

**SIERRA NEVADA COMPANY, LLC TERMS AND CONDITIONS-  
COMMERCIAL ITEMS-GOVERNMENT CONTRACT**

1. ORDER ACCEPTANCE
2. DEFINITIONS
3. INSPECTION/ACCEPTANCE
4. ASSIGNMENT
5. CHANGES
6. RECORD RETENTION
7. FORCE MAJEURE
8. INVOICE AND PAYMENT
9. USE OF SNC'S PURCHASING SYSTEM AND RECORD KEEPING
10. PATENT, TRADEMARK, AND COPYRIGHT INDEMNITY
11. F.O.B., TITLE AND RISK OF LOSS
12. STOP WORK
13. TERMINATION FOR CONVENIENCE
14. TERMINATION FOR CAUSE
15. WARRANTY
16. RESERVED
17. COMPLIANCE WITH LAWS
18. ORDER OF PRECEDENCE
19. RIGHTS IN INTELLECTUAL PROPERTY
20. NEW MATERIALS
21. COUNTERFEIT AND SUSPECT PARTS
22. PACKING AND SHIPPING
23. CHOICE OF LAW
24. DISPUTES/ARBITRATION
25. RESERVED
26. QUALITY CONTROL SYSTEM
27. CONFLICT MINERALS
28. PARTIAL INVALIDITY
29. NON-WAIVER
30. SURVIVABILITY
31. DELIVERY
32. CUSTOMER COMMUNICATION, NEWS AND PUBLIC STATEMENTS OR RELEASES
33. CONTRACTUAL DIRECTION
34. ELECTRONIC SIGNATURE
35. EXPORT CONTROL
36. BUYER PROPERTY
37. INDEMNITY AND REIMBURSEMENT
38. GRATUITIES/KICKBACKS
39. INDEPENDENT CONTRACTOR RELATIONSHIP
40. PROPRIETARY INFORMATION
41. INSURANCE
42. SITE REQUIREMENTS
43. RIGHTS AND REMEDIES
44. REPORTING OF CYBER INCIDENTS
45. ENTIRE AGREEMENT
46. AFFIRMATIVE ACTION
47. FAR AND DFARS CLAUSES

## 1. ORDER ACCEPTANCE

This Order shall be deemed to have been accepted by any of the following: (i) Seller's acknowledgement of the Order; (ii) Seller's commencement of performance of Work under the Order; (iii) timely delivery of the products identified herein to the shipping address specified on the face of the Order; or (iv) acceptance of payment by Seller. Buyer objects to, and is not bound by, any terms and conditions stated in Seller's acceptance unless accepted in writing by Buyer.

## 2. DEFINITIONS

- (a) "Buyer" means Sierra Nevada Company, LLC ("SNC"), its divisions or subsidiaries, as represented by an authorized representative. The only authorized representatives for this Order are as specified in the Order.
- (b) "FAR" means the Federal Acquisition Regulation, Chapter 1 of Title 48 of the Code of Federal Regulations.
- (c) "Government" means the United States Government or its authorized representatives.
- (d) "Prime Contract" means the contract, if any between Buyer and Government or the contract between Buyer and a higher tier seller.
- (e) "Product" means those services, goods, supplies, materials, articles, items, parts, components or assemblies described in this Order.
- (f) "Order" means this purchase order or subcontract, or modification thereof, incorporating by reference these conditions and instructions and all applicable data incorporated by reference therein
- (g) "Seller" means the party with whom Buyer is contracting.
- (h) "Terms and Conditions" means this document.
- (i) "Work" means all required articles, materials, supplies, goods and services constituting the subject matter of this Order and ordered by this Order.

## 3. INSPECTION/ACCEPTANCE

**All Products or Services entering into the performance of the Agreement may be inspected and tested at all times and places, before, during or after manufacture, by representatives of Buyer, and/or the Government. If inspection and/or test is made on the premises of Seller or its supplier, Seller shall furnish without additional charge all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and tests shall be performed in such a manner as not to unduly delay the work. Final inspections shall be on Buyer's premises unless Buyer directs otherwise in writing.**

Seller shall only tender for acceptance those items that conform to the requirements of this Order. Buyer reserves the right to inspect or test any supplies or services that have been tendered for acceptance. Buyer may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. Buyer must exercise its post-acceptance rights:

- (a) Within a reasonable time after the defect was discovered or should have been discovered; and
- (b) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

## 4. ASSIGNMENT

Neither this Order, nor any interest herein, nor any claim hereunder may be assigned or delegated by Seller, nor may Seller further subcontract all or substantially all of this Order without the prior written consent of Buyer. Buyer's consent shall not be deemed to relieve Seller of its obligations to comply fully with the requirements hereof. Seller or its assignee may assign its rights to receive payment due as a result of performance of this Order to a bank, trust company, or other financing institution.

## 5. CHANGES

- (a) Buyer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement to any one or more of the following:
  - (1) Drawings, designs, or specifications
  - (2) Method of shipment or packing.
  - (3) Place of delivery, inspection or acceptance
  - (4) Description of services to be performed
  - (5) Time of performance
  - (6) Place of performance
  - (7) Delivery schedule
- (b) Seller shall comply immediately with such direction. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of work under this Agreement, Seller may request an equitable adjustment in the
  - (1) price, the delivery or completion schedule, or both
  - (2) amount of any fixed fee
  - (3) other affected terms and the Agreement shall be modified accordingly.
- (c) Seller must submit any "proposal for adjustment" (hereinafter referred to as "proposal") under this clause within twenty (20) days from the date of receipt of the written order. However, if Buyer decides that the facts justify it, Buyer may receive and act upon a proposal submitted before final payment of the order.
- (d) If Seller's proposal includes the price of property made obsolete or in excess by the change, Buyer shall have the right to prescribe the manner of disposition of the property.

- (e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse Seller from proceeding with the order as changed.
- (f) Notwithstanding the terms and conditions of parts (a) and (b) above, the price of this Agreement and, if this Agreement is incrementally funded, the funds allotted for the performance of this Agreement shall not be increased or considered to be increased except by specific written modification of the Agreement indicating the new price and, if this Agreement is to be incrementally funded, the new amount allotted to the Agreement. Until this modification is made, Seller shall not be obligated to continue performance or incur costs beyond the original price of the Agreement and, if this Agreement is incrementally funded, beyond the amount of funds originally allotted for the performance of this Agreement.
- (g) When costs are a factor in any determination of an equitable adjustment, such costs shall be in accordance with Part 31 of the Federal Acquisition Regulation as in effect on the date of the Agreement.
  - (h) Seller is required to notify buyer of changes in product and/or process definition impacting the quality of products or processes being supplied. Buyer and/or buyer's affected customer representative must review and approve proposed process changes prior to implementation.

## 6. RECORD RETENTION

Seller agrees to retain all documents and records associated with performance under this Agreement for the time periods designated in FAR Part 4.700 or a longer period if specified elsewhere in this Agreement or directed by the Buyer. Seller will provide timely access to these records, at no cost, upon request.

## 7. FORCE MAJEURE

Neither party shall be liable for damages for delay in delivery arising out of causes beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy, acts of any Government authority, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, or unusually severe weather. If the delay is caused by the delay of a subcontractor of Seller and if such delay arises out of causes beyond the reasonable control of both Seller and the subcontractor, and without fault or negligence of either of them, Seller shall not be liable to Buyer in damages unless the articles or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Seller to meet the required delivery schedule. Seller will notify Buyer in writing within ten (10) calendar days after the beginning of any such cause.

## 8. INVOICE AND PAYMENT

All invoices shall be submitted via SNC's Source-to-Pay portal at <https://s2p.sncorp.com/>. Hard copies will not be accepted. If a submitted invoice does not match the price, PO line item, or other terms of the order, it will be rejected to the seller for corrections. The payment due date will be calculated from the date of receipt of the correct invoice submitted through the Source-to-Pay portal.

All Invoices must include:

- (a) Purchase Order number
- (b) Purchase Order line item number
  - a. Description, quantity, unit of measure, unit price and extended price of the Goods delivered, or detailed description of the Services, performed during the billed period
- (c) Total amount claimed for payment
- (d) Seller name and address
- (e) Seller remittance address
- (f) Invoice number
- (g) Invoice date
- (h) Shipping number and date of shipment (as applicable)
- (i) Terms of any prompt payment discount offered
- (j) SNC Buyer Representatives name
- (k) Seller's name, title, and phone number of person to be notified in event of defective invoice.

All payments are contingent on acceptance of the goods or services by Buyer.

Seller shall issue separate invoices for travel and each shipment showing the amount of material shipped.

Unless specifically set forth in Seller's proposal or quote and accepted by Buyer, the stated contract price shall include all charges for packing, shipping, hauling, storage, and transportation to the point of delivery.

Unless otherwise authorized by Buyer, Seller shall not issue an invoice prior to the actual delivery date of products through the SNC Source-to-Pay system. Seller shall forward to Buyer, with the invoice, receipt or Bill of Lading signed by the carrier, evidencing the fact that shipment has been made.

Payment due dates, including discount periods, shall be calculated from the date of the later of the scheduled delivery date, the actual delivery date, or the date of receipt of a correct invoice through the SNC Source-to-Pay system.

The cash discount period to Buyer, if any, will date from the later of

- (1) the receipt of a compliant invoice (not from date of the invoice)
- (2) the actual date of acceptance of the Products, or,
- (3) the delivery date specified in the Order.

Payment of invoices will be made accordance with the terms of the Order. Unless freight and other charges are itemized, any discount shall be taken on the full amount of the invoice in the SNC Source-to-Pay system. To be compliant, invoices shall be supported by such documents in such form as Buyer requests and shall bear such certification as may be required by law, regulations, or the Agreement.

Invoices not submitted through SNC Source-to-Pay are not subject to the agreed to terms of payment

The Subcontract or Purchase Order number shall appear on all invoices, packages, crates or boxes, bills of lading, express receipts, correspondence, and other instruments used in connection with the Agreement.

Invoices shall be submitted through the SNC Source-to-Pay system within ten days after shipment.

All containers, drums, carboys, etc., to be returned shall be shipped on a no charge or consignment basis unless otherwise specified in the Agreement. Buyer shall pay for only such containers that it does not return within a reasonable time.

Payment shall not constitute acceptance of the products.

Payment shall be deemed to have been made on the date SNC's Electronic Funds Transfer (EFT) or payment is otherwise tendered through the SNC Source-to-Pay system.

Seller shall promptly repay Buyer any amounts paid in excess of amount due Seller.

Invoices which do not agree with prices or other terms of the Agreement will be returned to Seller for corrections through the SNC Source-to-Pay system.

Payment schedule shall commence upon receipt of the correct invoice by Buyer through the SNC Source-to-Pay system.

If Technical Data/Software or any part thereof as required by the Agreement is not delivered within the time specified or is deficient upon delivery, Buyer may, until such data is accepted, withhold payment to Seller of twenty percent (20%) of the total Agreement. Payments shall not be withheld nor any other action taken pursuant to this clause when Seller's failure to make timely delivery arises out of causes beyond the control and without the fault or negligence of Seller.

If Buyer makes any payments to Seller prior to receipt of final payment under the corresponding prime contract, those payments by Buyer shall be considered interim in nature and subject to adjustment if the prime contractor determines that Buyer is not entitled to the full amount requested under the prime contract.

- (a) All claims for monies due or to become due from Buyer shall be subject to deduction by Buyer, for any set off or counterclaim arising out of this or any other of Buyer's Orders with Seller whether such set off or counterclaim arose before or after any such claim or assignment by Seller.

## 9. USE OF SNC'S PURCHASING SYSTEM AND RECORD KEEPING

The Supplier agrees to utilize SNC's designated purchasing system for all transactions related to this Agreement. The Supplier acknowledges that it is their responsibility to familiarize themselves with the purchasing system's processes, procedures, and requirements.

The Supplier shall ensure that all relevant records, including but not limited to purchase orders, agreements, contracts, invoices, receipts, and delivery documentation, are accurately and promptly entered into SNC's purchasing system. The Supplier shall maintain up-to-date records in accordance with the requirements specified by SNC.

Furthermore, the Supplier shall be responsible for ensuring the accuracy and completeness of the information provided in SNC's purchasing system. This includes promptly updating any changes to their contact details, financial information, certifications, accreditations, or any other relevant data that may affect the contract's execution.

The Supplier shall cooperate with SNC in resolving any discrepancies or issues related to the records in the purchasing system. They shall promptly respond to requests for information or clarification from SNC's designated personnel responsible for managing the purchasing system.

Failure by the Supplier to comply with the requirements outlined in this clause may result in delays, payment issues, or other adverse consequences. SNC reserves the right to take appropriate actions, including but not limited to withholding payment or terminating the contract, in the event of non-compliance.

## 10. PATENT, TRADEMARK, AND COPYRIGHT INDEMNITY

Seller shall defend, indemnify, and hold Buyer, Buyer's officers, agents, employees, and customers harmless against all claims suits, actions, awards (including, but not limited to, awards based on intentional infringement of patents known at the time of such infringement, exceeding actual damages and/or including attorneys' fee and/or costs), liabilities, damages, costs, and attorneys' fees related to the actual or alleged infringement of any United States or foreign intellectual property right (including but not limited to, any right in a patent, copyright, industrial design or semiconductor mask work, or based on misappropriation or wrongful use of information or documents) and arising out of the manufacturing, sale or use of products by either Buyer or its customer delivered under the Order. Buyer and/or its customer will duly notify Seller of any claims, suits or actions; and Seller shall, at its own expense, fully defend such claims, suit or action on behalf of indemnities, obtain such licenses as are necessary to remove such infringement, or replace the infringing Product.

In the event that a court of law, administrative body, or other entity convened for the purpose of resolving such a matter, including through the use of alternative dispute resolution, determines that Seller has violated the protections afforded to a third party's intellectual property under statute, regulation, or contract, Seller shall use all reasonable efforts to obtain a license for Buyer that permits Buyer's use of any intellectual property included in a deliverable or otherwise necessary to the performance of the Order. If Seller is unable to obtain such a license, Seller shall, at its own expense, modify performance of this Order to eliminate the need for the infringing intellectual property. If Seller becomes responsible for modifying performance under this provision, Seller shall first propose an alternate method of performance that is at least as beneficial to Buyer and Buyer's customers as the method of performance originally contemplated in the Order. Such a Seller proposal shall be first approved by Buyer, prior to Seller commencing its effort to modify performance.

## 11. F.O.B., TITLE AND RISK OF LOSS *(applies only to goods provided under the Order)*

Unless otherwise specified, F.O.B. shall be Buyer's facility. Title to any goods covered by the Order shall pass to Buyer upon final inspection and acceptance, regardless of when or where Buyer takes physical possession.

Risk of loss or damage to articles shall remain with Seller until:

- (a) Delivery of the goods to an authorized carrier, if delivery is F.O.B. Origin;. (Note: F.O.B. Origin is not applicable for delivery of international goods. For international transactions, an appropriate term from *Incoterms® 2020* shall be selected and specified under the Order; or
- (b) Final acceptance by Buyer or receipt of goods by Buyer at the destination specified in the Order, whichever is later, if transportation is F.O.B. Destination.

Notwithstanding the above, the risk of loss or damage to goods that fail to conform to the Order so as to give rise to a right of rejection shall remain with Seller until cure or final acceptance.

## 12. STOP WORK

Buyer may, at any time, by written order to Seller, require Seller to stop all, or any part, of the work called for by the Agreement for a period of ninety (90) days after the order is delivered to Seller, and for any further period to which the parties may agree. Upon receipt of such an order, Seller 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 ninety (90) days after a Stop Work Order is delivered to Seller, or within any extension of that period which the parties shall have agreed, Buyer shall either;

- (a) Cancel the Stop Work Order, or
- (b) Terminate the work covered by such order as provided in the “Termination/Cancellation” clause of this Agreement.

If a Stop Work Order issued under this clause is canceled or the period of the order or any extension thereof expires, Seller shall resume work. Seller may request an equitable adjustment in the delivery schedule, or the Agreement price, or both, and modify the Agreement in writing accordingly, if

- (1) The Stop Work Order results in an increase in the time required for, or in Seller’s cost properly allocable to the performance of any of the Agreement; and
- (2) Seller asserts its right to the adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if Buyer decides the facts justify such action, Buyer may receive and act upon a proposal submitted at any time before to final payment under the Agreement.

If a Stop Work Order is not canceled and the work covered by the order is terminated for default, Buyer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the Stop Work Order.

If a Stop Work Order is not canceled and the work covered by such order is terminated for the convenience of Buyer, Buyer shall allow all reasonable costs already incurred in performance of the work cancelled, resulting from the Stop Work Order in arriving at the termination settlement.

If a Stop Work concludes with Buyer issuing to Seller a termination for cause, Seller shall not be entitled to any compensation or reimbursement of costs under this clause. This is in addition to any rights or remedies that Buyer may have elsewhere in the document.

**13. TERMINATION FOR CONVENIENCE**

Buyer reserves the right to terminate this Order, or any part hereof, for its sole convenience. Upon notice from Buyer of such termination, Seller shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this Order, Seller shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges Seller can demonstrate to the satisfaction of Buyer using its standard record keeping system, have resulted from the termination. Seller shall not be paid for any work performed or costs incurred which reasonably could have been avoided. Seller shall continue to perform all work not terminated.

**14. TERMINATION FOR CAUSE**

Buyer may terminate this Order, or any part hereof, for cause in the event of any default by Seller, or if Seller fails to comply with any contract terms and conditions, or fails to provide Buyer, within ten (10) calendar days of request, with adequate assurances of future performance. In the event of termination for cause, Buyer shall not be liable to Seller for any amount for supplies or services not accepted, and Seller shall be liable to Buyer for any and all rights and remedies provided by law. Seller shall continue to perform all work not terminated. If it is determined that Buyer improperly terminated this Order for default, such termination shall be deemed a termination for convenience.

**15. WARRANTY**

Seller warrants all Products to be free from defect in design, materials, and workmanship and to conform strictly to the specifications, drawings or samples specified or furnished; to be new and of the most suitable grade of their respective kinds; to be suitable for the purpose intended; and to meet all of the performance requirements. Seller warrants all services provided to be performed at a level of skill consistent with best practices within the related industry. The aforesaid express warranties shall be in addition to any standard warranty or guarantee of Seller, shall be construed as conditions as well as warranties and shall not be exclusive. All warranties shall run to Buyer, its successors, assigned customers, and the users of the Products. Seller agrees to replace or to correct promptly without expense to Buyer, including transportation and handling costs, any Products not conforming to the foregoing requirements when notified by Buyer during a period of twelve (12) months after the Product is placed in service or within twenty-four (24) months of when the Product is delivered to Buyer, whichever is earlier. If Seller, upon notice of any defect, fails promptly to correct or replace Products as required herein, Buyer may, without further notice, correct or replace such Products and Seller agrees to reimburse Buyer for all costs incurred thereby. Products that have been rejected shall not thereafter be tendered for acceptance unless the former rejection and correction is identified and approved by Buyer. Repaired or replacement Products shall be subject to the provisions of this article to the same extent as the original supplies. All warranties shall then run from the latter delivery date. Seller shall obtain from its suppliers, subcontractors, and vendors sufficient warranties to ensure that the entire Product, as delivered to Buyer, is covered by a warranty that complies with the terms of this Order. Seller warrants that to the best of its knowledge, information, and belief, the prices charged for supplies/services covered by the Order are not in excess of the prices permitted by any applicable law or regulation.

**16. RESERVED**

## 17. COMPLIANCE WITH LAWS

Seller warrants that it shall comply with all Federal, State, local, and international laws, including, but not limited to, any statute, rule, regulation, judgment, decree, order or permit requirement applicable to its performance under the Order, including those pertaining to United States Export Controls.

The foregoing paragraph expressly includes compliance with the Foreign Corrupt Practices Act and similar anti-corruption laws and regulations. To the extent that Buyer has a reasonable belief that Seller has violated such laws, Buyer may immediately suspend performance of this Agreement and subsequently terminate this Agreement for cause if Seller fails to demonstrate compliance with the relevant anti-corruption laws and regulations.

Buyer may make a reduction of corresponding amounts (in whole or in part) in the price of the Order with Seller, and/or may demand from Seller payment (in whole or in part) of the corresponding amounts if: (i) Buyer's contract price or fee is reduced; (ii) Buyer's costs are determined to be unallowable; (iii) any fines, penalties or interest are assessed on Buyer; or (iv) Buyer incurs any other costs or damages; as a result of any violation of applicable laws, orders, rules, regulations, or ordinances by Seller, its officers, employees, agents, suppliers, or subcontractors at any tier. Seller shall promptly pay amounts so demanded.

## 18. ORDER OF PRECEDENCE

Any inconsistencies in this solicitation or Order shall be resolved by giving precedence in the following order:

- (a) The Order
- (b) These Terms and Conditions
- (c) The Order Schedule
- (d) Addenda to this Order, including any license agreements for computer software
- (e) The Statement of Work
- (f) The Buyer's Specification/Drawing
- (g) Any documents incorporated herein by reference.

## 19. RIGHTS IN INTELLECTUAL PROPERTY

Unless prohibited by law and / or U.S. Government prime contract provisions, Seller hereby assigns to Buyer all rights in, title to, and ownership of patents, trade secrets, technical data, and other intellectual property created, conceived, or first reduced to practice under this Subcontract. This specifically includes, but is not limited to, original works of authorship fixed in any tangible form, including software and software improvements, enhancements, derivative works and mask works, whether specially ordered or commissioned, made by Seller alone or jointly with others in connection with the Subcontract are hereby assigned to Buyer.

In instances where the above allocation of rights is prohibited by law or U.S. Government prime contract term, Seller hereby grants to Buyer a royalty-free, perpetual, worldwide, non-exclusive, irrevocable, transferrable, sub-licensable and otherwise unlimited license to sell, disclose, distribute, or otherwise use all delivered data, software, or other intellectual property to support Buyer's customer under the relevant prime contract as well as related and/or follow-on contracts, to make use of any delivered goods, services, or intellectual property (including data), and/or to otherwise comply with Buyer's contractual obligations under the relevant prime contract and/or related or follow-on contracts. In instances where Seller retains ownership of data or intellectual property first created, conceived, or first reduced to practice under this Subcontract, Seller hereby agrees to comply with (and take all actions necessary to support Buyer's compliance with) all applicable notice, administration, and reporting requirements set forth in statutes and regulations relevant to United States Government contracting.

Seller further warrants that it will obtain from all employees, vendors, and/or subcontractors such the rights and title necessary to comply with the requirements of this section, on Buyer's behalf, from all employees or subcontractors in a way that facilitates Seller's transfer of such rights and title to Buyer or Buyer's assigns. Seller shall not incorporate any data or other intellectual property which was not first produced in the performance of the Subcontract into Products delivered under the Subcontract unless Seller: (1) arranges for and provides to Buyer and Buyer's customers at any tier a non-exclusive, irrevocable license for unlimited use and disclosure of the data or other intellectual property sufficient to allow Buyer to comply with its obligations to its Customer rights consistent with those that Buyer would receive had the data or intellectual property been created, conceived, or first reduced to practice under this Subcontract; or (2) receives prior approval from Buyer to incorporate such data or intellectual property.

Seller recognizes that this Subcontract is issued under a Government Prime Contract. Accordingly, the Government is entitled to certain intellectual property rights associated with Subcontract Work. For additional information on intellectual property rights, please review FAR Part 27, DFARS Part 227, similar provisions of relevant agency FAR supplements, and the clauses associated with each of the aforementioned sections. Seller hereby provides the Government with all intellectual property rights, including license rights, required by the FAR and DFARS.

Buyer-Provided Intellectual Property: Any intellectual property, technical data, or other information owned by or provided by Buyer to Seller under this Agreement shall remain the exclusive property of Buyer. Seller shall treat this Buyer-provided or Buyer-owned intellectual property, technical data, and other information in accordance with the terms of the applicable non-disclosure agreement or Agreement provision concerning proprietary information. If there is no non-disclosure agreement or Agreement provision concerning proprietary information, Seller shall receive a limited, nonexclusive, revocable, non-transferrable, non-sub-licensable license to this Buyer-

provided or Buyer-owned intellectual property, technical data, and other information only for the period of performance of this Agreement and only permitting the intellectual property, technical data, and other information to be used to perform this Agreement.

Buyer Name, Trademarks, and Images: Nothing in this Agreement permits Seller to use public ally or with any third parties SNC's name, trademarks or Buyer-owned images. Seller can only receive the right to use such names, trademarks, or images through a separate agreement with SNC. If Seller receives such a right to use SNC names, trademarks, or images, such use must be consistent with SNC's usage guidelines, which will be provided if and when Seller is permitted to use Buyer names, trademarks, or images.

## 20. NEW MATERIALS

Unless expressly authorized in writing, all work to be delivered hereunder shall consist of new materials. New materials are composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; *provided* that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

## 21. COUNTERFEIT AND SUSPECT PARTS

Unless approved in writing by the Buyer, Seller shall use only original equipment manufacturers or original component manufacturers (OEM/OCM) or OEM/OCM authorized dealers or distributors. For assemblies containing electronic components, Seller shall verify all documents that provide chain of custody to the OEM/OCM for each lot in a shipment and deliver such documents to Buyer upon Buyer's request. For components, Seller shall verify and provide all documents that provide chain of custody to the OEM/OCM.

Seller will not provide any Products that contain material known to be suspect or counterfeit. This includes any material labeled or marked in a misrepresentative manner. Seller will immediately notify Buyer if it becomes aware or suspects any parts furnished under the Order are counterfeit. If suspect or counterfeit parts are discovered in Products furnished by Seller under this Order, Seller shall promptly replace such parts with parts acceptable to Buyer. Seller is liable for any costs associated with the removal and replacement of any suspect or counterfeit parts it provides under the Order.

Seller will comply with DFARS 252.246-7007, "Contractor Counterfeit Electronic Part Detection and Avoidance System," which is included in the flowdown provisions of this Order and, therefore, expressly incorporated herein, if (1) this Order is in support of a prime contract with the Department of Defense or any subcomponent thereof; and (2) this Order is for electronic parts or assemblies containing electronic parts, regardless of whether those parts or assemblies are commercial in nature. Compliance with DFARS 252.246-7007 includes flowing the requirements of the clause down to subcontractors. When administering DFARS 252.246-7007, all communications and/or reporting requirements shall be to Buyer, and not the Government customer, unless Seller is required by law to make reports directly to Buyer's Government customer or other Government agencies.

## 22. PACKING AND SHIPPING (*applies only to goods*)

- (a) Unless otherwise agreed to in writing, Seller shall pack all Products required under the Order in accordance with best available commercial practices and in compliance with transportation regulations, to ensure safe and timely delivery to destination.
- (b) Seller shall provide the item description, item number, and the serial number of the Product on the Packing List.
- (c) All Products shall be prepared for shipment and suitably packed to prevent damage or deterioration. Seller is solely liable for packaging design.
- (d) Seller shall ship all Products to the destination specified by Buyer in the Order.
- (e) Each shipment must include a complete packing list.
- (f) Interior and exterior containers, Bills of Lading, packing sheets, and all other shipping documents and labels shall be marked with the Purchase Order or Subcontract number.
- (g) All shipping documents, shipping labels and packing sheets must also show full and complete information as to the appropriate consignee, if any.
- (h) Buyer reserves the right to specify the mode of shipment.
- (i) Any expense incurred by Buyer as a result of improper preservation, packaging, packing, marking or method of shipping shall be reimbursed by Seller. Associated Seller costs shall not be recoverable under this Order.
- (j) If any transportation charges paid by Seller are subject to reimbursement, Seller shall show such charges on its invoice as a separate line item with the freight bill receipt attached accordingly.
- (k) Unless otherwise specified, Seller shall make one daily shipment of all Products by the same means of transportation.
- (l) Seller will notify Buyer, before shipping, of any conflict between Buyer and carrier's packaging requirements.

## 23. CHOICE OF LAW

The Order shall be governed by, construed, and enforced in accordance with the law of the State of Nevada, excluding choice of law rules. Notwithstanding the above, any provision in the Order that is (i) incorporated in full text or by reference from the FAR or (ii) incorporated in full text or by reference from any agency regulations that implement or supplement the FAR or (iii) that is substantially based on any such agency regulation or FAR provision, shall be interpreted according to the federal common law of government contracts as construed by federal judicial bodies, Boards of Contract Appeals, and quasi-judicial agencies of the federal Government. .



#### **24. DISPUTES/ARBITRATION**

The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Order, or any alleged breach of this Order, by mediation. If the matter has not been resolved pursuant to mediation, or if either party will not participate in a mediation, such controversy or claim shall be resolved by means of binding arbitration before a single neutral arbitrator in accordance with the then existing Commercial Arbitration Rules of the American Arbitration Association, including the Optional Rules for Emergency Measures of Protection. The parties shall mutually agree upon the individual who shall act as arbitrator. If the parties are unable to agree upon a neutral arbitrator, a list of potential arbitrators (no more than 10) shall be obtained by Buyer from the American Arbitration Association. The parties, starting with Buyer, will alternately strike names from the list until only one-name remains; the remaining person shall be the arbitrator.

No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitation. The arbitration shall be held in Washoe County, Nevada or any other place agreed upon at the time by the parties. The arbitrator shall issue a reasoned award. Judgment upon the arbitrator's award may be entered in any court having jurisdiction. The arbitrator is not authorized to award punitive or other damages not measured by the prevailing party's actual damages. An award of damages shall include pre-award interest at the legal rate of interest from the time of the act or acts giving rise to the award.

A party may apply to the arbitrator for injunctive relief until an arbitration award is rendered or the dispute is otherwise resolved. A party also may, without waiving any other remedy, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party pending the arbitrator's appointment or decision on the merits of the dispute. The arbitrator's compensation and costs shall be shared equally by the parties.

The arbitrator shall require exchange by the parties of (i) the name and, if known, address and telephone number of each person likely to have knowledge of relevant information, identifying the subjects of the information, and (ii) non-privileged documents, including those in electronic form, that are relevant to the issues raised by any claim, defense or counterclaim or on which the producing party may rely in support of or in opposition to any claim, defense or counterclaim. The arbitrator shall limit such production based on considerations of unreasonable expense, duplication and undue burden. These discovery exchanges shall occur no later than a specified date within 60 days following the appointment of the arbitrator. At the request of a party, the arbitrator may at his or her discretion order the deposition of witnesses. Depositions shall be limited to a maximum of three depositions per party, each of a maximum of four hours duration, unless the arbitrator otherwise determines. The arbitrator may allow such other discovery as he or she determines is reasonably necessary for a fair determination of the dispute. Any dispute or objections regarding discovery or the relevance of evidence shall be determined by the arbitrator. All discovery shall be completed within 120 days following the appointment of the arbitrator, unless the arbitrator otherwise determines.

The prevailing party in any such arbitration shall be entitled to recover its reasonable attorney fees and costs incurred in such proceeding from the non-prevailing party.

Until final resolution of any dispute hereunder, Seller shall diligently proceed with performance of the Order as directed by Buyer.

#### **25. RESERVED**

#### **26. QUALITY CONTROL SYSTEM** (*applies only to goods*)

Seller shall maintain a reasonable quality control system that is consistent with industry practice. Seller shall have a continuing obligation to promptly notify Buyer of any violation of or deviation from Seller's inspection/quality control system and to advise Buyer of the quantity and specific identity of any Products or Work delivered by Buyer during the period of any such violation or deviation. Seller shall maintain records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to Buyer and Government during Seller's performance under the Order and for as long afterwards as Buyer requires.

#### **27. CONFLICT MINERALS**

In compliance with Dodd-Frank Act Section 1502, Seller recognizes the potential applicability of the SEC Reporting Requirements for Issuers Using Conflict Minerals and shall provide Buyer with any and all information designated, identified or otherwise delineated in such rules within forty-five (45) days of Buyer's written request for such information. "Conflict minerals" are: columbite-tantalite (coltan), cassiterite, wolframite, and gold, or their derivatives tantalum, tin, and tungsten.

#### **28. PARTIAL INVALIDITY**

If any provision of this Order is or becomes void or unenforceable by force or operation of law, all other provisions shall remain valid and enforceable.

#### **29. NON-WAIVER**

Any failure at any time of a party to enforce any provision of the Order shall not constitute a waiver of such provision or prejudice the right of the party to enforce such provision at any subsequent time, including any technical requirements, specifications or drawings or a waiver of a default provision.

### 30. SURVIVABILITY

If this Order is terminated for default or convenience, Seller is not relieved of those obligations of the following clauses:

PROPRIETARY INFORMATION  
PATENT, TRADEMARK & COPYRIGHT INDEMNITY  
WARRANTY  
DISPUTES/ARBITRATION  
TERMINATION FOR CONVENIENCE  
TERMINATION FOR CAUSE  
INDEPENDENT CONTRACTOR RELATIONSHIP  
COUNTERFEIT OR SUSPECT PARTS  
COMPLIANCE WITH LAWS  
CHOICE OF LAW  
INDEMNIFICATION AND REIMBURSEMENT  
RIGHTS & REMEDIES

and those U.S. Government flowdown provisions that by their nature should survive.

### 31. DELIVERY

**Time is of the essence.** Delivery shall be strictly in accordance with the specified quantities and schedule. In the event of any anticipated or actual delay, Seller shall (i) immediately notify Buyer in writing of the reasons for the delay and the action being taken to overcome or minimize the delay; and (ii) provide Buyer with a written recovery schedule detailing how Seller will make up the time lost through delay. If, for any reason, Seller does not comply with Buyer's delivery schedule, Buyer may, at its option and without limitation of any other remedies available in law and equity, approve a revised delivery schedule, hold the seller in default, and/or cancel the Order. Seller shall make every effort to avoid or minimize the delay to the maximum extent possible including the expenditure of premium time and most expeditious transportation. If Seller is late, Seller shall pay the added premium transportation cost. Seller shall not deliver Products prior to the scheduled delivery date without the prior written consent of Buyer.

### 32. CUSTOMER COMMUNICATION, NEWS AND PUBLIC STATEMENTS OR RELEASES

Buyer shall be solely responsible for all communication with Buyer's customer, including the U.S. Government, as it affects the applicable Prime Contract, and the Order. This section shall not restrict any Seller communications that, by law or regulation, must go directly to the U.S. Government (i.e., that cannot by law or regulation be accomplished by communicating with the U.S. Government through the Buyer).

Seller shall not make, deny or confirm any public statements, news releases, advertisement, media interviews or public announcements (collectively, "Public Release") concerning the Order, the subject matter of the Order or any phase of the program hereunder unless Buyer, in its sole and absolute discretion, provides Seller with advance written approval of such Public Release. In furtherance of the foregoing, Seller shall submit the requested Public Release and detailed information concerning the applicable forum, publication or media outlet in writing to Buyer no later than fifteen (15) business days prior to the requested release date. Buyer's approval of a specific Public Release hereunder shall not operate or be construed as an approval of any previous or subsequent Public Release by Seller. This provision shall not apply to any disclosure deemed by a Seller's legal counsel to be required by law or by regulation of any federal, state or local government agency.

### 33. CONTRACTUAL DIRECTION

Sole authority to make changes in or amendments to the Order and to effect deviations (by way of addition or deletion) from the work specified herein is hereby granted to Buyer's Authorized Representative identified in the Order. All contractual direction, in order to be valid, must be written and signed by Buyer's Authorized Representative.

### 34. ELECTRONIC SIGNATURE

If this Order is transmitted electronically, the parties agree that neither party will contest the validity of this Order, or any acknowledgement thereof, based on the fact that such Order or acknowledgement contains an electronic signature.

### 35. EXPORT CONTROL

Seller agrees to comply with all applicable U.S. export control laws and regulations, including, but not limited to, the Arms Export Control Act, 22 U.S.C. §§ 2751-2799, the International Traffic in Arms Regulation (ITAR), 22 C.F.R. §§ 120-130, the Export Administration Act, 50 U.S.C. §§ 2401-2420, and the Export Administration Regulations (EAR), 15 C.F.R. §§ 730-774. In addition, Seller agrees that it will not transfer any export-controlled items, data, or services, to include the transfer to a foreign person employed by or associated with Seller or Seller's lower-tier suppliers, without the authority of an export license, agreement, or applicable exemption/exception. Seller agrees to notify the Buyer's Authorized Representative if any Product under this Order is restricted under export control laws or regulations, if Seller becomes listed on any restricted party list including, but not limited to, the Denied Persons List, Unverified List, Entity List, Specially Designated Nationals List and Debarred List, or if Seller has any export privileges denied, suspended, or revoked by the government. Seller shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expenses, including

attorneys' fees, all expenses of litigation and/or settlement, and court costs, arising from any violation of the above laws and regulations, or breach by Seller, its officers, employees, agents, suppliers, or subcontractors at any tier, of the obligations under this clause.

**36. BUYER PROPERTY**

Seller shall clearly mark, maintain an inventory of and keep segregated or identifiable all Buyer property and all property to which Buyer acquires an interest by virtue of the Order. Except for ordinary wear and tear, Seller assumes all risk of loss, destruction, or damage to such property while in Seller's possession, custody, or control, and will not use such property other than in performance of the Order without Buyer's written consent. Upon request, Seller shall provide Buyer with adequate proof of insurance against such risk of loss. Seller will notify Buyer if Buyer property is lost, damaged, or destroyed. As directed by Buyer, upon completion, termination, or cancellation of the Order, Seller shall deliver such property, to the extent not incorporated in delivered products, to Buyer in good condition subject to ordinary wear and tear and normal manufacturing losses. Nothing in this article limits Seller's use, in its direct contracts with the Government, of property in which the Government maintains title. At the request of Buyer, Seller shall execute any documents, including but not limited to financial statements, required by Buyer to protect its interest in this property. Seller agrees that all dies, tools, jigs, fixtures, designs, drawings, patterns and other special items, which are furnished by Buyer without charge, shall be the Property of Buyer.

**37. INDEMNITY AND REIMBURSEMENT**

Seller shall indemnify, and hold Buyer harmless, from any and all liability claims and/or demands based upon, connected with or arising out of the performance of this Order by or for Seller; and Seller shall defend Buyer from any and all such claims, actions and demands. Seller agrees that in the event Buyer's customer withholds, reduces, recoups, disallows, and/or deletes the cost, overheads, and/or profits of Buyer due to any action or inaction on the part of Seller, Seller shall immediately repay Buyer for any such customer claim and/or loss.

**38. GRATUITIES/KICKBACKS**

Seller warrants and certifies that neither it nor any of its employees, agents or representatives has offered or given any gratuities of any kind, nature or amount, to Buyer's employees, agents or representatives for the purposes of securing the Order or securing favorable treatment with respect thereto. By accepting the Order, Seller certifies and represents that it has not and will not make or solicit kickbacks in violation of FAR 52.203-7. "Anti-Kickback Procedures", or the Anti-Kickback Act of 1986 (41 U.S.C. §§ 51-58), both of which are incorporated herein by reference.

**39. INDEPENDENT CONTRACTOR RELATIONSHIP**

Seller is an independent contractor in all its operations and activities hereunder. Seller shall be responsible for any costs or expenses including attorney's fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of Seller, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Order.

**40. PROPRIETARY INFORMATION**

In the event Buyer and Seller have entered into a Non-Disclosure (Proprietary Information) Agreement (NDA/PIA) for the Program that the Subcontract has been issued against and that NDA/PIA remains in effect, the NDA/PIA shall govern the treatment of proprietary information. In such an event, the parties hereby (1) extend the term of the NDA to cover the period of performance of this Agreement, inclusive of all options and extensions; and (2) include within the purpose of the NDA or the permitted uses of information exchanged thereunder performance of this Agreement and any related prime contracts.

If no NDA has been executed or if an NDA has expired, the following terms shall govern proprietary information exchanged between the parties. Buyer and Seller anticipate that under the Subcontract it may be necessary for either to disclose to the other information of a proprietary nature. Proprietary information that may be disclosed under this Subcontract includes, but is not limited to, drawings, specifications, non-public product information, and other technical capabilities. Proprietary information shall be clearly identified by the disclosing party at the time of disclosure. All written proprietary information shall be marked as proprietary prior to disclosure.

Each of the parties agrees to use the same reasonable efforts to protect such information as is used to protect its own proprietary information, but in no case less than reasonable care. Disclosures of such information shall be restricted to those individuals who have a need to know and are directly participating in Subcontract efforts.

Neither party shall make any reproduction, disclosure, or use of such proprietary information except as follows:

- (a) Such information furnished by Buyer may be used by Seller in performing its obligations under the Order.
- (b) Such information furnished by Seller may be used by Buyer in performing its obligations under the Order and in performing its obligations under Buyer's Prime Contract. Buyer's use of Seller's information to perform Buyer's obligations under Buyer's Prime Contract expressly includes delivering information furnished by Seller to Buyer's customers. Under such circumstances, Buyer will affix appropriate restrictive legends to the extent that Seller specifically requests and that such legends are permitted by the Prime Contractor's requirements.
- (c) Such information may also be used in accordance with any written authorization received from the disclosing party.

The limitations on reproduction, disclosure, or use of proprietary information shall not apply to, and neither party shall be liable for, reproduction, disclosure, or use of proprietary information with respect to any of the following conditions:

- (a) If, prior to the receipt thereof under the Order, the information has been developed independently by the party receiving it, or was lawfully known to the party receiving it, or has been lawfully received from other sources, including the Government (provided such other source did not receive it due to a breach of this clause) or was in the public domain prior to disclosure hereunder.
- (b) If, subsequent to receipt thereof under the Order, (i) the information is published by the party furnishing it or is disclosed by the party furnishing it to others without restriction; or (ii) it has been lawfully obtained by the party receiving it from other sources, including the Government, provided such other source did not receive it due to a breach of this clause; or (iii) if such information otherwise comes within the public knowledge or becomes generally known to the public.
- (c) If any part of the proprietary information has been or hereafter shall be disclosed in a United States patent issued to the party furnishing the proprietary information hereunder, then, after the issuance of said patent, the limitations on such proprietary information as disclosed in the patent shall be only that afforded by United States patent laws.
- (d) If the proprietary information is furnished orally, unless such proprietary information was identified as proprietary at the time of disclosure, reduced to writing, and marked proprietary within fifteen (15) days of original disclosure and such writing is forwarded to the receiving party and actually received within fifteen (15) days of original disclosure.
- (e) If such proprietary information is obligated to be disclosed under order of a court of competent jurisdiction, so long as prompt notice of the order is given to the other party.
- (f) If such proprietary information is disclosed with the written approval of the originating party.

The furnishing of any proprietary information by either party shall not be construed as granting to the other party either expressly, by implication, estoppel, or otherwise, any ownership or license right (other than the limited license to use the information internally for the purpose for which it was provided) under any invention, patent, trade secret, trademark, or copyright now or hereafter owned or controlled by the party furnishing same. The foregoing shall not impact any license or ownership right in information identified and set forth elsewhere in this document.

Seller shall, upon Buyer's request or upon completion of this Subcontract, whichever occurs first, promptly at its option: (1) destroy all proprietary information furnished in connection with the Subcontract and certify such destruction; or (2) return all proprietary information furnished in connection with the Subcontract, together with all copies or reprints then in Seller's possession and control, and Seller shall thereafter make no further use of nor disclose to others any such data or documents or any information derived therefrom without Buyer's prior written consent.

Notwithstanding anything to the contrary elsewhere in this Agreement (inclusive of this provision) or an associated NDA, nothing in this Agreement or in an associated NDA restricts, limits, or otherwise impacts any rights, licenses, or conveyances granted to Buyer elsewhere in this Agreement. To the extent that language in this Agreement or an associated NDA could be interpreted as creating such a restriction, limitation, or impact, the language pertaining to the granted rights, licenses, or conveyances shall govern.

#### **41. INSURANCE**

Seller, its subcontractors, and lower-tier subcontractors, agree to procure and maintain worker's compensation, comprehensive general liability, bodily injury, and property damage insurance in reasonable amounts that are consistent with industry practice and the specific loss potential related to performance of this Order, and such other insurance as Buyer may require. Seller shall provide Buyer thirty-(30) calendar day's written notice before the effective date of any cancellation or change in the terms or coverage of any of Seller's insurance under this provision. Seller shall provide Buyer with a "Certificate of Insurance" evidencing Seller's compliance with this provision. Seller shall name Buyer as an additional insured for the duration of the Order. Insurance maintained under this provision shall be considered primary with respect to the interest of Buyer and is not contributory with any insurance Buyer may carry.

#### **42. SITE REQUIREMENTS**

In the event that Seller, its employees, agents, or subcontractors enter Buyer's, its customer's, and/or the Government's premises for any reason in connection with the Order, Seller shall comply with all applicable security requirements.

#### **43. RIGHTS AND REMEDIES**

Except as otherwise limited in the Order, the rights and remedies of the parties set forth in the Order are cumulative and in addition to any other rights or remedies in law or equity. When multiple remedies are available to Buyer under the Order, or otherwise, Buyer has the option to choose which remedy or remedies to pursue.

#### **44. REPORTING OF CYBER INCIDENTS**

*(applies only to contracts that contain the clause at DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting)*

When the Seller discovers a cyber-incident that affects a covered information system, covered defense information in the system, or that affects the seller's ability to perform the requirements of the contract, the Seller shall,

- a) 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 seller

- information system(s) that were part of the cyber incident, as well as other information systems on the Seller'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 Seller's ability to provide operationally critical support; and
- b) Rapidly report cyber incidents (within 72 hours of discover) to DoD at <https://dibnet.dod.mil>, and
  - c) Send an email to [reporttosecurity@sncorp.com](mailto:reporttosecurity@sncorp.com) containing the following information:
    - a. Incident Report Number (assigned by DoD via the dibnet reporting link above)
    - b. Company name
    - c. Facility CAGE code
    - d. Technical or Security Point of Contact (address, position, office and cell phone numbers, email).
  - d) The following information must be provided to SNC as soon as practicable. Transmittal instructions for this information will be provided by SNC following initial notification in previous section.
    1. Data Universal Numbering System (DUNS) Number
    2. Contract number(s) or other type of agreement affected or potentially affected
    3. Contracting Officer or other type of agreement point of contact (address, position, telephone, email)
    4. Contract or other type of agreement clearance level (Unclassified, Confidential, Secret, Top Secret, Not applicable)
    5. Facility Clearance Level (Unclassified, Confidential, Secret, Top Secret, Not applicable)
    6. Impact to Covered Defense Information
    7. Ability to provide operationally critical support
    8. Date incident discovered
    9. Location(s) of compromise
    10. Incident location CAGE code
    11. DoD programs, platforms or systems involved
    12. Type of compromise (unauthorized access, unauthorized release (includes inadvertent release), unknown, not applicable)
    13. Description of technique or method used in cyber incident
    14. Incident outcome (successful compromise, failed attempt, unknown)
    15. Incident/Compromise narrative
      16. Any additional information
  - d) In accordance with best practice, contain and isolate impacted resources (hardware and/or software)
  - e) Investigate and collect additional evidence to identify and mitigate root cause of incident. Additional evidence collection and investigative procedures also include the following:
    1. Understanding how the incident occurred and what led to the compromise.
    2. Reviewing all necessary documentation.
    3. Interviewing personnel as needed.
    4. Examining any third-party providers and their respective products and services that are utilized within Sierra Nevada Company, LLC's network architecture.
  - f) Keep SNC abreast of the overall status of the incident, such as response and resolution initiatives.
  - g) Advise SNC when remediation and/or mitigation for the incident is completed.

Supplier is required to flow down the content of this clause to all lower tier suppliers where the activity includes the use of Controlled Defense Information as defined in *DFARS 252.204-7012(a)*.

#### 45. ENTIRE AGREEMENT

The terms set forth within the Order constitute the entire agreement of the parties and supersede all previous verbal or written representations, agreements, and conditions with respect to the subject matter hereof. No modification of the requirements of the Order, and no communications, which vary from or add to any terms of the Order will be binding unless in writing and signed by an authorized representative of Buyer.

#### 46. AFFIRMATIVE ACTION

**Seller acknowledges that as a government contractor, Buyer is subject to various federal laws, executive orders, and regulations regarding equal opportunity and affirmative action which may also be applicable to Seller. Accordingly, Seller shall, to the extent they apply, abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.**

#### 47. FAR AND DFARS CLAUSES

The Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) clauses referenced below are incorporated herein by reference, with the same force and effect as if they were provided in full text, and are applicable, including any notes following the clause citation, to this Order. The DFARS clauses below are applicable only to contracts entered into under United States Department of Defense contracts. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract, the date or substance of the clause incorporated by said Prime Contract shall apply instead. Any reference to a “Disputes” clause shall mean the “Disputes” clause of this Order.

Where necessary in the context of these clauses applicable to this Order, the words “Government”, “Contracting Officer”, and equivalent phrases shall mean Buyer, the words “Contractor” shall mean Seller, and the term “Contract” shall mean this Order except in this instance where regulations or sense of the clause dictates otherwise. For example, the words “Government” and “Contracting Officer” do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or duly authorized representative, such as in FAR 52.227-1 and FAR 52.227-2, and (2) when title to property is to be transferred directly to the Government. “Subcontractor” shall mean “Seller’s subcontractor” under this Order.

Seller shall include in each lower tier subcontract the appropriate flow down clauses as required by FAR and DFARS.

Seller agrees that upon Buyer’s request Seller will negotiate in good faith with Buyer to amend this Order to incorporate any additional provisions or make changes to provisions, which Buyer may reasonably deem necessary in order to comply with the provisions of the Prime Contract and any amendments thereto. If any such amendment to this Order results in an increase or decrease in the price, or the time required for, performance of any part of the Work under the Order, an equitable adjustment shall be made pursuant to the “Changes” clause of the Order.

##### (a) FAR/DFARS FLOWDOWN CLAUSES

The FAR and DFARS clauses referenced below shall be those in effect as of the date of this Order.

#### **THE FOLLOWING FAR CLAUSES APPLY TO THIS ORDER:**

52.203-3 GRATUITIES

52.203-5 COVENANT AGAINST CONTINGENT FEES

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIAL AGREEMENTS OR STATEMENTS

52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS

52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (*Applicable if Federal contract information resides in or transits through an information system*)

##### (a) Definitions. As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

##### (b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
  - (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
  - (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
  - (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
  - (xii) Identify, report, and correct information and information system flaws in a timely manner.
  - (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
  - (xiv) Update malicious code protection mechanisms when new releases are available.
  - (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
- (2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.
- (c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

#### 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES

(a) Definitions. As used in this clause--

Covered article means any hardware, software, or service that--

- (1) Is developed or provided by a covered entity.
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

Covered entity means--

- (1) Kaspersky Lab.
- (2) Any successor entity to Kaspersky Lab.
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) Prohibition. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from--

- (1) Providing any covered article that the Government will use on or after October 1, 2018; and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) Reporting requirement.

(1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil/> [ and to [ProcureCompliance@sncorp.com](mailto:ProcureCompliance@sncorp.com) ]. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil/> [ and to [ProcureCompliance@sncorp.com](mailto:ProcureCompliance@sncorp.com) ].

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

- (i) Within 1 business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) 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 report pursuant to paragraph (c)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

#### 52.204-24 REPRESENTATIONS REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

#### 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

#### 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION

- 52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION
- 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS
- 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS
- 52.211-5 MATERIAL REQUIREMENTS *(Applicable if materials are delivered)*
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (15 U.S.C. 637(d)(2)-(3))
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES
- 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
- 52.222-25 AFFIRMATIVE ACTION COMPLIANCE
- 52.222-26 EQUAL OPPORTUNITY (E.O. 11246)
- 52.222-41 SERVICE CONTRACT LABOR STANDARDS *(Applies if the Order is subject to the Service Contract Labor Standards statute)*
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (22 U.S.C. 7104(g))
- 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 *(Applicable to subcontracts that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements statute if work is to be performed, in whole or in part, in the United States)*
- 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 *(Applicable to subcontracts that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements statute if work is to be performed, in whole or in part, in the United States)*
- 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA) *(Applies if work involves or contains hazardous material)*
- 52.223-6 DRUG FREE WORKPLACE
- 52.223-7 NOTICE OF RADIOACTIVE MATERIALS *(Applies if work contains covered radioactive material. Insert "30" in the blank in section (a))*
- 52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS *(Applies if work was manufactured with or contains Ozone Depleting Substances)*
- 52.224-3 PRIVACY TRAINING *(Applies when the subcontractor's employees have access to a system of records; create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or design, develop, maintain, or operate a system of records)*
- 52.225-1 BUY AMERICAN ACT—SUPPLIES *(Applicable if the Order indicates the Buy American Act applies)*
- 52.225-3 BUY AMERICAN—FREE TRADE AGREEMENTS—ISRAELI TRADE ACT *(Applicable if the Order indicates the Israeli Trade Act applies)*
- 52.225-5 TRADE AGREEMENTS *(Applicable if the Order indicates the Trade Agreements Act applies)*
- 52.225-8 DUTY-FREE ENTRY *(Applicable if supplies will be imported into the Customs Territory of the United States)*
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
- 52.225-19 CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES *(Applies if Seller will be performing or traveling outside the U.S. under the Agreement)*
- 52.225-26 CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES *(Applies to DoD subcontracts performed in an area of contingency operations outside the United States or to non-DoD subcontracts in combat operations or other significant military operations)*
- 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE
- 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) *(Applies if the Order is subject to the Defense Base Act)*
- 52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS *(Applies if the Contractor employs any person who, but for a waiver granted by the Secretary of Labor, would be subject to workers' compensation insurance under the Defense Base Act)*



52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (*Applicable if the Order involves work on a Government installation*)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (*Applies to subcontracts with small business concerns*)

52.236-13 ACCIDENT PREVENTION (*Applies when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated*)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS

52.245-1 GOVERNMENT PROPERTY

52.245-9 USE AND CHARGES (*applicable when FAR 52.245-1 is applicable to the subcontract*)

52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (*Applies if the Order involves international air transportation*)

52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (46 U.S.C. 1241) (*Applies to the Order only if the contract is a contract or agreement for ocean transportation services; the contract is a construction contract; the supplies being transported are items the contractor is reselling or distributing to the Government without adding value; or the supplies being transported are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in connection with the United Nations or NATO humanitarian or peacekeeping operations*)

**THE FOLLOWING DFARS CLAUSES APPLY TO THIS ORDER:**

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

252.204-7000 DISCLOSURE OF INFORMATION (*Applies when Seller will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public*)

252.204-7004 ANTITERRORISM AWARENESS FOR CONTRACTORS (*Applicable when the subcontractor performance requires routine physical access to a Federally-controlled facility or military installation*)

252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (*Applicable if the Order is for services that include support for the Government's activities related to safeguarding covered defense information or cyber incident reporting*)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (*Applicable if Seller performance of this Agreement will involve Covered Defense Information, as described in DFARS 252.204-7012 and the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>.*)

252.204-7014 LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS

252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION

252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES—REPRESENTATION

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES

252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS

252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS

252.204-7021 CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENT

252.208-7000 INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (*Applies if Seller's product contains precious metals*)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (*Applicable if the Order requires the Work to contain unique item identification*)

252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (*Applicable if the Order requires Government property in Seller's possession to contain unique item identification*)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD Contracts) (*Applies if FAR 52.219-9 applies*)

- 252.223-7001 HAZARD WARNING LABELS *(Applies if the Order requires the delivery of hazardous materials)*
- 252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES *(Applies if articles furnished under the Order contains ammunition or explosives, including liquid and solid propellants)*
- 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS *(Applicable if the Order requires, or may require or permit, contract performance on a DoD installation)*
- 252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM
- 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM *(Applies in lieu of FAR 52.225-1 if the Order indicates the Buy American Act applies)*
- 252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES *(Applies if Seller is supplying items on the U.S. Munitions list or the 600 series of the Commerce Control List)*
- 252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS *(Applicable if specialty metals are to be delivered)*
- 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS *(Applies if the Work to be furnished contains specialty metals)*
- 252.225-7013 DUTY-FREE ENTRY *(Applicable in lieu of FAR 52-225-8)*
- 252.225-7021 TRADE AGREEMENTS *(Applies in lieu of FAR 52.225-5 if the Order indicates the Trade Agreements Act applies)*
- 252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS *(Applies if Seller's deliverable contains forging items or other items which contain forging items)*
- 252.225-7033 WAIVER OF UNITED KINGDOM LEVIES *(Applicable if the Order is with a United Kingdom firm)*
- 252.225-7039 DEFENSE CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES *(Applies when private security functions will be performed outside the United States in areas of: contingency operations; combat operations; other significant military operations as designated by the Secretary of Defense; peace operations; or other military operations or military exercises when designated by the Combatant Commander)*
- 252.225-7040 CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES *(Applies to Orders to support U.S. Armed Forces deployed outside the U.S. in contingency operations; peace operations; or other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense)*
- 252.225-7043 ANTI-TERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES *(Applies where Seller will be performing or traveling outside the U.S. under the Order)*
- 252.225-7048 EXPORT-CONTROLLED ITEMS
- 252.227-7015 TECHNICAL DATA—COMMERCIAL ITEMS
- 252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS AND TUNGSTEN *(Applicable where Seller will be providing something containing a covered material ((1) Samarium-cobalt magnets; (2) Neodymium-iron-boron magnets; (3) Tungsten metal powder; and/or (4) Tungsten heavy alloy or any finished or semi-finished component containing tungsten heavy alloy, unless excepted by 252.225-7052(c))*
- 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION
- 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA
- 252.227-7038 PATENT RIGHTS—OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) *(Applicable if (1) Seller is not small business or nonprofit organization subject to FAR 52.227-11, and (2) the contract is for experimental, developmental, or research work)*
- 252.228-7001 GROUND AND FLIGHT RISK
- 252.228-7005 ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES
- 252.235-7003 FREQUENCY AUTHORIZATION *(Applicable if the Order requires developing, producing, constructing, testing, or operating a device requiring a radio frequency authorization)*
- 252.235-7004 PROTECTION OF HUMAN SUBJECTS *(Applies if Order's effort includes research involving human subjects in accordance with 32 CFR Part 219, DoD Directive 3216.02, and 10 U.S.C. 980, including research that meets exemption criteria under 32 CFR 219.101(b). This clause does not apply to Order that involve only the use of cadaver materials.)*

252.236-7013 REQUIREMENT FOR COMPETITION OPPORTUNITY FOR AMERICAN STEEL PRODUCERS, FABRICATORS, AND MANUFACTURERS *(Applicable if the Order uses funds appropriated by Title I of the Military Construction and Veterans Affairs Appropriations Act of 2009 and the Seller will deliver steel as a construction material)*

252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL *(Applies when Seller personnel may be required to interact with detainees in the course of their duties)*

252.237-7019 TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES *(Applies when Seller personnel may be required to interact with detainees in the course of their duties)*

252.237-7023 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES *(Applies if the Seller's work is deemed essential services)*

252.239-7010 CLOUD COMPUTING SERVICES *(Applies if the Order involves or may involve cloud services)*

252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES *(Applies if Seller's performance requires securing telecommunications)*

252.239-7018 SUPPLY CHAIN RISK *(Applies if the Order involves the development or delivery of any information technology)*

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS

252.246-7001 WARRANTY OF DATA

252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES *(Applies if the Order is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system)*

252.247-7003 PASS-THROUGH OF MOTOR CARRIER FUEL SURCHARGE ADJUSTMENT TO THE COST BEARER *(Applies if the subcontractor is a motor carrier, broker, or freight carrier)*

252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM *(Applies if the subcontractor provides electronic parts or assemblies including electronic parts)*

252.246-7008 SOURCES OF ELECTRONIC PARTS *(Applies if the subcontractor provides electronic parts or assemblies containing electronic parts, unless the subcontractor is the original manufacturer)*

252-247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (10 U.S.C. 2631) *(Applies in lieu of FAR 52.247-64 in all requiring the transportation of supplies by sea)*

**THE FOLLOWING FAR CLAUSE APPLIES IF THE VALUE OF THE ORDER EXCEEDS \$3,500:**

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION

**THE FOLLOWING FAR CLAUSES APPLY IF THE VALUE OF THE ORDER EXCEEDS \$10,000:**

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT

**THE FOLLOWING FAR CLAUSE APPLIES IF THE VALUE OF THE ORDER EXCEEDS \$15,000:**

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES

**THE FOLLOWING FAR CLAUSE APPLIES IF THE VALUE OF THE ORDER EQUALS OR EXCEEDS \$30,000:**

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS

**THE FOLLOWING FAR CLAUSE APPLIES IF THE VALUE OF THE ORDER EQUALS OR EXCEEDS \$35,000:**

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT *(Does not apply if the Order is for commercially available off-the-shelf items)*

**THE FOLLOWING FAR CLAUSES APPLY IF THE VALUE OF THE ORDER EQUALS OR EXCEEDS \$150,000:**

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

52.222-35 EQUAL OPPORTUNITY FOR VETERANS

52.222-37 EMPLOYMENT REPORTS ON VETERANS

**THE FOLLOWING FAR CLAUSES APPLY IF THE VALUE OF THE ORDER EQUALS OR EXCEEDS THE SIMPLIFIED ACQUISITION THRESHOLD, AS DEFINED IN FAR 2.101:**

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (Alt I)

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY)

52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (*Applicable if Seller employees will perform acquisition functions closely associated with inherently governmental functions*)

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

52.248-1 VALUE ENGINEERING

**THE FOLLOWING DFARS CLAUSES APPLY IF THE VALUE OF THE ORDER EQUALS OR EXCEEDS THE SIMPLIFIED ACQUISITION THRESHOLD, AS DEFINED IN FAR 2.101:**

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES

**THE FOLLOWING DFARS CLAUSE APPLIES IF THE VALUE OF THE ORDER EXCEEDS \$500,000:**

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS

**THE FOLLOWING FAR CLAUSE APPLIES IF THE VALUE OF THE ORDER EXCEEDS \$750,000:**

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (*\$1.5 million for construction of a public facility; not applicable if Seller is a small business concern*)

**THE FOLLOWING DFARS CLAUSE APPLIES IF THE VALUE OF THE ORDER EXCEEDS \$700,000:**

252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION

**THE FOLLOWING FAR CLAUSE APPLIES IF THE VALUE OF THE ORDER EXCEEDS \$6,000,000:**

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (*Applies if the Order's period of performance is more than 120 days*)

**THE FOLLOWING DFARS CLAUSE APPLIES IF THE VALUE OF THE ORDER EXCEEDS \$6,000,000:**

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL

**THE FOLLOWING FAR CLAUSE APPLIES IF THE VALUE OF THE ORDER EXCEEDS \$10,000,000:**

52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION

**THE FOLLOWING DFARS CLAUSES IN FULL TEXT APPLY TO THE AGREEMENT:**

**252.225-7993 PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (DEVIATION 2020- O0022)**

(a) The Contractor shall—

(1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this contract are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities;

(2) Check the list of prohibited/restricted sources in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov)—

(i) Prior to subcontract award; and

(ii) At least on a monthly basis; and

(3) Terminate or void in whole or in part any subcontract with a person or entity listed in SAM as a prohibited or restricted source pursuant to section 841 of the National Defense Authorization Act for Fiscal Year 2015 (Pub. L. 113-291), as amended, unless the Contracting Officer provides to the Contractor written approval of the head of the contracting activity to continue the subcontract.

(b) The Head of the Contracting Activity has the authority to—

(1) Terminate this contract for default, in whole or in part, if the Head of the Contracting Activity determines in writing that the contractor failed to exercise due diligence, as required by paragraph (a) of this clause; or

(2)

(i) Void this contract, in whole or in part, if the Head of the Contracting Activity determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

(ii) When voided in whole or in part, a contract is unenforceable as contrary to public policy, either in its entirety or with regard to a segregable task or effort under the contract, respectively.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed outside the United States and its outlying areas.

(End of clause)

**ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS (DEVIATION 2020-O0022)**

(a) In addition to any other existing examination-of-records authority, the Government is authorized to examine any records of the Contractor and its subcontractors to the extent necessary to ensure that funds, including supplies and services, available under this contract are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed outside the United States and its outlying areas.

(End of clause)