX Systems, Inc.
6411 Ivy Lane #510
Greenbelt, MD 20770
Email Address: info@trxsystems.com