
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 2023

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number: 001-39524

Joby Aviation, Inc.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or other jurisdiction of
incorporation or organization)
333 Encinal Street,
Santa Cruz, CA
(Address of principal executive offices)

98-1548118
(I.R.S. Employer
Identification No.)

95060
(Zip Code)

Registrant's telephone number, including area code: (831) 201-6700

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.0001	JOBY	New York Stock Exchange
Warrants to purchase common stock	JOBY WS	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
Emerging growth company	<input type="checkbox"/>		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

The registrant had 693,799,351 shares of Common Stock outstanding as of August 1, 2023.

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SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

Statements contained in this Quarterly Report on Form 10-Q which are not historical facts are forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Forward-looking statements include, without limitation, statements regarding the future financial position, business strategy and plans and objectives of management of Joby Aviation, Inc. (the "Company," "Joby," "we," "us" or "our"). These statements constitute projections and forecasts and are not guarantees of performance. Such statements can be identified by the fact that they do not relate strictly to historical or current facts. When used in this Quarterly Report, words such as "anticipate," "believe," "continue," "could," "estimate," "expect," "intend," "may," "might," "plan," "possible," "potential," "predict," "project," "should," "strive," "would" and similar expressions may identify forward-looking statements, but the absence of these words does not mean that a statement is not forward-looking.

These forward-looking statements are based on information available as of the date of this Quarterly Report and current expectations, forecasts and assumptions, and involve a number of judgments, risks and uncertainties. While we believe these expectations, forecasts, assumptions and judgments are reasonable, our forward-looking statements are only predictions and involve known and unknown risks and uncertainties, many of which are beyond our control. Our business, prospects, financial condition, operating results and the price of our common stock may be affected by a number of factors, whether currently known or unknown, including but not limited to those discussed in this Quarterly Report in Part I, Item 2. "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the section titled "Risk Factors" in our annual report on Form 10-K for the year ended December 31, 2022, filed with the SEC on March 1, 2023. Any one or more of these factors could, directly or indirectly, cause our actual results, performance or achievements to differ materially from any future results, performance or achievements expressed or implied by these forward-looking statements. Accordingly, forward-looking statements should not be relied upon as representing our views as of any subsequent date, and we do not undertake any obligation to update forward-looking statements to reflect events or circumstances after the date they were made, whether as a result of new information, future events or otherwise, except as may be required under applicable securities laws.

As a result of known and unknown risks and uncertainties, our actual results or performance may be materially different from those expressed or implied by these forward-looking statements. You should not place undue reliance on these forward-looking statements.

PART 1. FINANCIAL INFORMATION
Item 1. Condensed Consolidated Financial Statements (Unaudited)

JOBY AVIATION, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(unaudited)
(In thousands, except share and per share amounts)

	June 30, 2023	December 31, 2022
Assets		
Current assets:		
Cash and cash equivalents	\$ 382,673	\$ 146,101
Short-term investments	812,093	910,692
Total cash, cash equivalents and short-term investments	1,194,766	1,056,793
Restricted cash	—	3,204
Other receivables	9,638	4,021
Prepaid expenses and other current assets	20,347	20,160
Total current assets	1,224,751	1,084,178
Property and equipment, net	92,959	92,103
Operating lease right-of-use assets	23,563	25,149
Restricted cash	762	762
Intangible assets	9,562	12,581
Goodwill	14,011	14,011
Other non-current assets	61,094	64,200
Total assets	\$ 1,426,702	\$ 1,292,984
Liabilities and stockholders' equity		
Current liabilities		
Accounts payable	\$ 4,056	\$ 7,710
Operating lease liabilities, current portion	3,811	3,710
Accrued and other current liabilities	36,226	18,783
Total current liabilities	44,093	30,203
Operating lease liabilities, net of current portion	21,990	23,613
Warrant liability	113,774	28,783
Earnout shares liability	161,248	44,055
Other non-current liabilities	1,045	1,589
Total liabilities	342,150	128,243
Commitments and contingencies (Note 6)		
Stockholders' equity:		
Preferred stock: \$0.0001 par value - 100,000,000 shares authorized. No shares issued and outstanding.	—	—
Common stock: \$0.0001 par value - 1,400,000,000 shares authorized; 692,560,949 and 622,602,815 shares issued and outstanding at June 30, 2023 and December 31, 2022, respectively.	67	61
Additional paid-in capital	2,223,049	1,908,179
Accumulated deficit	(1,134,125)	(734,653)
Accumulated other comprehensive loss	(4,439)	(8,846)
Total stockholders' equity	1,084,552	1,164,741
Total liabilities and stockholders' equity	\$ 1,426,702	\$ 1,292,984

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

JOBY AVIATION, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(unaudited)
(In thousands, except share and per share data)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Operating expenses:				
Research and development (including related party purchases of \$786 and \$583 for the three months ended June 30, 2023 and 2022, respectively, \$914 and \$1,227 for the six months ended June 30, 2023 and 2022, respectively.)	\$ 88,849	\$ 74,205	\$ 164,367	\$ 146,276
Selling, general and administrative (including related party purchases of \$139 and \$128 for the three months ended June 30, 2023 and 2022, respectively, \$163 and \$289 for the six months ended June 30, 2023 and 2022, respectively.)	27,120	25,177	51,318	47,449
Total operating expenses	115,969	99,382	215,685	193,725
Loss from operations	(115,969)	(99,382)	(215,685)	(193,725)
Interest and other income, net	10,683	2,554	19,083	3,311
Income from equity method investment	—	4,581	—	19,039
Gain (Loss) from change in fair value of warrants and earnout shares	(180,737)	42,698	(202,780)	59,512
Total other income (loss), net	(170,054)	49,833	(183,697)	81,862
Loss before income taxes	(286,023)	(49,549)	(399,382)	(111,863)
Income tax expense	56	25	90	30
Net loss	\$ (286,079)	\$ (49,574)	\$ (399,472)	\$ (111,893)
Net loss per share, basic and diluted	\$ (0.45)	\$ (0.09)	\$ (0.64)	\$ (0.19)
Weighted-average common stock outstanding, basic and diluted	636,679,165	581,265,924	621,018,919	580,184,274

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

JOBY AVIATION, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
(unaudited)
(In thousands)

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2023	2022	2023	2022
Net loss	\$ (286,079)	\$ (49,574)	\$ (399,472)	\$ (111,893)
Other comprehensive income (loss):				
Unrealized gain (loss) on available-for-sale securities	1,403	(2,290)	4,648	(4,886)
Foreign currency translation loss	(268)	(160)	(241)	(122)
Total other comprehensive income (loss)	1,135	(2,450)	4,407	(5,008)
Comprehensive loss	<u>\$ (284,944)</u>	<u>\$ (52,024)</u>	<u>\$ (395,065)</u>	<u>\$ (116,901)</u>

The accompanying notes are an integral part of these condensed consolidated financial statements.

JOBY AVIATION, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(unaudited)
(In thousands, except share data)

	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Total Stockholders' Equity
	Shares	Amount				
Balance at January 1, 2023	622,602,815	\$ 61	\$ 1,908,179	\$ (734,653)	\$ (8,846)	\$ 1,164,741
Net loss	—	—	—	(113,393)	—	(113,393)
Stock-based compensation	—	—	14,157	—	—	14,157
Issuance of common stock upon exercise of stock options	945,803	—	614	—	—	614
Issuance of common stock upon release of restricted stock units	5,836,813	—	—	—	—	—
Vesting of early exercised stock options and common stock issued in private placement	—	—	104	—	—	104
Issuance of common stock in private placement	137,174	—	—	—	—	—
Other comprehensive income	—	—	—	—	3,272	3,272
Balance at March 31, 2023	629,522,605	\$ 61	\$ 1,923,054	\$ (848,046)	\$ (5,574)	\$ 1,069,495
Net loss	—	—	—	(286,079)	—	(286,079)
Stock-based compensation	—	—	15,232	—	—	15,232
Issuance of common stock upon exercise of stock options	914,077	—	679	—	—	679
Issuance of common stock upon release of restricted stock units	2,053,991	—	—	—	—	—
Issuance of common stock under the Employee Stock Purchase Plan	1,047,001	—	3,801	—	—	3,801
Issuance of common stock in private placement	59,023,275	6	280,190	—	—	280,196
Vesting of early exercised stock options and common stock issued in private placement	—	—	93	—	—	93
Other comprehensive income	—	—	—	—	1,135	1,135
Balance at June 30, 2023	692,560,949	\$ 67	\$ 2,223,049	\$ (1,134,125)	\$ (4,439)	\$ 1,084,552

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

JOBY AVIATION, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (CONTINUED)
(unaudited)
(In thousands, except share data)

	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Total Stockholders' Equity
	Shares	Amount				
Balance at January 1, 2022	604,174,329	\$ 60	\$ 1,793,431	\$ (476,610)	\$ (122)	\$ 1,316,759
Net loss	—	—	—	(62,319)	—	(62,319)
Stock-based compensation	—	—	12,088	—	—	12,088
Issuance of common stock upon exercise of stock options	823,524	—	428	—	—	428
Issuance of common stock upon release of restricted stock units	851,557	—	—	—	—	—
Vesting of early exercised stock options	—	—	121	—	—	121
Shares withheld related to net share settlement	(13,041)	—	(85)	—	—	(85)
Other comprehensive loss	—	—	—	—	(2,558)	(2,558)
Balance at March 31, 2022	605,836,369	\$ 60	\$ 1,805,983	\$ (538,929)	\$ (2,680)	\$ 1,264,434
Net loss	—	—	—	(49,574)	—	(49,574)
Stock-based compensation	—	—	15,869	—	—	15,869
Issuance of common stock upon exercise of stock options	559,552	—	318	—	—	318
Issuance of common stock upon release of restricted stock units	792,523	—	—	—	—	—
Vesting of early exercised stock options	—	—	65	—	—	65
Other comprehensive loss	—	—	—	—	(2,450)	(2,450)
Balance at June 30, 2022	607,188,444	\$ 60	\$ 1,822,235	\$ (588,503)	\$ (5,130)	\$ 1,228,662

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

JOBY AVIATION, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(unaudited)
(In thousands)

	Six Months Ended	
	June 30,	
	2023	2022
Cash flows from operating activities		
Net loss	\$ (399,472)	\$ (111,893)
Reconciliation of net loss to net cash used in operating activities:		
Depreciation and amortization expense	14,525	11,073
Stock-based compensation expense	42,480	38,862
Loss (Gain) from change in the fair value of warrants and earnout shares	202,780	(59,512)
Income from equity method investment	—	(19,039)
Net accretion and amortization of investments in marketable debt securities	(9,690)	86
Changes in operating assets and liabilities		
Other receivables and prepaid expenses and other current assets	(5,929)	512
Other non-current assets	4,480	22,336
Accounts payable and accrued and other liabilities	2,137	3,064
Non-current liabilities	(1,623)	—
Net cash used in operating activities	(150,312)	(114,511)
Cash flows from investing activities		
Purchases of marketable securities	(281,019)	(867,257)
Proceeds from sales and maturities of marketable securities	393,956	365,155
Purchases of property and equipment	(14,140)	(19,032)
Acquisitions, net of cash	—	(5,707)
Net cash provided by (used in) investing activities	98,797	(526,841)
Cash flows from financing activities		
Proceeds from issuance of common stock in private placement	280,196	—
Proceeds from the issuance of common stock under the Employee Stock Purchase Plan	3,801	—
Proceeds from the exercise of stock options and warrants issuance	1,346	659
Repayments of tenant improvement loan and obligations under finance lease	(460)	(577)
Net cash provided by financing activities	284,883	82
Net change in cash, cash equivalents and restricted cash	233,368	(641,270)
Cash, cash equivalents and restricted cash, at the beginning of the period	150,067	956,325
Cash, cash equivalents and restricted cash, at the end of the period	\$ 383,435	\$ 315,055
Reconciliation of cash, cash equivalents and restricted cash to balance sheets		
Cash and cash equivalents	\$ 382,673	\$ 311,089
Restricted cash	762	3,966
Cash, cash equivalents and restricted cash	\$ 383,435	\$ 315,055
Non-cash investing and financing activities		
Unpaid property and equipment purchases	\$ 1,171	\$ 236
Property and equipment purchased through finance leases	\$ —	\$ 252

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

JOBY AVIATION, INC. AND SUBSIDIARIES
NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(unaudited)

Note 1. Company and Nature of Business

Description of Business

Joby Aviation, Inc. (“Joby Aviation” or the “Company”) is a vertically integrated air mobility company that is building a clean, quiet, fully-electric vertical takeoff and landing (“eVTOL”) aircraft to be used by the Company to deliver air transportation as a service. The Company is headquartered in Santa Cruz, California.

Merger with RTP

On August 10, 2021 (the “Closing Date”), Reinvent Technology Partners, a Cayman Islands exempted company and special purpose acquisition company (“RTP”), completed the transactions contemplated by that certain Agreement and Plan of Merger (the “Merger Agreement”), dated as of February 23, 2021, by and among RTP, RTP Merger Sub Inc., a Delaware corporation and wholly-owned subsidiary of RTP (“RTP Merger Sub”), and Joby Aero, Inc., a Delaware corporation (“Legacy Joby”). On the Closing Date, RTP was domesticated as a Delaware corporation, Merger Sub merged with and into Legacy Joby and the separate corporate existence of Merger Sub ceased (the “Merger”), and Legacy Joby survived as a wholly-owned subsidiary of RTP, which changed its name to Joby Aviation, Inc.

In connection with the execution of the Merger Agreement, RTP entered into separate subscription agreements (each a “Subscription Agreement”) with a number of investors (each a “PIPE Investor”), pursuant to which the PIPE Investors agreed to purchase, and RTP agreed to sell to the PIPE Investors, shares of Common Stock (“PIPE Shares”), in a private placement (“PIPE Financing”). The PIPE Financing closed substantially concurrently with the consummation of the Merger.

The Merger, together with the other transactions described in the Merger Agreement and the PIPE Financing, are referred to herein as the (“Reverse Recapitalization”). The number of Legacy Joby common shares and redeemable convertible preferred shares for all periods prior to the Closing Date have been retrospectively increased using the exchange ratio that was established in accordance with the Merger Agreement. Please refer to Note 3, “Reverse Recapitalization,” in the Company’s annual report on Form 10-K for the year ended December 31, 2022.

Note 2. Summary of Significant Accounting Policies

Basis of Presentation

The Condensed Consolidated Financial Statements are unaudited and have been prepared in conformity with accounting principles generally accepted in the United States of America (“U.S. GAAP”) and include all adjustments necessary for the fair presentation of the Company’s financial position, results of operations and cash flows for the periods presented.

The Condensed Consolidated Financial Statements include accounts of the Company and its wholly-owned subsidiaries. All intercompany balances and transactions have been eliminated in consolidation.

There have been no changes to the Company’s significant accounting policies described in Note 2 “Summary of Significant Accounting Policies” to the audited Consolidated Financial Statements in the Company’s annual report on Form 10-K for the year ended December 31, 2022, that have had a material impact on the Condensed Consolidated Financial Statements and related notes.

Certain information and footnote disclosures normally included in the Company’s annual audited Consolidated Financial Statements and accompanying notes have been condensed or omitted in these accompanying interim Condensed Consolidated Financial Statements and footnotes. Accordingly, the accompanying interim Condensed Consolidated Financial Statements included herein should be read in conjunction with the audited Consolidated Financial Statements and accompanying notes included in the Company’s annual report on Form 10-K for the year ended December 31, 2022.

The results of operations presented in this quarterly report on Form 10-Q are not necessarily indicative of the results of operations to be expected for the year ending December 31, 2023, any other interim periods, or any future year or period. In the opinion of management, these unaudited Condensed Consolidated Financial Statements include all adjustments and accruals, consisting only of normal, recurring adjustments that are necessary for a fair statement of the results of all interim periods reported herein.

Cash, Cash Equivalents, and Restricted Cash

The Company considers all highly liquid investments with remaining original maturity of three months or less from the date of purchase to be cash and cash equivalents. The recorded carrying amount of cash and cash equivalents approximates their fair value. At June 30, 2023 restricted cash primarily related to a security deposit for a lease obligation of approximately \$0.8 million. At December 31, 2022, restricted cash primarily related to (i) approximately \$2.2 million of cash temporarily retained by the Company to satisfy the Company's post-closing indemnification claims, if any, against the seller, in connection with the acquisition of an aerospace software engineering company in May 2022 (Note 4) which was settled during the three months ended June 30, 2023, (ii) a security deposit for a lease obligation of approximately \$0.8 million and (iii) collateral on a letter of credit associated with key equipment purchases of approximately \$1.0 million which was settled during the three months ended March 31, 2023.

Investment in SummerBio, LLC

Following the outbreak of the COVID-19 pandemic, the Company's management determined that certain previously developed technology that was accessible to the Company could be repurposed and applied in providing high-volume rapid COVID-19 testing through its investment in SummerBio, LLC ("SummerBio"), a related party. The Company has determined that it is not the primary beneficiary of SummerBio. Therefore, it accounts for its investment in SummerBio under the equity method of accounting with an ownership interest of approximately 44.5% as of June 30, 2023 and December 31, 2022. In June 2022, SummerBio notified the Company of its decision to wind down testing operations and close the business, which SummerBio substantially completed by the end of December 2022.

The Company recognized income of nil and \$4.6 million (net of impairment loss) for the three months ended June 30, 2023 and 2022, respectively and income of nil and \$19.0 million (net of impairment loss) for the six months ended June 30, 2023 and 2022, respectively, within income from equity method investment on the condensed consolidated statement of operations for its investment in SummerBio.

New Accounting Pronouncements Not Yet Adopted

There are no recent accounting pronouncements applicable to the Company pending adoption that the Company expects will have a material impact on our condensed consolidated financial condition, results of operations, or cash flows.

Note 3. Fair Value Measurements

Assets and liabilities recorded at fair value on a recurring basis in the condensed consolidated balance sheets are categorized based upon the level of judgment associated with the inputs used to measure their fair values. Fair value represents the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. The authoritative guidance on fair value measurements establishes a three-tier fair value hierarchy for disclosure of fair value measurements as follows:

- Level 1 - Inputs are unadjusted, quoted prices in active markets for identical assets or liabilities at the measurement date;
- Level 2 - Inputs are observable, unadjusted quoted prices in active markets for similar assets or liabilities, unadjusted quoted prices for identical or similar assets or liabilities in markets that are not active, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the related assets or liabilities; and
- Level 3 - Unobservable inputs that are significant to the measurement of the fair value of the assets or liabilities that are supported by little or no market data.

A financial instrument's categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement. The Company's assessment of the significance of a particular input to the fair value measurement in its entirety requires management to make judgments and consider factors specific to the asset or liability.

The Company's financial assets consist of Level 1 and 2 assets. The Company classifies its cash equivalents and marketable debt securities within Level 1 or Level 2 because they are valued using either quoted market prices or inputs other than quoted prices which are directly or indirectly observable in the market, including readily-available pricing sources for the identical underlying security which may not be actively traded. The Company's fixed income available-for-sale securities consist of high quality, investment grade securities from diverse issuers. The valuation techniques used to measure the fair value of the Company's marketable debt securities were derived from non-binding market consensus prices that are corroborated by observable market data and quoted market prices for similar instruments.

The Company's financial liabilities measured at fair value on a recurring basis consist of Level 1, Level 2 and Level 3 liabilities. The Company's Public Warrants (as defined in Note 7) are classified as Level 1 because they are directly observable in the market. The Company classifies the Private Placement Warrants (as defined in Note 7) within Level 2, because they were valued using inputs other than quoted prices which are directly observable in the market, including readily available pricing for the Company's Public Warrants. The Company classifies Delta Warrant and Earnout Shares Liability (as defined in Note 7) within Level 3, because they were valued using unobservable inputs that are significant to the fair value measurement. The Delta Warrant and Earnout Shares Liability are measured at fair value on a recurring basis. Changes in fair value of Level 3 liabilities are recorded in total other income (loss), net, in the condensed consolidated statements of operations.

The following tables set forth the fair value of the Company's financial assets and liabilities measured on a recurring basis by level within the fair value hierarchy as of June 30, 2023 and December 31, 2022 (in thousands):

	June 30, 2023			
	Level 1	Level 2	Level 3	Total
Assets measured at fair value				
Money market funds	\$ 155,962	\$ —	\$ —	\$ 155,962
Cash equivalents	\$ 155,962	\$ —	\$ —	\$ 155,962
Term deposits	\$ —	\$ 41,461	\$ —	\$ 41,461
Asset backed securities	—	41,859	—	41,859
Government debt securities	—	355,543	—	355,543
Corporate debt securities	—	373,230	—	373,230
Available-for-sale investments	—	812,093	—	812,093
Total fair value of assets	\$ 155,962	\$ 812,093	\$ —	\$ 968,055
Liabilities measured at fair value				
Common stock warrant liabilities (Public)	\$ 45,713	\$ —	\$ —	\$ 45,713
Common stock warrant liabilities (Private Placement)	—	30,563	—	30,563
Common stock warrant liabilities (Delta)	—	—	37,498	37,498
Warrant liabilities	45,713	30,563	37,498	113,774
Earnout Shares Liability	—	—	161,248	161,248
Total fair value of liabilities	\$ 45,713	\$ 30,563	\$ 198,746	\$ 275,022

	December 31, 2022			
	Level 1	Level 2	Level 3	Total
Assets measured at fair value				
Money market funds	\$ 108,119	\$ —	\$ —	\$ 108,119
Cash equivalents	\$ 108,119	\$ —	\$ —	\$ 108,119
Term deposits	\$ —	\$ 40,709	\$ —	\$ 40,709
Asset backed securities	—	54,707	—	54,707
Government debt securities	—	362,851	—	362,851
Corporate debt securities	—	452,425	—	452,425
Available-for-sale investments	—	910,692	—	910,692
Total fair value of assets	\$ 108,119	\$ 910,692	\$ —	\$ 1,018,811
Liabilities measured at fair value				
Common stock warrant liabilities (Public)	\$ 8,318	\$ —	\$ —	\$ 8,318
Common stock warrant liabilities (Private Placement)	—	5,561	—	5,561
Common stock warrant liabilities (Delta)	—	—	14,903	14,903
Warrant liabilities	8,318	5,561	14,903	28,783
Earnout Shares Liability	—	—	44,055	44,055
Total fair value of liabilities	\$ 8,318	\$ 5,561	\$ 58,958	\$ 72,838

The following is a summary of the Company's available-for-sale securities (in thousands):

	June 30, 2023				
	Cost or Amortized Cost	Unrealized Gains	Unrealized Losses	Allowance for credit losses	Fair value
Assets measured at fair value					
Term deposits	\$ 41,461	\$ —	\$ —	\$ —	\$ 41,461
Asset backed securities	42,035	—	(176)	—	41,859
Government debt securities	356,937	30	(1,425)	—	355,543
Corporate debt securities	375,222	25	(2,018)	—	373,230
Total	\$ 815,655	\$ 55	\$ (3,619)	\$ —	\$ 812,093
	December 31, 2022				
	Cost or Amortized Cost	Unrealized Gains	Unrealized Losses	Allowance for credit losses	Fair value
Assets measured at fair value					
Term deposits	\$ 40,709	\$ —	\$ —	\$ —	\$ 40,709
Asset backed securities	55,016	—	(309)	—	54,707
Government debt securities	367,324	—	(4,473)	—	362,851
Corporate debt securities	455,854	—	(3,429)	—	452,425
Total	\$ 918,903	\$ —	\$ (8,211)	\$ —	\$ 910,692

There were no transfers between Level 1, Level 2 or Level 3 financial instruments in the six months ended June 30, 2023 and 2022.

The following table sets forth a summary of the change in the fair value, which is recognized as a component of total other income (loss), net within the condensed consolidated statement of operations, of the Company's Level 3 financial liabilities (in thousands):

	Earnout Shares Liability	Common stock warrant liabilities (Delta)
Fair value as of January 1, 2023	\$ 44,055	\$ 14,903
Change in fair value	117,193	22,595
Fair value as of June 30, 2023	\$ 161,248	\$ 37,498

The fair value of the Earnout Shares Liability and Common stock warrant liabilities (Delta) (see Note 7) are based on significant unobservable inputs, which represent Level 3 measurements within the fair value hierarchy.

Note 4. Acquisitions

2022 Acquisitions

On March 9, 2022, the Company completed the acquisition of an aerospace composite manufacturing company, whereby it acquired all the purchased assets and assumed selected liabilities in exchange for a total consideration consisting of (i) \$1.5 million in cash, and (ii) RSUs with the aggregate acquisition date value of \$0.1 million. The acquisition was accounted for as a business combination as the assets acquired and liabilities assumed constituted a business in accordance with ASC 805 *Business Combinations*. The purchase consideration of \$1.5 million was allocated to the following: a \$1.1 million in favorable lease assets, \$0.4 million of acquired machinery and equipment, \$0.1 million of acquired current assets, and \$0.1 million of acquired current liabilities.

On May 17, 2022, the Company completed the acquisition of an aerospace software engineering company that specializes in full-lifecycle software and firmware development and verification to aviation regulatory standards, in exchange for total cash consideration of \$7.2 million. The acquisition was accounted for as a business combination as the assets acquired and liabilities assumed constituted a business in accordance with ASC 805 *Business Combinations*. Part of the cash consideration in an amount of \$2.2 million was temporarily retained by the Company to satisfy the Company's post-closing indemnification claims, if any, against the seller. This retained amount of \$2.2 million was released and paid to the seller during the three month ended June 30, 2023.

In relation to the acquisition, the Company issued 790,529 RSUs with an aggregate acquisition date value of approximately \$4.5 million. The Company also paid \$0.5 million to the employees of the acquired company, and settled accounts payable to the acquired company of \$0.2 million. The RSUs vest contingent upon each employee's continued employment with the Company or its subsidiaries, and are recognized as stock-based compensation expense over the RSUs' vesting terms, commencing on the acquisition date.

The purchase consideration of \$7.2 million was, preliminarily, allocated to \$3.3 million of goodwill, primarily resulting from the combined workforce and expected increased regulatory efficiencies, \$2.5 million of total intangible assets comprising of \$2.4 million of acquired customer relationships intangible asset and \$0.1 million of acquired developed technology intangible asset, \$1.5 million of acquired current assets, primarily consisting of cash and accounts receivable, \$0.3 million of acquired fixed assets, and \$0.4 million of acquired current liabilities. Amounts recognized as of the acquisition date are provisional and subject to change within the measurement period as the Company's fair value assessments are finalized. In September 2022, the Company made certain measurement period adjustments, which included a working capital adjustment with the seller in accordance with the agreement terms, resulting in an increase to the purchase consideration of \$0.1 million which was paid during the three months ended December 31, 2022. No other adjustments were made through the end of the measurement period which ended on May 16, 2023.

Note 5. Balance Sheet Components

Property and Equipment, Net

Property and equipment, net consists of the following (in thousands):

	June 30, 2023	December 31, 2022
Equipment	\$ 70,783	\$ 63,656
Buildings	21,384	21,384
Computer software	13,677	10,920
Leasehold improvements	15,600	14,319
Molds and tooling	11,305	10,298
Land	6,270	6,270
Vehicles and aircraft	1,597	1,582
Furniture and fixtures	686	682
Construction in-progress	5,619	6,094
Gross property and equipment	146,921	135,205
Accumulated depreciation and amortization	(53,962)	(43,102)
Property and equipment, net	<u>\$ 92,959</u>	<u>\$ 92,103</u>

Depreciation and amortization expense of property and equipment for the three and six months ended June 30, 2023 was \$0.9 million and \$11.5 million, respectively and \$4.5 million and \$8.6 million for the three and six months ended June 30, 2022, respectively. Vehicles and aircraft includes utility automobiles used at the Company's various facilities and purchased aircraft to support the Company's air operations and training.

Intangible Assets, Net

The intangible assets consist of the following (in thousands):

	June 30, 2023	December 31, 2022
Automation platform software	\$ 7,200	\$ 7,200
Multimodal software technology	4,900	4,900
System simulation software technology	4,600	4,600
Other intangibles	5,328	5,328
Gross intangible assets	22,028	22,028
Accumulated amortization	(12,466)	(9,447)
Intangible assets, net	<u>\$ 9,562</u>	<u>\$ 12,581</u>

Amortization expense related to intangible assets for the three and six months ended June 30, 2023 was \$1.5 million and \$3.1 million, respectively and \$1.4 million and \$2.5 million for the three and six months ended June 30, 2022, respectively. As of June 30, 2023 the weighted-average amortization period of intangible assets was 1.9 years.

The following table presents the estimated future amortization expense of acquired amortizable intangible assets as of June 30, 2023 (in thousands):

Fiscal Year	Amount
2023 (remainder)	\$ 3,041
2024	4,372
2025	2,149
	<u>\$ 9,562</u>

Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consist of the following (in thousands):

	June 30, 2023	December 31, 2022
Prepaid equipment	\$ 4,618	\$ 4,525
Prepaid software	5,013	5,522
Prepaid taxes	518	1,273
Prepaid insurance	6,852	7,702
Other	3,346	1,138
Total	<u>\$ 20,347</u>	<u>\$ 20,160</u>

Other non-current assets

Other non-current assets consist of the following (in thousands):

	June 30, 2023	December 31, 2022
Contractual agreement asset	\$ 59,611	\$ 59,611
Long term prepaid insurance	950	3,770
Other non-current assets	533	819
Total	<u>\$ 61,094</u>	<u>\$ 64,200</u>

Accrued and other current liabilities

Accrued and other current liabilities consist of the following (in thousands):

	June 30, 2023	December 31, 2022
Vendor related accruals	\$ 10,413	\$ 7,508
Payroll accruals	21,425	5,992
Acquisition-related obligation accrual	—	2,167
Other accruals and current liabilities	4,388	3,116
Total	<u>\$ 36,226</u>	<u>\$ 18,783</u>

Note 6. Commitments and Contingencies**Contingencies**

The Company is subject to claims and assessments from time to time in the ordinary course of business. Accruals for litigation and contingencies are reflected in the Condensed Consolidated Financial Statements based on management's assessment, including the advice of legal counsel, of the expected outcome of litigation or other dispute resolution proceedings and/or the expected resolution of contingencies. Liabilities for estimated losses are accrued if the potential losses from any claims or legal proceedings are considered probable and the amounts can be reasonably estimated. Significant judgment is required in both the determination of probability of loss and the determination as to whether the amount can be reasonably estimated. Accruals are based only on information available at the time of the assessment due to the uncertain nature of such matters. As additional information becomes available, management reassesses potential liabilities related to pending claims and litigation and may revise its previous estimates, which could materially affect the Company's condensed consolidated results of operations in a given period. As of June 30, 2023, and December 31, 2022, the Company was not involved in any material legal proceedings.

Indemnifications

In the normal course of business, the Company enters into contracts and agreements that contain a variety of representations and warranties and provide for general indemnifications. The Company's exposure under these agreements

is unknown because it involves claims that may be made against the Company in the future, but that have not yet been made. To date, the Company has not paid any claims or been required to defend any action related to its indemnification obligations. However, the Company may record charges in the future as a result of these indemnification obligations.

The Company has indemnified its Board of Directors and officers, to the extent legally permissible, against all liabilities reasonably incurred in connection with any action in which such individual may be involved by reason of such individual being or having been a director or officer, other than liabilities arising from willful misconduct of the individual. The Company currently has directors' and officers' insurance. The Company believes the estimated fair value of these obligations is minimal. The Company did not record any liabilities in connection with these possible obligations as of June 30, 2023 and December 31, 2022.

Note 7. Stock Warrants and Earnout Shares

Private Placement and Public Warrants

In connection with the Merger, each of the 17,250,000 publicly-traded warrants ("Public Warrants") and 11,533,333 private placement warrants ("Private Placement Warrants" and, together with the Public Warrants, the "Common Stock Warrants") issued to Reinvent Sponsor, LLC (the "Sponsor") in connection with RTP's initial public offering and subsequent overallotment were converted into an equal number of warrants that entitle the holder to purchase one share of the Company's Common stock, par value \$0.0001 ("Common Stock") at an exercise price of \$11.50 per share, subject to adjustments, and will expire five years after the completion of the Merger or earlier upon redemption or the Company's liquidation. Once the Common Stock Warrants become exercisable, the Company may redeem the outstanding Common Stock Warrants subject to certain Common Stock price and other conditions as defined in the Warrant Agreement between RTP and Continental Stock Transfer & Trust Company ("Warrant Agreement") and the Sponsor Agreement by and among the Company, Sponsor and RTP ("Sponsor Agreement"). During the three and six months ended June 30, 2023, no Common Stock Warrants were exercised.

The Private Placement Warrants were initially recognized as a liability on August 10, 2021, at a fair value of \$1.9 million. For the three and six months ended June 30, 2023, the Private Placement Warrants liability was remeasured to fair value as of June 30, 2023, resulting in a loss of \$23.1 million and \$25.0 million, respectively, which is included within the gain (loss) from change in the fair value of warrants and earnout shares in the condensed consolidated statements of operations. For the three and six months ended June 30, 2022, the gain from change in the fair value of private warrants was \$6.5 million and \$5.5 million, respectively.

The Public Warrants were initially recognized as a liability on August 10, 2021 at a fair value of \$2.8 million. For the three and six months ended June 30, 2023, the Public Warrants liability was remeasured to fair value based upon the market price as of June 30, 2023, resulting in a loss of \$34.5 million and \$37.4 million, respectively, classified within the gain (loss) from change in the fair value of warrants and earnout shares in the condensed consolidated statements of operations. For the three and six months ended June 30, 2022, the gain from change in the fair value of public warrants was \$9.7 million and \$8.2 million, respectively.

Earnout Shares Liability

In connection with the Reverse Recapitalization and pursuant to the Sponsor Agreement, Sponsor agreed to certain terms of vesting, lock-up and transfer with respect to the 17,130,000 common shares held by it ("Earnout Shares"). The terms of the Sponsor Agreement specify that the Earnout Shares will vest upon achieving certain specified release events. In accordance with ASC 815 *Derivatives and Hedging*, the Earnout Shares are not indexed to the Common Stock and therefore are accounted for as a liability ("Earnout Shares Liability") as of the Closing Date and subsequently remeasured at each reporting date with changes in fair value recorded as a component of total other income (loss), net in the condensed consolidated statements of operations.

Under the vesting schedule, 20% of the Earnout Shares vest in tranches when the volume-weighted average price of the Company's common stock quoted on the NYSE is greater than \$12.00, \$18.00, \$24.00, \$32.00 and \$50.00 for any 20 trading days within a period of 30 trading days (each such occurrence a "Triggering Event"). After ten years following the consummation of the Merger (the "Earnout Period"), any Earnout Shares which have not yet vested are forfeited. No Earnout Shares vested as of June 30, 2023.

Earnout Shares Liability at the closing of the Merger on August 10, 2021, was \$149.9 million based on a Monte Carlo simulation valuation model using a distribution of potential outcomes on a monthly basis over the Earnout Period using the most reliable information available.

During the three and six months ended June 30, 2023, the Company recognized a loss related to the change in the fair value of the Earnout Shares Liability of \$0.2 million and \$117.2 million, respectively, included within the gain (loss) from change in fair value of warrants and earnout shares in the condensed consolidated statement of operations. During the three and six months ended June 30, 2022, the Company recognized a gain related to the change in the fair value of the Earnout Shares Liability of \$26.4 million and \$45.8 million, respectively.

Assumptions used in the valuation are as follows:

	June 30, 2023	December 31, 2022
Expected volatility	77.10 %	73.70 %
Risk-free interest rate	3.91 %	3.92 %
Dividend rate	0.00 %	0.00 %
Expected term (in years)	8.11	8.61

Delta Warrant

In connection with the umbrella agreement that the Company entered with Delta Air Lines, Inc. (“Delta”) on October 7, 2022, the Company sold and issued to Delta, in private placement, 11,044,232 shares of the Company’s Common Stock, at the per-share purchase price of \$4327, for an aggregate cash consideration of \$60.0 million. In addition, the Company issued a warrant for Delta to purchase up to 12,833,333 shares of the Company’s common stock in two tranches, subject to certain milestone achievement conditions (“Delta Warrant”).

The first and the second tranches of the warrant permit Delta to purchase up to 7,000,000 and 5,833,333 shares of Common Stock at exercise prices of \$10 and \$12, respectively, starting from the date the applicable milestones are satisfied and ending on the ten year anniversary of the warrant issuance date. The number of shares and exercise price for both tranches is subject to value cap adjustment if the 30 day volume weighted average price per share of the Company’s stock exceeds 150% of each respective tranche’s exercise price, but disregarding any price increases occurring within 10 business days after a public announcement of the achievement of an applicable milestone, if any.

The Company concluded that no assets or liabilities were transferred by either party beyond the Company’s issuance of common stock and warrants in exchange for the total cash consideration from Delta, that the umbrella agreement does not constitute a funded research and development agreement in the scope of ASC 730 “*Research and Development*” or a collaborative agreement in the scope of ASC 808 “*Collaborative Agreements*”, and that the Delta Warrant is a freestanding financial instrument not indexed to the Company’s own stock. Accordingly, the Company recognized the issuance of Common Stock as equity in additional paid-in capital on condensed consolidated balance sheets and the Delta Warrant as liability on the condensed consolidated balance sheets at fair value.

The Delta Warrant issuance was initially recognized as a liability on October 7, 2022, at a fair value of \$6.1 million based on a Monte Carlo simulation valuation model using the most reliable information available. During the three and six months ended June 30, 2023, the Delta Warrant’s liability was remeasured to fair value as of June 30, 2023, resulting in a loss of \$18.4 million and \$22.6 million, respectively, which is included within the gain (loss) from change in the fair value of warrants and earnout shares in the condensed consolidated statements of operations.

Assumptions used in the valuation of Delta Warrants are as follows:

	June 30, 2023	December 31, 2022
Expected volatility	77.60 %	75.10 %
Risk-free interest rate	3.85 %	3.89 %
Dividend rate	— %	— %
Expected term (in years)	9.3	9.8

Note 8. Stockholders' Equity

On May 5, 2023, the Company issued 43,985,681 shares of common stock at a price of \$4.10 per share in a registered direct offering to certain institutional investors for net proceeds of \$180.2 million, after deducting offering expenses payable by the Company of \$0.2 million.

On June 29, 2023, the Company issued 15,037,594 shares of common stock at a price of \$6.65 per share in a private placement to SK Telecom, Co., Ltd., a corporation organized under the laws of the Republic of Korea ("SKT") for net proceeds of \$99.9 million, after deducting offering expenses payable by the Company of \$0.1 million. In connection with the investment, the Company entered into an agreement with SKT (the "Registration Rights Agreement") with respect to the issued shares (the "Registrable Securities") under which, subject to certain requirements and customary conditions, SKT may require the Company to register the Registrable Securities as described in the Registration Rights Agreement. The Registration Rights Agreement contains additional customary covenants between the Company and SKT and certain restrictions on transfer of the Registrable Securities. The registration rights will terminate at such time as Rule 144 is available for the sale of all of the Registrable Securities without limitation during a three-month period without registration and in certain events related to a change of control.

Note 9. Stock-based Compensation

Equity Compensation Plans

In November 2016, the Company's Board of Directors adopted the 2016 Stock Option and Grant Plan ("2016 Plan") under which officers, employees, directors, consultants and other key persons of the Company or its affiliates may be granted incentive stock options, nonstatutory stock options, stock appreciation rights, restricted stock and restricted stock units. On August 10, 2021, the Company's Board of Directors amended the 2016 Plan to provide that no new awards could be granted under the 2016 Plan.

Under the 2016 Plan, stock options are generally granted with an exercise price equal to the estimated fair value of the Company's common stock, as determined by the Company's Board of Directors on the date of grant. Options generally have contractual terms of ten years. Incentive stock options (ISO) may only be granted to employees, whereas all other stock awards may be granted to employees, directors, consultants and other key persons.

Outstanding options generally vest over six years, contain a one year cliff, are exercisable immediately and, upon early exercise, are subject to repurchase by the Company at the original exercise price. If an ISO is granted to an optionee who, at the time of grant, owns more than 10% of the voting power of all classes of capital stock, the term of the ISO is five years. Options issued under the 2016 Plan must be priced at no less than the fair value of the shares on the date of the grant provided, however, that the exercise price of an option granted to a 10% stockholder is not less than 110% of the fair value of the shares on the date of grant. The Board of Directors determines the exercisability provisions of a stock option agreement at its sole discretion.

On August 10, 2021, the Company adopted the 2021 Equity Incentive Plan ("2021 Plan"). Under the 2021 Plan, the Company can grant incentive stock options, nonstatutory stock options, stock appreciation rights, restricted stock, restricted stock units and performance awards to employees, directors and consultants. The number of shares available for issuance under the 2021 Plan will be increased on the first day of each fiscal year, beginning on January 1, 2022, in an amount equal to the lesser of (i) a number of shares equal to four percent (4%) of the total number of shares of all classes of common stock of the Company outstanding on the last day of the immediately preceding fiscal year, or (ii) such number of shares determined by the Company's Board of Directors. On January 1, 2023, the number of shares available for issuance under 2021 plan increased by 24,904,113 shares.

Restricted Stock Units

The summary of RSU activity is as follows (in thousands, except per share data):

	Number of Units	Weighted-Average Grant Date Fair Value Per Share	Aggregate Intrinsic Value (in thousands)
Balances—December 31, 2022	28,537,127	\$ 5.75	\$ 95,599
Granted	10,363,363	\$ 6.44	
Vested	(7,893,293)	\$ 4.86	
Forfeited	(1,390,467)	\$ 6.25	
Balances—June 30, 2023	<u>29,616,730</u>	<u>\$ 6.20</u>	<u>\$ 303,868</u>

On December 16, 2021, the Company's Board of Directors approved a performance-based bonus program under which RSUs were awarded in connection with the achievement of specified goals to be achieved in 2022 ("2022 Bonus Plan"). The RSUs awarded under 2022 Bonus Plan vested on January 1, 2023 and are included in Restricted Stock Units activity for the six months ended June 30, 2023.

On February 27, 2023, the Company's Compensation Committee of the Board of Directors ("Compensation Committee") approved a performance-based bonus program under which RSUs will be awarded in connection with the achievement of specified goals in 2023 ("2023 Bonus Plan"). The RSU awards will be granted when the achievement of each goal is approved by the Compensation Committee in 2023, and the RSUs will vest in equal installments in each of January, February, March and April 2024 provided the employee or consultant continues to be a service provider through the relevant vesting dates. The target bonus opportunity is equal to 30% of the employee's base salary as of the applicable grant date, with stretch bonus goals that are one-third higher than the target amounts unless otherwise established by the Compensation Committee. In accordance with ASC 718 *Compensation - Stock Compensation*, awards under 2023 Bonus Plan and 2022 Bonus Plan are classified as a liability until such time that the respective milestones are met, at which point the liability is reclassified to equity. If it is determined that the milestone cannot be met, the liability will be reversed.

In June 2023, the Compensation Committee approved long-term incentive performance-based RSU awards ("LTI Awards") to certain employees of the Company. The LTI Awards vest in a single installment on June 21, 2026, provided that (i) certain performance conditions are met on or prior to that date and (ii) the employee continues to be a service provider through the vesting date.

The Company considers the probability of achieving each of the performance goals at the end of each reporting period and recognizes expense over the requisite service period when achievement of the goal is determined to be probable, and adjusts the expense if the probability of achieving the goal later changes.

The Company recorded stock-based compensation expense of \$11.3 million and \$14.6 million during the three and six months ended June 30, 2023, respectively, in relation to 2023 Bonus Plan and LTI awards. The Company recorded stock-based compensation expense of \$7.5 million and \$14.8 million during the three and six months ended June 30, 2022, respectively, in relation to the 2022 Bonus Plan.

Employee Stock Purchase Plan

On August 10, 2021, the Company adopted the 2021 Employee Stock Purchase Plan ("2021 ESPP"). Under the 2021 ESPP, participating employees may be offered the option to purchase shares of the Company's Common Stock at a purchase price which equals 85% of the fair market value of the Company's common stock on the enrollment date or on the exercise date, whichever is lower. The number of shares of common stock available for issuance under the 2021 ESPP will be increased on the first day of each fiscal year beginning on January 1, 2022, in an amount equal to the lesser of (i) a number of shares of common stock equal to half percent (0.5%) of the total number of shares of all classes of common stock of the Company on the last day of the immediately preceding fiscal year, or (ii) such number of shares determined by the Company's Board of Directors. On January 1, 2023, the number of shares available for issuance under 2021 ESPP increased by 3,113,014 shares. The 2021 ESPP's first offering and purchase periods began in November 2022 and the first purchase period ended in May 2023. As of June 30, 2023, the Company has issued 1,047,001 shares under the 2021 ESPP. The stock-based compensation expense recognized for the 2021 ESPP was \$0.8 million and \$1.7 million for the three and six months ended June 30, 2023, respectively.

Stock-based Compensation Expense

The following sets forth the total stock-based compensation expense for the Company's stock awards included in the Company's condensed consolidated statements of operations (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Research and development expenses	\$ 20,158	\$ 13,387	\$ 33,202	\$ 28,110
Selling, general and administrative expenses	5,064	6,046	9,278	10,752
Total stock-based compensation expense	\$ 25,222	\$ 19,433	\$ 42,480	\$ 38,862

Shares subject to repurchase

The Company allows certain option holders to exercise unvested options to purchase shares of common stock. Common shares received from such early exercises are subject to a right of repurchase at the original issuance price. The Company's repurchase right with respect to these shares lapses as the shares vest. These awards are typically subject to a vesting period of six years. As of June 30, 2023 and December 31, 2022, 2,779,501 and 3,923,509 shares, respectively, were subject to repurchase at a weighted average price of \$0.10 per share and \$0.10 per share, respectively, and \$0.3 million and \$0.4 million, respectively, was recorded within the other non-current liabilities on the Company's condensed consolidated balance sheets.

In addition, upon completion of the Reverse Recapitalization 2,677,200 Series C Preferred shares which were subject to time-based vesting conditions were converted to restricted common shares. As of June 30, 2023 and December 31, 2022, the number of such shares that were subject to repurchase was 1,785,208 and 2,007,595, respectively.

Note 10. Related Party Transactions

The Company's Chief Executive Officer and founder has ownership interests in certain vendors providing services to the Company. The services purchased from these vendors include rent of office space and certain utilities and maintenance services related to the property on which the rented premises are located. Expenses and related payments to these vendors totaled \$0.2 million and \$0.3 million during the three and six months ended June 30, 2023, respectively and \$0.2 million and \$0.4 million during the three and six months ended June 30, 2022, respectively.

In addition, the Company entered into certain transactions with SummerBio in the year ended December 31, 2022. These transactions included purchases of COVID-19 testing services for the Company's employees and certain assets for a total amount of nil during the three and six months ended June 30, 2023 and \$0.5 million and \$1.1 million during the three and six months ended June 30, 2022, respectively.

Toyota Motor Corporation ("Toyota") is a beneficial owner of more than 10% of the voting interests of the Company and has the right to designate a director for election to the Company's Board of Directors. Toyota is developing prototypes and supplying parts and materials for some of the Company's manufactured subassembly components. The Company made payments to Toyota for these parts and materials totaling \$0.8 million during the three and six months ended June 30, 2023 and nil during each of the three and six months ended June 30, 2022.

Note 11. Net Loss per Share Attributable to Common Stockholders

Basic net loss per share is computed by dividing the net loss by the weighted-average number of common shares outstanding for the period. Because the Company reported a net loss for the three and six months ended June 30, 2023 and 2022, the number of shares used to calculate diluted net loss per common share is the same as the number of shares used to calculate basic net loss per common share for those periods presented because the potentially dilutive shares would have been antidilutive if included in the calculation.

The following table sets forth the computation of basic and diluted net loss per share attributable to common stockholders (in thousands, except share and per share data):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Numerator:				
Net loss attributable to common stockholders	\$ (286,079)	\$ (49,574)	\$ (399,472)	\$ (111,893)
Denominator:				
Weighted-average shares outstanding	636,679,165	581,265,924	621,018,919	580,184,274
Net loss per share attributable to common stockholders, basic and diluted	\$ (0.45)	\$ (0.09)	\$ (0.64)	\$ (0.19)

The following outstanding shares of potentially dilutive securities were excluded from the computation of diluted net loss per share attributable to common stockholders for the periods presented because including them would have been antidilutive:

	June 30, 2023
Common stock warrants	28,783,333
Unvested restricted stock units	29,616,730
Unvested early exercised common stock options	2,779,501
Options to purchase common stock and unvested restricted stock awards	16,615,520
Earnout Shares	—
Total	<u>77,795,084</u>

	June 30, 2022
Common stock warrants	28,783,333
Unvested restricted stock units	23,480,861
Unvested early exercised common stock options	5,381,017
Options to purchase common stock and unvested restricted stock awards	21,626,741
Earnout Shares	17,130,000
Total	<u>96,401,952</u>

Note 12. Subsequent Events

The Company evaluated subsequent events and transactions that occurred up to the date financial statements were issued. The Company did not identify any subsequent events or transactions that would have required adjustment or disclosure in the financial statements.

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations.

The following discussion and analysis provides information that our management believes is relevant to an assessment and understanding of our condensed consolidated results of operations and financial condition. The discussion should be read together with our Condensed Consolidated Financial Statements and related notes appearing elsewhere in this Quarterly Report on Form 10-Q. This discussion and analysis includes forward looking statements that involve risks and uncertainties. Please see the section of this Quarterly Report on Form 10-Q titled “Special Note Regarding Forward-Looking Statements.”

Overview

We have spent more than a decade designing and testing a piloted all-electric aircraft that can take off and land vertically, while cruising like a traditional airplane. The aircraft is quiet when taking off, near silent when flying overhead and is designed to transport a pilot and four passengers at speeds of up to 200 mph, with a range optimized for urban markets of 100 miles on a single charge. The low noise enabled by the all-electric powertrain will allow the aircraft to operate around dense, urban areas while blending into the background noise of cities. With more than 1,000 successful test flights already completed, and as the first eVTOL aircraft developer to receive a signed, stage 4 G-1 certification basis, we believe we are well positioned to be the first eVTOL manufacturer to earn airworthiness certification from the Federal Aviation Administration (“FAA”).

We do not currently intend to sell these aircraft to third parties or individual consumers. Instead, we plan to manufacture, own and operate our aircraft, building a vertically integrated transportation company that will deliver transportation services to our customers, including the U.S. Air Force through contracted operations, and to individual end-users through a convenient app-based aerial ridesharing platform. Our goal is to begin initial service operations with the Department of Defense in 2024, followed by commercial passenger operations in 2025. We believe this business model will generate the greatest economic returns, while providing us with end-to-end control over the customer experience to optimize for customer safety, comfort and value. There may be circumstances in which it is either required (for example, due to operating restrictions on foreign ownership in other countries) or otherwise desirable to sell aircraft in the future. While we do not expect this would change our core focus on building a vertically integrated transportation company, we may choose to sell aircraft in circumstances where we believe there is a compelling business reason to do so.

Since our inception in 2009, we have been primarily engaged in research and development of eVTOL aircraft. We have incurred net operating losses and negative cash flows from operations in every year since our inception. As of June 30, 2023, we had an accumulated deficit of \$1.1 billion. We have funded our operations primarily with proceeds from the issuance of stock, convertible notes and the proceeds from the merger described below.

The Merger

We entered into an Agreement and Plan of Merger (the “Merger Agreement”) on February 23, 2021, with Reinvent Technology Partners, a special purpose acquisition company (“RTP”). Pursuant to the Merger Agreement, on August 10, 2021 (the “Closing Date”), Joby Aero, Inc. (“Legacy Joby”) was merged with and into a wholly-owned subsidiary of RTP (the “Merger”). Legacy Joby survived as a wholly-owned subsidiary of RTP, which was renamed Joby Aviation, Inc. (“Joby Aviation”).

The Merger is accounted for as a reverse capitalization in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”). Under this method of accounting, RTP is treated as the “acquired” company for financial reporting purposes. Accordingly, for accounting purposes, the financial statements of Joby Aviation represent a continuation of the financial statements of Legacy Joby, with the Merger being treated as the equivalent of Joby Aviation issuing stock for the net assets of RTP, accompanied by a recapitalization. Legacy Joby operations prior to the Merger are presented as those of Joby Aviation. The Merger, which raised \$1,067.9 million, has significantly impacted our capital structure and operating results, supporting our product development, manufacturing and commercialization efforts.

As a result of becoming a reporting company with the SEC and NYSE-listed company, we have hired and will continue to hire additional personnel and implement procedures and processes to address public company regulatory requirements and customary practices. We expect to incur additional annual expenses as a public company for, among other things, directors’ and officers’ liability insurance, director fees, and additional internal and external accounting, legal and administrative resources.

All shares and per share amounts of Legacy Joby for all presented periods have been retrospectively adjusted using the exchange ratio that was established in accordance with the Merger Agreement (the “Exchange Ratio”).

Key Factors Affecting Operating Results

For a more comprehensive discussion of the risks and uncertainties that could impact the Company's business, please see the section entitled "Risk Factors" in the Company's annual report on Form 10-K for the year ended December 31, 2022.

Development of the Urban Air Mobility ("UAM") market

Our revenue will be directly tied to the continued development of short distance aerial transportation. While we believe the market for UAM will be large, it remains undeveloped and there is no guarantee of future demand. We are targeting initial service with the Department of Defense beginning in 2024, followed by commercial passenger operations in 2025, and our business will require significant investment leading up to launching these services, including, but not limited to, final engineering designs, prototyping and testing, manufacturing, software development, certification, pilot training, infrastructure and commercialization.

We believe one of the primary drivers for adoption of our aerial ridesharing service is the value proposition and time savings offered by aerial mobility relative to traditional ground-based transportation. Additional factors impacting the pace of adoption of our aerial ridesharing service may include but are not limited to: perceptions about eVTOL quality, safety, performance and cost; perceptions about the limited range over which eVTOL may be flown on a single battery charge; volatility in the cost of oil and gasoline; availability of competing forms of transportation, such as ground, air taxi or ride-hailing services; the development of adequate infrastructure; consumers' perception about the safety, convenience and cost of transportation using eVTOL relative to ground-based alternatives; and increases in fuel efficiency, autonomy, or electrification of cars. In addition, macroeconomic factors could impact demand for UAM services, particularly if end-user pricing is at a premium to ground-based transportation alternatives or more permanent work-from-home behaviors persist following the COVID-19 pandemic. We anticipate initial operations with our U.S. government customers to be followed by operations in selected high-density metropolitan areas where traffic congestion is particularly acute and operating conditions are suitable for early eVTOL operations. If the market for UAM does not develop as expected, this would impact our ability to generate revenue or grow our business.

Competition

We believe that the primary sources of competition for our service are ground-based mobility solutions, other eVTOL developers/operators and local/regional incumbent aircraft charter services. While we expect to be first to market with an eVTOL facilitated aerial ridesharing service, we expect this industry to be dynamic and increasingly competitive; and our competitors could get to market before us, either generally or in specific markets. Even if we are first to market, we may not receive any competitive advantage or may be overtaken by other competitors. If new or existing aerospace companies launch competing solutions in the markets in which we intend to operate or obtain large-scale capital investment, we may face increased competition. Additionally, our competitors may benefit from our efforts in developing consumer and community acceptance for eVTOL aircraft and aerial ridesharing, making it easier for them to obtain the permits and authorizations required to operate an aerial ridesharing service in the markets in which we intend to launch or in other markets. If we do not capture the first mover advantage that we anticipate, it may harm our business, financial condition, operating results and prospects. For a more comprehensive discussion, please see the section entitled "Risk Factors" in our annual report on Form 10-K for the year ended December 31, 2022.

Government Certification

We agreed to a signed, stage 4 "G-1" certification basis for our aircraft with the FAA in 2020. This agreement lays out the specific requirements that need to be met by our aircraft for it to be certified for commercial operations. Reaching this milestone marks a key step on the way towards certifying any new aircraft in the U.S. Our aircraft was originally intended to be certified in line with the FAA's existing Part 23 requirements for Normal Category Airplanes, with special conditions introduced to address requirements specific to our unique aircraft. In May 2022, the FAA indicated that they were revisiting the decision to certify all eVTOLs under Part 23 and would, instead, require certification under the "powered lift" classification. Based on the FAA's revised certification requirements, we re-signed an updated stage 4 "G-1" certification basis in July 2022 and it was published in the federal register in November 2022.

In 2022, we received our Part 135 operating certificate, which is required for us to operate an on-demand air service. While that currently allows us to operate the service with conventional aircraft, the FAA will need to publish operational regulations related to eVTOLs before we add our aircraft to our Part 135 operating certificate. The FAA has indicated that they do not expect the relevant operational regulations, or Special Federal Aviation Regulations ("SFARs"), for eVTOL aircraft to be finalized until late 2024. If the publication of the SFARs is further delayed, if the FAA requires further modifications to our existing G-1 certification basis, or if there are other regulatory changes or revisions, this could delay our ability to obtain type certification, and could delay our ability to launch our commercial passenger service.

In addition to certifying our aircraft, we will also need to obtain authorizations and certifications related to the production of our aircraft and the deployment of our aerial ridesharing service. While we anticipate being able to meet the requirements of such authorizations and certifications, we may be unable to obtain such authorizations and certifications, or to do so on the timeline we project. If we fail to obtain any of the required authorizations or certifications, or do so in a timely manner, or if any of these authorizations or certifications are modified, suspended or revoked after we obtain them, we may be unable to launch our commercial service or do so on the timelines we project, which would have adverse effects on our business, prospects, financial condition and/or results of operations.

Agility Prime

In December 2020, we became, to the best of our knowledge, the first company to receive airworthiness approval for an eVTOL aircraft from the U.S. Air Force, and in the first quarter of 2021, we officially began on-base operations under contract pursuant to the U.S. Air Force's Agility Prime program. Our multi-year relationship with the Department of Defense and other U.S. government agencies provides us with a compelling opportunity to more thoroughly understand the operational capabilities and maintenance profiles of our aircraft in advance of commercial launch. In addition to the operational learnings and advanced research support, our contracts, which we expanded in July 2022 and again in April 2023, have a total potential value of more than \$131 million through 2026. We are actively pursuing additional contracts and relationships that would further secure these on-base operations going forward. Our U.S. government contracting party may modify, curtail or terminate its contracts with us without prior notice, either at its convenience or for default based on performance, or may decline to accept performance or exercise subsequent option years. We may also be unable to secure additional contracts or continue to grow our relationship with the U.S. government and/or Department of Defense.

Impact of COVID-19

The impact of COVID-19, including changes in consumer and business behavior, pandemic fears and market downturns, and restrictions on business and individual activities, created significant volatility in the global economy and led to reduced economic activity. The spread of COVID-19, as well as the emergence of variants, also created disruptions in the manufacturing, delivery and overall supply chain for manufacturers and suppliers, and led to a decrease in the need for transportation services around the world.

As a result of the COVID-19 pandemic, we modified our business practices and implemented additional safety protocols for our on-site employees and contractors which we periodically update in an effort to respond to the latest public health guidance and to reduce the risk of exposure to COVID-19 or other seasonal illnesses. Although many governmental and other restrictions have been relaxed or eliminated, the emergence of additional variants may cause us to take further actions, or modify our current COVID-19 related business practices, as may be required by government authorities or that we determine are in the best interests of our employees, customers, suppliers, vendors and business partners.

Fully-Integrated Business Model

Our business model is to serve as a fully-integrated eVTOL transportation service provider. Present projections indicate that payback periods on aircraft will result in a viable business model over the long-term as production volumes scale and unit economics improve to support sufficient market adoption. As with any new industry and business model, numerous risks and uncertainties exist. Our projections are dependent on certifying and delivering aircraft on time and at a cost that will allow us to offer our service at prices that a sufficient number of customers will be willing to pay for the time and efficiency savings they receive from utilizing our eVTOL services. Our aircraft include parts and manufacturing processes unique to eVTOL aircraft, in general, and our product design, in particular. We have used our best efforts to estimate costs in our planning projections; however, the variable cost associated with assembling our aircraft at scale remains uncertain at this stage of development. Our fully-integrated business model also relies, in part, on developing and certifying component parts rather than sourcing already certified parts from third-party suppliers. While we believe this model will ultimately result in a more performant aircraft and better operating economics, the increased time and effort required to develop and certify these components may result in delays compared to alternative approaches. Our fully-integrated approach is also dependent on recruiting, developing and retaining the right talent at the right time to support engineering, certification, manufacturing, and go-to-market operations. As we progress through the certification process, we will have an increasing need to accelerate hiring in selected areas. If we are unable to add sufficient headcount it could impact our ability to meet our expected timelines for certification and entry into service.

The success of our business also is dependent, in part, on the utilization rate of our aircraft, which is the amount of time our aircraft spend in the air carrying passengers. We intend to maintain a high daily aircraft utilization rate, and reductions in utilization will adversely impact our financial performance. High daily aircraft utilization is achieved in part by reducing turnaround times at airports. Aircraft utilization is reduced by delays and cancellations from various factors, many of which are beyond our control, including adverse weather conditions, security requirements, air traffic congestion and

unscheduled maintenance events. Our aircraft may not be able to fly in poor weather conditions, including snowstorms, thunderstorms, high winds, lightning, hail, known icing conditions and/or fog. Our inability to operate in these conditions will reduce our aircraft utilization and cause delays and disruptions in our services.

Components of Results of Operations

Research and Development Expenses

Research and development expenses consist primarily of personnel expenses, including salaries, benefits, and stock-based compensation, costs of consulting, equipment and materials, depreciation and amortization and allocations of overhead, including rent, information technology costs and utilities. Research and development expenses are partially offset by payments we received in the form of government grants, including those received under the Agility Prime program.

We expect our research and development expenses to increase as we increase staffing to support aircraft engineering and software development, build aircraft, and continue to explore and develop next generation aircraft and technologies.

Selling, General and Administrative Expenses

Selling, general and administrative expenses consist of personnel expenses, including salaries, benefits, and stock-based compensation, related to executive management, finance, legal, and human resource functions. Other costs include business development, contractor and professional services fees, audit and compliance expenses, insurance costs and general corporate expenses, including allocated depreciation, rent, information technology costs and utilities.

We expect our selling, general and administrative expenses to increase as we hire additional personnel and consultants to support our operations and comply with applicable regulations, including the Sarbanes-Oxley Act ("SOX") and other SEC rules and regulations.

Investment in SummerBio, LLC

Following the outbreak of the COVID-19 pandemic, our management determined that certain previously developed technology that was accessible to us could be repurposed and applied to providing high-volume, rapid COVID-19 diagnostic testing, through its investment in, SummerBio, LLC ("SummerBio"), a related party. The Company accounts for its investment in SummerBio under the equity method of accounting with an ownership interest of approximately 44.5% as of December 31, 2022 and June 30, 2023. In June 2022, SummerBio notified us of its decision to wind down testing operations and close the business which SummerBio substantially executed by the end of December 2022.

The Company recognized income of nil and 19.0 million for the six months ended June 30, 2023 and 2022, respectively.

Gain (Loss) from changes in Fair Value of Warrants and Earnout Shares Liabilities

Publicly-traded warrants ("Public Warrants"), private placement warrants issued to Sponsor ("Private Placement Warrants") and warrants issued to Delta Air Lines, Inc. ("Delta Warrants") and Earnout Shares are recorded as liabilities and subject to remeasurement to fair value at each balance sheet date. We expect to incur an incremental income (expense) in the condensed consolidated statements of operations for the fair value adjustments for these outstanding liabilities at the end of each reporting period.

2022 Acquisitions

On March 9, 2022, we completed the acquisition of an aerospace composite manufacturing company, whereby we acquired all the purchased assets and assumed selected liabilities in exchange for a total consideration consisting of (i) \$1.5 million in cash, and (ii) RSUs with the aggregate acquisition date value of \$0.1 million. The acquisition was accounted for as a business combination as the assets acquired and liabilities assumed constituted a business in accordance with ASC 805 *Business Combinations*. The purchase consideration of \$1.5 million was allocated to the following: a \$1.1 million in favorable lease assets, \$0.4 million of acquired machinery and equipment, \$0.1 million of acquired current assets, and \$0.1 million of acquired current liabilities.

On May 17, 2022, we completed the acquisition of an aerospace software engineering company that specializes in full-lifecycle software and firmware development and verification to aviation regulatory standards, in exchange for total cash consideration of \$7.2 million. The acquisition was accounted for as a business combination as the assets acquired and liabilities assumed constituted a business in accordance with ASC 805 *Business Combinations*. Part of the cash consideration in an amount of \$2.2 million was temporarily retained by us to satisfy our post-closing indemnification claims, if any, against the seller. This retained amount of \$2.2 million was released and paid to the seller during the three month ended June 30, 2023.

In relation to the acquisition, we issued 790,529 RSUs with an aggregate acquisition date value of approximately \$4.5 million. We also paid \$0.5 million to the employees of the acquired company, and settled accounts payable to the acquired company of \$0.2 million. The RSUs vest contingent upon each employee's continued employment with the Company or its subsidiaries, and are recognized as stock-based compensation expense over the RSUs' vesting terms, commencing on the acquisition date.

The purchase consideration of \$7.2 million was, preliminary, allocated to \$3.3 million of goodwill, primarily resulting from the combined workforce and expected increased regulatory efficiencies, \$2.5 million of total intangible assets comprising of \$2.4 million of acquired customer relationships intangible asset and \$0.1 million of acquired developed technology intangible asset, \$1.5 million of acquired current assets, primarily cash and accounts receivable, \$0.3 million of acquired fixed assets, and \$0.4 million of acquired current liabilities. Amounts recognized as of the acquisition date are provisional and subject to change within the measurement period as the Company's fair value assessments are finalized. In September 2022, the company made certain measurement period adjustments, which included a working capital adjustment with the seller in accordance with the agreement terms, resulting in an increase to the purchase consideration of \$0.1 million which was paid during the three months ended December 31, 2022. No other adjustments were made through the end of the measurement period which ended on May 16, 2023.

On November 30, 2022, the Company completed the purchase of certain real property, improvements and other assets ("Property") from Frederick Electronics Corporation, a Maryland corporation and Plantronics, Inc., a Delaware corporation ("Sellers") for a cash purchase price of \$25.5 million. The Property consists of approximately 162,000 square feet across five buildings located at 333 Encinal Street, Santa Cruz, California and will be used as the Company's corporate headquarters. The acquisition was accounted for as an asset acquisition as substantially all of the fair value of the gross assets acquired was represented by a group of similar assets. The purchase consideration was allocated to \$6.3 million of land, \$17.7 million of buildings and site improvements and \$1.5 million of equipment, fixtures and furniture.

Interest and Other Income, Net

Interest income consists primarily of interest earned on our cash and cash equivalents and investments in marketable securities.

Provision for Income Taxes

Our provision for income taxes consists of an estimate of federal, state, and foreign income taxes based on enacted federal, state, and foreign tax rates, as adjusted for allowable credits, deductions, uncertain tax positions, changes in deferred tax assets and liabilities, and changes in tax law. Due to the level of historical losses, we maintain a valuation allowance against U.S. federal and state deferred tax assets as it has been concluded it is more likely than not that these deferred tax assets will not be realized.

Results of Operations

Comparison of the Three Months Ended June 30, 2023 to the Three Months Ended June 30, 2022

The following table summarizes our historical results of operations for the periods indicated (in thousands, except percentage):

	Three Months Ended June 30,		Change	
	2023	2022	(\$)	(%)
Operating expenses				
Research and development	\$ 88,849	\$ 74,205	14,644	20 %
Selling, general and administrative	27,120	25,177	1,943	8 %
Total operating expenses	115,969	99,382	16,587	17 %
Loss from operations	(115,969)	(99,382)	(16,587)	17 %
Interest and other income, net	10,683	2,554	8,129	318 %
Income from equity method investment	—	4,581	(4,581)	(100)%
Gain (Loss) from change in fair value of warrants and earnout shares	(180,737)	42,698	(223,434)	(523)%
Total other income, net	(170,054)	49,833	(219,887)	(441)%
Loss before income taxes	(286,023)	(49,549)	(236,474)	477 %
Income tax expenses	56	25	31	123 %
Net loss	\$ (286,079)	\$ (49,574)	(236,505)	477 %

Research and Development Expenses

Research and development expenses increased by \$14.6 million, or 20%, to \$88.8 million during the three months ended June 30, 2023 from \$74.2 million during the three months ended June 30, 2022. The increase was primarily attributable to increases in personnel to support aircraft engineering, software development, manufacturing process development, and certification, as well as increased quantity of materials used in prototype development and testing. These costs were partially offset by government research and development grants earned through operations as part of our Department of Defense contracts.

Selling, General and Administrative Expenses

Selling, general and administrative expenses increased by \$1.9 million, or 8%, to \$27.1 million during the three months ended June 30, 2023 from \$25.2 million during the three months ended June 30, 2022. The increase was primarily attributable to increased headcount to support operations growth, including IT, legal, facilities, HR, and finance, as well as an increase in insurance cost and professional services cost related to legal, accounting and recruiting support.

Total Other Income, Net

Total other income, net decreased by \$219.9 million, to a loss of \$170.1 million during the three months ended June 30, 2023 from a gain of \$49.8 million during the three months ended June 30, 2022. The decrease was primarily driven by a \$223.4 million change in the fair value of warrants and earnout shares from a gain of \$42.7 million during the three months ended June 30, 2022 to a loss of \$180.7 million during the three months ended June 30, 2023. This was partially offset by a \$8.1 million increase in interest and other income due to increased interest rates on invested funds.

Comparison of the Six Months Ended June 30, 2023 to the Six Months Ended June 30, 2022

The following table summarizes our historical results of operations for the periods indicated (in thousands, except percentage):

	Six Months Ended June 30,		Change	
	2023	2022	(\$)	(%)
Operating expenses				
Research and development	\$ 164,367	\$ 146,276	18,091	12 %
Selling, general and administrative	51,318	47,449	3,869	8 %
Total operating expenses	<u>215,685</u>	<u>193,725</u>	21,960	11 %
Loss from operations	<u>(215,685)</u>	<u>(193,725)</u>	(21,960)	11 %
Interest and other income, net	19,083	3,311	15,772	476 %
Income from equity method investment	—	19,039	(19,039)	(100)%
Gain (loss) from change in fair value of warrants and earnout shares	<u>(202,780)</u>	<u>59,512</u>	(262,292)	(441)%
Total other income, net	<u>(183,697)</u>	<u>81,862</u>	(265,559)	(324)%
Loss before income taxes	<u>(399,382)</u>	<u>(111,863)</u>	(287,519)	257 %
Income tax expenses	90	30	61	202 %
Net loss	<u>\$ (399,472)</u>	<u>\$ (111,893)</u>	(287,579)	257 %

Research and Development Expenses

Research and development expenses increased by \$18.1 million, or 12%, to \$164.4 million during the six months ended June 30, 2023 from \$146.3 million during the six months ended June 30, 2022. The increase was primarily attributable to increases in personnel to support aircraft engineering, software development, manufacturing process development, and certification, as well as increased quantity of materials used in prototype development and testing. These costs were partially offset by government research and development grants earned through operations as part of our Department of Defense contracts.

Selling, General and Administrative Expenses

Selling, general and administrative expenses increased by \$3.9 million, or 8%, to \$51.3 million during the six months ended June 30, 2023 from \$47.4 million during the six months ended June 30, 2022. The increase was primarily attributable to increased headcount to support operations growth, including IT, legal, facilities, HR, and finance, as well as an increase in insurance cost and professional services cost related to legal, accounting and recruiting support.

Total Other Income, Net

Total other income, net decreased by \$265.6 million, or 324%, to a loss of \$183.7 million during the six months ended June 30, 2023 from a gain of \$81.9 million during the six months ended June 30, 2022. The decrease was primarily driven by a \$262.3 million change in the fair value of warrants and earnout shares from a gain of \$59.5 million during the six months ended June 30, 2022 to a loss of \$202.8 million during the six months ended June 30, 2023 and a \$19.0 million decrease in income from equity method investment in SummerBio due to the closure of the SummerBio business. These losses were partially offset by a \$15.8 million increase in interest and other income due to increased interest rates on invested funds.

Liquidity and Capital Resources
Sources of Liquidity

We have incurred net losses and negative operating cash flows from operations since inception, and we expect to continue to incur losses and negative operating cash flows for the foreseeable future until we successfully commence sustainable commercial operations. To date, we have funded our operations primarily with proceeds from the Merger and issuance of stock and convertible notes. From inception through June 30, 2023, we raised net proceeds of \$1,067.9 million from the Merger, \$843.3 million from the issuances of Legacy Joby's redeemable convertible preferred stock and convertible notes,

\$60.0 million from issuance of shares and warrants to Delta Air Lines, Inc, \$180.2 million in net proceeds from our registered direct offering to certain institutional investors and net proceeds of \$99.9 million from our issuance of shares to SKT. As of June 30, 2023, we had cash, cash equivalents and restricted cash of \$383.4 million and short-term investment in marketable securities of \$812.1 million. Restricted cash, totaling \$0.8 million, reflects cash temporarily retained for security deposit on leased facilities. We believe that our cash, cash equivalent and short-term investments will satisfy our working capital and capital requirements for at least the next twelve months.

Long-Term Liquidity Requirements

We expect our cash and cash equivalents on hand together with the cash we expect to generate from future operations will provide sufficient funding to support us through our initial service operations in 2024. Until we generate sufficient operating cash flow to fully cover our operating expenses, working capital needs and planned capital expenditures, or if circumstances evolve differently than anticipated, we expect to utilize a combination of equity and debt financing to fund any future remaining capital needs. If we raise funds by issuing equity securities, dilution to stockholders may result. Any equity securities issued may also provide for rights, preferences, or privileges senior to those of holders of common stock. If we raise funds by issuing debt securities, these debt securities would have rights, preferences, and privileges senior to those of preferred and common stockholders. The terms of debt securities or borrowings could impose significant restrictions on our operations. The capital markets have in the past, and may in the future, experience periods of upheaval that could impact the availability and cost of equity and debt financing.

Our principal uses of cash in recent periods were to fund our research and development activities, personnel cost and support services. Near-term cash requirements will also include spending on manufacturing facilities, ramping up production and supporting production certification, scaled manufacturing operations for commercialization, infrastructure and skyport development, pilot training facilities, software development and production of aircraft. We do not have material cash requirements related to current contractual obligations. As such, our cash requirements are highly dependent upon management’s decisions about the pace and focus of both our short and long-term spending.

Cash requirements can fluctuate based on business decisions that could accelerate or defer spending, including the timing or pace of investments, infrastructure and production of aircraft. Our future capital requirements will depend on many factors, including our revenue growth rate, the timing and the amount of cash received from our customers, the expansion of sales and marketing activities and the timing and extent of spending to support development efforts. In the future, we may enter into arrangements to acquire or invest in complementary businesses, products, and technologies, which could require us to seek additional equity or debt financing. If we require additional financing we may not be able to raise such financing on acceptable terms or at all. If we are unable to raise additional capital or generate cash flows necessary to continue our research and development and invest in continued innovation, we may not be able to compete successfully, which would harm our business, results of operations, and financial condition. If adequate funds are not available, we may need to reconsider our investments in production operations, the pace of our production ramp-up, infrastructure investments in skyports, expansion plans or limit our research and development activities, which could have a material adverse impact on our business prospects and results of operations.

Cash Flows

The following tables set forth a summary of our cash flows for the periods indicated (in thousands, except percentage):

	Six Months Ended June 30,		Change	
	2023	2022	(\$)	(%)
Net cash (used in) provided by:				
Operating activities	\$ (150,312)	\$ (114,511)	(35,801)	31 %
Investing activities	98,797	(526,841)	625,638	(119)%
Financing activities	284,883	82	284,801	n.m.
Net increase (decrease) in cash, cash equivalents, and restricted cash	\$ 233,368	\$ (641,270)	874,638	(136)%

*n.m. marks changes that are not meaningful for further discussion

Net Cash Used in Operating Activities

Net cash used in operating activities for the six months ended June 30, 2023 was \$150.3 million, consisting primarily of a net loss of \$399.5 million, adjusted for non-cash items and statement of operations impact from investing and financing activities which includes a \$202.8 million loss from change in the fair value of warrants and earnout shares, \$42.5 million

stock-based compensation expense and \$14.5 million depreciation and amortization expense, partially offset by a \$9.7 million net accretion and amortization of our investments in marketable securities.

Net cash used in operating activities for the six months ended June 30, 2022 was 114.5 million, consisting primarily of a net loss of \$111.9 million, adjusted for non-cash items and statement of operations impact from investing and financing activities which includes \$38.9 million stock-based compensation expense, \$11.1 million depreciation and amortization expense, \$0.1 million net accretion and amortization of our investments in marketable securities and a net decrease in our net working capital of \$25.9 million, primarily related to distributions from equity method investment, partially offset by a \$59.5 million gain from change in the fair value of warrants and earnout shares and \$19.0 million in income from equity method investment.

Net Cash Provided by (Used in) Investing Activities

Net cash provided by investing activities for the six months ended June 30, 2023 was \$98.8 million, primarily due to proceeds from sales and maturities of marketable securities of \$394.0 million, partially offset by purchases of marketable securities of \$281.0 million and purchases of property and equipment of \$14.1 million.

Net cash used in investing activities for the six months ended June 30, 2022 was \$526.8 million, primarily due to purchases of marketable securities of \$867.3 million, purchases of property and equipment of \$19.0 million and acquisition of businesses of \$5.7 million, partially offset by proceeds from the sales and maturities of marketable securities of \$365.2 million.

Net Cash Provided by Financing Activities

Net cash provided by financing activities for the six months ended June 30, 2023 was \$284.9 million, primarily due to net proceeds of \$180.2 million from our registered direct offering to certain institutional investors and net proceeds of \$99.9 from our issuance of common shares to SKT, proceeds from the issuance of common stock under the 2021 ESPP of \$3.8 million and \$1.3 million proceeds from exercise of stock options and issuance of common stock warrants.

Net cash provided by financing activities for the six months ended June 30, 2022 was \$0.1 million, primarily due to proceeds from exercise of stock options and issuance common stock warrants of \$0.7 million, partially offset by repayment of tenant improvement loan and capital lease obligation of \$0.6 million.

Critical Accounting Policies and Estimates

Management's discussion and analysis of our financial condition and results of operations is based on our Condensed Consolidated Financial Statements, which have been prepared in accordance with U.S. GAAP. The preparation of these Condensed Consolidated Financial Statements requires us to make estimates and assumptions for the reported amounts of assets, liabilities, revenue, expenses and related disclosures. Our estimates are based on our historical experience and on various other factors that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions and any such differences may be material.

The accounting policies of the Company are the same as those set forth in Management's Discussion and Analysis of Financial Condition and Results of Operations section of the audited Consolidated Financial Statements contained in the Company's annual report on Form 10-K for the year ended December 31, 2022.

Recent Accounting Pronouncements

See Note 2 of our Condensed Consolidated Financial Statements included elsewhere in this Quarterly Report on Form 10-Q for more information regarding recently issued accounting pronouncements.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

Interest Rate Risk

We are exposed to market risk for changes in interest rates applicable to our short-term investments. We had cash, cash equivalents, restricted cash and investments in short-term marketable securities totaling \$1,195.5 million as of June 30, 2023. Cash equivalents and short-term investments were invested primarily in money market funds, U.S. treasury bills and government and corporate bonds. Our investment policy is focused on the preservation of capital and supporting our liquidity needs. Under the policy, we invest in highly rated securities, issued by the U.S. government and corporations or liquid money market funds. We do not invest in financial instruments for trading or speculative purposes, nor do we use

leveraged financial instruments. We utilize external investment managers who adhere to the guidelines of their investment policies. A hypothetical 10% change in interest rates would not have a material impact on the value of our cash, cash equivalents or short-term investments or our interest income.

Foreign Currency Risk

We are not exposed to significant foreign currency risks related to our operating expenses as our foreign operations are not material to our Condensed Consolidated Financial Statements.

Item 4. Controls and Procedures.

Management’s Evaluation of Disclosure Controls and Procedures

We maintain “disclosure controls and procedures,” as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act that are designed to ensure that information required to be disclosed in the reports that we file or submit under the Exchange Act is (1) recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission’s rules and forms and (2) accumulated and communicated to our management, including our principal executive and principal financial officer, as appropriate to allow timely decisions regarding required disclosure. Our management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives and our management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Our disclosure controls and procedures are designed to provide reasonable assurance of achieving their control objectives.

Our management, under the supervision and with the participation of our principal executive officer and principal financial and accounting officer, evaluated the effectiveness of our disclosure controls and procedures at the end of the period covered by this Quarterly Report. Based upon this evaluation, our principal executive officer and principal financial officer concluded that, as of the end of the period covered by this Quarterly Report, the design and operation of our disclosure controls and procedures were not effective because of our previously reported material weakness that was disclosed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2022.

Notwithstanding the identified material weakness, management, including our principal executive officer and principal financial and accounting officer, believe that the condensed consolidated financial statements contained in this Quarterly Report fairly present, in all material respects, our financial condition, results of operations and cash flows for the fiscal period presented in conformity with GAAP.

Ongoing Remediation of Material Weakness

While significant progress has been made to improve our internal control over financial reporting, not all aspects of our past material weakness have been sufficiently remediated. The remaining aspect of the material weakness, as of December 31, 2022, relates to the lack of sufficient accounting resources with deep technical accounting knowledge to identify and resolve complex accounting issues in a timely manner. Our management, with the oversight of the Audit Committee of our Board of Directors, continue to design and implement measures to remediate the remaining aspect of the material weakness. Remediation of the material weakness will require further validation and testing of the operating effectiveness of the applicable remedial controls over a sustained period of financial reporting cycles.

Changes in Internal Control over Financial Reporting

During the most recently completed fiscal quarter, other than the continuing implementation of remediation measures described above, there has been no change in our internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II—OTHER INFORMATION

Item 1. Legal Proceedings.

We are subject to a variety of claims that arise from time to time in the ordinary course of our business. While management currently believes that resolving claims against us, individually or in aggregate, will not have a material adverse impact on our financial position, results of operations or statement of cash flows, these matters are subject to inherent uncertainties and management's view of these matters may change in the future. If an unfavorable final outcome were to occur, it may have a material adverse impact on our financial position, results of operations or cash flows for the period in which the effect becomes reasonably estimable.

Item 1A. Risk Factors.

Our business, prospects, financial condition, operating results and the price of our common stock may be affected by a number of factors, whether currently known or unknown, including but not limited to those described as risk factors, any one or more of which could, directly or indirectly, cause our actual operating results and financial condition to vary materially from past, or anticipated future, operating results and financial condition. For a more comprehensive discussion of the risks and uncertainties that could impact the Company's business, please see the section entitled "Risk Factors" in the Company's annual report on Form 10-K for the year ended December 31, 2022, filed with the SEC on March 1, 2023. Any of these factors, in whole or in part, as well as other risks not currently known to us or that we currently consider material, could materially and adversely affect our business, prospects, financial condition, operating results and the price of our common stock.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

None.

Item 3. Defaults Upon Senior Securities.

None.

Item 4. Mine Safety Disclosures.

Not applicable.

Item 5. Other Information.

Trading Plans

On June 15, 2023, Gregory Bowles, the Company's Head of Government and Regulatory Affairs, adopted a trading plan intended to satisfy Rule 10b5-1(c) to sell, subject to certain conditions, up to 89,878 of shares of Company common stock beginning November 23, 2023 and ending September 20, 2024. This includes up to 46,333 shares to be issued upon the vesting of RSUs granted to Mr. Bowles. The actual number of shares that will be released to Mr. Bowles and may be sold under the Rule 10b5-1 trading arrangement will be net of the number of shares sold by the Company to satisfy tax withholding obligations arising from the vesting of the RSUs and is not yet determinable.

On June 14, 2023, Kate DeHoff, the Company's General Counsel and Corporate Secretary, adopted a trading plan intended to satisfy Rule 10b5-1(c) to sell, subject to certain conditions, up to 80,000 of shares of Company common stock beginning October 2, 2023 and ending September 20, 2024.

Item 6. Exhibits.

The following exhibits are filed or furnished as a part of, or incorporated by reference into, this Quarterly Report on Form 10-Q.

Exhibit Number	Description	Form	Exhibit	Filing Date	Filed Herewith
3.1	Amended and Restated Certificate of Incorporation of Joby Aviation, Inc.	S-4	3.2	7/6/2021	
3.2	Bylaws of Joby Aviation, Inc.	S-4	3.3	7/6/2021	
10.1	Parts Supply Agreement, between Joby Aero, Inc. and Toyota Motor Corporation, dated February 15, 2023.				X
10.2	Other Transaction for Prototype Agreement, between the United States Air Force and Joby Aero, Inc. dated as of April 4, 2023.				X
31.1	Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				X
31.2	Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				X
32.1*	Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				X
32.2*	Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				X
101.INS	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because XBRL tags are embedded within the Inline XBRL document.				
101.SCH	Inline XBRL Taxonomy Extension Schema Document				
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document				
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document				
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document				
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document				
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)				

* These certifications are furnished to the SEC pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and are deemed not filed for purposes of Section 18 of the Exchange Act, nor shall they be deemed incorporated by reference in any filing under the Securities Act of 1933, except as shall be expressly set forth by specific reference in such filing.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Joby Aviation, Inc.

Date: August 4, 2023

By: /s/ JoeBen Bevirt
JoeBen Bevirt
Chief Executive Officer, Chief Architect and Director

Date: August 4, 2023

By: /s/ Matthew Field
Matthew Field
Chief Financial Officer and Treasurer

Certain confidential information contained in this document, marked by brackets, has been omitted because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

PARTS SUPPLY AGREEMENT

THIS PARTS SUPPLY AGREEMENT (this “**Agreement**”) is made as of February 15, 2023 (the “**Effective Date**”), by and between (i) Toyota Motor Corporation, a corporation with offices located at 1, Toyota-cho, Toyota-shi, Aichi 471-8571 (“**TOYOTA**”), and (ii) Joby Aero, Inc., a Delaware corporation with offices located at 2155 Delaware Ave., Ste. 225, Santa Cruz, CA 95060 (“**Joby Aero**” and, together with all of the Joby Entities (as defined below), “**JOBY**”). Each of TOYOTA and Joby Aero may be referred to herein as a “**Party**” and together as “**Parties**.”

WHEREAS, each of TOYOTA and Joby Aero wish to establish the terms and conditions pursuant to which Joby Aero shall purchase, and TOYOTA shall sell and deliver, Products for incorporation into JOBY’s S4 aircraft (the “**Aircraft**”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TOYOTA and JOBY, intending to be legally bound, hereby agree as follows:

ARTICLE I.

DEFINITIONS; CONSTRUCTION

1.1 Defined Terms. As used in this Agreement, the following terms have the meanings set forth below:

“**Accumulated Amortization**” means, as of a particular calculation date, and with respect to a particular Product, [*****]. For purposes of the foregoing, a Unit of a Product shall only be deemed ordered during the Startup Period or such Measurement Period if either (i) a Purchase Order for such Product Unit has been accepted (or deemed accepted) by TOYOTA as a Confirmed Purchase Order prior to end of such period or (ii) such Purchase Order was submitted prior to the end of such period but rejected by TOYOTA on a basis other than for Cause.

“**Additional Tools & Equipment**” has the meaning set forth in Section 7.1(a).

“**Additional Tools & Equipment Purchases**” has the meaning set forth in Section 7.1(a).

“**Agreement**” has the meaning set forth in the preamble to this Agreement.

“**Affiliate**” of a Person means any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“**Aircraft**” has the meaning set forth in the recitals.

[*****].

“**Applicable Laws**” means all constitutions, statutes, laws, treaties, ordinances, exemptions, judgments, decrees, injunctions, writs, orders, rules, regulations, codes, and all specified standards or

objective criteria contained in any Governmental Approvals and all other legislative, judicial or administrative action of any Governmental Authority applicable to this Agreement and/or the performance by either Party of its covenants, agreements and obligations under this Agreement.

“**Baseline Quantity**” has the meaning set forth in Section 3.1.

“**Business Day**” means any day other than a Saturday, Sunday or a day on which major banks are closed for business in California or Japan.

“**Carrier**” means the person or organization engaged from time to time by TOYOTA to deliver the Products from their respective Point of Origin to the Destination.

“**Cause**” means, with respect to a rejected Purchase Order, that TOYOTA rejected the Purchase Order either because (i) of any of the circumstances specified in Section 3.3(d), (ii) a TOYOTA performance suspension is in effect pursuant to Section 9.2, (iii) the pricing or delivery terms reflected in the Purchase Order is inconsistent with the pricing or delivery terms in the applicable Product Addendum, (iv) the Purchase Order requires a delivery date that is shorter than the applicable lead time, (v) TOYOTA is unable to deliver the specified Products on the specified delivery date due to JOBY’s failure to timely provide JOBY Supplied Material necessary for the manufacture of the Product, (vi) TOYOTA does not have the manufacturing capability or capacity to manufacture the Product as a result of an Equipment Purchase Request Denial by Joby Aero, (vii) the Purchase Order referenced or was made subject to terms other than those set forth in this Agreement and the applicable Product Addendum, (viii) TOYOTA determines that fulfillment of such Purchase Order would subject TOYOTA or any of its Affiliates or their respective suppliers to any Governmental Contracting Requirement that TOYOTA or such Affiliate or supplier is not already required to comply with on a similar basis and scope, (ix) the Purchase Order was delivered after November 30, 2028 or called for delivery of any Product later than December 31, 2028 or (x) of a reduction in manufacturing capability or capacity instituted by TOYOTA as a result of the receipt of a Joby Aero forecast forecasting Product orders by Joby Aero of less than the Baseline Quantity of one or more Products in accordance with the applicable order schedule(s) set forth on the Product Addendum for such Product.

“**Change of Control**” means the first occurrence of an event set forth in any one of the following paragraphs following the Effective Date:

- (i) any Person is or becomes the beneficial owner, as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended from time to time (“**Beneficial Owner**”), directly or indirectly, of securities of any Joby Entity representing more than fifty percent (50%) of the combined voting power of any Joby Entity’s then outstanding securities;
- (ii) the date that a majority of members of any Joby Entity’s board of directors is replaced during any twelve-month period by directors whose appointment or election is not endorsed by at least two-thirds (2/3) of the members of the Joby Entity’s board of directors prior to the date of the appointment or election;
- (iii) there is consummated a merger or consolidation of any Joby Entity or any direct or indirect Subsidiary with any other corporation or other entity, other than a merger or consolidation which results in the voting securities of the Joby Entity outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof) fifty percent (50%) or more of the combined voting power of the securities of the Joby Entity or such

surviving entity or any parent thereof outstanding immediately after such merger or consolidation; or

(iv) consummation of a plan of complete liquidation or dissolution of any Joby Entity or there is consummated an agreement for the sale or disposition by a Joby Entity of all or substantially all of its assets.

"**Change Plan**" has the meaning as set forth on [Exhibit F](#).

"**CIP**" means Carriage and Insurance Paid To (Incoterms 2020).

"**Collaboration Agreement**" means that certain Amended and Restated Collaboration Agreement, dated August 30, 2019, between Joby Aero and TOYOTA, as such agreement may be amended or supplemented and any successor agreement.

"**Confidential Information**" means the terms of this Agreement and all other nonpublic information, whether in written or any other form, which has been disclosed to one Party by or on behalf of the other Party and which the disclosing Party designates as being confidential or proprietary at the time of disclosure or within thirty (30) days following such disclosure (including, without limitation, any business information in respect of the other Party which is not directly applicable or relevant to the transactions contemplated by this Agreement). "Confidential Information" shall not include information that was (i) rightfully in the possession of a Party prior to receiving it from the party disclosing such information; (ii) in the public domain at or subsequent to the Effective Date through no breach of this Agreement; (iii) obtained in good faith from a third party not under any obligation of confidentiality or (iv) which has been independently developed by the recipient Party otherwise than in the course of the exercise of that Party's rights under this Agreement or the implementation of this Agreement.

"**Confirmed Purchase Order**" has the meaning set forth in [Section 3.3\(d\)](#).

"**Contract Price**" means, with respect to a Product, the sum of the Product Price and the Logistics Fee for such Product.

"**Delivery Date(s)**" has the meaning set forth in [Section 4.1](#).

"**Destination**" has the meaning set forth in [Section 4.1](#).

"**Dispute**" means any disagreement between the Parties concerning or in any way arising out of or relating to this Agreement whether or not the disagreement gives rise to a right to terminate this Agreement.

"**EAR**" has the meaning set forth in [Section 6.6\(a\)](#).

"**ECN**" has the meaning set forth in [Section 5.1\(a\)](#).

"**Effective Date**" has the meaning set forth in the preamble to this Agreement.

"**Equipment Purchase Request Denial**" has the meaning set forth in [Section 7.1\(a\)](#).

"**Export/Import Laws**" has the meaning set forth in [Section 6.6\(a\)](#).

“**Extraordinary Tariffs**” mean duties, tariffs and other import charges which are (i) designed or intended to discourage foreign goods or services from entering the jurisdiction imposing the charges, (ii) designed or intended to discourage the import of goods or services from a particular jurisdiction, or (iii) otherwise considered punitive in nature.

“**FAA**” means the U.S. Federal Aviation Administration.

“**FAI**” has the meaning set forth in [Section 6.4](#).

“**FCPA**” has the meaning set forth in [Section 6.7](#).

“**Fixed Cost per Unit**” means an amount equal to the [*****], which Fixed Cost per Unit shall [*****].

“**Force Majeure Event**” means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party has been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, “Force Majeure Event” shall include without limitation the following acts or events: (a) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (b) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (c) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, terrorist acts, or rebellion; (d) pandemics, epidemics or other public health emergencies, including the COVID-19 global pandemic; (e) strikes or labor disputes; (f) shortages or inability to obtain materials, components, energy, manufacturing facilities or transportation and (g) action by a Governmental Authority, including a moratorium on any activities related to this Agreement. Notwithstanding anything to the contrary stated in this definition or this Agreement, neither the imposition or charging of any Extraordinary Tariffs nor any other additional import fees, trade duties or charges shall constitute a Force Majeure Event. Notwithstanding anything to the contrary, in light of the COVID-19 pandemic, the effects of which cannot be foreseen, the Parties agree that TOYOTA shall be entitled to an equitable extension of time to deliver the Products and appropriate additional compensation to the extent TOYOTA’s delivery or performance, or the delivery or performance of its suppliers and/or subcontractors, is in any way delayed, hindered or otherwise affected by the COVID-19 pandemic.

“**Global Supply Team**” has the meaning set forth in [Section 4.4](#).

“**Governmental Contracting Requirement(s)**” has the meaning set forth in [Section 5.4\(a\)](#).

“**Governmental Approval**” means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority.

“**Governmental Order**” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“**Governmental Authority**” means any (i) federal, provincial, municipal or local government, whether domestic or foreign, (ii) any department, commission, board, agency, bureau, or other administrative, regulatory or judicial body of any such government, or (iii) any quasi-governmental or

private body exercising any regulatory, rule-making, expropriation, taxing or other governmental or quasi-governmental authority.

“**Indemnified Party**” has the meaning set forth in [Section 10.3](#).

“**Indemnifying Party**” has the meaning set forth in [Section 10.3](#).

“**Interest Rate**” means LIBOR per annum (based on 360-days per year and simple, rather than compounded, interest, which shall accrue until paid); provided that upon the cessation of publication of LIBOR (currently anticipated to occur on June 30, 2023), Interest Rate shall mean the Secured Overnight Financing Rate (or such alternative interest rate benchmark as mutually agreed by the Parties).

“**ITAR**” has the meaning set forth in [Section 6.6\(a\)](#).

“**Items**” has the meaning set forth in [Section 6.6\(a\)](#).

“**JAMS**” has the meaning set forth in [Section 13.8\(b\)](#).

“**JOBY**” has the meaning set forth in the preamble to this Agreement.

“**Joby Entity**” means any of Joby Aviation, Inc., a Delaware corporation, Joby Aero and any of their respective direct or indirect subsidiaries or controlled or commonly controlled Affiliates.

“**Liabilities**” has the meaning set forth in [Section 10.1](#).

“**Logistics Fees**” has the meaning set forth in [Section 8.2](#).

“**Measurement Period**” means each six-month period during the Term following the expiration of the Startup Period, with the first Measurement Period commencing on January 1, 2024.

[*****].

“**MOU**” means that certain Memorandum of Understanding, entered into on February 23, 2021, between Toyota Motor Corporation and Joby Aero, Inc.

[*****].

“**Notice of Dispute**” has the meaning set forth in [Section 13.8\(a\)](#).

“**OECD Convention**” has the meaning set forth in [Section 6.7](#).

“**Person**” means any individual, partnership, corporation, limited liability company, trust, joint venture, association, unincorporated organization, governmental entity (or any department, agency or political subdivision thereof) or any other entity.

“**Place of Delivery**” has the meaning set forth in [Section 4.1](#).

“**Point of Origin**” means, with respect to a Product, the respective address listed on the applicable Product Addendum for such Product, or such other location as mutually agreed by Joby Aero and TOYOTA in respect of a particular Purchase Order.

“**Pre-Identified Tools and Equipment**” means with respect to a Product, the Tools & Equipment set forth on the applicable Product Addendum with respect to such Product.

“**Price Change Notice**” has the meaning set forth in Section 8.1(b)(ii).

“**Product Price**” means, with respect to a Product, [*****].

“**Products**” means each part/product for which a Product Addendum has been entered into between the Parties.

“**Product Addendum**” means a product addendum to be entered into between the Parties in respect of each part/product (or set of related parts/products) to be manufactured and supplied by TOYOTA to Joby Aero pursuant to the terms of this Agreement, in the form of Exhibit A to this Agreement, detailing, among other things, the manufacturing specifications, pricing (including Logistics Fee), quantity (and Baseline Quantity), applicable lead times, order schedule, Pre-Identified Tools & Equipment (and associated cost) for each such part/product.

“**Product Warranty**” means the product warranty applicable to each Product, the warranty terms of which are set forth in Exhibit D.

“**Prototype Parts**” means those Products designated as Prototype Parts in the applicable Product Addendum.

“**Prototype Parts Addendum**” means a Product Addendum for Prototype Parts.

“**Purchase Order**” has the meaning set forth in Section 3.3(a).

“**Purchase Order Acknowledgement**” has the meaning set forth in Section 3.3(d).

“**Quality Assurance Agreement**” has the meaning set forth in Section 6.2.

“**Quality Records**” means all manufacturing records generated throughout the supply chain including, but not limited to, inspection and test records, calibration records, supplier records, special process certifications, and material review board records.

“**R&D**” means research and development activities.

“**Remaining Depreciation**” means with respect to a Product, [*****].

“**Remaining Projected Volume**” means, as of the date of determination, [*****].

“**Sales Tax**” means the sales tax, goods and/or services tax, value-added tax, harmonized sales tax, stamp tax, tariffs, duties and similar governmental charges and levies arising from the sale and importation of the Products, including any Extraordinary Tariffs.

“**Semi-Annual Six-Month Forecast**” has the meaning set forth in Section 3.2.

“**Specifications**” has the meaning set forth in Section 5.1(a).

“**Startup Period**” means the period from the Effective Date through and including [*****].

“**Subsidiary**” means with respect to any Person, any corporation, limited liability company, partnership, association, or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other subsidiaries of that Person or a combination thereof or (ii) if a limited liability company, partnership, association, or other business entity (other than a corporation), a majority of partnership or other similar ownership interests thereof having the power to govern or elect members of the applicable governing body of such entity is at the time owned or controlled, directly or indirectly, by that Person or one or more subsidiaries of that Person or a combination thereof; and the term “Subsidiary” with respect to any Person shall include all subsidiaries of each subsidiary of such Person.

“**TOYOTA**” has the meaning set forth in the preamble to this Agreement.

“**TOYOTA Indemnified Parties**” has the meaning set forth in Section 10.1.

“**TOYOTA Quality Records**” has the meaning set forth in Section 6.4.

“**Total Fixed Costs**” means the total research and development costs incurred by TOYOTA in respect of such Product plus the total purchase price [*****].

“**Term**” has the meaning set forth in Section 9.1.

“**Tools & Equipment**” has the meaning set forth in Section 7.1(a).

[*****].

“**Unit**” means, with respect to a Product, the individually identifiable Aircraft part referenced in the applicable Product Addendum as the Product.

“**Unrecouped Costs**” for a Product for the Startup Period or [*****].

1.2 Titles and Headings. Titles and headings to Articles and Sections herein are inserted for convenience of reference only, and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

1.3 Interpretation. As used in this Agreement: (a) the words “herein,” “hereunder” and “hereof” refer to this Agreement, taken as a whole, and not to any particular provision of this Agreement; (b) the words “including,” “includes” and “include” mean “including (or includes or include) without limitation”; (c) all references to a given agreement, instrument or other document shall be a reference to that agreement, instrument or other document as modified, amended, supplemented and restated through the date as of which such reference is made; and (d) the singular shall include the plural and the masculine shall include the feminine and neuter, and vice versa unless the context otherwise clearly requires. Defined terms are capitalized throughout this Agreement.

1.4 Exhibits and Appendices. The following Exhibits attached to this Agreement are incorporated herein by this reference and made a part hereof for all purposes:

Exhibit A Form of Product Addendum

Exhibit B Form of Purchase Order

Exhibit C Form of Purchase Order Acknowledgement

Exhibit D Limited Product Warranty Terms

Exhibit E Quality Assurance Agreement

Exhibit F Engineering Change Notice Process

Exhibit G Prototype Parts Terms and Conditions

1.5 Integration; Order of Precedence. All Product Addendums and all Purchase Orders issued by Joby Aero and all Purchase Order Acknowledgments issued by TOYOTA during the Term are subject to the terms and conditions of this Agreement, except to the extent otherwise noted below. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of any Product Addendum, Purchase Order, Purchase Order Acknowledgment or other document regarding the subject matter of the Agreement, the conflict or inconsistency shall be resolved by giving precedence in the following order:

- (1) This Agreement (including Exhibits D, E and F); provided that (i) if a Product Addendum expressly states that it supersedes a particular provision of this Agreement (or of Exhibits D, E or F) then such Product Addendum shall control with respect to, but only with respect to, such superseded provision, and (ii) in the case of Prototype Parts, the terms and conditions set forth in Exhibit G (and any associated Prototypes Parts Addendum) shall control in all respects;
- (2) Subject to the proviso in paragraph (1) above, the Product Addendum in respect of a particular Product, but only with respect to such particular Product;
- (3) Terms as to identities and quantities of Products, required delivery date(s) and destination(s), and other terms mutually agreed by the Parties expressly stated on the face of a Confirmed Purchase Order. Any preprinted provisions on a Purchase Order different from or in addition to those set forth in Exhibit B are expressly rejected and shall be null and void and of no force and effect; and
- (4) Any other documents incorporated by reference or referenced in this Agreement.

ARTICLE II. SALE OF PRODUCTS

2.1 Sale of the Products. This Agreement sets forth the terms and conditions pursuant to which TOYOTA agrees to manufacture, sell, and deliver, and Joby Aero agrees to purchase and receive, Products at the applicable Contract Price; provided, that the sale of Prototype Parts shall be governed exclusively by the terms set forth in Exhibit G (and any associated Prototype Parts Addendum).

2.2 Exclusivity. During the Term, TOYOTA shall be the exclusive supplier of the Products to the JOBY Entities for all purposes other than (i) [****] or (ii) [****]; provided, however, that with respect to clause (ii), JOBY, or any applicable JOBY Entity, shall give TOYOTA [****] prior written notice of [****] or where [****] is not possible, as much notice as possible for TOYOTA to determine

whether to authorize [*****]. TOYOTA shall notify JOBY within [*****] of such notice if TOYOTA authorizes (a) [*****] or (b) JOBY needs to source Products from a third party. Both JOBY and TOYOTA will endeavor to provide their notice earlier than as set forth herein whenever practicable.

(a) Without limiting the generality of the foregoing, Joby Aero shall not (and shall ensure that each Joby Entity does not), during the Term [*****]; provided, that in the event (and only to the extent) that [*****]. Nothing in this Agreement should be interpreted as precluding JOBY from directly or indirectly [*****].

ARTICLE III. PRODUCTS AND PRODUCT ORDERS

3.1 Purchase Quantity. Subject to the terms and conditions of this Agreement, during the Term, Joby Aero agrees to use good faith, commercially reasonable efforts to purchase from TOYOTA, and TOYOTA agrees to supply to Joby Aero, the total quantity of Products (per Product) set forth on the Product Addendum for such Product (the “**Baseline Quantity**”) in each case, (i) on the order schedule per Product (subject to the applicable TOYOTA delivery lead time) set forth on the Product Addendum for such Product and (ii) at the price per Product established pursuant to Section 8.1; provided, that with respect to [*****] shall be unconditionally and absolutely obligated to purchase [*****].

3.2 Forecasting. Upon the execution of this Agreement, and: (a) [*****]; and (b) each [*****] during the Term, Joby Aero shall submit to TOYOTA a forecast stating the [*****].

3.3 Purchase Orders.

(a) **Submission of Purchase Orders.** For each order of Products by Joby Aero, Joby Aero shall submit a purchase order to TOYOTA in the form attached hereto as Exhibit B or such other form (in the case of Prototype Products, in the form of Schedule G to Exhibit G) as may be adopted during the Term by the mutual written agreement of the Parties, including by written agreement of each Party’s members of the Global Supply Team (each, a “Purchase Order”). Each Purchase Order shall specify the Products ordered, the required delivery date(s) (subject to the lead times set forth on the Product Addendum for such Product), and the quantities of each Product ordered. Joby Aero will issue its first Purchase Order for each Product upon execution of the Product Addendum for such Product. Subject to the foregoing, Joby Aero will issue one and only one Purchase Order each month on the fifth (5th) day of the month, unless TOYOTA has agreed in advance in writing to authorize Joby Aero to issue an additional Purchase Order at some other time. Joby Aero shall deliver Purchase Orders to TOYOTA only by email to [*****] or such other email address as TOYOTA may provide to Joby Aero in writing from time to time. Each Purchase Order shall state that it is being made pursuant to, and shall incorporate by reference, the terms of this Agreement.

(b) Any automatic or computer-generated response to a Purchase Order by TOYOTA’s automated response system or otherwise shall not be deemed acceptance of a Purchase Order.

(c) No waiver or amendment of any of the terms and conditions of this Agreement shall be binding on either Party unless made in a writing expressly stating that it is such a waiver or amendment and signed by an authorized representative of each Party. No representation, warranty, course of dealing, or trade usage not contained or expressly set forth herein will be binding on either Party.

(d) TOYOTA's Purchase Order Acknowledgement. Within [*****] following TOYOTA's receipt of a Purchase Order submitted by Joby Aero in compliance with the requirements of this Agreement, TOYOTA shall acknowledge and provide confirmation of TOYOTA's acceptance of the Purchase Order by written notice via e-mail, or other mutually agreeable transmission, delivered to Joby Aero (in the form set forth as Exhibit C) (each, a "Purchase Order Acknowledgement") [*****]. Purchase Orders that are accepted (or deemed accepted) by TOYOTA are referred to herein as "Confirmed Purchase Orders." If TOYOTA returns a rejection within such [*****] period, the Purchase Order shall be canceled and of no force and effect and shall not be considered a Confirmed Purchase Order. If TOYOTA is not able to deliver Products in accordance with Joby Aero's delivery date(s) as set forth in any Purchase Order (subject to the lead times set forth on the Product Addendum for such Product), TOYOTA may advance or delay the delivery date(s) by up to [*****] from Joby Aero's specified delivery date(s) by providing written notice of such change in the affected Purchase Order Acknowledgement, and Joby Aero shall accept such modified delivery date(s) provided that any such delay may be made once only in respect of the relevant Purchase Order. Notwithstanding the foregoing, TOYOTA shall only reject a Purchase Order because (i) [*****], (ii) [*****], (iii) [*****], (iv) [*****], (v) [*****] or (vi) [*****] (as modified by the immediately preceding sentence, and subject to the lead times set forth on Product Addendum for such Product) due to either (A) a Force Majeure Event, including Joby Aero's failure to timely provide JOBY Supplied Material necessary for the manufacture of the Product, (B) [*****], (C) TOYOTA does not have the manufacturing capability or capacity to manufacture the Product as a result of an Equipment Purchase Request Denial by Joby Aero, or (D) as of the date of Joby Aero's submission of the Purchase Order, [*****].

(e) No Modification of Purchase Orders. Joby Aero shall have no right to cancel or change the Delivery Date or any other terms of a Confirmed Purchase Order, except to the extent approved in writing by TOYOTA.

ARTICLE IV. DELIVERY; TRANSFER OF TITLE AND RISK OF LOSS

4.1 Delivery.

(a) TOYOTA shall arrange for the shipment of the Products by Carrier, CIP Incoterms 2020 (or the closest equivalent to CIP if CIP is not applicable to the method of transportation) to the destination (and by the method of transportation) set forth on the applicable Product Addendum (the "**Destination**") in order for the Products to arrive on or before the delivery date(s) specified on each Purchase Order (subject to the lead times set forth on the Product Addendum for a Product), unless otherwise specified in the Purchase Order and acknowledged through the Purchase Order Acknowledgement. Such date(s) shall be the "**Delivery Date(s)**" specified in Joby Aero's Purchase Order or TOYOTA's Purchase Order Acknowledgement, if later, and is the "Delivery Date(s)" or "delivery date(s)" for all purposes under this Agreement. TOYOTA shall, at its sole cost and expense, properly pack and protect all Products in accordance with applicable industry standards and the requirements of this Agreement to prevent damage during transportation to the Destination.

(b) Products shall be delivered in accordance with TOYOTA's standard lead times unless otherwise set forth in the applicable Product Addendum or agreed to in writing by the Parties. Shipment dates and lead times are approximate only and TOYOTA shall not be in breach of its obligations because of, any delivery made within a reasonable time before or after the stated delivery date. In addition, TOYOTA shall not be liable for any late delivery caused by the Carrier or failure of Joby Aero to provide any necessary JOBY Supplied Materials or information in a timely manner.

4.2 Shipping Requirements. Shipments by TOYOTA or its subcontractors or agents must include packing sheets. Each packing sheet must include at a minimum the following: (a) TOYOTA's name, address, phone number and TOYOTA code number; (b) Confirmed Purchase Order and item number; (c) ship date for the Products; (d) total quantity shipped and quantity in each container, if applicable; (e) legible packing slip number; (f) Product name (or nomenclature), (g) unit of measure; (h) "ship to" information if other than Joby Aero; (i) warranty data and certification, as applicable; (j) TOYOTA's certification that Products comply with Confirmed Purchase Order requirements; and (k) applicable Harmonized Tariff Schedule codes. The shipping documents will describe the material according to the applicable classification or tariff rating. The total number of shipping containers will be referenced on all shipping documents. Originals of air way bills or bills of lading will be surrendered to the origin carrier at the time of shipment.

4.3 Title and Risk of Loss. Title to and risk of loss for Products shipped pursuant to a Confirmed Purchase Order passes to Joby Aero upon delivery to the Carrier at the Point of Origin for the Product. Title and risk of loss shall pass from TOYOTA to Joby Aero at such point free of all liens or encumbrances of any kind other than those expressly created by this Agreement.

4.4 Global Supply Teams. TOYOTA and Joby Aero shall form a team composed of representatives designated by each Party from the areas of manufacturing, supply chain management, business operations, and regulatory, (the "**Global Supply Team**"). The Global Supply Team shall develop and recommend common protocols, manuals and procedures as may be necessary to further the objectives of the Agreement, subject to the mutual approval and adoption by each of the Parties of any such protocols, manuals or procedures, in each Party's discretion. Additionally, the Global Supply Team shall have monthly discussions regarding matters related to this Agreement, including manufacturing capacity, forecasts and delivery schedules for the Products, proposed changes to the Specifications, and any foreseeable or anticipated events or circumstances that could interrupt or delay either Party's performance under this Agreement. For the avoidance of doubt, the Global Supply Team shall be established for coordination purposes only, and shall not have the authority to bind either party or modify, amend or waive any of the terms or conditions of this Agreement.

ARTICLE V.

PRODUCT SPECIFICATIONS; WARRANTIES; LIMITATION ON PRODUCT USE AND CUSTOMERS

5.1 Product Specifications.

(a) TOYOTA shall manufacture all Products supplied to Joby Aero in accordance with the Product specifications stated on the applicable Product Addendum for such Product (the "**Specifications**"), which Specifications shall include all Product designs, engineering and technical data, raw material specifications, quality requirements (consistent with the Quality Assurance Agreement), tooling, packaging design/specifications, and first article approval requirements. Joby Aero shall ensure that the Specifications provided to TOYOTA at all times conform to the approved design data and all other regulatory or Joby Aero requirements. Any changes to the Specifications that impact TOYOTA production shall be mutually agreed upon by TOYOTA and Joby Aero in accordance with the Engineering Change Notification ("**ECN**") process set forth on Exhibit E; provided, however, that TOYOTA shall not be required to incur any additional production costs in connection with any changes to the Specifications unless Joby Aero agrees in advance to pay such additional production costs to TOYOTA.

(b) Joby Aero represents and warrants that neither the Specifications provided by JOBY nor TOYOTA's manufacturing of the Products in accordance with the Specifications and sale thereof to Joby Aero violate, infringe upon or misappropriate the intellectual property rights of any other Person.

5.2 Failure to Comply with Warranties. If any Product fails to comply with the Product Warranty, the remedies specified on Exhibit D apply.

5.3 No Other Warranties. EXCEPT FOR THE PRODUCT WARRANTY OR AS OTHERWISE EXPRESSLY SPECIFIED IN THIS AGREEMENT, TOYOTA DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE or NON-INFRINGEMENT. NO EXTENSION OF SUCH WARRANTY WILL BE BINDING UPON TOYOTA, UNLESS SET FORTH IN WRITING AND SIGNED BY TOYOTA OR IT'S AUTHORIZED REPRESENTATIVE. Any liability of TOYOTA under this Section 5.3 is subject to the provisions of Article XI (Limitation of Liability).

5.4 [***]; No Separate Resale of Products.**

(a) Joby Aero agrees that no Joby Entity shall, [*****]. Joby Aero further agrees that neither Joby Aero nor any other Joby Entity shall enter into any contract, agreement or other arrangement (or to take or to omit to take any other action) without Toyota's consent that would subject TOYOTA or any of its Affiliates or their respective suppliers to [*****] unless, in each case, TOYOTA or such Affiliate or supplier is already required to [*****]. In all cases and without limiting the restrictions set forth above in this Section 5.4(a), Joby Aero shall provide TOYOTA with at least [*****] advanced written notice prior to any Joby Entity entering into any contract, agreement or other arrangement [*****] that (1) may [*****] or (2) could [*****]. Additionally, subject to applicable laws and its contractual obligations of a confidential nature, Joby Aero shall provide TOYOTA with at least [*****] advanced notice, or where [*****] is not possible, as much notice as practicable, prior to any Joby Entity entering into any contract or other agreement, (or otherwise providing any goods or services) that; (1) [*****] or (2) [*****].

(b) Further, Joby Aero agrees to notify TOYOTA [*****] if JOBY receives any formal or informal communication [*****] indicating or proposing that [*****]. Joby Aero agrees that it will not deliver, disclose, or otherwise provide any intellectual property of TOYOTA to [*****].

(c) Joby Aero agrees not to resell the Products in any manner other than as integrated components of the Aircraft (or as replacement parts for integrated components of the Aircraft) without the prior written consent of TOYOTA.

ARTICLE VI.

QUALITY ASSURANCE; COMPLIANCE

6.1 JOBY's Right to Inspect. Joby Aero shall have the right to inspect all Products upon receipt and may reject any nonconforming Products (and shall reject any nonconforming Products for which Joby Aero identifies any manufacturing defect) within [*****] after such Products have been received by Joby Aero. If Joby Aero fails to reject any Products within such [*****] inspection period by written notice to TOYOTA, [*****]. For clarity, payment for the Products delivered or inspected by Joby Aero shall not constitute an unconditional acceptance of the Products and shall not relieve TOYOTA of any warranty or other obligation hereunder.

6.2 Performance Standards. TOYOTA shall at all times adhere to the agreed upon joint TOYOTA and JOBY Quality Assurance Agreement attached hereto as Exhibit E (the “**Quality Assurance Agreement**” or “**QAA**”). Should TOYOTA fail to meet the requirements of the QAA, Joby Aero will notify TOYOTA of the deficiency and require corrective action.

6.3 Inspection. TOYOTA hereby grants to Joby Aero and Government Authorities having aviation authority the right to inspect those TOYOTA facilities pertaining to the supply of the Products during operating hours to review progress and performance with respect to production, schedule and quality under any Confirmed Purchase Order, provided that Joby Aero shall not unreasonably interfere with TOYOTA’s business operations. Any Joby Aero representative shall be allowed access to all areas used for the performance of the Agreement. Such access shall be subject to TOYOTA’s reasonable safety, site security and proprietary information protection requirements, as well as any requirements of any Governmental Authority regarding admissibility and movement of personnel on the premises of TOYOTA. Joby Aero shall notify TOYOTA in writing at least three (3) weeks prior to any visit (unless an urgent need requires less than three (3) weeks’ notice) and a TOYOTA representative may accompany Joby Aero and be present during such visit. Such notice shall contain the names, citizenship and positions of the visiting personnel and the duration and purpose of such visit. TOYOTA shall use commercially reasonable efforts to flow down the obligations of this Section 6.3 to its suppliers.

6.4 Retention of Records. TOYOTA shall maintain, and have available on a timely basis, Quality Records created or received by Toyota that are traceable to the conformance of the Products delivered to Joby Aero (“**TOYOTA Quality Records**”), and by flow-down of this requirement shall require its suppliers of items pertinent to the conformance of the Products to maintain and have available on a timely basis their Quality Records. TOYOTA shall make its TOYOTA Quality Records available to Governmental Authorities having aviation authority and Joby Aero’s authorized personnel. TOYOTA shall retain such TOYOTA Quality Records as required by the QAA (with the retention period described in the QAA commencing with respect to each Product upon the date of delivery of such Product). At the expiration of such period and prior to any disposal of TOYOTA Quality Records, TOYOTA will notify Joby Aero of TOYOTA Quality Records to be disposed of and Joby Aero reserves the right to request delivery of such records. In the event Joby Aero chooses to exercise this right, TOYOTA shall promptly deliver such records to Joby Aero, at Joby Aero’s cost, on media agreed to by both Parties. TOYOTA will flow-down this requirement to its suppliers of items pertinent to the conformance of the Products.

6.5 Regulatory Approval. If required, TOYOTA will be authorized for "Direct Ship Authorization" (DSA) to perform shipment of Joby Aero Product to a third party. The production approval will remain with Joby Aero and the DSA will be delegated to TOYOTA allowing TOYOTA to perform the final inspection and issue a Joby Certificate of Conformance on Joby Aero’s behalf by a Joby Aero Delegated Final Inspection function to a TOYOTA qualified inspector.

6.6 Import/Export

(a) In performing the obligations of this Agreement, both Parties will comply with all applicable export, import and sanctions laws, regulations, orders, and authorizations, as they may be amended, from time to time, applicable to the export (including re-export) or import of goods, software, technology, or technical data (“**Items**”) or services, including without limitation the Export Administration Regulations (“**EAR**”), International Traffic in Arms Regulations (“**ITAR**”), and regulations and orders administered by the Treasury Department’s Office of Foreign Assets Control (collectively, “**Export/Import Laws**”).

(b) Without prejudice to the CIP delivery terms provided in Section 4.1(a), under which JOBY is responsible for the import of the Products into their country of destination, each Party shall obtain, at its cost (subject to the next sentence), all export authorizations which are required under the Export/Import Laws in order for such Party to deliver from their respective Point of Origin to their respective Destination any Products, materials, Specifications or other items that such Party is to deliver under this Agreement. Each Party shall reasonably cooperate and exercise reasonable efforts at its own expense to support the other Party in obtaining any necessary licenses or authorizations required to perform its obligations under this Agreement. Reasonable cooperation shall include providing reasonably necessary documentation, including import, end-user and retransfer certificates. The Party providing Items or services under this Agreement shall, upon request, notify the other Party of the Items or services' export classification (e.g. the Export Control Classification Numbers or U.S. Munitions List (USML) category and subcategory) as well as the export classification of any components or parts thereof if they are different from the export classification of the Item at issue. The Parties acknowledge that this representation means that an official capable of binding the Party providing such Items or services knows or has otherwise determined the proper export classification. Each Party agrees to reasonably cooperate with the other in providing, upon request of the other Party, documentation or other information that supports or confirms this representation.

(c) In addition, each Party shall (i) comply with all applicable country laws relating to anti-corruption or anti-bribery, including but not limited to legislation implementing the Organization for Economic Co-operation and Development "Convention on Combating Bribery of Foreign Public Officials in International Business Transactions" (the "**OECD Convention**") or other anti-corruption/anti-bribery convention; (ii) comply with the requirements of the Foreign Corrupt Practices Act, as amended (15 U.S.C. §§78dd-1, et, seq.) (the "**FCPA**"), regardless of whether such Party is within the jurisdiction of the United States; and (iii) neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value to a non-U.S. public official or any person in violation of the FCPA and/or in violation of any applicable country laws relating to anti-corruption or anti-bribery.

6.7 Regulatory Alerts.

(a) Each Party shall immediately notify the other Party upon receipt of any Government-Industry Data Exchange Program ("**GIDEP**") Alert related to Products, and shall provide the other Party with a list of all affected Products by Confirmed Purchase Order, part number, invoice number, serial number, or any other identifying number as applicable. For GIDEP Alerts caused in whole by manufacturing defects in the Products caused by TOYOTA's failure to manufacture, package or label the Products in accordance with the Specifications or the Quality Assurance Agreement, TOYOTA shall immediately replace all affected Products at its sole expense including any installation and removal costs for the Products so affected. In all other cases, the expense of replacing all affected Products (including any installation and removal costs) shall be at the sole expense of Joby Aero.

(a) If the FAA, or another aviation authority, issues an Airworthiness Directive ("**AD**"), or the equivalent of ADs, related to any Products, then Joby Aero and TOYOTA shall cooperate to contain and then promptly remove the causes(s) of the ADs or AD equivalents in all affected Products delivered and to be delivered to Joby Aero including, but not limited to, Products utilized in the field. For ADs caused in whole by manufacturing defects in the Products caused by TOYOTA's failure to manufacture, package or label the Products in accordance with the Specifications or the Quality Assurance Agreement, TOYOTA shall reimburse Joby Aero for all costs associated with the remediation, removal, redelivery and installation of any Products that are incurred by Joby Aero as a result of such

ADs or equivalent ADs. In all other cases, all costs associated with the remediation, removal, redelivery and installation of any Products shall be at the sole expense of Joby Aero.

- (b) Joby Aero shall provide all ADs affecting JOBY, TOYOTA or the Products to TOYOTA within 24 hours of issuance.

ARTICLE VII.
TOOLS & EQUIPMENT; JOBY SUPPLIED MATERIALS

7.1 Tools and Equipment.

(a) Except as expressly agreed to by Joby Aero in writing or as otherwise stated in this Agreement or any Product Addendum, TOYOTA will be responsible for providing all tools, equipment and instrumentality required to manufacture and supply the Products under this Agreement (“**Tools & Equipment**”). Joby Aero acknowledges and agrees that in anticipation of Joby Aero’s purchase of Products from TOYOTA during the Term, TOYOTA is purchasing in advance Tools & Equipment specifically intended for the manufacture of such Products that it would not otherwise be purchasing (i) as identified on each Product Addendum as “Pre-Identified Tools & Equipment” and (ii) as may be identified by TOYOTA necessary for TOYOTA to purchase from time to time in the future during the Term as a result of various factors affecting Product production, including Product design changes, production number increases, and manufacturing process refinements (any such identified additional Tools & Equipment purchases being referred to as “**Additional Tools & Equipment**” and their purchase as “**Additional Tools & Equipment Purchases**”). TOYOTA shall provide Joby Aero [*****]. Upon the approval (or deemed approval) of an Additional Tools & Equipment Purchase, such Additional Tools & Equipment shall be deemed to be Pre-Identified Tools & Equipment) and [*****]. If Joby Aero timely delivers a written denial of such Additional Tools & Equipment Purchase (an “Equipment Purchase Request Denial”), then the purchase price of such [*****]. In addition, if Joby Aero issues an Equipment Purchase Request Denial, (i) to the extent set forth in Section 9.5(c) TOYOTA may elect to terminate the applicable Product Addendum and (ii) TOYOTA may reject for Cause any Purchase Order for Products affected by such denial.

(b) From time to time, Joby Aero may license, rent, loan, or sell Tools & Equipment to TOYOTA for TOYOTA to use in manufacturing and supplying the Products (such Tools & Equipment being referred to as “**JOBY Supplied Tools & Equipment**”), in which case TOYOTA agrees: (i) to comply fully with any license or any other agreement with the owner of the JOBY Supplied Tools & Equipment (if Joby Aero is not the owner) at least to the same extent as Joby Aero is obligated to comply with such agreement; (ii) to use the JOBY Supplied Tools & Equipment exclusively and solely for manufacture and supply of the Products; (iii) not to transfer, sublicense, assign, rent, or loan the JOBY Supplied Tools & Equipment to any third party, except with Joby Aero’s prior written consent; (iv) to keep the JOBY Supplied Tools & Equipment free and clear at all times from any liens or other encumbrances, except with Joby Aero’s prior written consent; and (v) to use due care in maintaining and operating such JOBY Supplied Tools & Equipment to the same extent that TOYOTA maintains and operates its own Tools & Equipment of like importance, but in no event less than reasonable care.

(c) Following termination of this Agreement pursuant to Article 9 (other than a termination by TOYOTA pursuant to Section 9.4(c)) or termination of any Product Addendum and [*****], Joby Aero shall have the option to [*****]. Upon exercise of this option and payment of the purchase price, title to and risk of loss of such Pre-Identified Tools & Equipment shall pass to Joby Aero(subject to Section 13.3 of this Agreement), TOYOTA [*****]. To the extent separating an item of

Pre-Identified Tools & Equipment from any TOYOTA intellectual property is not reasonably feasible, the parties will work together in good faith to reach a mutually acceptable resolution with respect to such item.

7.2 **JOBY Supplied Material.**

(a) Joby Aero shall provide to TOYOTA those item(s) which are labeled as “JOBY Supplied Material” on the applicable Product Addendum for a Product for use in the manufacture and supply of such Product to Joby Aero, on the terms set forth on such Product Addendum as applicable. Joby Aero understands and agrees that the ability of TOYOTA to fulfill its obligations under any Confirmed Purchase Order depends on the timely and proper supply of JOBY Supplied Materials by Joby Aero.

(b) Failure of Joby Aero to deliver to TOYOTA the quantity and type of materials set forth in the applicable Product Addendum in accordance with the agreed upon schedule shall constitute a Force Majeure Event with respect to any performance obligation of TOYOTA in respect of the production of the Product associated with such Product Addendum (for the avoidance of doubt, any such failure by Joby Aero shall not relieve Joby Aero of any payment obligations (or otherwise limit such payment obligations) pursuant to this Agreement, including pursuant to Article VIII or Article IX)..

(c) All materials supplied by or on behalf of Joby Aero hereunder shall conform with the applicable specifications set forth on the applicable Product Addendum.

ARTICLE VIII. PRICING AND PAYMENTS

8.1 **Product Price.**

(a) Product Prices. The Product Price for each Product shall initially be set forth on the applicable Product Addendum for such Product, as such Product Prices may be adjusted pursuant to Section 8.1(b). All prices are in U.S. Dollars, without regard to any changes to or fluctuations in currency exchange rates, except as set forth in Section 8.1(b)(ii). All Product Prices on any Product Addendum exclude transportation and insurance from the Point of Origin to the Place of Delivery, which is separately accounted for in the Logistics Fee.

(b) Product Price Adjustments.

(i) Changes for Volume Fluctuations (Floating Price). For the duration of the Term, prior to the end of the Startup Period and each Measurement Period following the Startup Period (each such applicable period being referenced as the “**Current Measurement Period**”), the Parties shall adjust the Product Price of the Product for the immediately following Measurement Period (the “**Subsequent Measurement Period**”) [*****]

(ii) Changes in Cost of Production or Exchange Rate. During the Term, [*****].

(iii) Change in Response to ECN. In the event of a change to the Specifications (as approved pursuant to Section 5.1(a)), the Product Prices shall be adjusted, as mutually agreed by the Parties, acting reasonably, to include any equitable cost adjustment arising from such change in Specifications or Additional Product Information (including as set forth in Section 5.1(a) to reflect any additional production costs to TOYOTA resulting therefrom).

(iv) Cost Savings. During the Term, [*****].

(v) Amendment of Product Addendums. The applicable Product Addendum for a Product shall be amended from time to time to reflect any adjustment to the Product Price for such Product pursuant to this Section 8.1(b), within [*****] of such price adjustment.

8.2 Logistics Fees. In addition to the Product Price, Joby Aero shall pay to TOYOTA the applicable “logistics fee” set forth on the applicable Product Addendum in respect of each Product purchased by Joby Aero pursuant to a Confirmed Purchase Order, to cover the costs of transportation and insurance from the respective Point of Origin for each Product to the Destination for the Product (the “**Logistics Fee**”). The Logistics Fee shall be a fixed price to cover all such costs and charges and in the event the actual costs or charges are in excess of such amount, TOYOTA shall be responsible for such excess.

8.3 [*****].

8.4 Payment. TOYOTA shall invoice Joby Aero for each delivery and Joby Aero shall pay each invoice [*****], with the exception of the aggregate amount payable by Joby Aero pursuant to Section 8.3, [*****]. Both JOBY and TOYOTA will endeavor to provide their notice earlier than as set forth herein whenever practicable. All payments shall be made to TOYOTA via electronic funds transfer or wire transfer of immediately available funds to an account designated by TOYOTA in the relevant invoice.

8.5 TOYOTA Invoices. TOYOTA’s invoices shall reference the applicable Purchase Order and shall be submitted for payment by TOYOTA to the address specified by Joby Aero in writing from time to time. To the extent there is any conflict between the terms and conditions of this Agreement and of any such invoice, the terms of this Agreement shall apply. All prices in the invoices shall be based on the applicable Contract Price.

8.6 [*****]

8.7 Security Interest. TOYOTA retains a security interest in the Products until full payment therefor is received by TOYOTA. Joby Aero will execute any documents required by TOYOTA to effectuate any such security interest.

8.8 Taxes. Joby Aero shall be responsible for all Sales Taxes imposed by any Governmental Authority on the purchase or sale of the Products.

8.9 Currency. All prices and dollar figures stated in this Agreement or any Purchase Order in connection therewith shall be stated in United States dollars.

ARTICLE IX.

TERM; SUSPENSION; TERMINATION

9.1 Term. The term of this Agreement shall run from the Effective Date until [*****] (the “**Term**”). For clarity, the end of the Term does not limit any obligations that survive the expiration of the Term.

9.2 Suspension of Work. If Joby Aero fails to make any payment to TOYOTA when due pursuant to the terms of this Agreement, [*****]. Additionally, if Joby Aero fails to perform any material covenant or obligation under this Agreement (other than a payment failure described in the preceding sentence) that is not caused by a default by TOYOTA under this Agreement, and such failure continues unremedied [*****] of such failure, then TOYOTA may (in addition to any other remedies available to TOYOTA hereunder, at law or in equity) [*****].

9.3 Termination by Mutual Agreement. This Agreement and any Product Addendum may be terminated at any time upon the mutual written agreement of the Parties.

9.4 Termination by Either Party.

(a) Default. A Party shall be in default of its obligations pursuant to this Agreement if (x) any one or more of the events or conditions described under (i) through (iii) shall occur or (y) any one or more of the events or conditions described under (iv) through (vi) shall occur and continue for thirty (30) consecutive days following receipt of written notice from the non-defaulting Party to cure such default:

(i) such Party becomes insolvent, or generally does not pay its debts as they become due, or admits in writing its inability to pay its debts, or makes a general assignment for the benefit of creditors;

(ii) insolvency, receivership, reorganization, or bankruptcy proceedings are commenced by or against such Party, and in the case of any such proceeding instituted against such Party (but not instituted or otherwise acquiesced to by such Party) such proceeding remains in effect and unstayed for a period of sixty (60) days;

(iii) such Party makes an assignment or transfer of this Agreement or any interest herein in a manner prohibited by this Agreement;

(iv) such Party fails to make any undisputed payment to the other Party when due pursuant to the terms of this Agreement;

(v) any material representation made by such Party in this Agreement proves to have been materially false or intentionally misleading when made; or

(vi) such Party fails to materially perform or comply with any material covenant or obligation under this Agreement (other than a covenant or obligation referred to in another clause of this Section 9.4(a)) that is not caused by a default by the other Party under this Agreement.

Upon the occurrence of a default by a Party pursuant to this Section 9.4(a), the non-defaulting Party may, without prejudice to any other right or remedy the non-defaulting Party may have under this Agreement or at law and/or in equity, terminate this Agreement.

(b) Illegality. Either Party may terminate this Agreement or any Product Addendum, by written notice to the other Party, in the event that:

(i) there shall be any Applicable Law that makes the performance of the transactions contemplated by this Agreement or Product Addendum illegal or otherwise prohibited; or

(ii) any Governmental Authority shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement or a Purchase Order, and such Governmental Order shall have become final and non-appealable.

(c) Termination of Other Agreements. Either Party may terminate this Agreement or any Product Addendum, by [****] written notice to the other Party, in the event that the Collaboration Agreement or the MOU is terminated. If Toyota is the Party terminating this Agreement pursuant to this Section 9.4(c), the Parties shall then negotiate in good faith the timing for delivery of the Remaining Projected Volume, including [****]. If TOYOTA triggers this provision as a result of terminating the Collaboration Agreement pursuant to 10.2(c) thereof and/or the MOU is likewise terminated pursuant to Section 7 thereof, TOYOTA shall not be eligible to recoup the remaining portion of their Total Fixed Costs.

9.5 Termination by TOYOTA. TOYOTA may further terminate this Agreement or any Product Addendum, by written notice to Joby Aero:

(a) upon the consummation of a Change of Control;

(b) if Joby Aero issues an Equipment Purchase Request Denial and TOYOTA is unable to produce a Product in the quantities forecast by Joby Aero as a result of the failure to acquire the Additional Tools & Equipment subject to the Equipment Purchase Request Denial (in which case TOYOTA may elect to terminate the Product Addendum covering the Products impacted by such denial).

9.6 Termination by JOBY. In the event TOYOTA delivers to Joby Aero a Price Change Notice pursuant to Section 8.1(b)(ii) with respect to a Product providing for a Product Price increase of more than [****] of the then-current Product Price, Joby Aero may terminate the Product Addendum for such Product by providing TOYOTA with written notice of termination no later than [****] following TOYOTA's delivery to Joby Aero of the Price Change Notice (for greater certainty, the result of the "floating price adjustment" pursuant to Section 8.1(b)(i) shall be excluded from this Section 9.6).

9.7 Effect of Termination.

(a) In addition to any other rights or remedies available to TOYOTA under this Agreement or Applicable Laws, upon the occurrence of the termination of this Agreement or a Product Addendum (i) by TOYOTA pursuant to Section 9.5(b), (ii) by TOYOTA as a result of a default by JOBY pursuant to Section 9.4(a), (iii) by Joby Aero pursuant to Section 9.4(c) or Section 9.6, or (iii) by either Party pursuant to Section 9.4(b), in each case prior to the expiration of the Term, Joby Aero shall pay to TOYOTA, in respect of each Product to which such termination applies, an amount equal to the sum of (collectively, the "True-Up Amount"):

(i) [****]; and

(ii) [****].

In the interest of clarity, in case of termination of a Product Addendum the amounts to be paid by Joby Aero to TOYOTA shall be calculated based on the Products covered by the terminated Purchase Addendum and costs incurred by TOYOTA with respect to such Products.

(b) Except as otherwise specified by TOYOTA (including in the case of any Aircraft or Product sale or use not permitted by Section 5.4), upon termination or expiration of this Agreement for any reason, TOYOTA will continue to process and deliver to Joby Aero any Products ordered and accepted by TOYOTA pursuant to a Confirmed Purchase Order prior to the effective date of any such termination or expiration.

(c) Upon termination or expiration of this Agreement for any reason, Joby Aero will pay TOYOTA (1) all invoiced amounts remaining unpaid by Joby Aero and (2) [*****].

(d) Termination of this Agreement shall not relieve either Party of any obligation incurred prior thereto or for any obligation, which by its terms is to take effect upon termination or survive termination. Any remedy a Party is granted under this Agreement shall be without prejudice to any other remedy available to a Party under this Agreement or Applicable Laws.

9.8 Survival. Upon termination or expiration of this Agreement, the Parties' obligations hereunder shall terminate. Notwithstanding the foregoing, all provisions of this Agreement that are expressly or by implication to come into or continue in force and effect after the expiration or termination of this Agreement, including the provisions of Sections 4.3, 5.1(b), 5.2, 5.3, 5.4, 6.4, 8.4, 8.5, 8.6, 8.8, and 8.9, and Articles IX, X (other than Section 10.4, excluding Joby Aero's obligation to procure and maintain Aircraft, Aviation General Liability insurance, which shall survive and remain in effect following the expiration or termination of this Agreement), XI, XII and XIII, shall remain in effect and be enforceable following such expiration or termination. No such termination shall relieve any Party from liability for any prior or subsequent breach of this Agreement.

ARTICLE X. INDEMNIFICATION; INSURANCE

10.1 JOBY Indemnification. JOBY shall defend, indemnify and hold harmless TOYOTA, its Affiliates and each of their respective directors, officers, shareholders, partners, members, agents and employees (collectively, the "**TOYOTA Indemnified Parties**"), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys' fees (collectively, "**Liabilities**") resulting from:

(a) any claims asserting that the Products or TOYOTA's manufacturing or selling thereof in accordance with applicable Specifications infringe or misappropriate any patent, proprietary right, invention, trade secret, copyright, trademark, service mark or other intellectual property right of any third party;

(b) any claims by any consumer, customer of any JOBY Entity, Governmental Authority or other third-party arising out of any injury, death, or damage resulting from any products or service offered by Joby Aero or its Affiliates, including the use or misuse of the Products, other than as a result of TOYOTA's gross negligence or willful misconduct in the manufacture of the Products according to the Product's Specifications;

(c) any violation by Joby Aero or its Affiliates of Applicable Laws; or

- (d) any resale of a Product not permitted by Section 5.4(b).

10.2 TOYOTA Indemnification. TOYOTA shall defend, indemnify and hold harmless Joby Aero, its Affiliates and each of their respective directors, officers, shareholders, partners, members, agents and employees (collectively, the “**JOBY Indemnified Parties**”), from and against all Liabilities resulting from:

- (a) any claims (other than claims subject to Section 10.1(a)) asserting that Toyota’s methods for manufacturing a Product infringe or misappropriate any patent, proprietary right, invention, trade secret, copyright, trademark, service mark or other intellectual property right of any third party; or
- (b) any violation by TOYOTA or its Affiliates of Applicable Laws.

10.3 Indemnification Procedure. When TOYOTA or Joby Aero, as applicable (an “**Indemnifying Party**”) is required to indemnify a **JOBY Indemnified Party** or TOYOTA Indemnified Party, as applicable (the “**Indemnified Party**”) in accordance with this Article X, the Indemnifying Party shall assume on behalf of such Indemnified Party, and conduct with due diligence and in good faith, the defense of any claim against such party, whether or not the Indemnifying Party shall be joined therein, and the Indemnified Party shall reasonably cooperate with the Indemnifying Party in such defense. The Indemnifying Party shall be in charge of the defense and settlement of such claim; *provided*, that without relieving the Indemnifying Party of its obligations hereunder or impairing the Indemnifying Party’s right to control the defense or settlement thereof, the Indemnified Party may elect to participate through separate counsel in the defense of any such claim, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party, except in the event that (a) the Indemnified Party shall have reasonably concluded that there exists a material conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defense of such claim (in which case the Indemnifying Party shall not have the right to control the defense or settlement of such claim on behalf of such Indemnified Party); or (b) the Indemnifying Party shall not have employed counsel to assume the defense of such claim within a reasonable time after notice of the commencement of an action thereon, in which case the fees and expenses of counsel shall be paid by the Indemnifying Party. No Indemnifying Party shall settle any such claims or actions in a manner which would require any admission of fault or guilt or any other action or forbearance from action by any Indemnified Party without the prior written consent of the Indemnified Party.

10.4 Insurance.

- (a) Coverage.
 - (i) Each Party, at its cost, must procure and maintain throughout the Term:
 - (1) Workers’ compensation or similar insurance providing statutory coverage for all personnel providing services hereunder that shall comply in all respects to the statutes of the jurisdiction, state, locality, territory or province where services shall be provided or performed or having jurisdiction over such personnel, including international travel;
 - (2) Employer’s liability insurance in the amount of at least \$1,000,000 for all claims in one policy period; and
 - (3) Commercial general liability insurance, including coverage for all premises and operations, broad form property damage and contractual liability (including without limitation, that specifically

assumed herein), with limits of not less than \$1,000,000 per occurrence single limit for bodily injury and property damage combined and \$2,000,000 in the aggregate. Limits required may be met by any combination of primary and umbrella/excess insurance.

(ii) Additionally, in the case of Joby Aero, before the earlier to occur of (A) any Aircraft in which a Product is incorporated is first airborne (including for testing purposes) and (B) any Product is resold by Joby in any manner other than as integrated component of the Aircraft (or as a replacement part for an integrated component of the Aircraft) (subject to the prior written consent of TOYOTA as provided in Section 5.4(b)), Joby Aero must further [*****]:

- (1) [*****]; and
- (2) [*****].

(b) Requirements for insurance.

(i) Each Party must carry the insurance coverage listed in Section 10.4(a) with one or more insurers reasonably acceptable to the other Party.

(ii) Thirty (30) days of any Aircraft incorporating a Product being airborne, each Party shall submit to the other Party certificates of insurance evidencing all required coverage.

(iii) All policies must include a provision that the insurer will endeavor to provide thirty (30) days prior written notice before cancelling its coverage.

(iv) Without prejudice to the minimum coverage requirements mandated by this Section 10.4, each Party will provide notice to the other Party of any reduction in limits to any of the above-mentioned policies.

(v) All coverage required under this Agreement must be primary and non-contributing with any similar insurance that a Party maintains, and any certificate furnished by a Party shall be endorsed to state that is the case. Each Party reserves the right to increase the dollar amount of required coverage if the parties renew this Agreement.

(vi) Additionally, with respect to the policies described Sections 10.4(a)(i) and 10.4(a)(ii) required to be maintained by Joby Aero, the following additional requirements shall apply:

- (1) Such insurance policy(ies) shall [*****].
- (2) Such insurance policy(ies) shall cover risks of loss, damage or injury associated directly or indirectly with the performance of Joby Aero's or any other JOBY Entities' obligations. If JOBY personnel will be working at a location of TOYOTA or a TOYOTA Affiliate, an alternate employer endorsement is required on the Workers Compensation insurance program.

(3) Joby Aero shall provide TOYOTA with proof of the acquisition of all such insurance coverages in the form of one or more certificates of insurance [*****].

(4) [*****].

(5) Such insurance policies shall be procured from insurers with an A.M. Best's performance rating of at least A- and with a financial size category of at least Class VII. TOYOTA's approval of any of Joby Aero's insurance policies does not relieve or limit any of Joby Aero's obligations under the Agreement, including but not limited to any indemnity or defense obligations hereunder, or for claims outside the scope of the coverage, excluded by, or which exceed the required insurance limits of such policy(ies).

ARTICLE XI.

LIMITATION OF LIABILITY

11.1 Limitation of Liability, Special Damages. Sections 5.2 (Failure to Comply with Warranties) and 5.3 (Warranty) above states TOYOTA's sole obligation, and the sole remedy of JOBY, for any defect in any of the Products sold hereunder. Except in respect of damages actually awarded to a third party for which an indemnification claim is made by an Indemnified Party pursuant to Article X, neither Party shall be liable to the other Party for any consequential, incidental, special, exemplary or punitive damages arising hereunder, regardless of whether any such claim arises out of breach of contract, guaranty or warranty, tort, product liability, indemnity, contribution, strict liability or any other legal theory.

11.2 Limitation of Liability, General Damages. TOYOTA's aggregate, collective liability to Joby Aero and its Affiliates and each of their respective directors, officers, shareholders, partners, members, agents and employees, whether in tort, warranty, contract or any other legal theory, for loss or damage during the Term is limited to [*****].

ARTICLE XII.

FORCE MAJEURE

12.1 No liability shall result from the delay in performance or nonperformance caused by a Force Majeure Event; *provided that*: (a) the Party affected by such event, as soon as reasonably practical after obtaining knowledge of the occurrence of the claimed event, gives the other Party prompt oral notice, followed by a written notice, fully describing the particulars of the occurrence; (b) the suspension of performance is of no greater scope and of no longer duration than is required by the event; and (c) the Party affected by such event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. If the Party affected by such event suspends performance of its obligations under this Agreement with respect to a Product for three (3) months or more after the occurrence of such event, the other Party may, in its sole discretion and on written notice to the affected party, terminate this Agreement (and the associated Product Addendum) with respect to such Product without further liability (provided that this Agreement, and the associated Product Addendum(s) for all other Products, shall continue in full force and effect with respect to all such other Products). The burden of proof as to whether a Force Majeure Event has occurred and whether such event excuses a Party from performance under this Agreement shall be upon the Party claiming such Force Majeure Event.

ARTICLE XIII.
MISCELLANEOUS PROVISIONS

13.1 Confidentiality. Except as set forth herein, Confidential Information received from any Party shall be retained by the other party in strict confidence. The Party receiving such Confidential Information shall not use or disclose it except (a) as set forth herein; (b) as expressly agreed in writing by the Party disclosing such information; (c) to the extent required by law or required to be disclosed to any Governmental Authority; or (d) to the extent disclosed to any professional advisors of such Party provided that such advisors shall be under a similar duty of confidentiality. If disclosure of such Confidential Information is required by law, the Party receiving such information shall immediately notify the other Party of such requirement prior to such disclosure and reasonably cooperate, acting reasonably and in good faith, with the other Party with any efforts to prevent or oppose such disclosure. In all cases, Confidential Information of the other Party shall be used by a Party only in connection with its performance under this Agreement and for no other purpose.

13.2 Public Disclosure. The Parties shall consult with each other as to the form, substance and timing of any press release or other public disclosure related to this Agreement or the transactions contemplated hereby and no such press release or other public disclosure shall be made without the consent of the other Party hereto, which consent shall not be unreasonably withheld or delayed; *provided, however*, that the Parties may make such disclosure to the extent permitted above or to the extent required by Applicable Law, including the requirements of the any domestic or foreign stock exchange.

13.3 No Transfer of Intellectual Property Rights. TOYOTA does not grant hereunder and JOBY does not receive hereunder any ownership right, title or interest in any intellectual property (including all trade secrets, patents, patent applications, rights to file patents, copyright, inventions, ideas, processes, discoveries, designs, techniques, technical data, software (hard copies and machine readable formats) and know-how) of TOYOTA, and JOBY does not grant hereunder and TOYOTA does not receive hereunder any ownership right, title or interest in any intellectual property (including all trade secrets, patents, patent applications, rights to file patents, copyright, inventions, ideas, processes, discoveries, designs, techniques, software (hard copies and machine readable formats) and know-how) of JOBY. For the avoidance of doubt, this Section 13.3 in no way affects the intellectual property ownership or license provisions contained in the Collaboration Agreement or in any other written agreement entered into between the Parties or their Affiliates, all of which provisions shall remain in full force and effect in accordance with their terms notwithstanding any provision to the contrary contained in this Agreement.

13.4 Notices. All notices or other communications under this Agreement required or permitted to be given hereunder in writing shall, unless expressly provided otherwise, be in writing, properly addressed, postage pre-paid (as applicable), and delivered by hand, certified or registered mail, nationally recognized overnight courier or email to the appropriate address as shown below or as otherwise designated from time to time by providing notice thereof of other addresses. Any notice or other communications given in accordance herewith shall be deemed given (i) on the date of delivery, if hand delivered, (ii) on the date of receipt (iii) three Business Days after the date of mailing, if mailed by registered or certified mail, return receipt requested, and (iv) one Business Day after the date of sending, if sent by a nationally recognized overnight courier; *provided* that notice given in accordance with this Section 13.4 but received on any day other than a Business Day or after business hours in the place of receipt, will be deemed given on the next Business Day in that place. Notices delivered by email shall not be considered to be delivered until confirmation of receipt is received through a reply electronic message.

If to TOYOTA:
Toyota Motor Corporation
[*****]
Attention: [*****]
Email: [*****]

With a copy to: Toyota Motor North America, Inc.
6565 Headquarters Drive
Plano, Texas 75024
Attention: General Counsel

If to Joby Aero: Joby Aero, Inc.
2155 Delaware Ave.
Ste. 225
Santa Cruz, CA 95060
Attention: [*****]

Email: [*****]

With a copy to: [*****]

13.5 Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ITS RULES ON CONFLICTS OF LAWS. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or any Purchase Order.

13.6 Consent to Jurisdiction. Subject to Section 13.8, each Party hereby irrevocably consents and agrees to the non-exclusive jurisdiction of the state and federal courts of competent jurisdiction located in the State of New York, Borough of Manhattan, USA, and any appellate courts therefrom, for the adjudication of any claim, complaint, legal action or proceeding brought under this Agreement, and each of the Parties hereby (a) accepts the jurisdiction of the foregoing courts, (b) irrevocably agrees to be bound by any final judgment (after any appeal) of any such court, and (c) irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venues of any suit, action or proceedings with respect hereto brought in any such court, and further irrevocably waives to the fullest extent permitted by law any claim that any such suit, action or proceedings brought in any such court has been brought in an inconvenient forum. Each of the Parties agrees that a final judgment (after any appeal) in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner to the extent provided by law.

13.7 Waiver of Jury Trial. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT THEY MAY HAVE TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION, OR IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING

WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

13.8 Dispute Resolution.

(a) Dispute Resolution Objective. Unless otherwise expressly provided in this Agreement and except for any claims for equitable relief, all Disputes will be subject to this Section 13.8. Either Party may initiate the dispute resolution procedure of this Section 13.8 by giving the other Party written notice in accordance with the terms of Section 13.4 of any dispute (“**Notice of Dispute**”).

(b) Negotiation and Mediation. Within ten (10) days of a Notice of Dispute provided to a Party in accordance with Section 13.4, senior executives of each Party will meet in person, or by teleconference, at a mutually agreeable time and place, and thereafter as often as they reasonably deem necessary, to attempt in good faith to resolve the Dispute. If the Dispute is not resolved within ten (10) days following the Notice of Dispute, the Parties will submit the Dispute to mediation before a mutually agreed mediator from Judicial Arbitration and Mediation Services (“**JAMS**”) or its successor, to be scheduled within ten (10) days. All negotiations pursuant to this Section 13.8 are confidential and are deemed compromise and settlement negotiations for the purposes of applicable rules of evidence. Each Party will bear its own costs with respect to any mediation, and the other costs of the mediation will be shared equally between the Parties.

(c) Arbitration. In the event the Parties are unable to resolve any dispute by negotiations or mediation as set forth in Section 13.8(b), the Parties will submit the Dispute to binding arbitration before a mutually agreed arbitrator from JAMS or its successor. If the Parties cannot agree on an arbitrator within five (5) days after the commencement of the arbitration, each Party will select an arbitrator, who is not employed by or a consultant to either Party, and the two selected arbitrators will select a third arbitrator, who is not employed by or a consultant to either Party. Any arbitrator chosen hereunder will have reasonable education and training relevant to the Dispute. The arbitration will be held in accordance with the JAMS Comprehensive Arbitration Rules and Procedures. The location of the arbitration will be in the State of New York, Borough of Manhattan. The decision of the arbitrator will be binding on the Parties and will be final and non-appealable. Any decision by the arbitrator(s) will not be interpreted as an admission against interest of any Party and will not be admissible as evidence in any subsequent court action with a third party. The prevailing Party in any arbitration will be entitled to an award of all costs, fees and expenses, including reasonable attorneys’ fees, with respect to the matters submitted to the arbitration once the arbitrator reaches a decision.

(d) No Court Proceedings. Unless otherwise provided elsewhere in this Agreement, no Party may institute any court proceedings concerning any Dispute. The dispute resolution procedure of this Section 13.8 is the sole remedy, unless otherwise provided elsewhere in this Agreement, for resolving Disputes. Notwithstanding the foregoing, the Parties may initiate court proceedings in a court of competent jurisdiction (i) to enforce any arbitration award between the Parties, or (ii) for claims for equitable relief. The Party seeking enforcement of an arbitration award will be entitled to an award of all costs, fees and expenses, including reasonable attorneys’ fees, to be paid by the Party against whom enforcement is ordered.

13.9 Assignment; Subcontracting.

(a) Assignment. Other than as set forth in this Section 13.9, neither Party may assign, delegate, or otherwise transfer this Agreement, in whole or in part, to any third party without the prior written consent of the other Party. Notwithstanding the foregoing, TOYOTA may assign or delegate all or a portion of its rights and obligations hereunder to an Affiliate with, in the case of assignment, prior written notice to Joby Aero. Any purported assignment of this Agreement in violation of this Section 13.9 shall be null and void. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns.

(b) Subcontracting. TOYOTA may engage one or more subcontractors in the manufacture and supply of the Products subject to the following:

(i) TOYOTA shall maintain complete and accurate records regarding all subcontracted items and/or processes. TOYOTA's use of subcontractors shall comply with TOYOTA's quality assurance system approval for said subcontractors.

(ii) No subcontracting by TOYOTA shall relieve TOYOTA of its obligation under the applicable Confirmed Purchase Order. Utilization of a Joby Aero-approved source does not constitute a waiver of TOYOTA's responsibility to meet all specification requirements.

(iii) TOYOTA shall use reasonable efforts to include as part of its subcontracts those elements of this Agreement that protect Joby Aero's rights including but not limited to all quality provisions. In addition, TOYOTA shall provide to its subcontractors sufficient information to document clearly that the work being performed by TOYOTA's subcontractor is to facilitate performance under this Agreement or any Confirmed Purchase Order. Sufficient information may include but is not limited to Confirmed Purchase Order number.

13.10 Independent Contractor. Each Party is an independent contractor and is not a partner, agent or employee of the other Party. Nothing contained in this Agreement shall be construed as constituting a joint venture or partnership between TOYOTA and Joby Aero. Both Parties recognize the commercial nature of this Agreement and neither Party will owe any fiduciary duty to the other Party or any third party with respect to the performance of any of its obligations under this Agreement.

13.11 No Rights in Third Parties. Except as otherwise expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties and shall not imply or create any rights on the part of, or obligations to, any other Person. Notwithstanding the foregoing, and for the avoidance of doubt, to the extent this Agreement imposes (or purports to impose) any obligations, duties or restrictions on any Joby Entity that is not a party to this Agreement, Joby Aero acknowledges and agrees that it shall be directly responsible for any violation or breach of any such obligation, duty or restriction by any such Joby Entity, and that in addition to any other rights or remedies that TOYOTA may have against such Joby Entity, TOYOTA may exercise all rights and remedies hereunder or as otherwise provided by law or in equity as would be available to TOYOTA had Joby Aero directly violated or breached such obligation, duty or restriction.

13.12 Entire Agreement. Except as otherwise set forth in this Agreement, this Agreement supersedes all existing arrangements or agreements by and between the Parties hereto relating to the subject matter hereof, whether written or oral.

13.13 Waiver. The terms and provisions of this Agreement may not be waived except in writing signed by the party against whom the waiver is charged. A waiver by either Party of any breach of any term or provision hereof shall not constitute a waiver of any other breach of any term or provision of this Agreement.

13.14 Amendments. Any modification or amendment to this Agreement shall only be effective if it is in writing and signed by both Parties.

13.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile, "PDF" or other customary electronic execution and delivery of this Agreement, and any Purchase Order submitted pursuant to this Agreement, is legal, valid and binding for all purposes.

13.16 Further Assurances. Each Party agrees to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement.

13.17 Filings. The Parties will each procure that any registrations, filings and/or submissions required under the laws of any jurisdiction are made to the extent that the provisions of such laws apply to each of them. The Parties will co-ordinate and cooperate with one another in providing such information and all reasonable assistance to the other as may be requested in connection with any such registrations, filings and/or submissions.

13.18 Remedies Cumulative. The rights and remedies of each of the Parties under or pursuant to this Agreement are cumulative, may be exercised as often as such Party considers appropriate and are in addition to its rights and remedies under general law.

13.19 Severability. The invalidity of one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the validity of the remaining portions of this Agreement so long as the material purposes of this Agreement can be determined and effectuated.

13.20 Joint Effort. Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not be construed more severely against one of the Parties than against the other. Any rule of construction that ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement, or any amendments hereto.

13.21 Mutual Representations. As of the Effective Date, each of TOYOTA and Joby Aero represent and warrant to the other Party that:

(a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and is qualified to do business in all jurisdictions where failure to do so qualify would have a material adverse effect on its ability to perform this Agreement;

(b) It is not in violation of any law applicable to it or any order, judgment or decree entered against it which, individually or in the aggregate, would materially and adversely affect its performance of any obligations under this Agreement;

(c) There are no legal or arbitration proceedings or any proceeding before any Governmental Authority, now pending or (to the knowledge of such Party) threatened against it which, if adversely determined, could reasonably be expected to have a material adverse effect on the ability of it to perform its obligations under this Agreement;

(d) It holds all Governmental Approvals required to permit it to perform its obligations contemplated by this Agreement;

(e) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not conflict with or result in a breach of, constitute a default under or require any consent under any Applicable Law by which it is bound or any agreement or instrument to which it is a party or by which it is bound;

(f) It has all necessary power and authority to execute, deliver and perform its obligations under this Agreement;

(g) The execution, delivery and performance of this Agreement have been duly authorized by all necessary action on its part;

(h) This Agreement has been duly and validly executed and delivered by it; and

(i) This Agreement constitutes a valid and binding obligation of it enforceable against it in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application referring to or affecting enforcement of creditor's rights and general principals of equity.

[Remainder of the page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized and empowered officers or representatives as of the date first above written.

JOBY:

JOBY Aero, Inc.

By : /s/ JoeBen Bevirt

Name: JoeBen Bevirt
Title: President and CEO

TOYOTA:

Toyota Motor Corporation

By : /s/ [*****]

Name: [*****]
Title: Project General Manager

EXHIBITS

Exhibit A – Form of Product Addendum

Exhibit B – Form of Purchase Order

Exhibit C – Form of Purchase Order Acknowledgement

Exhibit D – Limited Product Warranty Terms

Exhibit E – Quality Assurance Agreement

Exhibit F – Engineering Change Notification Process

Exhibit G – Prototype Parts Terms and Conditions

Certain information contained in this document, marked by [*****], has been omitted because it is (i) not material and (ii) customarily and actually treated by the registrant as private or confidential.

Other Transaction for Prototype Agreement

Between

The United States Air Force

[*****]

and

JOBY AERO, Inc.

333 Encinal St

Santa Cruz, CA 95060-2132

[*****]

Agreement No: FA8614-22-9-0003 **P00009**

Purchase Request Number: [*****]

Line of Accounting: [*****]

Total Agreement amount including all options: **\$131,576,894.00 (+\$55,412,810.00)**

Total Amount of Agreement: **\$34,431,270.00 (+\$9,564,270.00)**

Total Funds Obligated: **\$34,431,270.00 (+\$9,564,270.00)**

Authority: 10 U.S.C. § 4022

Effective Date of Award: **Date of Agreements Officer Signature**

This is a Bilateral Modification is entered into between the United States of America, hereinafter called the Government, represented by The United States Air Force (USAF) and Joby Aero, Inc. hereinafter called the Performer, pursuant to Article III B of Agreement FA8614-22-9-0003. The purpose of this modification is Joby Phase 3 Beddown which adds Aircraft 1-9 (e.g., site activation, flight readiness reports, flight test data and reliability reports, etc.), fixed simulator and support, pilot training, maintenance training, Section 848 ETP compliance work, and media as described in Attachment 1 – Statement of Work and Attachment 6 - Beddown. This modification adds Attachment 6 and establishes ALINs: [***]. The total agreement amount has increased from \$24,867,000.00 to \$34,431,270.00 and obligation amount has increased from \$24,867,000.00 to \$34,431,270.00. Additionally, Articles XXVI, XXVII and XXVIII were added; and Articles I, II, V, VI, and Attachment 1 was modified to support the Joby Phase 3 Beddown Modification. All other terms and conditions remained unchanged.**

FOR JOBY AERO, INC. FOR THE GOVERNMENT
UNITED STATES AIR FORCE

/s/ JoeBen Bevirt /s/ [*****]

(Signature and Date) (Signature and Date)

JoeBen Bevirt [*****]
Chief Executive Officer Agreements Officer
Joby Aero, Inc. [*****]

UNCLASSIFIED

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ARTICLE I: Scope of the Agreement

A. Background

This Agreement is a Small Business Innovation Research (SBIR) Phase III award. The Program was set forth in the Joby Aero Proposal dated 04 October 2021 and subsequent updated Price Proposal and SOW dated 04 January 2022, copies of which are in possession of both parties. The referenced Statement of Work (SOW) at initial agreement award and follow on modification is attached hereto as Attachment 1, 5, and 6. The scope of this agreement includes [*****]. The scope of work includes, but is not limited to:

- [*****]
- [*****]
- [*****]
- [*****]
- [*****]
- [*****]

B. Definitions

In this Agreement, the following definitions apply:

Agreement: The body of this Agreement and all Attachments, which are expressly incorporated in and made a part of the Agreement.

Agreements Officer (AO): The person identified by the Government in this Agreement authorized to enter into, administer, or terminate this Agreement.

Agreements Officer's Representative (AOR): The individual designated by the Government on a per project basis to monitor all technical aspects; the AOR shall only assist in agreement administration of the specific project to the extent expressly delegated such administration authority in writing in this agreement by the responsible Agreements Officer.

Background IP: All discoveries, innovations, Know-How and inventions, whether patentable or not, including computer software, recognized under U.S. law as intellectual creations to which rights of ownership accrue, including, but not limited to, patents, trade secrets, mask works, and copyrights owned by Performer prior to the date of this Agreement or acquired, made, conceived, developed or reduced to practice by or for Performer outside of the performance of this Agreement.

Business Days or Working Day: Every official working day of the week and do not include weekends or U.S. Federal holidays.

Contracting Activity: Means an element of an agency designated by the agency head and delegated broad authority regarding acquisition functions. It also means elements, or another agency designated by the director of a defense agency which has been delegated contracting authority through its agency charter.

Data: Recorded information, regardless of form or method of recording, which includes but is not limited to, technical data, software, maskworks, and trade secrets. The term does not include financial, administrative, cost, pricing or management information and does not include subject inventions, included in Article VII.

Date of Completion: The date on which all work is completed or the date on which the period of performance ends.

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Deliverables: The tangible materials, items, information or any Services outputs, reports and/or results (including any related documentation) to be delivered by the Performer, to the Government, pursuant to a Statement of Work in consideration for payment of the price.

Effective Date: Means the date when this Agreement is signed and executed by the Agreements Officer for the Government.

Foreign Firm or Institution: A firm or institution organized or existing under the laws of a country other than the United States, its territories, or possessions. The term includes, for purposes of this Agreement, any agency or instrumentality of a foreign Government; and firms, institutions or business organizations which are owned or substantially controlled by foreign Governments, firms, institutions, or individuals.

Government: The United States of America, as represented by The United States Air Force (USAF).

Government-Furnished Equipment/Property: Equipment is a tangible item needed for the performance of an agreement. Furthermore, equipment is not intended for sale, and does not lose its identity or become a component of an article when put in use. Property in the possession of, or directly acquired by the Government and subsequently furnished to the contractor for the purpose of the agreement.

Know-How: All information including, but not limited to discoveries, formulas, materials, inventions, processes, ideas, approaches, concepts, techniques, methods, software, programs, documentation, procedures, firmware, hardware, technical data, specifications, devices, apparatus and machines.

Other Transactions Agreement (OTA): The term commonly used to refer to the 10 USC 4022 authority to enter into transactions other than contracts, grants or cooperative agreements. The Department of Defense (DoD) currently has authority to make awards that are directly relevant to enhancing the mission effectiveness of military personnel and the supporting platforms, systems, components, or materials proposed to be acquired or developed by the Department of Defense, or to improvement of platforms, systems, components, or materials in use by the armed forces. OTAs are acquisition instruments that generally, are not subject to the federal laws and regulations governing procurement (FAR based) contracts. As such, they are not required to comply with the Federal Acquisition Regulation (FAR), its supplements (i.e. DFARS) or laws that are limited in applicability to procurement contracts.

Party/Parties: Includes, collectively, the Government (represented by The United States Air Force) and the Performer.

Performer: The Contractor, Joby Aero, Inc., henceforth referred to as the contractor, performer, Joby, or Joby Aviation.

Program: Research and development being conducted by the Performer, as set forth in Attachment 1, Statement of Work (SOW) and the SOW's subsequent Attachments 5 and 6.

Project: The total work to be conducted by the Performer pursuant to the Statement of Work.

Property: Any tangible personal property other than property actually consumed during the execution of work under this agreement. For purposes of this article, "property" does not include the deliverable prototype, which is the aircraft

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availability reports, digital engineering reports, and technical and commercialization reports.

Payable Milestones: Means a structured schedule of observable achievements on the critical path to experiment success with a fixed amount to be paid to the Performer at the start and/or end of each milestone, assuming each milestone entry and/or exit criteria has been met.

Signatory Authority: Refers to the individual that has the authority to legally bind a Party to an agreement.

Technology: Discoveries, innovations, Know-How and inventions, whether patentable or not, including computer software, recognized under U.S. law as intellectual creations to which rights of ownership accrue, including, but not limited to, patents, trade secrets, mask works, and copyrights developed under this Agreement.

C. Scope

Prior to entering this Agreement, the Performer conducted a [*****]. Under the terms of this agreement, the Performer shall be responsible for performance of the work set forth in the Statement of Work incorporated in this Agreement as Attachment 1, and subsequent Attachments 5 and 6.

ARTICLE II: TERMS

A. Term of this Agreement

The Agreement commences upon the date of the last signature hereon and continues based upon the delivery schedule set forth in Article V, paragraph A. Provisions of this Agreement, by which their express terms, or by necessary implication, apply for periods of time other than specified in Article V, paragraph A herein, shall be given effect, notwithstanding this Article.

B. Termination Provisions

Subject to a reasonable determination that the program, or a project funded under the program, will not produce beneficial results commensurate with the expenditure of resources, the Government may terminate performance of work under this OTA, in whole or in part, if the AO determines that a termination is in the Government's interest. The AO shall terminate by delivering to the Performer a Notice of Termination specifying the extent of termination and the effective date which shall be no earlier than sixty (60) days after such notice.

After receipt of a Notice of Termination, and except as directed by the AO, the Performer shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due:

- (1) Stop work and direct its subcontractors/vendors/suppliers/partners to stop work as specified in the notice.
- (2) Place no further orders for materials, services, or facilities, except as necessary to complete the continued portion of the OTA.
- (3) Terminate all orders to the extent they relate to the work terminated.

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(4) Assign to the Government, as directed by the AO, all right, title, and interest of the Performer under the orders terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the AO, settle all outstanding liabilities and termination settlement proposals arising from the termination of orders; the approval or ratification will be final.

(6) As directed by the AO, deliver to the Government with the license and usage rights contemplated hereunder for such work product or corresponding Deliverable –

(i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated that, if the order had been completed, would have been required to be furnished to the Government; and

(ii) The completed or partially completed plans, drawings, information, and other property that, if the order had been completed, would have been required to be furnished to the Government.

(7) Complete performance of any work not terminated, if applicable.

In the event of a termination of this Agreement, the Government shall have patent rights (if any) as described herein. Failure of the Parties to agree to an equitable adjustment shall be resolved pursuant to the Disputes Article, Article VI.

Nothing in this section shall be construed as a limitation of the rights of either Party in the event of a breach of contract or default by the other party.

C. Stop Work

As directed by the AO, the Performer shall stop all, or any part, of the work called for under this Agreement for a period of 90 days after the written order is delivered, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this Article. Upon receipt of the order, the Performer shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered, or within any extension of that period to which the Parties shall have agreed, the AO shall either:

- (a) Cancel the stop-work order; or
- (b) Terminate the work covered under this Agreement.

If a stop-work order issued is canceled, the Contractor shall resume work. The Government shall make an equitable adjustment in the delivery schedule or negotiated price, or both, and the Government's share of this Agreement shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the cost properly allocable to, the performance of any part of this Agreement; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Government

decides the facts justify the action, the Government may receive and act upon a proposal submitted at any time before final payment under this Agreement.

D. Extension of Terms

The Parties may extend, by mutual written agreement, the term of this Agreement if funding availability and research opportunities reasonably warrant. Any extension shall be formalized through modification of the Agreement by the Agreements Officer and the Performer’s Signatory Authority.

E. Option for Increased Quantity

The Government may require the delivery of the numbered line item, identified in Article V – Obligation and Payment, in the quantity and at the price stated. The Contracting Officer may exercise the option by written notice to the Contractor by the Option exercise date identified in Article V. Delivery of added items shall continue at the same rate that like items are called for under the agreement, unless the parties otherwise agree.

F. Bi-Lateral Approval for Option ALINs

These Article II terms only apply to the following R&D option ALINs: [*****].

The Government will notify the performer no later than six (6) months in advance of the “Option Exercise Date” stated in Article V, of the Government’s intent to exercise Option ALINs. This notification of intent does not commit the Government to exercise the identified Option ALINs, nor does it provide direction to start work or incur costs. This notification is to allow the performer adequate time for planning purposes.

If the Government provides the notification outlined in this Article, the performer is provided the opportunity to approve or disapprove the exercise of the stated Option ALINs.

Performer approval or disapproval must be provided to the Agreement’s Officer (AO) by written notification within five (5) business days of the Government’s notification. If a written notification is not received by the AO within the stated number of days, it will be deemed as Performer approval and the Government will have the unilateral right to proceed with the option exercise.

Performer disapproval shall include thorough justification, discussing the negative impact to the performer that would be caused from the exercising of the Option ALINs, as well as what consideration the Performer will provide since the Government is relinquishing its unilateral right to exercise the Option(s). The performer must also provide a Solution Brief to identify ways of meeting the Government’s needs that the disapproved Option ALINs would have provided.

Justification for Performer disapproval cannot be based solely on the pre-negotiated price of the Option ALINs, and the Performer agrees not to attempt to renegotiate any Option ALINs based on price.

If the Government and Performer are unable to collectively identify an approach to meet the Government’s needs from the disapproved Option ALINs, the Agreement may be modified to reflect the change and incorporate the agreed-to consideration.

G. Aircraft 3-9 COCO/COGO Site Activation Operations

These Article II Terms only apply to [*****] in Attachment 6 and their subsequent ALINs [*****]. The site activation option for an individual aircraft must be executed prior or in conjunction with additional individual aircraft options. Meaning, a Flight Readiness Report or Flight Test Data and Reliability Report options for an individual

aircraft may not be executed unless the site activation for that aircraft has already been executed in a previous modification or executed in the same modification.

H. Section 848 – Exception to Policy (ETP)

Aircraft used in government directed test flights that are subject to DoD Policy Guidance for Procedures for the Operation and Procurement of Unmanned Aircraft Systems to Implement Section 848 of the National Defense Authorization Act for Fiscal Year 2020 shall require the appropriate approved ETP before flight. Government directed test flight ALIN options shall not be executed until the appropriate approved ETP and/or waiver is in place for applicable aircraft or the DoD Guidance policy has been rescinded.

ARTICLE III: MANAGEMENT OF THE PROJECT

A. Management and Project Structure

The Performer shall be responsible for the overall technical and project management of the Project, and technical planning and execution shall remain with the Performer. The Government AO, in consultation with the Government Project Manager (PM), shall provide recommendations regarding Project developments and technical collaboration and be responsible for the review and verification of the completed milestones.

The Government and the Performer are bound to each other by a duty of good faith in achieving the Project objectives as identified in Attachment 1.

B. Modifications

At any time during the term of the Agreement, progress or results may indicate a change is required in the SOW/scope in order to achieve Project objectives. Recommendations for modifications by the Performer shall be documented in writing and delivered by the Performer to the Government AO. This documentation will detail the technical, chronological, schedule, and financial impact of the proposed modification to the Project. The AO and the Performer shall execute a revised Schedule of Milestones and Payments for milestones for modifications that affect technical aspects of the project/program, schedule, and/or cost/price. The Government AO and the Performer shall approve any Agreement modification. Recommendations by the Government for modifications to be conducted by the Performer shall be documented in writing and delivered to the Performer by the Government AO.

Changes as described herein shall be mutually agreed between the Parties and memorialized via an Agreement modification, to include, but not limited to, a change in Project scope, price, and/or schedule.

For minor or administrative Agreement modifications (e.g. changes in the paying office or appropriation data, changes to Government or the Performer's personnel identified in the Agreement, etc.) no signature is required by the Performer.

The Government AO will be responsible for instituting all modifications to this Agreement.

ARTICLE IV: AGREEMENT ADMINISTRATION

Unless otherwise provided in this Agreement, approvals permitted or required to be made by the Government may be made only by the Government AO. Administrative and contractual matters under this Agreement shall be referred to the following representatives of the parties:

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A. Government Points of Contact:

Agreements Officer (AO):

[*****]

Government Project Manager (PM):

[*****]

B. Performer Points of Contact

Performer's Administrative/Contracting Officer & Project Manager:

[*****]

Government Operations Lead

[*****]

Each Party may change its representatives named in this Article by written notification to the other party. The Government AO will affect the change as stated in Article III, paragraph B.

ARTICLE V: OBLIGATION AND PAYMENT

A. Obligation and Payments

1. Obligations. The Government's liability to make payments to the Performer is limited to only those funds obligated under the Agreement or by modification to the Agreement. In no case shall the Government's financial liability exceed the amount obligated under this Agreement. The Government may obligate funds to the Agreement incrementally.

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Accounting Classification															
Supplemental Accounting Classification															
ACRN	PR	Appropriation (1)	Limit	FC/Y (2)	DAC/ASN (3)	BPAC/RCCC (4)	MPC (5)	EEIC (6)	PROC ELEM (7)	ADSN (8)	CPN RCPNT (9)	ESP ALD	CSN	FSR PSR DSR	TOTAL DOLLAR VALUE
*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
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*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****

ACRN	MIPR	Dep	Beg FY	End FY	Account M/Sub	Object Class	Reim Flag	Budget Line	Sub Limit	Agency Loc Code	Agency ID	Funding Center	Cost Center	Project ID	Activity ID	Cost Element Code	TOTAL DOLLAR VALUE
*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****

ALIN	Deliverable(s) (Quantity 1)	SOW Paragraph	Delivery Date	Payment Amount	Option Exercise Date	Option ALIN	ACRN	Data Rights	Acceptance Criteria
1101	*****	*****	*****	*****	N/A	N/A	AA	SBIR Data Rights	*****
1102	*****	*****	*****	*****	N/A	N/A	AA	SBIR Data Rights	*****
1103	*****	*****	*****	*****	N/A	N/A	AA	SBIR Data Rights	*****
1104	*****	*****	*****	*****	N/A	N/A	AA	SBIR Data Rights	*****

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1210	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
1211	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
1212	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
1301	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
1302	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
1303	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
1304	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
1305	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
1306	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
1307	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
1308	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
1309	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
1310	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
1311	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
1312	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
1313	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
1314	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
1315	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
1316	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
1317	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
1318	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
1319	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
1320	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]

ALIN DESCRIPTION

Joby shall deliver a summary of [*****]. Joby will facilitate [*****].

Payment will be made upon completion and submission of an [*****] and upon proper WAWF invoicing. All reports shall be delivered via electronic submission to the Agreements Officer and Government Program Manager identified in Article IV.

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ALIN	Deliverable(s) (Quantity 1)	SOW Paragraph	Delivery Date	Payment Amount	Option Exercise Date	Option ALIN	ACRN	Data Rights	Acceptance Criteria
2101	[*****]	[*****]	[*****]	[*****]	[*****]	-	AB	SBIR Data Rights	[*****]
2102	[*****]	[*****]	[*****]	[*****]	[*****]	-	AB	SBIR Data Rights	[*****]
2103	[*****]	[*****]	[*****]	[*****]	[*****]	-	AB	SBIR Data Rights	[*****]
2104	[*****]	[*****]	[*****]	[*****]	[*****]	-	AB	SBIR Data Rights	[*****]
2201	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
2202	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
2203	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
2204	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
2301	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
2302	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
2303	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
2304	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]

ALIN DESCRIPTION

Joby shall deliver [*****].

[*****]. Lead time for planning and approval of test plan should be no less than 60 days.

Payment will be made upon completion and submission of a Test Summary Report and upon proper WAWF invoicing. All reports shall be delivered via electronic submission to the Agreements Officer and Government Program Manager identified in Article IV.

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ALIN	Deliverable(s) (Quantity 1)	SOW Paragraph	Delivery Date	Payment Amount	Option Exercise Date	Option ALIN	ACRN	Data Rights	Acceptance Criteria
3101	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AA	SBIR Data Rights	[*****]
3102	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AA	SBIR Data Rights	[*****]
3103	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AA	SBIR Data Rights	[*****]
3104	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AA	SBIR Data Rights	[*****]
3111	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AA	SBIR Data Rights	[*****]
3112	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AA	SBIR Data Rights	[*****]
3113	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AA	SBIR Data Rights	[*****]
3114	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AA	SBIR Data Rights	[*****]
3201	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
3202	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
3203	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
3204	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
3211	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
3212	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
3213	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
3214	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
3301	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
3302	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
3303	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
3304	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
3311	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
3312	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
3313	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
3314	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]

ALIN DESCRIPTION

To assist with the training, development of[*****], Joby shall deliver [*****].

Payment will be made upon completion of the period of performance and evidence of availability and upon proper WAWF invoicing. All reports shall be delivered via electronic submission to the Agreements Officer and Government Program Manager identified in Article IV.

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<u>ALIN</u>	<u>Deliverable(s) (Quantity 1)</u>	<u>SOW Paragraph</u>	<u>Delivery Date</u>	<u>Payment Amount</u>	<u>Option Exercise Date</u>	<u>Option ALIN</u>	<u>ACRN</u>	<u>Data Rights</u>	<u>Acceptance Criteria</u>
4101	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AA	SBIR Data Rights	[*****]
4102	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AA	SBIR Data Rights	[*****]
4103	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AA	SBIR Data Rights	[*****]
4104	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AA	SBIR Data Rights	[*****]
4201	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
4202	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
4203	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
4204	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
4301	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
4302	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
4303	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
4304	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]

ALIN DESCRIPTION

To assist with the training, development of[*****], Joby shall deliver a [*****].

Payment will be made upon completion of the period of performance and evidence of availability and upon proper WAWF invoicing. All reports shall be delivered via electronic submission to the Agreements Officer and Government Program Manager identified in Article IV.

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<u>ALIN</u>	<u>Deliverable(s) (Quantity 1)</u>	<u>SOW Paragraph</u>	<u>Delivery Date</u>	<u>Payment Amount</u>	<u>Option Exercise Date</u>	<u>Option ALIN</u>	<u>ACRN</u>	<u>Data Rights</u>	<u>Acceptance Criteria</u>
5101	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AA	SBIR Data Rights	[*****]
5102	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AA	SBIR Data Rights	[*****]
5201	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
5202	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
5203	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
5204	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
5301	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
5302	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
5303	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
5304	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]

ALIN DESCRIPTION

Joby shall deliver [*****]. This [*****] is designed to evaluate [*****].

Payment will be made upon completion of the period of performance and evidence of availability and upon proper WAWF invoicing. All reports shall be delivered via electronic submission to the Agreements Officer and Government Program Manager identified in Article IV.

<u>ALIN</u>	<u>Deliverable(s) (Quantity 1)</u>	<u>SOW Paragraph</u>	<u>Delivery Date</u>	<u>Payment Amount</u>	<u>Option Exercise Date</u>	<u>Option ALIN</u>	<u>ACRN</u>	<u>Data Rights</u>	<u>Acceptance Criteria</u>
6101	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AG	SBIR Data Rights	[*****]
6102	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AG	SBIR Data Rights	[*****]
6103	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AG	SBIR Data Rights	[*****]
6104	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AG	SBIR Data Rights	[*****]
6105	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AG	SBIR Data Rights	[*****]

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6106	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AG	SBIR Data Rights	[*****]
6201	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
6202	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
6203	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
6204	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
6205	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
6206	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
6301	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
6302	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
6303	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
6304	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
6305	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
6306	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
6307	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
6308	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
6309	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
6310	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]

ALIN DESCRIPTION

Joby shall deliver [*****].

Payment will be made upon completion and submission of the [*****] and upon proper WAWF invoicing. All reports shall be delivered via electronic submission to the Agreements Officer and Government Program Manager identified in Article IV.

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ALIN	Deliverable(s) (Quantity 1)	SOW Paragraph	Delivery Date	Payment Amount	Option Exercise Date	Option ALIN	ACRN	Data Rights	Acceptance Criteria
7101	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AG	SBIR Data Rights	[*****]
7102	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AG	SBIR Data Rights	[*****]
7103	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AG	SBIR Data Rights	[*****]
7104	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AG	SBIR Data Rights	[*****]
7105	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AG	SBIR Data Rights	[*****]
7106	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AG	SBIR Data Rights	[*****]
7201	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
7202	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
7203	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
7204	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
7205	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
7206	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
7301	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
7302	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
7303	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
7304	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
7305	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
7306	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
7307	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]

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7308	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
7309	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
7310	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]

ALIN DESCRIPTION

Joby shall deliver [*****].

Payment will be made upon completion and submission of the S4 Simulator Training Report and upon proper WAWF invoicing. All reports shall be delivered via electronic submission to the Agreements Officer and Government Program Manager identified in Article IV.

<u>ALIN</u>	<u>Deliverable(s) (Quantity 1)</u>	<u>SOW Paragraph</u>	<u>Delivery Date</u>	<u>Payment Amount</u>	<u>Option Exercise Date</u>	<u>Option ALIN</u>	<u>ACRN</u>	<u>Data Rights</u>	<u>Acceptance Criteria</u>
8101	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AG	SBIR Data Rights	[*****]
8102	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AG	SBIR Data Rights	[*****]
8103	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AG	SBIR Data Rights	[*****]
8104	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AG	SBIR Data Rights	[*****]
8105	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AG	SBIR Data Rights	[*****]
8106	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AG	SBIR Data Rights	[*****]
8201	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
8202	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
8203	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
8204	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
8205	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
8206	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]

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8301	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
8302	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
8303	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
8304	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
8305	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
8306	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
8307	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
8308	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
8309	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
8310	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]

ALIN DESCRIPTION

Joby shall deliver [*****]. Each deliverable shall be a report of [*****].

Payment will be made upon completion and submission of the [*****] and upon proper WAWF invoicing. All reports shall be delivered via electronic submission to the Agreements Officer and Government Program Manager identified in Article IV.

ALIN	Deliverable(s) (Quantity 1)	SOW Paragraph	Delivery Date	Payment Amount	Option Exercise Date	Option ALIN	ACRN	Data Rights	Acceptance Criteria
9101	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AA	SBIR Data Rights	[*****]
9102	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AA	SBIR Data Rights	[*****]
9103	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AA	SBIR Data Rights	[*****]
9203	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
9303	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]

ALIN DESCRIPTION

Preliminary [*****] Report

Identifies and evaluates [*****]. The report can be delivered in report or presentation format.

Final Report

Initial draft is due 30 days prior to delivery date. The final report’s first page will be a single-page summary identifying the work’s purpose, providing a brief description of effort accomplished, and listing potential results and applications. A Public Summary Section shall be included and may be published by DoD and, therefore, will not contain proprietary information. The final report shall also detail project objectives met, work completed, results obtained, and technical feasibility estimates. This report shall be in Microsoft Word or PDF format.

SBIR Phase 3 Summary Report (*****)

The phase three summary report shall include a technology description and anticipated applications/benefits for Government and/or private sector use for a year of performance. This report shall be in Microsoft Word or PDF format and delivered via email to the Government Program Manager and Agreements Officer.

Payment will be made upon written acceptance of each deliverable by the Government Program Manager and upon proper WAWF invoicing. All reports shall be delivered via electronic submission to the Agreements Officer and Government Program Manager identified in Article IV.

<u>ALIN</u>	<u>Deliverable</u>	<u>SOW Paragraph</u>	<u>Delivery Date</u>	<u>Payment Amount</u>	<u>Option Exercise Date</u>	<u>Option ALIN</u>	<u>ACRN</u>	<u>Data Rights</u>	<u>Acceptance Criteria</u>
101010	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AC	SBIR Data Rights	[*****]
101020	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AC	SBIR Data Rights	[*****]
101030	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AC	SBIR Data Rights	[*****]
101040	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AC	SBIR Data Rights	[*****]
101050	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AC	SBIR Data Rights	[*****]
101060	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AC	SBIR Data Rights	[*****]
101070	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AC	SBIR Data Rights	[*****]
101080	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AC	SBIR Data Rights	[*****]
101090	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AD	SBIR Data Rights	[*****]
101100	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AD	SBIR Data Rights	[*****]
101110	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AD	SBIR Data Rights	[*****]
101120	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AD	SBIR Data Rights	[*****]
101130	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AD	SBIR Data Rights	[*****]
101140	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
101150	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
101160	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
101170	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
101180	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]

101190	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
101200	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
101210	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
101220	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
101230	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
101240	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
101250	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
101260	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
101270	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
101280	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
101290	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
101300	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
101310	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]

ALIN DESCRIPTION

Joby shall deliver the [*****] deliverables as outlined in Attachment 5. Payment will be made upon submission and acceptance of the ALIN’s associated deliverables and proper WAWF invoicing. All reports shall be delivered via electronic submission to the Agreements Officer and Government Program Manager identified in Article IV.

<u>ALIN</u>	<u>Deliverable</u>	<u>SOW Paragraph</u>	<u>Delivery Date</u>	<u>Payment Amount</u>	<u>Option Exercise Date</u>	<u>Option ALIN</u>	<u>ACRN</u>	<u>Data Rights</u>	<u>Acceptance Criteria</u>
111010	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AD	SBIR Data Rights	[*****]
111020	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AD	SBIR Data Rights	[*****]
111030	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AD	SBIR Data Rights	[*****]
111040	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
111050	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
111060	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]

ALIN DESCRIPTION

Joby shall deliver the [*****] deliverables as outlined in Attachment 5. Payment will be made upon submission and acceptance of the ALIN’s associated deliverables and proper WAWF invoicing. All reports shall be delivered via electronic submission to the Agreements Officer and Government Program Manager identified in Article IV.

<u>ALIN</u>	<u>Deliverable</u>	<u>SOW Paragraph</u>	<u>Delivery Date</u>	<u>Payment Amount</u>	<u>Option Exercise Date</u>	<u>Option ALIN</u>	<u>ACRN</u>	<u>Data Rights</u>	<u>Acceptance Criteria</u>
121010	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AE	SBIR Data Rights	[*****]
121020	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AE	SBIR Data Rights	[*****]
121030	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AE	SBIR Data Rights	[*****]
121040	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AE	SBIR Data Rights	[*****]
121050	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AE	SBIR Data Rights	[*****]
121060	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AE	SBIR Data Rights	[*****]
121070	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
121080	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
121090	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
121100	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
121110	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
121120	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
121130	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
121140	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
121150	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]

ALIN DESCRIPTION

Joby shall deliver the [*****] deliverables as outlined in Attachment 5. Payment will be made upon submission and acceptance of the ALIN's associated deliverables and proper WAWF invoicing. All reports shall be delivered via electronic submission to the Agreements Officer and Government Program Manager identified in Article IV.

<u>ALIN</u>	<u>Deliverable</u>	<u>SOW Paragraph</u>	<u>Delivery Date</u>	<u>Payment Amount</u>	<u>Option Exercise Date</u>	<u>Option ALIN</u>	<u>ACRN</u>	<u>Data Rights</u>	<u>Acceptance Criteria</u>
131010	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AD	SBIR Data Rights	[*****]
131020	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AD	SBIR Data Rights	[*****]
131030	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AD	SBIR Data Rights	[*****]
131040	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]

ALIN DESCRIPTION

Joby shall deliver the [*****] equipment deliverables as outlined in Attachment 5. Payment will be made upon submission and acceptance of the ALIN's associated deliverables and proper WAWF invoicing. All reports shall be delivered via electronic submission to the Agreements Officer and Government Program Manager identified in Article IV.

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<u>ALIN</u>	<u>Deliverable</u>	<u>SOW Paragraph</u>	<u>Delivery Date</u>	<u>Payment Amount</u>	<u>Option Exercise Date</u>	<u>Option ALIN</u>	<u>ACRN</u>	<u>Data Rights</u>	<u>Acceptance Criteria</u>
141010	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AE	SBIR Data Rights	[*****]

ALIN DESCRIPTION

Joby shall deliver the [*****] deliverable as outlined in Attachment 5. Payment will be made upon submission and acceptance of the ALIN's associated deliverables and proper WAWF invoicing. All reports shall be delivered via electronic submission to the Agreements Officer and Government Program Manager identified in Article IV.

<u>ALIN</u>	<u>Deliverable</u>	<u>SOW Paragraph</u>	<u>Delivery Date</u>	<u>Payment Amount</u>	<u>Option Exercise Date</u>	<u>Option ALIN</u>	<u>ACRN</u>	<u>Data Rights</u>	<u>Acceptance Criteria</u>
151010	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AE	SBIR Data Rights	[*****]
151020	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AE	SBIR Data Rights	[*****]
151030	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AE	SBIR Data Rights	[*****]
151040	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AE	SBIR Data Rights	[*****]
151050	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AE	SBIR Data Rights	[*****]
151060	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AE	SBIR Data Rights	[*****]
151070	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AE	SBIR Data Rights	[*****]
151080	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AE	SBIR Data Rights	[*****]
151090	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AE	SBIR Data Rights	[*****]
151100	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
151110	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
151120	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
151130	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
151140	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
151150	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
151160	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
151170	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
151180	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]

ALIN DESCRIPTION

Joby shall deliver the [*****] deliverables as outlined in Attachment 5. Payment will be made upon submission and acceptance of the ALIN's associated deliverables and proper WAWF invoicing. All reports shall be delivered via electronic submission to the Agreements Officer and Government Program Manager identified in Article IV.

<u>ALIN</u>	<u>Deliverable</u>	<u>SOW</u>	<u>Deliver By or Before Date</u>	<u>Payment Amount</u>	<u>Option Exercise Date</u>	<u>Option ALIN</u>	<u>ACRN</u>	<u>Data Rights</u>	<u>Acceptance Criteria</u>
010000	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AJ	SBIR Data Rights	[*****]

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01002B	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
01002C	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
01002D	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
01002E	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
01002F	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
01002G	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
01002H	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
01002I	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
01002J	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
01002K	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
01002L	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
01002M	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
01002N	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]

ALIN DESCRIPTION

Joby shall deliver the [*****] deliverables as outlined in Attachment 6. Payment will be made upon submission and acceptance of the ALIN’s associated deliverables and proper WAWF invoicing. All reports shall be delivered via electronic submission to the Agreements Officer and Government Program Manager identified in Article IV.

<u>ALIN</u>	<u>Deliverable</u>	<u>SOW</u>	<u>Deliver By or Before Date</u>	<u>Payment Amount</u>	<u>Option Exercise Date</u>	<u>Option ALIN</u>	<u>ACRN</u>	<u>Data Rights</u>	<u>Acceptance Criteria</u>
02000	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AJ	SBIR Data Rights	[*****]
02000A	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AJ	SBIR Data Rights	[*****]
02000B	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AJ	SBIR Data Rights	[*****]
02000C	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AJ	SBIR Data Rights	[*****]
02000D	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AJ	SBIR Data Rights	[*****]
02000E	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AJ	SBIR Data Rights	[*****]
02000F	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AJ	SBIR Data Rights	[*****]
02000G	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AJ	SBIR Data Rights	[*****]
02000H	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AJ	SBIR Data Rights	[*****]
02000I	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AJ	SBIR Data Rights	[*****]
02000J	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AJ	SBIR Data Rights	[*****]
02000K	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AJ	SBIR Data Rights	[*****]

02002M	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
02002N	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]

ALIN DESCRIPTION

Joby shall deliver the [*****] deliverables as outlined in Attachment 6. Payment will be made upon submission and acceptance of the ALIN’s associated deliverables and proper WAWF invoicing. All reports shall be delivered via electronic submission to the Agreements Officer and Government Program Manager identified in Article IV.

<u>ALIN</u>	<u>Deliverable</u>	<u>SOW</u>	<u>Deliver By or Before Date</u>	<u>Payment Amount</u>	<u>Option Exercise Date</u>	<u>Option ALIN</u>	<u>ACRN</u>	<u>Data Rights</u>	<u>Acceptance Criteria</u>
030000	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
03001A	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
03001B	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
03001C	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
03001D	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
03001E	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
03001F	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
03001G	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
03001H	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
03001I	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
03001J	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
03001K	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
03001L	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
03001M	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
03001N	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
03002A	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
03002B	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
03002C	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
03002D	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
03002E	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
03002F	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
03002G	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
03002H	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]

03002I	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
03002J	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
03002K	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
03002L	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
03002M	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
03002N	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]

ALIN DESCRIPTION

Joby shall deliver the [*****] deliverables as outlined in Attachment 6. Payment will be made upon submission and acceptance of the ALIN's associated deliverables and proper WAWF invoicing. All reports shall be delivered via electronic submission to the Agreements Officer and Government Program Manager identified in Article IV.

<u>ALIN</u>	<u>Deliverable</u>	<u>SOW</u>	<u>Deliver By or Before Date</u>	<u>Payment Amount</u>	<u>Option Exercise Date</u>	<u>Option ALIN</u>	<u>ACRN</u>	<u>Data Rights</u>	<u>Acceptance Criteria</u>
04000	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
04001A	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
04001B	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
04001C	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
04001D	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
04001E	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
04001F	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
04001G	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
04001H	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
04001I	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
04001J	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
04001K	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
04001L	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
04001M	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
04001N	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
04002A	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
04002B	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
04002C	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
04002D	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]

04002E	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
04002F	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
04002G	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
04002H	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
04002I	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
04002J	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
04002K	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
04002L	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
04002M	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
04002N	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]

ALIN DESCRIPTION

Joby shall deliver the [*****] deliverables as outlined in Attachment 6. Payment will be made upon submission and acceptance of the ALIN's associated deliverables and proper WAFF invoicing. All reports shall be delivered via electronic submission to the Agreements Officer and Government Program Manager identified in Article IV.

<u>ALIN</u>	<u>Deliverable</u>	<u>SOW</u>	<u>Deliver By or Before Date</u>	<u>Payment Amount</u>	<u>Option Exercise Date</u>	<u>Option ALIN</u>	<u>ACRN</u>	<u>Data Rights</u>	<u>Acceptance Criteria</u>
050000	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
05001A	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
05001B	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
05001C	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
05001D	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
05001E	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
05001F	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
05001G	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
05001H	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
05001I	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
05001J	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
05001K	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
05001L	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
05001M	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
05001N	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]

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05002A	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
05002B	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
05002C	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
05002D	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
05002E	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
05002F	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
05002G	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
05002H	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
05002I	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
05002J	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
05002K	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
05002L	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
05002M	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
05002N	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]

ALIN DESCRIPTION

Joby shall deliver the [*****] deliverables as outlined in Attachment 6. Payment will be made upon submission and acceptance of the ALIN's associated deliverables and proper WAWF invoicing. All reports shall be delivered via electronic submission to the Agreements Officer and Government Program Manager identified in Article IV.

<u>ALIN</u>	<u>Deliverable</u>	<u>SOW</u>	<u>Deliver By or Before Date</u>	<u>Payment Amount</u>	<u>Option Exercise Date</u>	<u>Option ALIN</u>	<u>ACRN</u>	<u>Data Rights</u>	<u>Acceptance Criteria</u>
060000	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
06001A	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
06001B	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
06001C	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
06001D	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
06001E	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
06001F	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
06001G	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
06001H	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
06001I	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
06001J	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]

UNCLASSIFIED

06001K	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
06001L	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
06001M	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
06001N	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
06002A	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
06002B	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
06002C	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
06002D	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
06002E	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
06002F	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
06002G	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
06002H	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
06002I	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
06002J	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
06002K	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
06002L	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
06002M	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
06002N	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]

ALIN DESCRIPTION

Joby shall deliver the [*****] deliverables as outlined in Attachment 6. Payment will be made upon submission and acceptance of the ALIN's associated deliverables and proper WAWF invoicing. All reports shall be delivered via electronic submission to the Agreements Officer and Government Program Manager identified in Article IV.

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<u>ALIN</u>	<u>Deliverable</u>	<u>SOW</u>	<u>Deliver By or Before Date</u>	<u>Payment Amount</u>	<u>Option Exercise Date</u>	<u>Option ALIN</u>	<u>ACRN</u>	<u>Data Rights</u>	<u>Acceptance Criteria</u>
07000	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
07002A	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
07002B	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
07002C	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
07002D	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
07002E	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
07002F	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
07002G	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
07002H	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
07002I	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
07002J	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
07002K	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
07002L	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
07002M	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
07002N	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]

ALIN DESCRIPTION

Joby shall deliver the [*****] deliverables as outlined in Attachment 6. Payment will be made upon submission and acceptance of the ALIN's associated deliverables and proper WAWF invoicing. All reports shall be delivered via electronic submission to the Agreements Officer and Government Program Manager identified in Article IV.

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08000	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
08002A	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
08002B	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
08002C	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
08002D	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
08002E	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
08002F	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
08002G	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
08002H	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
08002I	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
08002J	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
08002K	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
08002L	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
08002M	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
08002N	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]

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09000	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
09002A	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
09002B	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
09002C	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
09002D	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
09002E	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
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09002G	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
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09002I	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
09002J	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
09002K	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
09002L	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
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100001	[*****]	[*****]	[*****]	[*****]	N/A	N/A		SBIR Data Rights	[*****]
100002	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
100003	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]

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110001	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AJ	SBIR Data Rights	[*****]
110002	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AJ	SBIR Data Rights	[*****]
110003	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AJ	SBIR Data Rights	[*****]
110004	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AJ	SBIR Data Rights	[*****]
110005	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AJ	SBIR Data Rights	[*****]
110006	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
110007	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
110008	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
110009	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
110010	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
110011	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
110012	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
110013	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
110014	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
110015	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]

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120001	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AJ	SBIR Data Rights	[*****]
120002	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AJ	SBIR Data Rights	[*****]
120003	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AJ	SBIR Data Rights	[*****]
120004	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AJ	SBIR Data Rights	[*****]
120005	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AJ	SBIR Data Rights	[*****]
120006	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
120007	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
120008	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
120009	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
120010	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
120011	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
120012	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
120013	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
120014	[*****]	[*****]	[*****]	[*****]	[*****]	√	-	SBIR Data Rights	[*****]
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130001	[*****]	[*****]	[*****]	[*****]	N/A	N/A	AJ	SBIR Data Rights	[*****]
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B. Payments

1. The Performer agrees to maintain an established accounting system, which complies with Generally Accepted Accounting Principles (GAAP) and the

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requirements of this Agreement, and shall ensure that appropriate arrangements have been made for receiving, distributing and accounting for all funding under the Agreement. An acceptable accounting system is one in which all cash receipts and disbursements are controlled and documented properly.

2. Invoice Payments are Net 30 days
3. Limitation of Funds: In no case shall the Government's financial liability exceed the amount obligated under this Agreement.
4. The Performer is required to utilize the WAWF system when processing invoices and receiving reports under this Agreement.
5. The Performer shall:
 - a. Ensure an Electronic Business Point of Contact is designated within the System for Award Management at <https://www.sam.gov> and
 - b. Register to use WAWF on the PIEE site (<https://piee.eb.mil/>), within ten (10) calendar days after award of this Agreement. Instructions are located here: <https://piectraining.eb.mil/wbt/xhtml/wbt/portal/overview/vendorRegister.xhtml>.
6. The Performer is directed to use the 2-in-1 format when processing invoices.
7. Payments will be made by the cognizant Defense Finance and Accounting Services office, as indicated in Attachment 2, Wide Area Workflow Instructions, within thirty (30) calendar days of an accepted invoice in WAWF. Attachment 2 details how to submit and process invoices through WAWF.

ARTICLE VI: DISPUTES

A. General

The Parties shall communicate with one another in good faith and in a timely and cooperative manner when raising issues under this Agreement.

B. Dispute Resolution Procedures

1. Any disagreement, claim or dispute between the Parties concerning questions of fact or law arising from or in connection with this Agreement, and, whether or not involving an alleged breach of this Agreement, may be raised only under this Article.
2. Whenever disputes, disagreements, or misunderstandings arise, the Parties shall attempt to resolve the issue(s) involved by discussion and mutual agreement as soon as practicable. In no event shall a dispute, disagreement or misunderstanding, which arose more than twelve (12) months prior to the notification made under subparagraph B.3. of this Article constitute the basis for relief under this Article unless the Head of the Contracting Activity (HCA) (or designee) of the represented Government Organization, in the interests of justice, waives this requirement.
3. Failing resolution by mutual agreement, the aggrieved Party shall document the dispute, disagreement, or misunderstanding by notifying the other Party in writing of the relevant facts, identify unresolved issues, and specify the clarification or

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remedy sought. Within five (5) working days after providing notice to the other Party, the aggrieved Party may, in writing, request a joint decision by the *Head of the Contracting Activity (HCA)* (or designee) and the *Performer's senior executive, no lower than CEO level*, appointed by the Performer. The other Party shall deliver a written position on the matter(s) in dispute within thirty (30) calendar days after being notified that a decision has been requested. The HCA (or designee) and the Performer's appointed senior executive shall conduct a review of the matter(s) in dispute and render a mutual decision in writing within thirty (30) calendar days of receipt of such written position. Any such joint decision is final and binding.

C. Limitation of Damages/Liabilities

Claims for damages of any nature whatsoever pursued under this Agreement shall be limited to direct damages only up to the aggregate amount of Government funding disbursed as of the time the dispute arises. Except as listed in Para D of this Article, in no event shall either party be liable to the other Party or any third party for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

D. Performer Acceptance of Risk and Insurance Requirements

The Performer shall obtain full liability insurance sufficient to cover total loss of aircraft, property damage, third party liability, name the Air Force as a beneficiary and provide a certificate of insurance to the Agreement Officer and Government Program Manager on an annual basis or if changes in coverage have occurred. The risk of damage to, or loss, or destruction of aircraft, injury to any personnel, or property/structures during operation, and in flight, remains with the Performer, at no additional cost to the Government. The Performer shall ensure and maintain oversight to aircraft operation in accordance with their stated insurance and in conjunction with AF designated GFR identified within this agreement.

ARTICLE VII: PATENT RIGHTS

(a) As used in this article-

Invention means any invention or discovery that is or may be patentable or otherwise protectable under title 35 of the U.S. Code, or any variety of plant that is or may be protectable under the Plant Variety Protection Act ([7 U.S.C. 2321](#), *et seq.*)

Made means-

- (1) When used in relation to any invention other than a plant variety, the conception or first actual reduction to practice of the invention; or
- (2) When used in relation to a plant variety, that the Performer has at least tentatively determined that the variety has been reproduced with recognized characteristics.

Nonprofit organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 ([26 U.S.C. 501\(c\)](#)) and exempt from taxation under section 501(a) of the Internal Revenue Code ([26 U.S.C. 501\(a\)](#)), or any nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

“Practical application” means to manufacture, in the case of a composition of product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits

are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

Subject invention means any invention of the Performer made in the performance of work under this agreement.

(b) *Performer's rights.*

(1) *Ownership.* The Performer may retain ownership of each subject invention throughout the world in accordance with the provisions of this clause.

(2) *License.*

(i) The Performer shall retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, unless the Performer fails to disclose the invention within the times specified in paragraph (c) of this clause. The Performer's license extends to any domestic subsidiaries and affiliates within the corporate structure of which the Performer is a part, and includes the right to grant sublicenses to the extent the Performer was legally obligated to do so at agreement award. The license is transferable only with the written approval of the agency, except when transferred to the successor of that part of the Performer's business to which the invention pertains.

(ii) The Performer's license may be revoked or modified by the agency to the extent necessary to achieve expeditious practical application of the subject invention in a particular country in accordance with the procedures in sub-paragraphs (a) and (b) below.

(a) In response to a third party's proper application for an exclusive license, the contractor's domestic license may be revoked or modified to the extent necessary to achieve expeditious practical application of the subject invention. The application shall be submitted in accordance with the applicable provisions in 37 CFR part 404 and agency licensing regulations. The contractor's license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the subject invention reasonably accessible to the public. The license in any foreign country may be revoked or modified to the extent the contractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that country.

(b) Before revoking or modifying the performer's license in accordance with paragraph (a) above, the agreement officer shall furnish the performer a written notice of intention to revoke or modify the license. The agency shall allow the performer at least 30 days after the notice to show cause why the license should not be revoked or modified. The Performer has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency licensing regulations, any decisions concerning the revocation or modification.

(c) *Performer's obligations.*

(1) The Performer shall disclose in writing each subject invention to the Agreement Officer within two (2) months after the inventor discloses it in writing to Performer personnel responsible for patent matters. The disclosure shall identify the inventor(s) and this agreement under which the subject invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure shall also identify any publication, on sale (*i.e.*, sale or offer for sale), or public use of the subject invention, or whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition, after disclosure to the agency, the Performer shall promptly notify the Agreement Officer of the acceptance of any manuscript describing the subject invention for publication and any on sale or public use.

(2) The Performer shall elect in writing whether or not to retain ownership of any subject invention by notifying the Agreement Officer within 2 years of disclosure to the agency. However, in any case where publication, on sale, or public use has initiated the 1-year statutory

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period during which valid patent protection can be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than sixty (60) days prior to the end of the statutory period.

(3) The Performer shall file either a provisional or a nonprovisional patent application or a Plant Variety Protection Application on an elected subject invention within 1 year after election. However, in any case where a publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the Performer shall file the application prior to the end of that statutory period. If the Performer files a provisional application, it shall file a nonprovisional application within 10 months of the filing of the provisional application. The Performer shall file patent applications in additional countries or international patent offices within either 10 months of the first filed patent application (whether provisional or nonprovisional) or 6 months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) The Performer may request extensions of time for disclosure, election, or filing under paragraphs (c)(1), (c)(2), and (c)(3) of this article.

(d) *Government's rights-*

(1) *Ownership.* The Performer shall assign to the agency, on written request, title to any subject invention-

(i) If the Performer fails to disclose or elect ownership to the subject invention within the times specified in paragraph (c) of this article, or elects not to retain ownership; provided, that the agency may request title only within 60 days after learning of the Performer's failure to disclose or elect within the specified times.

(ii) In those countries in which the Performer fails to file patent applications within the times specified in paragraph (c) of this article; provided, however, that if the Performer has filed a patent application in a country after the times specified in paragraph (c) of this article, but prior to its receipt of the written request of the agency, the Performer shall continue to retain ownership in that country.

(iii) In any country in which the Performer decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(2) *License.* If the Performer retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world.

(e) *Performer action to protect the Government's interest.*

(1) The Performer shall execute or have executed and promptly deliver to the agency all instruments necessary to-

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions in which the Performer elects to retain ownership; and

(ii) Assign title to the agency when requested under paragraph (d) of this article and to enable the Government to obtain patent protection and plant variety protection for that subject invention in any country.

(2) The Performer shall require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in the Performer's format, each subject invention in order that the Performer can comply with the disclosure provisions of paragraph (c) of this article, and to execute all papers necessary to file patent applications on subject inventions and to establish

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the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information required by paragraph (c) (1) of this article. The Performer shall instruct such employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Performer shall notify the Agreement Officer of any decisions not to file a nonprovisional patent application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response or filing period required by the relevant patent office.

(4) The Performer shall include, within the specification of any United States nonprovisional patent or plant variety protection application and any patent or plant variety protection certificate issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the agreement) awarded by (identify the agency). The Government has certain rights in the invention."

(f) *Reporting on utilization of subject inventions*. The Performer shall deliver, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining utilization of the subject invention that are being made by the Performer or its licensees or assignees. The reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Performer, and other data and information as the agency may reasonably specify. The Performer also shall provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (h) of this article. The Performer also shall mark any utilization report as confidential/proprietary to help prevent inadvertent release outside the Government. As required by [35 U.S.C. 202\(c\)\(5\)](#), the agency will not disclose that information to persons outside the Government without the Performer's permission.

(g) *Preference for United States industry*. Notwithstanding any other provision of this article, neither the Performer nor any assignee shall grant to any person the exclusive right to use or sell any subject invention in the United States unless the person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for an agreement may be waived by the agency upon a showing by the Performer or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States, or that under the circumstances domestic manufacture is not commercially feasible.

(h) *March-in rights*. The Performer acknowledges that, with respect to any subject invention in which it has retained ownership, the agency has the right to require licensing pursuant to [35 U.S.C. 203 and 210\(c\)](#), and in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of agreement award.

(i) Special provisions for agreements with nonprofit organizations. If the Performer is a nonprofit organization, it shall-

(1) Not assign rights to a subject invention in the United States without the written approval of the agency, except where an assignment is made to an organization that has as one of its primary functions the management of inventions, *provided*, that the assignee shall be subject to the same provisions as the Performer;

(2) Share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (but through their agency if the agency deems it appropriate) when the subject invention is assigned in accordance with [35 U.S.C. 202\(e\)](#) and 37 CFR 401.10;

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(3) Use the balance of any royalties or income earned by the Performer with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions for the support of scientific research or education; and

(4) Make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business concerns, and give a preference to a small business concern when licensing a subject invention if the Performer determines that the small business concern has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business concerns; *provided*, that the Performer is also satisfied that the small business concern has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Performer.

(5) Allow the Secretary of Commerce to review the Performer's licensing program and decisions regarding small business applicants, and negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Performer could take reasonable steps to more effectively implement the requirements of paragraph (i)(4) of this article.

(j) *Communications*. TBD

(k) *Subcontracts*.

(1) The Performer shall include the substance of this article, including this paragraph (k), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.

(2) The Performer shall include in all other subcontracts for experimental, developmental, or research work the substance of the patent rights clause required by this article VII.

(3) At all tiers, the patent rights article must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Performer in the article. The Performer shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(4) In subcontracts, at any tier, the agency, the subcontractor, and the Performer agree that the mutual obligations of the parties created by this article constitute a contract between the subcontractor and the agency with respect to the matters covered by the article: provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Disputes statute in connection with proceedings under paragraph (h) of this article.

(m) *Background IP*. Notwithstanding any other provision of this Agreement to the contrary, the Performer exclusively retains all right, title, and interest in and to Background IP, and no license is granted thereto except as expressly set forth in this Agreement.

ARTICLE VIII: FOREIGN ACCESS TO TECHNOLOGY

This Article shall remain in effect during the term of the Agreement and for five (5) years thereafter.

A. General

The Parties agree that research findings and technology developments arising under this Agreement may constitute a significant enhancement to the national defense, and to the economic vitality of the United States. Accordingly, access to important technology developments under this Agreement by Foreign Firms or Institutions must be carefully controlled. The Performer shall comply with all

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applicable provisions of the International Traffic in Arms Regulations (22 C.F.R. Part 120, *et seq.*), the National Security Program Operating Manual (NISPOM) (DoD 5220.22-M), and the Department of Commerce's Export Administration Regulations (15 C.F.R. Part 730, *et seq.*).

B. Restrictions on Sale or Transfer of Technology to Foreign Firms or Institutions

1. *Definition.* "Export-controlled items," as used in this section, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes:
 - a. "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120.
 - b. "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.
2. The Performer shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Performer shall consult with the Department of State or experienced trade counsel regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce or experienced trade counsel regarding any questions relating to compliance with the EAR.
3. The Performer's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this section.
4. Nothing in the terms of this agreement adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—
 - a. The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, *et seq.*);
 - b. The Arms Export Control Act (22 U.S.C. 2751, *et seq.*);
 - c. The International Emergency Economic Powers Act (50 U.S.C. 1701, *et seq.*);
 - d. The Export Administration Regulations (15 CFR Parts 730-774);
 - e. The International Traffic in Arms Regulations (22 CFR Parts 120-130); and
 - f. Executive Order 13222, as extended.
5. In order to promote the national security interests of the United States and to effectuate the policies that underlie the regulations cited above, the procedures stated below shall apply to any Transfer of Technology. For purposes of this paragraph, a "Transfer" includes sales or licensing of Technology. Transfers do not include:

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- a. Sales of products or components; or
 - b. Licenses or assignments of Technology pursuant to any sponsored research, collaboration, co-development, OEM or similar agreement or strategic partnership, provided that such license does not relate to Technology developed under this Agreement that has national security implications specifically applicable to Government facilities, equipment, or interests.
 - c. Licenses of software or documentation related to sales of products or components; or
 - d. Transfer to foreign subsidiaries of the Performer for purposes related to this Agreement; or
 - e. Transfer which provides access to Technology to a Foreign Firm or Institution which is an approved source of supply or source for the conduct of research under this Agreement provided that such transfer shall be limited to that necessary to allow the firm or institution to perform its approved role under this Agreement.
6. The Performer shall deliver a timely notice to the Government of any proposed Transfers from the Performer of Technology developed under this Agreement to Foreign Firms or Institutions. If the Government determines that the Transfer may have adverse consequences to the national security interests of the United States, the Performer, its vendors, and the Government shall jointly endeavor to find alternatives to the proposed Transfer which obviate or mitigate potential adverse consequences of the Transfer but which provide substantially equivalent benefits to the Performer.
7. In any event, the Performer shall deliver written notice to the AOR and the AO of any proposed transfer to a foreign firm or institution at least sixty (60) calendar days prior to the proposed date of transfer. Such notice shall cite this Article and shall state specifically what is to be transferred and the general terms of the transfer. Within thirty (30) calendar days of receipt of the Performer's written notification, the AO shall advise the Performer whether it consents to the proposed transfer. In cases where the Government does not concur or sixty (60) calendar days after receipt and the Government provides no decision, the Performer may utilize the procedures under Article VI, Disputes. No transfer shall take place until a decision is rendered.
8. In the event a transfer of Technology to Foreign Firms or Institutions which is NOT approved by the Government takes place, the Performer shall (a) refund to Government funds paid for the development of the Technology and (b) the Government shall have a non-exclusive, nontransferable, irrevocable, paid-up license to practice, or to have practiced on behalf of the United States the Technology throughout the world for Government and any and all other purposes, particularly to effectuate the intent of this Agreement. Upon request of the Government, the Performer shall deliver written confirmation of such licenses.

C. Lower Tier Agreements

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The Performer shall include this Article, suitably modified, to identify the Parties, in all subcontracts or lower tier agreements, regardless of tier, for experimental, developmental, or research work.

ARTICLE IX: FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE

Foreign Ownership, Control, or Influence (FOCI) means the situation where the degree of ownership, control, or influence over a Performer by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information may result. The Performer shall immediately deliver to the cognizant security office and AO, a written notice of any change in the extent and nature of foreign ownership, control or influence over the Performer. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice, shall also be furnished concurrently to the Agreements Officer.

ARTICLE X: FOLLOW-ON PRODUCTION CONTRACTS OR OTHER TRANSACTIONS

In accordance with 10 U.S.C. § 4022, the Government may award a follow-on production contract or Other Transaction (OT) to the Performer following the successful completion of this entire Agreement, as modified.

The prototype project resulting from the agreement is complete upon the written determination from the Approving Official within the Program Management organization that efforts conducted under a Prototype OT: (1) met the key technical goals of a project; (2) satisfied success metrics incorporated into the Prototype OT; or (3) accomplished a particularly favorable or unexpected result that justifies the transition to production or deployment, as applicable. For this effort, successful completion is described as the point at which Joby Aero has delivered adequate evidence of the S4 eVTOL Prototype's safety, performance, mission utility, and cost, to justify procurement. The Performer will also be required to deliver a Final Report as described in Attachment 01 and this Report will be considered when determining successful completion. Furthermore, successful completion can occur prior to the conclusion of a prototype project to allow the Government to transition any aspect of the prototype project determined to provide utility into production or deployment, as applicable, while other aspects of the prototype project have yet to be completed.

ARTICLE XI: STATUTORY AUTHORITY

This Agreement is not a Federal procurement contract, grant, or cooperative agreement. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation not specifically mentioned in this Agreement. This Agreement is subject to the compliance requirements of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d) relating to nondiscrimination in Federally assisted programs. Additionally, this Agreement is subject to the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. chapter 78), Executive Order 13627, Strengthening Protections Against Trafficking in Persons in Federal Contracts, the International Traffic in Arms Regulations (22 C.F.R. Part 120, *et seq.*), the National Security Program Operating Manual (NISPOM) (DoD 5220.22-M), the Department of

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Commerce's Export Administration Regulations (15 C.F.R. Part 730, *et seq.*), and the Federal Property and Administrative Services Act (40 U.S.C. chapter 5), to the extent applicable to the activities to be conducted under this Agreement. In addition, the Procurement Integrity Act (41 U.S.C. §2101-2107) shall apply to this Agreement.

ARTICLE XII: PUBLIC RELEASE OR DISSEMINATION OF INFORMATION

There shall be no public dissemination or publication of information developed under this Agreement or contained in the reports to be furnished pursuant to this Agreement without prior written approval of the AOR or the Government PM. All technical reports will be given proper review by appropriate authority to determine which Distribution Statement is to be applied prior to the initial public distribution of these reports by the Performer. Unclassified patent related documents are exempt from prepublication controls and this review requirement. Dissemination or publication of information developed under this effort that has national security implications must be first approved in writing by the Program Manager if release is contemplated to foreign governments or companies.

For greater certainty and notwithstanding the foregoing, dissemination of information developed under this Agreement that is not of national security implications and not specifically applicable to Government facilities, equipment, or interests to Performer's existing or potential subcontractors, partners, vendors, suppliers or customers shall not be considered public dissemination or publication subject to the prepublication controls and review requirements noted herein.

The Performer shall deliver all proposed public releases for review and approval to the AO who will coordinate with AF public affairs. Public releases include press releases, specific publicity or advertisement, and publication or presentation, but exclude those relating to the open sourcing or licensing, sales or other commercial exploitation of products, services or technologies. In addition, articles for publication or presentation will contain a statement on the title page worded substantially as follows:

This research was, in part, funded by the U.S. Government. The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the official policies, either expressed or implied, of the U.S. Government.

ARTICLE XIII: ORDER OF PRECEDENCE

In the event of any inconsistency between the terms of this Agreement and language set forth in the Attachments, the inconsistency shall be resolved by giving precedence in the following order: (1) the body of this Agreement, (2) Attachments 1 – 4.

ARTICLE XIV: EXECUTION

This Agreement constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions among the Parties whether oral or written, with respect to the subject matter hereof. This Agreement may be revised only by written consent of the Performer and the Government AO. This Agreement, or modifications thereto, may be executed in counterparts each of which shall be deemed as original, but all of which taken together shall constitute one and the same instrument.

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ARTICLE XV: NON-ASSIGNMENT

This Agreement may not be assigned by any Party except by operation of law resulting from the merger of a Party into or with another corporate entity, in connection with a change of control of the Performer, a sale of substantially all of the Performer's assets to a third party, or to an affiliate as part of an internal reorganization of Performer.

ARTICLE XVI: FORCE MAJEURE

Neither Party shall be in breach of this Agreement for any failure of performance caused by any event beyond its reasonable control and not caused by the fault or negligence of that Party. If such a force majeure event occurs, the Party unable to perform shall promptly notify the other Party and shall in good faith maintain such partial performance as is reasonably possible and shall resume full performance as soon as is reasonably possible.

ARTICLE XVII: RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE-SMALL BUSINESS INNOVATION RESEARCH (SBIR) PROGRAM

(a) *Definitions.* As used in this article -

(1) *Commercial computer software* means software developed or regularly used for nongovernmental purposes which -

(i) Has been sold, leased, or licensed to the public;

(ii) Has been offered for sale, lease, or license to the public;

(iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this agreement; or

(iv) Satisfies a criterion expressed in paragraph (a)(1)(i), (ii), or (iii) of this article and would require only minor modification to meet the requirements of this agreement.

(2) *Computer database* means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.

(3) *Computer program* means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(4) *Computer software* means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that

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would enable the software to be reproduced, re-created, or recompiled. Computer software does not include computer databases or computer software documentation.

(5) *Computer software documentation* means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(6) *Covered Government support contractor* means a contractor (other than a litigation support contractor – covered by DFARS 252.204-7014) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor -

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to the technical data or computer software for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(7) *Data* means recorded information, regardless of the form or method of the recording. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

(8) *Detailed manufacturing or process data* means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(9) *Developed* means -

(i) (Applicable to technical data other than computer software documentation.) An item, component, or process, exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered “developed,” the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component or process be actually reduced to practice within the meaning of Title 35 of the United States Code;

(ii) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(iii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(iv) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

(10) *Developed exclusively at private expense* means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(11) *Developed exclusively with government funds* means development was not accomplished exclusively or partially at private expense.

(12) *Developed with mixed funding* means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(13) *Form, fit, and function data* means technical data that describe the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(14) *Generated* means technical data or computer software first created in the performance of this agreement.

(15) *Government purpose* means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software for commercial purposes or authorize others to do so.

(16) *Government purpose rights* means the rights to –

(i) Use, modify, reproduce, release, perform, display, or disclose technical data or computer software within the Government without restriction; and

(ii) Release or disclose technical data or computer software outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States Government purposes.

(17) "Limited rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if -

(i) The reproduction, release, disclosure, or use is -

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to -

(1) A covered Government support contractor in performance of its covered Government support contracts for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or

(2) A foreign government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluation or informational purposes;

(ii) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iii) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(18) *Minor modification* means a modification that does not significantly alter the nongovernmental function or purpose of computer software or is of the type customarily provided in the commercial marketplace.

(19) *Noncommercial computer software* means software that does not qualify as commercial computer software under paragraph (a)(1) of this article.

(20) "Restricted rights" apply only to noncommercial computer software and mean the Government's rights to -

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this agreement;

(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related

computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this article;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software provided that the Government may -

(A) Use the modified software only as provided in paragraphs (a)(20)(i) and (iii) of this article; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(20)(ii), (v), (vi), and (vii) of this article;

(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that -

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the non-disclosure agreement at [227.7103-7](#) of the Defense Federal Acquisition Regulation Supplement or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(20)(iv) of this article, for any other purpose; and

(D) Such use is subject to the limitations in paragraphs (a)(20)(i) through (iii) of this article;

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that -

(A) The intended recipient is subject to the non-disclosure agreement at [227.7103-7](#) or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

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(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(20)(iv) of this article, for any other purpose; and

(C) Such use is subject to the limitations in paragraphs (a)(20)(i) through (iii) of this article; and

(vii) Permit covered Government support contractors in the performance of Government contracts that contain the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, to use, modify, reproduce, perform, display, or release or disclose the computer software to a person authorized to receive restricted rights computer software, provided that -

(A) The Government shall not permit the covered Government support contractor to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(20)(iv) of this article, for any other purpose; and

(B) Such use is subject to the limitations in paragraphs (a)(20)(i) through (iv) of this article.

(21) "SBIR data" means all data developed or generated in the performance of a SBIR contract.

(22) "SBIR data protection period" means the period of time during which the Government is obligated to protect SBIR data against unauthorized use and disclosure in accordance with SBIR data rights. The SBIR protection period begins on the date of award of the agreement under which the SBIR data are developed or generated and ends 20 years after that date. This protection period is not extended by subsequent SBIR contracts under which any portion of that SBIR data is used or delivered. The SBIR data protection period of any such subsequent SBIR contract applies only to the SBIR data that are developed or generated under that subsequent contract.

(23) "SBIR data rights" means the Government's rights during the SBIR data protection period (specified in paragraph (b)(5) of this article) to use, modify, reproduce, release, perform, display, or disclose technical data or computer software generated a SBIR award as follows:

(i) Limited rights in such SBIR technical data; and

(ii) Restricted rights in such SBIR computer software.

(24) *Technical data* means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(25) *Unlimited rights* means rights to use, modify, reproduce, release, perform, display, or disclose, technical data or computer software in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

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(b) *Rights in technical data and computer software.* The Contractor grants or shall obtain for the Government the following royalty-free, world-wide, nonexclusive, irrevocable license rights in technical data or noncommercial computer software. All rights not granted to the Government are retained by the Contractor.

(1) *Unlimited rights.* The Government shall have unlimited rights in technical data, including computer software documentation, or computer software including such data generated under this agreement that are -

(i) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(ii) Corrections or changes to Government-furnished technical data or computer software;

(iii) Otherwise publicly available or have been released or disclosed by the Contractor or a subcontractor without restrictions on further use, release or disclosure other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data or computer software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(iv) Data or software in which the Government has acquired previously unlimited rights under another Government contract or as a result of negotiations;

(v) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with—

(A) Government purpose license rights, limited rights, or restricted rights, and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) *Government purpose rights.*

(i) The Government shall have government purpose rights for the period specified in paragraph (b)(2)(ii) of this Article in data that are—

(A) Not SBIR data, and are—

(1) Technical data pertaining to items, components, or processes developed with mixed funding, or computer software developed with mixed funding, except when the Government is entitled to unlimited rights in such data as provided in paragraph (b)(1) of this Article; or

(2) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes; or

(B) SBIR data, upon expiration of the SBIR data protection period.

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(ii)(A) For the non-SBIR data described in paragraph (b)(2)(i)(A) of this clause, the Government shall have Government purpose rights for a period of twenty years, or such other period as may be negotiated. This period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), or contract modification (including a modification to exercise an option) that required development of the items, components, or processes, or creation of the data described in paragraph (b)(2)(i)(A)(2) of this clause. Upon expiration of the twenty-year or other negotiated period, the Government shall have unlimited rights in the data.

(B) For the SBIR data described in paragraph (b)(2)(i)(B) of this clause, the Government shall have Government purpose rights perpetually, or for such other period as may be negotiated. This period commences upon the expiration of the SBIR data protection period.

(iii) The Government shall not release or disclose data in which it has government purpose rights unless—

(A) Prior to release or disclosure, the intended recipient is subject to the nondisclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use of Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license other, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this Article.

(3) *Limited rights.* The Government shall have limited rights in technical data, that were not generated under this agreement, pertain to items, components or processes developed exclusively at private expense, and are marked, in accordance with the marking instructions in paragraph (f)(1) of this article, with the legend prescribed in paragraph (f)(3) of this article.

(4) *Restricted rights in computer software.* The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise furnished to the Government under this agreement that were developed exclusively at private expense and were not generated under this agreement.

(5) *SBIR data rights.* Except for technical data, including computer software documentation, or computer software in which the Government has unlimited rights under paragraph (b)(1) of this article, the Government shall have SBIR data rights, during the SBIR data protection period of this contract, in all SBIR data.

(6) *Specifically negotiated license rights.* The standard license rights granted to the Government under paragraphs (b)(1) through (b)(5) of this article may be modified by mutual agreement to provide such rights as the parties consider appropriate. Any rights so negotiated shall be identified in a license agreement made part of this agreement.

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(7) *Prior government rights.* Technical data, including computer software documentation, or computer software that will be delivered, furnished, or otherwise provided to the Government under this agreement, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless -

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, release, perform, display, or disclose the technical data or computer software have expired or no longer apply.

(8) *Release from liability.* The Contractor agrees to release the Government from liability for any release or disclosure of technical data, computer software, or computer software documentation made in accordance with paragraph (a)(15), (a)(19), or (b)(5) of this article, or in accordance with the terms of a license negotiated under paragraph (b)(6) of this article, or by others to whom the recipient has released or disclosed the data, software, or documentation and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data or software marked with restrictive legends.

(9) *Covered Government support contractors.* The Contractor acknowledges that -

(i) Limited rights technical data and restricted rights computer software are authorized to be released or disclosed to covered Government support contractors;

(ii) The Contractor will be notified of such release or disclosure;

(iii) The Contractor may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions as identified in a restrictive legend) regarding the covered Government support contractor's use of such data or software, or alternatively that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and

(iv) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the data or software as set forth in the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

(c) *Rights in derivative computer software or computer software documentation.* The Government shall retain its rights as otherwise set forth in this Article XVII in the unchanged portions of any computer software or computer software documentation delivered under this agreement that the Contractor uses to prepare, or includes in, derivative software or documentation.

(d) *Third party copyrighted technical data and computer software.* The Contractor shall not, without the written approval of the Contracting/Agreement Officer, incorporate any copyrighted technical data, including computer software documentation, or computer software in the data or software to be delivered under this agreement (other than commercial computer software) unless the Contractor is

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the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data or software of the appropriate scope set forth in paragraph (b) of this article and, prior to delivery of such -

- (1) Technical data, has affixed to the transmittal document a statement of the license rights obtained; or
- (2) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting/Agreement Officer.

(e) *Identification and delivery of technical data or computer software to be furnished with restrictions on use, release, or disclosure.*

- (1) This paragraph does not apply to technical data or computer software that were or will be generated under this agreement or to restrictions based solely on copyright.
- (2) Except as provided in paragraph (e)(3) of this article, technical data or computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in attachment 3 to this agreement. The Contractor shall not deliver any technical data or computer software with restrictive markings unless the technical data or computer software are listed on the Attachment.
- (3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be delivered to the Contracting/Agreement Officer as soon as practicable prior to the scheduled date for delivery of the technical data or computer software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

*If the assertion is applicable to items, components, or processes developed at private expense, identify both the technical data and each such item, component, or process.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data or computer software. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

***Enter asserted rights category (e.g., limited rights, restricted rights, government purpose rights, or government purpose license rights from a prior contract, SBIR data rights under another contract, or specifically negotiated licenses).

***Corporation, individual, or other person, as appropriate.

Date

Printed Name and Title

Signature

(End of identification and assertion)

(4) When requested by the Contracting/Agreement Officer, the Contractor shall provide sufficient information to enable the Contracting/Agreement Officer to evaluate the Contractor's assertions. The Contracting/Agreement Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertions, at a later date, in accordance with the procedures of the Validation of Asserted Restrictions - Computer Software and/or Validation of Restrictive Markings on Technical Data articles of this agreement.

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software to be delivered under this agreement by marking the deliverable data or software subject to restriction. Except as provided in paragraph (f)(7) of this article, only the following markings are authorized under this agreement: the limited rights legend at paragraph (f)(3) of this article; the restricted rights legend at paragraph (f)(4) of this article, the SBIR data rights legend at paragraph (f)(5) of this article, or the special license rights legend at paragraphs (f)(6) of this article; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) *General marking instructions.* The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend to all technical data and computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data or computer software for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data or computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting/Agreement Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of technical data, computer software, or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

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(2) *Government purpose rights markings.* Data delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Agreement No. FA8614-22-9-0003

Joby Aero, Inc.

340 Woodpecker Ridge Road, Santa Cruz, CA 95060

Expiration date _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by paragraph (b)(2) of the Rights in Noncommercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program article contained in the above identified agreement. No restrictions apply after the expiration date shown above. Any reproduction of data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) *Limited rights markings.* Technical data not generated under this agreement that pertain to items, components, or processes developed exclusively at private expense and delivered or otherwise furnished with limited rights shall be marked with the following legend:

LIMITED RIGHTS

Agreement No. FA8614-22-9-0003

Joby Aero, Inc.

340 Woodpecker Ridge Road, Santa Cruz, CA 95060

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Noncommercial Technical Data and Computer Software - Small Business Innovation Research (SBIR) Program article contained in the above identified agreement. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) *Restricted rights markings.* Computer software delivered or otherwise furnished to the Government with restricted rights shall be marked with the following legend:

RESTRICTED RIGHTS

Agreement No. FA8614-22-9-0003

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Joby Aero, Inc.

340 Woodpecker Ridge Road, Santa Cruz, CA 95060

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(4) of the Rights in Noncommercial Technical Data and Computer Software - Small Business Innovation Research (SBIR) Program article contained in the above identified agreement. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(5) *SBIR data rights markings*: Except for technical data or computer software in which the Government has acquired unlimited rights under paragraph (b)(1) of this article, or negotiated special license rights as provided in paragraph (b)(6) of this article, technical data or computer software generated under this contract shall be marked with the following legend. The Contractor shall enter the expiration date for the SBIR data rights period on the legend:

SBIR DATA RIGHTS

Agreement No. FA8614-22-9-0003

Joby Aero, Inc.

340 Woodpecker Ridge Road, Santa Cruz, CA 95060

[*****]

The Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software marked with this legend are restricted during the period shown as provided [*****]. After the expiration date shown above, the Government has perpetual government purpose rights as provided in paragraph (b)(5) of that article. Any reproduction of technical data, computer software, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(6) *Special license rights markings*.

(i) Technical data or computer software in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this technical data or computer software are restricted by Agreement No. FA8614-22-9-0003 License No. _____ (Insert license identifier) _____. Any reproduction of technical data, computer software, or portions thereof marked with this legend must also reproduce the markings.

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(End of legend)

(ii) For purposes of this article, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(7) of this article).

(7) *Pre-existing data markings.* If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software, and those restrictions are still applicable, the Contractor may mark such data or software with the appropriate restrictive legend for which the data or software qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this article shall be followed.

(g) *Contractor procedures and records.* Throughout performance of this agreement, the Contractor, and its subcontractors or suppliers that will deliver technical data or computer software with other than unlimited rights, shall:

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this article; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data or computer software delivered under this agreement.

(h) *Removal of unjustified and nonconforming markings .*

(1) *Unjustified markings.* The rights and obligations of the parties regarding the validation of restrictive markings on technical data or computer software furnished or to be furnished under this agreement are contained in the Validation of Restrictive Markings on Technical Data and the Validation of Asserted Restrictions - Computer Software articles of this agreement, respectively. Notwithstanding any provision of this agreement concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the applicable procedures of those articles, a restrictive marking is determined to be unjustified.

(2) *Nonconforming markings.* A nonconforming marking is a marking placed on technical data or computer software delivered or otherwise furnished to the Government under this agreement that is not in the format authorized by this agreement. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data or the Validation of Asserted Restrictions - Computer Software article of this agreement. If the Contracting/Agreement Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

(i) *Relation to patents.* Nothing contained in this article shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) *Limitation on charges for rights in technical data or computer software.*

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(1) The Contractor shall not charge to this agreement any cost, including but not limited to, license fees, royalties, or similar charges, for rights in technical data or computer software to be delivered under this agreement when -

(i) The Government has acquired, by any means, the same or greater rights in the data or software; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this article -

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data or computer software, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data or computer software will be delivered.

(k) *Applicability to subcontractors or suppliers.*

(1) The Contractor shall assure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes required by paragraph (e) of this article are recognized and protected.

(2) Whenever any noncommercial technical data or computer software is to be obtained from a subcontractor or supplier for delivery to the Government under this agreement, the Contractor shall use this same article in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. The Contractor shall use the Technical Data - Commercial Items article of this agreement to obtain technical data pertaining to commercial items, components, or processes. No other article shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data or computer software.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime agreement for technical data which may be delivered with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by delivering such technical data directly to the Government, rather than through a higher tier contractor, subcontractor, or supplier.

(4) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data or computer software from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data or computer software as an excuse for failing to satisfy its contractual obligation to the Government.

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ARTICLE XVIII: VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA

(a) *Definitions.* As used in this article

(1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Covered Government support contractor" means a contractor (other than a litigation support contractor covered by [252.204-7014](#)) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—

(i) Is not affiliated with the prime performer or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime performer or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at [252.227-7025](#) , Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(6) "Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(7) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(8) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

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(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

(10) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) "Form, fit, and function data" means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(12) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(13) "Government purpose rights" means the rights to—

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(14) "Limited rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if—

(i) The reproduction, release, disclosure, or use is—

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

(1) A covered Government support contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or

(2) A foreign government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(ii) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

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(iii) The performer or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(15) "Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(16) "Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Presumption regarding development exclusively at private expense.*

(1) *Commercial items.*

(i) Except as provided in paragraph (b)(2) of this article, the Agreement Officer will presume that the Performer's or a subcontractor's asserted use or release restrictions with respect to a commercial item is justified on the basis that the item was developed exclusively at private expense.

(ii) The Agreement Officer will not challenge such assertions unless the Agreement Officer has information that demonstrates that the commercial item was not developed exclusively at private expense.

(2) *Major weapon systems.* In the case of a challenge to a use or release restriction that is asserted with respect to data of the Performer or a subcontractor for a major weapon system or a subsystem or component thereof on the basis that the major weapon system, subsystem, or component was developed exclusively at private expense—

(i) The presumption in paragraph (b)(1) of this article applies to—

(A) A commercial subsystem or component of a major weapon system, if the major weapon system was acquired as a commercial item in accordance with DFARS subpart 234.70 (10 U.S.C. 2379(a));

(B) A component of a subsystem, if the subsystem was acquired as a commercial item in accordance with DFARS subpart 234.70 (10 U.S.C. 2379(b)); and

(C) Any other component, if the component is a commercially available off-the-shelf item or a commercially available off-the-shelf item with modifications of a type customarily available in the commercial marketplace or minor modifications made to meet Federal Government requirements; and

(ii) In all other cases, the challenge to the use or release restriction will be sustained unless information provided by the Performer or a subcontractor demonstrates that the item or process was developed exclusively at private expense.

(c) *Justification.* The Performer or subcontractor at any tier is responsible for maintaining records sufficient to justify the validity of its markings that impose restrictions on the Government and others to use, duplicate, or disclose technical data delivered or required to be delivered under the Agreement or subcontract. Except as provided in paragraph (b)(1) of this article, the Performer or subcontractor shall be prepared to furnish to the Agreement Officer a written justification for such restrictive markings in response to a challenge under paragraph (e) of this article.

(d) *Prechallenge request for information.*

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(1) The Agreement Officer may request the Performer or subcontractor to furnish a written explanation for any restriction asserted by the Performer or subcontractor on the right of the United States or others to use technical data. If, upon review of the explanation delivered, the Agreement Officer remains unable to ascertain the basis of the restrictive marking, the Agreement Officer may further request the Performer or subcontractor to furnish additional information in the records of, or otherwise in the possession of or reasonably available to, the Performer or subcontractor to justify the validity of any restrictive marking on technical data delivered or to be delivered under the Agreement or subcontract (e.g., a statement of facts accompanied with supporting documentation). The Performer or subcontractor shall deliver such written data as requested by the Agreement Officer within the time required or such longer period as may be mutually agreed.

(2) If the Agreement Officer, after reviewing the written data furnished pursuant to paragraph (d)(1) of this article, or any other available information pertaining to the validity of a restrictive marking, determines that reasonable grounds exist to question the current validity of the marking and that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Agreement Officer shall follow the procedures in paragraph (e) of this article.

(3) If the Performer or subcontractor fails to respond to the Agreement Officer's request for information under paragraph (d)(1) of this article, and the Agreement Officer determines that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Agreement Officer may challenge the validity of the marking as described in paragraph (e) of this article.

(e) *Challenge.*

(1) Notwithstanding any provision of this Agreement concerning inspection and acceptance, if the Agreement Officer determines that a challenge to the restrictive marking is warranted, the Agreement Officer shall send a written challenge notice to the Performer or subcontractor asserting the restrictive markings. Such challenge shall—

(i) State the specific grounds for challenging the asserted restriction;

(ii) Require a response within sixty (60) days justifying and providing sufficient evidence as to the current validity of the asserted restriction;

(iii) State that a DoD Agreement Officer's final decision, issued pursuant to paragraph (g) of this article, sustaining the validity of a restrictive marking identical to the asserted restriction, within the three-year period preceding the challenge, shall serve as justification for the asserted restriction if the validated restriction was asserted by the same Performer or subcontractor (or any licensee of such Performer or subcontractor) to which such notice is being provided; and

(iv) State that failure to respond to the challenge notice may result in issuance of a final decision pursuant to paragraph (f) of this article.

(2) The Agreement Officer shall extend the time for response as appropriate if the Performer or subcontractor submits a written request showing the need for additional time to prepare a response.

(3) The Performer's or subcontractor's written response shall be considered a claim within the meaning of 41 U.S.C. 7101, Agreement Disputes, and shall be certified in the form prescribed at 33.207 of the Federal Acquisition Regulation, regardless of dollar amount.

(4) A Performer or subcontractor receiving challenges to the same restrictive markings from more than one Agreement Officer shall notify each Agreement Officer of the existence of more than one challenge. The notice shall also state which Agreement Officer initiated the first in time

unanswered challenge. The Agreement Officer initiating the first in time unanswered challenge after consultation with the Performer or subcontractor and the other Agreement Officers, shall formulate and distribute a schedule for responding to each of the challenge notices to all interested parties. The schedule shall afford the Performer or subcontractor an opportunity to respond to each challenge notice. All parties will be bound by this schedule.

(f) *Final decision when Performer or subcontractor fails to respond.* Upon a failure of a Performer or subcontractor to submit any response to the challenge notice the Agreement Officer will issue a final decision to the Performer or subcontractor in accordance with paragraph (b) of this article and the Disputes article of this Agreement pertaining to the validity of the asserted restriction. This final decision shall be issued as soon as possible after the expiration of the time period of paragraph (e)(1)(ii) or (e)(2) of this article. Following issuance of the final decision, the Agreement Officer will comply with the procedures in paragraphs (g)(2)(ii) through (iv) of this article.

(g) *Final decision when Performer or subcontractor responds.*

(1) If the Agreement Officer determines that the Performer or subcontractor has justified the validity of the restrictive marking, the Agreement Officer shall issue a final decision to the Performer or subcontractor sustaining the validity of the restrictive marking, and stating that the Government will continue to be bound by the restrictive marking. This final decision shall be issued within sixty (60) days after receipt of the Performer's or subcontractor's response to the challenge notice, or within such longer period that the Agreement Officer has notified the Performer or subcontractor that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(2)(i) If the Agreement Officer determines that the validity of the restrictive marking is not justified, the Agreement Officer shall issue a final decision to the Performer or subcontractor in accordance with the Disputes article of this Agreement. Notwithstanding paragraph (e) of the Disputes article, the final decision shall be issued within sixty (60) days after receipt of the Performer's or subcontractor's response to the challenge notice, or within such longer period that the Agreement Officer has notified the Performer or subcontractor of the longer period that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(ii) The Government agrees that it will continue to be bound by the restrictive marking for a period of ninety (90) days from the issuance of the Agreement Officer's final decision under paragraph (g)(2)(i) of this article. The Performer or subcontractor agrees that, if it intends to file suit in the United States Claims Court it will provide a notice of intent to file suit to the Agreement Officer within ninety (90) days from the issuance of the Agreement Officer's final decision under paragraph (g)(2)(i) of this article. If the Performer or subcontractor fails to appeal, file suit, or provide a notice of intent to file suit to the Agreement Officer within the ninety (90)-day period, the Government may cancel or ignore the restrictive markings, and the failure of the Performer or subcontractor to take the required action constitutes agreement with such Government action.

(iii) The Government agrees that it will continue to be bound by the restrictive marking where a notice of intent to file suit in the United States Claims Court is provided to the Agreement Officer within ninety (90) days from the issuance of the final decision under paragraph (g)(2)(i) of this article. The Government will no longer be bound, and the Performer or subcontractor agrees that the Government may strike or ignore the restrictive markings, if the Performer or subcontractor fails to file its suit within one (1) year after issuance of the final decision. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, that urgent or compelling circumstances will not permit waiting for the filing of a suit in the United States Claims Court, the Performer or subcontractor agrees that the agency may, following notice to the Performer or subcontractor, authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Performer's or subcontractor's right to

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damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(iv) The Government agrees that it will be bound by the restrictive marking where an appeal or suit is filed pursuant to the Agreement Disputes statute until final disposition by an agency Board of Contract Appeals or the United States Claims Court. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, following notice to the Performer that urgent or compelling circumstances will not permit awaiting the decision by such Board of Contract Appeals or the United States Claims Court, the Performer or subcontractor agrees that the agency may authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Performer's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(h) *Final disposition of appeal or suit.*

(1) If the Performer or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Agreement Officer's decision is sustained—

(i) The restrictive marking on the technical data shall be cancelled, corrected or ignored; and

(ii) If the restrictive marking is found not to be substantially justified, the Performer or subcontractor, as appropriate, shall be liable to the Government for payment of the cost to the Government of reviewing the restrictive marking and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the marking, unless special circumstances would make such payment unjust.

(2) If the Performer or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Agreement Officer's decision is not sustained—

(i) The Government shall continue to be bound by the restrictive marking; and

(ii) The Government shall be liable to the Performer or subcontractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Performer or subcontractor in defending the marking, if the challenge by the Government is found not to have been made in good faith.

(iii) *Duration of right to challenge.* The Government may review the validity of any restriction on technical data, delivered or to be delivered under a contract, asserted by the Performer or subcontractor. During the period within three (3) years of final payment on a contract or within three (3) years of delivery of the technical data to the Government, whichever is later, the Agreement Officer may review and make a written determination to challenge the restriction. The Government may, however, challenge a restriction on the release, disclosure or use of technical data at any time if such technical data—

(1) Is publicly available;

(2) Has been furnished to the United States without restriction; or

(3) Has been otherwise made available without restriction. Only the Agreement Officer's final decision resolving a formal challenge by sustaining the validity of a restrictive marking constitutes "validation" as addressed in 10 U.S.C. 2321.

(i) *Decision not to challenge.* A decision by the Government, or a determination by the Agreement Officer, to not challenge the restrictive marking or asserted restriction shall not constitute "validation."

(k) *Privity of contract.* The Performer or subcontractor agrees that the Agreement Officer may transact matters under this article directly with subcontractors at any tier that assert restrictive markings. However, this article neither creates nor implies privity of contract between the Government and subcontractors.

(l) *Flowdown.* The Performer or subcontractor agrees to insert this article in contractual instruments, including subcontracts and other contractual instruments for commercial items, with its subcontractors or suppliers at any tier requiring the delivery of technical data.

ARTICLE XIX: VALIDATION OF ASSERTED RESTRICTIONS – COMPUTER SOFTWARE

(a) *Definitions.* As used in this article—

- (1) “Commercial computer software” means software developed or regularly used for non-governmental purposes which—
 - (i) Has been sold, leased, or licensed to the public;
 - (ii) Has been offered for sale, lease, or license to the public;
 - (iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this agreement; or
 - (iv) Satisfies a criterion expressed in paragraph (a)(1)(i), (ii), or (iii) of this article and would require only minor modification to meet the requirements of this agreement.
- (2) “Computer database” means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.
- (3) “Computer program” means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.
- (4) “Computer software” means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.
- (5) “Computer software documentation” means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.
- (6) "Covered Government support contractor" means a contractor (other than a litigation support contractor covered by [252.204-7014](#)) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government’s management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—
 - (i) Is not affiliated with the prime performer or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime performer or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(7) “Developed” means that—

(i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

(8) “Developed exclusively at private expense” means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) “Developed exclusively with government funds” means development was not accomplished exclusively or partially at private expense.

(10) “Developed with mixed funding” means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) “Government purpose” means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.

(12) “Government purpose rights” means the rights to—

(i) Use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation within the Government without restriction; and

(ii) Release or disclose computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.

(13) “Minor modification” means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

(14) "Noncommercial computer software" means software that does not qualify as commercial computer software under paragraph (a)(1) of this article.

(15) "Restricted rights" apply only to noncommercial computer software and mean the Government's rights to—

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this agreement;

(ii) Transfer a computer program to another Government agency without the further permission of the Performer if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this article;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software provided that the Government may—

(A) Use the modified software only as provided in paragraphs (a)(15)(i) and (iii) of this article; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(15)(ii), (v), (vi) and (vii) of this article;

(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that—

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at [227.7103-7](#) of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this article, for any other purpose; and

(D) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this article;

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that—

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(A) The intended recipient is subject to the use and non-disclosure agreement at DFARS [227.7103-7](#) or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS [252.227-7025](#) , Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this article, for any other purpose; and

(C) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this article; and

(vii) Permit covered Government support contractors in the performance of covered Government support contracts that contain the clause at [252.227-7025](#) , Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, to use, modify, reproduce, perform, display, or release or disclose the computer software to a person authorized to receive restricted rights computer software, provided that—

(A) The Government shall not permit the covered Government support contractor to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this article, for any other purpose; and

(B) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iv) of this article.

(16) “Unlimited rights” means rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Justification.* The Performer shall maintain records sufficient to justify the validity of any markings that assert restrictions on the Government's rights to use, modify, reproduce, perform, display, release, or disclose computer software delivered or required to be delivered under this agreement and shall be prepared to furnish to the Agreement Officer a written justification for such restrictive markings in response to a request for information under paragraph (d) or a challenge under paragraph (f) of this article.

(c) *Direct contact with subcontractors or suppliers.* The Performer agrees that the Agreement Officer may transact matters under this article directly with subcontractors or suppliers at any tier who assert restrictions on the Government's right to use, modify, reproduce, release, perform, display, or disclose computer software. Neither this article, nor any action taken by the Government under this article, creates or implies privity of contract between the Government and the Performer's subcontractors or suppliers.

(d) *Requests for information.*

(1) The Agreement Officer may request the Performer to provide sufficient information to enable the Agreement Officer to evaluate the Performer's asserted restrictions. Such information shall be based upon the records required by this article or other information reasonably available to the Performer.

(2) Based upon the information provided, if the—

(i) Performer agrees that an asserted restriction is not valid, the Agreement Officer may—

(A) Strike or correct the unjustified marking at the Performer's expense; or

(B) Return the computer software to the Performer for correction at the Performer's expense. If the Performer fails to correct or strike the unjustified restriction and return the corrected software to the Agreement Officer within sixty (60) days following receipt of the software, the Agreement Officer may correct or strike the markings at that Performer's expense.

(ii) Agreement Officer concludes that the asserted restriction is appropriate for this agreement, the Agreement Officer shall so notify the Performer in writing.

(3) The Performer's failure to provide a timely response to an Agreement Officer's request for information or failure to provide sufficient information to enable the Agreement Officer to evaluate an asserted restriction shall constitute reasonable grounds for questioning the validity of an asserted restriction.

(e) *Government right to challenge and validate asserted restrictions.*

(1) The Government, when there are reasonable grounds to do so, has the right to review and challenge the validity of any restrictions asserted by the Performer on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software delivered, to be delivered under this agreement, or otherwise provided to the Government in the performance of this agreement. Except for software that is publicly available, has been furnished to the Government without restrictions, or has been otherwise made available without restrictions, the Government may exercise this right only within three years after the date(s) the software is delivered or otherwise furnished to the Government, or three years following final payment under this agreement, whichever is later.

(2) The absence of a challenge to an asserted restriction shall not constitute validation under this article. Only an Agreement Officer's final decision or actions of an agency Board of Contract Appeals or a court of competent jurisdiction that sustain the validity of an asserted restriction constitute validation of the restriction.

(f) *Challenge procedures.*

(1) A challenge must be in writing and shall—

(i) State the specific grounds for challenging the asserted restriction;

(ii) Require the Performer to respond within sixty (60) days;

(iii) Require the Performer to provide justification for the assertion based upon records kept in accordance with paragraph (b) of this article and such other documentation that are reasonably available to the Performer, in sufficient detail to enable the Agreement Officer to determine the validity of the asserted restrictions; and

(iv) State that an Agreement Officer's final decision, during the three-year period preceding this challenge, or action of a court of competent jurisdiction or Board of Contract Appeals that sustained the validity of an identical assertion made by the Performer (or a licensee) shall serve as justification for the asserted restriction.

(2) The Agreement Officer shall extend the time for response if the Performer submits a written request showing the need for additional time to prepare a response.

(3) The Agreement Officer may request additional supporting documentation if, in the Agreement Officer's opinion, the Performer's explanation does not provide sufficient evidence to justify the

validity of the asserted restrictions. The Performer agrees to promptly respond to the Agreement Officer's request for additional supporting documentation.

(4) Notwithstanding challenge by the Agreement Officer, the parties may agree on the disposition of an asserted restriction at any time prior to an Agreement Officer's final decision or, if the Performer has appealed that decision, filed suit, or provided notice of an intent to file suit, at any time prior to a decision by a court of competent jurisdiction or Board of Contract Appeals.

(5) If the Performer fails to respond to the Agreement Officer's request for information or additional information under paragraph (f)(1) of this article, the Agreement Officer shall issue a final decision, in accordance with the Disputes article of this agreement, pertaining to the validity of the asserted restriction.

(6) If the Agreement Officer, after reviewing any available information pertaining to the validity of an asserted restriction, determines that the asserted restriction has—

(i) Not been justified, the Agreement Officer shall issue promptly a final decision, in accordance with the Disputes article of this agreement, denying the validity of the asserted restriction; or

(ii) Been justified, the Agreement Officer shall issue promptly a final decision, in accordance with the Disputes article of this agreement, validating the asserted restriction.

(7) A Performer receiving challenges to the same asserted restriction(s) from more than one Agreement Officer shall notify each Agreement Officer of the other challenges. The notice shall also state which Agreement Officer initiated the first in time unanswered challenge. The Agreement Officer who initiated the first in time unanswered challenge, after consultation with the other Agreement Officers who have challenged the restrictions and the Performer, shall formulate and distribute a schedule that provides the Performer a reasonable opportunity for responding to each challenge.

(g) Performer appeal—Government obligation.

(1) The Government agrees that, notwithstanding an Agreement Officer's final decision denying the validity of an asserted restriction and except as provided in paragraph (g)(3) of this article, it will honor the asserted restriction—

(i) For a period of ninety (90) days from the date of the Agreement Officer's final decision to allow the Performer to appeal to the appropriate Board of Contract Appeals or to file suit in an appropriate court;

(ii) For a period of one year from the date of the Agreement Officer's final decision if, within the first ninety (90) days following the Agreement Officer's final decision, the Performer has provided notice of an intent to file suit in an appropriate court; or

(iii) Until final disposition by the appropriate Board of Contract Appeals or court of competent jurisdiction, if the Performer has:

(A) Appealed to the Board of Contract Appeals or filed suit in an appropriate court within ninety (90) days; or

(B) Submitted, within ninety (90) days, a notice of intent to file suit in an appropriate court and filed suit within one year.

(2) The Performer agrees that the Government may strike, correct, or ignore the restrictive markings if the Performer fails to—

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(i) Appeal to a Board of Contract Appeals within ninety (90) days from the date of the Agreement Officer's final decision;

(ii) File suit in an appropriate court within ninety (90) days from such date; or

(iii) File suit within one year after the date of the Agreement Officer's final decision if the Performer had provided notice of intent to file suit within ninety (90) days following the date of the Agreement Officer's final decision.

(3) The agency head, on a nondelegable basis, may determine that urgent or compelling circumstances do not permit awaiting the filing of suit in an appropriate court, or the rendering of a decision by a court of competent jurisdiction or Board of Contract Appeals. In that event, the agency head shall notify the Performer of the urgent or compelling circumstances. Notwithstanding paragraph (g)(1) of this article, the Performer agrees that the agency may use, modify, reproduce, release, perform, display, or disclose computer software marked with (i) government purpose legends for any purpose, and authorize others to do so; or (ii) restricted or special license rights for government purposes only. The Government agrees not to release or disclose such software unless, prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS), or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025. Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The agency head's determination may be made at any time after the date of the Agreement Officer's final decision and shall not affect the Performer's right to damages against the United States, or other relief provided by law, if its asserted restrictions are ultimately upheld.

(h) *Final disposition of appeal or suit.* If the Performer appeals or files suit and if, upon final disposition of the appeal or suit, the Agreement Officer's decision is:

(1) Sustained—

(i) Any restrictive marking on such computer software shall be struck or corrected at the Performer's expense or ignored; and

(ii) If the asserted restriction is found not to be substantially justified, the Performer shall be liable to the Government for payment of the cost to the Government of reviewing the asserted restriction and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the restriction, unless special circumstances would make such payment unjust.

(2) Not sustained—

(i) The Government shall be bound by the asserted restriction; and

(ii) If the challenge by the Government is found not to have been made in good faith, the Government shall be liable to the Performer for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Performer in defending the restriction.

(iii) *Flowdown.* The Performer shall insert this article in all contracts, purchase orders, and other similar instruments with its subcontractors or suppliers, at any tier, who will be furnishing computer software to the Government in the performance of this agreement. The article may not be altered other than to identify the appropriate parties.

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ARTICLE XX: CYBERSECURITY AND INFORMATION PROTECTION

(1) This article applies to the extent that this agreement involves access to Unclassified Information, more specifically “Controlled Unclassified Information” (CUI). CUI is technical or sensitive information that is described in the Controlled Unclassified Information (CUI) Registry at <https://www.archives.gov/cui> or provide by the program office, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Government wide policies, and is—

- (a) Marked or otherwise identified in the OTA and provided to the offeree by or on behalf of Air Force in support of the performance of an agreement
- (b) Collected, developed, received, transmitted, used, or stored by or on behalf of the performer in support of the performance of the effort.
- (c) Not approved for public release without written authorization from the program office or AO

(2) The Performer shall comply with --

- (a) DOD Instruction 5230.24, Distribution Statements on Technical Documents
- (b) DOD 5200.01, Volume 4, DoD Information Security Program
- (c) Latest revision of the NIST (National Institute of Standards and Technology) Special Publication 800-171, Protecting CUI in Nonfederal Systems and Organizations
- (d) The requirements to have and maintain a DD form 2345
- (e) General Operations Security (OPSEC) procedures, policies and awareness are required in an effort to reduce program vulnerability from successful adversary collection and exploitation of critical information. OPSEC will be applied throughout the life cycle of the contract and each employee working on the effort will be briefed annually on OPSEC. The Critical Information List (CIL) will be provided upon request by the Program office. If the performer works on the government installation, OPSEC guidance will be provided by the government Information Protection Office.

(3) The Performer will assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees and sub performers/subcontractors, vendors dealing or handling official DoD information.

(4) For those personnel that require access to controlled information, Performer personnel will have an appropriate clearance. All Performer personnel with access to Government unclassified information, containing sensitive program information, shall have a minimum of Tier 1 investigation.

(5) The Performer shall safeguard unclassified controlled technical information from compromise. Security incidents of Performer’s information network shall be reported to the Defense Counterintelligence Security Agency (DCSA). Incidents shall be promptly reported to both DCSA and also the AO.

Flowdown. The Performer shall insert this article in all contracts, purchase orders, and other similar instruments with its subcontractors or suppliers, at any tier.

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ARTICLE XXI: SAFEGUARDING COVERED DEFENSE INFORMATION

“Covered defense information” means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Government-wide policies, and is—

- (1) Marked or otherwise identified in the agreement, and provided to the performer by or on behalf of DoD in support of the performance of the agreement; or
- (2) Collected, developed, received, transmitted, used, or stored by or on behalf of the performer in support of the performance of the agreement.

“Covered performer information system” means an unclassified information system that is owned, or operated by or for, a performer and that processes, stores, or transmits covered defense information.

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Rapidly report” means within 72 hours of discovery of any cyber incident.

The performer shall cooperate with the Agreement Officer to take all commercially reasonable measures to protect Government data and Government-related data from any unauthorized disclosure. The Performer agrees that the following conditions apply to any covered defense information it receives or creates in the performance of this agreement.

The Performer shall access and use the covered defense information provided in definition paragraph (1) above only for the purpose of furnishing advice or technical assistance directly to the Government in support of this agreement.

The Performer shall use commercially reasonable efforts to protect the information against unauthorized release or disclosure.

The Performer shall ensure that its employees are subject to use and non-disclosure obligations consistent with this article prior to employees being provided access to or use of the information.

When the Performer discovers a cyber-incident that affects a covered performer information system or the covered defense information residing therein, or that affects the performer’s ability to perform the requirements of the agreement the Performer shall conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered performer information system(s) that were part of the cyber incident, as well as other information systems on the Performer’s network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Performer’s ability to provide operationally critical support; and rapidly report cyber incidents to DoD at <https://dibnet.dod.mil> and the AO.

Flowdown. The Performer shall insert this article in all contracts, purchase orders, and other similar instruments with its subcontractors or suppliers, at any tier.

ARTICLE XXII: PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

In accordance with the Section 889(a)(1)(A) and 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232), the following article, is hereby included:

(a) *Definitions.* As used in this Article—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

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Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Performer is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this article applies or the covered telecommunication equipment or services are covered by a waiver described as follows:

(a) The head of an executive agency may, on a one-time basis, waive the requirements under subsection (a) with respect to an entity that requests such a waiver. The waiver may be provided, for a period of not to extend beyond August 13, 2021 for (a)(1)(A) prohibition, if the entity seeking the waiver--,

(1) provides a compelling justification for the additional time to implement the requirements under such subsection, as determined by the head of the executive agency; and

(2) submits to the head of the executive agency, who shall not later than 30 days thereafter submit to the appropriate congressional committees, a full and complete laydown of the presences of covered telecommunications or video surveillance equipment or services in the entity's supply chain and a phase-out plan to eliminate such covered telecommunications or video surveillance equipment or services from the entity's systems.

(b) Director of national intelligence.--The Director of National Intelligence may provide a waiver on a date later than the effective dates described in subsection (c) if the Director determines the waiver is in the national security interests of the United States.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this article applies or the covered telecommunication equipment or services are covered by a waiver described as follows:

(a) The head of an executive agency may, on a one-time basis, waive the requirements under subsection (a) with respect to an entity that requests such a waiver. The waiver may be provided, for a period of not to extend beyond August 13, 2022 for (a)(1)(B) prohibition, if the entity seeking the waiver--,

(1) provides a compelling justification for the additional time to implement the requirements under such subsection, as determined by the head of the executive agency; and

(2) submits to the head of the executive agency, who shall not later than 30 days thereafter submit to the appropriate congressional committees, a full and complete laydown of the presences of covered telecommunications or video surveillance equipment or services in the entity's supply chain and a phase-out plan to eliminate such covered telecommunications or video surveillance equipment or services from the entity's systems.

(b) Director of national intelligence.--The Director of National Intelligence may provide a waiver on a date later than the effective dates described in subsection (c) if the Director determines the waiver is in the national security interests of the United States.

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This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This article does not prohibit Performers from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Performer identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Performer is notified of such by a subcontractor at any tier or by any other source, the Performer shall report the information in paragraph (d)(2) of this article to the Agreement Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Performer shall report to the website at <https://dibnet.dod.mil>. For Consortium agreements, the Performer shall report to the Agreement Officer for the Consortium and the Agreements Officer(s) for any affected subproject prototype or, in the case of the Department of Defense, identify both the consortium agreement and any affected subproject prototype Other Transactions in the report provided at <https://dibnet.dod.mil>.

(2) The Performer shall report the following information pursuant to paragraph (d)(1) of this article:

- (i) Within one business day from the date of such identification or notification: The Agreement number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this article: Any further available information about mitigation actions undertaken or recommended. In addition, the Performer shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(d) *Subcontracts.* The Performer shall insert the substance of this article, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

ARTICLE XXIII: CLOSEOUT PROCESS

The Performer shall comply and assist with the contract/agreement closeout process as determined by the Agreements Officer. After the period of performance is completed, the AO shall verify that all work under the agreement has been completed. Once the contract is completed, the AO will begin the close-out process and finalize any outstanding concerns with the Performer. The AO shall send a letter to the performer requesting release of claims.

ARTICLE XXIV: INDEMNITY

The performer shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expense, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this agreement; or any libelous or other unlawful matter contained in such data.

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ARTICLE XXV: GOVERNMENT FURNISHED EQUIPMENT (GFE)/PROPERTY (GFP)

NOTE: A GFE/GFP attachment list has not yet been established. The establishment of a GFE/GFP attachment will occur prior to the performer using any GFP/GFE.

Issue, Delivery, Receipt of Government Furnished Equipment/Property

The government Program Manager will provide the basis of in the government's delivery of government furnished equipment (GFE)/property (GFP) to the contractor. The government Program Manager will send a GFP/GFE attachment list to the contractors Program Manager or GFE/GFP representative. The contractors Program Manager or GFE/GFP representative will acknowledge receipt and provide a copy of the signed acknowledgment to the government Program Manager and Agreements Manager.

The performer shall have a system that will allow the performer to obtain, control, use, preserve, protect, repair, and deliver the property in their possession. All Government-furnished property title shall vest in the Government. The Government shall review, inspect, and evaluate the performers property management systems, procedures, records, and documentation. The Government shall perform if applicable, an annual review, as needed, to record and identify the physical inventory of property to ensure proper tracking.

The Agreements Officer by written notice may increase or decrease, substitute, or withdraw authority to use GFE/GFP at any time.

Scope and Usage of Government Furnished Equipment/Property

The performer shall use the GFE/GFP within the scope of the agreement. The performer shall flow-down requirements to applicable subcontractors that will access or use GFE/GFP within the scope of the agreement. The performer that provides GFE/GFP to a subcontractor shall not be relieved of any responsibility to the Government under the terms of the agreement.

Modifications or alterations of GFE/GFP are prohibited unless approved by the Government Program Manager and Agreements Officer and they are reasonable and necessary or required for normal maintenance. The performer shall not cannibalize GFE/GFP. The performer shall not dispose of any GFE/GFP until authorized to do so by the authorizing official or Agreements Officer.

The GFE/GFP will be provided timely to the Performer for the performance under this agreement and if GFE/GFP is not delivered timely, an equitable adjustment to the period of performance will be considered.

Lost, Stolen or Damage of Government Furnished Equipment/Property

The contractor will notify the government Program Manager and Agreements Officers of any late deliverables due to lost or damaged GFE/GFP. The contractor will establish and maintain proper storing, tagging, and safe keeping of GFE/GFP. The Government will rely on the performers established property management systems to manage GFE/GFP.

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The contractor will report any loss or damage of GFE/GFP to the government within five business days. The contractor may only be determined as financially liable after receipt of GFE/GFP, if the lost, damage, or stolen GFE/GFP was demonstrated as willfully negligent.

ARTICLE XXVI: CONTRACTOR ACQUIRED PROPERTY (CAP)

NOTE: No CAP has yet been established. The establishment of a CAP ALIN structure will occur prior to the performer being provided funding for CAP.

Issue, Delivery, Receipt of CAP

The performer shall provide a list of separately priced property/equipment to the Government PM and AO to review and approval. Upon approval, CAP will be added to the subject agreement as a funded ALIN and if applicable, as a Not Separately Priced (NSP) ALIN to identify CAP that will be delivered back to the Government. CAP as identified in Article V and established ALINs, purchased by the performer for which the performer is entitled to be reimbursed upon providing the Government a receipt of purchase as a direct cost item.

Title to CAP for activities within scope of this agreement shall vest in the contractor upon acquisition or as soon thereafter as feasible, provided that the performer obtained the Agreement Officer's approval before each acquisition. Upon completion of required usage of property purchased, if not consumed or damaged, the performer shall deliver property to the requiring Government agency, or performer may buy it back for the original purchase price listed in the agreement. Once CAP is delivered to the Government, title shall pass to and vest in the Government.

The Agreement Officer by written notice may withdraw authority to use CAP at any time.

Scope and Usage of CAP

The performer shall use the CAP within the scope of the agreement. The performer shall flow-down requirements to applicable subcontractors that will access or use CAP within the scope of the agreement. The performer that provides CAP to a subcontractor shall not be relieved of any responsibility to the Government under the terms of the agreement.

Modifications or alterations of CAP are prohibited unless approved by the Government Program Manager and Agreement Officer and they are reasonable and necessary or required for normal maintenance. The performer shall not cannibalize CAP. The performer shall not dispose of any CAP until authorized to do so by the authorizing official or Agreement Officer.

Lost, Stolen or Damage of CAP

The contractor will notify the government Program Manager and Agreement Officers of lost or damaged CAP. The performer will establish and maintain proper storing, tagging, and safe keeping of CAP. The Government will rely on the performer's established property management systems to manage CAP. The contractor will report any loss or

damage of CAP to the government within five business days. The contractor may only be determined as financially liable up to the obligated amount for each CAP line item.

Delivery of CAP

NSP ALINs are identified as CAP are intended to be delivered to the Government upon completion or become no longer needed in the performance of the agreement. Prior to delivery of property, the performer shall utilize the CAP Pre-Screening process within the GFP Module application in PIEE. This CAP Pre-screening process converts CAP into Government Furnished Property (GFP).

ARTICLE XXVII: PERFORMER ACCESS TO AIR FORCE INSTALLATIONS

The performer shall obtain base identification and vehicle passes, if required, for all performer personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Performer personnel are required to wear or prominently display installation identification badges or performer-furnished, performer identification badges while visiting or performing work on the installation.

The performer shall submit a written request on company letterhead to the agreements officer listing the following: agreement number, period of performance, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The agreements officer will endorse the request and forward it to the issuing base pass and registration office or Security Forces for processing. When reporting to the registration office, the authorized performer individual(s) should provide a valid driver's license, current vehicle registration, and valid vehicle insurance certificate to obtain a vehicle pass.

During performance of the agreement, the performer shall be responsible for obtaining required identification for newly assigned personnel (following the above procedure) and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

When work under this agreement requires unescorted entry to controlled or restricted areas, the contractor shall comply with: DODMAN5200.02 AFMAN 16-1405, Air Force Personnel Security Program; DoDI 5200.46, Investigative and Adjudicative Guidance for Issuing the Common Access Card (CAC); AFI 36-3026 IP V1, Identification Cards for Members of the Uniformed Services, Their Eligible Family Members, and Other Eligible Personnel; AFI 36-3026 V2, Common Access Card (CAC); and AFLCMC/WLO Policy.

Upon completion or termination of the agreement or expiration of the identification passes, the performer shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

Issuance/retrieval of Common Access Card(s) (CACs) will be IAW DoDI 5200.46, DoD Investigative and Adjudicative Guidance for Issuing the CAC; AFI 36-3026 IP V1, Identification Cards for Members of the Uniformed Services, Their Eligible Family Members, and Other Eligible Personnel; and AFLCMC/WLO policy. CACs are not transferable to another contract and shall be returned IAW Article XXV, Personal

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ARTICLE XXVIII: PERSONAL IDENTITY VERIFICATION OF PERFORMER PERSONNEL

The Performer shall comply with agency personal identity verification procedures identified in the agreement that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

The Performer shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

ATTACHMENT 1: STATEMENT OF WORK

Dated 26 January 2022

I. Background

Joby Aero Inc. (Joby) is developing an all-electric, piloted airplane which is capable of both conventional and vertical takeoff and landing (eVTOL) using simplified piloting techniques. This includes the development of core technologies, the integration of these technologies into a reliable aircraft and the implementation of these new flight capabilities including flight training and operational readiness. Joby is developing and maturing a range of core technologies which are required to enable all-electric conventional and vertical flight using simplified piloting techniques. These include an electric flight powertrain (flight capable batteries, motors, high-power electronics), high reliability electronic controllers, flight critical software, quiet and safe propeller technology and a range of new aerodynamic solutions enabled by electrification. Rapidly maturing these capabilities to demonstrate increased reliability and performance is key to the next era of electrified flight.

The Joby S4 is designed for civilian passenger operations and has a maximum takeoff weight (MTOW) of [*****]. It is a multi-motor, tilt-rotor aircraft driven by custom electric motors, inverters, and energy storage systems. The expected maximum speed of the production aircraft is 200 mph with a range of 150 miles on a single charge. This initial go-to market Minimal Viable Product (MVP) will be piloted utilizing Simplified Vehicle Operating (SVO) principles. These baseline capabilities are achievable with the current Gen 2 prototype, in manned and remote piloted configurations. As the S4's system capabilities develop, Joby will document progress and conduct disciplined testing as appropriate, in coordination with Air Force personnel.

The integration of a whole range of new technologies into an airframe to prove out performance and reliability capabilities is critical to assuring leadership in the new era of electric aviation. Joby has matured eVTOL technologies from unmanned, 1.0, to optionally manned 2.0. Through development and maturation of these 2.0 vehicles Joby will refine core technologies and integrate them into a 2.1 vehicle which can satisfy requirements for civil aircraft certification and commercial introduction. At the same time, Joby will work with DoD airworthiness teams to impart new technological lessons learned so the state of DoD airworthiness can be evolved along with the capabilities of the vehicle. The design of the Joby 2.1 vehicle is intended to fit well into the existing airspace while introducing a range of new capabilities which do not exist today. [*****].

[*****].

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Through the current SBIR period of performance with the additional options executed, Joby anticipates evolution of the capabilities of eVTOL from early optionally piloted prototypes to mature manned capable prototypes with ever increasing reliability and readiness. Moving from the early days of these technologies to a later stage will identify new benefits to be employed and opportunities for further development all while assuring technological leadership.

II. Objectives

In accordance with the long-term goals of SBIR Phase II agreement “FA8002-20-9-0143” and Agility Prime Program objectives the USAF intends to further the Joby SBIR program into a Phase three to include additional objectives to the continued maturation of the S4 as a manned, operationally useful aircraft for military use. These additional objectives include -

- [*****]
- [*****]
- [*****]
- [*****]

In-Kind support provided by USG

- [*****]

III. Deliverables

1.1 Aircraft Flight Test Data and Reliability Report

Joby shall complete unmanned and manned flight testing to develop the company’s eVTOL technology to inform and support both civil and military applications and airworthiness acceptance. Joby will provide insight into unique issues related to [*****].

Joby may allow USAF selected personnel to [*****]. Personnel selected must be agreed to, by both parties, and screened for qualities and experience that will ensure a successful fit with the Joby Flight Test team. These personnel may be included in [*****].

Joby shall deliver a summary of flight test data on airframes [*****], covering the hours flown [*****]. Joby will facilitate transfer of select quantities of [*****] by request (specific parameters identified by the Government) for specific test events. All engineering data exchanges shall adhere to Joby’s information protection standards and protocol.

1.2 [***] Flights**

Joby shall deliver [*****] airframe, test infrastructure, personnel, and support for [*****] at an agreed upon location and time to complete [*****]. These flights shall be flown by [*****].

Each test event shall be completed consecutively and Joby shall deliver a summary of [*****] IAW the attached and mutually agreed upon [*****]. Lead time for planning and approval of test plan should be no less than 60 days.

2.1 [***] Facility, Access, and Basic Principles Training Support**

To assist with [*****], Joby shall deliver a [*****] necessary for the individual circumstances of each visit. [*****].

2.2 [***] Access and Basic Principles Training Support**

[*****], Joby shall deliver a [*****] necessary for the individual circumstances of each visit. [*****].

3.1 [***] Working Group**

Joby shall deliver [*****]. This support may consist of Joby engineers, instructors, and pilots sitting in on working group meetings to discuss findings and experimentation design as well as providing key information around the S4 design as it relates to [*****].

3.2 [***]**

Joby shall deliver progressive and exploratory [*****]. [*****]. Each deliverable shall be a report of [*****]. [*****] shall be mutually vetted and agreed to by both parties and will remain the same for [*****].

3.3 [***]**

Joby shall deliver progressive and exploratory [*****]. Each deliverable shall be a report of [*****].

3.4 [***]**

Joby shall deliver limited, progressive, and exploratory [*****]. Each deliverable shall be a report of [*****]. This deliverable is intended for the [*****] aircraft only and is subject to vehicle production and maturation.

4.1 Preliminary [***] Analysis Report**

Joby shall deliver a Preliminary [*****] Analysis report that identifies and evaluates [*****]. The report shall cover [*****] that apply to all [*****]. The report can be delivered in report or presentation format.

4.2 Final Report

Joby shall deliver a Final Report of which the initial draft is due 30 days prior. The final report's first page will be a single-page summary identifying the work's purpose, providing a brief description of effort accomplished, and listing potential results and applications. A Public Summary Section shall be included and may be published by DoD and, therefore, will not contain proprietary information. The final report shall also detail project objectives met, work completed, results obtained, and technical feasibility estimates. This report shall be in Microsoft Word or PDF format.

4.3 SBIR Phase 3 Summary Report

Joby shall deliver a Phase Three Summary Report for a year of effort, it will be delivered via email to the Government Program Manager and Agreements Officer. The phase three summary report shall include a technology description and anticipated applications/benefits for Government and/or private sector use. This report shall be in Microsoft Word or PDF format.

5 Research & Development (R&D) Deliverables

Joby shall deliver R&D Deliverables in accordance with the SOW, Attachment 5, and Article V.

6 Beddown Deliverables

Joby shall deliver the Beddown Deliverables in accordance with the SOW, Attachment 6, and Article V.

IV. Period of Performance

The initial Agreement award provided a [*****] month period of performance and two successive one-year options. The subsequent R&D and Beddown modifications provided a [*****] month period of performance and two successive one-year options. The period of performance is further outlined by ALINs in Article V. All options will be identified as individual ALINs with specific exercise dates and may be exercised as outlined in Article II and III.

V. Place of Performance

This Agreement will be completed at the following locations:

1. [*****]
2. [*****]
3. [*****]
4. [*****]
5. [*****]
6. Locations as defined in Attachment 5 and 6
7. Any approved Governmental or DoD facility, or other approved locations that have been mutually agreed upon with final approval from the Government Agreements Officer

ATTACHMENT 2: WIDE AREA WORKFLOW INSTRUCTIONS

Payments will be made by the Defense Finance and Accounting Service office, as indicated below, within thirty (30) calendar days of an accepted invoice in Wide Area Workflow (WAWF). WAWF is a secure web-based system for electronic invoicing, receipt and acceptance. The WAWF application enables electronic form submission of invoices, government inspection, and acceptance documents in order to support DoD's goal of moving to a paperless acquisition process. Authorized DoD users are notified of pending actions by e-mail and are presented with a collection of documents required to process the contracting or financial action. It uses Public Key Infrastructure (PKI) to electronically bind the digital signature to provide non-reputable proof that the user electronically signed the document with the contents. Benefits include online access and full spectrum view of document status, minimized re-keying and improving data accuracy, eliminating unmatched disbursements and making all documentation required for payment easily accessible.

The Performer is required to utilize the WAWF system when processing invoices and receiving reports under this Agreement. The Performer shall (i) ensure an Electronic Business Point of Contact is designated within the System for Award Management at <http://www.sam.gov> and (ii) register to use WAWF on the PIEE site (<https://piee.eb.mil/>), within ten (10) calendar days after award of this Agreement. Procedures to register are available at <https://pieetraining.eb.mil/wbt/xhtml/wbt/portal/overview/vendorRegister.xhtml>. The Performer is directed to use the 2-in-1 format when processing invoices. The Performer should deliver a copy of the PM approval of the milestone, as well as a copy of the milestone report, with each invoice. Enter the following information in WAWF:

- a. Pay Official DoDAAC: [*****]
- b. Issue By DoDAAC: [*****]
- c. Admin DoDAAC: [*****]
- d. Inspect By DoDAAC: [*****]
- e. Ship To Code: [*****]
- f. Ship From Code: N/A
- g. Make For Code: N/A
- h. Service Approver DoDAAC: N/A
- i. Service Acceptor DoDAAC: N/A
- j. Accept at Other DoDAAC: N/A
- k. LPO DoDAAC: N/A
- l. DCAA Auditor DoDAAC: N/A
- m. The following guidance is provided for invoicing processed under this Agreement through WAWF:
 - The PM shall formally inspect the deliverables/milestones. The Agreements Officer or designated alternate within the contracting team will accept the invoice. The PM shall review the deliverable(s)/milestone report(s) and either: 1) provide a written notice of rejection to the Performer which includes feedback regarding deficiencies requiring correction or 2) written notice of acceptance to the AO and members of the contracting team administering this agreement.
 - Acceptance within the WAWF system shall be performed by the AO or designated alternate within the contracting team upon receipt of a confirmation email of acceptance from the PM.
 - The Performer shall send an email notice to the AO, contracting team administering this agreement, and the PM upon submission of an invoice in WAWF (this can be done from within WAWF).
 - Payments shall be made by [*****].

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- The Performer agrees, when entering invoices entered in WAWF to utilize the agreement line item number (ALIN) and accounting classification reference number (ACRN) associated with each milestone as delineated at Article V, paragraph A.2. The description of the ALIN shall include reference to the associated milestone number along with other necessary descriptive information. The Performer agrees that the Government may reject invoices not submitted in accordance with this provision.

Note for DFAS: The Agreement shall be entered into the DFAS system by ALIN – Milestone association (MS)/ACRN as delineated at Article V, paragraph A.3. The Agreement is to be paid out by ALIN (MS)/ACRN. Payments shall be made using the ALIN (MS)/ACRN association as delineated at Article V, paragraph A.3.

- n. Payee Information: As identified at System of Award Management:
 - Cage Code: [*****]
 - DUNS: [*****]
 - EIN: [*****]
- o. Payments shall be made in the amounts set forth in Article V, provided the AOR has verified the completion of the milestones.

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ATTACHMENT 4: AIRWORTHINESS

- 1) Airworthiness portion is only required should the government "own, lease, operate, use, design, or modify" the platform in question, per DoD Directive 5030.61.
- 2) Joby Flight Test Documentation. [****]
 - a) Airworthiness Requirements in accordance with Exhibit A (below). [****].
 - b) [****]
 - c) [****]
 - d) [****]
 - e) [****]
- 3) Designation of Government Flight Representative (GFR). The Government may designate a GFR for purposes of Airworthiness, Flight Testing, and any other form of Ground and Flight Risk under this Agreement.
 - a) [****]

For this Agreement, the GFR is:

Primary: [****]

Alternate: [****]

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Exhibit A

Subject: USAF Airworthiness Requirement/Process for Agility Prime based on [*****]

1. **Purpose.** Define USAF methodology for assessing airworthiness (AW) of, and providing the appropriate AW approval for, COCO Air Systems as tailored for Agility Prime.
2. **Process Steps and Definitions.** These steps are required to obtain AW approvals and authorization to flight test for a specific aircraft configuration. Changes in configuration might require a re-evaluation.
 1. [*****]
 2. [*****]
 3. [*****]
 4. [*****]
 5. [*****]
 6. [*****]
 7. [*****]
 8. [*****]
 9. [*****]
 10. [*****]
 11. [*****]

ATTACHMENT 5: RESEARCH & DEVELOPMENT (R&D) DELIVERABLES

[*****]

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ATTACHMENT 6: BEDDOWN

[*****]

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CERTIFICATION
PURSUANT TO RULES 13a-14(a) AND 15d-14(a)
UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, JoeBen Bevirt, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2023 of Joby Aviation, Inc.;
 2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
 3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
 4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
-

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
- a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 4, 2023

By: /s/ JoeBen Bevirt
JoeBen Bevirt
Chief Executive Officer and Chief Architect
(Principal Executive Officer)

CERTIFICATION
PURSUANT TO RULES 13a-14(a) AND 15d-14(a)
UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Matthew Field, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2023 of Joby Aviation, Inc.;
 2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
 3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
 4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
-

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
- a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 4, 2023

By: /s/ Matthew Field
Matthew Field
Chief Financial Officer and Treasurer
(Principal Financial Officer)

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Joby Aviation, Inc. (the "Company") on Form 10-Q for the quarterly period ended June 30, 2023, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, JoeBen Bevirt, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 4, 2023

/s/ JoeBen Bevirt

Name: JoeBen Bevirt
Title: Chief Executive Officer and Chief Architect
(Principal Executive Officer)

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Joby Aviation, Inc. (the "Company") on Form 10-Q for the quarterly period ended June 30, 2023, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Matthew Field, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 4, 2023

/s/ Matthew Field

Name: Matthew Field
Title: Chief Financial Officer and Treasurer
(Principal Financial Officer)