

If this Order is in connection with a U.S. Government prime contract or subcontract, as indicated on the front page of the Order, in addition to Votaw Precision Technologies, LLC's General Terms and Conditions, the following Supplemental Terms and Conditions shall apply. Buyer is flowing down to Seller certain provisions and clauses from the Federal Acquisition Regulations (FAR) and the Department of Defense FAR Supplement (DFARS), (collectively, "FAR Clauses"). The parties hereby agree to amend these Supplemental Terms and Conditions to include any additional or revised FAR Clauses incorporated in Buyer's Government contract that are applicable to the performance of this Order. Seller shall flow down to its lower-tier subcontractors all applicable FAR Clauses and any other requirements of this Order and applicable law so as to enable and ensure that Buyer and Seller comply with all applicable requirements of Buyer's Government contract. In interpreting and applying FAR Clauses flowed down to Seller, the terms "Contractor" and "Offeror" shall mean Seller, the term "Contract" shall mean this Order, and the term "Government," "United States", "Contracting Officer", "Administrative Contracting Officer", and equivalent phrases shall mean Buyer and/or Buyer's Procurement Representative. In addition, the term "Commercial Item" means a commercial item as defined in FAR 2.101.

These FAR Clauses flowed down by Buyer to Seller may require submission of certificates. All such required representations and certificates made by Seller in connection with these FAR Clauses. including all such certifications submitted by Seller with its offer, are hereby incorporated in this Order by reference. Seller shall with respect to applicable FAR Clauses flowed down, furnish to Buyer (or directly to the Government upon request of Buyer) any certificate required to be furnished by any FAR Clause and any certificate required by any further U.S. law, ordinance, or regulation with respect to Seller's compliance with the terms and provisions of U.S. laws, ordinances, or regulations. As used in this paragraph, the word "certificate" shall include any plan or course of action or record keeping function, as, for example, a small business subcontracting plan for which flow down is required.

Seller shall indemnify and hold Buyer harmless from and against any price reduction in Buyer's Government contract, as well as Buyer's reasonable attorney fees and other direct or indirect costs to defend Government contract claims when said reduction is attributable to the failure of Seller or Seller's subcontractors to properly discharge applicable clauses incorporated by reference in accordance with this provision. In the event that any clause in these Supplemental Term and Conditions is determined to be inconsistent with any clause in the General Terms and Conditions or any "other" term and condition of this Order, the Supplemental Terms and Conditions shall govern unless otherwise agreed to by the parties in writing.

### I. FAR (48 CFR CHAPTER 1) CLAUSES INCORPORATED BY REFERENCE

**Definitions** 

Gratuities

#### A. GENERAL

52.202-1

52.202-3

52.203-5	<b>Covenant Against Contingent Fees</b>
52.203-10	Price or Fee Adjustments for Illegal or Improper Activity
52.203-17	Contractor Employee Whistleblower Rights
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
52.204-2	<b>Security Requirement</b> (applicable if this Order requires access to classified information)
52.204-9	Personal Identity Certification of Contractors (applicable if the Seller will have routine physical access to a federally-controlled facility or routine access to a federally-controlled information system)
52.204-21	Basic Safeguarding of Covered Contractor Information Systems (applicable to all Orders, except for other than commercially available off-the-shelf items, in which Seller may have Federal contract information residing in or transiting through its information system)



Kaspersky Lab Covered Entities  52.204-25  Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (excluding (b)(2))  52.204-27  Prohibition on a ByteDance Covered Application  52.223-3  Hazardous Identification and Management (applicable if involves hazardou "Government" "Government" and But "Go	ards statute or Requirements
52.204-27 Prohibition on a ByteDance Covered Application 52.223-5 Pollution Prevention to-Know Information	f this Order material; means
	n and Right-
52.204-30 Federal Acquisition Supply Chain in contracts that performance on facility)52.223-6 Dru	provide for a Federal
52.209-6 Protecting the Government's Workplace Interest When Subcontracting	
with Contractors Debarred, 52.223-7 Notice of Radioacti Suspended, or Proposed for Debarment.  Notice of Radioacti (applicable in contract which are, or which are, or which are adioactive materials)	ts for supplies hich contain
52.211-5 Material Requirements 52.223-11 Ozone Depleting	Substances
52.219-8 Utilization of Small Business (applicable if the P Concerns 52.222-1 Notice manufactured with to the Government of Labor Disputes (applicable if the P manufactured with ozone-depleting substitution of Labor points)	Products were or contain
52.224-2 Privacy Act	
52.222-4 Contract Worker Hours and Safety Standards Act-Overtime 52.225-1 Buy America Act (applicable if the Pro	
52.222-41 Service Contract Act of 1965 other than domestic co	omponents)
52.222-50 Combating Trafficking in Persons 52.225-8 Duty-Free Entry (ap if such clause is	contained in
52.222-54 Employment Eligibility Verification (applicable if this Order (1) is 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  Buyer's higher-tier or which any reduced d thresholds shall ap paragraph (c)(1), char to "30 days." Und (c)(2), change "10 or days")	luty-free entry pply. Under nge "20 days" ler paragraph
by the COTS provider, and are normally provided for that COTS  Sestrictions on Cer Purchases	tain Foreign
item) or construction; (2) has a value of more than \$3,000; and (3) <b>52.227-9 Refund for Royalties</b> includes work performed in the	3
United States)  52.227-10  Filing of Patent Ap Classified Subject (applicable if the Propatent application Order is subject to the Service  52.227-10  Filing of Patent Ap Classified Subject (applicable if the Propatent application classified subject matter)	oducts or any may cover



52.227-11	Patent Rights – Ownership by the Contractor		Government of its property control system)
52,227-14	Rights in Data – General (applicable if data will be produced, furnished or acquired under this	52.245-2	Government Property (Installations Operation Services)
	Order)		Use and Charges
52.227-16	Additional Data Requirements	52.246-2	Inspection of Supplies – Fixed Price
52.227-19	Commercial Computer Software License	52.246-16	Responsibility for Supplies
52.228-3	Workers' Compensation Insurance (Defense Base Act)	52.247-63	Preference for U.S. Flag Air Carriers (applicable if this Order involves international air
52.228-4	Workers' Compensation and War Hazard Insurance Overseas		transportation)
52.228-5	Insurance – Work on a Government Installation	52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels
	(applicable if this Order requires work on a Government installation)	52.249-2	Termination for Convenience of the Government (Fixed Price) (in paragraph (c) change "120 days" to
52.234-1	Industries Resources Developed under Defense Production Act Title III		"45 days"; in paragraph (d) change "15 days" to "30 days", and "45 days" is changed to "60 days"; in paragraph (e) change "1 year" to "60
52.236-13	<b>Accident Prevention</b>		days"; paragraph (j) is deleted; in paragraph (l) change "90 days" to
52.237-2	Protection of Government Buildings, Equipment and Vegetation	B. ALL O	"45 days")  RDERS OVER \$3,000
52.242-13	Bankruptcy	52.223-18	Contractor Policy to Bad Text Messaging While Driving
52.242-15	Stop-Work Order	C. ALL O	RDERS OVER \$10,000
52.243-1	Changes – Fixed Price (change all references to "30 days" to "20 days")	52.222-40	Notification of Employee Rights Under the National Labor Relations Act
52.243-6	<b>Change Order Accounting</b>	D. ALL O	RDERS OVER \$15,000
52.244-5	Competition in Subcontracting	52.222-20	Walsh-Healy Public Contracts
52.244-6	Subcontracts for Commercial Items		Act
52.245-1	Government Property (Alternates 1 and 2 apply. Seller shall provider to Buyer immediate notice of any disapproval, withdrawal of approval, nonacceptance by the	52.222-36	Affirmative Action for Workers with Disabilities



E. <u>ALL C</u>	ORDERS OVER \$25,000		part of the preparation of a proposal for this Order)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (not applicable if Seller is exempt under	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
	paragraph (d) (2). "Contractor" shall mean the Buyer in Paragraph (c). Seller shall report to Buyer the information required by Paragraphs	52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
	(c) (1) and the executive compensation information by Paragraph (c) (3), unless Seller is exempt thereunder).	52.203-12	Limitation on Payments to Influence Certain Federal Transactions
F. ALL C	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	52.215-2	Audit and Records – Negotiation (applicable if (1) the Order is a cost-reimbursement, incentive, time-and-materials, labor-hour or price redeterminable type contract, (2) Seller is required to furnish cost or pricing data, or (3) the order requires Seller to furnish cost,
G. ALL C	ORDERS OVER \$100,000	52.215-14	funding or performance reports)  Integrity of Unit Prices (excluding
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	52.219-8	paragraph (b))  Utilization of Small Business Concerns
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	52.227-1	Authorization and Consent and Alternate 1 (applicable only if the prime contract contains this clause)
52.223-14	Toxic Chemical Release Reporting (excluding paragraph (e))	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
H. ALL C	ORDERS OVER \$150,000	52.248-1	Value Engineering
52.203-6	Restrictions on Subcontractor Sales to the Government	I. <u>ALL (</u> 52.219-9	ORDERS OVER \$650,000  Small Business Subcontracting
52.203-7	Anti-Kickback Procedures (excluding subparagraph (c) (1))		Plan (Note that this clause requires adoption of small business subcontracting plan and reporting; applicable to Orders where the
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (applicable if Seller, its employees, officers, directors, or agents participated		Seller is not a small business)  SSS OTHERWISE EXEMPT ALSO UDE THE FOLLOWING:
	personally and substantially in any	52.215-10	Price Reduction for Defective Cost or Pricing Data (applicable to



	Orders if submission of cost or pricing data is required)	MAT ORD	TERIAL OR LABOR HOUR DERS
52.215-11	Price Reduction for Defective Cost or Pricing Data –	52.215-16	<b>Facilities Capital Cost of Money</b>
	Modifications (applicable to Orders if submission of cost or pricing data	52.216-7	Allowable Cost and Payment
50.015.10	is required for modifications)	52.216-8	<b>Fixed Fee</b> (applicable if this is a cost plus fixed fee Order)
52.215-12	<b>Subcontractor Cost or Pricing Data</b> (applicable to Orders if non otherwise exempt under FAR 15.403)	52.216-10	<b>Incentive Fee</b> (applicable if this is a cost plus incentive fee Order)
52.215-13	Subcontractor Cost or Pricing Data – Modifications (applicable	52.216-11	Cost Contract – No Fee (applicable if this is a cost no fee order)
	to Orders if not otherwise exempt under FAR 15.403)	52.216-12	Cost Sharing Contract – No Fee (applicable if this is a cost sharing, no fee Order)
52.215-15	<b>Pension Adjustments and Asset Reversions</b> (applicable if this Order meets the applicability requirements of FAR 15.408(g))	52.222-2	Payment for Overtime Premiums (insert 0% in paragraph (a) unless indicated otherwise on the fast of this Order)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) other than Pensions (applicable if this Order meets the applicability requirements of FAR 15.408(j))	52.237-7	Payments under Time-and- Materials and Labor-Hour Contracts ("schedule means this Order, "voucher(s)" means invoice(s), "Government" means
52.215-19	Notification of Ownership Changes (applicable if this Order meets the applicability requirements of FAR 15.408(k))		Buyer and "Contracting Officer" means Buyer's Purchasing Representative")
52.215-20	Requirements for Cost or Pricing	52.232-17	Interest
	Data or Information Other Than Cost or Pricing Data	52.232-20	Limitation of Cost (if fully funded)
52.215-21	Requirements for Cost or Pricing Data or Information	52.232-22	<b>Limitation of Funds</b> (if incrementally funded)
52.215-22	Limitations on Pass-Through Charges – Identification of Subcontractor Effort	52.232-40	Providing Accelerated Payments to Small Business Subcontractors (applicable if Seller is a small business concern)
52.215-23	Limitations on Pass-Through Charges Other Than Cost or Pricing data – Modifications	52.243-2	Changes – Cost-Reimbursement (applicable if this a cost- reimbursement Order)
	ICABLE TO COST BURSEMENT, TIME &	52.243-3	Changes – Time and Material or Labor-Hours (applicable if this a time and material or labor hour order)



52.244-2	Subcontracts (only paragraphs (h)
	and (i) apply)

52.246-3 Inspection of Supplies (Cost-Reimbursement) ("Contracting Officer" means Buyer's Purchasing Representative and "Government" means "Buyer and Government" (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where "Government" first appears in paragraph (k) it shall mean "Government and/or Buyer". The provisions in this clause for access, right to inspect, safety protection and relief from liability apply equally to Buyer and Government)

52.246-5 Inspection of Services - (Cost-Reimbursement) ("Contracting Officer" means "Buver's Purchasing Representative" and "Government" means "Buyer and Government" (provided that an inspection system accepted by the Government swill be deemed accepted by the Buyer.) The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and Government.)

52.246-6 **Inspection of Time and Material** and Labor Hour ("Contracting Officer" means Buyer's Purchasing Representative and "Government" means "Buyer and Government" (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where "government" first appears in paragraph (k) it shall mean "Government and/or Buyer." The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and Government)

#### 52.246-26 Reporting Nonconforming Items

52.249-6 Termination (Cost-Reimbursement) ("Government" means "Buyer" and "Contracting Officer" means Buyer's Purchasing Representative. In paragraph (e) change "15 days" and "45 days" to "30 days" and "90 days." In paragraph (f) change "1 year" to "six months". Alternative IV is applicable to time and material or labor hour Orders only)

#### 52.249-14 Excusable Delays

#### L. ALL ORDERS OVER \$5,000,000

52.203-13 Contractor Code of Business
Ethics and Conduct (applicable if
the period of performance is more
than 120 days)

52.203-14 Display of Hotline Poster(s)
(applies unless this Order is for the acquisition of a commercial item or is performed entirely outside the United States)

#### M. <u>ALL DPAS RATES ORDERS</u>

52.211-15 Defense Priority and Allocation Requirements (applicable if a priority rating is noted in this Order)

#### II. CERTIFICATIONS

The Offeror, by signing its offer or performing under this Order, hereby certifies compliance with the following clauses and is, therefore eligible for award

52.203-11	Certification and disclosure Regarding Payments to Influence Certain Federal Transactions (Orders over \$150,000)
52.209-5	Certification Regarding Responsibility Matters (Orders over \$30,000)
52.222-22	Previous Contracts and Compliance Reports (Orders over \$10,000)
52.223-13	Certification of Toxic Chemical Release Reporting (Orders over \$100,000)



#### III. ADDITIONAL CLAUSES

### A. <u>COST ACCOUNTING STANDARDS</u> (applicable if noted in the Order)

52.230-2 Cost Accounting Standards

52.230-3 Disclosure and Consistency of Cost Accounting Practices

52.230-5 Cost Accounting Standards – Education Institution

52.230-6 Administration Cost of Accounting Standards (Seller shall communicate and otherwise deal directly with the Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Buyer with copies of all communications between Seller and the Contracting Officer respecting the applicable Cost Accounting Standards clause, and the Administration of Cost Accounting Standards clause, provided Seller shall not be required disclose Buyer such to communications containing information confidential to the Seller. In addition to any other remedies provided by law or under this Purchase Order, Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage, or expense if Buyer is subjected to any liability as the result of a failure of the Seller or its lower-tier subcontractors to comply with the requirements of FAR 52.230-2, 52.230-3, 52.230-4, 52.230-5 or 52.230-6. Paragraph (b) is deleted in each of the foregoing clauses, except in FAR 52.230-6.)

#### B. TRUTHFUL COST OR PRICING DATA

Unless exempt, Seller shall submit a FAR Part 15 compliant cost proposal inclusive of appropriate updates throughout the negotiation process. At the conclusion of negotiations, and regardless of any prior certification, Seller must certify as to the accuracy, currency and completeness of its information in

accordance with the FAR required Certificate of Current Cost or Pricing Data.

#### 1. Indemnification

If any price (including profit or fee) negotiated in connection with the prime contract between the Government and the Buyer or any cost that is reimbursable under said contract is reduced because cost or pricing data furnished by the Seller in connection with any proposal submitted by the Buyer relating to said contract or in connection with this Purchase Order was not accurate, complete, or current, the Seller shall indemnify the Buyer in the amount of said reduction.

The phrase "cost or pricing data" as used herein shall be deemed to include any such data which related to a lower-tier prospective or actual subcontract, at any level, which was submitted by the Seller or which it procured by submission of, in connection with the aforesaid proposal or this Purchase Order in support of its cost estimate.

If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Seller shall be liable and shall pay the Buyer at the time such overpayment is repaid:

- a. Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Seller to the date the Buyer is repaid by the Seller at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
- b. For Department of Defense contracts only, a penalty equal to the amount of the overpayment, if the Seller knowingly submitted cost or pricing data which were incomplete, inaccurate, or non-current

#### 2. Cost or Pricing Data for Changes

Prior to the pricing of any change or other modification to this Purchase Order which involves increases and/or decreases in costs plus applicable profit expected to exceed the threshold for submission of cost or pricing data, subcontractors shall submit cost or pricing data and shall certify that the data, as defined in Federal Acquisition Regulation 15.406-2, submitted either actually or by specific identification



in writing are accurate, complete, and current as of the date of completion of negotiations.

Order is solely for commercially available off-the-shelf items)

When required to obtain cost or pricing data from its subcontractors, pursuant to the provisions of this Purchase Order, Seller shall obtain such data.

252.208-7000 Intent to Furnish Previous Metals as Government-Furnished Material

#### C. Supply Chain and Sourcing

252.209-7004 Subcontracting with Firms That are Owned or Controlled by the Government of a Terrorist Country

By accepting a purchase order or submitting an invoice, Supplier agrees and acknowledges that it is compliant with all relevant supply chain and sourcing laws and regulations whether incorporated expressly or by operation of law, including, but not limited to, Buy America Act, Trade Agreements Act, anticorruption laws and regulations, and laws or regulations related to forced labor, specialty metals, electronic parts, and advanced computing equipment.

252.211-7003 Item Identification and Valuation

#### IV. 2- DFARS (48 CFR CHAPTER 2) CLAUSES INCORPORATED BY REFERENCE

252.211-7007 Reporting of Government-Furnished Equipment in the DoD Item Unique (IUID) Registry (Seller's Obligations under this clause are limited to cooperating with Buyer's efforts to comply with this clause, including granting Buyer access to Seller's deliverables and its facilities and access to appropriate property records)

#### A. GENERAL

252.204-7000

252.222-7000 Restrictions on Employment of Personnel

- 252.203-7002 Requirement to Inform Employees of Whistleblower Rights
- 252.223-7001 Hazard Warning Labels
  (applicable if this Order requires
  Seller to deliver hazardous
  materials)
- 252.204-7008 Requirements for Contracts Involving Export-Controlled

**Items** 

**Disclosure of Information** 

252.223-7002 Safety Precautions for Ammunition and Explosives (applicable if this Order involves ammunition or explosives) ("Government" means "Government and/or Buyer")

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (applicable to all Orders, at any tier, including orders for commercial items, for operationally critical support, or for which performance will involve covered defense information, unless this Order is solely for commercially

252.223-7003 Changes in Place of Performance - Ammunition and Explosives

252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services

available off-the-shelf items)

252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (applicable if this Order requires, may require or permits Seller to Treat or dispose of non-DoD owned toxic or hazardous materials)

252.204-7020 NIST SP 800-171 DoD

Assessment Requirements
(applicable to all Orders, unless this



252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives	252.225-7028	Exclusionary Policies and Practices of Foreign Governments
252.223-7008	Prohibition of Hexavalent Chromium	252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate
252.225-7001	Buy American Act and Balance of Payments Program	252.225-7031	Secondary Arab Boycott of Israel
252.225-7002	Qualifying Country Sources as Subcontractors	252.225-7036	Buy American – Free Trade Agreements – Balance of Payments Program
252.225-7007	Prohibition of Acquisition of U.S. Munitions List Items from Communist Chinese Military	252.225-7038	Restriction on Acquisition of Air Circuit Breakers
252,225-7008	Companies (applies to items covered by the U.S. Munitions List)	252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States
252,225-7008	Restrictions on Acquisition of Specialty Metals (applicable to Orders for the delivery of specialty metals as end items)	252.225-7048	Export Controlled Items
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten
252.225-7010	Commercial Derivative Military Article – Specialty Metals Compliance Certificate	252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime
252.225-7012	Preference for Certain Domestic Commodities	252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region
252.225-7013	<b>Duty-Free Entry</b>	252.225-7967	Prohibition Regarding Russian Fossil Fuel Business Operations
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools		(Deviation 2024-O0006)
252.225-7016	restrictions on Acquisition of Ball and Roller Bearings	252.227-7013	Rights in Technical Data – Non- commercial Items
252.225-7019	Restriction on Acquisition of Foreign Anchor and Mooring Chain	252.227-7014	Rights in Non-commercial Computer Software and Non- Commercial Computer Software Documentation
252.225-7021	Trade Agreements	252.227-7015	Technical Data – Commercial Items (applies in lieu of DFARS
252.225-7025	Restrictions on Acquisition of Forgings		252.227-7013 for commercial items)
252.225-7027	Restrictions on Contingent Fees for Foreign Military Sales		



252.227-7016	Rights in Bid or Proposal Information (applies when DFARS	252.228-7002	Aircraft Flight Risks
	252.227-7013 is used)	252.228-7005	Mishap Reporting and Investigation involving Aircraft,
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions		Missiles, and Space Launch Vehicles
252.227-7018	Rights in Non-commercial	252.231-7000	<b>Supplemental Cost Principles</b>
202.227 7010	Technical Data and Computer Software – Small Business	252.235-7003	Frequency Authorization
	Innovation Research (SBIR) Program	252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and
252.227-7019	Validation of Asserted Restrictions – Computer Software		Manufacturers
	(applies when DFARS 252.227-7014 is used)	252.239-7016	Telecommunications Security Equipment Devices, Techniques and Services
252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Market	252.243-7001	Pricing of Contract Modifications
	with Restrictive Legends (applies when DFARS 252.227-7013 or DFARS 252.2277014 are used)	252.244-7000	Subcontracts for Commercial Items and Commercial Components
252.227-7026	Deferred Delivery of Technical Data or Computer Software	252.245-7005	Management and Reporting of Government Property
252.227-7027	Deferred Ordering of Technical Data or Computer Software	252.246-7001	Warranty of Data (additional liability provisions at paragraph (d)(3) are applicable only if the
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government		Alternative I or II version of this clause is included in Buyer's prime contract)
252.227-7030	<b>Technical Data – Withholding of Payment</b> (applies when DFARS 252.227-7013 is used)	252.246-7003	Notification of Potential Safety Issues (applicable if this Order is for parts identified as critical safety
252.227-7037	Validation of Restriction Markings on Technical Data (applies when DFARS 252.227- 7014, DFARS 252.227-7014 or DFARS 252.227-7015 are used)		items; systems and subsystems, assemblies, and subassemblies integral to a system; or repair, maintenance or logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to
252.227-7038	Patent Rights-Ownership by the Contractor (Large Business)		a system)
252.227-7039	Patents-Reporting of Subject Inventions	252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System
252.228-7001		252.246-7008	Sources of Electronic Parts
434.440-7001	Ground and Flight Risk	232,240-7008	Sources of Electronic Parts



252.247-7023	Transportation of Supplies by Sea
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252.247-7024 Notification of Transportation of Supplies by Sea

#### B. ALL ORDERS OVER \$100,000

252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense – Contract Related Felonies

252.249-7002 Notification of Anticipated Contract Terminations or Reductions (less paragraph (d) (1))

#### C. ALL ORDERS OVER \$500,000

252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns

#### D. ALL ORDERS OVER \$650,000

252.215-7000 Pricing Adjustments

252.219-7003 Small Business Subcontracting Plan (DoD contracts)

252.219-7004 Small Business Subcontracting Plan (Test Program)

252.225-7006 Quarterly Reporting of Actual Contract Performance Outside the United States (first tier subcontractors only)

252.225-7004 Report of Intended Performance Outside the United States and Canada – Submission after Award

#### E. <u>ALL ORDERS OVER \$1,000,000</u>

252.211-7000 Acquisition Streamlining

252.222-7006 Restrictions on the use of Mandatory Arbitration Agreements

252.225-7033 Waiver of United Kingdom Levies
(applies only to Orders with UK Sellers)

#### F. ALL ORDERS OVER \$5,000,000

252.203-7003 Agency Office of the Inspector
General (applicable if this Order
contains FAR 52.203-13,
Contractor Code of Business Ethics
and Conduct)

252.225-7058 Post-Award Disclosure of Employment of Individuals Who Work in the People's Republic of China

The Federal Acquisition Regulations, DoD FAR Supplement, and Federal and Defense Acquisition Circulars are available from:

The Superintendent of Documents, U.S. Printing Office, Washington, DC 20401

OR

https://www.acquisition.gov/content/regulations

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