

Firm-Fixed Price Subcontract

Between

SSG-Advisors, LLC (d/b/a Resonance)
Hereinafter referred to as "Contractor" or "Resonance"

And

[Insert Subcontractor Name]
Hereinafter referred to as "Subcontractor"

Under

[Insert Client Name, Prime Contract Name & Number]

Subcontract Number: [insert]

Effective Date: [insert]

Start Date: [insert]

End Date: [insert]

Total Fixed Price: [insert]

Issued By:

SSG-Advisors, LLC d/b/a Resonance
1 Mill Street, #301
Burlington, VT 05401

Issued To:

[Insert Subcontractor Name]

[Insert Subcontractor Address including city, zip code, and country]

Tax ID #: [Insert Subcontractor Employer Identification Number (EIN) or Tax Reference #]

The Subcontractor agrees to furnish and deliver all items and perform all the services set forth or otherwise identified herein and on any continuation sheets appended hereto for the consideration stated in this Subcontract.

The rights and obligations of the parties to this Subcontract shall be subject to and governed by the following documents in order of precedence: (a) this Subcontract; (b) such provisions and specifications as are attached (as listed) or incorporated by reference herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Subcontract to be executed with the effective date above. In performance of this Subcontract, the Parties mutually agree to the terms and conditions and attachments contained herein. Each Party in executing below agrees that it has; (1) read this entire Subcontract and (2) certifies to the full power and authority to enter into this Subcontract.

For:
SSG-Advisors, LLC (Resonance)

Signature

Name: [insert]

Title: [insert]

Date Signed: [insert]

For:
[Name of Subcontractor]

Signature

Name: [insert]

Title: [insert]

Date Signed: [insert]

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I. Subcontract Type

This Subcontract shall be Firm-Fixed Price (FFP).

II. Period and Place of Performance

The period of performance of this Subcontract is [insert date] to [insert date]. With regard to all dates and time periods set forth or referred to in this Subcontract, time is of the essence. Unexcused delays will be considered a breach of the Subcontract and may be subject to full or partial termination as set forth below.

The place of performance of this Subcontract is [insert date] to [insert date].

III. Project Background

[insert Project background here]

IV. Scope of Work

[insert Scope of Work here]

V. Deliverables

The Subcontractor shall deliver to Resonance the following deliverables, in accordance with the schedule set forth below.

#	Deliverable Name	Due Date	Deliverable Description & Requirements
1	[insert deliverable name]	[insert date]	[insert deliverable description & requirements, for example, monthly reports, feasibility studies, assessments, reports following specific events, etc.]
2	[insert deliverable name]	[insert date]	[insert deliverable description & requirements]
3			
4			

VI. Inspection & Acceptance

1. The Subcontractor will submit deliverables to [insert title] or designee for review and comments prior to finalizing.
2. Within ten (10) days after receipt of the deliverables listed above, [insert title] or designee will review and furnish Subcontractor with written approval or disapproval and, as needed, with additional requests for clarification or revisions.
3. Within ten (10) days after the Subcontractor has received written disapproval of the deliverables and/or requests for clarification or revisions, or as otherwise agreed by the Parties, the Subcontractor will submit a revised document.

For deliverables requiring Client approval (in whole or in part), Resonance may render final approval or disapproval, or may request further clarification or revision, within ten (10) days of receipt by Resonance of comments by the Client, and Subcontractor will submit any requested clarification or revision within ten (10) days of receipt of such request.

If Subcontractor delivers a nonconforming deliverable, Resonance may, in addition to any other remedies available at law or at equity, either accept all or part of the deliverable at an equitable price reduction following a formal Subcontract modification or reject the deliverable. The Subcontractor shall not re-submit a rejected deliverable without disclosing the corrective action taken.

VII. Reporting & Technical Direction

Technical Representative. The Chief of Party or their designee is responsible for monitoring the Subcontractor's performance under this contract and providing technical direction and approval.

Technical Direction must be in writing and be within the scope of work as detailed in Section VI. Technical Direction is defined to include:

1. Written directions to the Subcontractor which fill in the details, suggest possible lines of inquiry, or otherwise facilitates completion of work.
2. Provision of written information to the Subcontractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement.
3. Approval of deliverables.

The Technical Representative or his/her designee **shall not** issue any direction which:

1. Constitutes an assignment or additional work outside the general scope of the Subcontract.
2. Constitutes a change as defined by the "Changes" clause incorporated herein in any manner that causes an increase or decrease in the estimated cost of or the time required for Subcontractor's performance pursuant to this Subcontract.
3. Changes any of the express terms, conditions, or specifications of the Agreement.

Only these directions can be authorized by the Subcontract Manager listed below. If, in the opinion of the Subcontractor, any instruction or direction issued by the Technical Representative is within the categories defined above, the Subcontractor shall notify the Subcontract Manager.

Except as otherwise provided herein, all notices to be furnished by Subcontractor shall be in writing and sent to the Chief of Party or other authorized project staff member.

VIII. Contractual Direction

Subcontract Manager. Only the Subcontract Manager can approve additional work, scope changes, or changes to terms and conditions of this Subcontract. There are two Subcontract managers – one for the Contractor, and one for the Subcontractor.

For the Contractor:

Name:
Title:
Email:

For the Subcontractor:

Name:
Title:
Email:

Subcontract Representative. Only the Subcontract Representative can bind the Contractor and Subcontractor contractually. There are two Subcontract Representatives – one for the Contractor, and one for the Subcontractor.

For the Contractor:

Name:
Title:
Email:

For the Subcontractor:

Name:
Title:
Email:

All notices should be sent to the Subcontract Representative.

IX. Subcontract Fixed Price

As consideration for the performance of the Work and deliverables set forth above, Resonance will pay the Subcontractor a total of **[insert contract ceiling]**.

This figure represents the total price of this Subcontract and is fixed for the period of performance outlined in Section II., Period of Performance.

Resonance will make each payment subject to **Section IX. Invoicing & Payment**, after Subcontractor's completion of each corresponding deliverable indicated in the following table:

Installment #	Installment Amount (insert currency)	Corresponding Deliverable Number(s) and Name(s)*
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1	\$XX,XXX	Deliverable 1, Name, Deliverable 2, Name
2	\$XX,XXX	Deliverable 3, Name, Deliverable 4, Name
3	\$XX,XXX	Deliverable 5, Name

*Deliverable numbers and names refer to those fully described in Section V.

X. Invoicing & Payment

Upon technical acceptance of the contract deliverables described in **Section V** by the authorized Resonance representative, the Subcontractor shall submit an original invoice to Resonance for payment. The invoice shall be sent via electronic mail to the attention of:

Resonance

Attn.: [insert name and title and email address of person collecting invoices]

and shall include the following information:

- Date of Invoice
- Subcontract Number
- Name and Address of the Subcontractor
- Taxpayer Identification Number
- Unique Entity ID (UEI) (if applicable)
- Deliverables delivered and accepted
- Total amount due, including a breakdown per deliverable
- Certification*
- Payment remittance details**

*Please include the following certification statement:

"I [insert name] hereby certify, to the best of my knowledge and belief, that 1) all Work and Deliverables covered by this invoice complies with all Subcontract requirements and has been performed, delivered, accepted and/or incorporated into the Services, and/or Supplies, and/or Data delivered to Resonance."

**Resonance shall remit payment corresponding to approved, complete invoices submitted in accordance with the terms herein payable to the Subcontractor via the following authorized account:

Account Name: [insert - provided by Subcontractor]

Bank Name: [insert - provided by Subcontractor]

Bank Address or Location: [insert - provided by Subcontractor]

Account Number: [insert - provided by Subcontractor]

Resonance will pay the Subcontractor's invoice within thirty (30) business days after both a) Resonance approval of the Subcontractor's deliverables, and b) Resonance's receipt of the Subcontractor's invoice.

Payment will be made in [insert U.S. or local currency] paid to the account specified above.

XI. Subcontractor Compliance

a. Insurance Requirements

The Subcontractor, at its own expense, shall procure and maintain in force, on all its operations, insurance as outlined below for the full period of performance of this Subcontract. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to Resonance.

The Subcontractor must provide evidence that it has the following insurance within two weeks of award. The Subcontractor must provide certificates of insurance from the insuring companies which shall specify the effective dates of the policies, the limits of liabilities there under, and contain a provision that the said insurance will not be canceled except upon thirty (30) days' notice in writing to Resonance.

1. **Commercial General Liability.** Coverage for third party bodily injury and property damage, personal injury, products liability, and completed operations, and contractual liability, with limits not less than \$1,000,000 per occurrence. Resonance shall be included as additional insured on policy. Policy shall be endorsed to waive the insurer's rights of subrogation in favor of Resonance.
2. **Professional Liability.** Coverage for the services provided under this Subcontract in an amount no less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate. If such coverage is written on a Claims-Made basis, a comparable coverage shall remain in full force and effect for a period of no less than 3 years after the termination of this Subcontract.
3. **Automobile Insurance.** Coverage for use of all owned, leased or operated vehicles with limits of not less than \$1,000,000 combined single limit per occurrence. Resonance shall be included as additional insured on the policy.
4. **Worker's Compensation/Employer's Liability.** Coverage for Workers Compensation and/or Employer's Liability in accordance with the laws of the governing jurisdiction.

b. Security Requirements

The Subcontractor warrants that it has assessed and evaluated the location of performance and nature of the work including, without limitation, local laws, regulations, operational and security conditions and assumes all risks of performance including injury to Subcontractor personnel and loss of damage to Subcontractor property.

The Subcontractor agrees to reasonably cooperate and coordinate with Resonance to ensure the safety and security of personnel, property and project assets. Such coordination shall include providing information concerning Subcontractor's security platform for facilities that may be visited by Resonance personnel, the Client, or other participants in the project.

The Subcontractor shall report, as soon as possible (in any case no later than 4 hours), any information concerning threats of actions that could result in injury to persons, damage to property, or disruption to activities relating to the Subcontract ("Security Threats"). Security Threats must be reported to Resonance's PepsiCo GDA Chief of Party.

The Subcontractor shall promptly report as "Security Incidents" any assault, damage, theft, sabotage, breach of secured facilities, and any other hostile or unlawful acts designed to cause harm to personnel, property, or activities relating to the Subcontract. Such reports must include, at a minimum (a) date, time and place of the location, (b) description of the events, (c) injuries to personnel or damage/loss of property, (d) witnesses, (e) current security assessment, and (f) other relevant information. Security Incident Reports must be sent to PepsiCo GDA Chief of Party.

c. Client Communication

The Subcontractor shall not communicate with Resonance's Client in connection with this Subcontract, except as expressly permitted, in writing, by Resonance. All approvals required from Client shall be obtained through Resonance.

d. Public Release of Information

There shall be no public release of information or photographs concerning any aspect of the Client's facilities, its mission, or services relating to this Subcontract, or other documents resulting therefrom, without the prior approval of Resonance, and, then, only with permission and agreement of the Client through Resonance.

e. Records

Financial records shall be maintained for three (3) years after final payment under this Agreement and are subject to audit by Resonance or the Client upon request and appropriate notification.

f. Confidentiality

All reports and data generated under this Subcontract during this project are the exclusive property of Resonance and may not be reproduced, disseminated, or discussed without express written approval. Findings, conclusions, and recommendations are considered confidential. During the Subcontractor's Work, access to confidential information ("Confidential Information") may occur, crucial to Resonance's success. The Subcontractor agrees: "Confidential Information" includes proprietary data such as project details, strategies, budgets, technical

know-how, financial information, and business plans, whether disclosed directly or obtained through the Work.

Unauthorized disclosure or use of Confidential Information is detrimental to Resonance.

Therefore, the Subcontractor and its employees agree:

1. Not to disclose discussions unless required by law.
2. Not to use Confidential Information for unauthorized purposes.
3. To maintain confidentiality and not disclose to unauthorized parties without written consent.
4. Dissemination of Confidential Information is only permitted to Subcontractor employees, agents, or affiliates who require it for Subcontract responsibilities, provided they are aware of its confidential nature. The Subcontractor is accountable for their compliance.

These restrictions endure beyond the Subcontract's Period of Performance.

g. Ownership of Intellectual Property

The term "intellectual property" shall include but not be limited to publications, work products, software and software codes, trade names, documentation, and technical data that are created under the Subcontract with funding made available by or through Resonance. Unless otherwise agreed, all intellectual property created by Subcontractor and/or its employees, agents and Subcontractors under the Subcontract will be considered "Works for Hire" and owned by Resonance. The Subcontractor shall include the substance of this section in any lower-tier Subcontracts.

The Subcontractor warrants that during the performance of this Subcontract, it will not infringe the copyright, patent, or other property rights of any other person. The Subcontractor agrees to defend, indemnify, and hold harmless Resonance and the Client from any and all liability which may arise from breach of this warranty.

h. Code of Business Ethics and Conduct

The Subcontractor shall further undertake to perform the services hereunder in accordance with the highest standards of professional and ethical competence and integrity in Subcontractor's industry and to ensure that Subcontractor's employees assigned to perform any services under this Subcontract will conduct themselves in a manner consistent therewith. The Subcontractor shall exercise due diligence to prevent and detect criminal conduct and otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with law. The Subcontractor acknowledges the Resonance Business Partner's Code of Business Ethics and Conduct as **Annex A**.

i. Organizational Conflict of Interest

It is understood and agreed that some of the work performed under this Subcontract may place the Subcontractor or its personnel in the position of having an organizational conflict of interest.

Such an organizational conflict of interest may impair the objectivity of the Subcontractor or its personnel in performing the work. To preclude or mitigate any potential conflicts of interest, Subcontractor agrees not to undertake any activity which may result in an organizational conflict of interest without first notifying Resonance of such potential conflict of interest and receiving Resonance written approval to undertake such activities.

j. Gratuities and Anti-Kickback

The Subcontractor shall not offer or give a kickback or gratuity (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a Resonance supplier.

k. Prohibition Against Trafficking in Persons

Resonance has zero tolerance for trafficking in persons in any form and operates in total compliance with client laws and regulations, as well as our global partner policies. All individuals and companies working with Resonance are prohibited from engaging or supporting any forms of trafficking in persons as defined below.

“Trafficking in Persons” (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children) shall mean the recruitment, transportation, transfer, harboring or receipt of persons, by means of the threat or use of force or other forms of coercion, of abduction, of fraud, of deception, of the abuse of power or of a position of vulnerability or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purpose of exploitation.

Resonance Subcontractors are required to comply with all anti-trafficking laws and regulations.

Any violation of these Anti-Trafficking policies must be immediately reported to your Resonance point of contact. Subcontractors may report suspected violations to the 24-hour Global Human Trafficking Hotline at: Phone: 1-844-888-FREE Or Email: help@befree.org.

If Resonance is made aware of any credible information from any source pertaining to a suspected trafficking violation, or concerning sexual harassment or abuse, Resonance will investigate such allegations and take appropriate remedial measures and notification actions.

l. Safeguarding Children

Resonance strictly follows **U.S. federal law, as well as** local and international laws and standards for the protection of child welfare. Resonance is committed to preventing child abuse, exploitation, or neglect. Resonance Subcontractors shall not engage in, support, or promote child abuse, exploitation, or neglect. Any violation of these Child Safeguarding policies must be immediately reported to your Resonance point of contact. Resonance requires Subcontractors to comply with the following safeguarding procedures:

1. Ensure compliance with host country and local child welfare and protection legislation or international standards, whichever gives greater protection, and with US law, where applicable.
2. Prohibit all personnel from engaging in child abuse, exploitation, or neglect.
3. Consider child safeguarding in project planning and implementation to determine potential risks to children that are associated with project activities and operations.
4. Apply measures to reduce the risk of child abuse, exploitation, or neglect, including, but not limited to, limiting unsupervised interactions with children; prohibiting exposure to pornography; and complying with applicable laws, regulations, or customs regarding the photographing, filming, or other image-generating activities with children.
5. Promote child-safe screening procedures for personnel, particularly personnel whose work brings them in direct contact with children.
6. Have a procedure for ensuring that personnel and others recognize child abuse, exploitation, or neglect.
7. Mandate that personnel and others report allegations; investigate and manage allegations; and take appropriate action in response to such allegations, including, but not limited to, dismissal of personnel.

m. Indemnification

The Subcontractor will indemnify, defend, and hold Resonance (and its affiliates, subsidiaries, directors, officers, employees and agents) harmless from and against any claims, liabilities, damages, losses, costs and expenses, including reasonable attorneys' fees, incurred or suffered by any of them that arise out of or relate, in whole or in part, to any actual or alleged act or omission by Subcontractor or its employees, agents or representatives in connection with the performance of any of the work specified in this Subcontract.

n. Governing Law and Compliance with Applicable Laws & Regulations

This Subcontract shall be governed and construed under the laws of the **state of Vermont and the United States of America**, except that Subcontract provisions and requirements that are based on government contract laws, regulations, shall be construed in accordance with the federal common law of Government Contracts as represented by decisions of the Federal Courts, and the Armed Services and Civilian Boards of Contract Appeals.

The Subcontractor shall perform all work, and comply in all respects, with applicable laws, ordinances, codes, regulations, and other authoritative rules of the United States and its political subdivisions and with the standards of relevant licensing boards and professional associations.

o. Resolution of Disputes

In the event of a disagreement or dispute between Resonance and the Subcontractor relating to or arising from this Subcontract that cannot be settled or adjudicated informally, the Subcontractor and Resonance agree that arbitration in accordance with the United Nations Commission on International Trade Law Arbitration Rules (UNCITRAL), in effect as of the date

of this Subcontract, shall be the exclusive means of resolving such dispute, except for any dispute where injunctive relief is necessary to prevent irreparable harm.

Such disputes shall be submitted to UNCITRAL for binding arbitration in accordance with UNCITRAL's arbitration rules by a single arbitrator. Such arbitration shall be held in Washington DC.

Judgment upon any award rendered may be entered in any court of competent jurisdiction; provided, however, that the arbitrator shall have no authority to add, modify, change or disregard any lawful terms of this Subcontract or to provide any relief or award not provided for or consistent with the laws of the State of Vermont.

p. Changes

Resonance may make changes in the scope of work above as set forth in this section.

Changes include:

1. Description of Work to be performed.
2. Method or manner of performance.
3. Contractor or Client furnished property or Work.
4. Time of performance (i.e. hours of the day, days of the week, etc.).
5. Directing acceleration in the performance of the Work.
6. Extending the completion date of performance.
7. Place of performance.
8. Drawings, designs, or specifications of supplies to be furnished.
9. Place of delivery.

Any change in the Subcontractor's scope of work and/or deliverable(s) requires prior written authorization of Resonance through a modification to this Subcontract. The issuance of information, advice, approvals, or instructions by Resonance's technical personnel or other representatives shall be deemed expressions or personal opinions only and shall not affect the obligations of the Subcontractor unless included as a modification to this Subcontract. If Subcontractor believes that a Resonance written or oral order constitutes a change to the scope of work, Subcontractor must notify Resonance in writing as soon as it knows of the change.

If any change under this clause causes an increase or decrease in the Subcontractor's cost of, or the time required for, the performance of any part of the Work under this Subcontract, Resonance shall make an equitable adjustment and modify the Subcontract in writing.

No proposal by the Subcontractor for an equitable adjustment shall be allowed if asserted after final payment under this Subcontract.

q. Force Majeure

The following events, and only the following events, shall constitute force majeure under this Subcontract: (a) acts of God or of a public enemy; (b) fires; (c) floods; (d) epidemics; (e) quarantine restrictions; (f) strikes; (g) freight embargoes; and (h) unusually severe weather. In

each case, the failure to perform must be entirely beyond the control of the Subcontractor and without the fault or negligence of the Subcontractor. Each party shall give the other immediate notice of any event that such party claims is a Force Majeure Condition that would prevent the party from performing its obligations hereunder, and of the cessation of the condition. A party's notice under this Section shall include the party's good faith estimate of the likely duration of the Force Majeure Condition.

r. Termination

- 1. Termination for Convenience.** Resonance reserves the unilateral right to terminate this Subcontract in whole or in part at any time as a result of a termination of the Prime Contract by the Client; as a result of a modification of the Prime Contract by the Client, such that the role of the Subcontractor is reduced or eliminated. Upon termination and to the extent specified in the notice of termination, the Subcontractor shall:
 - a. Stop Work,
 - b. terminate all relevant orders and lower-tier Subcontracts,
 - c. transfer all relevant Work in progress, completed work, and other property that, if the Subcontract had been completed, would be required to be furnished to Resonance.
 - d. Complete performance of any Work not terminated.
- 2. Termination for Default.** If the Subcontractor defaults in performing this Subcontract and fails to cure the default to Resonance's satisfaction within ten (10) calendar days (or more if authorized in writing by Resonance) after receipt of notice from Resonance specifying the default the Subcontract shall be terminated. Default includes failure to make progress in the work so as to endanger performance. However, the Subcontractor shall continue any Work not terminated. If this Subcontract is terminated for default, Resonance may require the Subcontractor to transfer title and deliver to Resonance, as directed, any completed or partially completed Work, supplies, partially completed supplies, materials, parts, tools, equipment, fixtures, plans, drawings, information, data, and contract rights that the Subcontractor has specifically produced or acquired from the terminated portion of this Subcontract. Upon direction of Resonance the Subcontractor shall also protect and preserve property in its possession in which Resonance has an interest. If, after termination, it is determined that the Subcontractor was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for convenience.

If Resonance terminates this Subcontract, in whole or in part, under this Paragraph, it may acquire, under the terms and in the manner Resonance considers appropriate, replacement supplies or Work equivalent to those terminated and the Subcontractor shall be liable to Resonance for any excess costs for those supplies or Work. However, the Subcontractor shall continue any Work not terminated.

Resonance shall pay the Subcontract price(s) for completed materials and/or supplies delivered and accepted. The Subcontractor and Resonance shall agree on the amount of payment for partially completed Work delivered and accepted and for the protection and preservation of property.

If, after termination, it is determined that the Subcontractor was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for convenience.

In addition to any other rights provided under this Subcontract, it is further understood and agreed that Resonance shall be at liberty to terminate this Subcontract immediately at any time following any of the following conditions:

- a. the Subcontractor is named on any list of suspected terrorists or blocked individuals maintained by the U.S. Government, including but not limited to (a) the Annex to Executive Order No. 13224 (2001) (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or (b) the List of Specially Designated Nationals and Blocked persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury;
- b. Resonance's client determines that the Subcontractor is ineligible to receive funding pursuant to U.S. laws and regulations; or
- c. the Subcontractor is identified on the U.S. Government's Excluded Party List System, or successor listing, as being suspended, debarred, or excluded from receiving federal awards or assistance.

s. Stop Work Order

Resonance, at its sole option and during the performance of the Subcontract, may issue a written Stop Work order, in whole or in part, for a period up to ninety (90) days, or for a greater Stop Work period if the Parties mutually agree (the "Stop Work period.") Upon receipt of such Stop Work order, Subcontractor shall suspend performance as directed. Performance shall resume as and to the extent Resonance directs by written notice delivered prior to the end of the Stop Work period. If no such notice to resume Work is issued prior to the end of the Stop Work period, the Subcontract shall be deemed to be terminated for convenience under the terms referenced above.

t. Assignment & Lower Tier Contracting Clause

The Subcontractor may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Resonance.

The Subcontractor agrees that it shall not Subcontract out any portion of its scope of work without prior written consent of Resonance.

Any such Subcontract, assignment or transfer not in accordance with this Paragraph shall constitute a breach of contract and, as between the Parties, shall be void and of no force and effect.

u. Severability and Survivability

If any provision of this Subcontract shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the remainder of the Subcontract shall not be affected thereby, and each valid Subcontract provision shall be enforced to the fullest extent permitted by law. Without limiting the survivability of other paragraphs where the intent of the Parties is clear, the terms of the following Subcontract Paragraphs shall survive the termination of this Subcontract: Confidentiality, Indemnity, Intellectual Property, Records, Resolution of Disputes.

v. Closeout

Final invoices must be submitted no later than 45 days after the period of performance has ended.

Annex A. Resonance Business Partner's Code of Business Ethics and Conduct

[Download the Code here and include as an attachment: [Resonance Business Partner Code of Ethics and Conduct_V1_Pub7.10.2024.pdf](#)]