

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 24	
2. CONTRACT (Proc. Inst. Ident.) NO. HQ0034239PD15		3. EFFECTIVE DATE 08 Jun 2023		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. F2CFLG3127G001			
5. ISSUED BY WHS - ACQUISITION DIRECTORATE 4800 MARK CENTER DRIVE, SUITE 09F09 ALEXANDRIA VA 22350		CODE HQ0034		6. ADMINISTERED BY (If other than Item 5)		CODE	
				See Item 5			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) ANDURIL INDUSTRIES INC (b)(6) 1375 SUNFLOWER AVE COSTA MESA CA 92626				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES 1 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Section G	
CODE 85LD7		FACILITY CODE					
11. SHIP TO/MARK FOR DEFENSE INNOVATION UNIT (b)(6) 230 R.T. JONES ROAD MOUNTAIN VIEW CA 24043		CODE HQ0833		12. PAYMENT WILL BE MADE BY WHS FINANCIAL MANAGEMENT DIRECTORATE 1155 DEFENSE PENTAGON WASHINGTON DC 20301-1155		CODE HQ0768	
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						\$4,080,000.00	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	8 - 14	J	LIST OF ATTACHMENTS		
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. [] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return 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)				20A. NAME OF CONTRACTING OFFICER CHERSHARON Y. KING (OTA) / OTA AGREEMENT OFFICER TEL: 703-409-8466 EMAIL: chersharon.y.king.civ@mail.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA (b)(6)		20C. DATE SIGNED 30-May-2023	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

Section A - Solicitation/Contract Form

This order is issued under and pursuant to the provisions of HQ0034219P001 (the "Agreement"). The terms and conditions of the Agreement are hereby incorporated by reference and, except as provided herein by this order, remain in full force and effect.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Each	(b)(4)	(b)(4)
	CLIN 1003 – (b)(3):10 USC § 4021				
	FFP				
	CLIN 1003 – (b)(3):10 USC § 4021				
	FOB: Destination				
	AC35				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101					(b)(4)
	Funding for CLIN 0001				
	FFP				
	Funding Information Only				
	PURCHASE REQUEST NUMBER: (b)(3):10 USC § 4021				

NET AMT

(b)(4)

ACRN AA

(b)(4)

CIN: (b)(3):10 USC § 4021

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	CLIN 1003 – (b)(3):10 USC § 4021 FFP	1	Each	(b)(4)	(b)(4)
	CLIN 1003 – (b)(3):10 USC § 4021 FOB: Destination AC35				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201	Funding for CLIN 0002 FFP Funding Information Only PURCHASE REQUEST NUMBER: (b)(3):10 USC § 4021				(b)(4)

NET AMT

(b)(4)

ACRN AA

CIN: (b)(3):10 USC § 4021

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	CLIN 1003 – (b)(3):10 USC § 4021 FFP	1	Each	(b)(4)	(b)(4)
	CLIN 1003 – (b)(3):10 USC § 4021 FOB: Destination AC35				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000301	Funding for CLIN 0003 FFP Funding Information Only PURCHASE REQUEST NUMBER: (b)(3):10 USC § 4021				(b)(4)

NET AMT (b)(4)

ACRN AA
CIN: (b)(3):10 USC § 4021 (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	CLIN 1003 – (b)(3):10 USC § 4021 FFP CLIN 1003 – (b)(3):10 USC § 4021 FOB: Destination AC35	1	Each	(b)(4)	(b)(4)

NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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000401

Funding for CLIN 0004

FFP

Funding Information Only

PURCHASE REQUEST NUMBER: (b)(3):10 USC § 4021

(b)(4)

NET AMT

(b)(4)

ACRN AA

CIN: (b)(3):10 USC § 4021

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0005

CLIN 0103 - (b)(3):10 USC § 4021

FFP

CLIN 0103 - (b)(3):10 USC § 4021

FOB: Destination

AC35

(b)(4)

(b)(4)

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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000501

Funding for CLIN 0005

FFP

Funding Information Only

PURCHASE REQUEST NUMBER: (b)(3):10 USC § 4021

(b)(4)

NET AMT

(b)(4)

ACRN AA

CIN: (b)(3):10 USC § 4021

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1	Each	(b)(4)	(b)(4)
	CLIN 0103 – (b)(3):10 USC § 4021				
	FFP				
	CLIN 0103 – (b)(3):10 USC § 4021				
	FOB: Destination				
	AC35				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000601					(b)(4)
	Funding for CLIN 0006				
	FFP				
	Funding Information Only				
	PURCHASE REQUEST NUMBER: (b)(3):10 USC § 4021				

NET AMT

(b)(4)

ACRN AA

(b)(4)

CIN: (b)(3):10 USC § 4021

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	N/A	N/A	N/A	N/A
0002	Destination	Government	Destination	Government
000201	N/A	N/A	N/A	N/A
0003	Destination	Government	Destination	Government
000301	N/A	N/A	N/A	N/A
0004	Destination	Government	Destination	Government
000401	N/A	N/A	N/A	N/A
0005	Destination	Government	Destination	Government
000501	N/A	N/A	N/A	N/A
0006	Destination	Government	Destination	Government
000601	N/A	N/A	N/A	N/A

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	(b)(3):10 USC § 4021 (b)(3):10 USC § 4021	N/A	DEFENSE INNOVATION UNIT (b)(6) 230 R.T. JONES ROAD MOUNTAIN VIEW CA 24043 650-447-4640 FOB: Destination	HQ0833
000101	N/A	N/A	N/A	N/A
0002	(b)(3):10 USC § 4021 (b)(3):10 USC § 4021	N/A	DEFENSE INNOVATION UNIT (b)(6) 230 R.T. JONES ROAD MOUNTAIN VIEW CA 24043 (b)(6) FOB: Destination	HQ0833
000201	N/A	N/A	N/A	N/A
0003	(b)(3):10 USC § 4021 (b)(3):10 USC § 4021	N/A	DEFENSE INNOVATION UNIT (b)(6) 230 R.T. JONES ROAD MOUNTAIN VIEW CA 24043 (b)(6) FOB: Destination	HQ0833
000301	N/A	N/A	N/A	N/A
0004	(b)(3):10 USC § 4021 (b)(3):10 USC § 4021	N/A	DEFENSE INNOVATION UNIT (b)(6) 230 R.T. JONES ROAD MOUNTAIN VIEW CA 24043 (b)(6) FOB: Destination	HQ0833
000401	N/A	N/A	N/A	N/A
0005	(b)(3):10 USC § 4021 (b)(3):10 USC § 4021	N/A	DEFENSE INNOVATION UNIT (b)(6) 230 R.T. JONES ROAD MOUNTAIN VIEW CA 24043 (b)(6) FOB: Destination	HQ0833
000501	N/A	N/A	N/A	N/A

0006	(b)(3);10 USC § 4021 (b)(3);10 USC § 4021	N/A	DEFENSE INNOVATION UNIT (b)(6) 230 R.T. JONES ROAD MOUNTAIN VIEW CA 24043 (b)(6) FOB: Destination	HQ0833
000601	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

(b)(4)			
(b)(4)			
ACRN	CLIN/SLIN	CIN	AMOUNT
AA	(b)(3):10 USC § 4021	(b)(3):10 USC § 4021	(b)(4)

Section H - Special Contract Requirements

TERMS AND CONDITIONS

PRODUCTION ORDER AGREEMENT

between

The United States Government
Washington Headquarters Services
4800 Mark Center Drive, Suite 09F09
Alexandria, VA 22350-0002

and

Anduril Industries, Inc.
3000 Airway Avenue, Suite A4
Costa Mesa, CA 92626-6000
DUNS No.: 080788349
CAGE No.: 85LD7

Agreement No.: HQ0034239PD15

(b)(3):10 USC § 4021

Production Order Ceiling (b)(4)

(b)(3):10 USC § 4021

This Production Order is entered into between the Department of Defense (DoD), represented by Washington Headquarters Services, Acquisition Directorate (WHS/AD), hereinafter called the

Government and Anduril Industries, Inc., hereinafter called the COMPANY, pursuant to 10 U.S.C.§4022(f) and under United States Federal law.

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ARTICLE I: SCOPE OF THE PRODUCTION ORDER AGREEMENT

(b)(3):10 USC § 4021

(b)(3):10 USC § 4021

ARTICLE II: INCORPORATION OF OTHER TRANSACTION AGREEMENT

This Production Order is created under the Other Transaction Agreement No. HQ0034219P001, as authorized under 10 U.S.C. § 4022(f), between the Government and the COMPANY. The Articles, Exhibits, Appendices, and Attachments of Agreement No. HQ0034219P001 are hereby incorporated by reference into this Production Order Agreement.

ARTICLE III: PRODUCTION ORDER AGREEMENT ADMINISTRATION

A. Administration

Unless otherwise provided in this Agreement, approvals permitted or required to be made by the WHS/AD Contracting Activity may be made only by the Agreements Officer. Administrative and contractual matters under this Production Order shall be referred to the representatives identified herein.

B. Modifications

1. Recommendations for modifications, including justifications to support any changes to the P-OT or Production Order may originate with either a request from the COMPANY to the AOR and AO, or the Government through the AO. Any recommendations will detail the technical, chronological, and financial impact of the proposed modification to the program. All modifications except for administrative modifications shall be made by mutual written agreement of the parties. AO and the COMPANY. For minor or administrative modifications (e.g. changes in the paying office or appropriation data, changes to Government or the COMPANY'S personnel identified in the Agreement, etc.) no signature is required by the COMPANY. Administrative modifications may be unilaterally executed by the AO. The Government is not obligated to pay for additional or revised future milestones until the Milestone Payment chart is formally revised and made part of this Production Order Agreement. The Contractor is not required to proceed with any work for additional or revised future milestones until the Milestone Payment chart is formally revised and made part of this Production Order Agreement.
2. The AO is responsible for the review and verification of any recommendations to modify the Production Order, or other proposed changes to the terms and conditions of this Production Order Agreement. If additional terms and conditions are required to be included to address work that may be required under this Production Order Agreement, they will be included by mutual written modification to this Production Order Agreement
3. The AO is responsible for instituting all modifications to this Production Order Agreement. Below is a list of the Points of Contact for the COMPANY and the Government. Each Party may change its representatives named below by written notification to the other party. The

Government will affect the change following the procedures in Article III, subparagraph B of the main text of the Other Transaction Agreement No. HQ0034219P001.

C. Government Points of Contact:

Agreements Officer (AO):

(b)(6)
(b)(6)
(b)(6)

Agreements Specialist (AS):

(b)(6)
(b)(6)
(b)(6)

Agreements Officer Representative

Name: (b)(6)
Phone: (b)(6)
Email: (b)(6)

D. COMPANY's Points of Contact

Program Manager:

Name: (b)(6)
Phone: (b)(6)
Email: (b)(6)

Administrative/Contracting:

Name: (b)(6)
Phone: (b)(6)
Email: (b)(6)

Signatory Authority:

Name: (b)(6)
Phone: (b)(6)
Email: (b)(6)

E. Wide Area Workflow Instructions

Attachment 2 "Wide Area Workflow Instructions" of the P-OT No. HQ0034219P001 outlines procedures for invoicing. For this Production Order Agreement:

(b)(3); 10 USC § 4021

ARTICLE IV: ADDITIONAL ARTICLES

In addition to the Articles in Other Transaction Agreement No. HQ0034219P001, the following articles are hereby included in this Production Order Agreement:

None