GENERAL SERVICES ADMINISTRATION
Federal Acquisition Service

Authorized Federal Supply Schedule Catalog/Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage!™, a menu-driven database system. The INTERNET address for GSA Advantage!™ is: http://www.GSAAdvantage.gov.

MAS - Security and Protection Category

Contractor has been awarded under the cooperative purchasing and disaster recovery programs. All awarded SINs are available to state and local government entities.

SIN 334512 Total Solution Support Products for Facilities Management Systems
SIN 334290 Security and Detection Systems
SIN 541330L Security System Integration, Design, Management, and Life Cycle Support
SIN 334220 Surveillance Systems, Wearable Body Cameras, and Vehicular Video
SIN OLM Order-Level Materials (OLMs)

KBR Wyle Services, LLC
22309 Exploration Drive
Lexington Park, MD 20653

Phone Number: 410-964-7195
Fax Number: 843-744-1071

https://kbr.com/en/markets

Contract Number: 47QSWA19D006J
Period Covered by Contract: April 24, 2019 through April 23, 2024
Business Size: Other than Small Business

Contract Administrator: Laura Chillura
Phone: 843-231-1638
Email: laura.chillura@us.kbr.com

Pricelist current through Modification # PO-0014, effective June 7, 2022
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For more information on ordering from Federal Supply Schedules click on the GSA Schedules link at [www.gsa.gov](http://www.gsa.gov)
CUSTOMER INFORMATION

1a. Table of Awarded Special Item Number(s):

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1b. Lowest Priced Model Number and Price for Each SIN: Not applicable.

1c. Hourly Rates: See pages 5 through 8.

2. Maximum Order: $250,000.

*Ordering activities may request a price reduction at any time before placing an order, establishing a BPA, or in conjunction with the annual BPA review. However, the ordering activity shall seek a price reduction when the order or BPA exceeds the simplified acquisition threshold. Schedule contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order or BPA.

3. Minimum Order: $50


5. Point(s) of Production (city, county, and state or foreign country): USA.

6. Discounts from List Prices or Statement of Net Price: GSA Net Prices are shown on the attached GSA Price List. Negotiated discount has been deducted and the IFF has been included.

7. Quantity/Volume Discounts: None.

8. Prompt Payment Terms: Net 30 Days

9a. Government Purchase Cards must be accepted at or below the micro-purchase threshold.

9b. Government Purchase Cards are accepted above the micro-purchase threshold.

10. Foreign Items: None.

11a. Time of Delivery: 30 days after receipt of order.

11b. Expedited Delivery: Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

11c. Overnight and 2-Day Delivery: Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
11d. **Urgent Requirements:** Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

12. **F.O.B Point(s):** Destination

13a. **Ordering Address:** KBR Wyle Services, LLC, 22309 Exploration Drive, Lexington Park, MD 20653

13b. **Ordering Procedures:** Ordering activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 when placing an order or establishing a BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements (BPA’s) and a sample BPA can be found at the GSA/FSS Schedule Homepage (fss.gsa.gov/schedules).

**Payment Address:**

- **Standard Check Payments:**
  KBR Services, LLC
  P. O. Box 841223
  Dallas, TX 75284-1223

- **Federal Express:**
  Bank of America Lockbox Services
  Infomart Lockbox 841223
  1950 N. Stemmons Frwy. Ste. 5010
  Dallas, Texas 75207

14. **Warranty Provision:** Not applicable.

15. **Export Packing Charges:** Not applicable.

16. **Terms and conditions of Government purchase card acceptance:** Accepted.

17. **Terms and conditions of rental, maintenance, and repair:** Not applicable.

18. **Terms and conditions of installation:** Not applicable.

19. **Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices:** Not applicable.

20a. **Terms and conditions for any other services:** Not applicable.

21. **List of Service and Distribution Points:** Not applicable.

22. **List of Participating Dealers:** Not applicable.

23. **Preventive Maintenance:** Not applicable.

24a. **Environmental attributes, e.g., recycled content, energy efficiency, and/or reduced pollutants:** Not applicable.

24b. **Section 508 Compliance:** As applicable.

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25. Unique Entity Identifier (UEI) Number In SAM.Gov: L693MQDFLKD1

26. System for Award Management (SAM): KBR Wyle Services, LLC is registered in SAM.

### 2.0 LABOR CATEGORY PRICING

The rates shown below include the Industrial Funding Fee (IFF) of 0.75%.

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3.0 LABOR CATEGORY DESCRIPTIONS

MANAGER 4
Bachelor’s degree and 10 years’ experience or 18 years’ experience in lieu of education.

Directs a major function, discipline or significant segment of a functional group or program relating to physical security services and solutions. Responsibilities may include planning, risk management, and project performance addressing cost, schedule, and technical quality for large system development task or full responsibility for all aspects of program performance on a large technical services or systems integration task.

MANAGER 3
Bachelor’s degree and 8 years’ experience or 16 years’ experience in lieu of education.

Manages a program relating to physical security services and solutions by providing guidance based on goals, objectives, and customer requirements. Responsibilities may include planning, risk management, and project performance addressing cost, schedule, and technical quality for related Work Breakdown Structure (WBS) elements on a large system development-type task or full responsibility for all aspects of program/project performance on a large technical services type task.

MANAGER 2
Bachelor’s degree and 5 years’ experience or 13 years’ experience in lieu of education.

Manages a segment of a program, project, or function relating to physical security services and solutions. The individual will be responsible for providing objective-oriented direction utilizing management guidelines and general policies. Responsibilities may include planning and program/project performance addressing cost, schedule, technical performance, and quality of a work package, subsystem, or related group of work packages on a large system development type task or full responsibility for all aspects of program/project performance on technical services-type task.

MANAGER 1
Bachelor’s degree and 2 years’ experience or 10 years’ experience in lieu of education.

Responsible for daily operations of a team or work unit (direct supervision of the staff, assignment of work, schedules, day-to-day workflow, and operating costs) relating to physical security services and solutions. Responsibilities may include cost, schedule, and technical performance of a specific unit or work package on a large system development-type task or broad responsibility for all aspects of program/project performance on a small technical services type task.
ENGINEER 6
Master’s degree and 13 years’ experience or Bachelor’s degree and 15 years’ experience in lieu of education.

Responsible for planning, organizing, and directing engineering programs relating to physical security services and solutions. Defines and interprets strategic requirements and analyzes and provides guidance on strategic issues and complex problems. Develops and leads large projects including defining scope, objectives, and methods. Applies and/or develops highly advanced technologies, scientific principles, theories, and concepts. Resolve issues associated with the development and implementation of operational programs. Individual recognized as an expert in field, providing a major impact on program success and productivity.

ENGINEER 5
Master’s degree and 11 years’ experience or Bachelor’s degree and 13 years’ experience in lieu of education.

Possess in-depth knowledge of principles, concepts, and techniques appropriate to physical security services and solutions. Interprets requirements, performs highly complex analyses, and resolves complex problems. Develops advanced technological ideas and guides their development into a final product. The individual may act as advisor to customers on advanced technical research studies and applications. Individual provides leadership efforts, training, mentoring, and guidance. Individual may lead medium to large projects, including defining scope, objectives, and methods.

ENGINEER 4
Bachelor’s degree and 8 years’ experience in lieu of education.

Responsible for solving complex engineering problems relating to physical security services and solutions. Determines program objectives and requirements and develops standards and guides for diverse engineering and scientific activities. Guides the successful completion of major programs and may function in a project leadership role. Individual serves as the prime technical contact on contracts and projects. Individual will interact with customers on significant technical matters.

ENGINEER 3
Bachelor’s degree and 5 years’ experience in lieu of education.

Responsibilities require applications of diversified knowledge of engineering principles and practices, while developing new or improved techniques and procedures. Provide technical solutions to a wide range of requirements relating to physical security services and solutions. Individual contributes to the completion of specific programs and projects with frequent customer contact.
ENGINEER 2
Bachelor’s degree and 2 years’ experience in lieu of education.

Responsibilities require comprehensive knowledge of engineering principles to support complex research and engineering assignments relating to physical security services and solutions. Follows established procedures and contributes to the completion of milestones associated with specific projects.

ENGINEER 1
Bachelor’s degree and 0 years experience.

Develop and recommend solutions to technical problems as assigned relating to physical security services and solutions. Work follows technical and process guidance and instructions, contributing to the completion of assigned technical tasks.

SUPPORT 5
Bachelor’s degree and 10 years’ experience or 18 years’ experience in lieu of education.
Duties may include activities related to program administration, safety, scheduling, logistics, contracts, and pricing. Demonstrates skill to analyze and develop innovative solutions to complex problems relating to physical security services and solutions. Develops advanced concepts, techniques, and standards; creates new applications based on professional principles and theories. Individual viewed as expert in field.

SUPPORT 4
Bachelor’s degree and 8 years’ experience or 16 years’ experience in lieu of education.

Duties may include activities related to program administration, safety, scheduling, logistics, contracts, and pricing. Individual contributes to the development of new concepts, techniques, and standards relating to physical security services and solutions. Creates and identifies solutions to complex problems. Ensures solutions are consistent with program objectives. Individual acts as an advisor to customers and is considered an expert in the field within the program.

SUPPORT 3
Bachelor’s degree and 5 years’ experience or 13 years’ experience in lieu of education.

Duties may include activities related to program administration, safety, scheduling, logistics, contracts and pricing. Complete understanding and application of principles, concepts, practices, and standards relating to physical security services and solutions. Full knowledge of industry practices. Demonstrates the skill to perform fairly complex professional tasks and develop solutions.

SUPPORT 2
Bachelor’s degree and 2 years’ experience or 10 years’ experience in lieu of education.

Duties may include activities related to program administration, safety, scheduling, logistics, contracts and application of concepts and principles to support the physical security services and solutions. Demonstrates the skill and ability to perform moderately complex professional tasks.

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and develop solutions to a variety of problems of moderate scope and complexity.

**SUPPORT 1**
Bachelor’s degree and 0 years experience or 8 years’ experience in lieu of education.

Individual is an entry-level support person whose duties may include activities related to program administration, safety, scheduling, logistics, contracts and pricing. Job requires limited use and/or application of basic principles, theories, and concepts and a general knowledge of industry practices and standards relating to physical security services and solutions. Demonstrates the skill and ability to perform basic professional tasks, and solve routine problems of limited scope and complexity following established policies and procedures.

**IT/ISS 6**
Master’s degree and 10 years’ experience, Bachelor’s degree and 12 years’ experience or 20 years’ experience in lieu of education.

Independently provides analysis, evaluation, and recommendations designed to promote economy, efficiency, and effectiveness relating to physical security services and solutions. Reviews and evaluates programs and operations to determine adherence to policies and procedures. Responsible for keeping management fully informed concerning problems and deficiencies and recommended corrective actions.

**IT/ISS 5**
Master’s degree and 6 years’ experience or Bachelor’s degree and 8 years’ experience or AA and 14 years’ experience or 16 years’ experience in lieu of education.

Responsible for the management, integration, and coordination of work groups engaged in related activities associated with the analysis, design, development, implementation, and maintenance of software systems relating to physical security services and solutions. Conducts network analysis, design and implementation. Provides support for computer systems, software, configuration control and computer and network security. Establishes objectives, work plans, schedules, and ensures resources are available for completion of projects and assignments. Oversees activities of subordinates to ensure a productive work environment and that objectives are completed in accordance with quality standards, time and budget constraints.

**IT/ISS 4**
Master’s degree and 6 years’ experience, or Bachelor’s degree and 8 years’ experience, or AA degree and 12 years’ experience, or 16 years’ experience in lieu of education.

Performs all support activities which can include: design, development, implementation, and maintenance of software systems and analysis, evaluation, and recommendations designed to promote economy, efficiency, and effectiveness in the customer’s security program relating to physical security services and solutions. Possesses an understanding of the computer system internals, operating systems and layered products, specialized and vendor. Leads the installation and set-up of software. Generates project updates/documents. As a team leader: plans and organizes projects, directs multiple projects through the different phases, and manages project resources. Reviews and evaluates customer’s programs and operations to determine adherence to...
policies and procedures. Keeps management fully informed concerning problems and deficiencies and recommends corrective actions.

**IT/ISS 3**  
Bachelor’s degree and 5 years’ experience or 13 years’ experience in lieu of education.

Performs all support activities which can include: design, development, implementation, and maintenance of software systems and analysis, evaluation, and recommendations designed to promote economy, efficiency, and effectiveness in the customer's security program relating to physical security services and solutions. Possesses an understanding of the computer system internals, operating systems and layered products, specialized and vendor. Leads installation and set-up of software. Generates project updates/documents. As a team leader: plans and organizes projects, directs the project through the different phases, and provides task estimates. Reviews and evaluates customer's programs and operations to determine adherence to policies and procedures. Keeps management fully informed concerning problems and deficiencies and recommends corrective actions.

**IT/ISS 2**  
Master’s degree and 0 years experience or Bachelor’s degree and 2 years’ experience or AA degree and 6 years’ experience or 10 years’ experience in lieu of education.

Performs all support activities which can include: design, development, implementation, and maintenance of software systems and analysis, evaluation, and recommendations designed to promote economy, efficiency, and effectiveness in the customer's security program relating to physical security services and solutions. Possesses an understanding of the computer system internals, operating systems and layered products, specialized and vendor. Installs and sets up software. Generates project updates/documents. Reviews and evaluates customer's programs and operations to determine adherence to policies and procedures. Keeps management fully informed concerning problems and deficiencies and recommends corrective actions.

**IT/ISS 1**  
Bachelor’s degree and 0 years experience or AA degree and 4 years’ experience or 8 years experience in lieu of education.

Performs all support activities which can include: design, development, implementation, and maintenance of software systems and analysis, evaluation, and recommendations designed to promote economy, efficiency, and effectiveness in the customer's security program relating to physical security services and solutions. Possesses an understanding of the computer system internals, operating systems and layered products, specialized and vendor. Reviews and evaluates customer's programs and operations to determine adherence to policies and procedures.

**SUBJECT MATTER EXPERT 1**  
Bachelor’s degree and 5 years’ experience or 13 years’ experience in lieu of education.

The individual will have an in-depth knowledge of the key technical areas and the support of those areas relating to physical security services and solutions. An extensive experience in studies and analysis in specified field, analysis of emerging and advanced trends in said field is...
required. Has experience in design review, the preparation of assessments, systems implementation plans, systems integrations, maintenance and support of systems, and system test and evaluation relating to physical security systems and solutions.

**SUBJECT MATTER EXPERT 2**
Bachelor’s degree and 10 years’ experience or 18 years’ experience in lieu of education.

The individual will have an in-depth knowledge of the key technical areas and the support of those areas relating to physical security services and solutions. An extensive experience in studies and analysis in specified field, analysis of emerging and advanced trends in said field is required. Has experience in design review, the preparation of assessments, systems implementation plans, systems integrations, maintenance and support of systems, and system test and evaluation relating to physical security systems and solutions.

**SUBJECT MATTER EXPERT 3**
Bachelor’s degree and 15 years’ experience or 23 years’ experience in lieu of education.

The individual will have an in-depth knowledge of the key technical areas and the support of those areas relating to physical security services and solutions. An extensive experience in studies and analysis in specified field, analysis of emerging and advanced trends in said field is required. Has experience in design review, the preparation of assessments, systems implementation plans, systems integrations, maintenance and support of systems, and system test and evaluation relating to physical security systems and solutions.

**SUBJECT MATTER EXPERT 4**
Bachelor’s degree and 20 years’ experience or 28 years’ experience in lieu of education.

The individual will have an in-depth knowledge of the key technical areas and the support of those areas relating to physical security services and solutions. An extensive experience in studies and analysis in specified field, analysis of emerging and advanced trends in said field is required. Has experience in design review, the preparation of assessments, systems implementation plans, systems integrations, maintenance and support of systems, and system test and evaluation relating to physical security systems and solutions.

**SUBJECT MATTER EXPERT 5**
Bachelor’s degree and 25 years of experience.

The individual will have an in-depth knowledge of the key technical areas and the support of those areas relating to physical security services and solutions. An extensive experience in studies and analysis in specified field, analysis of emerging and advanced trends in said field is required. Has experience in design review, the preparation of assessments, systems implementation plans, systems integrations, maintenance and support of systems, and system test and evaluation relating to physical security systems and solutions.

**TRAINING SPECIALIST 1**
Bachelor’s degree with 2 years of experience or 10 years of experience in lieu of education
Performs training needs analysis, planning, design/development, delivery, and evaluation for a
variety of training services (such as instructor-based, on-the-job, self-study, Interactive Multimedia/Computer-based Training, etc.). Supervises and evaluates student activities. Prepares training-related documentation in accordance with program requirements. Maintains effective customer interfaces. Performs other duties as required.

**TRAINING SPECIALIST 2**
Bachelor’s degree with 4 years of experience or 12 years of experience in lieu of education

Performs training needs analysis, planning, design/development, delivery, and evaluation for a variety of training services (such as instructor-based, on-the-job, self-study, Interactive Multimedia/Computer-based Training, etc.). Supervises and evaluates student activities. Prepares training-related documentation in accordance with program requirements. Maintains effective customer interfaces. Provides training consultation to customers, including analysis of training needs(requirements and the recommendation/coordination of appropriate training services. Manages all aspects of training projects as assigned by management, including financial, personnel, and material resource management. Substitutes for training management personnel and performs other duties as required. Performs all other duties as assigned.

**TRAINING SPECIALIST 3**
Bachelor’s degree with 6 years of experience or 14 years of experience in lieu of education

Performs training needs analysis, planning, design/development, delivery, and evaluation for a variety of training services (such as instructor-based, on-the-job, self-study, Interactive Multimedia/Computer-based Training, etc.). Supervises and evaluates student activities. Prepares training-related documentation in accordance with program requirements. Maintains effective customer interfaces. Provides training consultation to customers, including analysis of training needs/requirements and the recommendation/coordination of appropriate training services. Manages all aspects of training projects as assigned by management, including financial, personnel, and material resource management. Substitutes for training management personnel and performs other duties as required. Performs all other duties as assigned.

**TRAINING SPECIALIST 4**
Bachelor’s degree with 8 years of experience or 16 years of experience in lieu of education

Performs training needs analysis, planning, design/development, delivery, and evaluation for a variety of training services (such as instructor-based, on-the-job, self-study, Interactive Multimedia/Computer-based Training, etc.). Supervises and evaluates student activities. Prepares training-related documentation in accordance with program requirements. Maintains effective customer interfaces. Provides training consultation to customers, including analysis of training needs/requirements and the recommendation/coordination of appropriate training services. Manages all aspects of training projects as assigned by management, including financial, personnel, and material resource management. Substitutes for training management personnel and performs other duties as required. Performs all other duties as assigned.

**TRAINING SPECIALIST 5**
Bachelor’s degree with 10 years of experience or 18 years of experience in lieu of education

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Performs training needs analysis, planning, design/development, delivery, and evaluation for a variety of training services (such as instructor-based, on-the-job, self-study, Interactive Multimedia/Computer-based Training, etc.). Supervises and evaluates student activities. Prepares training-related documentation in accordance with program requirements. Maintains effective customer interfaces. Provides training consultation to customers, including analysis of training needs/requirements and the recommendation/coordination of appropriate training services. Manages all aspects of training projects as assigned by management, including financial, personnel, and material resource management. Substitutes for training management personnel and performs other duties as required. Performs all other duties as assigned.

SCA CATEGORIES
These category descriptions are consistent with the SCA Directory of Occupations, 5th edition.

DRAFTER 1
This operator prepares drawings or computer models of simple, easily visualized structures, systems, parts or equipment from sketches or marked-up prints, selects appropriate templates/computer programs or uses a compass and other equipment needed to complete assignments. Drawings and models fit familiar patterns and present few technical problems. Supervisor provides detailed instructions on new assignments, gives guidance when questions arise, and reviews completed work for accuracy. Typical assignments include:
- Revisions to the original drawings of a plumbing system by increasing pipe diameters.
- Drawing from sketches, the building floor plans, determining size, spacing and arrangement of freehand lettering according to scale.
- Drawing simple land profiles from predetermined structural dimensions and reduced survey notes.
- Tracing river basin maps and enters symbols to denote stream sampling locations, municipal and industrial waste discharges, and water supplies.
- Preparing a computer model of a room, building, structure from data, prints, photos.

DRAFTER 2
This operator prepares various drawings computer models of such units as construction projects or parts and assemblies, including various views, sectional profiles, irregular or reverse curves, hidden lines, and small or intricate details. Work requires use of most of the conventional drafting and CAD techniques and a working knowledge of the terms and procedures of the occupation. The Draft/CAD Operator II makes arithmetic computations using standard formulas. Familiar or recurring work is assigned in general terms. Unfamiliar assignments include information on methods, procedures, sources of information, and precedents to follow. Simple revisions to existing drawings or computer models may be assigned with a verbal explanation of the desired results. More complex revisions are produced from sketches, computer models or specifications that clearly depict the desired product.
- Preparing several views of a simple gear system from a layout and manual references and obtaining dimensions and tolerances from manuals and by measuring the layout.
- Preparing and revising detail and design drawings for such projects as the construction and installation of electrical or electronic equipment, plant wiring, and the manufacture and assembly of printed circuit boards. Drawings typically include details of mountings, frames, guards, or other accessories; conduit layouts; or wiring diagrams indicating...
transformer sizes, conduit locations and mountings.
c. Drawing base and elevation views, sections, and details of new bridges or other
structures, revising complete sets of roadway drawings for highway construction projects,
or preparing block maps, indicating water and sewage line locations.

**DRATER 3**
This operator prepares complete sets of complex drawings or computer models that include
multiple views, detail drawings, and assembly drawings. Drawings or models include complex
design features that require considerable drafting skill to visualize and portray. Assignments
regularly require the use of mathematical formulas to draw land contours or to compute weights,
center of gravity, load capacities, dimensions, quantities of material, etc. The Draft/CAD
Operator works from sketches, computer models, and verbal information supplied by an
engineer, architect, or designer to determine the most appropriate views, detail drawings, and
supplementary information needed to complete assignments. This operator selects required
information from computer programs, and internet sites, precedents, manufacturers’ catalogs, and
technical guides. This operator independently resolves most of the problems encountered.
Supervisor or design originator may suggest methods of approach or provide advice on unusually
difficult problems. Typical assignments include:
a. Prepares complete sets of drawings of test equipment to be manufactured from layouts,
models, or sketches. Several cross-sectional and subassembly drawings are required.
From information supplied by the design originator and from technical handbooks and
manuals, this operator describes dimensions, tolerances, fits, fabrication techniques, and
standard parts to use in manufacturing the equipment.
b. From electronic schematics, information as to maximum size, and manuals giving dimensions
of standard parts, determines the arrangement and prepares drawing of
printed circuit boards.
c. From precedents, drafting standards, and established practices, prepares final construction
drawings for floodgates, navigation locks, dams, bridges, culverts, levees, channel
excavations, dikes and berms, prepares boring profiles, typical cross-sections, and land
profiles; and delineates related topographical details as required.
d. Prepares final drawings for street paving and widening or for water and sewer lines
having complex trunk lines; reduces field notes and calculates true grades. From
engineering designs, lays out plan, profile and detail appurtenances required; and
notifies supervisor of conflicting details in design.
Excludes drafter performing work of similar difficulty to that described at this level but who
provides support for a variety of organizations that have widely differing functions or
requirements.

**DRATER 4**
This operator works closely with design originators, preparing drawings or computer models of
unusual, complex, or original designs that require a high degree of precision, performs unusually
difficult assignments requiring considerable initiative, resourcefulness, and drafting expertise.
This incumbent assures that anticipated problems in manufacture, assembly, installation, and
operation are resolved by the drawing produced, exercises independent judgment in selecting and
interpreting data based on knowledge of the design intent. Although working primarily as a
drafter, this worker may occasionally interpret general designs prepared by others to complete
minor details, may provide advice and guidance to lower level drafters or serve as coordinator.
and planner for large and complex drafting projects.

**Drafter 5**
To be covered by these definitions, employees must meet all of the following criteria: Be able to provide semi-professional technical support for engineers working in such areas as research, design, development, testing, or manufacturing process improvement. Work pertains to electrical, electronic, or mechanical components or equipment. These technicians are required to have some practical knowledge of science or engineering. Some positions may require a practical knowledge of mathematics or computer science. Included are workers who prepare design drawings and assist with the design, evaluation, and/or modification of machinery and equipment.

Excluded are:
- a. Production and maintenance workers, including workers engaged in calibrating, repairing, or maintaining electronic equipment (see Maintenance Electronics Technicians);
- b. Model Makers and other craft workers;
- c. Quality Control Technicians and Testers;
- d. Chemical and other non-engineering laboratory technicians;
- e. Civil Engineering Technicians and Drafters;
- f. Positions (below Level I) which are limited to simple tasks such as: measuring items or regular shapes with a caliper and computing cross-sectional areas; identifying, weighing, and marking easy-to-identify items; or recording simple instrument readings at specified intervals; and engineers required to apply a professional knowledge of engineering theory and principles.

**Electronics Tech Maintenance 1**
The Electronics Technician Maintenance I applies basic technical knowledge to perform simple or routine tasks following detailed instructions, performs such tasks as replacing components, wiring circuits, repairing simple electronic equipment; and taking test readings using common instruments such as digital multi-meters, signal generators, semiconductor testers, curve tracers, and oscilloscopes. This person works under close supervision receiving technical guidance from supervisor or higher-level technician. Work is checked frequently for accuracy.

**Electronics Tech Maintenance 2**
The Electronics Technician Maintenance II applies basic and some advanced technical knowledge to solve routine problems by interpreting manufacturers' manuals or similar documents. Work requires familiarity with the interrelationships of circuits and judgment in planning work sequence, in selecting tools, testing instruments, and is reviewed for compliance with accepted practices. This technician works under immediate supervision and achieves technical guidance, as required, from supervisor or higher-level technician.

**Electronics Tech Maintenance 3**
The Electronics Technician Maintenance III applies advanced technical knowledge to solve complex problems that typically cannot be solved solely by referencing manufacturers' manuals or similar documents. Examples of such problems include determining the location and density of circuitry, evaluating electromagnetic radiation, isolating malfunctions, and incorporating engineering; changes. Work typically requires an understanding of the interrelationships of
circuits, exercising independent judgment in performing such tasks as making circuit analyses, calculating wave forms, and tracing relationships in signal flow, using complex test instruments such as high frequency pulse generators, frequency synthesizers, distortion analyzers, and complex computer control equipment. Work may be reviewed by supervisor for general compliance with accepted practices. This position may provide technical guidance to lower level technicians.

**FIELD ENGINEERING TECHNICIAN 1**
This technician performs simple routine tasks under close supervision or from detailed procedures. Work is checked in progress or on completion. This person performs one or a combination of such typical duties as:

a. Assembling or installing equipment or parts requiring simple wiring, soldering, or connecting.
b. Performing simple or routine tasks or tests such as tensile or hardness tests; operating and adjusting simple test equipment; records test data.
c. Gathering and maintaining specified records of engineering data such as tests, drawings, etc.; performing computations by substituting numbers in specified formulas; plotting data and draws simple curves and graphs.

**FIELD ENGINEERING TECHNICIAN 2**
The Engineering Technician II performs standardized or prescribed assignments involving a sequence of related operations, follows standard work methods on recurring assignments but receives explicit instructions on unfamiliar assignments. Technical adequacy of routine work is reviewed on completion; non-routine work may be reviewed in progress. This technician performs at this level, one or a combination of such typical duties as:

a. Following specific instructions, assembles or constructs simple or standard equipment or parts, servicing or repairing simple instruments or equipment;
b. Conducting a variety of tests using established methods, preparing test specimens, adjusting and operating equipment, recording test data, and pointing out deviations resulting from equipment malfunction or observational errors;
c. Extracting engineering data from various prescribed but non-standardized sources, processing the data following well-defined methods including elementary algebra and geometry, and presenting the data in prescribed form.

**FIELD ENGINEERING TECHNICIAN 3**
The Engineering Technician III performs assignments that are not completely standardized or prescribed, selects or adapts standard procedures or equipment, using fully applicable precedents, receives initial instructions, equipment requirements, and advice from supervisor or engineer as needed, performs recurring work independently. Work is reviewed for technical adequacy or conformity with instructions. This technician performs at this level one or a combination of such typical duties as:

a. Constructing components, subunits, or simple models or adapts standard equipment; may troubleshoot and correct malfunctions;
b. Following specific layout and scientific diagrams to construct and package simple devices and subunits of equipment.
c. Conducting various tests or experiments which may require minor modifications in test setups or procedures as well as subjective judgments in measurement, selecting,
preparing, and operating standard test equipment and records test data;
d. Extracting and compiling a variety of engineering data from field notes, manuals, lab
reports, etc., processing data, identifying errors or inconsistencies, selecting methods of
data presentation.
e. Assisting in design modification by compiling data related to design, specifications, and
materials that are pertinent to specific items of equipment or component parts; developing
information concerning previous operational failures and modifications, and using
judgment and initiative to recognize inconsistencies or gaps in data and seek sources to
clarify information.

FIELD ENGINEERING TECHNICIAN 4
The Engineering Technician III performs assignments that are not completely standardized or
prescribed, selects or adapts standard procedures or equipment, using fully applicable precedents,
receives initial instructions, equipment requirements, and advice from supervisor or engineer as
needed, performs recurring work independently. Work is reviewed for technical adequacy or
conformity with instructions. This technician performs at this level one or a combination of such
typical duties as:
a. Constructing components, subunits, or simple models or adapts standard equipment; may
troubleshoot and correct malfunctions;
b. Following specific layout and scientific diagrams to construct and package simple
devices and subunits of equipment.
c. Conducting various tests or experiments which may require minor modifications in test
setups or procedures as well as subjective judgments in measurement, selecting,
preparing, and operating standard test equipment and records test data;
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reports, etc., processing data, identifying errors or inconsistencies, selecting methods of
data presentation.
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materials that are pertinent to specific items of equipment or component parts; developing
information concerning previous operational failures and modifications, and using
judgment and initiative to recognize inconsistencies or gaps in data and seek sources to
clarify information.

LOGISTICS SUPPLY CLERK 1, 2, 3
This position performs limited aspects of technical supply management work (e.g., inventory
management, storage management, cataloging, and property utilization) related to depot, local, or
other supply activities. Work usually is segregated by commodity area or function, and
controlled in terms of difficulty, complexity, or responsibility. Assignments usually relate to
stable or standardized segments of technical supply management operations; or to functions or
subjects that are narrow in scope or limited in difficulty. The work generally involves individual
case problems or supply actions. This work may require consideration of program requirements
together with specific variations in or from standardized guidelines. Assignments require:
(a) a good working knowledge of the governing supply systems, programs, policies,
nomenclature, work methods, manuals, or other established guidelines; (b) an
understanding of the needs of the organization serviced; and (c) analytical ability to
define or recognize the dimension of the problems involved, to collect the necessary data
to establish the facts, and take or recommend action based upon application or

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interpretation of established guidelines.
4.0 SIN 334220 Surveillance Systems, Wearable Body Cameras, and Vehicular Video Pricing

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5.0 KBR ECARS TERMS OF SERVICE

June 8, 2021

These Terms of Service (“Terms”) are between KBR Wyle Services, LLC (“KBR,” “Our,” “We,” “Us” or similar terms, successor in interest to KBRwyle Technology Solutions, LLC) and the Federal agency customer Ordering Activity (as defined at FAR 8.401) identified in a Federal agency order under a GSA MAS prime contract (“Customer,” “You,” “Your” or similar terms) who accepts these Terms, or accesses and/or uses the KBR Solutions (as defined below). These Terms govern Customer’s subscription to the KBR Solutions in connection with any paid or Evaluation use of the Solutions. Capitalized terms will have the meaning assigned to such terms where defined throughout these Terms. Each of KBR or Customer is sometimes described in these Terms as a “Party” and together, “Parties,” which Parties agree as follows:

1. License.

1.1. Purchase Order. A “Purchase Order” means a written document such as a purchase order, service order or a similar document agreed to in writing and executed by You and KBR or a KBR approved partner (such as a reseller or distributor and collectively, “Partner”), in each case covering Your subscription to Solutions or Evaluation offering.

1.2. Scope of Agreement. These Terms govern Your access to a subscription to KBR’s platform including its malware protection, detection and remediation solutions, endpoint detection and response solutions, device discovery and control solutions, and other solutions offered by KBR over time, directly or through a Partner, together with the software underlying such products and services and any updates, patches, bug fixes and versions (“Enhancements” to the “KBR Software”, and collectively, the “KBR Solutions” or “Solution(s)”). You agree to accept all Enhancements necessary for the proper function of the Solutions as released by KBR from time to time, and further agree that KBR shall not be responsible for the proper...
performance of the Solutions or security issues encountered with the Solutions related to Your failure to accept Enhancements in a timely manner.

1.3. Related Services and Products. As an active Customer subscribing to the Solutions in accordance with these Terms, during the Subscription Term You may receive and/or subscribe to other related services from KBR, such as support services (“KBR Support”), Technical Account Management (“TAM”), KBR’s Vigilance Service, Incident Response service, or other services (collectively “KBR Services”); and/or You may procure a license to certain KBR products (such “Other KBR Services and Products”); in each of the foregoing, as detailed in a relevant Purchase Order listing any such Other KBR Services and Products. Your subscription to such Other KBR Services and Products may be subject in each case to these Terms as well as the specific terms for each such Other KBR Services and Products which will be provided and incorporated as Exhibits to these Terms as applicable.

1.4. Documentation. All use of the Solutions shall be in accordance with Our then-current published documentation such as technical user guides, installation instructions, articles or similar documentation specifying the functionalities of the Solutions and made available by Us to You through the KBR Knowledge Base on the Customer Portal, as updated from time-to-time in the normal course of business ("Documentation").

1.5. License Grant. Subject to Your continued compliance with the terms and conditions of these Terms, We hereby grant You (directly or through a Partner, as applicable) a worldwide, non-transferable, nonexclusive license during the Subscription Term or any Evaluation Period to install, store, access, use, execute and display the Solutions (including Enhancements) solely in support of Your internal business security and operation, in accordance with the Documentation describing the permissible use of the Solutions ("License"). The License granted herein is limited to the number of physical or virtual computing devices and/or computing environments (such as containers) that can process data ("Endpoints") or the number of SDK copies licensed to You pursuant to a valid Purchase Order. We will make the KBR Software available to You via download from Our website ("Site") at www.KBR.com or other means as may be determined by Us from time to time.

1.6. Other Services. If You decide to enable, access or use third Party products, applications, services, software, networks or other systems, and/or information which may be linked to the Solutions through Our open APIs (collectively, “Other Services”), including integrating such Other Services directly to Your instance of the Solutions, be advised that Your access and use of such Other Services is governed solely by the terms and conditions of such Other Services, and We do not endorse, are not responsible or liable for, and make no representations as to any aspect of such Other Services, including, without limitation, their content or the manner in which they handle data or any interaction between You and the provider of such Other Services, or any damage or loss caused or alleged to be caused by or in connection with Your enablement, access or use of any such Other Services. You may be required to register for or log into such Other Services on their respective websites. By enabling any Other Services, You expressly permit Us to disclose Your Login as well as Your Data to such Other Services as necessary to facilitate Your enablement and use of such Other Services.

1.7. Third Party Service. If You enter into an agreement with a third party to manage the installation, onboarding and/or operation of the Solutions on Your behalf (“Third Party Service”) then You may allow such Third Party Service to use the Solutions provided that (i) as between the Parties, You remain responsible for all obligations under these Terms; (ii) such Third Party Service only uses the Solutions for Your internal purposes and not for the benefit of any third party or the Third Party Service, and agrees to these Terms in providing services to You; and (iii) You remain liable to Us for the Third Party Service’s actions on Your behalf.
2. **Evaluations; Early Adoption and Beta Use.**

2.1. **Evaluation Offering.** If You receive the Solutions for evaluation purposes, then You may use the Solutions for Your own internal evaluation purposes (“Evaluation”) for a period of up to thirty (30) days from the start date of the Evaluation (the “Evaluation Period”), unless otherwise agreed to in the valid Purchase Order covering the Evaluation.

2.2. **Evaluation License and Restrictions.** In addition to the license scope detailed elsewhere in these Terms, during Evaluation You: (i) may install and use, solely during the Evaluation Period, one (1) copy of the Solutions malware protection software for network services (“Server Software”) and up to fifty (50) copies of Endpoints (unless the Purchase Order authorizes a different Evaluation Period, or a different number of copies in a Purchase Order executed by KBR or a Partner and You and referencing these Terms); (ii) may install an evaluation framework of malware and exploit samples to the extent applicable, only on a single computer, in a controlled environment, which is not connected to a production network, with access to only the Your management server, and all in accordance with documentation and materials furnished by KBR directly or through the Partner; (iii) shall comply with the use restrictions in Section 3; and (iv) shall uninstall any portion of the Solutions residing on Your Endpoints after the Evaluation Period, return all Documentation in Your possession to Us and/or Partner, and confirm to Us and/or Partner in writing (email accepted) of such deletion and uninstallation. If the Evaluation offering is a subscription, You understand that We may disable access to the subscription automatically at the end of the Evaluation period without notice to Customer. The Parties shall discuss Evaluation results in good faith during and following the Evaluation Period. All Evaluation results are Confidential Information.

2.3. **Early Adoption or Beta Use.** If You are invited to and agree to participate in KBR’s Early Adoption Program or Beta Program, You acknowledge that Early Adoption or Beta versions of the Solutions are prerelease versions of the Solutions and as such may contain errors, bugs or other defects. Your use and testing of the Early Adoption and/or Beta versions of the Solutions is subject to the disclaimers stated in Section 2.4 below. Your use of Early Adoption and/or Beta versions of the Solutions is subject to KBR’s sole discretion as to length and scope of use, updates and support of such Early Adoption or Beta versions of the Solutions.

2.4. **DISCLAIMER OF WARRANTIES AND LIABILITY.** DURING EVALUATION, OR EARLY ADOPTION OR BETA USE OF THE SOLUTIONS, THE KBR SOLUTIONS ARE OFFERED ON AN “AS IS” BASIS, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING. YOU ASSUME ALL RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOLUTIONS AND ACKNOWLEDGE THAT THE USE OF THE SOLUTIONS MUST BE MADE IN STRICT CONFORMANCE WITH KBR'S INSTRUCTIONS. YOU UNDERSTAND AND AGREE THAT KBR WILL NOT BE LIABLE FOR ANY NETWORK DOWNTIME, SOLUTIONS DOWNTIME, AND/OR IDENTIFYING AREAS OF WEAKNESS IN THE SOLUTIONS. FOR ALL EVALUATIONS, OR EARLY ADOPTION OR BETA USE OF THE SOLUTIONS, WE SHALL HAVE NO LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFIT, LOST OR DAMAGED DATA, LOSS OF PROGRAMS OR INFORMATION OR OTHER INTANGIBLE LOSS ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE SOLUTIONS, OR INFORMATION, OR ANY PERMANENT OR TEMPORARY CESSION OF THE SOLUTIONS OR ACCESS TO INFORMATION, OR THE DELETION OR CORRUPTION OF ANY CONTENT OR INFORMATION, OR THE FAILURE TO STORE ANY CONTENT OR INFORMATION OR OTHER COMMERCIAL OR ECONOMIC LOSS, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF KBR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THAT THEY ARE FORESEEABLE. KBR ALSO IS NOT
RESPONSIBLE FOR CLAIMS BY ANY THIRD PARTY RELATED TO YOUR USE OF THE EVALUATION SOLUTION. WHILE THE SOLUTIONS ARE PROVIDED FREE OF CHARGE FOR EVALUATION, EARLY ADOPTION OR BETA PURPOSES ONLY, KBR'S MAXIMUM AGGREGATE LIABILITY TO YOU SHALL NOT EXCEED US $100. IN JURISDICTIONS WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT ALLOWED THE LIABILITY OF KBR SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.


Except as expressly authorized by these Terms, You may not do any of the following:

(i) modify, disclose, alter, translate or create derivative works of the KBR Solutions (or any components thereof) or any accompanying Documentation;

(ii) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the Solutions (or any components thereof) or any Documentation;

(iii) use the Solutions other than as permitted under these Terms, as directly related to Your internal business operations and in conformity with the Documentation, and not otherwise use the Solutions for any other commercial or business use, including without limitation offering any portion of the Solutions as benefits or services to third parties;

(iv) use the Solutions in violation of any laws or regulations, including, without limitation, to store or transmit infringing, libelous or otherwise unlawful or tortious material, or material in violation of third-party privacy rights;

(v) use the Solutions to store, transmit or test for any viruses, software routines or other code designed to permit unauthorized access, disable, erase or otherwise harm software, hardware or data, or to perform any other harmful actions;

(vi) probe, scan or test the efficacy or vulnerability of the Solutions, or take any action in an effort to circumvent or undermine the Solutions, except for the legitimate testing of the Solutions in coordination with KBR, in connection with considering a subscription to the Solutions as licensed herein;

(vii) attempt or actually disassemble, decompile or reverse engineer, copy, frame or mirror any part or content of the Solutions, or otherwise derive any of the Solutions’ source code;

(viii) access, test, and/or use the Solutions in any way to build a competitive product or service, or copy any features or functions of the Solutions;

(ix) interfere with or disrupt the integrity or performance of the Solutions;

(x) attempt to gain unauthorized access to the Solutions or their related systems or networks;

(xi) disclose to any third party or publish in any media any performance information or analysis relating to the Solutions;

(xii) fail to maintain all copyright, trademark and proprietary notices on the Solutions and any permitted copy thereof; or

(xiii) cause or permit any Solutions user or third party to do any of the foregoing.

4. Ownership and Reservation of Rights.

4.1. Customer. As between the Parties, You reserve all right, title and interest in and to Your Data and all Intellectual Property Rights embodied in Your Data (collectively, the “Customer IP”).

4.2. KBR. As between the Parties, We reserve all right, title and interest in and to the Solutions and any and all Intellectual Property Rights embodied in the KBR Solutions (collectively, the “KBR IP”).

4.3. Reservation of Rights. Each Party reserves all rights not expressly granted in these Terms, and no licenses are granted by one Party to the other Party under these Terms, whether by implication, estoppel or otherwise, except as expressly set forth in these Terms. For the purpose of these Terms, “Intellectual Property Rights” means all patents, copyrights, moral rights, trademarks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction, including any and all revisions, modifications,
translations, extensions, abridgments, condensations or expansions of, and applications and registrations for, any of the foregoing.

5. **Billing, Plan Modifications and Payments.**

5.1. Fees. The fees and payment terms for the Solutions and any Other KBR Services or Products shall be set forth in one or more valid Purchase Orders between You and KBR or a Partner in accordance with the GSA Schedule Pricelist (“Fees”).

5.2. Plan Modifications. If You choose to increase the number of Endpoints You subscribe to under an applicable Purchase Order during Your then-effective Subscription Term (a “Subscription Increase”) or upgrade your subscription to a different subscription plan (“Plan Upgrade”), upon issuance of a Purchase Order by You, We or the Partner will invoice You for the incremental Fees associated with such Subscription Increase and/or Plan Upgrade on a pro rata basis at the price per Endpoint specified in the corresponding valid Purchase Order over the remaining period of such Subscription Term and thereafter in any Renewal Subscription Term purchased by You unless otherwise agreed in a Purchase Order. No Fees refund or credit shall be granted where Customer elects not to use the Solutions on previously subscribed Endpoints.

5.3. Interest and Taxes. Interest on past‐due payments may be charged up to the maximum amount allowed by regulation or statute. We shall state separately on invoices taxes excluded from the fees, and the You agree either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

6. **Privacy, Security and Data Storage.**

6.1. Processing Limitations and Security Obligation. In providing You the Solutions and Other KBR Services and Products, We will (i) store, process and access Your Data only to the extent reasonably necessary to provide you the Solutions and/or Other KBR Services and Products, and to improve the Solutions and Other KBR Services and Products; and (ii) implement and maintain commercially reasonable technical, physical and organizational measures to protect the security, confidentiality and integrity of Your Data hosted by Us or Our authorized third party service providers from unauthorized access, use, alteration or disclosure. “Your Data” means all data and information associated with You which is uploaded to, processed by, generated by, and/or stored within the Solutions by You or through Your use of the Solutions.

6.2. Data Privacy. In these Terms, “Personal Information” shall have the meaning ascribed to such term in KBR’s Privacy Policy attached hereto as Exhibit 1. KBR will handle Your Personal Information in accordance with these Terms, its Privacy Policy, and privacy laws applicable to the Personal Information the Solutions collect when operating in default mode (expressly excluding specific privacy laws applicable to files the Solutions may collect if You elect to trigger certain features resulting in the processing of any file by the Solutions). Such privacy laws include the California Civil Code Sec. 1798.100 et seq. (“CCPA”) and the EU General Data Protection Regulation 2016/679 (“GDPR”) and KBR shall act exclusively as a Service Provider (as defined by CCPA), and Data Processor (as defined in GDPR) and shall retain, use, disclose and process Personal Information solely for the purpose of providing and enhancing the Solutions and Other KBR Services and Products on Your behalf. To the extent You provide to KBR Personal Information of individuals residing in the European Economic Area (“EEA”), You and KBR hereby agree that You shall be deemed the data controller (as defined in GDPR) and any applicable national laws made under it, and where You are established in Switzerland, the Swiss Federal Act of 19 June 1992 on Data Protection, as may be amended or superseded), and in its capacity as Processor of Personal Information, KBR shall process such Personal Information only for the purpose of providing and enhancing the Solutions subject to these Terms, and as otherwise instructed by the controller of such Personal Information.

6.3. Hosting Location. Unless otherwise specifically agreed among the Parties, Your Data may be processed and/or hosted by KBR or its authorized third-party service providers in the United States, the EEA or other locations around the world.

For more information on ordering from Federal Supply Schedules click on the GSA Schedules link at [www.gsa.gov](http://www.gsa.gov)
6.4. Anonymized Data. Notwithstanding anything to the contrary in these Terms, We may monitor, collect, use and store anonymous and aggregate statistics and/or data regarding use of the Solutions solely for Our internal business purposes (including, but not limited to, improving the Solutions and creating new features) and such anonymized and aggregate data shall not be considered Your Data.

6.5. Data Storage. Data are manipulated in two parts, (1) Medium and (2) Reader Device. “Medium” is the disc or cartridge the Data are written upon. “Reader Device” is the storage array, robotic manipulator or other device that reads the Medium. KBR owns the Reader Device and uses it specifically for You and Your Data in order to provide the Solutions. During the period when you are using the Solutions, Data will be transferred to you in the normal course of business as part of the Solutions. KBR can provide the Medium to you for the cost of shipping and handling if desired upon termination of these Terms. You may purchase the Reader Device at that time for a price that will be determined based on the book value of the Reader Device.

7. Confidentiality.

7.1. Definition. “Confidential Information” means all information disclosed (whether in oral, written, or other tangible or intangible form) by one Party (the “Disclosing Party”) to the other Party (the “Receiving Party”) concerning or related to the KBR Solutions and any Other KBR Services and Products or any other information of the Disclosing Party that is marked as confidential or proprietary, or that the Receiving Party knows or reasonably should know is confidential information of the Disclosing Party given the facts and circumstances surrounding the disclosure of the information by the Disclosing Party. Confidential Information includes, but is not limited to, all proprietary and/or non-public technical, business, commercial, financial and/or legal information, such as any and all Solutions information generally shared with Customer and as specifically related to Customer, business plans, product information, pricing, financial plans, know how, Customer information, strategies, and other similar information for example, but excluding Your Data.

7.2. Obligations. The Receiving Party will maintain the Confidential Information in confidence for a period ending three (3) years following the effective date of termination of these Terms and will not use such Confidential Information except as expressly permitted in these Terms (provided that Confidential Information defined as a trade secret under any applicable law shall be maintained in confidence so long as it retains its confidentiality status under such laws). The Receiving Party will use the same degree of care in protecting the Confidential Information as the Receiving Party uses to protect its own confidential and proprietary information from unauthorized use or disclosure, but in no event less than reasonable care. Confidential Information will be used by the Receiving Party solely for the purpose of carrying out the Receiving Party’s obligations under these Terms, and the Receiving Party will only disclose Confidential Information to its directors, officers, employees and/or contractors who have a need to know such Confidential Information in order to perform their duties under these Terms. Each Party may however disclose the terms and conditions of these Terms: (i) to legal counsel of such Party; (ii) to such Party’s accountants, banks, financing sources and their advisors; (iii) in connection with the enforcement of these Terms or rights under these Terms; or (iv) in connection with an actual or proposed merger, acquisition or similar transaction.

7.3. Exceptions. Confidential Information will not include information that: (i) is in or enters the public domain without breach of these Terms through no fault of the Receiving Party; (ii) the Receiving Party can reasonably demonstrate was in its possession without a duty of confidentiality prior to first receiving it from the Disclosing Party; (iii) the Receiving Party can demonstrate was developed by the Receiving Party independently and without use of or reference to the Confidential Information; or (iv) the Receiving Party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation. The Receiving Party may disclose Confidential Information that it is required to disclose by an applicable statute, or by a subpoena or order issued by a court of competent jurisdiction (each, an “Order”). The Receiving Party shall: (a) give the Disclosing Party written notice of any Order within 24 hours after receiving it, provided such notice is not prohibited; and (b) cooperate fully with the Disclosing Party before

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disclosure to provide the Disclosing Party with the opportunity to interpose any objections it may have to disclosure of the information required by the Order and seek a protective order or other appropriate relief. In the event of any dispute between the Parties as to whether specific information is within one or more of the exceptions set forth in this Section 7.3, Receiving Party will bear the burden of proof by clear and convincing evidence that such information is within the claimed exception(s). We recognize that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as “confidential” by the vendor.


8.1. General Representations and Warranties. Each Party represents and warrants the following: (i) it is validly existing and in good standing under the laws of the jurisdiction of its establishment or incorporation; (ii) it has full corporate power and authority to execute, deliver and perform its obligations under these Terms; (iii) the person signing the Purchase Order incorporating these Terms on Customer’s behalf has been duly authorized and empowered to enter into contracts on behalf of the Customer, including authority to enter into these Terms; (iv) these Terms are valid, binding and enforceable against it in accordance with these terms; (v) it shall deliver (as to KBR) and operate (as to Customer) the Solutions in material conformity with the Documentation and the terms herein; and (v) it will perform its obligations under these Terms in accordance with applicable federal or state laws or regulations.

8.2. Conformity with Documentation. We warrant that at any point in time during Your Subscription Term, the most recent release of the Solutions (“Current Release”) will substantially conform in all material respects with the Documentation. KBR’s sole obligation for material non-conformity with this warranty shall be, in KBR’s sole discretion, to use commercially reasonable efforts (i) to provide You with an error-correction or workaround which corrects the reported non-conformity; (ii) to replace the nonconforming portions of the Solutions with conforming items; or (iii) if KBR reasonably determines such remedies to be impracticable within a reasonable period of time, KBR can suspend the provisions of the Solutions until KBR can reasonably ensure the quality of the Solutions and its conformity with the Documentation. The above warranty will not apply: (a) if the Solutions are not used in compliance with the Documentation; (b) if any unauthorized modifications are made to the Solutions by You or any third party; (c) to use of early releases of the Solutions which are not the Current Release or the Solutions release immediately preceding the Current Release; (d) to defects due to accident, abuse or improper use by You; or (e) to Evaluation or Early Adoption use of the Solutions.

8.3. Disclaimer. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 8, EACH PARTY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THESE TERMS AND THE KBR SOLUTIONS, WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, STATUTE, CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT SUCH PARTY KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE), ACCURACY, NON-INFRINGEMENT, CONDITION OF TITLE. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF ANY EXPRESS WARRANTY HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

9. Indemnification Obligations.

9.1. Infringement Indemnity. KBR will indemnify You and Your directors, officers, employees, contractors, agents or other authorized representatives (“Customer Indemnitees”) from and against any and all third party claims, suits, actions or proceedings alleging that Your use of the Solutions infringes or misappropriates such third party’s valid Intellectual Property Right (each a “Claim”). KBR will defend at its expense any such Claim by reason of Your use of the Solutions as permitted hereunder, subject to the requirements of 28 U.S.C. §516, and will pay damages, payments, deficiencies, fines, judgments,
settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys’ fees, costs, penalties, interest and disbursements) finally awarded by a court of competent jurisdiction or included in a settlement approved by KBR. In the event of a Claim pursuant to this Section 9.1, KBR may at its option and expense: (i) obtain for Customer the right to continue to exercise the license granted to Customer under these Terms; (ii) substitute the allegedly infringing component for an equivalent non-infringing component; or (iii) modify the Solutions to make them non-infringing. If (i), (ii), or (iii) is not obtainable on commercially reasonable terms, KBR may terminate these Terms after providing Customer a reasonable time (no less than 30 days) to transition to an alternative solution, unless KBR determines in its reasonable discretion that such use of the Solutions will likely result in infringement and in such case may terminate these Terms effective immediately with concurrent written notice to Customer. In the event of a termination of these Terms pursuant to this Section 9.1, all rights and licenses with respect to the Solutions will immediately cease. KBR’s indemnification obligations do not extend to Claims arising from or relating to: (a) any negligent or willful misconduct of any Customer Indemnitees; (b) any combination of the Solutions (or any portion thereof) by any Customer Indemnitees or any third party with any equipment, software, data or any other materials where the infringement would not have occurred but for such combination, unless such combination is the customary, ordinary, and intended use of the Solutions; (c) any modification to the Solutions by any Customer Indemnitees or any third party where the infringement would not have occurred but for such modification; (d) the use of the Solutions by any Customer Indemnitees or any third party in a manner contrary to the terms of these Terms where the infringement would not have occurred but for such use; or (e) the continued use of the Solutions after KBR has provided a substantially equivalent non-infringing software or service.

9.2. Procedures. KBR’s indemnification obligations under Section 9.1 are conditioned upon Customer: (i) giving prompt written notice of the Claim to KBR as soon as Customer becomes aware of the Claim (provided that failure to provide prompt written notice to KBR will not alleviate KBR’s obligations under Section 9.1 to the extent any associated delay does not materially prejudice or impair the defense of the related Claims); (ii) granting KBR the option to take control of the defense (including granting KBR the right to select and use counsel of its own choosing) and settlement of the Claim (except that Customer’s prior written approval will be required for any settlement that reasonably can be expected to require an affirmative obligation of Customer); and (iii) providing reasonable cooperation to KBR and, at KBR’s request and expense, assistance in the defense or settlement of the Claim. The foregoing is subject to the requirements of 28 U.S.C. §516.

10. Limitation of Liability.

10.1. SUBJECT TO ANY SPECIFIC LIMITATIONS ON LIABILITY STATED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY’S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO KBR (OR PARTNER) UNDER THE APPLICABLE ORDER.

10.2. IN THE EVENT OF A BREACH BY KBR OF SECTION 6 (PRIVACY AND SECURITY), KBR’S TOTAL LIABILITY SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO KBR (OR PARTNER) UNDER THE APPLICABLE ORDER.

10.3. THE LIMITATIONS ON LIABILITY IN SECTIONS 10.1 AND 10.2 SHALL NOT APPLY TO BREACHES OF SECTION 3 (RESTRICTIONS), SECTION 7 (CONFIDENTIALITY) OR TO KBR’S INDEMNIFICATION OBLIGATIONS (SECTION 9), EXCEPT THAT IF YOUR LIABILITY IS LIMITED BY APPLICABLE LAW OR FOR ANY OTHER REASON, OUR LIABILITY WILL BE LIMITED TO THE SAME EXTENT. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL BE DEEMED TO IMPAIR THE U.S. GOVERNMENT’S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31. U.S.C. §§ 3729-3733.

10.4. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL,
ANY INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION 10 WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THESE TERMS IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11. Term, Termination and Effect of Termination.

11.1. Term. Unless otherwise agreed to in writing among Parties or in a valid Purchase Order among You and KBR or a Partner, the term of these Terms will begin on the Effective Date (as defined below) and continue for twelve (12) months (the “Initial Subscription Term”), and thereafter these Terms and the underlying Solutions subscription will renew for additional successive periods if and to the extent a Solutions subscription is purchased through a new or modified Purchase Order (“Renewal Subscription Term” and collectively, “Subscription Term”). Any Subscription Term also may (i) be terminated in accordance with Section 11.2 below; or (ii) be terminated by Us in accordance with Section 9.1.

11.2. Termination. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, We shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. We also may temporarily suspend these Terms by providing concurrent notice to You if We believe that You are using the Solutions in any unauthorized manner likely to cause harm to KBR, the Solutions or a third party, and such harm can only be minimized by suspending the use of the Solutions while a resolution is reached or a dispute resolving such harm is resolved.

11.3. Effect of Termination. Upon any termination of these Terms: (i) all rights and licenses granted to Customer under these Terms will immediately terminate; (ii) all of Our obligations under these Terms (including, Our performance of the KBR Support) will immediately cease; (iii) there will be no refund for any pre-paid and unused Fees as of the termination date (except where You terminate these Terms due to KBR’s material breach or where KBR terminates these Terms under Section 9.1 herein); and (iv) upon receiving a written request from the Disclosing Party, the Receiving Party will promptly return to the Disclosing Party all Confidential Information of the Disclosing Party then in its possession or destroy all copies of such Confidential Information, at the Disclosing Party’s sole discretion and direction. Customer will immediately confirm in writing that it has complied with this Section 11.3(iv) at Our request. Notwithstanding anything to the contrary in these Terms, Sections 3 (Restrictions), 4 (Ownership and Reservation of Rights), 7 (Confidentiality), 8.3 (Disclaimer) 9 (Indemnification Obligations), 10 (Limitation of Liability), 11.3 (Effect of Termination) and 12 (General Provisions) will survive any termination of these Terms.


12.1. Entire Agreement. These Terms, together with all exhibits attached thereto (all of which are incorporated herein by reference), set forth the entire agreement and understanding between KBR and You relating to Your subscription to the Solutions, and the Parties herein expressly agree that as between KBR and You, these Terms supersede all prior or contemporaneous potentially or actually conflicting terms in boilerplates, purchase orders, agreements, proposals, negotiations, conversations, discussions and/or understandings, whether written or oral, with respect to its subject matter. The Parties agree that any term or condition stated in a Purchase Order or any other similar order documentation with a Partner is between You and the Partner and nothing in such terms with the Partner shall serve to modify these Terms.
12.2. Independent Contractors. Neither Party will for any purpose be deemed to be an agent, franchisor, franchise, employee, representative, owner or partner of the other Party, and the relationship between the Parties will only be that of independent contractors. Neither Party will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

12.3. Governing Law and Venue. These Terms will be governed by and construed in accordance with the applicable Federal laws of the USA.

12.4. Publicity. You agree that We may reference and use Your name and trademarks in KBR marketing and promotional materials, including the Site, solely for purposes of identifying You as Our customer. Otherwise, neither Party may use the trade names, trademarks, service marks or logos of the other Party without the express written consent of the other Party. The foregoing is subject to the limitation of GSAR 552.203-71.

12.5. Assignment. Neither these Terms nor any right or duty under these Terms may be transferred, assigned or delegated by a Party by operation of law or otherwise without the prior written consent of the other Party and such consent shall not be unreasonably delayed or withheld. Any attempted transfer, assignment or delegation without such consent will be void and without effect. Notwithstanding the foregoing, each Party may assign these Terms to a successor of substantially all of its business or assets, whether by merger, sale of assets, sale of stock, sale of control, reorganization or otherwise, with written notice to the other Party and provided that such successor in interest agrees in writing to assume all of the assigning Party’s obligations under these Terms. Subject to the foregoing, these Terms will be binding upon and will inure to the benefit of the Parties and their respective representatives, heirs, administrators, successors and permitted assigns. Transfer by KBR is subject to the requirements of GSAR 552.212-4(w)(xi).

12.6. Export Compliance. The Solutions, and KBR Software or other components of the Solutions which We may provide or make available to You for use by Your users are subject to U.S. export control and economic sanctions laws. You agree to comply with all such laws and regulations as they relate to Your access to and use of the Solutions. You shall not access or use the Solutions if You are located in any jurisdiction in which the provision of the Solutions is prohibited under U.S. or other applicable laws or regulations (a “Prohibited Jurisdiction”) and You agree not to grant access to the Solutions to any government, entity or individual located in any Prohibited Jurisdiction. You represent, warrant and covenant that (i) You are not named on any U.S. government list of persons or entities prohibited from receiving U.S. exports or transacting with any U.S. person; (ii) You are not a national of, or a company registered in, any Prohibited Jurisdiction; (iii) You shall not permit users to access or use the Solutions in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (iv) You shall comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which You and users are located. You represent that neither You nor any of Your subsidiaries is an entity that (a) is directly or indirectly owned or controlled by any person or entity currently included on the Specially Designated Nationals and Blocked Persons List or the Consolidated Sanctions List maintained by the Office of Foreign Assets Control, US Department of the Treasury ("OFAC") or other similar list maintained by any governmental entity, or (b) is directly or indirectly owned or controlled by any person or entity that is located, organized, or resident in a country or territory that is, or whose government is, the target of sanctions imposed by OFAC or any other governmental entity.

12.7. Amendments and Waivers. No modification, addition or deletion, or waiver of any rights under these Terms will be binding on a Party unless made in a written agreement executed by a duly authorized representative of each Party; provided that the foregoing shall not preclude the binding effect of any non-material modifications, updates or changes to the Terms by KBR which reflect newly added Other KBR Products and Services, or which reflect new commercial terms offered by KBR. Your continued use of the Solutions after the effective date of updated or modified Terms constitutes consent thereto and such updated or modified Terms shall be binding. No failure or delay (in whole or in part) on the part of a Party to exercise any right or remedy hereunder will operate as a waiver thereof or effect any other right or remedy, and no waiver of one breach or default or any delay in exercising any rights will not constitute a waiver of any
12.8. Notices. Any legal notice (whether these Terms expressly state “written notice” or “notice”) or communication required or permitted to be given hereunder must be in writing, signed or authorized by the Party giving notice, and may be delivered by hand, deposited with an overnight courier, sent by confirmed email, confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving Party as identified in a valid Purchase Order, with a copy to KBR to legal.notices@KBR.com, or at such other address as may hereafter be furnished in writing by either Party to the other Party. Such notice will be deemed to have been given as of the date it is delivered. Notice is effective on the earlier of 5 days from being deposited for delivery or the date on the confirmed facsimile, confirmed email or courier receipt.

12.9. Severability. If any provision of these Terms is deemed invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of these Terms will nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by these Terms is not affected in any manner adverse to any Party. Upon such determination that any provision is invalid, illegal, or incapable of being enforced, the Parties will negotiate in good faith to modify these Terms so as to affect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled.

12.10. Force Majeure. Excusable delays shall be governed by FAR 52.212-4(f) (a “Force Majeure Event”).

This agreement is executed by its incorporation into a Purchase Order signed by an individual with authority to bind You and shall have effect as of the date such Purchase Order is executed between You and KBR or Partner (“Effective Date”).
KBR, Inc. and KBR Wyle Services, LLC 1 https://kbr.com/privacy-policy

Privacy Policy
Thank you for your trust in KBR and for taking the time to read our Privacy Statement. KBR is an engineering, procurement, construction and services group of companies which supports the energy, hydrocarbons, power, industrial, civil infrastructure, minerals, government services and commercial sectors in more than 70 countries. This Privacy Statement is provided to let you know how we protect the privacy of personal information provided to us in connection with the Evidence Collection Archiving Reporting System (ECARS). It is important to know that this Privacy Statement is applicable to information that we collect in the process of registering users of the ECARS, and NOT to data that is or may be collected by customers who use the ECARS service. Customers of the ECARS service own and maintain all data that they collect.

Purpose of This Privacy Statement
This Privacy Statement explains what KBR does with personal information provided to us through our registration site, such as your name, mailing address or email address. It explains in general terms how we collect, use, share, store and safeguard that information, as well as our reasons for collecting it. It also contains information on how to contact us if you have a question or concern.

E.U.-U.S. PRIVACY SHIELD WEBSITE PRIVACY STATEMENT
As further described in KBR's Privacy Shield Notice, KBR, Inc., and KBR Wyle Services, have certified to and comply with the EU-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of human resource personal information transferred from the European Union and/or European Economic Area to the United States. The Privacy Shield principles to which they adhere for that personal data are: Notice; Choice (Consent); Accountability for Onward Transfer; Security; Data Integrity and Purpose Limitation; Access; and Recourse, Enforcement and Liability. To learn more about the Privacy Shield program, and to view our certification, please visit www.privacyshield.gov.

Collection of Your Information
Much of our website does not require any form of registration or identification. However, some functions of our website may require registration, such as those that necessarily require us to identify you in order to answer a question that you may ask. It is up to you to choose whether you want to register for any programs through our site which may be available to you as a user. It may not be possible for you to gain access to certain parts of the site that are restricted to certain registered users. If you register for a KBR program or service, we offer you the option to discontinue your consent ("opting out" or "unsubscribing") if you later decide that you no longer want to participate in the program or service.

Collection of Anonymous Computer Information/“Cookies”
Like virtually all websites, this website collects anonymous information known as “cookies” if your computer is set to allow that type of collection. (You can turn off the ability to collect some of this information on most computers.) This allows us to evaluate how our website performs and to monitor traffic to the site. (For those who are interested in the details, some of the typical computer techniques we may use are "cookies", "internet tags" which are also called "action tags", "single-pixel GIFs", clear GIFs, "invisible GIFs, and "1-by-1 GIFs). If you would like more information about web tags and cookies associated with
on-line advertising or how to opt-out of third-party collection of information, please visit the Network Advertising Initiative website, an independent website not sponsored by or affiliated with KBR.

Sharing Your Information with Third-Parties

KBR does not sell or share your personal information with unaffiliated third-parties, such as marketers, for their own separate use. When you provide personal information to us through our website, it may be accessible to some of our business partners, such as companies we retain to fulfill requests for information or provide assistance to us on specific programs or projects. We require third-party business partners to protect personal information in accordance with applicable laws and in a way that is consistent with KBR’s standards. We also obtain written assurances from them that they will not use your personal information for any separate use or allow other third parties that they may retain to do so.

There may also be instances where we may be required to share your information with third-parties who are not our business partners, such as in connection with fulfilling our legal or compliance obligations. Please note that most entities receiving personally identifiable information under these conditions (e.g., courts, the police, other law enforcement agencies) have legal obligations under the privacy and security laws to protect your information.

Personal Information collected from you may also be transferred to a third party in the event that a part of your business (or this website) is sold, assigned or transferred. If so, we would require the buyer, assignee or transferee to treat your information in accordance with this Privacy Statement.

Sharing Your Information with Other KBR Companies

The information that you provide to us may sometimes be shared with other KBR companies (subsidiaries and affiliates within the KBR global group.) If so, and regardless of the KBR company or its location, we require that they uphold a similar level of protection for your data as that described in this Privacy Statement.

Security and Protection of Your Information

We use appropriate technical, administrative and physical safeguards to protect data that pertains to you from loss, misuse or alteration, and update these safeguards to address new threats and changes in the legal requirements. At the same time, you should recognize that no organization can guarantee the absolute security of personal information.

Transfer of Your Information

When KBR transfers personal information to countries other than the country where the information was provided, we take steps to ensure that your data is protected.

Protection of Children

This website is not intended for use by minors and our business (including our website) is not the type that would naturally attract the attention or interest of minors. We comply with the laws of the U.S. and other countries that protect the privacy of children.

Accessing Your Information

To the extent that KBR holds any identifiable information about individuals that was collected through this website, we comply with applicable laws relating to access and alteration of that data. All requests to update or access your information will be subject to verification of the identity of the requesting individual.

Updates to this Privacy Statement

We may update this Privacy Statement from time to time. If we do so, we apply any changes that we make to personal information that we collect after the changes are posted.

For more information on ordering from Federal Supply Schedules click on the GSA Schedules link at www.gsa.gov
Links to Other Websites

This Privacy Statement applies only to this website and not to any other websites that may be linked to our site. Since we are unable to control the Internet or the websites of our customers or other companies, we cannot be responsible for the standards of websites other than our own. This Privacy Policy is not intended to be linked to any non-KBR website.

Contact Us

If you have any questions about our Privacy Statement, please write to us at: KBR Inc., Attention: Data Privacy Lead, 601 Jefferson, Houston, Texas USA 77002.
PRIVACY SHIELD WEBSITE MATERIALS
KBR, INC. and KBR Wyle Services, LLC
CERTIFYING TO THE E.U.-U.S. PRIVACY SHIELD FRAMEWORK
The following paragraph (and header) will be included in the Company’s Website Privacy Statement:
E.U.-U.S. PRIVACY SHIELD WEBSITE PRIVACY STATEMENT
As further described in KBR’s Privacy Shield Notice, KBR, Inc., and KBR Wyle Services, have certified to and comply with the EU-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of human resource personal information transferred from the European Union and/or European Economic Area to the United States. The Privacy Shield principles to which they adhere for that personal data are: Notice; Choice (Consent); Accountability for Onward Transfer; Security; Data Integrity and Purpose Limitation; Access; and Recourse, Enforcement and Liability. To learn more about the Privacy Shield program, and to view our certification, please visit www.privacyshield.gov.

The following notice will also be available through the Company’s Website (i.e., via the toolbar at the bottom of each page of the website, as well as hyperlinked through the Privacy Shield website commitment paragraph within the Website Privacy Statement (as referenced above):

E.U.-U.S. PRIVACY SHIELD WEBSITE NOTICE
This Privacy Shield Notice is provided by KBR, Inc. and KBR Wyle Services in relation to their certification to the E.U.-U.S. Privacy Shield Framework.

KBR’s Privacy Shield
KBR, Inc. and KBR Wyle Services have certified their adherence to, and comply with, the E.U.-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce, with respect to the collection, use, and retention of human resource personal information transferred from the European Union to the United States.

For purposes of their Privacy Shield certification, human resource personal information includes personal data pertaining to KBR, Inc. and/or KBR Wyle Services employees, exited employees, retirees, temporary personnel, interns, and job applicants.

Privacy Shield Principles

KBR, Inc. and KBR Wyle Services commit to uphold the Privacy Shield principles and surrounding requirements of the E.U.-U.S. Privacy Shield framework, for all human resource personal data under their possession or control which pertains to E.U. individuals. The Privacy Shield principles are: Notice; Choice (Consent); Accountability for Onward Transfer; Security; Data Integrity and Purpose Limitation; Access; and Recourse, Enforcement and Liability. For more information on the E.U.-U.S. Privacy Shield or to view our certification, please visit www.privacyshield.gov.

KBR, Inc. and KBR Wyle Services process human resource personal data of E.U. individuals in connection with offering employment to those individuals, human resource administration, and related legal, compliance, regulatory, financial and accountability purposes.

Third Party Transfers

KBR, Inc. and KBR Wyle Services entrust certain personal data pertaining to E.U. individuals to third-party partners who assist with our business activities or who have regulatory or legal oversight responsibilities in relation to our business activities. We take steps to ensure that the third parties entrusted with E.U. personal data uphold an equivalent level of protection for the data, and also understand that we can be held responsible if our business partners entrusted with E.U. personal data violate those obligations.
Disputes and Resolution

In compliance with the Privacy Shield principles, KBR, Inc. and KBR Wyle Services commit to resolve complaints about their collection or use of E.U. human resource personal data. E.U. individuals with inquiries or complaints regarding our Privacy Shield policies or practices should first contact us by writing to us at: KBR Privacy Shield Program, Legal Department, 601 Jefferson St., Houston, Texas USA 77002. In accordance with our Privacy Shield commitment, we have adopted dispute resolution practices that are designed to evaluate and resolve any complaints or concerns about your privacy and our collection or use of E.U. personal data within thirty (30) days of receipt.

KBR, Inc. and KBR Wyle Services further commit to cooperate with the E.U. supervisory authorities and comply with the advice given by those authorities with regard to unresolved Privacy Shield complaints, including those concerning human resources data transferred from the E.U. in the context of the employment relationship. If E.U. individuals do not receive timely acknowledgment of their complaint, or if we have not addressed a complaint to the individual’s satisfaction, they may contact the E.U. supervisory authorities for additional information or assistance, or to file a complaint. The services of E.U. supervisory authorities are provided at no cost to individuals. You may contact us at the address above for help in identifying the relevant supervisory authority.

Regulatory Oversight and Enforcement

In connection with their Privacy Shield certification, KBR, Inc. and KBR Wyle Services are also subject to investigatory and enforcement authority of the U.S. and E.U. agencies who oversee the Privacy Shield framework, namely the U.S. Federal Trade Commission and the relevant E.U. supervisory authorities.

Right to Binding Arbitration

In accordance with the Privacy Shield framework, E.U. individuals may be able to invoke binding arbitration before a Privacy Shield Panel if they believe that their claim has not been handled by KBR, Inc. and/or KBR Wyle Services in a satisfactory manner.

Rights of Individuals to Access Their Data

E.U. individuals have the right to access personal information about them, and to limit use and disclosure of their personal information. With its Privacy Shield certification, KBR, Inc. and KBR Wyle Services commit to respect and uphold those rights. Should you wish to exercise those rights, the company requests that you contact us at: KBR Privacy Shield Program, Legal Department, 601 Jefferson St., Houston, Texas USA 77002. Please note that there are certain limitations on these rights, as described in the Privacy Shield framework.

Law Enforcement Requests

KBR, Inc. and KBR Wyle Services are required to disclose personal information in response to lawful requests by public authorities, including compliance with national security or law enforcement requirements.

Conflicts

If there is any conflict between the terms in this privacy policy and the Privacy Shield principles, the Privacy Shield principles will govern.