

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 32	
2. CONTRACT (Proc. Inst. Ident.) NO. W900KK2390006		3. EFFECTIVE DATE 02 Jun 2023		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 0011961114			
5. ISSUED BY ARMY CONTRACTING COMMAND - ORLANDO ATTN: ALPHA DIVISION 12211 SCIENCE DRIVE ORLANDO FL 32826-3224		CODE W900KK		6. ADMINISTERED BY (If other than Item 5) See Item 5.		CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) INNOVATION METALS CORP TYLER DILNEY 210 WATERFRONT DR, STE 106 BEDFORD B4A OH3				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT NET 30			
				10. SUBMIT INVOICES 1 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Section G	
CODE LONK8		FACILITY CODE		11. SHIP TO/MARK FOR CODE W900BWX AVIATION & MISSILE RSCH DVLPMNT CNTR BLDG 5400, S221 REDSTONE ARSENAL AL 35898			
				12. PAYMENT WILL BE MADE BY CODE HQ0337 DFAS - COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS P.O. BOX 182317 COLUMBUS OH 43218-2317			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT						\$4,000,000.00	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1 - 2	X	I	CONTRACT CLAUSES	24 - 31
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	3 - 12	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/ SPECS./ WORK STATEMENT		X	J	LIST OF ATTACHMENTS	32
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	13		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	14 - 16		L	INSTRS. CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	17 - 18		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	19 - 23				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print) Michael L. Schrider Vice President & Chief Operating Officer				20A. NAME OF CONTRACTING OFFICER _____ TEL: _____ EMAIL: _____@army.mil			
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)		19C. DATE SIGNED May 31, 2023		20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		20C. DATE SIGNED 01-JUNE-2023	

Section A - Solicitation/Contract Form

AGREEMENT CERTIFICATION
AGREEMENT CERTIFICATION

By signing this Other Transaction Agreement (OTA), the signatory for, Innovation Metals Corp. (IMC), executing this document on that company's behalf: (1) confirms that they have the legal authority to commit the party they are representing; and (2) IMC will satisfactorily perform the actions and tasks identified within this Agreement to the standards agreed upon. The Government and IMC are individually referred in this Agreement as "Party," and collectively referred to in this Agreement as the "Parties."

Upon signing this agreement, and within 5 calendar days of any change in status under A. through C. below (including the addition or removal of a subcontractor/partner participating to a significant extent), IMC shall certify to the best of their knowledge and belief the following:

- A. The prime vendor, IMC, or any of its subcontractors/partners are not presently debarred, suspended, proposed for debarment, or otherwise declared ineligible for award of funding by any Federal agency.
- B. The prime vendor, IMC, or any of its subcontractors/partners have not been convicted nor had a civil judgment rendered against it within the last three (3) years for fraud in obtaining, attempting to obtain, or performing a Government contract.
- C. The prime vendor, IMC, is eligible for an Other Transaction Agreement in accordance with 10 U.S. Code §4022, based on the following statutory criteria (select one of the following):
- ☐ (a) There is at least one nontraditional defense Vendor participating to a significant extent in the prototype project;
- ☐ (b) All significant participants in the transaction other than the Federal Government are small businesses or nontraditional defense Vendors; or
- ☐ (c) At least one third of the total cost of the prototype project is to be paid out of funds provided by parties to the transaction other than the Federal Government.

If the vendor, IMC, cannot certify the information within A, B, and/or C, the Agreements Officer must be notified immediately. Failure of Vendor, IMC, to certify one (A, B, or C) will deem the agreement null and void.

[US Government invoice submission, billing, deliveries, acceptance and payment procedures information have been redacted.]

Section I - Contract Clauses

TERMS AND CONDITIONS

Please note the recent change, 10 USC 2371(b) has been revised to 10 USC 4022, effective May 05, 2022.

Rare Earth Elements (REE) Separation Prototype Project

A. GENERAL PROVISIONS

The Government and the vendor shall communicate with one another in good faith and in a timely and cooperative manner when raising issues.

1. Order of Precedence

In the event of any inconsistency between the terms of this Agreement, the language set forth in the attachments, and the vendor's solution, the inconsistency shall be resolved by giving precedence in the following order: (1) the Agreement to include the latest version of the Statement of Work (SOW), (2) REE Separation Milestone and Payment Table; (3) the vendor's REE Separation Project Solution dated 17 January 2023 and (4) all remaining attachments listed in Section J of this agreement, unless otherwise stated.

2. Term of Agreement

This Agreement is effective upon the signature date of the Agreements Officer, with bilateral signature from the vendor, and ends on the date identified in Section F, Deliveries or Performance, of agreement.

B. NONEXCLUSIVITY

This Agreement is not exclusive; accordingly, the United States Army may enter into similar Agreements for the same or similar purpose with other entities.

C. PROCUREMENT ETHICS

Transactions relating to the expenditure of public funds require the highest degree of public trust and an impeccable standard of conduct. Firms executing prototype projects under this agreement are expected to promote an organizational culture that encourages ethical conduct and a commitment to procurement integrity through responsible performance and funds expenditure. 10 U.S. Code § 4022(h) and the terms of 41 U.S. Code Chapter 21, "Restrictions on Obtaining and Disclosing Certain Information," apply to, and are incorporated in, this Agreement.

D. CHANGES

The Agreements Officer may, by mutual agreement of the Parties (in writing by authorized parties), make minor changes which are plainly within the general scope of this Agreement in any one or more of the following:

1. Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactures for the Government in accordance with the drawings, designs, or specifications;
2. Method of shipment or packing; or
3. Place of delivery.

If a Change causes an increase or decrease in the cost of, or time required for, performance of the job order, whether or not changed by the order, the Agreements Officer shall make an equitable adjustment in the price or date of completion, or both, and shall modify this Agreement and the job order in writing.

The vendor must assert its right to an adjustment under this clause by submitting to the Agreements Officer, within forty-five (45) calendar days from the date of receipt of the written order a request for an equitable adjustment in accordance with Article E of this Agreement. The Agreements Officer may grant an extension of this period if the

vendor requests it within the forty-five (45) calendar day period. However, if the Agreements Officer decides that the facts justify it, the Agreements Officer may receive and act upon a proposal that was submitted before final payment under this Agreement. If the circumstances justify it, the Agreements Officer may accept and grant a request for equitable adjustment at any later time.

If the vendor's proposal includes the cost of property made obsolete or excess by the Force Majeure/Excusable Delay event impact, the Agreements Officer shall have the right to prescribe the manner of the disposition of the property.

Failure to agree to any adjustment shall be a dispute under Article L. However, nothing in this article shall excuse the vendor from proceeding with the agreement as changed.

E. ROLES/RESPONSIBILITIES OF PARTIES

The roles and responsibilities under this Agreement, for both the vendor and the Government, are summarized below as reference for the duration of this Agreement.

1. The vendor shall serve as the Rare Earth Elements (REE) Separation- vendor under this Agreement. The vendor is responsible for executing this Agreement in accordance with Section J, Attachment 1 SOW for Rare Earth Elements (REE) Separation and in compliance with the Agreement.
2. The Government is responsible for participation in Industry Integrated Project Team (IPT), reviewing and validating/accepting all deliverables for all Rare Earth Elements (REE) Separation activities.

F. DATA RIGHTS

The Data Rights assertions and information in support of this Agreement are defined in Section J Attachment 2 Data Rights Information & Assertions and End User License Agreements along with the applicable End User License Agreements.

G. FACILITY ACCESS, OPERATIONAL SECURITY, AND SAFETY

The vendor shall take all reasonable steps and precautions to prevent accidents and preserve the health and safety of the vendor's and Government personnel performing or in any way coming in contact with the performance of this agreement; and take such additional immediate precautions as the Agreements Officer may reasonably require for health and safety purposes.

Vendor personnel will not be allowed access into Government facilities during Federal Government Holidays, weekends, non-duty hours (normally 1730-0630) or other times when Government employees are not in attendance (e.g. inclement weather resulting in the closing of the Government facilities and other emergencies) unless such access is directed or approved by the Agreements Officer or a duly appointed Agreements Officer's Representative.

The following holidays are recognized by the Federal Government:

New Year's Day, January 1
 Martin Luther King, Jr.'s Birthday, third Monday in January
 Washington's Birthday, third Monday in February
 Juneteenth, June 19 or weekday prior or after if the holiday falls on the weekend
 Memorial Day, last Monday in May
 Independence Day, July 4
 Labor Day, first Monday in September
 Columbus Day, second Monday in October
 Veteran's Day, November 11
 Thanksgiving Day, fourth Thursday in November
 Christmas Day, December 25

Any other day designated as a holiday by Federal Statute or Executive Order.

H. LIABILITY AND RISK OF LOSS

The vendor hereby waives any claims against the Government, its employees, its related entities, (including, but not limited to, vendors and subcontractors at any tier, grantees, investigators, customers, users, and their vendors and subcontractors, at any tier) for any injury to, or death of, vendor employees or the employees of the vendor's related entities, or for damage to, or loss of, vendor's property or the property of its related entities arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct. Vendor further agrees to extend this unilateral waiver to its related entities by requiring them, by agreement or otherwise, to waive all claims against the Government, and employees of the Government, the Government's related entities, and employees of the Government related entities, for injury, death, damage, or loss arising from or related to activities conducted under this Agreement.

I. EXPORT LICENSES

The vendor will be responsible for:

1. Compliance with all U.S. export control laws and regulations, including the International Traffic in Arms Regulation (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799. In the absence of available license exemptions/exceptions, the vendor will be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.
2. Obtaining export licenses, if required, before utilizing foreign persons in the performance of this Agreement, including instances where efforts are to be performed on-site at a Government location, where the foreign person will have access to export-controlled technical data or software.
3. All regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.
4. Ensuring that the provisions of this Article apply to its subcontractors/team partners. In the event that the vendor intends to utilize a foreign person (identified in the ITAR and the EAR) in the performance of this Agreement, the vendor shall be responsible for obtaining the required export licenses in advance of the foreign person's participation.

J. WARRANTY

With the understanding that the Government does not authorize and consent to patent or copyright infringement nor waive its sovereign immunity to suit for trade secret misappropriation under the defend trade secrets act, the vendor represents that it owns or has sufficient rights in the technical data/computer software (TD/CS) to deliver the TD/CS with the agreed-upon data right and/or intellectual property rights attached. The vendor also represents that the vendor TD/CS does not knowingly infringe any third party's patents, copyrights, or trademarks, or misappropriates any third party's trade secrets.

The vendor further warrants that after acceptance, and through the period of performance of the agreement, the vendor developed TD/CS will conform with the specification and perform substantially as described in its documentation. Any notified non-conformances during this time will be resolved.

Other than the above representations and warranties, and except as otherwise provided in this agreement, the computer software and documentation is provided "as-is" without any representation or warranty whatsoever. Subsequent to Government acceptance, the parties agree and understand that the software and documentation is provided with all faults, and the entire risk as to satisfactory quality, performance, accuracy, effort and result is with the Government. Subsequent to Government acceptance, the parties agree and understand that the vendor does not represent or warrant that the software will meet use requirements or operate uninterrupted or error-free. The vendor

disclaims any and all other representations and warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Other than as provided in its respective End User License Agreement (EULA), the vendor disclaims any and all warranties against interference with Government's enjoyment of the software and documentation, and against infringement of third party rights, including without limitation intellectual property rights. The vendor disclaims any and all representations relating to third party open source software which may be embedded in the software.

K. AVAILABILITY OF FUNDS

All activities under or pursuant to this Agreement are subject to the availability of appropriated funds, and no provision shall be interpreted to require obligation or provision of funds in violation of the Anti-Deficiency Act, 31 U.S.C.1341. The vendor shall not perform tasks when the costs of those tasks would exceed the amount of funding on the Agreement. If the Government does not have the funding to complete the CLIN, the Government will enter into an arrangement or negotiation to revise the requirements or negotiate incurred allowable costs.

L. DISPUTE RESOLUTION PROCEDURES

Any disagreement, claim, or dispute between the Parties (ACC-ORL and vendor) concerning questions of fact or law arising from or in connection with this Agreement, and, whether or not involving an alleged breach of this Agreement, may be raised only under this Article.

Whenever disputes, disagreements, or misunderstandings arise, the Parties shall attempt to resolve the issue(s) involved by discussion and mutual agreement as soon as practicable. In no event shall a dispute, disagreement, or misunderstanding which was actually discovered more than three months prior to the notification made under this Article constitute the basis for relief under this Article unless ACC-ORL, in the interest of justice, waives this requirement.

Failing resolution by mutual agreement, the aggrieved Party shall document the dispute, disagreement or misunderstanding by notifying the other Party in writing documenting the relevant facts, identifying unresolved issues, specifying the clarification or remedy sought and documenting the rationale as to why the clarification/remedy is appropriate. Within ten (10) working days after providing notice to the other Party, the aggrieved Party may, in writing, request a decision by ACC-ORL. The decision shall be rendered from a position at least one level above the Agreements Officer (AO).

The vendor shall submit a written position on the matter(s) in dispute within 30 calendar days after being notified that a decision has been requested. The ACC-ORL representative will conduct a review of the matter(s) in dispute and render a decision in writing within sixty (60) calendar days of receipt of such position. In the event of a decision, or in the absence of a decision, within sixty (60) calendar days of such referral for further review (or such other period as agreed to by the Parties), either Party may pursue any right or remedy provided by law in a court of competent jurisdiction as authorized by 28 USC 1491, including but not limited to the right to seek extraordinary relief under Public Law 85-804. Alternatively, the parties may agree to explore and establish an Alternate Disputes Resolution procedure to resolve this dispute.

M. LIMITATION OF LIABILITY AND DAMAGES

No Party shall be liable to any other Party for consequential, punitive, special, exemplary and/or incidental damages or other indirect damages.

In the event of any termination by the Government, neither the Government nor the vendor shall be liable for any loss of profits, revenue, or any indirect or consequential damages incurred by the other Party, its vendor's, sub-vendors, or customers as a result of any termination of this Agreement. A Party's liability for any damages under this Agreement is limited solely to direct damages, incurred by the other Party, as a result of any termination of this Agreement subject to mitigation of such damages by the complaining Party. However, in no instance shall the Government's liability for termination exceed the total amount due under this Agreement.

N. TERMINATION PROVISIONS

1. Termination by Mutual Consent

This Agreement in whole or in part, may be terminated at any time upon mutual written consent of both Parties. In the event the Parties to this Agreement agree to terminate via mutual consent, the Parties shall negotiate in good faith what, if anything, is owed and due, including any applicable offset(s), prior to the Agreement being terminated.

2. Termination for Failure to Perform

The Government may terminate this Agreement, or any part hereof, or any specific project hereunder, for "cause." Cause shall be defined as:

- a. In the event of any material failure to perform by the vendor or sub-vendor under the Agreement;
or
- b. In the event the vendor or sub-vendor fail to comply with the terms and conditions of the Agreement; or
- c. In the event the vendor fails to provide the Government, upon written request, with adequate assurances of future performance.

No earlier than fifteen (15) calendar days before making this decision, the Government will issue to the vendor, a written notification that the vendor has failed to perform under this Agreement. The Government will consult with the vendor to ascertain the cause of the failure and determine whether additional efforts are in the best interest of the Government.

In the event of termination for failure to perform, the vendor will stop work immediately and terminate all sub-vendors. Additionally, the Government shall not be liable to the vendor for any work not performed. Further, the vendor shall be liable to the Government for any and all rights and remedies provided by law and herein due to failure to perform, which is limited to direct damages only and does not include re-procurement costs. If it is later determined that the Government improperly terminated this Agreement for failure to perform, such termination shall be deemed a termination for convenience as outlined immediately below.

3. Termination for Convenience

The Government reserves the right to terminate this Agreement, or any part hereof, in whole or in part, for its sole convenience, upon written notice to the vendor with such written notice providing the vendor a reasonable time to execute the Government's directives under the termination for convenience. In the event of such termination, the vendor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and sub-vendors to cease work, if applicable. Subject to the terms of this Agreement the Government shall pay the vendor reasonable costs and/or fees, that the vendor can demonstrate to the reasonable satisfaction of the Government, that have resulted from the termination, which such charges shall include any costs and/or fees associated with carrying out the termination for convenience. Neither the vendor nor any of its subcontractors shall be paid for any work performed or costs incurred which reasonably could have been avoided upon receipt of the termination for convenience. The Government and the vendor agree to promptly enter into negotiations to determine whether any costs for any subscription licenses, or any costs for any licenses that have already been incurred by the vendor are reasonable, allowable and allocable as a result of the termination. At the Government's direction, this negotiation may occur upon notice of termination or after termination is effective, with such election by the Government not bearing upon or interfering with any other rights, duties and obligations of the Parties under the Agreement.

4. Termination/Continued Performance

The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as specifically agreed upon by all parties. If the supplier or licensor believes the ordering activity to be in breach

of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance.

5. Limitation on Damages

In the event of any full or partial termination of this Agreement by the Government, neither the Government nor the vendor shall be liable for any loss of profits, revenue, or any indirect or consequential damages incurred by the other Party, its vendors, sub-vendors, or customers under this Agreement. A Party's liability for any damages under this Agreement is limited solely to direct damages and costs and/or fees incurred by a Party as a result of any termination of this Agreement, and subject to mitigation of such damages by a Party. In no instance shall the Government's liability for termination exceed the total amount due under this Agreement. Similarly, in no instance shall the vendor's liability for termination exceed the total amount due by the Government the vendor under the Agreement.

O. SURVIVAL

The Data Rights assertions and information and terms of the Terms and Conditions and End Users License Agreement (EULA) reflected in Section J Attachment 05, the Dispute Resolution Procedures within Article L, of this document, as well as any Articles and/or provisions that address the Liability of the Parties shall survive any termination of the Agreement or any SOW.

P. STOP-WORK

The Government may, at any time, by written order to the vendor, require the vendor to stop all, or any part, of the work called for under this Agreement for a period of ninety (90) days after the written order is delivered to the vendor, and for any further period to which the Parties may agree.

The order shall be specifically identified as a stop-work order issued under this Article. Upon receipt of the order, the vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop-work is delivered to the vendor, or within any extension of that period to which the Parties have agreed, the Government shall either (1) Cancel the stop-work order; or, (2) Terminate the work covered by the SOW, in whole or in part.

If a stop-work order issued under this Article is canceled, the vendor shall resume work. The Government shall make an equitable adjustment in the delivery schedule or estimated cost and/or price, or both, and the Government's share of the SOW shall be modified, in writing, accordingly, if—

1. The stop-work order results in an increase in the time required for, or in the vendor's cost properly allocable to, the performance of any part of the SOW; and,
2. The vendor asserts its right to the adjustment within thirty (30) days after the end of the period of work stoppage; provided, that, if the Government decides the facts justify the action, the Government may receive and act upon a proposal submitted at any time before final payment.

If a stop-work order is not canceled and the work covered by the SOW is terminated in accordance with this Article, the Government shall work with the vendor to negotiate an equitable reimbursement in accordance with Article N, Termination provisions.

Q. APPLICABLE LAW

U.S. Federal law governs this Agreement for all purposes, including, but not limited to, determining the validity of this Agreement, the meaning of its provisions, and the rights, obligations and remedies of the Parties. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the Parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement, unless applying such remaining portions would negatively affect the purpose of this Agreement. The Parties agree that this Article does not make applicable any

federal law, such as the agreement Disputes Act of 1978, that otherwise is not applicable or provided for under this Agreement.

This Agreement constitutes the entire Agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions among the Parties, whether oral or written, with respect to the subject matter hereof. This Agreement may be revised only by written consent of the Parties in accordance with Article S, of this Agreement.

R. MODIFICATIONS

With the exception of administrative or clerical changes or updates, all modifications or revisions to this Agreement shall be by mutual agreement of the Parties (in writing by authorized parties).

Recommendations for modifications, including justifications to support any changes to the scope of this Agreement, may be documented in a request by the vendor and submitted to the AO. This letter will detail the technical, chronological, and financial impact of the proposed modification to the Agreement. An ACC-Orlando AO will issue all approved modifications to this Agreement.

S. TRANSFER OF RESPONSIBILITY

Neither this Agreement nor any rights or obligations of any Party hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party. This Agreement may not be used as collateral for any loan or forbearance of the Parties.

T. AGREEMENT ADMINISTRATION

Unless otherwise provided in this Agreement, approvals permitted or required to be made by ACC-ORL may be made only by the ACC-ORL AO. Administrative and other matters under this Agreement shall be referred to the following representatives of the Parties:

ACC-Orlando:

[REDACTED]
Agreements Officer
U.S. Army Contracting Command-Orlando
12211 Science Drive
Orlando, FL 32826
[REDACTED]
[REDACTED]

[REDACTED]
Agreements Specialist
U.S. Army Contracting Command-Orlando
12211 Science Drive
Orlando, FL 32826
[REDACTED]
[REDACTED]

[REDACTED]
Agreements Specialist
U.S. Army Contracting Command-Orlando
12211 Science Drive
Orlando, FL 32826
[REDACTED]
[REDACTED]

[Names and contact information of US Army officials
have been redacted.]

Vendor Corporation:

Mike Schrider, P.E
Vice President & Chief Operating Officer
Innovation Metals Corp
210 Waterfront Dr, Ste 106
Bedford, Nova Scotia
Canada
mike@ucore.com

Technical matters under this Agreement shall be referred to the Agreements Officer Representative defined below:

U.S. Army PEO-STRI

[REDACTED]
Agreements Officer Representative
PdL Turn-key Training Services
PL TADSS Support Operations, PEO STRI
Cell: [REDACTED]
[REDACTED]

U. COMPTROLLER GENERAL ACCESS:

The vendor shall provide access to the Comptroller General of the United States, or their designated representative, upon request and as referenced under 10 U.S.C. § 4022(c).

V. ACCEPTANCE & FOLLOW-ON PRODUCTION ACTIVITIES**Rare Earth Elements (REE) Separation**

Pursuant to 10 U.S.C. 4022(f), if competitive procedures were used for the selection of parties for participation in the transaction for a prototype pilot and the participants in the transaction successfully completed the prototype project, production OTs are authorized and offer a streamlined method for transitioning into follow-on production without competition. Potential follow-on production contracts may be either sole source, based on successful completion of the prototype project within the scope of this document, or competed at the discretion of the Government.

It is anticipated that upon successful completion of the prototype, a follow-on production OT agreement(s) or FAR based contract(s) may be issued to vendor(s) without the use of competitive procedures. Successful completion has been defined in section 7 of the negotiated SOW for this prototype project. For the purposes of 10 U.S.C. 4022(f), it is noted that the subject Agreement was awarded as the result of competitive procedures. Successful completion of this Agreement will be formalized via letter issued from the AO. Additionally, signed Certificates of Completion (CoC's) for all liquidated agreement Line Items Numbers will be submitted as completion of all activities and deliverables identified.

Prior to issuing a sole source Follow-On production agreement or contract, the Government will enter into negotiations with the awarded vendor. The negotiations may include evaluation of all potential cost element categories applicable to the effort and may also use price realism analysis. The Government will utilize the most applicable method in determining cost elements and prices are fair and reasonable.

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENT TABLE

ATTACHMENT NUMBER	DESCRIPTION	PAGES	DATE
Attachment 1	Vendor SOW	8	11 May 2023
Attachment 2	Data Rights Assertion Table	2	17 Jan 2023
Attachment 3	Milestone and Payment Table	N/A	N/A
Attachment 4	Certificate of Completion	1	N/A
Attachment 5	Terms and Conditions and EULA	3	N/A
Attachment 6	AOR Responsibilities and Commitment	2	13 March 2023
Attachment 7	Data Rights and Computer Software License Terms and Definitions	4	N/A
Attachment 8	IMC solution (by reference only)	34	17 Jan 2023

Contract No. W900KK2390006

Attachment 1

Statement of Work (SOW) for

Rare Earth Separation Technology Capabilities Prototype Project

Statement of Work (SOW)
For
Rare Earth Separation Technology
Capabilities Prototype Project

11 May 2023

1. Introduction/Background

The Department of Defense (DoD) has recognized how critical Rare Earth Elements (REEs) like samarium, neodymium, dysprosium, terbium, praseodymium are to numerous defense and commercial applications, including aircraft/Unmanned Aerial Vehicles (UAVs)/vehicles, sensors, precision-guided munitions, electric motors, nuclear reactors and more. Additionally, the United States (US) has limited domestic production of 14 Critical Minerals (CMs), relying on imports to meet demand. More than 50% of the US' annual consumption for 31 of the 35 minerals designated as critical by the Department of Interior are imported, per the Department of Commerce.

The Southeast Asia region is self-sustaining with regard to critical elements. The region commands the majority of the world's mined REE output and approximately 80% of REE processing/separation. Over the last 10 years, the Southeast region nations have built up their chemical processing capacity by securing mines around the globe, setting up long term agreements for raw materials flow into the country. This coupled with a volatile market, makes it increasingly difficult for the US to secure REE sources overseas. Furthermore, the Southeast region has reportedly been exploring how it can impede American defense contractors by limiting REE supplies. Therefore, securing both domestically sourced REE and domestic REE processing infrastructure is critical to building up the US defense and technology sectors and ending the US' dependence on the Southeast region for these items.

On July 22, 2019, Presidential Determination No. 2019-18 established that rare earth processing capabilities are essential to national defense, asserting that "[w]ithout Presidential action under section 303 of the Act, United States industry cannot reasonably be expected to provide the production capability for Rare Earth Metals and Alloys adequately and in a timely manner." The Memorandum for the Secretary of Defense also affirmed that "purchases, purchase commitments, or other action pursuant to section 303 of the [Defense Production] Act are the most cost-effective, expedient, and practical alternative method for meeting the need for this critical capability."

The Office of the Secretary of Defense (OSD) / Office of Industrial Base Policy (OIBP) is the primary Department of Defense (DoD) agent funding and supporting the capability development efforts addressing the REE Initiatives Prototype Projects.

Program Executive Office for Simulation, Training, & Instrumentation (PEO STRI) will conduct prototyping to address REE Separation Technology Capabilities. The goal of the prototype project will be to conduct prototyping efforts that demonstrate and develop solutions that:

- Advance and sustain both traditional and emerging defense manufacturing sectors.
- Preserve critical and unique manufacturing and design skills.
- Support and expand reliable sources.
- Identify and mitigate supply chain vulnerabilities, including cyber, manufacturing, and trade skills vulnerabilities.

The Government defines REE Separation as follows:

- **REE Separation:** Individual REEs do not occur in minable concentrations in the Earth's crust but are naturally mineralized together and must be chemically divided by liquid-liquid extraction methods to use for technological applications.

Other applicable prototype project terms follow:

- **Rare Earth Elements (REE):** or rare earth metals are a set of seventeen chemical elements in the periodic table, specifically the fifteen lanthanides plus scandium and yttrium; these elements play a critical role to our national security, energy independence, environmental future, and economic growth.
- **Critical Minerals (CM):** a non-fuel mineral or mineral material essential to the economic or national security of the United States (US) and which has a supply chain vulnerable to disruption.
- **Feedstock:** US-friendly sourced mixed rare earth oxide from ionic clay and/or xenotime mineralization.
- **Technology Readiness Level (TRL):** maturity level of technology entering DoD acquisition programs ranging from 1, basic principles observed and reported to 9, actual system proven through successful mission operations.
- **Light REE (LREE):** REEs with atomic numbers 57 to 61 are classified as light (e.g., lanthanum, cerium, praseodymium, and neodymium).
- **Heavy REE (HREE):** Scandium, yttrium and REEs with atomic numbers 62 to 71 are classified as heavy (e.g., samarium, europium, gadolinium, terbium, dysprosium, holmium, erbium, thulium, ytterbium, and lutetium).
- **Conventional Solvent Extraction (CSX):** the most common process for the separation of mixed REEs into separate LREE and HREE; a liquid-to-liquid separation method that depends on both physical and chemical techniques; in a typical application, a desired metal and its contaminants are dissolved into an aqueous solution by exposing a processed mined chemical concentrate to acid.
- **Demonstration** means the operation of the separation technology in a working facility capable of processing tonnes of feedstock annually, in order to evaluate and demonstrate the technical feasibility of using the separation technology to process rare earth concentrate at that scale.
- **Development:** means Contractor efforts under this agreement to develop an item, component, software or process that does not currently exist. Minor modifications to existing items, components, software or processes are not considered "Development" efforts.

2. Scope

Capabilities delivered by this project will enable industry to gain advancement and efficiency in Rare Earth Elements (REE) separation processing methods.

Types of necessary re-imagination in REE separation processes include innovative augmentation in separation factors, reduction of equipment requirements, and/or reductions in chemical consumption. The Government seeks to improve the economics of the process, reduce waste, and reduce complexity by limiting the steps it takes to achieve separation.

Process enhancements will lead to promoting a sustainable and economically viable domestic supply of REE in the US. The scope of this prototype effort will focus on developing advancements in separation process capabilities.

The objectives of the REE Separation Technology Capabilities Prototype Project are to understand:

1. New innovative separation processes that increase the ability to create domestic REE processing plants.

3. Requirements

3.1 General Requirements

- 3.1.1 The Contractor shall consult with the Government for any change to the Integrated Master Schedule (IMS) critical paths, milestones, and deliverables based on project progress.
- 3.1.2 The Government will review the changes and accept or deny within the scope of this effort.
- 3.1.3 The Contractor shall provide any necessary onsite engineering and technical support in the Government's assessment efforts to demonstrate, evaluate, and test the prototypes.
- 3.1.4 The Contractor shall oversee teammates and other sub-contractors in the demonstration of the REE Separation Technology Capabilities prototypes.
- 3.1.5 The Contractor shall designate one Program Manager (PM) as the primary contractor point of contact for this project.
- 3.1.6 The Government will provide a DoD Technical Point of Contact (TPOC) for the entirety of this effort for REE Separation Technology Capabilities Prototype effort.
- 3.1.7 The Government will provide a Project Lead Point of Contact (PLPOC) for the entirety of this effort.
- 3.1.8 The Government will provide an Agreement officer Representative (AOR) for the entirety of this effort.

3.1 Technical Requirements

The Contractor shall demonstrate and document the following requirements by the end of the prototype demonstration period:

1. The Contractor shall demonstrate the commercial efficacy of rare earth separation processing at a rate more efficient than or equal to Conventional Solvent Extraction (CSX) REE separation methods utilizing a shake flask test.
2. The contractor shall provide demonstrated CSX REE separation mixer settler test baseline processing rate(s) to the Government during the project Period of Performance (PoP) that will be used to measure the contractor's prototype separation processing efficiency rate against that at the end of the PoP.
3. The contractor shall provide details on the aqueous, organic, and mixed rare earth solution used for the CSX separation shake flask and/or mixer settler tests that includes a list of the extracted REE metals.
4. The Contractor shall demonstrate the separation technology applicability to both light and heavy REE.
5. The Contractor shall provide a continuous process working facility capable of demonstrating the processing of tonnes of feedstock.
6. The Contractor shall provide the techno-economic analysis of RapidSX™ vs. CSX.
7. The Contractor shall increase separation processing technology from TRL 6/7 to TRL 7/8.
8. The Contractor shall document all of the above technical requirements by the end of the prototype demonstration period.

4. Deliverables

The Contractor shall deliver the following deliverables mentioned below in accordance with the delivery instructions in Section 5.

Deliverables	Reference	Data Rights
Project Kick-off /Monthly Status Report	4.1	GPR
Project Execution Plan	4.2	GPR
Quarterly Project Management Reviews	4.3	GPR
Main Deliverables	4.4	GPR
Final Project Report	4.5	GPR

Table 1: Project Deliverables

4.1 Project Kick-off/Monthly Status Report

The Contractor shall hold Project Kick-off no later than thirty (30) days After Receipt of Award (ARA) in both forms virtual and in person meeting. The Kick-off meeting shall include project performance, schedule, progress, funding status, key metrics, risk, and opportunity analysis, including planned response actions, associated with cost, schedule, and performance. The Project Kick-off report shall be delivered within thirty (30) days ARA.

The Contactor shall provide monthly status reports of the program to the Government. The reports shall include project performance, schedule, progress, funding status, key metrics, risk, and opportunity analysis, including planned response actions, associated with cost, schedule, and performance. First monthly report will be sixty (60) days ARA. Subsequence monthly status reports shall be submitted on the first Friday of every month. Contractor format acceptable.

4.2 Project Execution Plan

The Contractor shall hold the Project Execution Plan meeting within sixty (60) days ARA. The Project Execution Plan shall include the following:

- a. Project scope,
- b. Project management,
- c. Plan of Action and Milestones (POAM) to show critical path efforts, milestones, risks, opportunities, proposed actions, and deliverables for the entire effort, and
- d. Key metrics approach

4.3 Quarterly Project Management Reviews

The Contractor shall conduct quarterly Project Management Reviews (PMR) either virtual or in person meetings. The PMR read-ahead materials will be submitted to the government seven (7) business days before the meetings. The PMR shall cover the state of the project execution plan, progress on deliverables, the quality of monthly status reports, funding, schedule, key performance metrics and milestones, and other pertinent information. Written PMR report shall be delivered to the Government quarterly five (5) business days after the PMR to the end of the life of this contract.

4.4 Main Deliverables

The Contractor shall provide the main deliverables to the Government within twenty-four (24) months ARA as listed below:

- a. A techno-economic analysis of their commercialization feasibility processes vs. current CSX capability, including scale-up information for broad distribution.
- b. Substantiation of the ability to separate both heavy and light REE from the feedstock.
- c. How the processing plant TRLs advanced from the start of the prototype demonstration period to the end.
- d. Documentation of all process parameters and equipment used. This documentation does not include submission or disclosure of limited or restricted rights technical data or software identified in the Data Rights attachment to this agreement.

4.5 Final Project Reports

This Contractor shall provide final project reports to be delivered to the Government within twenty-four (24) months ARA that documents all efforts and data conducted, collected, completed, and delivered as part of the REE Separation Technology Capabilities Prototype effort.

4.5.1 The final report shall address the following:

- a. Project objective and scope (including any modifications agreed to during execution),
- b. Changes to technical approach, if any, the rationale for these changes, and their impacts on achievement of project objectives and targets,

- c. Analysis of project results in terms of specified requirements and metrics,
- d. Milestones and overall OTA price,
- e. Sustainment approach,
- f. Key Performance Metrics,
- g. Details of specific benefits that accrue to the government and other stakeholders,
- h. Lessons learned,
- i. Recommended follow-on efforts,
- j. Any other pertinent information relevant to the project.
- k. Document projected separation capabilities in tonnes for NdPr and other Rare Earth Elements for planned production facility replicating and expanding upon existing separation capabilities demonstrated in this project.

4.5.2 Final Techno-Economic Analysis

4.5.3 Final Demonstration Documentation

5. Data Rights

The Government will use data rights and computer software related terms defined in Agreement Attachment 7, Data Rights and Computer Software License Terms and Definitions.

Except as set forth in the Data Rights attachment to this agreement, the Government shall have Government Purpose Rights (GPR) in all technical data (including computer software documentation), intellectual property, computer software and non-commercial off the shelf (non-COTS) software developed under this agreement.

Any commercial or COTS software necessary as part of a deliverable under this agreement shall be provided with a transferable license that allows distribution of the software and transfer of the license to any Government agency or DoD contractor for the REE Separation prototype project related purpose.

All software licensing delivered under this agreement shall include a minimum term of five years of use.

All software delivered under this agreement shall be provided with any available major upgrades, minor updates, security patches and technical support for the entire period of performance of this agreement.

For software or hardware developed under this agreement the contractor shall ensure that sufficient rights in technical data to include (software and hardware) are procured to enable the Government to maintain and modify the system using Government personnel and/or third-party contractors. Government approval is required for exceptions to GPR.

For any items developed under this agreement, the Government preference is for non-proprietary solutions when practicable. This includes, but is not limited to, computer software, software documentation, technical data, source code, drawings and other product definition data, manuals, warranties, and integration efforts.

Printed deliverable (e.g., printed hardcopies, .doc, web-based html, etc.) shall be labeled accordingly and contain all appropriate markings associated with the distribution classification. All technical data and information delivered under this effort shall be marked with the appropriate marking in accordance with DoDI 5320.24, Distribution Statements on Technical Documents. This generally should be marked with "DISTRIBUTION STATEMENT D. Distribution authorized to the Department of Defense and U.S. DoD contractors only. Other requests shall be referred to PEO STRI."

If the Government has a need for rights not conveyed under the license customarily provided to the public, the Government must negotiate with the third-party software contractor(s) to determine if there are acceptable terms for transferring such rights. The specific rights granted to the Government shall be enumerated in the license agreement or an addendum thereto.

6. Deliverable Instructions

All deliverables shall be sent to the Point of Contacts (POC's) noted below as agreed upon in section 4.

Name	Title	Phone	Email
Mike Schrider/ [REDACTED]	Vendor Program Manager/Agreement Manager	603-242-2567 [REDACTED]	mike@ucore.com [REDACTED]
[REDACTED]	Project Lead Point of Contact (PLPOC) DoD	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED]	Agreement officer Representative (AOR)	[REDACTED]	[REDACTED]
[REDACTED]	DoD Technical Point of Contact (TPOC)	[REDACTED]	[REDACTED]

7. Security

The security classification of this effort is UNCLASSIFIED; however, all deliveries shall be treated as Controlled Unclassified Information (CUI), as defined by EO 13556. The contractor shall protect Controlled Unclassified Information (CUI), activities, equipment, and material used and developed by the contractor on this project. The contractor shall safeguard unclassified DoD information from loss, misuse, and unauthorized access to, and modification of the information.

8. Attachments

Refer to overarching Agreement Section J - List of Documents, Exhibits and Other Attachments.

Contract No. W900KK2390006

Attachment 2

Data Rights Assertion Table

Government Desired Rights in Tech Data & Computer SW

Table 1:

**Rights in Noncommercial Technical Data, Computer Software,
and Computer Software Documentation**

Description of Deliverable	Asserted Rights Category	Basis for Assertion	Company Asserting Rights
RapidSX™ Process	Limited	Developed at Private Expense / Proprietary	IMC
Commercial Demonstration Facility (CDF) and Demo Plant design which also includes, but not limited to, specific equipment, arrangements, piping details, and power requirements	Limited	Developed at Private Expense / Proprietary	IMC
RapidSX™ Contactor	Limited	Developed at Private Expense / Patent Pending	IMC
RapidSX™ Phase Separator	Limited	Developed at Private Expense / Patent Pending	IMC
Commercial Demonstration Facility (CDF) and Demo Plant Operating Software	Restricted	Developed at Private Expense / Proprietary	IMC

NOTE: The final Statement of Work and deliverables will be negotiated, and therefore, the applicability and delivery of the above listed data and software will be determined during those negotiations.

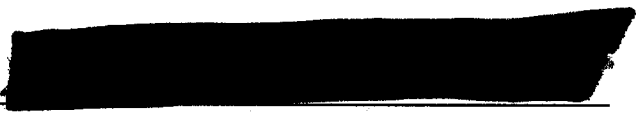
Table 2:
Rights in Commercial Technical Data, Computer Software,
and Computer Software Documentation

Commercial Technical Data or Software	Licensor	Quantity	License Agreement Included? (Y/N)
TBD	TBD	TBD	TBD

NOTE: Commercial software will be utilized, and software licenses for use by the Government in the execution of the OTA will be obtained. The final list of commercial software and licenses will be determined through the negotiation phase.

Date January 17, 2023

Printed Name and Title Michael L. Schrider, VP & COO

Signature 

Contract No. W900KK2390006

Attachment 3

Milestone and Payment Table

Rare Earth Separation (REE)							
CLIN/SLIN	Supply/Service	QTY	Unit	Unit Price	Amount	Delivery Date	SOW Reference
0001	Order Feedstock	1	Job	\$ 248,445	\$ 248,445	7/7/2023	4.1 / 4.4.b
000101							
0002	Complete LC- HREE SX-1	1	Job	\$ 251,167	\$ 251,167	9/7/2023	4.1 / 4.2 / 4.4.b
000201							
0003	Complete LC- HREE SX-3	1	Job	\$ 406,913	\$ 406,913	10/6/2023	4.1 / 4.4.b
000301							
0004	Complete LC- HREE SX-6	1	Job	\$ 638,122	\$ 638,122	11/7/2023	4.3 / 4.4.b
000401							
0005	Complete RapidSX™-0 Process (Y Removal)	1	Job	\$ 329,479	\$ 329,479	12/7/2023	4.1 / 4.4.b
000501							
0006	Complete HC- HREE SX-1	1	Job	\$ 421,346	\$ 421,346	1/8/2024	4.1 / 4.4.b
000601							
0007	Complete HC- HREE SX-4	1	Job	\$ 650,499	\$ 650,499	3/7/2024	4.1 / 4.3 / 4.4.b
000701							
0008	Complete HC- HREE SX-6	1	Job	\$ 406,913	\$ 406,913	4/8/2024	4.1 / 4.4.b
000801							
0009	Complete Final Techno-Economic Analysis & Demonstration Report	1	Job	\$ 311,769	\$ 311,769	6/7/2024	4.1 / 4.3 / 4.5.2 / 4.5.3
000901							
0010	Complete Final Project Report	1	Job	\$ 335,347	\$ 335,347	6/3/2025	4.1 / 4.3 / 4.4.c / 4.5.1
001001							
	Total			TOTAL	\$ 4,000,000		

Contract No. W900KK2390006

Attachment 4

Form of Certificate of Completion

IMC
MILESTONE PAYMENT CERTIFICATE OF COMPLETION

Submitted By:

Agreement Number: W900KK-23-9-0006

Program Name: Rare Earth Element (REE) Separation Prototype Project

Milestone Payment and Description:

It is hereby certified that IMC, for the purposes of milestone payment authorization, is in compliance with the agreement terms and conditions of the referenced agreement number.

The undersigned hereby acknowledge that IMC has successfully accomplished the events and/or performance criterion for which payment is requested. This Certificate of Completion authorized payment of the subject milestone.

Agreements Officer Representative

Contract No. W900KK2390006

Attachment 5

Terms and Conditions
and
End User License Agreement (EULA)

TERMS AND CONDITIONS

1. The Government shall have the right to require delivery of any technical data or computer software item identified in this agreement as "deferred delivery" data or computer software, at any time during the performance of this agreement or within two (2) years after acceptance of all items (other than data or computer software), whichever is later, unless the agreement has been terminated. The obligation to furnish such technical data required to be prepared by a subcontractor and pertaining to an item obtained from him shall expire two (2) years after the date Vendor accepts the last delivery of that item from that subcontractor for use in performing this agreement.
2. In addition to technical data or computer software specified elsewhere in this agreement to be delivered hereunder, the Government may, at any time during the performance of this agreement or within a period of three (3) years after acceptance of all items (other than technical data or computer software) to be delivered under this agreement or the termination of this agreement, order any technical data or computer software generated in the performance of this agreement or any sub-contractor hereunder. When the technical data or computer software is ordered, the Vendor shall be compensated for converting the data or computer software into the prescribed form, for reproduction and delivery. The obligation to deliver the technical data of a subcontractor and pertaining to an item obtained from him shall expire three (3) years after the date the Vendor accepts the last delivery of that item from that subcontractor under this agreement.
3. In the performance of this agreement, the Vendor shall, to the extent practicable, make maximum use of structures, machines, products, materials, construction methods, and equipment that are readily available through Government or competitive commercial channels, or through standard or proven production techniques, methods, and processes. Unless approved by the Agreement Officer, the Vendor shall not produce a design or specification that requires in this construction work the use of structures, products, materials, construction equipment, or processes that are known by the Vendor to be available only from a sole source. The Vendor shall promptly report any such design or specification to the Agreement Officer and give the reason why it is considered necessary to so restrict the design or specification.
4. If technical data specified to be delivered under this agreement, is not delivered within the time specified by this agreement or is deficient upon delivery (including having restrictive markings not identified in the technical proposal for this agreement), the Agreement Officer may until such data is accepted by the Government, withhold payment to the Vendor of ten percent (10%) of the total agreement price. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Vendor failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Vendor.
5. The Vendor or subcontractor at any tier is responsible for maintaining records sufficient to justify the validity of its markings that impose restrictions on the Government and others to use, duplicate, or disclose technical data delivered or required to be

delivered under the agreement. The Vendor or subcontractor shall be prepared to furnish to the Agreement Officer a written justification for such restrictive markings in response to a challenge. The Government may review the validity of any restriction on technical data, delivered or to be delivered under an agreement, asserted by the Vendor or subcontractor. During the period within three (3) years of final payment on an agreement or within three (3) years of delivery of the technical data to the Government, whichever is later, the Agreement Officer may review and make a written determination to challenge the restriction. The Government may, however, challenge a restriction on the release, disclosure or use of technical data at any time if such technical data:

- (1) Is publicly available;
- (2) Has been furnished to the United States without restriction; or
- (3) Has been otherwise made available without restriction. Only the Agreement Officer's final decision resolving a formal challenge by sustaining the validity of a restrictive marking constitutes "validation" as addressed in 10 U.S.C. 2321.

6. Warranty of Data: Notwithstanding inspection and acceptance by the Government of technical data furnished under this agreement, and notwithstanding any provision of this agreement concerning the conclusiveness of acceptance, the Vendor warrants that all technical data delivered under this contract will at the time of delivery conform to the specifications and all other requirements of this agreement. The warranty period shall extend for three years after completion of the delivery of the line item of data of which the data forms a part.

The Vendor agrees that any commercial computer software delivered under this agreement may be:

- (1) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;
- (2) (ii) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;
- (3) (iii) Reproduced for safekeeping (archives) or backup purposes;
- (4) (iv) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, commercial computer software shall be subject to same restrictions set forth in this agreement;
- (5) (v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this agreement; and
- (6) (vi) Used or copied for use with a replacement computer

END USER LICENSE AGREEMENTS (EULA)

The Government as the beneficiary to each Vendor's Software Agreement agrees and accepts to be bound to such terms and conditions to the extent such terms and conditions are consistent with Federal law. Any term or condition in the Vendor Software Agreement that conflicts with or is inconsistent with this Attachment, shall be deemed stricken as it is applied to the Government and the term or condition in this Attachment shall take precedence and supersede any such conflicting or inconsistent term or condition.

Indemnification & Liability. Any terms or conditions requiring the Government to indemnify the party shall be deemed void and not binding against the Government as it would create an Anti-Deficiency Act violation (31 U.S.C. 1341). The Government agrees to pay for any loss, liability or expense, which arises out of or relates to the Government's acts or omissions with respect to its obligations subject to a final determination of liability on the part of the Government as established by a court of law having competent jurisdiction or where settlement has been agreed to by the Government agency with, and where appropriate, coordination of the Department of Justice. This provision shall not be construed to limit the Government's rights, claims or defenses which arise as a matter of law or pursuant to any other agreement.

Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

Law and disputes. This agreement is governed by Federal law.

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

Arbitration; equitable or injunctive relief. Any clause in the vendor's software agreement (VSA) requiring binding arbitration in the event of claim or dispute arising under or relating to the VSA, is void and shall not apply to the Government.

Contract No. W900KK2390006

Attachment 6

Agreements Officer Representative (AOR) Responsibilities and Commitment
for
Rare Earth Elements (REE) Separation Prototype Project

**Agreements Officer Representative (AOR) Responsibilities and Commitment for
Rare Earth Elements (REE) Separation Prototype Project
Agreement: W900KK-23-9-0006**

The AOR shall perform the duties and comply with the responsibilities and limitations specified in this document.

As AOR, you must read the entire agreement and thoroughly acquaint yourself with its purpose, terms, conditions, and the respective roles and responsibilities of the vendor, the Agreements Officer (AO), and the AOR in ensuring it accomplishes its purpose. You should also periodically review the agreement to maintain familiarity with its terms and conditions.

Act as technical liaison between the AO and the Vendor and communicate any potential problems with the AO.

Prior to assignment as an AOR and prior to/with submission of this document, AORs will provide the following:

1. Certificate of Completion for Continuous Learning Course (CLC) 106
Contracting Officer's Representative with a Mission Focus or equivalent within the last 3 years
 - a. Course can be found at www.dau.mil
2. Certificate of Completion for Continuous Learning Module (CLM) 003
Overview of Acquisition Ethics within the last 12 months
 - a. Course can be found at www.dau.mil
3. Obtain WAWF access as an acceptor
4. Email from AOR supervisor indicating completion of Office of Government Ethics (OGE) Form 450 Confidential Financial Disclosure Form or a Statement that no conflict of interest exists in carrying out your AOR duties.

Monitoring and Voucher Acceptance: You are responsible for monitoring the recipient's progress in achieving the objectives of the project in the subject award and for verifying that the recipient's activities conform to the terms and conditions of that award. You are responsible for ensuring the submitted invoice is supported by a Certificate of Completion (CoC), if applicable, signed by you and sent to the vendor for uploading into the WAWF system with its invoice. Prior to acknowledging and signing the CoC, you are to ensure the invoice covers the work performed according to the Milestone Schedule Payment table or alternate payment structure, referenced in Section G of the agreement or as an attachment. You are also responsible for ensuring the invoice and CoC are uploaded into WAWF prior to accepting the submitted voucher.

You shall promptly report any substantive deficiencies in performance or other instances of noncompliance with agreement terms and conditions to the AO. Provide reports of, and documentation to support, significant actions taken as directed. Review,

inspect, and accept services or deliverables when completed, unless otherwise specified in the agreement, and certify when all deliverables have been accepted.

As a matter of practice, the AOR shall prepare Memoranda for Record of meetings, trips, and telephone conversations relating to the agreement.

You shall not take any actions that would commit or change the agreement price, quantity, quality, schedule/delivery, scope of work, place of performance, or any other term or condition of the existing agreement. You may be held personally liable for these unauthorized actions and in the worst case, you may be subject to disciplinary action if it is determined that the unauthorized commitment is a violation of the Anti-Deficiency Act, 31 U.S.C. secs. 1341-1351, which provides for civil and criminal penalties.

You may not re-delegate the authorities or responsibilities contained in this memorandum to any other person. When carrying out your AOR duties, you may ask others to assist you, but such assistance has limits. For example, you may ask others to conduct fact-finding or make recommendations regarding actions you may take as AOR. However, anyone assisting you must not take any action that directly affects the recipient's rights or ability to carry out the program for which the agreement was awarded. The ultimate responsibility for any actions taken, by you or others assisting you, remains with you.

Should your contact information ever change, the AO should be notified immediately. Your contact information, as follows, will be shared directly with Cerus Corporation (Cerus), the vendor performing this effort:

[REDACTED]
APM, PdL Turn-key Training Services
PL TADSS Support Operations, PEO STRI
Cell: [REDACTED]
[REDACTED]@army.mil

This designation will remain in effect for the life of the award unless the AO rescinds it in writing or you resign this position. If you cannot fulfill your responsibilities as AOR for any reason, you shall notify the AO immediately in order to ensure the timely designation of a successor.

[REDACTED]
[REDACTED]
[REDACTED]
Agreements Officer Representative

[REDACTED]
[REDACTED]
Agreements Officer

Contract No. W900KK2390006

Attachment 7

Data Rights and Computer Software License Terms and Definitions

Attachment 7
Data Rights and Computer Software License
Terms and Definitions

The following definitions describe define the data rights terms used as part of this transaction:

Rights Terms and Definitions

Term	Definition
Unlimited Rights	<i>Unlimited rights</i> means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.
Government Purpose Rights	<i>Government purpose rights</i> means the right to use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose technical data for United States government purposes. The five-year period, or such other period as may be negotiated, would commence upon execution of the Other Transaction Agreement that required development of the items, components, or processes or creation of the data. The Vendor will have the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this agreement for any commercial purpose during this five-year period. Upon expiration of the five-year or other negotiated period, the Government would receive unlimited rights in the technical data and computer software.

Limited Rights	<i>Limited rights</i> means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or
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	authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if— (i) The reproduction, release, disclosure, or use is— (A) Necessary for emergency repair and overhaul; or (B) A release or disclosure to— (1) A covered Government support contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or (2) A foreign Government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign Government is in the interest of the Government and is required for evaluation or informational purposes; (ii) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and (iii) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.
Restricted Rights	<i>Restricted rights</i> applies only to noncommercial computer software and has the meaning included in Defense Federal Acquisition Regulation Supplement 252.227-7014(a)(15).

Additional Terms

Term	Definition
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Commercial computer software	<i>Commercial Computer Software</i> means software developed or regularly used for Non-governmental purposes which— (a) Has been sold, leased, or licensed to the public; (b) Has been offered for sale, lease, or license to the public; (c) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or (d) Satisfies a criterion expressed in paragraphs (a)-(c) of this clause and would require only minor modification to meet the requirements of this contract.
Minor modification	<i>Minor modification</i> means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.
Computer software	<i>Computer software</i> means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.
Computer software documentation	<i>Computer software documentation</i> means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.
Developed	<i>Developed</i> means that— (a) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose; (b) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate

	to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or (c) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.
Developed exclusively at private expense	<i>Developed exclusively at private expense</i> means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof: (a) Private expense determinations should be made at the lowest practicable level. (b) Under fixed-price contracts, when total costs are greater than the firm-fixed price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.
Developed exclusively with government funds	<i>Developed exclusively with government funds</i> means development was not accomplished exclusively or partially at private expense.
Noncommercial computer software	<i>Noncommercial computer software</i> means software that does not qualify as commercial computer software as defined in this document

Contract No. W900KK2390006

Attachment 8

Innovation Metals Corp.'s Solution Submission
in Response to the
Request for Solutions (RFS)
For
Rare Earth Element (REE) Initiatives
Prototype Projects
(RFS_W900KK-23-9-0005)

(for reference only – not part of the contract)

[Confidential Information - Redacted so as to not to disclose contractor bid and proposal information as defined in 41 U.S. Code Chapter 21 "Restrictions on Obtaining and Disclosing Certain Information"]