SOF RACER Consortium Membership Agreement

Version 1.2 — September 2026

BACKGROUND. Under the authority of 10 U.S.C. § 4022, the United States Special Operations Command ("USSOCOM") has entered into an Other Transaction Agreement (the "Base Agreement") with GovSignals, Inc. ("GovSignals" or "Consortium Manager") to establish and manage the Special Operations Forces - Rapid Acquisition Consortium for Emerging Requirements ("SOF RACER") consortium (the "Consortium"). This Consortium Membership Agreement ("Agreement") governs the terms of membership.

The Consortium's purpose is to rapidly identify, prototype, and transition SOF-Peculiar capabilities to production across twelve Areas of Interest: (1) Market Research/Creative Development; (2) Design Development/Systems Engineering; (3) Multi-Domain Test and Evaluation, including Rapid Remodel, Refit and Upgrade of Wargaming and Experimentation Facilities; (4) Rapid Prototyping/Low-Rate Production; (5) Information Dominance & Battlespace Awareness; (6) Multi-Domain Communications & Cyber Operations; (7) Scalable Precision & Lethality; (8) Human-Machine Integration; (9) Advanced Engineering, Mobility & Logistics; (10) SOF Operator Performance & Sustainment; (11) SOF Peculiar Power & Energy Systems; and (12) Subsea & Seabed Warfare.

DEFINITIONS. As used in this Agreement:

"Base Agreement" means the Other Transaction Agreement between USSOCOM and GovSignals.

"Consortium Manager" or "CM" means GovSignals, Inc.

"Member" means an organization that has executed this Agreement and whose membership has not been terminated.

"Project Agreement" means a separate agreement for a specific prototype project under the Base Agreement.

"Government" means the United States of America acting through USSOCOM.

"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 Project Agreement and provided to the CM or Government in support of the performance of the Project Agreement; or (2) Collected, developed, received, transmitted, used, or stored by or on behalf of the Member in support of the performance of the Project Agreement.

"Subject Invention" means any invention conceived or first reduced to practice under a Project Agreement.

"Technology" means discoveries, innovations, know-how, and inventions (whether patentable or not), including computer software, developed under a Project Agreement.

MEMBERSHIP. Membership is open on a rolling basis to United States-based companies, academic institutions, and research organizations with capabilities in one or more Areas of Interest. There are no dues or fees charged for membership. Membership is effective upon execution and continues for successive one-year terms with automatic renewal unless terminated. Membership is non-transferable and does not extend to affiliates or subsidiaries without CM consent. Members shall notify the CM within thirty (30) days of any merger, acquisition, or change of control.

Eligibility requires: (1) organization under United States laws; (2) not debarred, suspended, or otherwise subject to exclusion from federal programs as reflected in SAM.gov; (3) technical capability in at least one Area of Interest; (4) eligibility for prototype projects under 10 U.S.C. § 4022; (5) active SAM.gov registration prior to submitting a proposal or receiving a Project Agreement award; and (6) execution of this Agreement.

Members are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, or employer-employee relationship.

MEMBER REPRESENTATIONS AND WARRANTIES. By executing this Agreement, each Member represents and warrants to the Consortium Manager, as of the date of execution and on a continuing basis throughout the term of membership, that:

- The Member satisfies each eligibility requirement set forth in the Membership section above, and all information submitted in connection with the Member's membership application is true, accurate, complete, and not misleading in any material respect;
- The Member is not proposed for debarment, and is not currently under investigation by any federal agency for conduct that could result in debarment or suspension;
- The Member is not an agency or instrumentality of a foreign government, and is not substantially owned, controlled, sponsored, or managed by a foreign government, foreign firm, or foreign individual, unless such status has been disclosed in writing to the Consortium Manager and approved by the Government;
- No "outside investor" (within the meaning of the Committee on Foreign Investment in the United States ("CFIUS") or the Foreign Investment Risk Review Modernization Act of 2018) holds an interest in the Member that has not been disclosed to the Consortium

Manager;
- The Member has the full legal power and authority to enter into this Agreement and to perform its obligations hereunder; and
- The individual executing this Agreement on behalf of the Member is duly authorized to bind the Member.

These representations and warranties are material inducements to the Consortium Manager's acceptance of the Member into the Consortium and shall be deemed repeated on each date the Member submits a proposal or receives a Project Agreement award. The Consortium Manager does not independently verify the accuracy of each Member's eligibility representations and is entitled to rely upon such representations in good faith. The Consortium Manager shall not be liable to the Government, to any Member, or to any third party for any loss, damage, or claim arising from or related to a Member's false or misleading eligibility representations, provided that the Consortium Manager acts promptly upon discovery of any such misrepresentation in accordance with the remedies and notification obligations set forth in this Agreement.

DUTY TO NOTIFY. Each Member shall notify the Consortium Manager in writing within five (5) business days of becoming aware of any fact, circumstance, or event that would render any representation or warranty set forth above untrue, inaccurate, or misleading, including but not limited to:

- Proposed or actual debarment, suspension, or exclusion from federal programs;
- Any merger, acquisition, change of control, or investment by a foreign person or entity (including any transaction reportable to CFIUS);
- Loss of eligibility under 10 U.S.C. § 4022;
- Any investigation, indictment, or civil action by a federal agency relating to the Member's eligibility, integrity, or compliance with applicable law; or
- Any material change in the information submitted in the Member's membership application.

Failure to provide timely notice under this section shall constitute a material breach of this Agreement.

REMEDIES FOR FALSE REPRESENTATIONS. If the Consortium Manager determines that a Member has made a false, inaccurate, or materially misleading representation or warranty under this Agreement, or has failed to provide timely notice of changed circumstances, the Consortium Manager may, in its sole discretion and without prejudice to any other rights or remedies:

- Immediately suspend the Member's platform access and eligibility to submit proposals or receive awards, without the cure period otherwise applicable to termination for cause;
- Terminate the Member's membership effective immediately upon written notice;

- Notify the Government of the false representation and the actions taken, consistent with the Consortium Manager's obligations under the Base Agreement;
- Withhold any pending payments or management fee disbursements to the Member under any Project Agreement until the matter is resolved;
- Require the Member to return or disgorge to the Government any Project Agreement funds received while ineligible, to the extent required by the Government; and
- Pursue any other remedy available at law or in equity.

The exercise of any remedy under this section shall not release the Member from its obligations under any outstanding Project Agreement, which shall continue in accordance with their terms subject to Government direction.

MEMBER INDEMNIFICATION. Each Member shall indemnify, defend, and hold harmless the Consortium Manager and its officers, directors, employees, and agents from and against any and all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) any false, inaccurate, or materially misleading representation or warranty made by the Member under this Agreement; (b) the Member's failure to provide timely notice of changed circumstances; or (c) any award, payment, or benefit obtained by the Member while ineligible for membership or for a Project Agreement award. This indemnification obligation shall survive termination or expiration of this Agreement and any Project Agreement.

PLATFORM USE. Member access to the Consortium platform is non-exclusive, non transferable, and revocable upon termination. Members are responsible for all account activity and shall protect credential confidentiality. Members shall not: reverse engineer the platform; sublicense or share access; use it to develop competing services; circumvent access controls; or remove proprietary notices. GovSignals may suspend access for material violation with written notice and fifteen (15) business day cure opportunity. Each Member shall ensure that all individuals accessing the platform on its behalf comply with the platform's individual user acknowledgments, and the Member shall be responsible for any breach by its individual users. Platform access and identity services may be administered by service providers designated by the Consortium Manager, and Member account information will be processed by such providers solely for platform administration.

CONSORTIUM MANAGER OBLIGATIONS. GovSignals shall:

- Manage daily Consortium operations and maintain administrative records
- Manage prototype project competitions (solicitations, evaluations, awards) on behalf of USSOCOM
- Recruit, onboard, and retain Members, minimizing barriers to entry for small businesses and non-traditional defense contractors
- Identify and facilitate teaming opportunities among Members to promote integrated

research and prototyping efficiencies

- Facilitate proposal development and reduce the administrative costs of prototype development.
- Mentor Members to prepare them for competitive prototype projects
- Maintain secure technology infrastructure (FedRAMP High)
- Coordinate with SOF AT&L and USSOCOM stakeholders
- Manage Consortium finances and timely Member payments under Project Agreements
- Take steps to avoid organizational conflicts of interest

MEMBER OBLIGATIONS. Each Member shall:

- Maintain accurate membership information and notify the CM of material changes
- Follow submission processes and deadlines for prototype project solicitations
- Comply with security requirements (DD Form 254) for classified work
- Comply with CMMC Level 2/NIST SP 800-171 when performing under a Project Agreement involving CUI
- Conduct Government-related communications through the Consortium Manager Refrain from conduct injurious to the Consortium or Government
- Not use the USSOCOM name, logo, or emblem without prior written Government authorization obtained through the CM (18 U.S.C. § 701); requests shall be submitted sixty (60) days before proposed use
- Not issue public announcements about the Consortium or Project Agreements without prior CM approval

Prototype project competitions generally proceed through a phased evaluation environment for capability transition. Members who have successfully developed Technology under the SBIR Program may be moved directly to Phase III, upon confirmation that the proposed solution extends, derives or completes from that Technology. Successful completion of a prototype project may qualify the Member for follow-on production awards in accordance with 10 U.S.C. § 4022(f), subject to Government discretion.

FINANCIAL OBLIGATIONS. GovSignals charges no membership dues, no per-project fee, and no percentage-of-award or other management fee against any Member or any Project Agreement. Payments under Project Agreements are milestone-based; Government liability shall not exceed the amount obligated under each Project Agreement.

PATENT RIGHTS. Members retain title to all Subject Inventions. The Government receives a nonexclusive, nontransferable, irrevocable, paid-up license to practice Subject Inventions worldwide for Government purposes, consistent with 35 U.S.C. § 209(d)(1) and 37 CFR § 404.7(a)(2)(i). Members shall record a confirmatory instrument with the USPTO. The Government retains march-in rights per 37 CFR § 404.7(a)(2)(ii). Members shall comply with invention disclosure requirements in applicable Project Agreements.

DATA RIGHTS. Data in which the Government has previously obtained rights shall be delivered with those pre-existing rights. Prior to delivering restricted data, Members shall submit a data assertions list to the CM. All delivered data shall bear the Member's name and the legend: "This data is being delivered as Commercial Computer Software or Technical Data. Use, duplication, or disclosure is subject to the restrictions as stated in the applicable Project Agreement."

Failure to mark may result in unlimited rights treatment. Members have six (6) months from discovery of an erroneous release to cure by written notice to the CM; if cured, restrictions apply going forward unless data is otherwise unrestricted. Members are not obligated to provide pre existing data; if voluntarily provided with proper markings, it shall be maintained in confidence and disposed of upon completion as the Member directs.

The Government shall not be liable for disclosure of: (a) unmarked data; or (b) information that is publicly known, independently developed, or received without restriction. Members retain copyright in works developed under Project Agreements and grant the Government a nonexclusive, royalty-free license to reproduce, prepare derivative works, distribute, perform, and display such works (excluding computer software, which receives Limited Rights). Government-furnished data is not copyrightable by Members. This section survives termination.

CONFIDENTIALITY. The CM shall protect Member proprietary information from unauthorized disclosure and shall not release it without prior written approval except as required by law or the Base Agreement. Members shall mark proprietary information conspicuously. For oral or visual disclosures, written confirmation shall be provided within thirty (30) days; absent such confirmation, no duty to restrict applies. Confidentiality obligations survive for five (5) years after termination. This five-year period governs all Member data on the platform notwithstanding any shorter period in platform terms of use.
The CM maintains data within environments meeting FedRAMP High, NIST SP 800-171, Defense Federal Acquisition Regulation Supplement ("DFARS") cybersecurity, and International Traffic in Arms Regulations ("ITAR") compliance standards. In the event of conflict with the Base Agreement, the Base Agreement controls.

FINANCIAL RECORDS AND AUDIT. Members receiving Project Agreement funding shall maintain adequate records to account for all Federal funds received. Member financial records are subject to audit by the Comptroller General, USSOCOM Director of Procurement, or other authorized Government officials for three (3) years after Project Agreement expiration. Audits shall be during business hours with prior written notice and subject to the audited party's security requirements. This requirement does not apply to entities that have not entered into any agreement providing Government audit access in the year prior to the Project Agreement.

The Consortium Manager maintains platform activity logs, which are available to the Government upon request consistent with the Base Agreement.

FOREIGN ACCESS TO TECHNOLOGY. Technology developments under Project Agreements may constitute significant national defense enhancements. The controls in this section supplement (not supersede) ITAR (22 CFR Part 120, et seq.), the National Industrial Security Program Operating Manual (32 CFR Part 117), and the Department of Commerce's Export Administration Regulations ("EAR") (15 CFR Part 730, et seq.). Members shall provide written notice to the CM at least sixty (60) days before any proposed transfer of Technology to a foreign firm or institution. "Transfer" includes sales or licensing of Technology but excludes product/component sales, related software licenses, transfers to foreign subsidiaries for Project Agreement purposes, and transfers to approved foreign sources. The Government has thirty (30) days to consent. No transfer may proceed without Government consent.

If an unauthorized transfer occurs, the Member shall: (a) refund Government funds paid for the Technology's development; and (b) grant the Government a worldwide, nonexclusive, irrevocable, paid-up license to the Technology. This section survives termination.

CYBERSECURITY AND INCIDENT REPORTING. Members performing under Project Agreements involving Covered Defense Information shall implement NIST SP 800-171 Rev 2. Variance requests shall be submitted through the CM to the Agreements Officer. External cloud service providers storing CDI shall meet FedRAMP Moderate. Upon discovering a cyber incident affecting CDI, Members shall: (a) review for evidence of compromise; and (b) report to DoD at dibnet.dod.mil within seventy-two (72) hours, with simultaneous CM notification.

Members shall have a DoD-approved medium assurance certificate. Isolated malicious software shall be submitted to DC3. Members shall preserve affected media for ninety (90) days and provide forensic access upon DoD request. These requirements do not abrogate other safeguarding obligations. CMMC Level 2 is not required for membership; it applies only to specific Project Agreements involving CUI.

COMPLIANCE. Members shall comply with: all applicable export control laws (Arms Export Control Act, ITAR, EAR); United States antitrust laws; the prohibition on covered telecommunications equipment and services (consistent with Section 889 of the National Defense Authorization Act for Fiscal Year 2019); and all other applicable federal, state, and local laws. Federal Acquisition Regulation (“FAR”) and DFARS provisions flow down only to the extent incorporated in the Base Agreement or specific Project Agreements.

TERM AND TERMINATION. Members may withdraw at any time with thirty (30) days written notice. The CM may terminate for cause (with thirty (30) day written notice specifying grounds and cure opportunity) for: failure to comply with this Agreement; debarment or suspension; conduct injurious to the Consortium; fraud or material breach; failure to cure financial obligations within sixty (60) days; or violation of applicable law. Notwithstanding the foregoing, no cure period shall be required for termination based on false eligibility representations or failure to notify of changed circumstances under the Member Representations and Warranties section; such termination may be effective immediately upon written notice. Upon termination: platform access is revoked; Project Agreement obligations continue per their terms; financial and confidentiality obligations survive; intellectual property rights are unaffected. Reinstatement requires new application, satisfaction of outstanding obligations, and CM approval.

DISPUTE RESOLUTION. Parties shall attempt good-faith resolution. Written notice is required specifying the dispute and relief sought. Parties shall have a thirty (30) day direct negotiation period. If unresolved, disputes shall be escalated per Base Agreement (Agreements Officer, then Director of Procurement, USSOCOM). Liability is limited to direct damages only.

AI CAPABILITIES. The CM uses AI tools to assist in review, evaluation, and administration of submissions. The Government retains final decision-making authority on all project selections and awards. No submission shall be finally approved or rejected solely by AI without human review. Member submissions shall not be used to train GovSignals’ or third-party AI/ML models.

GOVERNING LAW. This Agreement is governed by the laws of the State of New York without choice-of-law principles. Federal law controls on any conflict, including disputes arising from platform use in connection with Government-funded project work. Disputes are subject to the procedures in the Dispute Resolution section.

GENERAL PROVISIONS. If any provision is held invalid, it shall be modified to the minimum extent necessary or severed, and the remainder shall continue in full force. This Agreement, together with the Base Agreement and any Project Agreements, constitutes the entire agreement and supersedes all prior agreements. This Agreement may be amended only by written instrument of the CM with not less than thirty (30) days notice of material changes; continued membership constitutes acceptance.

All notices shall be in writing and deemed given when delivered personally, sent by confirmed electronic mail, or sent by overnight courier, addressed to: GovSignals, Inc., Attn: SOF RACER

Consortium Manager, 169 Madison Ave STE 11051, New York, NY 10016. Each Member waives claims against the CM, Consortium, and other Members arising from Consortium activities, except for willful misconduct and intellectual property infringement. Neither Party shall be liable for failure or delay caused by circumstances beyond reasonable control. Membership does not guarantee any Project Agreement award; the Government retains sole discretion over all selections and awards.

LOWER-TIER FLOW-DOWN. Members shall include the substance of the following provisions, suitably modified to identify the parties, in all subcontracts or lower-tier agreements for work under Project Agreements, regardless of tier: (a) Patent Rights; (b) Data Rights; (c) Financial Records and Audit; (d) Foreign Access to Technology; (e) Cybersecurity and Incident Reporting; (f) Confidentiality; (g) Prohibition on Covered Telecommunications Equipment; and (h) Publication review requirements (thirty (30) day Government review prior to public release of project-related information, with appropriate government sponsorship acknowledgment).

EXECUTION AND ACCEPTANCE. This Agreement is executed electronically through the Consortium platform, or by such other written means as the Consortium Manager may approve. Acceptance of this Agreement through the platform by an individual authorized to bind the Member constitutes the Member's execution of this Agreement, effective as of the recorded date and time of acceptance. The platform's record of acceptance, including the identity of the accepting individual, the Member organization, the version and cryptographic hash of the Agreement text accepted, and the timestamp, constitutes evidence of execution. Each Member consents to the use of electronic records and signatures in connection with this Agreement pursuant to the federal E-SIGN Act (15 U.S.C. § 7001 et seq.). Where this Agreement is executed in written form rather than through the platform, it becomes effective upon the Consortium Manager's written confirmation of membership, and no countersignature is required. Platform users who are not the authorized representative shall acknowledge and agree to abide by this Agreement upon first access; such acknowledgment binds the individual and the Member as provided in the Platform Use section.