

## ADDITIONAL STANDARD TERMS AND CONDITIONS

**SPECIAL U.S. GOVERNMENT PROVISIONS.** The provisions set forth hereunder shall apply in addition to those terms in the Purchase Order/Agreement (hereinafter "AGREEMENT") or attached/referenced in the AGREEMENT and incorporated by reference. Seller hereby agrees to flow down the applicable FAR, DFARS, or other agency clauses to its lower-tier subcontractors as required.

1. **Audits.** Seller agrees that its books and records and its plans or any such part thereof as may be engaged in the performance of this AGREEMENT, shall at all reasonable times be subject to inspection and audit by any person designated by the head of any executive department of the U. S. Government or any representative of Buyer.

2. **Quality Control.** Except as otherwise provided in this AGREEMENT, Seller's system of Quality Control during the performance of this AGREEMENT shall be in accordance with the specifications as are required by Buyer's prime contract or higher tier AGREEMENT.

3. **Modification.** Seller agrees it will negotiate AGREEMENT modification(s) in good faith to incorporate additions, deletions, and changes to the clauses set forth below if Buyer deems them necessary to comply with Buyer's Contract or modifications to Buyer's Contract. If any such modification to this Purchase Order causes an increase or decrease in the cost, or the time required for the performance, of any part of the work under this AGREEMENT, an equitable adjustment shall be made pursuant to the "Changes" clause of this Purchase Order. Seller shall proceed immediately to perform this AGREEMENT as changed.

4. **Government/Buyers Property.** Seller shall maintain and administer a program for the maintenance, repair, protection, and preservation of Buyer and Government property in accordance with FAR 52.245-1. Seller assumes risk of and shall be responsible for any loss or damage to Government property except for reasonable wear and tear and except to the extent that such property is incorporated in the Goods delivered under this AGREEMENT. The Buyer or Government makes no warranty, express or implied, with respect to the serviceability and or suitability of property of performance of this AGREEMENT. Any repairs, replacements or refurbishments shall be at the Seller's expense. Upon completion of this Order or at such earlier times as Buyer may request, Seller shall submit, in acceptable form, inventory schedules covering all items of Buyer and Government property pertaining to this AGREEMENT. In addition, upon the request of the Buyer, the Seller may be required to furnish a list of all Buyer and Government property required to support any follow-on requirement. This list shall be in an acceptable format and identify the category, quantity and acquisition cost. To the extent that such use will not interfere with Seller's performance of this or other AGREEMENTS from Buyers, this clause shall not limit the use by the Seller of property to which the Government has title in the production of end items on direct Government Order; however, nothing herein will be deemed to contravene the rights of the Government under FAR 52.245-1.

5. **Clauses.** The following clauses of the FAR, DFARS, or other agency clauses are incorporated herein by reference, as applicable, and made part hereof with the same force and effect as if they were given in full text, including any notes following the clause citations, to this AGREEMENT. The clauses in effect in the Buyer's Contract on the date of this Purchase Order are incorporated by reference and any changes, if necessary, to each such clause, including dates, shall be made to be consistent to the requirements of Buyer's customer. Upon Seller's written request, Buyer's Purchasing Representative will make their full text available. Also, the full text of a FAR, DFARS, or agency clause may be accessed electronically at this addresses: <https://www.acquisition.gov> or <https://www.acq.osd.mil/dpap/dars/index.html>. In all clauses listed herein, terms shall be revised to suitably identify the party to establish Seller's obligations to Buyer and to the Government; and to enable Buyer to meet its obligations under its prime contract. Whenever said clauses include a requirement for the resolution of disputes between the Parties in accordance with the FAR "Disputes" clause, the dispute shall instead be disposed of in accordance with the clause entitled "Disputes/Claims" in the Standard General Terms and Conditions for Goods & Services. Without limiting the generality of the foregoing, and except where further clarified or modified below, the term "Government" and equivalent phrases shall mean "Buyer", the term "Contracting Officer" shall mean "Buyer's Purchasing Representative", the term "Contractor" or

“Offeror” shall mean “Seller”, “Subcontractor” shall mean “Seller’s Subcontractor” under this AGREEMENT, and the term “Contract” shall mean this “AGREEMENT”. For the avoidance of doubt, the words “Government” and “Contracting Officer” do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or duly authorized representative, such as in FAR 52.227-1 and FAR 52.227-2 and (2) when title to property is to be transferred directly to the Government. Nothing in this AGREEMENT grants Seller a direct right of action against the Government. If any of the following FAR, DFARS, or agency clauses do not apply to this AGREEMENT, such clauses are considered to be self-deleting. Seller shall incorporate into each lower tier contract issued in support of this AGREEMENT all applicable FAR, DFARS, or agency clauses in accordance with the flow down requirements specified in such clauses, either verbatim, or in substance and by incorporation-by-reference or otherwise as appropriate.

6. FAR and DFARS Representations and Certifications. Buyer and Seller acknowledge that certain FAR and DFARS below concern representations and certifications by the offeror only to the United States Government for the solicitation or response to the RFP. Seller agrees to comply with such requirements as if it was the prime contractor and will reasonably assist Buyer in confirming or answering such FAR and DFARS representations and certifications, including any follow-on questions by the United States Government or its respective agencies or departments. 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.

<b>Regulatory Cite</b>	<b>Title</b>
<a href="#">52.202-1 (JUN 2020)</a>	Definitions
<a href="#">52.203-3 (APR 1984)</a>	Gratuities
<a href="#">52.203-5 (MAY 2014)</a>	Covenant Against Contingent Fees
<a href="#">52.203-6 (JUN 2020)</a>	Restrictions on Subcontractor Sales to the Government
<a href="#">52.203-7 (JUN 2020)</a>	Anti-Kickback Procedures
<a href="#">52.203-8 (MAY 2014)</a>	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
<a href="#">52.203-10 (MAY 2014)</a>	Price or Fee Adjustment for Illegal or Improper Activity
<a href="#">52.203-11 (SEP 2007)</a>	Certification and Disclosure Regarding Payments to Certain Federal Transactions
<a href="#">52.203-12 (JUN 2020)</a>	Limitation on Payments to Influence Certain Federal Transactions
<a href="#">52.203-13 (NOV 2021)</a>	Contractor Code of Business Ethics and Conduct
<a href="#">52.203-14 (NOV 2021)</a>	Display of Hotline Poster(s)
<a href="#">52.203-15 (JUNE 2010)</a>	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009
<a href="#">52.203-16 (JUN 2020)</a>	Preventing Personal Conflicts of Interest
<a href="#">52.203-17 (JUN 2020)</a>	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
<a href="#">52.203-18 (JAN 2017)</a>	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation
<a href="#">52.203-19 (JAN 2017)</a>	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
<a href="#">52.204-2 (MAR 2021)</a>	Security Requirements
<a href="#">52.204-10 (JUN 2020)</a>	Reporting Executive Compensation and First-Tier Subcontract Awards
<a href="#">52.204-9 (JAN 2011)</a>	Personal Identity Verification of Contractor Personnel
<a href="#">52.204-21 (NOV 2021)</a>	Basic Safeguarding Of Covered Contractor Information Systems
<a href="#">52.204-23 (NOV 2021)</a>	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.
<a href="#">52.204-25 (NOV 2021)</a>	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
<a href="#">52.209-6 (NOV 2021)</a>	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
<a href="#">52.211-5 (AUG 2000)</a>	Material Requirements
<a href="#">52.211-15 (APR 2008)</a>	Defense Priority And Allocation Requirements
<a href="#">52.215-2 (JUN 2020)</a>	Audit and Records-Negotiation
<a href="#">52.215-10 (AUG 2011)</a>	Price Reduction for Defective Certified Cost or Pricing Data

<a href="#">52.215-11 (JUN 2020)</a>	Price Reduction for Defective Certified Cost or Pricing Data-Modifications
<a href="#">52.215-11, DEVIATION 2022-O0001 (OCT 2021)</a>	Price Reduction for Defective Certified Cost or Pricing Data-Modifications (DEVIATION 2022-O0001).
<a href="#">52.215-12 (JUN 2020)</a>	Subcontractor Certified Cost or Pricing Data
<a href="#">52.215-13 (JUN 2020)</a>	Subcontractor Certified Cost or Pricing Data-Modifications
<a href="#">52.215-14 (NOV 2021)</a>	Integrity of Unit Prices
<a href="#">52.215-15 (OCT 2010)</a>	Pension Adjustments and Asset Reversions
<a href="#">52.215-16 (JUN 2003)</a>	Facilities Capital Cost of Money
<a href="#">52.215-17 (OCT 1997)</a>	Waiver of Facilities Capital Cost of Money
<a href="#">52.215-18 (JUL 2005)</a>	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions
<a href="#">52.215-19 (OCT 1997)</a>	Notification of Ownership Changes
<a href="#">52.215-20 (NOV 2021)</a>	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data
<a href="#">52.215-21 (NOV 2021)</a>	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications
<a href="#">52.215-22 (OCT 2009)</a>	Limitations on Pass-Through Charges- Identification of Subcontract Effort
<a href="#">52.215-23 (JUN 2020)</a>	Limitations on Pass-Through Charges
<a href="#">52.216-7 (AUG 2018)</a>	Allowable Cost and Payment
<a href="#">52.216-8 (JUN 2011)</a>	Fixed Fee
<a href="#">52.216-10 (JUN 2011)</a>	Incentive Fee
<a href="#">52.219-8 (OCT 2018)</a>	Utilization of Small Business Concerns
<a href="#">52.219-9 (NOV 2021)</a>	Small Business Subcontracting Plan
<a href="#">52.219-16 (SEP 2021)</a>	Liquidated Damages--Subcontracting Plan
<a href="#">52.221-1 (OCT 2022)</a>	Buy American-Supplies
<a href="#">52.222-1 (FEB 1997)</a>	Notice to the Government of Labor Disputes
<a href="#">52.222-19 (DEC 2022)</a>	Child Labor-Cooperation with Authorities and Remedies
<a href="#">52.222-20 (JUN 2020)</a>	Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000 (NOTE: (clause was previously titled Walsh-Healey Public Contracts Act)
<a href="#">52.222-21 (APR 2015)</a>	Prohibition of Segregated Facilities
<a href="#">52.222-24 (FEB 1999)</a>	Pre-award On-site Equal Opportunity Compliance Evaluation
<a href="#">52.222-26 (SEPT 2016)</a>	Equal Opportunity
<a href="#">52.222-35 (JUN 2020)</a>	Equal Opportunity for Veterans
<a href="#">52.222-36 (JUN 2020)</a>	Equal Opportunity for Workers with Disabilities
<a href="#">52.222-37 (JUN 2020)</a>	Employment Reports on Veterans
<a href="#">52.222-4 (MAY 2018)</a>	Contract Work Hours and Safety Standards - Overtime Compensation
<a href="#">52.222-40 (DEC 2010)</a>	Notification of Employee Rights under the National Labor Relations Act
<a href="#">52.222-41 (AUG 2018)</a>	Service Contract Labor Standards
<a href="#">52.222-50 (NOV 2021)</a>	Combating Trafficking in Persons
<a href="#">52.222-51 (MAY 2014)</a>	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements
<a href="#">52.222-53 (MAY 2014)</a>	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements
<a href="#">52.222-54 (MAY 2022)</a>	Employment Eligibility Verification
<a href="#">52.222-55 (JAN 2022)</a>	Minimum Wages for Contractor Workers Under Executive Order 14026
<a href="#">52.222-56 (OCT 2010)</a>	Certification Regarding Trafficking in Persons Compliance Plan
<a href="#">52.222-62 (JAN 2022)</a>	Paid Sick Leave Under Executive Order 13706
<a href="#">52.223-3 (FEB 2021)</a>	Hazardous Material Identification and Material Safety Data
<a href="#">52.223-11 (JUN 2016)</a>	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons
<a href="#">52.223-18 (JUN 2020)</a>	Encouraging Contractor Policies To Ban Text Messaging While Driving
<a href="#">52.224-2 (APR 1984)</a>	Privacy Act
<a href="#">52.224-3 (JAN 2017)</a>	Privacy Training
<a href="#">52.225-5 (DEC2022)</a>	Trade Agreements

<a href="#">52.225-8 (OCT 2010)</a>	Duty-Free Entry
<a href="#">52.225-13 (FEB 2021)</a>	Restrictions on Certain Foreign Purchases
<a href="#">52.225-19 (MAY 2020)</a>	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States
<a href="#">52.225-20 (AUG 2009)</a>	Prohibition on Conducting Restricted Business Operations in Sudan-Certification
<a href="#">52.225-26 (OCT 2016)</a>	Contractors Performing Private Security Functions Outside The United States
<a href="#">52.227-1 (JUN 2020)</a>	Authorization and Consent
<a href="#">52.227-2 (JUN 2020)</a>	Notice and Assistance Regarding Patent and Copyright Infringement
<a href="#">52.227-9 (APR 1984)</a>	Refund of Royalties
<a href="#">52.227-10 (DEC 2007)</a>	Filing of Patent Applications-Classified Subject Matter
<a href="#">52.227-11 (MAY 2014)</a>	Patent Rights-Ownership by the Contractor
<a href="#">52.227-13 (DEC 2007)</a>	Patent Rights-Ownership by the Government
<a href="#">52.227-14 (MAY 2014)</a>	Rights in Data-General
<a href="#">52.227-16 (JUN 1987)</a>	Additional Data Requirements
<a href="#">52.228-3 (JUL 2014)</a>	Workers' Compensation Insurance (Defense Base Act)
<a href="#">52.228-4 (APR 1984)</a>	Workers' Compensation and War-Hazard Insurance Overseas
<a href="#">52.228-5 (JAN 1997)</a>	Insurance-Work on a Government Installation
<a href="#">52.230-2 (JUN 2020)</a>	Cost Accounting Standards
<a href="#">52.230-3 (JUN 2020)</a>	Disclosure and Consistency of Cost Accounting Practices
<a href="#">52.230-6 (JUN 2010)</a>	Administration of Cost Accounting Standards
<a href="#">52.232-17 (MAY 2014)</a>	Interest
<a href="#">52.232-20 (APR 1984)</a>	Limitation of Cost
<a href="#">52.232-22 (APR 1984)</a>	Limitation of Funds
<a href="#">52.232-39 (JUN 2013)</a>	Unenforceability of Unauthorized Obligations
<a href="#">52.232-40 (NOV 2021)</a>	Providing Accelerated Payments to Small Business Subcontractors
<a href="#">52.232-7 (NOV 2021)</a>	Payments under Time-and-Materials and Labor-Hour Contracts
<a href="#">52.233-3 (AUG 1996)</a>	Protest After Award
<a href="#">52.234-1 (SEP 2016)</a>	Industrial Resources Developed Under Defense Production Act Title III
<a href="#">52.237-2 (APR 1984)</a>	Protection of Government Buildings, Equipment, and Vegetation
<a href="#">52.239-1 (AUG 1996)</a>	Privacy or Security Safeguards
<a href="#">52.242-1 (APR 1984)</a>	Notice of Intent to Disallow Costs
<a href="#">52.242-1 (APR 1984)</a>	Notice of Intent to Disallow Costs
<a href="#">52.242-13 (JULY 1995)</a>	Bankruptcy
<a href="#">52.242-15 (AUG 1989)</a>	Stop-Work Order
<a href="#">52.243-1 (AUG 1987)</a>	Changes-Fixed Price
<a href="#">52.243-2 (AUG 1987)</a>	Changes-Cost-Reimbursement
<a href="#">52.243-6 (APR 1984)</a>	Change Order Accounting
<a href="#">52.244-2 (JUN 2020)</a>	Subcontracts (i.e., approved purchasing system)
<a href="#">52.244-6 (JAN 2022)</a>	Subcontracts for Commercial Items
<a href="#">52.245-1 (SEP 2021)</a>	Government Property
<a href="#">52.245-1 (SEP 2021)</a> <a href="#">Alternate I (APR 2012)</a>	Government Property Alternate I
<a href="#">52.245-1 (SEP 2021)</a> <a href="#">Alternate II (APR 2012)</a>	Government Property Alternate II
<a href="#">52.246-2 (AUG 1996)</a>	Inspection of Supplies-Fixed-Price
<a href="#">52.246-3 (MAY 2001)</a>	Inspection of Supplies-Cost-Reimbursement
<a href="#">52.246-4 (AUG 1996)</a>	Inspection of Services-Fixed-Price
<a href="#">52.246-5 (APR 1984)</a>	Inspection of Services-Cost-Reimbursement
<a href="#">52.246-26 (NOV 2021)</a>	Reporting Nonconforming Items
<a href="#">52.247-63 (JUNE 2003)</a>	Preference For U.S.-Flag Air Carriers
<a href="#">52.247-64 (NOV 2021)</a>	Preference for Privately Owned U.S.-Flag Commercial Vessels
<a href="#">52.248-1 (JUN 2020)</a>	Value Engineering
<a href="#">52.249-1 (APR 1984)</a>	Termination for Convenience of the Government (Fixed-Price) (Short Form)
<a href="#">52.249-2 (APR 2012)</a>	Termination for Convenience of the Government (Fixed Price)

<a href="#">52.249-4 (APR 1984)</a>	Termination for Convenience of the Government (Services) (Short Form)
<a href="#">52.249-6 (MAY 2004)</a>	Termination (Cost-Reimbursement)
<a href="#">252.203-7001 (DEC 2008)</a>	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies
<a href="#">252.203-7002 (SEP 2013)</a>	Requirement to Inform Employees of Whistleblower Rights
<a href="#">252.203-7004 (AUG 2019)</a>	Display of Hotline Posters
<a href="#">252.204-7000 (OCT 2016)</a>	Disclosure of Information
<a href="#">252.204-7004 (FEB 2019)</a>	Level I Antiterrorism Awareness Training for Contractors
<a href="#">252.204-7009 (JAN 2023)</a>	LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION
<a href="#">252.204-7012 (DEC 2019)</a>	Safeguarding Covered Defense Information and Cyber Incident Reporting
<a href="#">252.204-7018 (JAN 2021)</a>	Prohibition On The Acquisition Of Covered Defense Telecommunications Equipment Or Services
<a href="#">252.204-7020 (MAR 2022)</a>	NIST SP 800-171 DOD Assessment Requirements
<a href="#">252.208-7000 (DEC 1991)</a>	Intent to Furnish Precious Metals as Government-Furnished Material
<a href="#">252.209-7004 (MAY 2019)</a>	Subcontracting with Firms that are Owned or Controlled by the Gov't of a Terrorist Country
<a href="#">252.211-7003 (MAR 2022)</a>	Item Unique Identification And Valuation
<a href="#">252.211-7007 (MAR 2022)</a>	Reporting of Government-Furnished Property
<a href="#">252.215-7002 (DEC 2012)</a>	Cost Estimating System Requirements
<a href="#">252.215-7002 (DEC 2012)</a>	Cost Estimating System Requirements
<a href="#">252.219-7003 (DEC 2019)</a>	Small Business Subcontracting Plan (DOD Contracts)-Basic
<a href="#">252.222-7000 (MAR 2000)</a>	Restrictions on Employment of Personnel
<a href="#">252.222-7006 (DEC 2010)</a>	Restrictions on the Use of Mandatory Arbitration Agreements
<a href="#">252.223-7001 (DEC 1991)</a>	Hazard Warning Labels
<a href="#">252.223-7002 (MAY 1994)</a>	Safety Precautions for Ammunition and Explosives
<a href="#">252.223-7003 (DEC 1991)</a>	Change in Place of Performance - Ammunition and Explosives
<a href="#">252.223-7004 (SEP 1988)</a>	Drug Free Work Force
<a href="#">252.223-7006 (SEP 2014)</a>	Prohibition On Storage, Treatment, And Disposal Of Toxic And Hazardous Materials - Basic
<a href="#">252.223-7006 (SEP 2014)</a>	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials
<a href="#">252.223-7006 (SEP 2014) Alternate I (SEP 2014)</a>	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials, Alternate I
<a href="#">252.223-7007 (SEP 1999)</a>	Safeguarding Sensitive Conventional Arms, Ammunition, And Explosives
<a href="#">252.223-7008 (JUN 2013)</a>	Prohibition Of Hexavalent Chromium
<a href="#">252.225-7001 (JUN 2022)</a>	Buy American And Balance Of Payments Program--Basic
<a href="#">252.225-7002 (MAR 2022)</a>	Qualifying Country Sources As Subcontractors
<a href="#">252.225-7004 (OCT 2020)</a>	Report Of Intended Performance Outside The United States And Canada--Submission After Award
<a href="#">252.225-7007 (DEC 2018)</a>	Prohibition on Acquisition of United states Munitions List Items from Communist Chinese Military companies
<a href="#">252.225-7008 (MAR 2013)</a>	Restriction On Acquisition Of Specialty Metals
<a href="#">252.225-7009 (DEC 2019)</a>	Restriction On Acquisition Of Certain Articles Containing Specialty Metals
<a href="#">252.225-7010 (JUL 2009)</a>	Commercial Derivative Military Article--Specialty Metals Compliance Certificate
<a href="#">252.225-7012 (APR 2022)</a>	Preference For Certain Domestic Commodities
<a href="#">252.225-7013 (MAR 2022)</a>	Duty-Free Entry
<a href="#">252.225-7015 (JUN 2005)</a>	Restriction on Acquisition of Hand or Measuring Tools
<a href="#">252.225-7016 (JAN 2023)</a>	Restriction on Acquisition of Ball and Roller Bearings
<a href="#">252.225-7019 (DEC 2009)</a>	Restriction on Acquisition of Anchor and Mooring Chain
<a href="#">252.225-7021 (JAN 2023)</a>	Trade Agreements
<a href="#">252.225-7025 (DEC 2009)</a>	Restriction On Acquisition Of Forgings
<a href="#">252.225-7028 (APR 2003)</a>	Exclusionary Policies and Practices of Foreign Governments
<a href="#">252.225-7030 (DEC 2006)</a>	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate
<a href="#">252.225-7033 (APR 2003)</a>	Waiver of United Kingdom Levies

<a href="#">252.225-7040 (OCT 2015)</a>	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States
<a href="#">252.225-7043 (JUN 2015)</a>	Antiterrorism/Force Protection for Defense Contractors Outside the United States
<a href="#">252.225-7048 (JUNE 2013)</a>	Export-Controlled Items
<a href="#">252.225-7052 (AUG 2022)</a>	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten
<a href="#">252.226-7001 (APR 2019)</a>	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns
<a href="#">252.227-7000 (OCT 1966)</a>	Non-Estoppel
<a href="#">252.227-7013 (FEB 2014)</a>	Rights in Technical Data—Noncommercial Items
<a href="#">252.227-7014 (FEB 2014)</a>	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
<a href="#">252.227-7015 (FEB 2014)</a>	Technical Data—Commercial Items
<a href="#">252.227-7016 (JAN 2011)</a>	Rights in Bid or Proposal Information
<a href="#">252.227-7017 (JAN 2011)</a>	Identification and Assertion of Use, Release, or Disclosure Restrictions
<a href="#">252.227-7018 (JAN 2023)</a>	Rights in Other Than Commercial Technical Data and Computer Software—Small Business Innovation Research (SBIR) Program
<a href="#">252.227-7019 (SEP 2016)</a>	Validation of Asserted Restrictions—Computer Software
<a href="#">252.227-7025 (MAY 2013)</a>	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends
<a href="#">252.227-7026 (APR 1988)</a>	Deferred Delivery of Technical Data or Computer Software
<a href="#">252.227-7027 (APR 1988)</a>	Deferred Ordering of Technical Data or Computer Software
<a href="#">252.227-7028 (JUN 1995)</a>	Technical Data or Computer Software Previously Delivered to the Government
<a href="#">252.227-7030 (MAR 2000)</a>	Technical Data—Withholding of Payment
<a href="#">252.227-7032 (JUN 1975)</a>	Rights in Technical Data and Computer Software (Foreign)
<a href="#">252.227-7033 (APR 1966)</a>	Rights in Shop Drawings
<a href="#">252.227-7037 (APR 2022)</a>	Validation of Restrictive Markings on Technical Data
<a href="#">252.227-7038 (JUN 2012)</a>	Patent Rights—Ownership by the Contractor (Large Business)
<a href="#">252.227-7039 (APR 1990)</a>	Patents—Reporting of Subject Inventions
<a href="#">252.228-7001 (JUN 2010)</a>	Ground and Flight Risk
<a href="#">252.228-7005 (NOV 2019)</a>	Mishap Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
<a href="#">252.229-7011 (SEP 2005)</a>	Reporting of Foreign Taxes - U.S. Assistance Programs
<a href="#">252.231-7000 (DEC 1991)</a>	Supplemental Cost Principles
<a href="#">252.231-7000 (DEC 1991)</a>	Supplemental Cost Principles
<a href="#">252.234-7002 (MAY 2011)</a>	Earned Value Management System
<a href="#">252.234-7004 (NOV 2014)</a>	Cost and Software Data Reporting System
<a href="#">252.235-7003 (MAR 2014)</a>	Frequency Authorization
<a href="#">252.237-7023 (OCT 2010)</a>	Continuation of Essential Contractor Services
<a href="#">252.239-7010 (JAN 2023)</a>	Cloud Computing Services
<a href="#">252.239-7016 (DEC 1991)</a>	Telecommunications Security Equipment, Devices, Techniques, and Services
<a href="#">252.239-7018 (DEC 2022)</a>	Supply Chain Risk
<a href="#">252.243-7001 (DEC 1991)</a>	Pricing of Contract Modifications
<a href="#">252.244-7000 (JAN 2021)</a>	Subcontracts for Commercial Items
<a href="#">252.245-7001 (APR 2012)</a>	Tagging, Labeling, and Marking of Government-Furnished Property
<a href="#">252.245-7002 (JAN 2021)</a>	Reporting Loss Of Government Property
<a href="#">252.246-7001 (MAR 2014)</a>	Warranty of Data-Basic
<a href="#">252.246-7001 (MAR 2014)</a>	Warranty of Data, Alternate I
<a href="#">Alternate I (MAR 2014)</a>	
<a href="#">252.246-7001 (MAR 2014)</a>	Warranty of Data, Alternate II
<a href="#">Alternate II (MAR 2014)</a>	
<a href="#">252.246-7003 (JAN 2023)</a>	Notification of Potential Safety Issues
<a href="#">252.246-7007 (JAN 2023)</a>	Contractor Counterfeit Electronic Part Detection and Avoidance System
<a href="#">252.246-7008 (JAN 2023)</a>	Sources of Electronic Parts
<a href="#">252.247-7003 (JAN 2023)</a>	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer

<a href="#">252.247-7023 (FEB 2019)</a>	Transportation of Supplies by Sea -- Basic
<a href="#">252.249-7002 (JUN 2020)</a>	Notification of Anticipated Contract Termination or Reduction

**SPECIAL TOOLS AND/OR SPECIAL TEST EQUIPMENT.**

(a) Unless otherwise provided herein, special tools means equipment, dies, jigs, fixtures molds, patterns, taps, gauges, and patterns all components of these items (hereinafter collectively referred to as "Special Tooling"), used in the manufacture of Products shall be furnished by and at the expense of Seller, shall be kept in good condition, and, when necessary, shall be replaced by Seller without expense to Buyer. Special Test Equipment means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing (hereinafter collectively referred to as "Special Test Equipment") in performing this Order.

(b) If the price stated on the face of this Order does include the cost of any Special Tooling and/or Special Test Equipment fabricated or acquired by Seller for the purpose of filling this Order, such Special Tooling and/or Special Test Equipment, and any process sheets related thereto, shall become the property of Buyer and shall be identified by Seller as such. Unless otherwise specified in this Order, Buyer shall make payment for the Special Tooling and/or Special Test Equipment only upon acceptance of the first run of Products fabricated therewith. In the event that any Special Tooling and/or Special Test Equipment becomes the property of Buyer, Seller shall, at its own expense, (i) maintain such Special Tooling and/or Special Test Equipment in proper working order, (ii) be responsible for such Special Tooling and/or Special Test Equipment, and (iii) shall use the same only for the production of Products for Buyer, unless otherwise authorized in writing. Seller shall follow its normal industrial practice in maintaining property control records for such Special Tooling and/or Special Test Equipment, and, when this Order has been completed, such Special Tooling and/or Special Test Equipment shall be disposed of as Buyer may direct.

(c) Seller shall include the substance of this clause in all purchase orders and subcontracts issued by it hereunder.

**EXPORT/IMPORT COMPLIANCE.**

(a) The Parties acknowledge that the Product(s), parts and components thereof, information related thereto (including any designs, drawings, and technical documents; hereinafter referred to as "Technical Data"), and any related assistance rendered (including any Defense Service as defined in 22 C.F.R. 120.9; hereinafter referred to as "Technical Assistance") furnished or disclosed to either Party under this Agreement (collectively, the "Subject Items") are subject to U.S. and/or foreign export laws and regulations (hereinafter "Export Laws and Regulations"), including but not limited to the Arms Export Control Act of 1976 (22 U.S.C. §§ 2751, et seq., the "AECA"), the International Traffic in Arms Regulations (22 C.F.R. 120, et seq., the "ITAR"), the Export Control Reform Act of 2018 (50 U.S.C. §§ 4801, et seq., the "ECRA"), the Export Administration Regulations (15 C.F.R. 731, et seq., the "EAR") and their successors. The relevant Export Laws and Regulations may restrict export, transfer, or re-export of the Subject Items, and further apply to any product(s) manufactured by either Party, its subsidiaries, affiliates, and suppliers, by use of such Technical Data and/or Technical Assistance.

(b) As required for performance of the Order, each Party will be responsible for obtaining, recording, filing, and maintaining any applicable authorization for the transfer of Subject Items and all related documentation, including any licenses and permits, as well as for the payment of associated fees. If Seller is a U.S. entity and is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or the furnishing of defense services (as those terms are defined in the ITAR), Seller represents that it is registered with the Directorate of Defense Trade Controls and maintains an effective trade compliance program in accordance with the ITAR and any other applicable Export Laws and Regulations.

(c) Each Party shall provide appropriate certification to the other Party regarding the export classification of the Subject Items provided to said other party on the United States Munitions List ("USML"), the Commerce Control List ("CCL"), or the applicable country's equivalent thereof.

(d) Neither Party shall give any third-party Foreign Person (as that term is defined in 22 C.F.R. 120.16 and C.F.R. Part 722) access to the Subject Items without prior written consent from the other Party. Any request for such consent must state the intended recipient's citizenship(s) and status under 8 U.S.C. § 1324b(a)(3), reason for access to the Subject Item(s), and such other information as such Party may reasonably request. No consent granted hereunder shall relieve the Parties of their respective obligations to comply with the provisions of the applicable Export Laws and Regulations or this clause, nor shall any such consent constitute a waiver of the requirements of this clause or consent for either Party to violate any provision of the Export Laws and Regulations.

(e) Specially Designated Nationals. Neither Party shall export, re-export, or transfer any Subject Items to any U.S. Government-designated Specially Designated National or other restricted party (collectively, "Restricted Parties"), including any country, government, or entity subject to U.S. economic sanctions, persons or entities owned or controlled by any Restricted Party, and any export-restricted country or debarred party designated by the relevant U.S. Government agency.

(f) Subcontracts. The substance of this clause shall be incorporated into any lower-tier subcontract or purchase order entered into by Seller for the performance of any part of the work under this Order.

#### **ADVERTISING, ANNOUNCEMENTS AND NEWS RELEASES.**

Except as required by law, Seller shall not, and shall require that its Suppliers at any tier shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish or issue any news release or make any public announcements or denial or confirmation of same concerning the fact that Seller has furnished or contracted to furnish Buyer the Products herein mentioned. Seller shall include the substance of this clause in all purchase orders and subcontracts issued by it hereunder and shall be responsible to Buyer for any breach of such obligation by any subcontractor.

#### **COUNTERFEIT PARTS PREVENTION.**

(a) For purposes of this Order, "Counterfeit Part" means a product or separately- identifiable component that: (i) is produced or altered to resemble or imitate an original or genuine product or new item without the authority or right to do so; (ii) does not contain the proper external or internal materials or components required by the original equipment manufacturer or original component manufacturer (collectively, "OEM"), nor constructed in accordance with the OEM's specification; (iii) are not traceable to an OEM sufficient to ensure authenticity in the OEM design or manufacture; (iv) has not successfully passed all OEM required testing, verification, screening, and quality control processes; or (v) may be of new manufacture, but are misleadingly labeled to provide the impression they are of a different class or quality or from a different source than is actually the case. A part is a suspect Counterfeit Part if visual inspection, testing, or other information provide reason to believe that the part may be a Counterfeit Part.

(b) Seller represents that only new and authentic materials are used in Products to be delivered to Buyer under this Order and that the Products delivered contain no Counterfeit Parts or suspect Counterfeit Parts.

(c) Seller shall only purchase products to be delivered or incorporated as Products to Buyer directly from the OEM, or through an OEM authorized distributor chain. Such products shall not be acquired from independent distributors or brokers unless approved in advance in writing by Buyer. Seller must make available to Buyer, at Buyer's request, OEM documentation that authenticates traceability of the components to the applicable OEM.

(d) If this Order is issued under a U.S. Government contract and Seller is providing electronic parts or assemblies containing electronic parts to Buyer, then DFARS Clauses 252.246-7007, Contractor Counterfeit Electronic Part Detection and Avoidance System and 252.246.7008, Sources of Electronic Parts, are hereby incorporated into this Order and Seller shall comply with all requirements contained therein.

(e) Seller shall immediately notify Buyer with the pertinent facts if Seller becomes aware that it has furnished Counterfeit Parts or suspect Counterfeit Parts to Buyer. Seller shall cooperate with Buyer in any investigation relating to such Counterfeit Parts or suspect Counterfeit Parts, including the impounding by Buyer or government agencies of the Counterfeit Parts or suspect Counterfeit Parts for purposes of investigation.

(f) This clause applies in addition to any quality provision, specification, statement of work or other provision included in this Order addressing the authenticity of Products. To the extent such provisions conflict with this clause, this clause shall prevail.

(g) In the event that Products delivered under this Order constitutes or includes Counterfeit Parts or suspect Counterfeit Parts, Seller shall, at its expense, promptly replace such Products so as to conform to the requirements of this Order. Notwithstanding any other provision in this Order, Seller shall be liable for all costs relating to Counterfeit Parts or suspect Counterfeit Parts and the cost of rework or corrective action that may be required to remedy the use or inclusion of such parts, including without limitation Buyer's and Buyer's Customer's costs of removing Counterfeit Parts, of installing replacement Products and of any testing necessitated by the reinstallation of the Products after Counterfeit Parts have been exchanged. All such costs shall be deemed direct damages. The remedies contained in this paragraph are in addition to any remedies Buyer may have at law, equity or under other provisions of this Order.

(h) Seller shall include the requirements of this paragraph or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Products to Buyer.