



ND DEFENSE STANDARD TERMS AND CONDITIONS AND SUBCONTRACTOR FLOWDOWNS

- 1. ACCEPTANCE: ORDER CONSTITUTES ENTIRE AGREEMENT.** This Order constitutes ND Defense LLC's offer to purchase Products/Services only in accordance with the terms and conditions contained herein. Any document of Supplier containing additional or different terms and conditions or any attempt by Supplier to vary to any degree, any of the terms and conditions expressed in this Contract shall not operate as a rejection of this contract but shall be deemed a material alteration thereof and this contract shall be deemed accepted by Supplier without such additional or different terms and conditions. All such different and/or additional terms and conditions which may be contained in any document furnished by Supplier in accepting this contract are hereby objected to and rejected and shall have no force and effect unless otherwise agreed to in writing by ND Defense. This order may be accepted by Supplier by the commencement of work, shipment of goods, furnishing of services or by any written confirmation or acknowledgement made by Supplier, such acceptance or confirmation being expressly conditioned on these terms and conditions. **Except as may be expressly set forth in these terms and conditions and with the U.S. Government Contracting Officer's express consent, the Supplier shall not acquire any direct claim or direct course of action against the U.S. Government. Supplier shall include in each lower-tier subcontract the appropriate flow down clauses as required by FAR and DFARS. Nothing in these Terms and Conditions shall be construed or interpreted to limit or in any way restrict the rights of the Government in regard to data, tooling and other information it owns or has a right to use, including the right to authorize use, including the right to authorize the Supplier's use of such data, tooling or other information in direct contracts between the Supplier and the government.**
- 2. PRODUCTS.** The term "Production Products" refers to products used only for production and the term "Service Parts" refers to products used only for service. The term "Products" includes Service Parts and Production Products, packaging and containers, as well as any literature pertaining to such Products.
- 3. THIRD-PARTY DESIGNEE.** Supplier will also, at ND Defense's sole option, sell Products to ND Defense's subsidiaries, affiliates, third party contractors, or any other ND Defense designated party ("Third Party Designee"), under the same terms and conditions as set forth in this Contract. All of Supplier's representations, warranties, and obligations under this Contract apply to sales to Third Party Designees.
- 4. PAYMENT.**

 - (A) Standard payment terms are sixty (60) days from date of receipt of a correct invoice from Supplier, or the date of receipt of the Products by ND Defense, whichever is later, unless otherwise agreed to in writing. ND Defense neither guarantees nor is responsible for any liabilities incurred by any Third Party Designees under this Contract.
 - (B) **PAYMENT SPECIFIC TO TRUCK EQUIPMENT MANUFACTURERS:** Specific to Truck Equipment Manufacturers (TEMs), the payment obligations of ND Defense shall be incurred only upon inspection and acceptance by ND Defense of the completed ND Defense vehicle(s) with the TEM provided materials and/or services. Acceptance will be demonstrated through either the receipt of DD Form 250 from the United States Government (or an equivalent form from another government entity) related to the vehicle(s) or by the date of signature on the approved Final Inspection Report (FIR) for the vehicle(s) with the TEM provided materials and/or services. Accordingly, ND Defense shall have the agreed payment terms number of days from the date of the approved FIR, or from the date of its receipt of the DD Form 250 (or an equivalent form from another government entity) to pay TEMs for materials and/or services related to the vehicle(s).

- 5. SPECIFICATION CHANGES.** Any and all changes and additions to the Products or Services shall be made in writing. Supplier shall advise ND Defense of the additional costs and time required and proceed only after written authorization has been received by a modification to the applicable Purchase Order.

ND Defense reserves the right at any time to make changes or modifications to drawings and specifications as to any Products, materials, or work or Services covered by this Contract. The parties will agree upon and equitably adjust any difference in price or time for performance resulting from such changes and modify the Contract in writing accordingly. ND Defense will issue such change in writing ("Change Order"). Any increase or decrease in price or time for performance resulting from such changes shall be equitably adjusted, and the Contract shall be modified in writing accordingly. Supplier must assert its right to an adjustment under this provision in writing, delivered to ND Defense's contracting representative within fifteen (15) days from Supplier's receipt of the written Change Order. Failure to agree on the adjustment shall be deemed a dispute under this Contract and such dispute will not excuse the Supplier from continuing performance as changed.

- 6. SHIPMENT.** The terms of delivery for all Products sold pursuant to this Contract shall be FCA Supplier's dock, unless otherwise designated by ND Defense. (Incoterms 2020).

Shipments of Products must equal the exact quantity ordered and meet the requested delivery date, unless otherwise agreed to in writing. In the event of an over-shipment, ND Defense, at its sole option, may return the over-shipment to Supplier at Supplier's expense, including ND Defense's administration fee for handling the over-shipment. Supplier agrees to provide ND Defense a return material authorization for over-shipments, and Supplier will not charge any restocking fees. For Commercial items, the Supplier Packing and Shipping Standard will be per the ASTM D-3951, and military items will follow per the MIL STD-2073-1 unless otherwise specified on the Purchase Order.

If Supplier at any time has reason to believe that deliveries will not be made as scheduled, Supplier must immediately notify ND Defense in writing of the cause of the anticipated delay. Supplier agrees to comply with all applicable requirements and instructions for customs, import and export unless otherwise specified on the Purchase Order. Supplier will provide ND Defense with such additional information that ND Defense reasonably may request, including, but not limited to, any information about the Products and/or Supplier that ND Defense may need to provide authorities for the import or export of the Products.

- 7. PRICING AND INVOICING.** The price for Products is stated in the Purchase Order and will be a fixed price. Duties, levies, fees, and taxes are according to the Incoterms set forth in Section 6 of these Terms and Conditions, unless otherwise agreed to in writing. All agreed upon price adjustments must also be reflected in the export invoices prepared for Customs purposes, if applicable.

Supplier will price Production Products and Service Parts similarly, considering possible additional costs for Service Parts packaging. The cost of the sub-assemblies, components, and child parts of Service Parts in a kit or individually shall not be higher than the cost of the Production Products.

Supplier and ND Defense will jointly pursue cost reduction opportunities for the duration of this Contract and will reflect the achievement of such opportunities in price reductions to ND Defense.

Without limiting ND Defense's other rights and remedies, ND Defense may deduct from any payments due to Supplier the amount of any claims which ND Defense may have against Supplier.

In case of any dispute regarding this Contract, including, but not limited to, a dispute over pricing or a pricing discrepancy, Supplier agrees to continue to ship Products for a reasonable length of time, but no less than 180 days, following written notice of a dispute, to give Supplier and ND Defense the opportunity to resolve the dispute.

Supplier shall invoice for all Products shipped for service at the time of shipment, but no later than thirty (30) days after the date of shipment. Invoices submitted to ND Defense more than six (6) months after Product has been shipped will require additional approvals and are subject to rejection if adequate data is not provided to ND Defense. Invoices older than twelve (12) months are subject to rejection, and ND Defense will not be liable for payment of such aged invoices.

Supplier must identify all disputes with ND Defense in writing within six (6) months of the date of ND Defense's receipt of Supplier's shipment involved with the dispute. If Supplier has not identified a dispute to ND Defense in writing within this time, ND Defense will not be liable for payment.

For Service Parts where a price change and an effective date for such pricing is mutually agreed, invoices must be based on the price at the time a purchase order is issued and not the price in effect on the ship date, unless otherwise mutually agreed upon in writing. If the parties agree that the price to be paid will be the price in effect on the ship date, ND Defense will issue new purchase orders that include the new, agreed-upon price. Any Service Part that is on back order will be invoiced at the open purchase order price at the time the order was placed and not at the price at the time of shipment if there is a new price change subsequent to the placement of the order. ND Defense will automatically debit the invoice amount to match the purchase order price and pay only the purchase order price after the invoice due date.

Unless otherwise agreed to by the parties in writing, any development or Engineering Design and Development costs incurred by Supplier to provide Products to ND Defense is the responsibility of the Supplier. ND Defense will not make payment for such expenditures without an approved written agreement and corresponding purchase order.

- 8. TOOLING.** In the absence of an executed Tooling and Bailment Agreement, the following terms apply: Tooling referred to in a Tooling Purchase Order issued by ND Defense is owned by ND Defense upon completion of payment for such tooling. In the event ND Defense-owned Tooling is transferred to Supplier's facility or control, such Tooling will remain the property of ND Defense.

Supplier may not issue an invoice to ND for Tooling until such Product has been through the Production Part Approval Process (PPAP) by ND Defense unless otherwise agreed to in writing.

Supplier agrees, upon receiving the Tooling, to promptly affix, and to continuously keep and maintain, plainly and distinctly, permanently and conspicuously upon the Tooling the following words: "Property of ND Defense and to keep the Tooling free from other "Property of" markings or labeling which might be interpreted as a claim of ownership by a party other than ND Defense. In addition, within ninety (90) days of receiving any Tooling, Supplier shall affix to it the ND Defense Tooling Identification Number.

Supplier agrees to use the Tooling for the sole and exclusive benefit of ND Defense in the production of the Products for ND Defense, and for no other purpose without ND Defense's prior written consent; which consent may be withheld at ND Defense's sole discretion. Supplier agrees to operate the Tooling within its rated capacity, restrict the use and operation to safe, careful personnel selected and employed or controlled by Supplier, and prohibit anyone other than duly authorized personnel of Supplier to make any repairs or adjustments to the Tooling otherwise permitted hereunder (unless otherwise previously authorized in writing by ND Defense).

After the initial PPAP for the Product, or any similar process, Supplier agrees, at its expense, to service, maintain and repair the Tooling: (i) so as to keep it in good operating condition, normal tooling wear is expected, (ii) in accordance with the terms of any manufacturers' warranties, specifications, bulletins, or service descriptions, (iii) in a manner consistent with standard industry practice and ND Defense's practice and instructions, and (iv) in accordance with applicable laws, regulations, governmental approvals, and permits. Supplier will not be required to perform any Capital Improvements (as defined below) to the Tooling. "Capital Improvements" shall mean (a) the purchase of additional machinery, equipment and/or tooling which is required for a new product line, increasing capacity, a design change, or a cost reduction project, and (b) the cost to rebuild or overhaul the

Tooling which materially increases its value or expected useful life. To the extent ND Defense wishes to perform Capital Improvements, however, Supplier shall cooperate and work with ND Defense, or with any contractors used by ND Defense, so that ND Defense may make any such Capital Improvement that it deems necessary in its sole discretion.

Tooling will be free of all advertising or insignia placed thereon by Supplier, and free and clear of all mortgages, liens, security interests, charges, encumbrances, and claims and in the same operating order, repair, condition, and appearance as when received (except for ordinary and expected wear). Supplier will be solely responsible to ND Defense for any damage to or loss of the Tooling, except any damage or loss created by ND Defense or agents thereof, until it has been returned to ND Defense.

Tooling may not be removed, destroyed or scrapped without ND Defense's prior written consent, which can be withheld at ND Defense's sole discretion. Tooling that is the subject of intellectual property right(s) may furthermore not be copied without the consent of the owner of such intellectual property right(s). To the extent any intellectual property rights owned by Supplier or licensed to Supplier by a third party is embodied in, or is otherwise necessary for the intended use of the Tooling, Supplier hereby grants to ND Defense a fully paid, irrevocable, non-exclusive, worldwide, perpetual to the extent permitted by law, royalty-free license, with the right to grant sublicenses as necessary for any use of Tooling, to use such intellectual property rights.

Upon ND Defense's request, Supplier will return all Tooling, drawings, and other materials to ND Defense.

- 9. ENGINEERING SPECIFICATION AND PRODUCTS COMPLIANCE.** Supplier must assure that Products comply with the most current controlled revisions of ND Defense's Material Part and Process Specifications as defined in Statements of Work ("SOW"), specification transmittals, prints, models, and math data. Supplier must maintain designs throughout the fifteen-year service life of all Products. If Supplier is providing an assembly of components and those components are manufactured by another party, the Supplier needs to provide documentation showing that those components meet the specifications and requirements as called out on the 2D print or 3D math data. If Supplier provides engineered systems and components, Supplier must provide engineering data in the form of solid models in Unigraphics compatible format, on-site engineers during the Product Development Process if requested by ND Defense's engineering, prototype parts development capability, and the capability for and use of electronic data exchange for engineering and CAD data throughout the life of the development program and for production maintenance. If Supplier provides commodities, Supplier must provide engineering data as either CAD data or drawings. ND Defense will designate a third-party firm to be the sole source for controlled copies of the foregoing documents and Supplier is responsible for ensuring that it obtains controlled copies for the duration of the term of this Agreement in order to assure compliance with the most current documents.
- 10. REGULATORY COMPLIANCE.** For Products, components, or systems purchased from Supplier that have specific government regulatory performance requirements, Supplier must provide evidence of compliance, in the form of a test report, engineering analysis, or as otherwise requested by ND Defense, validating conformance to those specific regulatory requirements. Supplier must provide the same evidence of compliance whenever a change is made to a Product, component, or system that has specific government regulatory performance requirements. Supplier must have a quality control plan that ensures Product regulatory compliance on a continued basis. Upon request by ND Defense, Supplier must provide the quality control plan documentation and audit records.
- 11. INSPECTION OF PRODUCTS.** All Products will be received subject to ND Defense's inspection or rejection. Defective Products or Products not in accordance with ND Defense's specifications will be held for Supplier's instructions and at Supplier's risk, and, if Supplier so directs, such Products will be returned at Supplier's expense. Payment for Products prior to inspection will not constitute an acceptance thereof. Returned Products will be deducted from total shipments.

SERVICES

- 12. AUDIT RIGHTS.** In order to assess Supplier's compliance with the (a) terms and conditions of this Contract, and (b) ND Defense's Code of Conduct for Suppliers & Business Partners and/or applicable ND Defense standards concerning labor, environmental, health and safety, and other related standards, with regard to Supplier and its supply chain, Supplier shall permit ND Defense and its designees (including its accountants and attorneys), and use commercial reasonable efforts to facilitate with respect to its supply chain, access to conduct an inspection of the books, records and documentation of Supplier, its supply chain, and any and all facilities and/or systems pertaining to Supplier's performance of this Contract and its supply chain involvement in such performance. The scope of the audit may include, but is not limited to, inspecting, reviewing, ensuring and/or verifying (i) the quality and accuracy of the services being performed under this Contract to produce and deliver Products and (ii) compliance with this Contract. Such access by ND Defense and/or its designees shall include the right to discuss such books, records and/or documentation with Supplier's personnel having knowledge of the facilities, systems, and document contents and the right to copy such documentation, subject to confidentiality restrictions pursuant to this Contract.
- 13. ELECTRONIC INVOICING.** If requested by ND Defense, Supplier shall submit and receive all invoices and Purchase Orders to and from ND Defense with respect to the Products or Services by using ND Defense's electronic invoicing system. ND Defense is responsible for providing the requirements for the electronic invoicing system to Supplier and shall provide any required software and training. Supplier shall comply with any conditions to use the ND Defense specified electronic invoicing systems, which such conditions are subject to change from time to time. Supplier agrees that any electronic invoices will be deemed sufficient for enforceability under any state's statute of frauds or similar law.
- 14. U.S. EXPORT CONTROLS AND COMPLIANCE.** **This language will apply only to the extent that Supplier is provided access to Export-Controlled Material (as defined below) by ND Defense.** Certain technical data, technology, software, defense services, defense articles, and commodities (collectively "Export-Controlled Material") are controlled by either the International Traffic in Arms Regulations ("ITAR" 22 CFR 120-130) or the Export Administration Regulations ("EAR", 15 CFR 730-744) and require a valid license or other approval from the U.S. Department of State or Department of Commerce prior to export, transfer, reexport, or retransfer to a "Foreign National" or "Foreign Person" (as these terms are defined at EAR. § 734.2(b)(2)(ii) and ITAR § 120.16, respectively). An export, transfer, re-export, or retransfer includes the provision of defense services or the disclosure or transmission (including oral or visual disclosure) of technical data, technology, or software to a Foreign National or Foreign Person, whether such activity takes place in the U.S. or in another country. Supplier shall not make any temporary or permanent export, transfer, reexport, or retransfer of ND Defense-origin Export-Controlled Materials to a third party. Supplier must promptly notify ND Defense, in writing, if ND Defense-origin Export-Controlled Material is transferred to any unauthorized Foreign National or Foreign Person. Supplier will defend, indemnify and hold ND Defense harmless from and against any and all claims, judgments, costs, awards, expense (including reasonable attorney's fees) and liabilities of any kind arising from Supplier's noncompliance with applicable United States or foreign government regulations, statutes, decrees or other obligations regarding the use or transfer of any ND Defense-origin Export-Controlled Material by Supplier.
- 15. E-VERIFY.** Supplier understands and agrees that it shall utilize the federal E-Verify system for all new and existing workers performing work for ND Defense's benefit pursuant to this Contract, in accordance with U.S. Citizenship and Immigration Services (USCIS) regulations and the FAR E-Verify clause (FAR 52.222-54). As proof of enrollment, Supplier shall provide ND Defense a copy of its "Maintain Company" page in E-Verify as proof of enrollment in the E-Verify system. Supplier is solely and exclusively responsible for confirming that Supplier and its workers are legally authorized to work in the United States. For more information, please see www.uscis.gov.

- 16. ND DEFENSE PROPERTY.** To the extent that Supplier receives possession of or holds any ND Defense property in connection with providing the Services pursuant to this Contract. Supplier shall hold such property “on bailment” for ND Defense and shall promptly return such property to ND Defense upon request.

SUPPLIER PERFORMANCE

- 17. SUPPLY FAILURE.** In the event of a full or partial failure of Supplier’s sources of supply or capacity constraints for the Products, Supplier will first meet all of ND Defense’s requirements hereunder prior to any allocation among customers under Section 2-615 of the Uniform Commercial Code.
- 18. LATE DELIVERY CHARGES.** If ND Defense determines that Supplier’s deliveries are behind a given schedule and ND Defense requires express shipments, vehicle repairs, vehicle pulls and/or onsite support to address such delay, then Supplier will pay the associated costs as documented in the ND Defense Supplier Guidelines. If Supplier’s deliveries are so far behind a given schedule that ND Defense is compelled to use material not according to ND Defense’s specification or at a higher cost, then Supplier will pay whatever additional costs, expenses, losses, or damages that ND Defense sustains. The provisions of this Section are not intended to limit any other rights and remedies that ND Defense may have against Supplier.
- 19. WARRANTY.** Supplier warrants the Products against all defects in material, workmanship, and assembly, and design (if a Supplier responsible design.) In addition, failures with no detectable defect found are expected to be shared between ND Defense and Supplier by mutual agreement.

Supplier warrants that Products and Services shall (a) be performed or produced in a professional and workmanlike manner, (b) be free from any defects in workmanship and (c) conform to the requirements of this Contract. All Products and Services shall be received subject to ND Defense’s inspection or rejection. Payment for Products or Services prior to inspection shall not constitute an acceptance thereof.

Supplier will compensate ND Defense for any loss or damage arising out of or relating to a defective Product or Services or other breach of this Warranty, including but not limited to costs (including reasonable attorneys’ and experts’ fees) for any safety recall or field actions, labor, replacement, assembly and disassembly, detection and analysis, scrapping, and transportation of replacement Product to ND Defense and/or its end-users. Supplier agrees to utilize ND Defense’s claim portal to review and respond to all warranty claims.

- 20. ACCESS TO PREMISES.** ND Defense will have access, after reasonable notification, to inspect Supplier's production of a Product or Tooling, verify any charges subsequent to payment, perform tests, and make other necessary examinations at Supplier's premises, including evaluating any risks for interruption in the supply of Products. Supplier will use reasonable efforts to obtain the same rights for ND Defense at the premises of its suppliers.
- 21. DUTY REDUCTION PROGRAM DOCUMENTATION.** For Supplier’s production that is North American based: Supplier will provide annually to ND Defense, as promptly as practicable after ND Defense’s written request, an accurate and complete United States Mexico Canada Agreement (“USMCA”) Certificate of Origin for those Products and parts that qualify for USMCA.

In the case of the USMCA, Supplier will complete the certificate template provided by ND Defense’s Global Trade Management partner in accordance with its attached instructions. In addition to the USMCA certificate, the Supplier will provide functionality information reasonably requested by ND Defense, Labor Value Content certification, and steel and aluminum certification (when applicable).

If ND Defense has agreed to accept North American produced Products that do not fulfill the USMCA rule of origin requirements, Supplier agrees to provide the North American Accumulation Value for such Products per the USMCA. In addition to the Accumulation Value, Supplier will provide functionality information reasonably

requested by ND Defense, Labor Value Content certification, and steel and aluminum certification (when applicable).

For Products sourced outside of North America: Supplier will provide, according to ND Defense's part number(s), an affidavit of origin or other documentation to support applicable free trade agreements or duty elimination programs such as the Generalized System of Preferences for each such Product.

- 22. MANUFACTURING LOCATION OR PROCESS CHANGE.** Supplier may not relocate the production of a Product or change the process to produce said Product, wholly or partly (Including final or tiered components), without ND Defense's prior written consent, which consent may be withheld at ND Defense's sole discretion. Supplier must use the ND Defense Supplier Request for Engineering Approval (ND-ISQ-001-FO) Form to request ND Defense's consent to a change in location and complete PPAP approval for all changes as identified in the AIAG PPAP manual. Products produced by Supplier must always be produced by a production process approved by a Part Submission Warrant (PSW) or Deviation. Supplier may not ship and will not be paid for Product shipped without an approved PSW or Deviation. Such consent, if given, is without prejudice to ND Defense's continued rights to require compliance by Supplier with the Contract. If the Contract will be fulfilled by another entity other than Supplier, Supplier shall ensure that such other entity agrees to be bound by all terms and conditions in the Contract and names ND Defense as a third-party beneficiary in writing. Supplier shall, however, also continue to be responsible for the fulfillment of the Contract.
- 23. QUALITY.** Unless specifically exempted by ND Defense Supplier Quality, Supplier is required to be registered, at a minimum, to ISO 9001 Quality Management System. Supplier must maintain certification with an accredited registrar and must furnish copies of its registration certificates to ND Defense. If Supplier is compliant to ISO 9001, but not certified by a recognized third-party registrar, Supplier agrees to provide evidence of such compliance to ND Defense. Regardless of quality systems registration status, Supplier understands and agrees it is required to be capable of fulfilling ND Defense's supplier quality requirements, detailed in the ND Defense Supplier Quality Assurance Manual ("SQAM"). Direct suppliers are required to cascade these requirements to lower tiered suppliers throughout the supply chain, a practice often referred to as "flow down." All documents that are created for review as part of PPAP approval must be submitted in the English language, or in the local language with English translation in parenthesis.
- 24. ASSURANCE OF PERFORMANCE.** If ND Defense reasonably deems itself insecure with respect to Supplier's ongoing performance, whether due to Supplier's financial capacity or otherwise, ND Defense may demand that Supplier provide assurance of future performance to ND Defense within five (5) days of the demand. This assurance may be in any security acceptable to ND Defense, including but not limited to, collateral consisting of cash, letter(s) of credit, surety bond, parent guaranty, or lender releases. This security shall be in an amount satisfactory to ND Defense and shall also be sufficient to offset costs and expenses incurred or reasonably expected to be incurred by ND Defense in securing for itself completion of the project or other performance due from Supplier. ND Defense reserves its right to any other remedies allowed in law or equity. Failure to provide the requested performance assurance within the stated period shall constitute a default of this Contract, and ND Defense shall be free to procure Product from an alternate source and/or cancel this Contract in its discretion immediately upon expiration of the time specified for delivery of the requested performance assurance.
- 25. SUPPORT.** Supplier will provide at no additional cost to ND Defense such design and design qualification assistance, manufacturing assistance, technical, service parts, and field support as reasonably required by ND Defense.

LEGAL/REGULATORY

- 26. SUPPLIER PROGRAMS.** Supplier agrees to utilize "Small Business Concerns, Veteran Owned Business Concerns, Service Disabled Veteran Owned Small Business Concerns, and HUBZone Located Business Concerns" as required and applicable by Federal Laws, 97-507, 99-661, 100-656, 103-355, 105-135 and 106-50.

Regulations implemented by the Office of Federal Contract Compliance Programs (OFCCP) require federal contractors with 50 or more employees and a contract of \$50,000 or more to have an affirmative action program in place. OFCCP also establishes a goal that qualified individuals with disabilities should generally comprise at least a certain percentage of the contractor's workforce. Currently that goal is seven percent. VEVRAA prohibits federal contractors from discriminating against veterans in employment and provides that an employer operating under a federal contract for \$100,000 or more must engage in affirmative action to recruit, hire, promote and retain qualified covered veterans. Federal contractors are required under VEVRAA to report annually on their hiring data for covered veterans. OFCCP regulations further require that each federal contractor covered by VEVRAA develop a written affirmative action program and establish a "hiring benchmark" for protected veterans each year. OFCCP describes the hiring benchmark as a tool to assess the effectiveness of their recruiting efforts, as contrasted with the goal required under the Section 503 regulations, which is meant to be an attainable hiring objective.

For contracts from ND Defense for non-commercial parts in excess of seven hundred fifty thousand dollars (US \$750,000), except small business concerns defined above, will set a thirty percent (30%) minimum spending goal to further subcontract with Small Business Concerns; will, in addition, set a five percent (5%) minimum spending goal to further subcontract with Small Disadvantaged Owned Business Concerns, Service Disabled Veteran Owned Small Business Concerns, and will, in addition, set a three percent (3%) minimum spending goal to further subcontract with HUBZone Small Business Concerns commensurate with Supplier's sales to ND Defense. Supplier further agrees to submit an annual written plan to ND Defense by August 31 of each year outlining how the above stated goals will be achieved.

Supplier also agrees to report its accomplishment toward the above goals on a quarterly basis to ND Defense as required by FAR Part 19.7. ND Defense acknowledges and agrees that, for purposes of satisfying the foregoing goals: (i) such goals apply only to those goods and services purchased by Supplier in the United States; and (ii) a purchases of goods and services may be entitled to credit toward more than one of the foregoing goals depending on the status of the subcontractor.

27. COMPLIANCE WITH LAWS AND REGULATIONS. Supplier agrees that all Products, materials, supplies, articles, or equipment to be manufactured or furnished hereunder will be produced in compliance with the Fair Labor Standards Act. If this Contract exceeds ten thousand dollars (US\$10,000) and is otherwise subject to the Walsh-Healey Public Contracts Act, Supplier also agrees that all Products, materials, supplies, articles, or equipment to be manufactured or furnished hereunder will be produced in compliance with that Act.

28. GOVERNMENTAL REQUIREMENTS. Supplier agrees to comply with all applicable statutes, regulations, laws, and other Government requirements, including but not limited to those reflected in contract clauses set forth in 48 C.F.R. Sections 52.203-13 (Contractor Code of Business Ethics and Conduct), 52.219-8 (Utilization of Small Business Concerns), 52.222-35 (Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), 52.222-36 (Affirmative Action for Workers with Disabilities), 52.222-39 (Notification of Employee Rights Concerning Payment of Union Dues or Fees), 52.222-41 (Service Contract Act of 1965) and 52.247-64 (Preference for Privately Owned U.S.-Flag Commercial Vessels). The term "Contractor" and similar terms used in such FAR provisions shall be construed to mean Supplier for the purposes of this Contract.

Some Products are controlled by the International Traffic in Arms Regulations (ITAR). To ensure ND Defense's and Supplier's compliance with the ITAR and to avoid the imposition of export licensing requirements, Supplier will ensure that each person with access to Technical Data, as defined in 22 CFR Section 120.10, Defense Services as defined in 22 CFR Section 120.9, and Defense Articles as defined in 22 CFR Section 120.6 (collectively "ITAR Materials") is eligible to be granted access to such ITAR Materials pursuant to 22 CFR Section 120.1(c) or is a U.S. Person as defined in 22 CFR Section 120.15. In instances where Foreign Persons, as defined in 22 CFR Section 120.16, have access to ITAR Materials, Supplier shall immediately provide ND Defense with a copy of the license or approval at the time that Supplier provides such Foreign Person with access to the ITAR Materials. For those instances where Supplier employs, retains, or contracts with any Foreign

Persons without a license or approval described above, Supplier shall immediately notify ND Defense and, if requested, provide ND Defense with a detailed explanation of the steps undertaken to ensure that these persons are not gaining access to the ITAR Materials.

Any assets and/or technical data controlled for export per other U.S. regulations, such as the Commerce Control List, may not be re-exported without ND Defense's prior written consent, which consent may be withheld at ND Defense's sole discretion.

- 29. HUMAN TRAFFICKING.** By Supplier providing goods or services to ND Defense, including to any of ND Defense's Third-Party Designees, Supplier is affirmatively representing and warranting that Supplier and its subcontractors do not, directly or indirectly, engage in, or otherwise support Human Trafficking. Human Trafficking is defined as: the recruitment, transportation, transfer, harboring, or receipt of persons, by means of the threat, use of force, or other forms of coercion, abduction, fraud, deception, abuse of power, of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person for the purpose of exploitation.
- 30. NORTH KOREAN LABOR.** By Supplier providing goods or services to ND Defense, including to any of ND Defense's Third-Party Designees, Supplier is affirmatively representing and warranting that Supplier and its subcontractors do not directly, or indirectly, utilize the labor of North Korean nationals and/or North Korean citizens.
- 31. SAFETY DATA COMPLIANCE.** Supplier will properly classify, describe, package, mark, label, and provide material safety data sheets (MSDS) or safety data sheets (SDS), as applicable, for approval by ND Defense prior to shipment of all Products. Supplier will prepare all such Products for transportation, accompanied by the approved MSDS or SDS, in accordance with all applicable local, state, and federal laws, ordinances, or regulations. Supplier will defend, indemnify, and hold harmless ND Defense from any claims, penalties, or damages incurred by ND Defense as a result of any Products received from Supplier not in accordance herewith.
- 32. HUAWEI COMPLIANCE.** By Supplier providing goods or services to ND Defense, including to any of ND Defense's Third-Party Designees, Supplier is affirmatively representing and warranting that Huawei, ZTE, their affiliates and any other companies included in any of the U.S. government issued lists, including but not limited to the Consolidated List (<https://www.trade.gov/consolidated-screening-list>) and Section 889 of the National Defense Authorization Act of 2019, and the Federal Acquisition Regulations, are not directly or indirectly part of Supplier's supply chain or customer base for any product or service, including hardware, software or technology, or otherwise used at Supplier's facilities, e.g. security systems, cameras, and similar equipment.
- 33. NON-DISCRIMINATION.** Unless exempt, Supplier shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60 300.5(a) and 60-741.5(a), as applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identification, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status, or disability. If applicable, Supplier shall also abide by the requirements of 41 CFR § 61-300.10 regarding veterans' employment reports and 29 CFR Part 471, Appendix A to Subpart A regarding posting a notice of employee rights. Supplier agrees to (1) obtain an identical certification from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US \$10,000) which are not exempt from the provisions of the Equal Opportunity clause, and (2) maintain such certifications in its files. The penalty for making a false representation is prescribed under 18 U.S.C. § 1001, and any such false representation shall be a material breach of this Contract.
- 34. VETERANS' READJUSTMENT ASSISTANCE ACT.** Supplier agrees to comply with Section 505 of the Rehabilitation Act, the Vietnam Era Veterans' Readjustment Assistance Act (53 U.S.C. § 2012), and implementing regulations set forth by the Secretary of Labor as are applicable.

35. CONFLICT MINERALS. Supplier recognizes, consistent with the public policy underlying enactment of the Conflict Minerals provision (Section 1502) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Act”), the significant legal and non-legal risks associated with sourcing tin, tantalum, tungsten, and gold (the “Conflict Minerals”) from the Democratic Republic of the Congo and adjoining countries (“DRC Countries”). Accordingly, Supplier commits to comply with Section 1502 of the Act and its implementing regulations. In particular, Supplier commits to have in place a supply chain policy and process to undertake (1) a reasonable inquiry into the country of origin of Conflict Minerals incorporated into products it provides ND Defense, (2) due diligence of its supply chain, as necessary, to determine if Conflict Minerals sourced from the DRC countries directly or indirectly support unlawful conflict there, and (3) risk assessment and mitigation actions necessary to implement the country of origin inquiry and due diligence procedures. Supplier further agrees (1) to respond promptly to each inquiry by ND Defense with such information regarding the source and chain of custody of all Conflict Minerals that may be contained in Products supplied to ND Defense by Supplier; (2) if Supplier previously responded to an inquiry to notify ND Defense if there is a change in status in whether Supplier’s Products supplied to ND Defense contain Conflict Minerals; and (3) to cooperate promptly as required by ND Defense with ND Defense efforts to comply with the Act. Supplier shall take all other measures as are necessary to comply with the Act and its implementing regulations, as they may be amended over time.

36. INDEMNIFICATION. Supplier agrees to protect, defend, hold harmless, and indemnify ND Defense against all claims, actions, liabilities, losses, costs, and expenses, including, without limitation, reasonable legal cost and fees, punitive damages, consequential damages, and penalties arising out of any actual or alleged death of, or injury to, any person and/or damage to any property, by whosoever suffered, resulting or claimed to result, in whole or in part, from any actual or alleged defect in the supplied Products, including actual or alleged improper design (unless solely ND Defense designed), manufacture, or assembly of such Products, or arising out of any actual or alleged violation by Supplier with regard to such Products, or their manufacture, possession, use or sale, of any law, statute, or ordinance, or any governmental administrative order, rule, or regulation.

Supplier agrees to indemnify and hold ND Defense harmless from any and all claims or losses arising out of Supplier’s or its agents’ use of ND Defense’s facilities or equipment or arising from the Services provided or the Services to be provided by Supplier or its agents’ under this Contract and any amendments, addendums, exhibits or Purchase Orders attached hereto.

37. INTELLECTUAL PROPERTY INDEMNIFICATION. Supplier is responsible for ensuring that the Product or its use does not infringe the Intellectual Property Rights of any third party. Supplier agrees to defend, at its expense, any claim or suit against ND Defense or ND Defense’s customers, or any of their officers, directors, employees, agents, and affiliates based on an assertion or claim that the Products furnished by Supplier to ND Defense hereunder or the sale or the use by ND Defense or its customers in the manner contemplated by this Contract infringes any patent or copyright or other intellectual property right or is a wrongful use of a third party trade secret or proprietary information, and further agrees to indemnify and hold ND Defense, or its officers, directors, employees, agents, and affiliates harmless from any losses, including attorneys’ fees, settlements associated with said claim, or any damages, including attorneys’ fees or costs, finally awarded in any such claim. If the use or sale of the Products furnished pursuant to the Contract is enjoined as a result of such suit, Supplier, at its option and at no expense to ND Defense, shall obtain for ND Defense and its customers the right to use and sell the Product or shall substitute an equivalent Product acceptable to ND Defense and extend this indemnity thereto. Supplier shall, at ND Defense’s request, assist ND Defense in disputes in which ND Defense could become involved by reason of such infringement and if required by ND Defense assume the defense of any dispute. This indemnity does not extend to any infringement or alleged infringement arising solely out of Supplier’s compliance with ND Defense-required specifications, designs, or instructions that (i) are created solely by ND Defense, and (ii) are thereafter furnished to Supplier in writing.

Supplier may use the Intellectual Property Rights of ND Defense and ND Defense affiliates and subsidiaries, whether such Intellectual Property Rights are in Products or in Tooling, for the production and supply of Products to only ND Defense, ND Defense affiliates and subsidiaries, or Third-Party Designees (as agreed to by ND

Defense) and may not use such Intellectual Property Rights for the production and/or supply of any goods or services to any other party. If ND Defense or a ND Defense affiliate or subsidiary pays, or otherwise compensates, Supplier for development or design work, initiated by ND Defense, for Products or Tooling, any Intellectual Property Rights arising from such work shall be owned by ND Defense. To the extent that any such development or design work includes Supplier owned Pre-existing Intellectual Property, then ND Defense, and ND Defense's customers shall have a paid-up royalty free license to use or have used such Pre-existing Intellectual Property. Supplier shall not use any corporate name or trademarks belonging to or licensed to ND Defense or its ND Defense affiliates or subsidiaries other than as instructed by ND Defense in writing.

Supplier shall indemnify, defend and hold ND Defense, its employees and representatives harmless from any claim or suit brought against ND Defense for infringement of any patent, copyright, or trade secret or for wrongful use of proprietary information of any third party insofar as such claim or suit is based on a claim that the infringement or wrongful use is attributable to ND Defense's use of the Services, materials, products, processes, or software manufactured, designed or developed by Supplier for ND Defense and used by ND Defense in the manner contemplated under this Contract. This indemnify shall not apply to materials, products, processes, or software in which the infringement or wrongful use arises solely from Supplier's compliance with ND Defense's written instructions. The foregoing indemnities shall be against any costs and damages, including attorney's fees, awarded against ND Defense, as well as ND Defense's cost of defending such claims. ND Defense shall promptly notify Supplier of any such claim or suit and shall give Supplier exclusive control of the defense thereof and all negotiations relating to its settlement. ND Defense shall reasonably assist, at Supplier's expense, in Supplier's defense of the claim or suit.

- 38. CONFIDENTIAL INFORMATION.** Supplier agrees not to disclose to any third party, or use, except as necessary in connection with the furnishing of the Products or Service under this Contract, any confidential information relating to ND Defense's business, including business and marketing plans, processes, products, equipment, or trade secrets, as well as confidential information resulting from the performance of this Contract. Any information not available to the public shall be considered confidential for the purposes of this Contract for the duration of the Contract and for ten (10) years thereafter. The confidentiality undertaking outlined above shall not apply to information which is (i) known to the public other than by breach of this Contract, (ii) information which Supplier can show was in its possession before receiving it from ND Defense, and (iii) information which Supplier receives from a third party without restraint as to the disclosure thereof.

Information which Supplier is required to disclose by reason of law or order of a court of a competent jurisdiction may however be disclosed for such purpose. Supplier shall notify ND Defense of any such requirement, if permitted by law, and consult with ND Defense regarding the manner of such disclosure. Supplier, as far as is legally possible, shall require the receiver of the information to treat it confidentially as required in this Section.

Supplier may not make public the business relationship of the Parties through advertising or in any other way without ND Defense's prior written consent from which consent may be withheld at ND Defense's sole discretion.

If there is a breach of ND Defense's confidential information on Supplier's data system, Supplier shall immediately notify ND Defense of the breach, provide the scope of the breach, and restore the reasonable integrity, security, and confidentiality of the data system that contains ND Defense's confidential information.

- 39. OWNERSHIP OF MATERIALS.** All materials, including without limitation, documents, drawings, models, sketches, designs, software, computer tapes and disks, and lists furnished to Supplier by ND Defense shall remain the property of ND Defense and shall be returned promptly upon completion of the Contract or at any time upon written request of ND Defense. Supplier agrees not to make any copies of any such materials without ND Defense's permission and to return any copies authorized with the original materials.

- 40. RIGHTS AND REMEDIES.** The remedies provided in the Contract will be cumulative and, except as expressly limited in the Contract, will not preclude the assertion or exercise of any other rights or remedies available under

law, in equity, or otherwise. The provisions of each paragraph of this Contract are not intended to limit any rights and remedies of Service Provider or ND Defense. No modifications of, or additions to, the provisions or conditions of this Contract will become a part of it until accepted in writing by ND Defense.

- 41. CUSTOMS-TRADE PARTNERSHIP AGAINST TERRORISM.** If applicable, Supplier will participate in the Customs-Trade Partnership Against Terrorism program (C-TPAT) or have adequate security controls which meet or exceed the requirements of C-TPAT. Supplier also agrees to complete any required supply chain security surveys requested by ND Defense.

MISCELLANEOUS

- 42. FORCE MAJEURE.** Neither ND Defense nor Supplier shall be responsible for delays or defaults due to causes beyond their respective control and without fault or negligence. Strikes and labor disputes shall not be considered Force Majeure events. If at any time has reason to believe that Services will not be performed as scheduled, written notice setting forth the fact of the anticipated delay and its cause must be given immediately to ND Defense.
- 43. SUPPLIER FINANCIALS.** Supplier shall provide ND Defense with Supplier's financial information as requested.
- 44. OBSOLESCENCE POLICY.** If ND Defense cancels, wholly or partly, or fails to purchase a quantity of a Product for which ND Defense's order is firm, ND Defense shall compensate Supplier for reasonable costs in accordance with ND Defense's obsolescence policy.
- 45. INVENTORY LEVELS.** Supplier will maintain an adequate amount of inventory of the Product(s) on hand to support the demand required pursuant to the agreed Purchase orders. For Products originating from outside the North American region, Supplier will maintain at least thirty (30) days of material in transit to maintain delivery schedules per the requirements of the Purchase Order, unless otherwise agreed to in writing by ND Defense. These inventory levels apply to all Products (including any tier 1 or tier 2 components or parts therein) not originating in the North American region.
- 46. SERVICE PARTS AND UNIT DOWN / CRITICAL PURCHASE ORDER SUPPORT.** ND Defense's critical purchase order is a requirement for a Service Part that is needed immediately to support ND Defense's distressed Dealer or end-user customer. Supplier agrees to provide upon receipt of a critical purchase order a "promise to ship date" response within four (4) hours and agrees to target Service Parts shipment within twenty-four (24) hours. Supplier will obtain an excess freight premium charge number from ND Defense and prior approval for air freight charges except in cases of prepay and add freight terms. Supplier further agrees that non-conformance to unit down /critical order requirements will be subject to a minimum charge to be determined on a case-by-case basis.

Supplier will similarly price Production Products and Service Parts, taking into account possible additional costs for Service Parts packaging. ND Defense further requires that Service Parts be available for at least fifteen (15) years after cessation of production. Unless otherwise agreed in writing, Supplier shall furnish at its own expense, keep in good condition, and replace when necessary, all dies, tools, gauges, fixtures, and patterns necessary to produce the Service Parts ordered. Supplier agrees not to scrap Service Part specific production equipment supporting ND Defense's post-production Service Parts replacement requirements of at least fifteen (15) years after cessation of production unless it has received the written consent of ND Defense, regardless of ownership.

Pricing for Service Parts shall be based upon the price in effect on the issue date of the Purchase Order unless otherwise agreed to by ND Defense and Supplier prior to shipment. The price for Service Parts in current model production will be calculated based upon the most recent applicable production price plus the price actually incurred by Supplier for any service-specific packaging. The Service Part price shall be fixed for a period of at least one year from the end of the model series production. After the first year, the most recent production price

shall continue to apply until a new Service Part price is mutually agreed upon by ND Defense and Supplier. Supplier agrees to fully document any request for a price adjustment to ND Defense's satisfaction.

Supplier hereby agrees to provide ND Defense's service and aftermarket requirements for Products solely through ND Defense Third Party Designees specifically identified by ND Defense, and Supplier hereby agrees it will not provide such Products to International or IC Bus dealers, Third Party Designees, or ND Defense's customers, directly or through any alternate aftermarket distribution channel, unless Supplier has obtained prior written authorization from ND Defense.

- 47. INSURANCE.** Supplier will purchase and maintain commercial general liability insurance in the amount of at least two million dollars (US \$2,000,000) and provide ND Defense with a Certificate of Insurance identifying ND Defense as an additional insured. Failure to provide such Certificate of Insurance shall void this Contract, at ND Defense's sole option. Supplier shall cause insurer or insurance broker to provide thirty (30) days written notice to ND Defense prior to cancellation or material changes to the policies. Any such change, modification, or cancellation shall not affect Supplier's obligation to maintain the insurance coverage set forth herein.
- 48. CODE OF CONDUCT.** Supplier agrees to read and comply with ND Defense's Code of Conduct Policy, which is set forth at www.nddefense.com/corporate-governance, when conducting business with ND Defense. Supplier agrees not to engage in any activity that could cause ND Defense or any of ND Defense's employees to violate the ND Defense's Code of Conduct Policy.
- 49. ND DEFENSE IDENTITY REMOVAL.** At its own expense, Supplier agrees to destroy or remove to ND Defense's complete satisfaction, ND Defense's corporate name, addresses, trademarks, patent numbers, and all other reference to ND Defense from all Products rejected or canceled by ND Defense, or purchased or produced by Supplier in excess of quantities specified by ND Defense, whether such Products are completed or partially completed, delivered, tendered for delivery, or undelivered, prior to disposition of such Products to parties other than ND Defense; or to destroy such Products. Supplier acknowledges that any sale of Products bearing ND Defense's trade name and/or trademarks to any person or entity other than ND Defense or as authorized by ND Defense in writing is an infringement of ND Defense's proprietary rights in its trade name and/or trademarks and is an attempt by Supplier to "pass off" Products as the Products of ND Defense. Supplier agrees that it shall not in any manner make known the fact that Supplier has furnished, or contracted to furnish, to ND Defense the Products covered by this Contract, or use the name of ND Defense or any of its trademarks or trade names in Supplier's advertising or other promotional material without ND Defense's prior written consent, which consent may be withheld at ND Defense's sole discretion.
- 50. ASSIGNMENT OF RIGHTS AND DUTIES.** Either Party may assign the rights and duties under this Agreement, either in whole or in part, only with the prior written consent of the other Party. No permitted assignment hereunder shall be deemed effective until the assignee shall have executed and delivered an instrument in writing reasonably satisfactory in form and substance to the other Party pursuant to which the assignee assumes all the obligations of the assigning Party hereunder. Any purported assignment of this Agreement in violation of this Article – ASSIGNMENT OF RIGHTS AND DUTIES shall be void.
- 51. STOP WORK ORDER.** ND Defense may at any time and by written order to Supplier require the Supplier to stop all, or any part of, the work being performed hereunder for a period not to exceed ninety (90) days, or for such period as ND Defense and its government customer may agree under the prime contract ("Stop Work Order"). Upon receipt of the Stop Work Order, Supplier will immediately comply with the terms of the Stop Work Order and will take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order. Within the ninety day period (or such other period as agreed to between ND Defense and its customer) ND Defense will either (i) cancel the Stop Work Order; or (ii) terminate the work covered as provided in the Termination provisions of the Contract. If the Stop Work Order is canceled or the ninety day period expires, the Supplier shall resume work and an equitable adjustment as to cost and/or schedule shall be made in accordance with the Changes provision.

52. GOVERNMENT FURNISHED EQUIPMENT. The Supplier shall properly maintain Government property. The Supplier's maintenance program shall enable the identification, disclosure, and performance of normal and routine prevent maintenance and repair. The Supplier shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation FAR 52.245-1

Title to all property, including equipment, furnished at no charge to Supplier by ND Defense or the United States Government ("GFE") for Supplier's performance of its obligations under this Contract, shall at all times vest in ND Defense or in the United States Government in the case of GFE, and Supplier assumes all liability for any loss, damage, or shortage and/or for Supplier's failure to return such property to ND Defense on request. Supplier shall promptly notify ND Defense of any such loss, damage, or shortage.

53. CONFIDENTIAL INFORMATION. Supplier agrees not to disclose to any third party, or use, except in connection with the furnishing of the Product or service under this Contract, any confidential information relating to ND Defense's business, including business and marketing plans, processes, products, equipment, or trade secrets, as well as confidential information resulting from the performance of this Contract. Any information not available to the public shall be considered confidential for the purposes of this Contract; but should any of this information be published or otherwise made available to the public by ND Defense or by third parties without breach of this Contract, Supplier shall be free to use for its own purposes only that information which is actually publicly available. Confidential information that is owned by the U.S. Government or in which the U.S. has the right to use and which is provided to Supplier either by ND Defense or by the U.S. Government under this Contract and unless otherwise directed in writing, shall be used by Supplier only in performance of its obligations pursuant to this Contract. All rights title and interest in said confidential information shall remain with and vest in the U.S. Government. Supplier will have no ownership rights in said confidential information nor shall Supplier have any right to license or sublicense such confidential information without the expressed prior permission of the U.S. Government.

54. TERMINATION.

(A) TERMINATION FOR DEFAULT: ND Defense may terminate, either in whole or in part, this Contract by written notice to Supplier in the event Supplier fails to (i) deliver the Products within the time specified or in accordance with the specifications, (ii) makes progress so as to endanger performance under this Contract, or (iii) perform any of the other provisions of the Contract. ND Defense may terminate this Contract if Supplier does not cure such failure within ten (10) days after receipt of written notice of default. In the event ND Defense terminates this Contract in accordance with this subparagraph, Supplier may be liable to ND Defense for any costs associated with ND Defense's purchase of Products similar to those terminated. In the case of a partial termination for default, Supplier will continue with performance of the un-terminated portion of this Contract.

(B) TERMINATION FOR CONVENIENCE: ND Defense shall have the right at any time, and for any reason, without any penalty, to terminate, in whole or in part, this Contract or the deliveries specified and the authorizations contained in any shipping schedule given to Supplier by ND Defense, provided ND Defense shall provide Supplier thirty (30) days notice of such termination, whereupon this Contract shall automatically terminate immediately after the 30th day. Supplier will immediately proceed to stop all work, place no further subcontracts or orders for materials, services or facilities except as reasonably necessary to complete the continued un-terminated portion of this Subcontract and shall continue performance of the work not terminated. Supplier will take all reasonable precautions including as directed by ND Defense, for the preservation and protection of the terminated work. Except as otherwise set forth in this provision, ND Defense will have no further liability to Supplier for said termination.

Within forty-five (45) days following receipt of the termination notice, Supplier will prepare and submit to ND Defense, Supplier's termination inventory schedules. The disposition of, but not limited to, inventory, work in process and finished goods of the terminated work will be at the direction of ND Defense. Further, Supplier shall use all reasonable efforts as directed by ND Defense, to sell, use or otherwise dispose of all goods or materials remaining in inventory the proceeds of which, will be applied to reduce any payments to be made by ND Defense under this Contract. Within ninety (90) days of receipt of the termination notice, or as may be extended by mutual

agreement between the parties, the Supplier will submit to ND Defense its final termination cost proposal. If the Supplier fails to submit the proposal within the time allowed, ND Defense may reasonably determine on the basis of information available, the amount, if any, due Supplier because of the termination and shall pay the amount determined.

Subject to the foregoing Supplier and ND Defense representatives may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this sub-paragraph may not exceed the total contract price as reduced by (i) the amount of payments previously made and (ii) the contract price of work not terminated. This Contract shall be so modified, and the Supplier shall be paid the agreed amount. This sub-paragraph shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

If the Supplier and ND Defense fail to agree on the whole amount to be paid because of the termination of work, ND Defense shall pay the Supplier the amounts determined by ND Defense as follows, but without duplication of any amounts agreed on above, (i) the Contract price for completed Product accepted by ND Defense not previously paid for, (ii) adjusted for any saving of freight and other charges, and, (iii) the total of the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding, any costs attributable to supplies or services paid or to be paid elsewhere in this provision and, the total of (a) the reasonable cost of settling and preparing the termination settlement proposals under this Contract provided, however, they are properly chargeable to the terminated portion of this Contract; and (ii) a sum, as profit, of this subparagraph reasonably determined by ND Defense and as originally calculated by Supplier in its subcontract pricing, however, if it appears that the Supplier would have sustained a loss on the entire subcontract had it been completed, ND Defense will allow no profit under this sub-clause and shall reduce the settlement to reflect the indicated rate of loss.

55. U.S. EXPORT REGULATIONS. EAR REGULATIONS and ITAR REGULATIONS: Certain technical data, technology, software, defense services, defense articles, and commodities (collectively “Export-Controlled Material”) are controlled by either the International Traffic in Arms Regulations (“ITAR”, 22 CFR 120-130) or the Export Administration Regulations (“EAR”, 15 CFR 730-774) and may require a valid license or other approval from the U.S. Department of State or Department of Commerce prior to export, transfer, reexport, or retransfer to a “Foreign National” or “Foreign Person” (as these terms are defined at EAR § 734.2(b)(2)(ii) and ITAR § 120.16, respectively). An export, transfer, reexport, or retransfer includes the provision of defense services, or the disclosure or transmission (including oral or visual disclosure) of technical data, technology, or software to a Foreign National or Foreign Person, whether such activity takes place in the U.S. or in another country. Export-Controlled Material provided by ND Defense to Supplier will identify the regulations applicable to these Export-Controlled Material.

Prior to any temporary or permanent export, transfer, reexport, or retransfer of Export-Controlled Materials to a third party, Supplier must secure written approval from ND Defense for such export, transfer, reexport, or retransfer. When requesting approval from ND Defense for any export, transfer, reexport, or retransfer, Supplier shall provide to ND Defense a copy of, or reference to, the valid U.S. Department of State or Department of Commerce license or other approval authorizing the export, transfer, reexport, or retransfer.

If the Supplier receives ND Defense Export-Controlled Material under the authority of export authorization(s), Supplier agrees to comply with all disclosed riders, conditions, provisos, and other limitations of the authorization, and must promptly notify ND Defense, in writing, if ND Defense-origin Export-Controlled Material was transferred to an unauthorized Foreign National or Foreign Person.

56. APPLICABLE LAW AND JURISDICTION. This Contract and all conflicts, disputes or actions arising out of or as a result of the respective rights and obligations of the parties as herein contained, shall be governed by the laws of the State of Delaware except its choice of law provisions. All disputes and actions shall be brought before a State or Federal court of competence located in the State of Delaware. The Supplier consents to the

venue and jurisdiction of a State or Federal court located in the State of Delaware and waives any claim of forum non conveniens and a trial by jury.

- 57. ENTIRE AGREEMENT.** These terms and conditions and those contained on the purchase order into which these terms and conditions are incorporated by reference, contain the entire agreement and understandings of the parties and supersedes all prior understandings or agreements of the parties, whether written or oral. No modification or amendment to this Contract will be made without the prior written consent of the duly authorized representatives of both ND Defense and Supplier.
- 58. ADVERTISING.** Supplier shall not, without first obtaining the written consent of ND Defense, in any manner advertise or publish the fact that Supplier has furnished or contracted to furnish ND Defense with the Products as described herein.
- 59. ORDER OF PRECEDENCE.** Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence; (1) the mandatory FARS and DFARS provisions referenced and incorporated in this document; (2) the provisions on the face of ND Defense's Order; (3) ND Defense's purchase order attachments, including these terms and conditions and the provisions and clause referenced and incorporated in this document; (4) other specifications or documents incorporated by reference; (5) the statement of work referenced on the face of the purchase order.
- 60. CORRUPTION PREVENTION AND TRADE COMPLIANCE.** Supplier will conduct its business operations in accordance with all applicable laws and regulations including, but not limited to, the United States Foreign Corrupt Practices Act, the UK Bribery Act, U.S. Foreign Asset Control Laws, and U.S. Export Control Laws, and will not attempt to directly or indirectly improperly obtain any benefit by payments, the giving of anything of value or other actions contrary to any applicable law or regulation; and

Supplier has not made and will not make, directly or indirectly, any payment of funds (a) to any foreign governmental official or any representative or employee of a foreign governmental entity, (b) to any employee or representative of any purchaser, or (c) which is illegal under any applicable law inside or outside of the country in which Supplier will provide the goods or Services including but not limited to, the U.S. Foreign Corrupt Practices Act and UK Bribery Act, all as may be amended from time to time; and

Supplier has not requested the return, and will not accept the return, directly or indirectly, of any portion of the funds paid to it by ND Defense or paid by any end purchaser of ND Defense Products or Services, nor will any director, officer, or employee of the Supplier so request or accept any such funds.

Neither Supplier nor any employee, agent, or principal of Supplier nor any of their immediate families is or will be (a) a foreign governmental official or any employee or representative of a foreign governmental entity, or (b) an officer or employee or representative of or holder of a beneficial interest in any end purchaser of ND Defense products or the Services sold by Supplier pursuant to this Agreement and any resulting subcontract agreement and/or Statement of Work; and

No government entity or end purchaser of ND Defense Products has or will have a beneficial interest in Supplier's business; and

If Supplier assists in the actual sale of ND Defense Products, Supplier will investigate the identity of the end-user of the Products to be sold and will provide documentation as requested by ND Defense regarding the ultimate end-user and the use of Products to be sold; and

Supplier hereby agrees that it will put into place for itself and for all related companies, policies, procedures, and guidelines with respect to all applicable laws and regulations including, but not limited to the U.S. Foreign Asset Control Laws, U.S. Export Control Laws, the UK Bribery Act, and the U.S. Foreign Corrupt Practices Act ("FCPA") and that Supplier will provide compliance and corruption prevention training to its employees and

representatives as well as employees and representatives of all related companies on an as-needed basis and not less than annually. Supplier further acknowledges that ND Defense shall have the right to terminate this Agreement if Supplier fails to institute such policies, procedures, and guidelines within sixty (60) days of the Effective Date of this Agreement or if Supplier fails to provide the above-referenced training on an annual basis.

Supplier acknowledges that ND Defense's corporate policy prohibits payments made to induce a foreign government official to perform a routine duty or service, commonly referred to as "facilitating payments," and Supplier agrees that no such payments will be made or offered by Supplier to carry out its obligations in connection with this Agreement and any resulting subcontract agreement.

Supplier shall obtain and maintain any and all licenses, concessions, and permits Supplier is required to obtain under any applicable law or regulation for Supplier to carry out its obligations in connection with this Agreement and any resulting subcontract agreement and/or Statement of Work; and,

Supplier has not been convicted of, pleaded guilty to or been charged with any offense involving fraud, export violations, corruption, or bribery in any jurisdiction or country; and

Supplier shall keep accurate books and records and shall preserve all books, records, data, and evidence of procedures and policies relating to the Supplier's compliance with the foregoing and shall make all books, records, data, and evidence of procedures and policies relating to compliance with the foregoing available for examination and audit by upon request of ND Defense or any Government including the U.S. Government and shall provide the reasonable assistance of Seller's employees with knowledge of compliance efforts in connection with any such examination or audit.

Supplier will execute a certificate containing the above representations and warranties as reasonably requested by ND Defense throughout the term of this Agreement and any resulting subcontract agreement and/or Statement of Work.

ND Defense shall have the right to terminate this Agreement immediately upon forming a reasonable belief that Supplier has defaulted or has otherwise failed in the performance any of the requirements of this Corruption Prevention and Trade Compliance Section as set forth above.

61. BACKGROUND AND DRUG CHECKS. Supplier represents and warrants that each of its employees, agents or consultants stationed at ND Defense for more than thirty (30) calendar days and performing Services pursuant to this Agreement: (a) has taken a 9 Panel Urine Drug Test (the "Drug Test") and (b) has been subjected to and passed a background check including, but not limited to, an Office of Foreign Assets Control (OFAC) Restricted and Denied Parties List screening (the "Background Check") while employed by Supplier. For the purposes of this Agreement, "passing" a Background Check shall consist of, but not be limited to, not having any convictions for the past seven (7) years for financial crimes, violence, drugs, or theft. Prior to any employee performing Services for Supplier under this Agreement, Supplier shall furnish a certification (the "Supplier Certification") to ND Defense indicating that employees of Suppliers performing Services under this Agreement shall have passed the Drug Test and the Background Check (including a specific certification that such employees have not had any convictions for the past 7 years for financial crimes, violence, drugs, or theft). In the event that Supplier becomes aware that any of Supplier's employees no longer meet the requirements of the Drug Test and/or Background Check, Supplier shall not permit such employees to perform Services for ND Defense under this Agreement.

62. CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM

a. The following definitions apply to this clause:

"Counterfeit Electronic Part" means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified electronic 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 electronic parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

“Electronic Part” means an integrated circuit, a discrete electronic component (including, but not limited to, a transistor, capacitor, resistor, or diode), or a circuit assembly (section 818(f)(2) of Pub. L. 112-81). The term “electronic part” includes any embedded software or firmware.

"Suspect Counterfeit Electronic Parts" an electronic part for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the electronic part is authentic. The Supplier shall not deliver Counterfeit Electronic Parts or Suspect Counterfeit Electronic Parts to ND Defense under this Contract.

- b. The Supplier shall not deliver Counterfeit Electronic Parts or Suspect Counterfeit Electronic Parts to ND Defense under this Contract
- c. The Supplier shall only purchase products to be delivered or incorporated as Work to ND Defense directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. The Supplier may use another source only if (i) the foregoing sources are unavailable, (ii) the Supplier’s inspection and other counterfeit risk mitigation processes will be employed to ensure the authenticity of the parts.
- d. The Supplier shall maintain counterfeit risk mitigation processes in accordance with industry recognized standards and with any other specific requirements identified in this Contract.
- e. The Supplier shall immediately notify ND Defense with the pertinent facts if the Supplier becomes aware that it has delivered Counterfeit Electronic Parts or Suspect Counterfeit Electronic Parts. When requested by ND Defense, the Supplier shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. The Supplier at its expense, shall provide reasonable cooperation to ND Defense in conducting any investigation regarding the delivery of Counterfeit Electronic Parts or Suspect Counterfeit Electronic Parts 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 parts.
- g. In the event that parts delivered under this Contract constitutes or includes Counterfeit Electronic Parts, the Supplier shall, at its expense, promptly replace such Counterfeit Electronic Parts with genuine parts conforming to the requirements of this Contract. Notwithstanding any other provision in this Contract, the Supplier shall be liable for all costs relating to the removal and replacement of Counterfeit Electronic Parts, including without limitation ND Defense’s costs of removing the Counterfeit Electronic Parts, of installing replacement parts and of any testing necessitated by the reinstallation of parts after the Counterfeit Electronic Parts have been exchanged. The remedies contained in this paragraph are in addition to any remedies ND Defense may have at law, equity or under other provisions of this Contract.
- h. The 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 electronic parts that will be included in or ultimately furnished to ND Defense.

(A) GOVERNMENT SUBCONTRACT

This Contract is entered into by the parties in support of a U.S. Government contract. As used in the FAR clauses referenced below and otherwise in this Contract:

1. “Commercial Item” means a commercial item as defined in FAR 2.101.
2. “Contract” means this contract.

3. "Contracting Officer" shall mean the U.S. Government Contracting Officer for PRIME CONTRACTOR's government prime contract under which this Contract is entered.
5. "Contractor" and "Offeror" means the Supplier, as defined in this Contract, acting as the immediate (first tier) subcontractor to PRIME CONTRACTOR.
6. "Prime Contract" means the contract between PRIME CONTRACTOR and the U.S. Government or between PRIME CONTRACTOR and its higher-tier contractor who has a contract with the U.S. Government.
7. "Subcontract" means any contract placed by the contractor or lower-tier subcontractors under this Contract.

(B) NOTES

1. Substitute "PRIME CONTRACTOR" for "Government" or "United States" throughout this clause.
2. Substitute "PRIME CONTRACTOR Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", "Contract Administration Office", and "ACO" throughout this clause.
3. Insert "and PRIME CONTRACTOR" after "Government" throughout this clause.
4. Insert "or PRIME CONTRACTOR" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to the Contractor to/from the Contracting Officer shall be through PRIME CONTRACTOR.
6. Insert "and PRIME CONTRACTOR" after "Contracting Officer" throughout the clause.
7. Insert "or PRIME CONTRACTOR PROCUREMENT REPRESENTATIVE" after "Contracting Officer" throughout the clause.
8. Insert "and PRIME CONTRACTOR" after "agency head" throughout the clause.
9. Insert "and PRIME CONTRACTOR'S RIGHTS" after "Government's rights" throughout the clause.

(C) MODIFICATIONS REQUIRED BY PRIME CONTRACT

Contractor agrees that upon the request of PRIME CONTRACTOR it will negotiate in good faith with PRIME CONTRACTOR relative to modifications to this Contract to incorporate additional provisions herein or to change provisions hereof, as PRIME CONTRACTOR may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of modifications to such Prime Contract. If any such modification to this Contract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" clause of this Contract.

(D) PRESERVATION OF THE GOVERNMENT'S RIGHTS

If PRIME CONTRACTOR furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information ("Furnished Items") which the U.S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that PRIME CONTRACTOR, acting on its own behalf, may modify or limit any rights the Government may have to authorize the Contractor's use of such Furnished Items in support of other U.S. Government prime contracts.

63. DEFENSE PRIORITY AND ALLOCATION SYSTEM (DPAS). Defense Priorities and Allocations System (DPAS) ratings are assigned to Federal Government Contracts for national defense, emergency preparedness and/or energy program use. DPAS rated contracts, and their respective materials and services requests, are communicated through purchase orders. Supplier shall follow all of the requirements of the (DPAS) regulation (15 CFR part 700).

1. Seller shall include in each lower-tier subcontract the appropriate flow down clauses as required by FAR and DFARS.
2. Nothing in these Terms and Conditions shall be construed or interpreted to limit or in any way restrict the rights of the Government in regard to data, tooling and other information it owns or has a right to use,

including the right to authorize the supplier's use of such data, tooling or other information in direct contracts between the supplier and the Government.

3. Except as may be expressly set forth in this document with the U.S. Government Contracting Officer's express consent, the subcontractor shall not acquire any direct claim or direct course of action against the U.S. Government.

64. 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)

(a)(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

FAR / DFAR	DESCRIPTION	DATE
52.202-1	Definitions	Jun 2020
52.203-3	Gratuities	Apr 1984
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Sep 2024
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 2020
52.204-2	Security Requirements	Mar 2021
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.217-9	Option to Extend the Term of the Contract	Mar 2000
52.219-8	Utilization of Small Business Concerns	Jan 2025
52.222-1	Notice of Government Labor Disputes	Feb 1997
52.222-3	Convict Labor	Jun 2003
52.222-18	Certification Regarding Knowledge of Child Labor for Listed Products	Feb 2021
52.222-19	Child Labor-Cooperation with Authorities and Remedies	Jan 2025
52.222-20	Walsh-Healy Public Contracts Act	Jun 2020
52.222-41	Service Contract Act of 1965, as Amended	Aug 2018
52.222-50	Combating Trafficking in Persons	Nov 2021
52.222-51	Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration or Repair of Certain Equipment - Requirements	May 2014
52.222-53	Exemption from Application of the Service Contract Act to Contracts for Certain Services - Requirements	May 2014
52.223-11	Ozone-Depleting Substances	May 2024
52.223-15	Energy Efficiency in Energy - Consuming Products	May 2020
52.224-2	Privacy Act	Apr 1984
52.225-1	Buy American Act - Supplies	Oct 2022
52.225-5	Trade Agreements	Nov 2023
52.225-8	Duty-Free Entry	Oct 2010

52.225-13	Restrictions on Certain Foreign Purchases	Feb 2021
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States	May 2020
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan - Certification	Aug 2009
52.227-19	Commercial Computer Software License	Dec 2007
52.244-6	Subcontracts for Commercial Items	Jan 2025
52.245-1	Government Property	Sep 2021
52.245-2	Government Property Installation Operation Services	Apr 2012
52.245-9	Use and Charges	Apr 2012
52.246-2	Inspection of Supplies - Fixed-Price	Aug 1996
52.246-4	Inspection of Services - Fixed-Price	Aug 1996
52.246-15	Certificate of Conformance	Apr 1984
52.246-16	Responsibilities for Supplies	Apr 1984
52.246-17	Warranty of Supplies of a Noncomplex Nature	Jun 2003
52.246-18	Warranty of Supplies of a Complex Nature	May 2001
52.246-20	Warranty of Services	May 2001
52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels	Nov 2021
52.249-1	Termination for Convenience of the Government - Fixed-Price, Short Form	Apr 1984
52.249-2	Termination for Convenience of the Government - Fixed-Price	Apr 2012
52.249-4	Termination for Convenience of the Government - Services, Short Form	Apr 1984
252.204-7000	Disclosure of Information	Oct 2016
252.209-7002	Disclosure of Ownership or Control by a Foreign Government	Dec 2022
252.225-7013	Duty-free Entry	Nov 2023
252.225-7031	Secondary Arab Boycott of Israel	Jun 2005
252.226-7001	Utilization of Indian Organizations and Indian Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	Jan 2023
252.246-7007	Contractor Counterfeit Electronic Part Detection And Avoidance System	Jan 2023
252.247-7023	Transportation of Supplies by Sea	Oct 2024

Additional requirements for subcontracts that exceed \$15,000

52.222-36	Equal Opportunity for Workers With Disabilities	Jun 2020
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Additional requirements for subcontracts that exceed \$35,000

52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Jan 2025
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Additional requirements for subcontracts that exceed \$150,000

52.203-6	Restrictions on Subcontractor Sales to Government	Jun 2020
52.219-8	Utilization of Small Business Concerns	Jan 2025
52.222-35	Equal Opportunity for Veterans	Jun 2020
52.222-37	Employment Reports on Veterans	Jun 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Dec 2010
52.222-54	Employment Eligibility Verification	Jan 2025
52.227-1	Authorization and Consent	Jun 2020
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Jun 2020
52.227-3	Patent Indemnity	Apr 1984
52.248-1	Value Engineering	Jun 2020
252.225-7008	Restriction on Acquisition of Specialty Metals	Mar 2013
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	Jan 2023

<u>Additional requirements for subcontracts that exceed \$6,000,000</u>		
52.203-13	Contractor Code of Business Ethics and Conduct	Nov 2021

<u>In addition to the before mentioned FAR and DFAR clauses, the following clauses apply to <u>Non-Commercial</u> specific items</u>		
52.203-5	Covenant Against Contingent Fees	May 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	May 2014
52.203-10	Price of Fee Adjustment for Illegal or Improper Activity	May 2014
52.211-5	Material Requirements	Aug 2000
52.223-3	Hazardous Material Identification and Material Safety Data	Feb 2021
52.227-9	Refund of Royalties	Apr 1984
52.227-10	Filing of Patent Applications - Classified Subject Matter	Dec 2007
52.227-11	Patent Rights - Ownership by the Contractor	May 2014
52.227-13	Patent Rights - Ownership by the Government	Dec 2007
52.227-14	Rights in Data - General	May 2014
52.227-16	Additional Data Requirements	Jun 1987
52.227-17	Rights in Data - Special Works	Dec 2007
52.227-18	Rights in Data - Existing Works	Dec 2007
52.227-21	Technical Data Declaration, Revision, and Withholding of Payment - Major Systems	May 2014
52.227-22	Major System - Minimum Rights	Jun 1987
52.227-23	Rights to Proposal Data (Technical)	Jun 1987
52.228-3	Worker's Compensation	Jul 2014
52.228-4	Worker's Compensation and War-Hazard Insurance Overseas	Apr 1984
52.228-5	Insurance - Work on a Government Installation	Jan 1997
52.229-3	Federal, State, and Local Taxes	Feb 2013
52.229-4	Federal, State, and Local Taxes (State and Local Adjustments)	Feb 2013
52.229-6	Taxes - Foreign Fixed-Price Contracts	Feb 2013
52.229-7	Taxes - Fixed-Prices Contracts with Foreign Governments	Feb 2013
52.232-17	Interest	May 2014
52.233-3	Protest After Award	Aug 1996
52.234-1	Industrial Resources Developed Under Defense Production Act Title III	Sep 2016
52.237-3	Continuity of Services	Jan 1991
52.242-1	Notice of Intent to Disallow Costs	Apr 1984
52.242-15	Stop - Work Order	Aug 1989
52.242-17	Government Delay of Work	Apr 1984
52.243-1	Changes - Cost Fixed-Price	Aug 1987
52.246-7	Inspection of Research and Development - Fixed-Price	Aug 1996
52.246-9	Inspection of Research and Development - Short Form	Apr 1984
52.247-63	Preference for U.S.-Flag Air Carriers	Jan 2025
52.250-1	Indemnification Under Public Law 85-804	Apr 1984

<u>Additional requirements for subcontracts that exceed \$150,000</u>		
52.203-7	Anti-Kickback Procedures	Jun 2020
52.215-2	Audit and Records - Negotiation	Jun 2020
52.215-14	Integrity of Unit Prices	Nov 2021
52.222-38	Compliance with Veterans' Employment Reporting Requirements	Feb 2016

<u>Additional requirements for subcontracts that exceed \$750,000</u>		
52.215-10	Price Reduction for Defective Cost or Pricing Data	Aug 2011
52.215-11	Price Reduction for Defective Cost or Pricing Data Modifications	Jun 2020
52.215-12	Subcontractor Cost or Pricing Data	Jun 2020
52.215-13	Subcontractor Cost or Pricing Data - Modifications	Jun 2020
52.215-15	Termination of Defined Benefit Pension Plans	Oct 2010
52.215-18	Reversion or Adjustment of Plans for Post - Retirement Benefits (PRB) Other Than Pensions	Jul 2005
52.215-19	Notification of Ownership Changes	Oct 1997
52.219-9	Small Business Subcontracting Plan	Jan 2025
52.219-16	Liquidated Damages - Subcontracting Plan	Sep 2021
52.230-2	Cost Accounting Standards	Jun 2020
52.230-3	Disclosure and Consistency of Cost Accounting Practices	Jun 2020
52.230-6	Administration of Cost Accounting Standards	Jun 2010
End of document		