

Terms and Conditions of Purchase
Firm-Fixed Price Non-Commercial Goods and Services for a U.S. Government Program
1. Definitions The following definitions will apply to all purchase orders:

Term	Definition
Contract	Means the instrument of contracting, such as "Purchase Order", "PO", "Subcontract", or other such type designation, including these General Provisions, all referenced documents, exhibits and attachments. If these terms and conditions are incorporated into a "master" agreement that provides for releases, (in the form of a Purchase Order or other such document) the term "Contract" shall also mean the Release document for the Work to be performed.
Buyer	The legal entity affiliate of Paligen Technologies, Inc. on the face of this Purchase Order. (Referred to as "Paligen", or "Buyer")
Purchasing Agent or Authorized Procurement Representative	A person authorized by Paligen's cognizant procurement organization to administer and/or execute this Contract.
Subcontractor, Supplier, Seller or Vendor	The legal entity to whom this Purchase Order (P.O. / Order) is issued
Government	The Government of the United States of America
Prime Contract or Buyer's Contract	The contract or subcontract, at any tier, entered into by Buyer and Buyer's customer and under which Buyer has issued this Purchase Order.
Contracting Officer	The person having cognizance on behalf of the Government of the Prime Contract and any other officer or civilian employee who is properly designated Contracting Officer for the purposes of this Purchase Order; and the term includes, except as otherwise provided in this Purchase Order, the authorized representatives of such Contracting Officer acting within the limits of their authority.
FAR	Federal Acquisition Regulations, issued as Chapter 1 of Title 48, Code of Federal Regulations.
DFARS	Defense Federal Acquisition Regulations Supplement, issued as Chapter 2 of Title 48, Code of Federal Regulations.
Goods	All articles, goods, materials, equipment, and services to be delivered or provided under this Purchase Order.
Work	All required labor, articles, materials, supplies, goods, and services constituting the subject matter of this Contract.

1. ACCEPTANCE OF CONTRACT

- a. This Contract integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the parties.
- b. SUPPLIER's acknowledgment, acceptance of payment, or commencement of performance, shall constitute SUPPLIER's unqualified acceptance of this Contract.
- c. Unless expressly accepted in writing by BUYER, additional or differing terms or conditions proposed by SUPPLIER or included in SUPPLIER's acknowledgment are objected to by BUYER and have no effect.

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- d. The headings used in this Contract are inserted for the convenience of the parties and shall not define, limit, or describe the scope or the intent of the provisions of this Contract.

2. APPLICABLE LAW

- a. This Contract and any matter arising out of or related to this Contract shall be governed by the laws of the State of Florida, without regard to its conflicts of laws provisions, except that any provision in this Contract that is (i) incorporated in full text or by reference from the Federal Acquisition Regulation (FAR); or (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR or; (iii) that is substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contracts appeals, and quasi-judicial agencies of the federal Government.
- b. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.
- c. The English version of the Contract shall prevail. Unless otherwise provided in writing all documentation and work shall employ the units of United States Standard weights and measures. All reports, correspondence, drawings, notices, marking, and other communications shall be in the English language.

3. COMPLIANCE WITH APPLICABLE LAWS

- a. SUPPLIER, in the performance of this Contract, shall comply with all applicable local, state, and federal laws, orders, rules, regulations, and ordinances. SUPPLIER shall procure all licenses/permits, and pay all fees, and other required charges, and shall comply with all applicable guidelines and directives of any local, state, and/or federal governmental authority. SUPPLIER, at its expense, shall provide reasonable cooperation to BUYER in conducting any investigation regarding the nature and scope of any failure by SUPPLIER or its personnel to comply with applicable local, state, and federal laws, orders, rules, regulations, and ordinances that may affect the performance of SUPPLIER's obligations under this Contract.
- b. Remedies
- (1) 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; SUPPLIER, its officers, employees, agents, suppliers, or subcontractors at any tier, BUYER may proceed as provided for in (2) below.
- (2) Upon the occurrence of any of the circumstances, other than withholdings, identified in paragraph (1) above, BUYER may make a reduction of corresponding amounts (in whole or in part) in the price of this Contract or any other contract with SUPPLIER, and/or may demand payment (in whole or in part) of the corresponding amounts. SUPPLIER shall promptly pay amounts so demanded. In the case of withholding(s), BUYER may withhold the same amount from SUPPLIER under this Contract.
- (3) If SUPPLIER represents that it is selling a Commercial product or Commercial service as defined by FAR 2.101 and it is determined that the Work is not a Commercial product or Commercial service as defined at FAR 2.101, then SUPPLIER agrees that the FAR and agency flowdowns required of non-commercial products and non-commercial services shall be applicable to this Contract, in lieu of these terms and conditions, effective as of the date of this Contract.

- 4. ASSIGNMENT** – Any assignment of SUPPLIER's Contract rights or delegation of SUPPLIER's duties shall be void, unless prior written consent is given by BUYER. Nevertheless, SUPPLIER may assign rights to be paid amounts due, or to become due, to a financing institution if BUYER is promptly furnished a signed copy of such assignment reasonably in advance of the due date for payment of any such amounts. Amounts assigned shall be subject to setoff or recoupment for any present or future claims of BUYER against SUPPLIER. BUYER shall

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have the right to make settlements and/or adjustments in price without notice to any assignee financing institution.

- 5. CHANGE IN CONTROL OF SUPPLIER** – Prior to a potential change of control of SUPPLIER and at least thirty (30) days prior to the proposed effectiveness of such change of control, SUPPLIER will promptly notify BUYER in writing thereof, and provide the identity of the potential new controlling party and information on such party and the transaction as BUYER may request, consistent with applicable law and confidentiality restrictions.

6. CHANGES

- a. The BUYER Procurement Representative may at any time, by written notice, and without notice to sureties or assignees, make changes within the general scope of this Contract in any one or more of the following: (i) drawings, designs, or specifications; (ii) method of shipping or packing; (iii) place of inspection, acceptance, or point of delivery; and (iv) delivery schedule.
- b. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of this Contract, BUYER shall make an equitable adjustment in the Contract price and/or delivery schedule, and modify this Contract accordingly. Changes to the delivery schedule will be subject to a price adjustment only.
- c. SUPPLIER must assert its right to an equitable adjustment under this clause within twenty (20) days from the date of receipt of the written change order from BUYER. If SUPPLIER's proposed equitable adjustment includes the cost of property made obsolete or excess by the change, BUYER shall have the right to prescribe the manner of disposition of the property.
- d. Failure to agree to any adjustment shall be resolved in accordance with the "Disputes" clause of this Contract. However, nothing contained in this "Changes" clause shall excuse SUPPLIER from proceeding without delay in the performance of this Contract as changed.

7. CODE OF BUSINESS PRINCIPLES

Seller shall comply with the Buyer Holdings, Inc. Code of Business Practice (the Code), as attached to the Purchase order or Agreement, or Seller's equivalent. Seller shall ensure that its employees are aware of the compliance requirements, as outlined in the Code or Seller's equivalent, and the importance of ethical behavior. Seller represents and warrants that it has not participated, and will not participate, in any conduct that violates the Code or Seller's equivalent. If BUYER determines that Seller is in violation of the Code or Seller's equivalent, BUYER may terminate this Order upon written notice to Seller and BUYER shall have no further obligation to Seller. If Seller's equivalent ever ceases to be equivalent to the Code, Seller shall immediately comply with the Code.

- 8. COMMUNICATION WITH BUYER'S CUSTOMER** – SUPPLIER shall not communicate with BUYER's customer or higher tier customer in connection with this Contract, except as expressly permitted by BUYER. This clause does not prohibit SUPPLIER from communicating with the U.S. Government with respect to (1) matters SUPPLIER is required by law or regulation to communicate to the Government, (2) fraud, waste, or abuse communicated to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information, or (3) any matter for which this Contract, including a FAR or FAR Supplement clause included in this Contract, provides for direct communication by SUPPLIER to the Government.

9. CONTRACT DIRECTION

- a. Only the BUYER Procurement Representative has authority on behalf of BUYER to make changes to this Contract. All amendments must be identified as such in writing and executed by the parties.
- b. BUYER engineering and technical personnel may from time to time render assistance or give technical advice or discuss or effect an exchange of information with SUPPLIER's personnel concerning the Work

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hereunder. No such action shall be deemed to be a change under the "Changes" clause of this Contract and shall not be the basis for equitable adjustment.

- c. Except as otherwise provided herein, all notices to be furnished by SUPPLIER shall be in writing and sent to the BUYER Procurement Representative.

10. COUNTERFEIT WORK

- a. The following definitions apply to this clause:

"Counterfeit Work" means Work that is or contains unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used Work represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

"Suspect Counterfeit Work" means Work for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the Work part is authentic.

- b. SUPPLIER shall not deliver Counterfeit Work or Suspect Counterfeit Work to BUYER under this Contract.
- c. SUPPLIER shall only purchase products to be delivered or incorporated as Work to BUYER directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. SUPPLIER may use another source only if (i) the foregoing sources are unavailable, (ii) SUPPLIER's inspection and other counterfeit risk mitigation processes will be employed to ensure the authenticity of the Work, and (iii) SUPPLIER obtains the advance written approval of BUYER.
- d. SUPPLIER shall maintain counterfeit risk mitigation processes in accordance with industry recognized standards and with any other specific requirements identified in this Contract.
- e. SUPPLIER shall immediately notify BUYER with the pertinent facts if SUPPLIER becomes aware that it has delivered Counterfeit Work or Suspect Counterfeit Work. When requested by BUYER, SUPPLIER shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. SUPPLIER, at its expense, shall provide reasonable cooperation to BUYER in conducting any investigation regarding the delivery of Counterfeit Work or Suspect Counterfeit Work under this Contract.
- f. This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flowdown, or other provision included in this Contract addressing the authenticity of Work.
- g. In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, SUPPLIER shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Contract. Notwithstanding any other provision in this Contract, SUPPLIER shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation BUYER's costs of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies BUYER may have at law, equity or under other provisions of this Contract.
- h. SUPPLIER shall include paragraphs (a) through (f) and this paragraph (h) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to BUYER.

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- a. BUYER, by written notice, may terminate this Contract for default, in whole or in part, if SUPPLIER (i) fails to comply with any of the terms of this Contract; (ii) fails to make progress so as to endanger performance of this Contract; (iii) fails to provide adequate assurance of future performance; (iv) files or has filed against it a petition in bankruptcy; or (v) becomes insolvent or suffers a material adverse change in financial condition. SUPPLIER shall have ten (10) days (or such longer period as BUYER may authorize in writing) to cure any such failure after receipt of notice from BUYER. Default involving delivery schedule delays, bankruptcy or adverse change in financial condition shall not be subject to the cure provision.
- b. Following a termination for default of this Contract, SUPPLIER shall be compensated only for Work actually delivered and accepted. BUYER may require SUPPLIER to deliver to BUYER any supplies and materials, manufacturing materials, and manufacturing drawings that SUPPLIER has specifically produced or acquired for the terminated portion of this Contract. BUYER and SUPPLIER shall agree on the amount of payment for these other deliverables.
- c. Upon the occurrence and during the continuation of a default, BUYER may exercise any and all rights and remedies available to it under applicable law and equity, including without limitation, cancellation of this Contract. If after termination for default under this Contract, it is determined that SUPPLIER was not in default, such termination shall be deemed a termination for convenience.
- d. SUPPLIER shall continue all Work not terminated or cancelled.

12. DISPUTES

- a. All disputes under this Contract that are not disposed of by mutual agreement shall be decided in a court of competent jurisdiction in Florida, United States.
- b. Until final resolution of any dispute hereunder, SUPPLIER shall diligently proceed with the performance of this Contract as directed by BUYER.

13. ELECTRONIC CONTRACTING – The parties agree that if this Contract is transmitted electronically neither party shall contest the validity of this Contract, or any acknowledgement thereof, on the basis that this Contract or acknowledgement contains an electronic signature.

14. EXPORT CONTROL

- a. SUPPLIER shall comply with all applicable U.S. export control laws and economic sanctions laws and regulations, specifically including but not limited to the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120 et seq.; the Export Control Reform Act of 2018; the Export Administration Regulations, 15 C.F.R. 730-774; and the Foreign Assets Control Regulations, 31 C.F.R. 500-598 (collectively, "Trade Control Laws").
- b. SUPPLIER shall notify BUYER if any deliverable under this Contract is restricted by applicable Trade Control Laws. Before providing BUYER any item or data controlled under any of the Trade Control Laws, SUPPLIER shall provide in writing to the BUYER Procurement Representative the export classification of any such item or controlled data and shall notify the BUYER Procurement Representative in writing of any changes to the export classification information of the item or controlled data. SUPPLIER represents that an official authorized to bind the SUPPLIER has determined that the SUPPLIER or the designer, manufacturer, supplier or other source of the Work has properly determined their export classification.
- c. SUPPLIER shall not export, re-export, transfer, disclose or otherwise provide or make accessible BUYER's technical data and/or hardware controlled by Trade Control Laws ("Export Controlled Information") to any persons, or entities not authorized to receive or have access to the data, services and/or hardware, including third country/dual national employees, lower-tier subcontractors and sub-licensees, or modify or divert such Export Controlled Information to any military application unless SUPPLIER receives advance, written authorization from BUYER and verification of any required export authorization is in place.

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SUPPLIER shall not provide a defense service as defined by the Trade Control Laws using any or all of BUYER's technical data and/or hardware. Upon BUYER's request, SUPPLIER shall demonstrate to BUYER's reasonable satisfaction, SUPPLIER's and SUPPLIER's lower-tier subcontractors' compliance with this clause and all Trade Control Laws.

- d. SUPPLIER hereby represents that neither SUPPLIER nor any parent, subsidiary, affiliate or sublicensee or sub-tier supplier of SUPPLIER is included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department's Bureau of Industry and Security ("BIS"), or the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defense Trade Controls, listed, the ITAR §126.1 Restricted Parties List, or the consolidated list of asset freeze targets designated by the United Nations, European Union, and United Kingdom (collectively, "Restricted Party Lists"). SUPPLIER will provide prompt notice to BUYER, in adherence with applicable laws, the confidentiality restriction of the change of control agreement from the acquiring party of a change of control of SUPPLIER, or any parent, subsidiary or affiliate of SUPPLIER, or any sublicensee or sub-tier supplier of SUPPLIER, which becomes listed or their ownership is listed on any Restricted Party List, within or by an ITAR § 126.1 listed country, or if SUPPLIER's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. or non-U.S. government entity or agency. To ensure compliance with the requirements of the applicable agency's regulations, if the intended sale or transfer of ownership is to a non-U.S. person or entity, SUPPLIER shall provide BUYER with notice at least 30 days prior to the effectiveness of such change of control.
- e. If SUPPLIER is engaged in the business of exporting manufacturing (whether exporting or not) or brokering defense articles or furnishing defense services, SUPPLIER represents that it is and will continue to be registered with the Directorate of Defense Trade Controls, as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR.
- f. Where SUPPLIER is a party to or signatory under a BUYER Technical Assistance Agreement (TAA) or Manufacturing License Agreement (MLA), license exception or license exemption, collectively, "Export Authorization," SUPPLIER shall provide prompt notification to the BUYER Procurement Representative in the event of (1) changed circumstances including, but not limited to, ineligibility, a violation or potential violation of the ITAR or other applicable governmental restrictions, and the initiation or existence of a U.S. Government investigation, that could affect SUPPLIER's performance under this Contract, or (2) any change by SUPPLIER that might require BUYER to submit an amendment to an existing Export Authorization or request a new or replacement Export Authorization. SUPPLIER shall provide to BUYER all information and documentation as may reasonably be required for BUYER to prepare and submit any required export license applications. Delays on SUPPLIER's part to submit the relevant information for export licenses shall not constitute an excusable delay under this Contract.
- g. Upon completion of performance of this Contract, SUPPLIER and its lower-tier subcontractors shall as directed by BUYER, return or destroy all export controlled technical data, technology, hardware or other items. SUPPLIER shall provide a certificate of destruction for all destroyed items.
- h. SUPPLIER shall include paragraphs (a) through (g) and this paragraph (h) of this clause or equivalent provisions in lowertier subcontracts for the delivery of items that will be included in or delivered as Work to BUYER. SUPPLIER shall immediately notify BUYER upon learning that any lower-tier subcontractor with which it engages has become listed on the Restricted Parties List.
- i. SUPPLIER shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorney's fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of SUPPLIER, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.

- 15. FORCE MAJEURE** – Neither BUYER nor SUPPLIER shall be liable for delays or failure to perform due to unforeseeable circumstances beyond its reasonable control such as: Natural disaster, fire, explosion, flood, Government delay or inaction, war or armed conflict, embargo, disease, quarantine, imposition of a law or

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restriction by a government agency with jurisdiction over a matter. In each instance the circumstances must be beyond the reasonable control of the party seeking excuse for delay or non-performance and the party claiming force majeure must make reasonable attempts to perform using alternative methods. Non-performance or delay by a subcontractor is not an excuse for SUPPLIER'S performance unless the SUPPLIER's subcontractor was subject to a force majeure as defined by this section which was the cause of its delay, and SUPPLIER has no other reasonable alternate supplier.

16. FOREIGN CORRUPT PRACTICES ACT COMPLIANCE (FCPA)

- a. SUPPLIER shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in SUPPLIER's country or any country where performance of this Contract will occur. Compliance with the requirements of this clause is a material requirement of this Contract.
- b. In carrying out its responsibilities under this Contract –
 - (1) SUPPLIER represents that it has not paid, offered, promised to pay or authorized and will not pay, offer, promise to pay, or authorize the payment directly or indirectly of any monies or anything of value to (i) any person or firm employed by or acting for on behalf of any customer, whether private or governmental, or (ii) any government official or employee or any political party or candidate for political office for the purpose of influencing any act or decision or inducing or rewarding any action by the customer in any commercial transaction or in any governmental matter or securing any improper advantage to assist BUYER or SUPPLIER in obtaining or retaining business or directing business to any person.
 - (2) SUPPLIER shall notify BUYER if it becomes aware that any owner, partner, officer, director or employee of SUPPLIER or of any parent or subsidiary company of SUPPLIER is or becomes an official or employee of the government or of an agency or instrumentality of a government or a candidate for political office or a political party official during the term of this Contract.
 - (3) SUPPLIER has not made and will not make, either directly or indirectly, any improper payments.
 - (4) SUPPLIER has not made and will not make any facilitating payment (as that term is defined in the FCPA).
 - (5) SUPPLIER shall promptly disclose to BUYER together with all pertinent facts any violation, or alleged violation of this clause in connection with the performance of this Contract, and further notify BUYER of any subsequent disposition related to the foregoing.
 - (6) SUPPLIER shall include this clause or equivalent provisions in lower tier subcontracts under this Contract.

17. FURNISHED PROPERTY

- a. BUYER may, by written authorization, provide to SUPPLIER property owned by either BUYER or its customer (Furnished Property). Furnished Property shall be used only for the performance of this Contract.
- b. Title to Furnished Property shall remain in BUYER or its customer. SUPPLIER shall clearly mark (if not so marked) all Furnished Property to show its ownership.
- c. Except for reasonable wear and tear, SUPPLIER shall be responsible for, and shall promptly notify BUYER of, any loss or damage to Furnished Property. Without additional charge, SUPPLIER shall manage, maintain, and preserve Furnished Property in accordance with applicable law, the requirements of this Contract and good commercial practice.

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- d. At BUYER's request, and/or upon completion of this Contract, SUPPLIER shall submit, in an acceptable form, inventory lists of Furnished Property and shall deliver or make such other disposal as may be directed by BUYER.
- e. The Government Property Clause contained in this Contract shall apply in lieu of paragraphs (a) through (d) above with respect to Government-furnished property, or other property to which the Government has title, or may take title under this Contract.

18. GOVERNMENT DECISIONS – In the event the Government renders a final decision which effects SUPPLIER's work under this Contract, such decision shall be binding on SUPPLIER to the same extent binding on BUYER. SUPPLIER may request BUYER to appeal the decision in which case BUYER will consider in good faith whether to sponsor a claim or appeal on behalf of SUPPLIER at SUPPLIER's expense.

19. GRATUITIES/KICKBACKS

- a. SUPPLIER shall not offer or give a kickback or gratuity (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a BUYER supplier.
- b. By accepting this Contract, SUPPLIER certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR 52.203-7 or the Anti-Kickback Act of 1986 (41 USC 51-58), both of which are incorporated herein by this specific reference, except that paragraph (c)(1) of FAR 52.203-7 shall not apply.

20. IMPORT & CUSTOMS OBLIGATIONS

- a. Upon BUYER's request, SUPPLIER shall provide, or assist in obtaining, certificates of origin, declarations required to clear goods through U.S. Customs, affidavits, proof of importation, and other signed customs forms as requested by BUYER to recover import duties related to the Work.
- b. SUPPLIER shall assign duty drawback rights to the goods furnished hereunder in order for BUYER to seek recovery of duty drawback.
- c. SUPPLIER shall maintain and make available to BUYER all records supporting any certificates of origin, declarations, the valuation of the Work for import purposes, and/or affidavits provided to BUYER as support for BUYER's claims for duty free or preferential duty treatment or duty drawback for five years after the date on which the aforementioned document(s) were provided.

21. INDEMNITY – SUPPLIER shall defend, indemnify, and hold harmless BUYER, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of SUPPLIER, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Contract.

22. INDEPENDENT CONTRACTOR RELATIONSHIP – SUPPLIER is an independent contractor in all its operations and activities hereunder. The employees used by SUPPLIER to perform Work under this Contract shall be SUPPLIER's employees exclusively without any relation whatsoever to BUYER.

23. INFORMATION ASSURANCE (INCLUDING ELECTRONIC INFORMATION)

- a. **DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting**, applies to covered defense information if said clause is included in this Contract.
- b. Information provided by BUYER to SUPPLIER remains the property of BUYER. SUPPLIER shall comply with the terms of any proprietary information agreement with BUYER and comply with all proprietary information markings and restrictive legends applied by BUYER to anything provided hereunder to SUPPLIER. SUPPLIER shall not use any BUYER provided information for any purpose except to perform

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this Contract and shall not disclose such information to third parties without the prior written consent of BUYER. SUPPLIER shall maintain data protection processes and systems sufficient to adequately protect BUYER provided information and comply with any law or regulation applicable to such information.

- c. If SUPPLIER becomes aware of any compromise of information used in the performance of this Contract or provided by BUYER to SUPPLIER, its officers, employees, agents, suppliers, or subcontractors (an "Incident"), SUPPLIER shall take appropriate immediate actions to investigate and contain the Incident and any associated risks, including notification within forty-eight (48) hours to BUYER after learning of the Incident. As used in this clause, "compromise" means that information has been exposed to unauthorized access, inadvertent disclosure, known misuse, loss, destruction, or alteration other than as required to perform the Work. SUPPLIER shall provide reasonable cooperation to BUYER in conducting any investigation regarding the nature and scope of any Incident. Any costs incurred in investigating or remediating Incidents shall be borne by SUPPLIER.
- d. Any BUYER provided information identified as proprietary or subject to restrictions on public disclosure by law or regulation shall be encrypted (i) if transmitted via the Internet, or (ii) during electronic storage if potentially accessible by the Internet or otherwise by non-authorized users.
- e. The provisions set forth above are in addition to and do not alter, change or supersede any obligations contained in a proprietary information agreement between the parties.

24. INFORMATION OF SUPPLIER – SUPPLIER shall not provide any proprietary information to BUYER without prior execution of a proprietary information agreement by the parties.

25. INSPECTION AND ACCEPTANCE

- a. BUYER and its customer may inspect all Work at reasonable times and places, including, when practicable, during manufacture and before shipment. SUPPLIER shall provide all information, facilities, and assistance necessary for safe and convenient inspection without additional charge.
- b. No such inspection shall relieve SUPPLIER of its obligations to furnish and warrant all Work in accordance with the requirements of this Contract. BUYER's final inspection and acceptance shall be at destination.
- c. If SUPPLIER delivers non-conforming Work, BUYER may, in addition to any other remedies available at law or at equity: (i) accept all or part of such Work at an equitable price reduction; or (ii) reject such Work; or (iii) require SUPPLIER, at SUPPLIER's cost, to make all repairs, modifications, or replacements at the direction of BUYER necessary to enable such Work to comply in all respects with Contract requirements.
- d. SUPPLIER shall not re-tender rejected Work without disclosing the corrective action taken.

26. INSURANCE

- a. SUPPLIER and its subcontractors shall maintain for the performance of this Contract the following insurances:
 - (1) Workers' compensation insurance meeting the statutory requirements where Work will be performed;
 - (2) Employer's liability (EL) in the amount of \$1 million per each accident or per each employee for disease;
 - (3) General liability (GL) including Products Liability and Completed Operations liability in the amount of \$1 million per occurrence and \$2 million in the aggregate annually, or in such higher amounts as BUYER may require;
 - (4) Automobile liability (AL) insurance covering third party bodily injury and property damage with a minimum of \$1 million per occurrence limit, or in such higher amounts as BUYER may require; and

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(5) Such other insurance as BUYER may require.

- b. SUPPLIER shall provide BUYER thirty (30) days advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of SUPPLIER's required insurance, provided however such notice shall not relieve SUPPLIER of its obligations to maintain the required insurance. SUPPLIER shall have its' insurers name BUYER as an additional insured on the GL and AL policies for the duration of this Contract. If requested, SUPPLIER shall provide a "Certificate of Insurance" evidencing SUPPLIER's compliance with these requirements. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of BUYER and is not contributory with any insurance which BUYER may carry. "Subcontractor" as used in this clause shall include SUPPLIER's subcontractors at any tier. SUPPLIER's obligations herein for procuring and maintaining insurance coverage are freestanding and are not affected by any other language in this Contract.

27. INTELLECTUAL PROPERTY

- a. SUPPLIER warrants that the Work performed or delivered under this Contract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country.
- b. SUPPLIER shall defend, indemnify, and hold harmless BUYER, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs, arising out of any action by a third party that is based upon a claim that the Work performed or delivered under this Contract infringes or otherwise violates the intellectual property rights of any person or entity. The foregoing obligation of indemnification may be reduced to the extent BUYER's exposure is reduced under applicable clauses in its contract such as **FAR 52.227-1, Authorization and Consent**.
- c. In addition to the Government's rights in data and inventions, SUPPLIER agrees that BUYER, in the performance of its prime or higher tier contract obligations, shall have a limited, irrevocable, nonexclusive, world-wide, royalty-free license to: (i) sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, transfer computer software to the Government and the Government's end customer, and prepare derivative works of any inventions, discoveries, improvements, maskworks and patents as well as any and all data, copyrights, reports and works of authorship delivered in performance of this Contract, to the limited extent necessary for BUYER to make use of the Work performed or items delivered under this Contract in the performance of its contract obligations with its customer; and (ii) authorize others to do any, some or all of the foregoing.
- d. Items delivered under this Contract such as operation and maintenance manuals shall be delivered with the right to copy for internal use and/or copy and deliver with the right to use to BUYER's customers.
- e. The tangible medium storing copies of all reports, memoranda or other materials in written form including machine readable form, prepared by SUPPLIER and furnished to BUYER pursuant to this Contract shall become the sole property of BUYER. Nothing in this paragraph (c) assigns ownership of SUPPLIER's intellectual property included on such medium to BUYER.
- f. No other provision in this Contract, including but not limited to the Indemnity clause, shall be construed to limit the liabilities or remedies of the parties under this clause.

28. LIABILITY / LIMITATIONS

- a. BUYER's remedies available under the terms of this Contract are cumulative and in addition to any remedies available under applicable law.
- b. SUPPLIER's liability shall not be limited by the limits of any insurance policy.
- c. Notwithstanding any language to the contrary, under no circumstances shall BUYER's liability to SUPPLIER include indirect, special, incidental, or consequential damages of any kind, to include without limitation, loss

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of profit, loss of production, or loss of business opportunity. BUYER's cumulative liability shall not exceed the total value of the Contract, less amounts already paid by BUYER thereunder.

- 29. NEW MATERIALS** – The Work to be delivered hereunder shall consist of new materials, as defined in FAR 52.211-5, not used, or reconditioned, remanufactured, or of such age as to impair its usefulness or safety.
- 30. PACKING AND SHIPMENT**
- a. Unless otherwise specified, all Work is to be packed in accordance with good commercial practice.
 - b. A complete packing list shall be enclosed with all shipments. SUPPLIER shall mark containers or packages with necessary lifting, loading, and shipping information, including the BUYER Contract number, item number, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include this Contract number.
 - c. Unless otherwise specified, delivery shall be FOB Place of Shipment.
- 31. PAYMENTS, TAXES, AND DUTIES**
- a. Unless otherwise provided, terms of payment shall be net thirty (30) days from latest of the following: (1) BUYER's receipt of SUPPLIER's proper invoice to accountspayable@paligentech.com; (2) scheduled delivery date of the Work; or (3) actual delivery of the Work at the final destination.
 - b. Each payment made shall be subject to reduction to the extent of amounts which are found by BUYER or SUPPLIER not to have been properly payable, and shall also be subject to reduction for overpayments. SUPPLIER shall promptly notify BUYER of any such overpayments and remit the amount of the overpayment except as otherwise directed by BUYER.
 - c. BUYER shall have a right of setoff against payments due or at issue under this Contract or any other Contract between the parties.
 - d. Payment shall be deemed to have been made as of the date of mailing BUYER's payment or electronic funds transfer. (e) Unless otherwise specified, prices include all applicable federal, state, and local taxes, duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately on the invoice.
 - e. Unless otherwise specified, prices include all applicable federal, state, and local taxes, duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately on the invoice.
 - f. The prices stated in the Contract are firm, fixed prices in United States Dollars.
- 32. PLACE OF PERFORMANCE** – If SUPPLIER intends to change the place of performance of Work under this Contract from the place(s) identified in SUPPLIER's proposal, SUPPLIER shall provide prior written notice to BUYER. Notification of changes to the place of performance from within the United States to a location outside the United States shall be provided by SUPPLIER to BUYER at least six months in advance.
- 33. PRECEDENCE** – Any inconsistencies in this Contract shall be resolved in accordance with the following descending order of precedence: (1) face of the Purchase Order and/or Task Order, release document, or schedule (including any continuation sheets), as applicable, including any special terms and conditions; (2) this document and any supplementary document invoked in this Contract; and (3) the Statement of Work.
- 34. PRIORITY RATING** – If this Contract contains a DPAS rating, this Contract is a "rated order" certified for national defense, emergency preparedness, and energy program use, and SUPPLIER shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700).

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- a. SUPPLIER shall provide and maintain a quality control system to an industry recognized Quality Standard and in compliance with any other specific quality requirements identified in this Contract.
- b. Records of all quality control inspection work by SUPPLIER shall be kept complete and available to BUYER and its customers.

36. RELEASE OF INFORMATION – Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Contract or the subject matter hereof, will be made by SUPPLIER or its subcontractors without the prior written approval of BUYER. SUPPLIER shall not use "Buyer Holdings, Inc.," the "BUYER" logo or any other trademark or logo owned by BUYER, in whatever shape or form, without the prior written consent of BUYER.

37. RETENTION OF RECORDS – Unless a longer period is specified in this Contract or by law or regulation, SUPPLIER shall retain all records related to this Contract for six (6) years from the date of final payment received by SUPPLIER. Records related to this Contract include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records. At no additional cost, SUPPLIER shall timely provide access to such records to the US Government and/or BUYER upon request.

38. SEVERABILITY – Each clause, paragraph and subparagraph of this Contract is severable, and if one or more of them are declared invalid, the remaining provisions of this Contract will remain in full force and effect.

39. STOP WORK

- a. SUPPLIER shall stop Work for up to ninety (90) days in accordance with any written notice received from BUYER, or for such longer period of time as the parties may agree and shall take all reasonable steps to minimize the incurrence of costs allocable to the Work during the period of Work stoppage.
- b. Within such period, BUYER shall either terminate in accordance with the provisions of this Contract or continue the Work by written notice to SUPPLIER. In the event of a continuation, an equitable adjustment in accordance with the principles of the "Changes" clause shall be made to the price, delivery schedule, or other provision(s) affected by the Work stoppage, if applicable, provided that the claim for equitable adjustment is made within thirty (30) days after date of notice to continue.

40. SUPPLIER BUSINESS SYSTEMS - "SUPPLIER Business Systems" as used in this clause means SUPPLIER's material management and accounting system, cost estimating system, accounting system, earned value management system, property management system, and purchasing system. If SUPPLIER's Business Systems are reviewed and approved by a Government agency, SUPPLIER shall provide prompt notice to BUYER whenever there is a material change in the status of the Government's approval or determination of adequacy of any of SUPPLIER's Business Systems.

41. SURVIVABILITY – All rights, obligations, and duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of this Contract, including but not limited to warranties, indemnifications, intellectual property (including rights to and protection of intellectual property and proprietary information), and product support obligations shall survive the expiration or termination of this Contract.

42. TECHNICAL DATA

- a. This clause applies only to technical data or computer software delivered by SUPPLIER to BUYER under this Contract.
- b. As used in this clause "Nonconforming Marking" means any confidential, proprietary, or other restrictive-use markings that are not expressly permitted by applicable FAR, DFARS or other applicable U.S. Government agency acquisition clauses incorporated into this Contract. SUPPLIER shall not deliver technical data or computer software that contains Nonconforming Markings. BUYER may notify SUPPLIER of such a

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Nonconforming Marking. If SUPPLIER fails to remove or correct such marking within sixty (60) days after such notification, BUYER may, notwithstanding any other provision of this Contract, ignore or, at SUPPLIER's expense, remove or obliterate any such Nonconforming Marking as may be on technical data or computer software delivered by SUPPLIER.

43. TERMINATION FOR CONVENIENCE

- a. BUYER reserves the right to terminate this Contract, in whole or in part, for its convenience. BUYER shall terminate by delivering to SUPPLIER a Notice of Termination specifying the extent of termination and the effective date. In the event of such termination, SUPPLIER shall immediately stop all of the terminated portion of the work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this Contract, SUPPLIER 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 SUPPLIER can demonstrate to the satisfaction of BUYER using its standard record keeping system have resulted from the termination. SUPPLIER shall not be paid for any Work performed or costs incurred which reasonably could have been avoided.
- b. In no event shall BUYER be liable for the cost of Seller or Seller subcontractor's (at any tier) stock items which are terminated from this contract under this provision, lost or anticipated profits, or unabsorbed indirect costs or overhead, or for any sum in excess of the total Contract price. SUPPLIER's termination claim shall be submitted within ninety (90) days from the effective date of the termination.
- c. In the event of a dispute as to the amount of payment for disputed portions of this Contract, the rights and obligations of BUYER and SUPPLIER shall be determined in accordance with **FAR 52.249-2, Termination for Convenience of the Government (Fixed Price)**, except BUYER shall be the "Government" and "Contracting Officer" and SUPPLIER shall be the "Contractor".
- d. SUPPLIER shall continue all Work not terminated.

44. TIMELY PERFORMANCE

- a. SUPPLIER's timely performance is a material requirement of this Contract.
- b. Unless advance shipment has been authorized in writing by BUYER, BUYER may store at SUPPLIER's expense, or return, shipping charges collect, all Work received in advance of the scheduled delivery date.
- c. SUPPLIER shall provide BUYER status of performance of this Contract when requested. In addition, if SUPPLIER becomes aware of circumstances which may result in a delay involving SUPPLIER or any lower tier subcontractor, SUPPLIER shall timely notify BUYER, in writing, giving pertinent details. These notifications shall not change any delivery schedule.
- d. In the event of a termination for convenience or change, no claim will be allowed for any manufacture or procurement in advance of SUPPLIER's normal flow time unless there has been prior written consent by BUYER.

45. WAIVERS, APPROVALS, AND REMEDIES

- a. Failure by either party to enforce any of the provisions of this Contract or applicable law shall not constitute a waiver of the requirements of such provisions or law, or as a waiver of the right of a party thereafter to enforce such provision or law.
- b. BUYER's approval of documents shall not relieve SUPPLIER of its obligation to comply with the requirements of this Contract.
- c. The rights and remedies of either party in this Contract are cumulative and in addition to any other rights and remedies provided by law or in equity.

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- 46. WARRANTY** – SUPPLIER warrants that all Work furnished pursuant to this Contract shall strictly conform to applicable specifications, drawings, samples, descriptions, and other requirements of this Contract and be free from defects in design, material, and workmanship and will be fit for the intended purpose. This warranty shall begin upon final acceptance and extend for a period of one (1) year from the date of acceptance. If any nonconforming Work is identified within the warranty period, SUPPLIER, at BUYER's option, shall promptly repair, replace, or reperform the Work. Transportation of replacement Work, return of nonconforming Work, and reperformance of Work shall be at SUPPLIER's expense. If repair, or replacement, or reperformance of Work is not timely, BUYER may elect to return, reperform, repair, replace, or reprocur the non-conforming Work at SUPPLIER's expense. All warranties shall run to BUYER and its customers. SUPPLIER shall also extend all warranties provided by its vendors and suppliers to the extent permitted for any end-items or components included under this Contract.
- 47. WORK ON BUYER AND THIRD PARTY PREMISES**
- a. "Premises" as used in this clause means premises of BUYER, its customers, or other third parties where Work is being performed.
 - b. SUPPLIER shall ensure that SUPPLIER personnel working on Premises comply with any on-premises policies and: (i) do not bring weapons of any kind onto Premises; (ii) do not manufacture, sell, distribute, possess, use or be under the influence of controlled substances or alcoholic beverages while on Premises; (iii) do not possess hazardous materials of any kind on Premises without BUYER's authorization; (iv) abide by all rules regarding access to and use of BUYER's computers, electronic equipment and networks; (v) remain in authorized areas only; and (vi) follow instruction from BUYER in the event of an actual or imminent safety or environmental hazard on Premises.
 - c. All persons, property, and vehicles entering or leaving Premises are subject to search.
 - d. SUPPLIER shall promptly notify BUYER and provide a report of any accidents or security incidents involving loss of or misuse or damage to BUYER, customer, or third party intellectual or physical assets, and all physical altercations, assaults, or harassment.
 - e. (1) Prior to entry on Premises, SUPPLIER shall coordinate with BUYER to gain access. SUPPLIER shall provide information reasonably required by BUYER to ensure proper identification of personnel, including, but not limited to verification of citizenship, lawful permanent resident status, protected individual or other status. (2) SUPPLIER personnel requiring access to Premises shall, prior to entry, be screened by SUPPLIER at no charge to BUYER through the BUYER SUPPLIER Screen Program, or otherwise screened by SUPPLIER in a manner satisfactory to BUYER.
 - f. BUYER may, at its sole discretion, have SUPPLIER remove any specified employee of SUPPLIER from Premises and require that such employee not be reassigned to any Premises under this Contract.
 - g. Violation of this clause may result in termination of this Contract in addition to any other remedy available to BUYER at law or in equity. SUPPLIER shall reimburse BUYER, customer, or third party for any unauthorized use of BUYER, customer, or third party assets.
 - h. SUPPLIER shall advise the BUYER Procurement Representative of any unauthorized direction or course of conduct.
 - j. SUPPLIER shall immediately report to BUYER all emergencies (e.g., medical, fire, spills or release of any hazardous material) and non-emergency incidents (e.g., job-related injuries or illnesses) affecting the Work. SUPPLIER shall provide BUYER with a copy of any reports of such incidents SUPPLIER makes to governmental authorities.
- 48. COMPLIANCE WITH SPECIFIC LAWS AND REGULATIONS**
- a. Work delivered by SUPPLIER under this Contract may be incorporated into deliverable goods for use in the European Economic Area (EEA) and subject to the European Union Regulation (EC) No 1907/2006

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concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH); the Classification, Labeling and Packaging Regulation (EC) No. 1272/2008 (CLP); and the Biocidal Products Regulation (EU) 528/2012 (BPR).

- (1) SUPPLIER represents and warrants that the Work and any substances contained therein are not prohibited or restricted by, and are supplied in compliance with REACH, CLP, and BPR, and that no current requirement in REACH, CLP, or BPR prevents the sale or transport of SUPPLIER's Work or substances in SUPPLIER's Work in the EEA, and that all such Work and substances have been pre-registered, registered, reported, approved, and/or authorized as and to the extent required by REACH, CLP, and BPR.
- (2) SUPPLIER shall timely respond to any request from BUYER with all relevant information on the Work so that the intents of REACH, CLP, and BPR are met for communicating with downstream users (e.g., as defined in article 3(13) of REACH [any person established in the EEA using substances in the course of that person's industrial or professional activities; the definition does not include the manufacturer, importer, distributor, or consumer]), and in any case, SUPPLIER shall provide all information necessary for BUYER and/or any downstream user to timely and accurately fulfill their obligations under REACH, CLP, and BPR.
- (3) SUPPLIER shall bear all costs, charges and expenses related to pre-registration, registration, evaluation, authorization, reporting, and approval under REACH, CLP, and BPR.

49. INCORPORATION OF FEDERAL CLAUSES –

- (A) The following clauses incorporated by reference shall be those in effect on the effective date of the Government Prime Contract (as amended) with BUYER to which this Order, subcontract, Purchase Order, or agreement relates. The FAR and Supplements thereto are obtainable from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The electronic version of the FAR, DFARS, and other Government agency regulations are also accessible at <https://www.acquisition.gov>.
- (B) Any reference in the following clauses to the "Disputes" clause shall mean the Article entitled "Disputes Under A Government Prime Contract" of the Order to which these Terms and Conditions are attached.
- (C) Seller shall insert the following provisions in lower tier subcontracts, either verbatim or in substance as required by the applicable flowed down clause, and by incorporation-by-reference or otherwise as appropriate.
- (D) Wherever used, the terms "Contract" and "Contractor" shall mean this Order (or subcontract, Purchase Order, or agreement) and SUPPLIER (including SUPPLIER as Bidder or Offeror), respectively. The terms "Government," "Contracting Officer," and equivalent phrases shall mean BUYER except where further clarified or modified and except that the clauses identified by * shall have their original meaning as written in the FAR, and when identified by ** shall not only have their original meaning as written in the FAR, but also shall mean BUYER. "Subcontractor," however, shall mean "Seller's Subcontractor."
- (E) Any clauses that may have been omitted from the Purchase Order or these terms and conditions but are covered under the Christian Doctrine are applicable to the associated subcontract award. Seller acknowledges it has had the opportunity to inquire as to the clauses present in BUYER's contract and agrees to be bound to such clauses in the manner listed below. Any reference to a "Default" clause shall mean Paragraph 21b, "Termination for Cause" of this Purchase Order.

I. FAR CLAUSES

- 52.203-3 Gratuities* (The term "agency head" means BUYER). (4/1984) (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101)
- 52.203-5 Covenant Against Contingent Fees. (5/2014) (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101)
- 52.203-6 Restrictions on Subcontractor Sales to the Government. (6/2020) (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101)
- (a) Except as provided in (b) of this clause, the SUPPLIER shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including

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computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the SUPPLIER from asserting rights that are otherwise authorized by law or regulation.

(c) The SUPPLIER agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold.

52.203-7 Anti-Kickback Procedures. (6/2020)

Applicable if this Order exceeds \$150,000, except that paragraph (c)(1) of FAR 52.203-7 is not included in this Order. Paragraph (c)(4) is revised by deleting "The Contracting Officer may" and inserting "To the extent the Contracting Officer has effected an offset at the prime contract level or has directed BUYER to withhold any sum from the Seller, BUYER may" (If applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (5/2014)**52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (9/2024)**
(Applicable for solicitations expected to exceed \$150,000 or the threshold specified in FAR 3.808, whichever is greater)**52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (6/2020)** (Applicable if this Order is expected to exceed \$150,000 or the threshold specified in FAR 3.808, whichever is greater)

(g) Subcontracts.

(1) The SUPPLIER shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract exceeding \$150,000 (or the threshold listed in FAR 3.808, whichever is greater) under this contract. The SUPPLIER or subcontractor that awards the subcontract shall retain the declaration.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding SUPPLIER.

(3) The SUPPLIER shall include the substance of this clause, including this paragraph (g), in any subcontract that exceeds \$150,000 or the threshold specified in FAR 3.808, whichever is greater.

52.203-13 Contractor Code of Business Ethics and Conduct (11/2021) (Applicable if this Order exceeds \$6,000,000 and the performance period is 120 days or more. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)**52.203-14 Display of Hotline Poster(s) (11/2021)**

(Applicable if this Order exceeds \$6,000,000 unless the subcontract is for a commercial product or commercial service OR is performed entirely outside of the United States. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document)

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (1/2017)

(The language of this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

52.204-2 Security Requirements. (3/2021) (Applicable in all solicitations and subcontracts when the Seller may require access to classified information that is "Confidential", "Secret", or "Top Secret". Excluding any reference to the Changes clause in the prime contract).**52.204-9 Personal Identity Verification of Contractor Personnel. (1/2011)**

(The substance of this clause is applicable in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.)

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- 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (11/2021) Applicable in all subcontracts, 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. (When applicable, the language of this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)
- 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (12/2023) (The language of this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)
- 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (11/2021) (The Seller shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunication equipment or services”. By accepting this Purchase Order, Seller represents that it DOES NOT use covered telecommunications equipment or services, or use any equipment system, or service that uses covered telecommunications equipment or services, AND, WILL NOT provide covered telecommunications equipment or services to BUYER and/or the U.S. Government in the performance of this contract, subcontract, or other contractual instrument.
- If the Seller does use covered telecommunications equipment or services OR will provide covered telecommunication equipment or services, then disclosure must be made through BUYER per 52.204-24(e).)
- 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (11/2021) (The language of this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)
- 52.204-26 Covered Telecommunications Equipment or Services-Representation (10/2020) (The Seller shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunication equipment or services”. By accepting this Purchase Order, Seller represents it does not provide covered telecommunications equipment or services as a part of its offered products or services to BUYER or the U.S. Government in the performance of any contract, subcontract, or other contractual instrument AND that Seller does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment services.)
- 52.204-27 Prohibition on a ByteDance Covered Application (6/2023)
- 52.204-29 Federal Acquisition Supply Chain Security Act Orders – Representation and Disclosures (12/2023) (Seller represents by submission of an offer that it has conducted a reasonable inquiry, and that the Seller does not propose to provide or use in response to the solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued).
- 52.204-30 Federal Acquisition Supply Chain Security Act Orders – Prohibition (12/2023) (Seller, and its subcontractors at any tier, shall not provide or use as part of the performance of the subcontract any covered article or any products or services provided by a source that is prohibited by an applicable FASCSA order. Seller shall notify BUYER within 3 business days of becoming aware of any covered articles, or any products or services produced or provided by a source, that are provided in support of this subcontract, if the covered articles or source is subject to an applicable FASCSA order).
- 52.209-6 Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (1/2025) (a) Definition. “Commercially available off-the-shelf (COTS) item,” as used in this clause--(1) Means any item of supply (including construction material) that is—(i) A commercial product (as defined in paragraph (1) of the definition in FAR 2.101); (ii) Sold in

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substantial quantities in the commercial marketplace; and (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. (b) The Government suspends or debar SUPPLIERS to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the SUPPLIER shall not enter into any subcontract in excess of \$35,000 with a SUPPLIER that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so. (c) The SUPPLIER shall require each proposed subcontractor whose subcontract will exceed \$35,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the SUPPLIER, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, proposed for debarment, or voluntarily excluded by the Federal Government. (d) A corporate officer or a designee of the SUPPLIER shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, proposed for debarment, or voluntarily excluded (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following: (1) The name of the subcontractor. (2) The SUPPLIER's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM. (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM. (4) The systems and procedures the SUPPLIER has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, proposed debarment, or voluntary exclusion. (e) Subcontracts. Unless this is a contract for the acquisition of commercial products or commercial services, the SUPPLIER shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that—(1) Exceed \$35,000 in value; and (2) Is not a subcontract for commercially available off-the-shelf items

52.209-10 Prohibition on Contracting with Inverted Domestic Corporations. (11/2015)

52.211-5 Material Requirements. (8/2000)

52.211-15 Defense Priority and Allocation Requirements. (4/2008) If this Order is a "rated order" as indicated by a DPAS rating elsewhere in this Order, Seller will follow all the provisions of the Defense Priorities and Allocation System Regulations.

52.214-26 Audit and Records-Sealed Bidding. (6/2020) (Applicable if this Order exceeds the threshold for obtaining certified cost or pricing data of \$2,000,000 (or as otherwise listed in 15.403-4(a)(1)) and is awarded by sealed bidding procedures.) (When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause, including paragraph (e), is contained within this document.)

52.214-27 Price Reduction for Defective Certified Cost or Pricing Data – Modifications – Sealed Bidding. (Class Deviation 2022-O0001) (10/2021) In paragraph (d), the term "Contracting Officer" does not change. Seller shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed in the FAR.

52.214-28 Subcontractor Certified Cost or Pricing Data — Modifications — Sealed Bidding. (Class Deviation 2022- O0001) (10/2021) Applicable if at the time the Order was entered into, it exceeded the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1). (When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause, including paragraph (d), is contained within this document.)

52.215-2 Audit and Records — Negotiation.* (6/2020) (Applicable in all subcontracts that exceed the simplified acquisition threshold and (1) are cost-reimbursable, incentive, time-and-materials, labor hour, or price-redeterminable type or any combination of these; (2) for which certified cost or pricing data are required; or (3) that require the subcontractor to furnish reports as discussed in paragraph (e) of this clause. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause, including paragraph (g), is contained within this document.)

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- 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data. (8/2011) (Applicable to Orders for which it is contemplated cost or pricing data will be required.) In paragraph (c) the term “Contracting Officer” does not change. Seller shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed in the FAR.
- 52.215-11 Price Reduction for Defective Certified Cost of Pricing Data — Modifications. (Class Deviation 2022-00001) (10/2021) (Applicable to Orders for which it is contemplated cost or pricing data will be required for modifications and the Order includes FAR 52.215-10.) In paragraph (d), the term “Contracting Officer” does not change. Seller shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed in the FAR.
- 52.215-12 Subcontractor Certified Cost or Pricing Data. (Class Deviation 2022-00001) (10/2021) Applicable if the Order, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1). When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)
- 52.215-13 Subcontractor Certified Cost or Pricing Data — Modifications. (Class Deviation 2022-00001) (10/2021) Applicable if the Order, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1). When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause, including paragraph (d), is contained within this document.)
- 52.215-14 Integrity of Unit Prices. (11/2021) Alt. I (10/1997) (Applicable, except for paragraph (b), if this Order exceeds the simplified acquisition threshold in FAR 2.101, is for commercial products or commercial services, or when supplies are not required) When applicable, this clause, less paragraph (b), is hereby flowed down as if the language of the clause is contained within this document.)
- 52.215-15 Pension Adjustments and Asset Reversions. (10/2010) Applicable in solicitations and purchase orders for which it is anticipated that cost or pricing data will be required or for which any pre-award or post-award cost determination will be subject to FAR Part 31. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.
- 52.215-16 Facilities Capital Cost of Money. (6/2003)
- 52.215-18 Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions. (7/2005) Applicable in solicitations and purchase orders for which it is anticipated that cost or pricing data will be required or for which any pre-award or post-award cost determination will be subject to FAR Part 31. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.
- 52.215-19 Notification of Ownership Changes. (10/1997) Applicable in solicitations and purchase orders for which it is anticipated that cost or pricing data will be required or for which any pre-award or post-award cost determination will be subject to FAR Part 31. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.
- 52.215-23 Limitation on Pass-Through Charges. (6/2020) Applicable in solicitations and purchase orders for Department of Defense efforts which exceed or are anticipated to exceed the threshold for obtaining cost or pricing data (currently \$2 Million) on the date of award and when none of the exceptions of FAR 15.408(n)(2)(i)(B)(2) apply to the subcontract award. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.
- 52.219-8 Utilization of Small Business Concerns. (1/2025), (Applicable only if this Order offers further subcontracting opportunities).
- 52.219-9 & Alt. II Small Business Subcontracting Plan. (1/2025) (Applicable to Large Business concerns if this Order offers further subcontracting opportunities and exceeds \$750,000. This is not applicable if the Seller is a Small Business Concern, is a foreign corporation, if this subcontract is entirely for commercial products

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or commercial services, if this subcontract is for personal services, or if the subcontract will be performed entirely outside of the United States.)

52.219-16 Liquidated Damages — Subcontracting Plan. (9/2021)

52.222-1 Notice to the Government of Labor Disputes. (2/1997)

52.222-4 Contract Work Hours and Safety Standards — Overtime Compensation. (5/2018) Applicable if this Order requires employment of laborers or mechanics. When applicable, paragraphs (a) through (d) is hereby flowed down as if the language of the clause is contained within this document and the subcontractor is responsible for same at any lower-tier subcontractor. In addition, BUYER may withhold or recover from the Seller any sums the Contracting Officer withholds or recovers from BUYER because of a violation of a provision of this clause by the Seller or Seller's subcontractor.

52.222-20 Contracts for Materials, Supplies, Articles and Equipment (6/2020) (Applicable when the threshold as listed in FAR 22.602 (\$15,000) is exceeded or may exceed at the time of award)

52.222-35 Equal Opportunity for Veterans. (6/2020) (Applicable if the Order is for \$150,000 or more.)

52.222-36 Equal Opportunity for Workers with Disabilities. (6/2020) Applicable if this Order exceeds \$15,000. Paragraph (b)(2) is revised to delete "provided by or through the Contracting Officer" and insert "provided upon request by the Contracting Officer through the BUYER's Purchasing Representative."

52.222-37 Employment Reports on Veterans. (6/2020) (Applicable if the clause at 52.222-35 is applicable.)

52.222-40 Notification of Employee Rights under the National Labor Relations Act. (12/2010) (Applicable in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009.) When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.

52.222-50 Combating Trafficking In Persons (10/2025) Paragraph (h) of this clause is applicable to portions of the subcontract that are for supplier, other than commercially off-the-shelf items, acquired outside of the United States, or services to be performed outside the United States; and has an estimated value that exceeds \$700,000. If paragraph (h) is applicable, the Seller shall submit a certification to the BUYER prior to award of the subcontract and annually thereafter. Certification shall cover the items listed in paragraph (h)(5) of this clause.

52.222-54 Employment Eligibility Verification. (1/2025) (Applicable in subcontracts for Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item or an item that would be a COTS item, but for minor modifications, performed by the COTS provider, and are normally provided for that COTS item; or Construction services; AND has a value of \$3,500 or more; AND includes work performed in the United States.)

52.223-3 Hazardous Material Identification and Material Safety Data. (2/2021) (Applicable in solicitations and subcontracts that require the delivery of hazardous materials as defined in FAR 23.301.)

52.223-5 Pollution Prevention and Right-to-Know Information. (5/2024)

52.223-7 Notice of Radioactive Materials. (1/1997) (Applicable in subcontracts or radioactive materials meeting paragraph (a) of this clause. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons. (5/2024)

52.224-2 Privacy Act. (4/1984) (Applicable in all subcontracts which requires the design, development, or operation of such a system of records.)

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- 52.225-8 Duty Free Entry. (10/2025) (Applicable when supplies on this subcontract will be imported into the customs territory of the United States. When applicable, the substance of this clause is hereby flowed down as if the language of the clause is contained within this document.)
- 52.225-13 Restrictions on Certain Foreign Purchases. (2/2021) (The language of this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)
- 52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran – Representation and Certifications. (6/2020)
- 52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (5/2024) (Applicable in solicitations and subcontracts that exceed the micro-purchase threshold, as defined in FAR 2.101, at the time of subcontract award)
- 52.227-1 Authorization and Consent. (6/2020) (Applicable for all subcontracts that exceed the simplified acquisition threshold. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. (6/2020) (Applicable if the Order is expected to exceed the simplified acquisition threshold. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)
- 52.227-3 Patent Indemnity. (4/1984)
- 52.227-9 Refund of Royalties. (4/1984) (Applicable if the amount of royalties reported during negotiation of the subcontract exceeds \$250. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)
- 52.227-10 Filing of Patent Applications--Classified Subject Matter. (12/2007) (Applicable in subcontracts that cover or are likely to cover classified subject matter. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)
- 52.227-11 Patent Rights--Ownership by the Contractor. (5/2014)
- 52.227-13 Patent Rights--Ownership by the Government. (12/2007)
- 52.227-14 Rights in Data - General. (5/2014)
- 52.228-3 Workers' Compensation Insurance (Defense Base Act). (7/2014)
- 52.228-4 Workers' Compensation and War-Hazard Insurance Overseas. (4/1984)
- 52.228-5 Insurance — Work on a Government Installation. (1/1997) (Applicable if this Order requires work on a Government installation. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)
- 52.232-17 Interest. (5/2014)
- 52.232-39 Unenforceability of Unauthorized Obligations (6/2013)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (3/2023)
- 52.233-3 Protest After Award. (8/1996) Under Paragraph (f) of this clause, the BUYER may withhold or recover from Seller any sums the Contracting Officer withholds or recovers from BUYER because of an intentional or negligent misstatement, misrepresentation or mis-certification of the Seller which results in a bid protest being sustained.

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- 52.234-1 Industrial Resources Developed Under Defense Production Act Title III. (9/2016) (This clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)
- 52.236-7 Permits and Responsibilities. (11/1991)
- 52.242-1 Notice of Intent to Disallow Costs. (4/1984)
- 52.242-15 Stop-Work Order. (8/1989) The words “ninety (90) days” are changed to “one hundred (100) days” and the words “thirty (30) days” are changed to “twenty (20) days” wherever they appear.
- 52.244-2 Subcontracts. (6/2020)
- 52.244-5 Competition in Subcontracting. (8/2024)
- 52.244-6 Subcontracts for Commercial Products and Commercial Services. (10/2025) (This clause, except for paragraphs (c)(1)(xi) and (xii), is hereby flowed down as if the language of the clause is contained within this document.)
- 52.245-1 Government Property (9/2021) (When the subcontract is to be performed outside of the United States of America, the words “Government” and “Government-furnished” (wherever they appear in this clause) shall be construed as “United States Government” and “United States Government-furnished”, respectively.)
- 52.245-2 Government Property Installation Operation Services. (4/2012) “Government” means “Government” and/or “BUYER.”
- 52.246-2 Inspection of Supplies – Fixed Price. (8/1996)
- 52.246-26 Reporting Nonconforming Items (8/2024) This clause is applicable in all subcontracts for (1) items subject to higher-level quality standards in accordance with the clause at FAR 52.246-11, Higher-Level Contract Quality Requirement; (2) for items that the SUPPLIER determines to be Critical Items for which the use of this clause is appropriate; or (3) for electronic parts or end items, components, parts, or materials containing electronic parts, whether or not covered in the aforementioned items, if the subcontract exceeds the simplified acquisition threshold and this subcontract is by, or for, the Department of Defense. This clause is not applicable in subcontracts for commercial products or commercial services or for Medical devices that are subject to the Food and Drug Administration reporting requirements at 21 CFR 803. Paragraph (b)(2): Change “60 days” to “45 days”. When applicable, this clause, in its entirety, is hereby flowed down, and must be flowed down in all sub-tier subcontracts, as if the language of the clause is contained within this document.
- 52.247-63 Preference for U.S.-Flag Air Carriers. (1/2025) (Applicable in subcontracts that may involve international air transportation. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)
- 52.248-1 & Alt. I, II, & III Value Engineering. (6/2020) (Applicable if this Order exceeds \$250,000)
- 52.249-2 Termination for Convenience of the Government — Fixed-Price. (4/2012) Paragraph (c): Change “120 days” to “60 days”. Paragraph (d): Plant clearance procedure is omitted. Paragraph (e): The time for submission of the final termination settlement proposal is changed from “1 year” to “6 months” from the effective date of termination. Paragraph (l): The time for submission of a proposal for an equitable adjustment after a partial termination is changed from “90 days” to “45 days” from the effective date of termination.

II. DFARS CLAUSES

- 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies. (1/2023) (Applicable to first-tier subcontractors only if this Order exceeds the simplified acquisition threshold in FAR

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Part 2 and the Prime Contract is not for commercial products, commercial services, or commercial components. "Government" is not changed in this clause.)

- 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (12/2022) (This clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)
- 252.203-7004 Display of Hotline Posters. (1/2023) (Applicable in subcontracts exceeding \$6,000,000) (When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)
- 252.204-7000 Disclosure of Information. (10/2016)
- 252.204-7003 Control of Government Personnel Work Product (4/1992)
- 252.204-7004 Antiterrorism Awareness Training for Contractors (1/2023) (Applicable in subcontracts, including subcontracts for commercial products or commercial services, when subcontractor performance requires physical access to a Federally-controlled facility or military installation. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document).
- 252.204-7008 Compliance with Safeguarding Covered Defense Information Controls (10/2016) Replace "Contracting Officer" with "BUYER"
- 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (5/2024) (Applicable in subcontracts for operationally critical support or for which subcontract performance will involve covered defense information, including subcontracts for commercial products or commercial services, without alteration, except to identify the parties. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.) SUBCONTRACTORS NOT COMPLIANT WITH DFARS 252.204-7012 SHALL NOT STORE, SEND, RECEIVE OR CREATE ANY COVERED DEFENSE INFORMATION (CDI) OR CONTROLLED UNCLASSIFIED INFORMATION (CUI) ON SUBCONTRACTOR'S COVERED INFORMATION SYSTEMS INCLUDING DIGITAL PHOTOGRAPHS OR COPIES. SUBCONTRACTORS SHALL REPORT ANY BREACH OF DFARS REQUIREMENT TO BUYER WITHIN TWENTY-FOUR (24) HOURS OF ANY BREACH OR POTENTIAL BREACH OF THIS PROTOCOL. Subcontractor must notify SUPPLIER when submitting a request to vary from a NIST SP 800-171 security requirement, in accordance with paragraph (b)(2)(ii)(B) of this clause. Subcontractor must provide the incident report number, automatically assigned by DoD, to the SUPPLIER as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause. CLASS DEVIATION 2024-O0013 – All new solicitations and contracts as of May 2, 2024, shall adhere to this Class Deviation until otherwise rescinded or a revision to 252.204-7012 occurs. Subcontractors shall adhere to Rev 2 of NIST SP 800-171 rather than the revision of NIST SP 800-171 in effect at the time the solicitation is issued.
- 252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (1/2023) (Applicable in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services. This clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)
- 252.204-7019 Notice of NIST SP 800-171 DoD Assessment Requirements (11/2023) (Applicable for any subcontractor that has access to, processes, stores, or transmits Controlled Unclassified Information, CUI. This clause must be flowed down to all subcontractors at all tiers)
- 252.204-7020 NIST SP 800-171 Assessment Requirements (11/2023) (Applicable for any subcontractor that has access to, processes, stores, or transmits Controlled Unclassified Information, CUI. This clause must be flowed down to all subcontractors at all tiers)
- 252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material. (12/1991) (Applicable in solicitations and subcontracts wherein the purchase contains precious metals, defined as silver, gold,

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platinum, palladium, iridium, rhodium, or ruthenium. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

- 252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism. (5/2019)
- 252.211-7003 Item Unique Identification and Valuation. (1/2023)
- 252.215-7010 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. (5/2024)
- 252.219-7003 Small Business Subcontracting Plan (DoD Contracts). (12/2019) (Applicable to Orders over \$750,000 when the subcontract is issued to a Large Business).
- 252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements. (1/2023)
- 252.223-7001 Hazard Warning Labels. (12/1991)
- 252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials - Basic. (9/2014) (Applicable in subcontracts (at any tier) that require, may require, or permit a subcontractor to access a U.S.G. Department of Defense installation, at any subcontract tier.)
- 252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives. (11/2023) (a) Definition. "Arms, ammunition, and explosives (AA&E)," as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD Manual 5100.76, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives. (b) The requirements of DoD Manual 5100.76 apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the SUPPLIER as Government-furnished property under this contract: Nomenclature: [to be updated if identified in the Prime Contract] NSN: [to be updated if identified in the Prime Contract] Sensitivity/Category: [to be updated if identified in the Prime Contract] (c) The SUPPLIER shall comply with the requirements of DoD Manual 5100.76, as specified in the statement of work. The edition of DoD Manual 5100.76 in effect on the date of issuance of the solicitation for this contract shall apply. (d) The SUPPLIER shall allow representatives of the Defense Counterintelligence and Security Agency (DCSA), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract. (e) The SUPPLIER shall notify the cognizant DCSA field office of any subcontract involving AA&E within 10 days after award of the subcontract. (f) The SUPPLIER shall ensure that the requirements of this clause are included in all subcontracts, at every tier (1) For the development, production, manufacture, or purchase of AA&E; or (2) When AA&E will be provided to the subcontractor as Government-furnished property. (g) Nothing in this clause shall relieve the SUPPLIER of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.
- 252.225-7000 Buy American — Balance of Payments Program Certificate - Basic. (2/2024)
- 252.225-7001 Buy American and Balance of Payments Program - Basic. (2/2024)
- 252.225-7002 Qualifying Country Sources as Subcontractors. (3/2022)
- 252.225-7003 Report of Intended Performance Outside the United States and Canada -- Submission with Offer. (10/2025) (The First-Tier Subcontractor must advise BUYER if it intends to perform any of the work of the subcontract outside of the United States or Canada, which exceeds \$750,000 in value.)
- 252.225-7004 Report of Intended Performance Outside the United States and Canada — Submission after Award. (7/2024) The First-Tier Subcontractor must advise BUYER if it intends to perform any of the work of the subcontract outside of the United States or Canada, which exceeds \$750,000 in value. Paragraphs

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(c)(4) and (c)(5) are omitted. Seller shall provide reports to the BUYER in substantially the form prescribed in the DFARS.

252.225-7007 Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies (12/2018)

252.225-7008 Restriction on Acquisition of Specialty Metals. (3/2013)

252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals. (1/2023) (Applicable in all subcontracts, including subcontracts for commercial products, that are for items containing specialty metals, as defined in this clause. When applicable, paragraphs (a) through (c) and paragraph (e)(2) are flowed down as if the language of each paragraph are contained within this document.)

252.225-7010 Commercial Derivative Military Article – Specialty Metals Compliance Certificate. (7/2009)

252.225-7012 Preference for Certain Domestic Commodities. (4/2022)

252.225-7013 Duty-Free Entry. (8/2025) The BUYER will seek to obtain from the U.S. Government duty-free entry certificates and afford such assistance as appropriate to obtain the duty-free entry of eligible products or qualifying country end products or components. When importing eligible products, qualifying country end products/components into the customs territory of the United States, to help facilitate duty-free entry, (1) Seller's shipping documents shall bear the notation specified in paragraph (e) of this clause, and (2) Seller shall request from BUYER the information as listed in paragraph (j)(2) of this clause.

252.225-7015 Restriction on Acquisition of Hand or Measuring Tools. (6/2005)

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings. (1/2023) (Applicable in subcontracts for items that contain roller bearings. Not applicable for commercial products or items that do not contain ball or roller bearings. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

252.225-7025 Restriction on Acquisition of Forgings. (12/2009) (Applicable in subcontracts for forging items or for other items that contain forging items. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate. (12/2006)

252.225-7033 Waiver of United Kingdom Levies. (4/2003) (Applicable in subcontracts for supplies where a lower-tier subcontract exceeding \$1 Million with a U.K. firm is anticipated. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

252.225-7040 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States. (10/2023) (Applicable when subcontractor personnel are supporting U.S. Armed Forces deployed outside of the United States in (1) Contingency Operations; (2) Peace operations consistent with Joint Publication 3-07.3; or (3) Other military operations or military exercises, when designated by Combatant Commander or as directed by the Secretary of Defense. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

252.225-7048 Export-Controlled Items (6/2013)

252.225-7052 Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten (5/2024) (Applicable at all tiers unless an exception of paragraph (c) of this clause applies. This clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document).

252.225-7055 Representation Regarding Business Operations with the Maduro Regime (5/2022) (By submission of an offer, Seller represents that it DOES NOT have any business operations with an authority

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of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the U.S. Government)

- 252.225-7056 Prohibition Regarding Business Operations with the Maduro Regime (1/2023) (This clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document).
- 252.225-7059 Prohibition on Certain Procurements From the Xinjiang Uyghur Autonomous Region – Certification (6/2023) (By submission of an offer, Seller certifies that it HAS made a good faith effort to determine that forced labor from XUAR was not or will not be used in the performance under the associated subcontract.)
- 252.225-7060 Prohibition on Certain Procurements From the Xinjiang Uyghur Autonomous Region (6/2023) (This clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document).
- 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises And Native Hawaiian Small Business Concerns. (1/2023) (Applicable if this Order exceeds \$500,000)
- 252.227-7013 & Alt. I Rights in Technical Data – Other Than Commercial Products and Commercial Services. (8/2025) “[T]o the Contractor” is deleted from (c)(1)(vi) and “contract or” and “thereunder” is deleted from (c)(1)(ix). “BUYER or” is added before “Government” in (d) and (j). The second and third occurrences of “Contracting Officer” are changed to “Government” in (f)(4) “And the Government” is added after “parties” in (i)(1). In (i)(2) “sixty (60)” is changed to “fifty (50)” days. No substitutions for “Government” are made.
- 252.227-7014 Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation. (8/2025) “[T]o the Contractor” is deleted from (c)(1)(iii) and “contract or” and “thereunder” is deleted from (c)(1)(vi). “BUYER or” is added before “Government” in (j). The second and third occurrences of “Contracting Officer” have been changed to “Government” in (f)(4). “And the Government” is added after “parties” in (i)(1). In (i)(2) “sixty (60)” is changed to “fifty (50)” days. No substitutions for “Government” are made.
- 252.227-7015 Technical Data -- Commercial Products and Commercial Services. (1/2025)
- 252.227-7016 Rights in Bid or Proposal Information. (1/2023) No substitutions for “Government” or “Contracting Officer” are made. This clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document. This clause is required to be flowed down to subcontractors at all levels.
- 252.227-7019 Validation of Asserted Restrictions — Computer Software. (1/2025) “BUYER’s Purchasing Representative” is substituted for “Contracting Officer” in paragraph (b), otherwise no substitutions are made for “Contracting Officer” or “Government.” In paragraphs (f)(5) and (f)(6) “the prime contract” is substituted for “this contract.” This clause is required to be flowed down to subcontractors at all levels that are furnishing computer software for U.S. Government end use.
- 252.227-7025 Limitations On The Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. (1/2025)
- 252.227-7027 Deferred Ordering of Technical Data or Computer Software. (4/1988)
- 252.227-7030 Technical Data — Withholding of Payment. (3/2000) “BUYER” is substituted for “Contracting Officer” in paragraph (a). In paragraph (b), “or BUYER” is added after “Government.”
- 252.227-7037 Validation of Restrictive Markings on Technical Data. (1/2025) In paragraph (b), “Contractor’s” remains in the clause with a lower case “c.” In paragraphs (c) and (d)(1), “hereunder” is inserted after “subcontract.” In paragraphs (f) and (g)(2)(i), change “this contract” to “the prime contract,” and in paragraph (i), change “a contract” to “the prime contract.” No substitutions for “Government” or “Contracting Officer” are made. This clause is required to be flowed down to subcontractors at all levels that are delivering technical data.

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252.231-7000 Supplemental Cost Principles. (12/1991)

252.235-7003 Frequency Authorization. (3/2014) (Applicable to subcontractors for development, production, construction, testing, or operation of a device for which a radio frequency is required. This clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

252.236-7000 Modification Proposals — Price Breakdown. (12/1991)

252.243-7001 Pricing of Contract Modifications. (12/1991)

252.244-7000 Subcontracts for Commercial Items (11/2023) (This clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

252.245-7005 Management and Reporting of Government Property. (1/2024)

252.246-7003 Notification of Potential Safety Issues. (1/2023) (Applicable to subcontractors for parts identified as safety items, systems and subsystems, assemblies, and subassemblies integral to system, or repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (1/2023) (Applicable when electronic parts or assemblies containing electronic parts are provided, including subcontracts for commercial products). (When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

252.246-7008 Sources of Electronic Parts (1/2023) (Applicable when electronic parts or assemblies containing electronic parts are provided, including subcontracts for commercial products, unless the subcontractor is the original manufacturer). (When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

252.247-7023 Transportation of Supplies by Sea - Basic. (10/2024) (Applicable in subcontracts that exceed the simplified acquisition threshold, as defined in FAR 2.101, and when transporting products as described in paragraph (c)(2) of this clause. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

III. ADDITIONAL FAR/DFARS CLAUSES

BUYER reserves the right to add FAR/DFARS clauses and other contract terms in Section III of the subject Terms and Conditions in addition to any special provisions that may be required to be flowed down from its customer.