

SIERRA NEVADA COMPANY, LLC

TERMS AND CONDITIONS-GOVERNMENT CONTRACT-COST REIMBURSABLE

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1. ACCEPTANCE OF SUBCONTRACT

- (a) Any of the following acts by Seller shall constitute unqualified acceptance and shall create a binding Subcontract between Seller and Buyer, which shall be governed by the Terms and Conditions of the Subcontract, as defined below:
 - (i) signing and returning a copy of the Subcontract; (ii) beginning performance of the Subcontract; or (iii) accepting payment.
- (b) This Subcontract integrates, merges, and supersedes any prior offers, negotiations, and agreements (including letter contract or undefinitized contract action, if any) concerning the subject matter hereof and constitutes the entire agreement as between the Parties.
- (c) Buyer objects to, and shall not be bound by, any terms and conditions stated in Seller's acceptance of this Subcontract unless expressly accepted in writing by Buyer.

2. DEFINITIONS

The following terms have the meaning as set forth below:

- (a) "Buyer" means Sierra Nevada Company, LLC.
- (b) "Buyer's Authorized Representative" means the agent of Buyer with the actual authority to make legally binding commitments on behalf of Buyer as designated in this Subcontract.
- (c) "Buyer's Customer" means Buyer's customer(s) under the Prime Contract, as applicable, which may be the Government or a higher-tier contractor.
- (d) "Day" means a calendar day, unless otherwise specified.
- (e) "DFARS" means the Defense Federal Acquisition Regulation Supplement, Chapter 2 of Title 48 of the Code of Federal Regulations, as amended.
- (f) "FAR" means the Federal Acquisition Regulation, Chapter 1 of Title 48 of the Code of Federal Regulations.
- (g) "Goods" means any movable material acquired, produced, or delivered by Seller as set forth in this Subcontract, and shall include any movable material acquired, produced, or delivered by Seller in connection with the Work.
- (h) "Government" means the United States Government or its authorized representatives.
- (i) "Parties" means Buyer and Seller collectively, as referred to herein.
- (j) "Party" means Buyer or Seller individually, as referred to herein.
- (k) "Prime Contract" means the contract, if any, between Buyer and Government or the contract between Buyer and a higher tier contractor.
- (l) "Subcontract" means the entire agreement between the parties, including the subcontract agreement, any statement of work and schedule, these Terms and Conditions, Buyer's specifications/drawings for the Subcontract, and any documents incorporated by reference.
- (m) "Seller" means the party with whom Buyer is contracting.
- (n) "Services" means services described in this Subcontract, and services that are necessary and incidental to the delivery of Goods under this Subcontract.
- (o) "Terms and Conditions" means this document.
- (p) "Work" means all required articles, materials, supplies, Goods, and Services constituting the subject matter of the Subcontract and ordered by the Subcontract.

3. ORDER OF PRECEDENCE

The Terms and Conditions of this Subcontract, including any exhibits or addenda incorporated herein, shall be interpreted in a consistent and harmonious manner. In the event of conflict, the order of precedence shall be:

- (a) The Subcontract;
- (b) These Terms and Conditions, except for FAR and DFARS Flowdown Provisions contained in Section 68;
- (c) Any Prime Contract terms incorporated herein;
- (d) Any document providing for additional flowdown FAR or DFARS provisions (or other Government agency FAR supplement, if any) incorporated and made a part of this Subcontract;
- (e) Section 68 of these Terms and Conditions: FAR and DFARS Flowdown Provisions;
- (f) Any non-disclosure agreement between the Parties;
- (g) The Statement of Work;
- (h) Other addenda or exhibits incorporated and made a part of this Subcontract, with such precedence as indicated in this Subcontract.

4. INVOICE AND PAYMENT

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

- (3) Description, quantity, unit of measure, unit price and extended price of the Goods delivered, or detailed description of the Services, performed during the billed period;
- (4) Total amount claimed for payment;
- (5) Seller name and address;
- (6) Seller remittance address;
- (7) Invoice number;
- (8) Invoice date;
- (9) Shipping number and date of shipment (as applicable);
- (10) Terms of any prompt payment discount offered;
- (11) SNC Buyer's Authorized Representative name; and,
- (12) Seller's name, title, and phone number of person to be notified in event of defective invoice.
- (c) All payments are contingent on acceptance of the Goods or Services by Buyer.
- (d) Seller shall issue separate invoices for travel and each shipment showing the amount of material shipped.
- (e) Unless specifically set forth in Seller's proposal or quote and accepted by Buyer, the stated contract price shall include all charges for packing, shipping, hauling, storage, and transportation to the point of delivery.
- (f) Unless otherwise authorized by Buyer, Seller shall not issue an invoice prior to the actual delivery date of Work through the SNC Source-to-Pay system. Seller shall forward to Buyer, with the invoice, receipt or Bill of Lading signed by the carrier, evidencing the fact that shipment has been made.
- (g) Payment due dates, including discount periods, shall be calculated from the date of the later of the scheduled delivery date, the actual delivery date, or the date of receipt of a correct invoice through the SNC Source-to-Pay system.
- (h) The cash discount period to Buyer, if any, will date from the later of:
 - (i) the receipt of a compliant invoice (not from date of the invoice);
 - (ii) the actual date of acceptance of the Work; or,
 - (iii) the delivery date specified in the Subcontract.
- (i) Payment of invoices will be made in accordance with the terms of the Subcontract. Unless freight and other charges are itemized, any discount shall be taken on the full amount of the invoice in the SNC Source-to-Pay system. To be compliant, invoices shall be supported by such documents in such form as Buyer requests and shall bear such certification as may be required by law, regulations, or the Subcontract.
- (j) Invoices not submitted through SNC Source-to-Pay are not subject to the agreed to terms of payment
- (k) The Subcontract number shall appear on all invoices, packages, crates or boxes, bills of lading, express receipts, correspondence, and other instruments used in connection with the Subcontract.
- (l) Invoices shall be submitted through the SNC Source-to-Pay system within ten (10) days after shipment.
- (m) All containers, drums, carboys, etc., to be returned shall be shipped on a no charge or consignment basis unless otherwise specified in the Subcontract. Buyer shall pay for only such containers that it does not return within a reasonable time.
- (n) Payment shall not constitute acceptance of the Work.
- (o) Payment shall be deemed to have been made on the date SNC's Electronic Funds Transfer (EFT) or payment is otherwise tendered through the SNC Source-to-Pay system.
- (p) Seller shall promptly repay Buyer any amounts paid in excess of amount due Seller.
- (q) Invoices which do not agree with prices or other terms of the Subcontract will be returned to Seller for corrections through the SNC Source-to-Pay system.
- (r) Payment schedule shall commence upon receipt of the correct invoice by Buyer through the SNC Source-to-Pay system.
- (s) If Work or any part thereof as required by the Subcontract is not delivered within the time specified or is deficient upon delivery, Buyer may, until such data is accepted, withhold payment to Seller of twenty percent (20%) of the total Subcontract. Payments shall not be withheld nor any other action taken pursuant to this clause when Seller's failure to make timely delivery arises out of causes beyond the control and without the fault or negligence of Seller.
- (t) If Buyer makes any payments to Seller prior to receipt of final payment under the corresponding prime contract, those payments by Buyer shall be considered interim in nature and subject to adjustment if the prime contractor determines that Buyer is not entitled to the full amount requested under the prime contract.
- (u) All claims for monies due or to become due from Buyer shall be subject to deduction by Buyer, for any set off or counterclaim arising out of this or any other of Buyer's orders with Seller whether such set off or counterclaim arose before or after any such claim or assignment by Seller.

5. TAXES

All prices reflected in this Subcontract shall include all federal, state, and local taxes. Seller shall provide Buyer with the appropriate IRS Form W-8 (e.g., W-8BEN, W-8BEN-E, W-8IMY, etc.) if Seller is a non-U.S. entity, or IRS Form W-9 if Seller is a U.S. entity. If Seller fails to provide one of these forms, Buyer may be required by the Internal Revenue Code to withhold a portion of the amounts due to Seller. If Buyer is required by law or regulation to make such a withholding, Seller hereby consents to the withholding and agrees that it shall not constitute a breach of this Subcontract.

6. DELIVERY

- (a) Time is of the essence. Seller's timely performance of the Work is a material element of this Subcontract and Seller shall strictly adhere to the milestone, shipment, and delivery schedule specified in this Subcontract. Any unexcused failure to deliver in accordance with such schedules shall constitute a material breach of this Subcontract.

- (b) In the event of any anticipated or actual delay in any Seller satisfying the Subcontract's schedule, Seller shall (i) immediately notify Buyer in writing of the reasons for the delay and the action being taken to overcome or minimize the delay and (ii) provide Buyer with a written recovery schedule detailing how Seller will make up the time lost through delay. Such notification from Seller to Buyer shall not relieve Seller from satisfying the Subcontract's schedules.
- (c) If for any reason Seller fails to satisfy a milestone, shipment, or delivery schedule specified in this Subcontract, Buyer may, at its option and without limitation of any other remedies available in law and equity, (i) request that Seller expedite performance of the Work, including purchasing premium shipment, and Seller shall be solely responsible for any excess costs incurred, (ii) approve a revised schedule, or (iii) hold Seller in default and terminate this Subcontract or the delayed portion thereof for cause. If Buyer elects to proceed with Seller's performance of the Work despite an unexcused delay in performance or delivery, among other remedies set forth in this Subcontract, Buyer shall be entitled to any and all costs it incurs as a result of Seller's delayed performance or delivery. If Buyer elects to terminate this Subcontract or the delayed portion thereof due to an unexcused delay in performance or delivery, in addition to all other remedies set forth in this Subcontract and/or available at law, Buyer shall be entitled to any excess costs arising from Buyer's re-procurement or self-performance of the Work.
- (d) Unless authorized in writing by Buyer's Authorized Representative, Seller shall not deliver Work to Buyer prior to the scheduled delivery date specified in the Subcontract.

7. PACKING AND SHIPPING

(this provision applies only if the Work performed under this Subcontract will result in Seller delivering Goods to Buyer)

- (a) Seller shall pack all Work to be delivered under this Subcontract to prevent damage, wear, or deterioration. Unless otherwise specified in this Subcontract, all Work to be delivered under this Subcontract shall be packed in accordance with the best available commercial practices and in compliance with transportation regulations. The price of this Subcontract shall include all charges for packing, shipping, hauling, storage, and transportation to the point of delivery. Seller shall reimburse Buyer for any expense incurred by Buyer as a result of improper packing or marking.
- (b) A complete packing list shall be enclosed with all shipments of Work from Seller to Buyer and, if a shipment completes Seller's performance of the Work under the Subcontract, the packing list shall state, "This shipment completes this Subcontract." All shipping documents, shipping labels, packing sheets and lists, and bills of landing, as well as any interior and exterior containers, shall show full and complete information, where applicable, as to the names and addresses of consignor and consignee, Subcontract number, Subcontract line item number, and date of shipment.
- (c) Seller shall submit to Buyer a packing list for any shipment of Work delivered under this Subcontract. The packing list shall include, at a minimum, the: (i) item description; (ii) item number; and (iii) serial number of the Work, if any.
- (d) Seller shall ship all Work delivered under this Subcontract to the destination specified by Buyer in the Subcontract. Buyer expressly reserves the right to specify the mode of shipment.
- (e) If any transportation charges paid by Seller are subject to reimbursement, Seller shall show such charges on its invoice as a separate line item with the freight bill receipt attached accordingly.

8. TITLE AND RISK OF LOSS

(this provision applies only if the Work performed under this Subcontract will result in Seller delivering Goods to Buyer)

- (a) Unless otherwise specified in this Subcontract, where applicable, title to any Work delivered by Seller shall pass to Buyer upon Buyer's final inspection and acceptance of such Work, regardless of when or where Buyer takes physical possession.
- (b) Risk of loss or damage to Work shall remain with Seller until: (i) **F.O.B. Origin:** The Seller retains the risk of loss or damage to the Work until the Work is delivered to an authorized carrier; or (ii) **F.O.B. Destination** (a) The Seller retains the risk of loss or damage to the Work until the later of (1) Final acceptance of the Work by the Buyer, or (2) Receipt of the Work by the Buyer at the destination specified in this Subcontract. Notwithstanding the above, the risk of loss or damage to Work that fails to conform to the Subcontract shall remain with Seller until cure or final acceptance.
- (c) International Deliveries: FCA (Port of Export) shall be used under the Subcontract. *F.O.B. Origin is not applicable for the delivery of international Goods.*
- (d) Non-Conforming Work, regardless of the delivery terms, the risk of loss or damage to any Work that does not conform to the Subcontract remains with the Seller until the issue is resolved (cure) or the Work is finally accepted by the Buyer.

9. USE OF SNC'S PURCHASING SYSTEM AND RECORDKEEPING

- (a) Seller agrees to utilize Buyer's designated purchasing system for all transactions related to this Subcontract. Seller acknowledges that it is Seller's responsibility to familiarize itself with the purchasing system's processes, procedures, and requirements.
- (b) Seller shall ensure that all relevant records, including but not limited to purchase orders, agreements, contracts, invoices, receipts, and delivery documentation, are accurately and promptly entered into SNC's purchasing system. Seller shall maintain up-to-date records in accordance with the requirements specified by SNC.
- (c) Furthermore, Seller shall be responsible for ensuring the accuracy and completeness of the information provided in SNC's purchasing system. This includes promptly updating any changes to its contact details, financial information, certifications, accreditations, or any other relevant data that may affect the contract's execution.

- (d) Seller shall cooperate with Buyer in resolving any discrepancies or issues related to the records in the purchasing system. Seller shall promptly respond to requests for information or clarification from Buyer's designated personnel responsible for managing the purchasing system.
- (e) Failure by Seller to comply with the requirements outlined in this clause may result in delays, payment issues, or other adverse consequences. Buyer reserves the right to take appropriate actions, including but not limited to withholding payment or terminating the contract, in the event of non-compliance.

10. INSPECTION/ACCEPTANCE

- (a) Seller shall only tender for acceptance Work that conforms to all the requirements of this Subcontract. Buyer, its agents, and Buyer's Customer reserve the right to inspect or test Work performed under this Subcontract at any time and place, including during the period of performance, and in any event prior to Buyer's acceptance of Seller's Work. The methods of inspection for the purpose of Buyer's acceptance of any Work performed by Seller under this Subcontract shall be determined in Buyer's sole discretion and may include statistical sampling methods. Buyer assumes no contractual obligations to perform any such inspection or test for the benefit of Seller. Buyer, its agents, and Buyer's Customer shall also have the right to inspect the plant or plants of Seller, or any of Seller's lower-tiered subcontractors or vendors, utilized for the performance of any Work under this Subcontract.
- (b) If any inspection is made on the premises of Seller or any of Seller's lower-tiered subcontractors or vendors, Seller shall furnish without additional charge to Buyer, its agents, and Buyer's Customer all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of its duties. All inspections and tests shall be performed in such a manner as not to unduly delay the Work. Final inspections shall be on Buyer's premises unless Buyer directs otherwise in writing.
- (c) Seller shall maintain an inspection system acceptable to Buyer covering the Work under this Subcontract. Seller shall perform all examinations, inspections, and tests, or assume responsibility for others to do so on its behalf, necessary to ensure that the Work performed is in strict compliance with all requirements of this Subcontract. Seller shall maintain and make available complete records of all inspection work performed by Seller. Records of all inspection work by Seller shall be kept complete and available to Buyer during the performance of the Subcontract and for a period of five (5) years after final payment by Buyer to Seller for any Work performed under this Subcontract.
- (d) Seller warrants that all Work will be performed with the standard of a fully qualified professional and will be in strict compliance with the requirements of this Subcontract. In the event that the Work is determined by Buyer to be defective in material or workmanship or otherwise not in conformity with the requirements of this Subcontract, Buyer may, in its sole discretion, (i) require Seller to replace or correct the Work at no increase in the Subcontract price; (ii) pay for such Work at a reduced price and recover from Seller any costs incurred by Buyer to test, evaluate, or manufacture conforming Work; (iii) terminate this Subcontract for cause; and/or (iv) exercise any other applicable rights and remedies permitted under this Subcontract and applicable law.
- (e) When the defects in the Work cannot be corrected by reperformance, Buyer may (i) require Seller to take necessary action to ensure that future performance complies with the requirements of the Subcontract and/or (ii) reduce the Subcontract price to reflect the reduced value of the Work. If Seller fails to proceed with reasonable promptness to replace or correct the nonconforming Work, Buyer may terminate the Subcontract for cause and self-perform the replacement or correction Work, or authorize others to do the same, and charge to Seller or setoff any costs incurred that are directly related to the performance of such Work.
- (f) Buyer shall accept Work delivered by Seller or provide Seller notice of rejection due to any defect in material or workmanship or otherwise not in conformity of the requirements of the Subcontract within a reasonable time after delivery. Buyer's acceptance of any Work shall not waive, modify, or limit Seller's obligations to perform the Work in strict compliance with the requirements of this Subcontract or impair any rights or remedies of Buyer, including revocation of acceptance.
- (g) The rights and remedies of Buyer provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity or under this Subcontract including, without limitation, cancellation of this Subcontract.

11. CHANGES

- (a) Buyer's Authorized Representative may at any time, by written order, and without notice to sureties (if any), make changes within the general scope of this Subcontract, including changes to any of the following: (i) the drawings, designs, or specifications; (ii) the method of shipment or packing; (iii) the place of delivery, inspection, or acceptance; (iv) the description of Services to be performed; (v) the time of performance; (vi) the place of performance; (vii) the delivery schedule; (viii) the quality requirements; and (ix) any flowdown requirements. Seller shall comply immediately with such written order. Except for the rights granted to Seller under this provision, a change pursuant to this provision shall not entitle Seller to any other modification or amendment to this Subcontract unless expressly set forth in writing and authorized by Buyer's Authorized Representative.
- (b) If any such change causes an increase or decrease in the cost of, or the time required to complete, performance of any of the Work under this Subcontract, Seller may request an equitable adjustment in the (i) price, (ii) delivery or completion schedule, or (iii) any other affected terms and the Subcontract that may require modification. Notwithstanding the above, in the event a change to this Subcontract is the result of any change to the Prime Contract, as an express condition precedent to Seller's recovery of any of the above-referenced remedies, Buyer must first obtain

payment from the Buyer's Customer (i.e., Seller may recover against Buyer only to the extent that Buyer is paid by Buyer's Customer for the relevant change) and Seller bears the risk of Buyer's Customer's nonpayment.

- (c) Seller shall submit any "change order proposal" (hereinafter referred to as "Change Proposal") under this clause within ten (10) days from the date of receipt of the written order. However, if Buyer decides that the facts justify it, Buyer may receive and act upon a proposal submitted before final payment of the order. Seller shall have the burden to support any amounts claimed or schedule relief sought in the Change Proposal. When costs are a factor in the resolution of a Change Proposal submitted by Seller to Buyer, such costs shall be subject to the cost principles set forth in FAR Part 31 in effect as of the date of the Subcontract.
- (d) If the Change Proposal includes the price of property made obsolete or in excess by the change, Buyer shall have the right to prescribe the manner of disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under the Disputes clause of this Subcontract. However, nothing in this clause shall excuse Seller from proceeding with the Work under the Subcontract as changed.
- (f) Seller shall not make any changes in Work and/or Services under this Subcontract. Seller is required to notify Buyer of changes in product and/or process definition impacting the quality or characteristics of the Work. Buyer and/or Buyer's Customer must review and approve proposed changes prior to implementation.

12. STOP WORK

- (a) Buyer may, at any time, by written order to Seller, require Seller to stop all, or any part, of the work called for by this Subcontract for a period of one hundred (120) days, or a longer period as required by Buyer's Customer, after the order is delivered to Seller (each, a "Stop Work Order"), and for any further period to which the Parties may agree. Upon receipt of a Stop Work Order, Seller shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the order during the period of work stoppage. Within a period of one hundred twenty (120) days after a Stop Work Order is delivered to Seller, or within any extension of that period to which the Parties may agree, Buyer shall either (i) cancel the Stop Work Order or (ii) terminate the Work covered by such Stop Work Order as provided in the "Termination/Cancellation" provision of this Subcontract.
- (b) If a Stop Work Order issued under this provision is canceled or the work stoppage period or any extension thereof expires, Seller shall resume the affected Work. Seller may request an equitable adjustment in the delivery schedule, or the Subcontract price, or both, and modify the Subcontract in writing accordingly, if (i) the Stop Work Order results in an increase in the time required for, or in Seller's price properly allocable to the Work performed under this Subcontract and (ii) Seller asserts its right to the adjustment within ten (10) days after the end of the work stoppage period. If Buyer decides the facts justify such action, Buyer may receive and act upon a proposal submitted at any time before final payment under this Subcontract.

13. QUALITY CONTROL SYSTEM

- (a) Seller agrees to provide and maintain a quality control system to an industry-recognized standard and in compliance with any other specific quality requirements set forth in this Subcontract that is acceptable to Buyer and/or Buyer's Customer, where applicable, for the Work performed under this Subcontract. Seller shall permit both Buyer and Buyer's Customer reasonable access to Seller's facilities to review procedures, practices, processes, and related documents to determine such quality control system acceptability.
- (b) Seller shall maintain records evidencing all inspections made under the system and the outcome. Such records shall be kept complete and made available to Buyer and Buyer's Customer. Seller agrees to include and agrees to require lower-tier subcontractors and vendors to include, the substance of this provision for any Work related to this Subcontract.

14. FURNISHED PROPERTY

- (a) Buyer may, from time-to-time during performance of this Subcontract, provide to Seller property owned by either Buyer or Buyer's Customer ("Furnished Property"). Furnished Property shall be used only for the performance of this Subcontract.
- (b) Except for ordinary wear and tear, Seller shall assume all risk of loss, destruction, or damage to any Furnished Property while in Seller's possession, custody, or control. Seller shall manage, maintain, and preserve Furnished Property in accordance with good commercial practices. Upon request, Seller shall provide Buyer with adequate proof of insurance with coverage sufficient to protect against a total loss of Furnished Property. Such Furnished Property insurance policy shall be at Seller's expense. Seller shall promptly notify Buyer in writing if any Furnished Property is lost, damaged, or destroyed.
- (c) Buyer shall have the right to enter Seller's premises at reasonable times to inspect Furnished Property and Seller's records pertaining to such property. At the request of Buyer, Seller shall execute any documents, including, but not limited to, financial statements, required by Buyer to protect Buyer's and/or Buyer's Customer's interest in Furnished Property.
- (d) Upon completion, termination, or cancellation of this Subcontract, or as otherwise directed by Buyer, Seller shall deliver such Furnished Property, to the extent not incorporated in any Work delivered under this Subcontract, to Buyer in good condition subject to ordinary wear and tear and normal manufacturing losses. Nothing in this provision shall limit Seller's use, in its direct contracts with the Government, of property in which the Government has an interest.
- (e) The Government Property clause, if contained in FAR and DFARS Flowdown Provisions appended to this Subcontract, shall take precedence over this clause with respect to Government-furnished property, or other property to which the

Government may take title under this Subcontract. Seller shall provide Buyer immediate notice of any disapproval, withdrawal of approval, or nonacceptance by the Government of its property control system.

15. NEW MATERIALS

Unless expressly authorized in writing by Buyer's Authorized Representative, all Work delivered by Seller under this Subcontract shall consist of new materials, as defined in FAR 52.211-5.

16. PARTS OBSOLESCENCE/DISCONTINUANCE

Buyer may wish to place additional orders for Work purchased under this Subcontract. Seller agrees to provide Buyer with a "Last Opportunity to Buy Notice" at least twelve (12) months before any action to discontinue or render obsolete any Work purchased under the Subcontract.

17. PROPRIETARY INFORMATION

- (a) In the event the Parties have entered into a Non-Disclosure (Proprietary Information) Agreement ("NDA/PIA") applicable to the Work performed under this Subcontract, and that NDA/PIA remains in effect, the NDA/PIA shall govern the treatment of proprietary information exchanged by the Parties. In such an event, the Parties hereby agree to (i) extend the term of the NDA/PIA to cover the period of performance of this Subcontract, inclusive of all options and extensions (if any), and (ii) include within the purpose of the NDA/PIA or the permitted uses of information exchanged thereunder performance of this Subcontract.
- (b) If the Parties have not entered into an NDA/PIA, or if an NDA/PIA between the Parties has expired before the effective date of this Subcontract, the following terms in subparagraphs (c) through (g) below shall govern the treatment of proprietary information exchanged between the Parties.
- (c) The Parties anticipate that under the Subcontract it may be necessary for either Party to disclose to the other Party information of a proprietary nature. Proprietary information that may be disclosed under this Subcontract includes, but is not limited to, drawings, specifications, non-public product information, and other technical capabilities. Proprietary information shall be clearly identified by the disclosing Party at the time of disclosure. All written proprietary information disclosed from one Party to the other Party shall be marked as proprietary prior to disclosure.
- (d) Each of the Parties to this Subcontract agrees to use the same efforts to protect such information as is used to protect its own proprietary information, but in no case less than reasonable care. Disclosures of such proprietary information shall be restricted to individual personnel of the receiving Party who has a need to know such information and are directly performing Work under the Subcontract.
- (e) Neither Party shall make any reproduction, disclosure, or use of such proprietary information except as follows:
 - (1) Such information furnished by Buyer may be used solely by Seller in performing its obligations under the Subcontract;
 - (2) Such information furnished by Seller may be used by Buyer in performing its obligations under this Subcontract and in performing its obligations under the Prime Contract, if any. Buyer's use of Seller's proprietary information to perform Buyer's obligations under the Prime Contract expressly includes delivering information furnished by Seller to Buyer's Customer. Under such circumstances, Buyer will affix appropriate restrictive legends to the extent Seller specifically requests and that such legends are permitted by the Prime Contract.
 - (3) Such information may also be used in accordance with any written authorization received from the disclosing Party.
- (f) The limitation on the reproduction, disclosure, or use of proprietary information shall not apply to, and neither Party shall be liable for, reproduction, disclosure, or use of proprietary information with respect to any of the following conditions:
 - (1) If, prior to the receipt thereof under this Subcontract, the information was developed independently by the receiving Party, was lawfully known to the receiving Party, was lawfully received from a source other than the disclosing Party (provided such source did not receive it due to a breach of this clause), or was in the public domain prior to disclosure hereunder.
 - (2) If, subsequent to receipt thereof under this Subcontract, the information was published by the disclosing Party or was disclosed by the disclosing Party to others without restriction, was lawfully obtained by the receiving Party from other sources (provided such source did not receive it due to a breach of this clause), or otherwise was public knowledge or became generally known to the public.
 - (3) If any part of the proprietary information has been or hereafter shall be disclosed in a United States patent issued to the disclosing Party furnishing the proprietary information hereunder, then, after the issuance of said patent, the limitations on such proprietary information as disclosed in the patent shall be only that afforded by United States patent laws.
 - (4) If the proprietary information was furnished orally by the disclosing Party, unless such proprietary information was identified to the receiving Party as proprietary at the time of disclosure, was reduced to writing and marked proprietary by the disclosing Party within fifteen (15) days of the disclosure, and was provided to the receiving Party.
 - (5) If such proprietary information is obligated to be disclosed under order of a court of competent jurisdiction, so long as prompt notice of the order is given to the disclosing Party.
 - (6) If such proprietary information was disclosed with the written approval of the disclosing Party.

- (g) The furnishing of any proprietary information by either Party shall not be construed as granting to the receiving Party either expressly, by implication, estoppel, or otherwise, any ownership or license right (other than the limited license to use the information internally for the purpose for which it was provided) under any invention, patent, trade secret, trademark, or copyright now or hereafter owned or controlled by the disclosing Party. The foregoing shall not impact any license or ownership right in information identified and set forth elsewhere in this Subcontract.
- (h) Seller shall upon Buyer's request or upon completion of this Subcontract, whichever occurs first, promptly at its option:
 - (i) destroy all proprietary information furnished in connection with the Subcontract and certify such destruction; or (ii) return to Buyer all proprietary information furnished in connection with the Subcontract, together with all copies or reprints in Seller's possession and control, including any copies stored in computer generated back-up files, and Seller shall thereafter make no further use of such proprietary information without Buyer's prior written consent.
- (i) Seller agrees that any Work delivered to Buyer under this Subcontract will be free from confidential, proprietary, or restrictive-use markings that are not expressly permitted pursuant to the FAR, DFARS, or any Government agency FAR supplement incorporated into this Subcontract. Buyer or Buyer's Customer may provide Seller written notice of any nonconforming markings, and Seller shall have thirty (30) days to provide conforming markings. If Seller fails to timely correct any nonconforming markings within the time permitted in this provision, Buyer may, at Seller's expense, correct any such nonconforming markings.
- (j) Neither this section nor the terms of any applicable NDA/PIA shall act as a restriction on any licenses granted elsewhere in this Subcontract or any information, data, or intellectual property delivered under such license(s).
- (k) To the extent Buyer institutes any legal action against Seller to enforce any term of this Section 26 or any term of an applicable NDA/PIA, and Buyer is a prevailing party in any such legal action, then Seller shall pay to Buyer all reasonable attorneys' fees and costs incurred in connection with any such action, proceeding, or appeal thereof.

18. RIGHTS IN INTELLECTUAL PROPERTY

- (a) Seller hereby assigns to Buyer all rights in, title to, and ownership of patents, trade secrets, technical data, and other intellectual property created, conceived, or first reduced to practice during Seller's performance of the Work under this Subcontract. This specifically includes, but is not limited to, original works of authorship fixed in any tangible form, including software and software improvements, enhancements, derivative works, and mask works, whether specially ordered or commissioned, made by Seller alone or jointly with others in connection with the Subcontract.
- (b) In instances where the above allocation of rights is prohibited by law or the terms of the Prime Contract, Seller hereby grants to Buyer a royalty-free, perpetual, worldwide, non-exclusive, irrevocable, transferrable, sublicensable, and otherwise unlimited license to sell, disclose, distribute, or otherwise use all delivered data, software, or other intellectual property to support Buyer's Customer under the relevant Prime Contract, as well as related and/or follow-on contracts, to make use of any delivered Goods, Services, or intellectual property (including data), and/or to otherwise comply with Buyer's contractual obligations under the relevant Prime Contract and/or related or follow-on contracts. In instances where Seller retains ownership of data or intellectual property first created, conceived, or first reduced to practice under this Subcontract, Seller hereby agrees to comply with (and take all actions necessary to support Buyer's compliance with) all applicable notice, administration, and reporting requirements set forth in statutes and regulations relevant to United States Government contracting.
- (c) Seller further warrants that it will obtain from all employees, vendors, and/or subcontractors such rights and title necessary to comply with the requirements of this provision, on Buyer's behalf, from all employees or lower-tiered subcontractors and vendors in a way that facilitates Seller's transfer of such rights and title to Buyer or Buyer's assigns. Seller shall not incorporate any data or other intellectual property which was not first produced in the performance of the Subcontract into Work delivered under the Subcontract unless Seller: (i) arranges for and provides to Buyer and Buyer's Customer a non-exclusive, irrevocable license for unlimited use and disclosure of the data or other intellectual property sufficient to allow Buyer to comply with its obligations to its Customer rights consistent with those that Buyer would receive had the data or intellectual property been created, conceived, or first reduced to practice under this Subcontract; or (ii) receives prior approval from Buyer to incorporate such data or intellectual property.
- (d) Seller recognizes that this Subcontract is issued under a Prime Contract awarded by the Government. Accordingly, the Government is entitled to certain intellectual property rights associated with Work developed by Seller under this Subcontract. The terms of this section are not intended to limit the Government's rights in Work performed or delivered under this Subcontract. For additional information on intellectual property rights, please review FAR Part 27, DFARS Part 227, similar provisions of relevant agency FAR supplements, and the clauses associated with each of the aforementioned sections. Seller hereby agrees to provide and does provide the Government with all intellectual property rights, including license rights, required by the FAR and DFARS.
- (e) Any intellectual property, technical data, or other information owned by or provided by Buyer to Seller under this Subcontract shall remain the exclusive property of Buyer. Seller shall treat this Buyer-provided or Buyer-owned intellectual property, technical data, and other information in accordance with the terms of the applicable NDA/PIA or the provision of this Subcontract concerning proprietary information. To the extent that Seller uses Buyer's intellectual property, technical data, or other information to create new or updated products, Seller agrees that (1) the new or updated products reflect an instantiation of Buyer's intellectual property, technical data, or other information; (2) providing such new or updated products to third parties would violate the terms of the NDA/PIA; and (3) as a result, Seller will not supply such new or updated products to any third parties without first obtaining consent from SNC.

- (f) Nothing in this Subcontract permits Seller to use publicly or with any third parties Buyer's name, trademarks, or Buyer-owned images. Seller may only receive the right to use such names, trademarks, or images through a separate agreement with Buyer. If Seller receives such a right to use Buyer's names, trademarks, or images, such use must be consistent with Buyer's usage guidelines, which will be provided if and when Seller is permitted to use Buyer's names, trademarks, or images.
- (g) Any Work delivered under this Subcontract shall not contain any software, including, without limitation, source code, compiled code, embedded software, firmware, free software, open source software, freeware, general public-license governed software, or any electronic hardware, including, without limitation, free hardware designs, or open source hardware designs, in any form that is subject to any obligations or conditions that may provide a legal right to any third party to access such software, and/or electronic hardware, or that could otherwise impose any limitation or condition on Buyer's use, reproduction, modification, distribution, publication, or conveyance of such software or electronic hardware.

19. INTELLECTUAL PROPERTY INDEMNITY

- (a) Seller shall defend, indemnify, and hold Buyer, Buyer's officers, agents, employees, and customers harmless against all claims, suits, actions, awards (including, but not limited to, awards based on intentional infringement of patents known at the time of such infringement, exceeding actual damages and/or including attorney fees and/or costs), liabilities, damages, costs, and attorneys' fees related to the actual or alleged infringement of any United States or foreign intellectual property right (including, but not limited to, any right in a patent copyright, industrial design, or semiconductor mask work, or based on misappropriation or wrongful use of information or documents) and arising out of the manufacturing, sale, or use of Work delivered under the Subcontract by either Buyer or Buyer's Customer. Buyer and/or Buyer's Customer will notify Seller of any claims, suits or actions; and Seller shall, at its own expense, fully defend such claims, suit, or action on behalf of the indemnified parties identified in this provision, obtain such licenses as are necessary to remove such infringement, or replace the infringing Work. Buyer shall have the right to participate in the defense at its own expense.
- (b) Seller shall have no obligation to indemnify Buyer for infringement arising from the compliance of Seller's design with specifications issued by Buyer where infringement could not be avoided in complying with such specifications. The exception above shall not apply if the infringement arises out of adherence to one or more industry standards or regulatory requirements.
- (c) In the event that a court of law, administrative body, or other entity convened for the purpose of resolving such a matter, including through the use of alternative dispute resolution, determines that Seller has violated the protections afforded to a third party's intellectual property under statute, regulation, or contract, Seller shall use all reasonable efforts to obtain a license for Buyer that permits Buyer's use of any intellectual property included in any Work related to this Subcontract. If Seller is unable to obtain such a license, Seller shall, at its own expense, modify its Work under this Subcontract to eliminate the infringing intellectual property. If Seller becomes responsible for modifying any Work pursuant to this provision, Seller shall first propose an alternate method of performance that is at least as beneficial to Buyer and Buyer's Customer as the method of performance originally contemplated in the Subcontract. Such a Seller proposal shall be first approved by Buyer prior to Seller commencing its effort to modify its Work under this Subcontract.
- (d) Notwithstanding the foregoing, when this Subcontract is performed under the Authorization and Consent of the Government to infringe third-party U.S. patents, Seller's liability for infringement of such patents related to, or in connection with, the performance of this Subcontract shall be limited to the extent Buyer's liability is limited to the Government under the terms and conditions of the Prime Contract.

20. REPORTING OF CYBER INCIDENTS

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

- (a) When the Seller discovers a cyber incident that affects a covered information system, covered defense information in the system, or that affects the Seller's ability to perform the requirements of the contract, the Seller shall:
 - (1) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered Seller information system(s) that were part of the cyber incident, as well as other information systems on the Seller's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Seller's ability to provide operationally critical support;
 - (2) Rapidly report cyber incidents (within 72 hours of discovery) to DoD at <https://dibnet.dod.mil>; and
 - (3) Send an email to reporttosecurity@sncorp.com containing the following information: (A) Incident Report Number (assigned by DoD via the dibnet reporting link above); (B) Company name; (C) Facility CAGE code; and (D) Technical or Security Point of Contact (address, position, office and cell phone numbers, email).
- (b) The following information must be provided to Buyer as soon as practicable. Transmittal instructions for this information will be provided by Buyer following initial notification in the previous section.
 - (1) Data Universal Numbering System (DUNS) Number.
 - (2) Contract number(s) or other type of agreement affected or potentially affected.

- (3) Contracting Officer or other type of agreement point of contact (address, position, telephone, email).
- (4) Contract or other type of agreement clearance level (Unclassified, Confidential, Secret, Top Secret, Not applicable).
- (5) Facility Clearance Level (Unclassified, Confidential, Secret, Top Secret, Not applicable).
- (6) Impact to Covered Defense Information.
- (7) Ability to provide operationally critical support.
- (8) Date incident discovered.
- (9) Location(s) of compromise.
- (10) Incident location CAGE code.
- (11) DoD programs, platforms or systems involved.
- (12) Type of compromise (unauthorized access, unauthorized release (includes inadvertent release), unknown, not applicable).
- (13) Description of technique or method used in cyber incident.
- (14) Incident outcome (successful compromise, failed attempt, unknown).
- (15) Incident/Compromise narrative.
- (16) Any additional information.
- (c) In accordance with best practices, Seller shall contain and isolate impacted resources (hardware and/or software).
- (d) Seller shall investigate and collect additional evidence to identify and mitigate root cause of incident. Additional evidence collection and investigative procedures also include the following:
 - (1) Understanding how the incident occurred and what led to the compromise.
 - (2) Reviewing all necessary documentation.
 - (3) Interviewing personnel as needed.
 - (4) Examining any third-party providers and their respective products and services that are utilized within Sierra Nevada Company LLC's network architecture.
- (e) Seller shall keep Buyer abreast of the overall status of the incident, such as response and resolution initiatives.
- (f) Seller shall advise Buyer when remediation and/or mitigation for the incident is completed.
- (g) Supplier is required to flow down the content of this clause to all lower tier suppliers where the activity includes the use of Controlled Defense Information as defined in DFARS 252.204-7012(a).

21. INSURANCE

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

22. SITE REQUIREMENTS

- (a) In the event that Seller, its employees, agents, or lower-tier subcontractors or vendors enter Buyer's, Buyer's Customer's, and/or the Government's premises for any reason in connection with the Subcontract, Seller shall comply with all applicable security requirements. Seller shall provide information reasonably required by Buyer or Buyer's Customer to ensure proper identification of personnel, including, but not limited to, verification of citizenship, lawful permanent resident status, protected individual, or other status.
- (b) Seller shall ensure that Seller's personnel working on Buyer's, Buyer's Customer's, and/or the Government's premises comply with any on-premises policies and (i) shall not bring weapons of any kind onto the premises, (ii) shall not manufacture, sell, distribute, possess, use, or be under the influence of controlled substances or alcoholic beverages while on the premises, (iii) shall not possess hazardous materials of any kind on the premises without Buyer's express written authorization; (iv) shall remain in authorized areas as designated by Seller at all times; (v) shall not conduct any non-Buyer related business activities (such as interviews, hirings, dismissals, or personal solicitations) on the premises; (vi) shall not send or receive non-Buyer related mail through Buyer's, Buyer's Customer's, and/or the Government's mail systems; (vii) shall not sell, advertise, or market any products or memberships, distribute printed, written, or graphic materials on the premises without Buyer's express written authorization; and (viii) shall follow all instructions from Buyer in the event of an actual or imminent safety or environmental hazard on the premises.
- (c) Seller shall ensure that Seller personnel (i) do not remove Buyer, Buyer's Customer, or Government assets from the premises without Buyer's express written authorization, (ii) use Buyer, Buyer's Customer, or Government assets only for the purposes of this Subcontract, (iii) only connect with, interact with, or use computer resources, networks, programs, tools, or routines authorized by Buyer, and (iv) do not share or disclose user identifiers, passwords, cipher keys, or computer dial port telephone numbers. Buyer may periodically audit Seller's data residing on Buyer, Buyer's Customer, or Government assets located on the premises.

- (d) Buyer may, at its sole discretion, demand that Seller remove any specified employee of Seller from the premises and require that such employee not be reassigned to any of Buyer's, Buyer's Customer's, or the Government's premises for the duration of this Subcontract.

23. BUYER APPROVALS AND REVIEWS

The review or approval by Buyer of any Work hereunder or of any designs, drawings, specifications, or documents prepared hereunder shall not relieve Seller of any of its obligations under the Subcontract, nor excuse or constitute a waiver of any defects or nonconformities in any articles furnished under the Subcontract, nor change, modify, or otherwise affect any of the provisions of the Subcontract, including but not limited to, the prices and delivery schedules contained herein.

24. KEY PERSONNEL

If any key personnel are specified in this Subcontract, these individuals are considered by Buyer to be essential to performance under the Subcontract. If Seller learns that any key personnel will become unavailable to perform as designated under the Subcontract, Seller agrees to promptly provide Buyer with a qualified replacement candidate and information about the candidate sufficient for Buyer to verify the candidate's qualifications. No key personnel may be replaced without Buyer's express approval. Buyer has the right to refuse any replacement candidate for key personnel at its sole discretion, but will not unreasonably withhold such approval of a qualified candidate.

25. PERSONNEL QUALIFICATIONS

If the Subcontract specifies minimum qualifications for Seller personnel supporting this Subcontract, Seller shall provide personnel that meet or exceed such minimum qualifications. These minimum qualifications are material requirements of the Subcontract, and Seller recognizes that providing personnel meeting such requirements is essential to the performance of the Subcontract. If Seller provides personnel that do not meet the minimum qualifications set forth in the Subcontract, Seller shall be in breach of the Subcontract.

26. COMPLIANCE WITH LAWS

- (a) Seller warrants that all Work performed under this Subcontract shall be manufactured and sold, and all Services provided, in compliance with all applicable federal, state, local, and municipal laws, including, but not limited to, any statute, regulation, rule, ordinance, judgment, decree, order, or permit applicable to Seller's performance of Work under this Subcontract. Seller shall execute and deliver all documents as may be required to effect or evidence such compliance. Seller shall, without additional expense to Buyer, be responsible for obtaining any necessary licenses and/or permits, and for complying with any federal, state, local, and municipal laws applicable to Seller's performance of any Work under this Subcontract.
- (b) Seller shall be responsible for compliance with all requirements and obligations relating to its employees under all federal, state, local, and municipal laws including, but not limited to, employer's obligations under laws relating to: income tax withholding and reporting; civil rights; equal employment opportunity; discrimination on the basis of age, sex, race, color, religion, disability, national origin, or veteran status; overtime; minimum wage; social security contribution and withholding; unemployment insurance; employer's liability insurance; workers' compensation; veterans' rights; and all other employment, labor, or benefits related laws. Seller shall pay any fines or penalties imposed for any violations based on Seller's failure to comply with any federal, state, local, and municipal laws applicable to Seller and Seller agrees to indemnify Buyer against all damages, costs, losses, charges, expenses, or liabilities caused by or arising out of any breach by Seller of any applicable provision of any federal, state, local, and municipal laws.
- (c) In the event this Subcontract requires access to classified information, Seller, at its sole expense, agrees to comply with all laws and regulations related to such classified requirements, including obtaining all required authorization pursuant to, among other requirements, those set forth in the National Industrial Security Program Operating Manual ("NISPOM") and any specific Government agency supplements to the NISPOM or other classified requirements as directed by Buyer.
- (d) Buyer may make a reduction of corresponding amounts (in whole or in part) in the price of the Subcontract, and/or may demand payment by or withhold from payment to Seller (in whole or in part) of the corresponding amounts if: (i) Buyer's contract price or fee is reduced; (ii) Buyer's costs are determined to be unallowable; (iii) any fines, penalties or interest are assessed on Buyer; or (iv) Buyer incurs any other costs or damages; in each instance as a result of any breach of contract or violation of applicable laws, orders, rules, regulations, or ordinances by Seller, its officers, employees, agents, suppliers, or subcontractors at any tier. Seller shall promptly pay amounts so demanded.

27. ORGANIZATIONAL CONFLICT OF INTEREST

- (a) Seller warrants that, to the best of Seller's knowledge and belief, there are no relevant facts or circumstances which could give rise to an actual or potential organizational conflict of interest ("OCI"), as defined in FAR Subpart 9.5, and that Seller has disclosed all such relevant information to Buyer. Seller agrees that if an actual or potential OCI is discovered after award of this Subcontract, Seller shall make a full disclosure in writing to Buyer's Authorized Representative. Any such disclosure shall include a description of the actions which Seller has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential OCI.
- (b) Buyer, in its sole discretion, may Terminate for Convenience this Subcontract, in whole or in part, if it deems such termination necessary to avoid an actual or potential OCI. If Seller was aware of an actual or potential OCI prior to award, or discovered an actual or potential OCI after award, and did not disclose or misrepresented relevant information

to Buyer, Buyer may Terminate for Default the Subcontract and/or pursue such other remedies as may be permitted by law, regulation, or this Subcontract.

28. NOTICE OF SUSPENSION OR DEBARMENT

Seller represents and warrants that as of the date of award of this Subcontract it has not been suspended, debarred, or declared ineligible by any agency or department of the Government. Seller further agrees to provide immediate notice to Buyer in the event of being suspended, debarred, or declared ineligible by any agency or department of the Government, or upon receipt of a notice of proposed suspension or debarment from any agency or department of the Government during performance of this Subcontract.

29. EXPORT CONTROL

- (a) Seller shall comply with all applicable export control and economic sanctions laws and regulations, including, but not limited to, the requirements of: (i) the International Traffic in Arms Regulations ("ITAR") (22 C.F.R. § 120-130) as amended; (ii) the Export Administration Regulations ("EAR") (15 C.F.R. § 730-774) as amended; (iii) the Office of Foreign Assets Control Regulations (31 C.F.R. § 501-599) as amended; and (iv) Department of Defense Directive 5230.25, Withholding of Unclassified Technical Data from Public Disclosure (collectively, the "Export Control Laws"). Seller's responsibility to comply with all applicable Export Control Laws exists independent of, and is not established or limited by, this provision.
- (b) Seller shall not export, re-export, transfer, disclose, or otherwise make accessible any export-controlled data, software, or hardware, or perform any associated defense service without the authority of an export license, agreement, or exemption or exception in accordance with applicable Export Control Laws.
- (c) Seller shall notify Buyer if any Work to be delivered under this Subcontract is restricted by any applicable Export Control Laws. Before providing Buyer any such deliverable, Seller shall notify Buyer in writing of the correct export jurisdiction and classification of the controlled technical data and/or hardware (i.e., whether the deliverable is subject to the ITAR or EAR) and shall notify Buyer in writing of any changes to the export jurisdiction or classification of the controlled technical data and/or hardware. Seller represents that an official authorized to bind Seller has determined that Seller, or the designer, manufacturer, supplier, or other source has properly determined the export jurisdiction and classification of the controlled item, data, or service.
- (d) Seller represents that neither Seller, nor any parent, subsidiary, or affiliate of Seller, is listed in any of the restricted or excluded party lists maintained by the Government, including, but not limited to, the Specially Designated Nationals List maintained by the U.S. Department of the Treasury; the Denied Persons List, Entity List, and Unverified List maintained by the U.S. Department of Commerce; the List of Statutorily Debarred Parties maintained by the U.S. State Department; or the consolidated list of asset freeze targets designated by the United Nations, European Union, or United Kingdom (collectively, the "Restricted or Excluded Party Lists"). Seller shall immediately notify Buyer if: (i) Seller, or any parent, subsidiary, or affiliate of Seller, becomes listed in any of the Restricted or Excluded Party Lists; (ii) Seller becomes substantially owned (25% or more) by any party on the Restricted or Excluded Party Lists; (iii) Seller engages in substantial business in country/regions subject to a comprehensive sanctions regime; (iv) Seller's export privileges are denied, suspended, or revoked in whole or in part by any U.S. or non-U.S. government entity or agency; or (v) Seller is or becomes involved in any violation or potential violation of an applicable Export Control Law that could affect Seller's performance of this Subcontract.
- (e) If Seller is engaged in the business of exporting, manufacturing (whether exporting or not), or furnishing articles, data, or service subject to the ITAR, Seller represents that it is registered with the U.S. Department of State, Directorate of Defense Trade Controls, as required by the ITAR, and maintains an effective ITAR compliance program. If Seller is engaged in the business of exporting, manufacturing (whether exporting or not), or furnishing articles or technology subject to the EAR, Seller represents that it maintains an effective EAR compliance program. Upon Buyer's request, Seller shall promptly provide Buyer with copies of policy and procedure documentation evidencing Seller's effective trade compliance program.
- (f) Seller shall indemnify and hold Buyer harmless from and against any and all penalties, fines, losses, costs, claims, causes of action, damages, liabilities, and expenses, including, but not limited to, attorneys' fees, all expenses of litigation and/or settlement, and court costs arising from any failure of Seller, including its lower-tier subcontractors, to comply with this clause.

30. COUNTERFEIT AND SUSPECT PARTS

- (a) Unless approved in writing by Buyer, Seller shall use only original equipment manufacturers or original component manufacturers ("OEM/OCM") or OEM/OCM authorized dealers or distributors. For assemblies containing electronic components, Seller shall verify all documents that provide chain of custody to the OEM/OCM for each lot in a shipment and deliver such documents to Buyer upon Buyer's request. For components, Seller shall verify and provide all documents that provide chain of custody to the OEM/OCM.
- (b) Seller shall not provide any Work under this Subcontract which contains material known to be suspect or counterfeit. This includes any material labeled or marked in a misrepresentative manner. Seller will immediately notify Buyer if it becomes aware or suspects any parts furnished under the Subcontract are counterfeit. If suspect or counterfeit parts are discovered in Work furnished by Seller under this Subcontract, Seller shall promptly replace such parts with parts

acceptable to Buyer. Seller shall be liable for any costs associated with the removal and replacement of any suspect or counterfeit parts it provides under the Subcontract.

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

31. GRATUITIES/KICKBACKS

- (a) Seller represents and warrants that neither Seller, including any parent, subsidiary, or affiliate of Seller, nor any of Seller's employees, agents, or representatives, has offered or given any kickback or gratuity to Buyer's employees, agents, or representatives with a view toward securing this Subcontract or securing favorable treatment with respect thereto.
- (b) Seller represents and warrants that Seller, including any parent, subsidiary, or affiliate of Seller, and all of Seller's employees, agents, or representatives, and any other person or entity working for or on behalf of any of the foregoing (collectively, "Seller Parties"), shall comply with the provisions and requirements of the U.S. Foreign Corrupt Practices Act of 1977 as amended, and all other anti-corruption and/or anti-bribery laws, regulations, and requirements of any jurisdiction applicable to Seller.
- (c) By accepting this Subcontract, Seller certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR 52.203-7 or the Anti-Kickback Act of 1986 (41 U.S.C. § 51-58) as amended, both of which are incorporated herein by reference, except that paragraph (c)(1) of FAR 52.203-7 shall not apply.
- (d) Seller shall comply, to the extent applicable, with U.S. laws regarding boycotts, embargoes, and economic sanctions against certain countries, entities, and individuals.

32. PRIORITY RATING

If the Subcontract indicates it is a "rated order" Seller agrees to follow all requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700).

33. CONFLICT MINERALS

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

34. AFFIRMATIVE ACTION

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

35. TERMINATION FOR CONVENIENCE

Buyer may terminate this Subcontract, or any part hereof, for its convenience at any time and without cause. Upon notice from Buyer of such termination, Seller shall immediately stop all Work terminated hereunder and shall immediately cause any and all of its lower-tier subcontractors and vendors to cease such Work. Seller shall be paid a percentage of the Work performed that has been performed to Buyer's satisfaction prior to the notice of termination, plus reasonable charges that have resulted from the termination that Seller can demonstrate to the satisfaction of Buyer using Seller's standard recordkeeping system. Seller shall submit its settlement proposal within ninety (90) calendar days from the effective date of the written notice of termination. The settlement proposal shall be in reasonable detail and supported by adequate accounting data. Seller shall cooperate with requests from the Government to establish the appropriateness of its proposal, including providing reasonable supporting information as may be requested by the Government. Seller shall deliver to Buyer all data, drawings, specifications, reports, estimates, summaries, and other information and materials that have been completed or are in process on the date of termination for convenience. Seller shall not be paid for any Work performed or costs incurred which reasonably could have been avoided. Seller shall continue to perform all Work not terminated. The amount of any payments made by Buyer to Seller under this clause shall be determined in conformity with the policies and principles set forth in Part 49 and related sections of Part 31 of the FAR in effect at the date of this Subcontract, unless inconsistent with the express terms of this Subcontract.

36. TERMINATION FOR DEFAULT

- (a) Buyer may, by written notice to Seller, terminate this Subcontract in whole or in part if Seller: (i) fails to comply with any of the terms of this Subcontract, including the delivery schedule; (ii) fails to make progress so as to endanger performance of this Subcontract; (iii) fails to provide adequate assurance of future performance; (iv) files or has filed against it a petition in bankruptcy; or (v) becomes insolvent or suffers a material adverse change in financial condition. Additionally, Buyer may terminate the Subcontract immediately if Seller violates any federal, state, local, or law pertaining to performance of the Subcontract.
- (b) Seller shall have ten (10) days (or such longer period as Buyer's Authorized Representative may authorize in writing) to cure any such failure after receipt of notice from Buyer. Seller, however, shall not have the opportunity to cure default relating to delivery schedule delays (i.e., any failure to meet the delivery schedule), bankruptcy, or an adverse change in financial condition.
- (c) If this Subcontract is terminated in whole or in part as provided in this provision, Buyer may procure, upon such terms and in such manner as Buyer may deem appropriate, Work similar to that terminated, and Seller shall be liable to Buyer for any incidental and also for direct damages (i.e., excess or re-procurement costs) and consequential damages incurred for such similar Work. At no additional cost to Buyer, Seller shall reasonably cooperate with Buyer's re-procurement of any terminated Work, whether to be performed by Buyer or a third-party.
- (d) If this Subcontract is terminated in whole or in part as provided in this provision, Seller shall be compensated only for Work actually delivered and accepted by Buyer. Buyer, however, may withhold from amounts otherwise due to Seller such sum, as Buyer determines to be necessary, to protect Buyer against loss because of outstanding liens, or claims of former lienholders, and/or damages incurred by Buyer. Buyer also may require Seller to deliver to Buyer any supplies and materials, manufacturing materials, and manufacturing drawings that Seller has produced or acquired for the terminated portion of this Subcontract. The Parties shall agree on the amount of payment for these other deliverables.
- (e) If, after notice of termination of this Subcontract as provided in this clause, it is determined for any reason that Seller was not in default or that the default was excusable, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to the "Termination for Convenience" provision of this Subcontract.
- (f) The rights and remedies of Buyer provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity or under this Subcontract including, without limitation, cancellation of this Subcontract.
- (g) Seller shall continue all Work not terminated or cancelled.

37. FORCE MAJEURE/EXCUSABLE DELAY

Neither Party shall be liable for damages resulting from delays in performance of any obligations under this Subcontract when such delays arise out of causes beyond that Party's reasonable control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy, acts of any Government authority, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, or unusually severe weather. If any delay in Seller's performance of the Work under this Subcontract is caused by the delay of a subcontractor of Seller, and if such delay arises out of causes beyond the reasonable control, and without the fault or negligence of both Seller and Seller's subcontractor, Seller shall not be liable to Buyer for damages unless the Work to be furnished by Seller's subcontractor was obtainable from other sources in sufficient time to permit Seller to meet the required delivery schedule. Seller shall notify Buyer in writing within ten (10) days after the beginning of any such cause.

38. DISPUTES

- (a) All disputes, controversies, or claims arising out of, or relating to, this Subcontract, or the breach, termination, or invalidity thereof (each, a "Dispute"), shall first be submitted in writing to the other Party. The Parties, at the senior management level or other such ascending levels of management of the respective Parties, agree to enter into good faith negotiations to resolve any such Dispute.
- (b) If a Dispute cannot be resolved to both Parties' mutual satisfaction, after good faith negotiations, either Party may bring suit only in the state or federal court located in Washoe County, Nevada. Both Parties hereby irrevocably consent to the personal jurisdiction of the state and federal courts located in Washoe County, Nevada, for any Dispute arising out of or in connection with this Subcontract.
- (c) Each Party to this Subcontract hereby irrevocably: (i) submits to the exclusive jurisdiction of any state or federal court sitting in Washoe County, Nevada, in any legal action arising out of or relating to this Subcontract; (ii) agrees that any such legal action may be heard and determined only in any such court; (iii) hereby waives any claim of inconvenient forum or other challenge to venue in such court; and (iv) agrees not to bring any legal action arising out of or relating to this Subcontract in another venue.
- (d) To the maximum extent permitted by applicable law, each Party hereby irrevocably waives any right it may have to a trial by jury in respect to any Dispute arising out of or in connection with this Subcontract.
- (e) No legal action may be brought by Seller with respect to any Dispute arising out of or in connection with this Subcontract unless such legal action is initiated within one (1) year following the date of the occurrence of the event or facts giving rise to the Dispute. If any legal action is initiated more than one (1) year following the date of the occurrence of the event or facts giving rise to the Dispute, it shall be considered waived, time-barred, and precluded by operation of this clause. A Dispute shall accrue for the purposes of this subparagraph (e) when Seller has knowledge of, or should reasonably know, the facts giving rise to any such Dispute.

- (f) Pending final resolution or settlement of any Dispute arising under this Subcontract, Seller shall proceed diligently with the performance of any remaining Work under this Subcontract as directed by Buyer.

39. CONSEQUENTIAL DAMAGES

EXCEPT FOR AMOUNTS DUE PURSUIT TO INDEMNIFICATION OBLIGATIONS, UNDER NO CIRCUMSTANCES SHALL BUYER BE LIABLE TO SELLER, INCLUDING ANY OF SELLER'S PERMITTED SUCCESSORS OR ASSIGNS, FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL LOSSES OR DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS SUBCONTRACT, REGARDLESS OF THE CAUSE OF ACTION AND WHETHER OR NOT SELLER HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES.

40. CHOICE OF LAW

The Subcontract shall be governed by and construed and enforced in accordance with the law of the State of Nevada, excluding choice of law rules. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments shall not apply to this Subcontract. Notwithstanding the above, any provision in the Subcontract that is (i) incorporated in full text or by reference from the FAR, (ii) incorporated in full text or by reference from any agency regulations that implement or supplement the FAR, or (iii) substantially based on any such agency regulation or FAR provision, shall be interpreted according to the federal common law of government contracts as construed by federal judicial bodies, Boards of Contract Appeals, and quasi-judicial agencies of the federal government.

41. WARRANTY

- (a) Seller warrants all Work performed under this Subcontract (i) shall be free from defect in design, materials, and workmanship and conform strictly to the specifications, drawings, or samples specified or furnished; (ii) shall be new and of the most suitable grade of their respective kinds; (iii) shall be fit for and suitable for the purpose intended; and (iv) shall meet all of the performance requirements of this Subcontract. Seller warrants all Services provided to be performed at a level of skill consistent with best practices within the related industry. The aforesaid express warranties shall be in addition to any standard warranty or guarantee of Seller, shall be construed as conditions as well as warranties, and shall not be exclusive.
- (b) The above-referenced warranties shall begin upon final acceptance of the Work under this Subcontract by Buyer or by Buyer's Customer, whichever occurs later, and shall extend for a period of two (2) years (the "Warranty Period"). All warranties shall run to Buyer, including its permitted successors and assigns, Buyer's Customer, and any end-users of the Work delivered by Seller under this Subcontract.
- (c) If any nonconforming Work is identified during the Warranty Period, Seller agrees to replace or to correct such nonconforming Work promptly without expense to Buyer, including all transportation and handling costs. If Seller, upon notice of any defect, fails promptly to correct or replace the Work as required herein, Buyer may, without further notice to Seller or Seller's sureties (if any), correct or replace such Work, and Seller shall reimburse Buyer for all costs incurred thereby. Work that has been rejected shall not thereafter be tendered by Seller for acceptance unless the former rejection and correction is identified and approved by Buyer. Repaired, replaced, or reperformed Work shall be subject to the provisions of this provision to the same extent as the original Work, except that the Warranty Period shall run from the later of final acceptance by Buyer's Customer or the last delivery date.
- (d) Seller warrants that the price(s) specified in the Subcontract do not exceed the current selling price for the same or substantially similar Work, whether sold to the Government or to any other purchaser, taking into account the quantity and conditions of sale. Seller warrants that to the best of its knowledge, information, and belief, the prices charged for supplies/Services covered by the Subcontract are not in excess of the prices permitted by any applicable law or regulation.

42. CONTRACTUAL DIRECTION

Sole authority to make changes in, or amendments to, this Subcontract and to effect deviations by way of addition or deletion from the Work performed by Seller under this Subcontract is expressly granted to Buyer's Authorized Representative identified in the Subcontract. All contractual direction, in order to be valid, must be written and signed by Buyer's Authorized Representative. Technical and engineering personnel may from time-to-time offer technical advice or discuss technical matters with Seller's personnel concerning the Work specified under this Subcontract. No such advice or discussion shall constitute a change under the "Changes" clause of this Subcontract and shall not be considered a basis for equitable adjustment unless expressly authorized in writing by Buyer's Authorized Representative.

43. RIGHTS AND REMEDIES

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

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

44. ASSIGNMENTS AND SUBCONTRACTING

Neither the Subcontract, nor any interest or claim relating hereto, may be assigned or delegated by Seller to any third-party, nor may Seller further subcontract all or substantially all of the Work under this Subcontract without the prior written consent of Buyer. Buyer's consent shall not be deemed to relieve Seller of its obligations to comply fully with the requirements of this Subcontract. Without Buyer's written consent, Seller shall not subcontract for the design, manufacture, development, or procurement of any substantial portion of the Work under the Subcontract. This limitation does not apply to Seller's purchase of standard commercial supplies or raw material. Notwithstanding the above, Seller may, without Buyer's consent, assign monies due or to become due hereunder, provided Buyer shall continue to have the right to exercise any and all of its rights hereunder, settle any and all claims arising out of, and enter into amendments to the Subcontract, without notice to or consent of the assignee. Buyer shall be given written notice of any assignment and all invoices shall refer to the assignment.

45. CHANGE IN CONTROL OF SELLER

Prior to any potential change of control in the ownership of Seller constituting a simple majority of shares, equity, membership, or equivalent ownership interest in Seller, and at least ninety (90) days prior to the proposed effectiveness of such change of control, Seller shall notify Buyer in writing thereof and provide Buyer with information on the potential new controlling entity, including information about such party and the transaction as Buyer may request, subject to applicable law and confidentiality requirements.

46. SUPPLEMENTARY INFORMATION

Any specifications, drawings, notes, instructions, engineering notices or technical data referred to in the Subcontract shall be deemed to be incorporated herein by reference as if wholly set forth. In case of any discrepancies or questions on any matter arising from the Subcontract, Seller shall request from Buyer a decision, instruction or interpretation of such matters.

47. SPECIAL TOOLING

If the Subcontract includes special tooling, payment of Seller's invoices for said special tooling is contingent upon Buyer's inspection, testing, and acceptance of the first piece produced by the special tooling.

48. LIENS

Seller shall immediately discharge or cause to be discharged any liens or the right in rem of any kind, other than in favor of Buyer which at any time exist or arise in connection with the Work performed under this Subcontract. If any such lien or right in rem is not immediately discharged, Buyer may discharge or cause to be discharged such lien or right at the expense of Seller. Seller agrees to insert this clause in any agreements with lower-tier subcontractors or vendors relating to this Subcontract.

49. NOTICE AND DESIGNATION OF RESPONSIBLE INDIVIDUALS

Notices given under the Subcontract must be in writing, signed by an authorized officer of Buyer or Seller and will be effective upon receipt if sent by certified mail return receipt requested, by email, by facsimile transmission, or by a nationally recognized courier providing receipted delivery. Notices to be given under the Subcontract shall be addressed to the addresses set forth in the Subcontract or to such other addresses as a Party may properly, by written notice, designate.

50. INDEMNITY AND REIMBURSEMENT

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

51. INDEPENDENT CONTRACTOR RELATIONSHIP

Seller is an independent contractor in all its operations and activities under this Subcontract. Seller shall be responsible for any costs or expenses including attorneys' fees, all expenses of litigation and/or settlement, and court costs arising from any act or omission of Seller, its officers, employees, agents, suppliers, or lower-tier subcontractors and vendors in the performance of the Subcontract.

52. ELECTRONIC SIGNATURE

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

53. ENTIRE AGREEMENT

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

54. SURVIVABILITY

If the Subcontract expires, is completed, or is terminated, Seller is not relieved of the obligations contained in the following clauses:

- Proprietary Information
- Rights in Intellectual Property
- Intellectual Property Indemnity
- Warranty
- Invoice and Payment
- Disputes
- Termination for Convenience
- Termination for Default
- Independent Contractor Relationship
- Counterfeit or Suspect Parts
- Record Retention
- Defective Cost or Pricing Data
- Indemnity and Reimbursement
- Choice of Law
- Compliance with Laws
- Rights & Remedies
- Order of Precedence
- Reporting of Cyber Incidents
- Liens
- Those U.S. Government flowdown provisions that by their nature should survive.

55. NON-WAIVER

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

56. PARTIAL INVALIDITY

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

57. RECORD RETENTION

Seller shall retain all records associated with its performance of this Subcontract for a minimum of five (5) years from the date of final payment received by Seller, such longer period of time that may be specified in FAR Part 4.70 or elsewhere in this Subcontract, or as may be directed in writing by Buyer. Buyer shall have access to such records, and any other records Seller is required to maintain under this Subcontract, for audit during normal business hours, upon reasonable notice, for so long as such records are required to be retained.

58. BUYER'S CUSTOMER COMMUNICATION, NEWS AND PUBLIC STATEMENTS OR RELEASES

- (a) Buyer shall be solely responsible for all communication with Buyer's Customer as it affects the applicable Prime Contract. This section shall not restrict any Seller communications that, by law or regulation, must go directly to the Government (i.e., that cannot by law or regulation be accomplished by communicating with the Government through the Buyer).
- (b) Seller shall not make, deny, or confirm any public statements, news releases, advertisement, media interviews, or public announcements (collectively, "Public Release") concerning this Subcontract, the subject matter of this Subcontract, or any phase of the Work to be performed pursuant to this Subcontract unless Buyer, in its sole and absolute discretion, provides Seller with advance written approval of such Public Release. In furtherance of the foregoing, Seller shall submit the requested Public Release and detailed information concerning the applicable forum, publication, or media outlet in writing to Buyer no later than fourteen (14) days prior to the requested release date. Buyer's approval of a specific Public Release hereunder shall not operate or be construed as an approval of any previous or subsequent Public Release by Seller. This provision shall not apply to any disclosure deemed by a Seller's legal counsel to be required by law or by regulation of any federal, state, or local government agency.

59. DEFECTIVE COST OR PRICING DATA

This Subcontract incorporates FAR 52.215-10 "Price Reduction for Defective Certified Cost or Pricing Data." In addition to any other remedies provided by law or under the Subcontract, if Buyer is subjected to any liability as the result of Seller or its lower-tier subcontractors' or vendors' failure to comply with the requirement of FAR 52.215-10, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage, or expense resulting from such failure.

This Subcontract incorporates FAR 52.215-11, Price Reduction for Defective Cost or Pricing Data—Modifications. In addition to any other remedies provided by law or under the Subcontract, if Buyer is subjected to any liability as the result of Seller or its **lower-tier** subcontractors' or vendors' failure to comply with the requirements of FAR 52.215-11, then

Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage, or expense resulting from such failure.

If Seller, or Seller's lower tier subcontractors or vendors, fails to submit accurate, complete, and current cost or pricing data, and, as a result of that failure, Buyer's Customer reduces the price of Buyer's Prime Contract, Buyer may recover from Seller an amount equal to the price reduction of the Prime Contract. If, as a result of Seller's or its lower-tier subcontractor's or vendor's failure to submit accurate, complete, and current cost or pricing data, Buyer's Customer imposes a penalty on, or charges interest to, Buyer, Buyer may recover from Seller an amount equal to such penalty or interest.

If Seller is required to submit cost or pricing data, Seller must provide the Certificate of Current Cost and Pricing Data required by FAR 15.406-2, substituting Buyer's name for "Contracting Officer."

60. FAR AND DFARS FLOWDOWN PROVISIONS (Clauses listed in Attachment A)

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

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

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

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

61. ALLOWABLE DIRECT COSTS

Buyer shall reimburse Seller its allowable direct costs consistent with the terms of this Subcontract. Allowable direct costs shall be limited to the following:

- (a) Those recorded costs that, at the time of request for reimbursement, Seller has paid by cash, check, electronic funds transfer, or other form of actual payment for items or Services purchased directly for Work performed under this Subcontract.
- (b) When Seller is not delinquent in paying costs of its performance for Work performed under this Subcontract in the ordinary course of business, those recorded costs incurred, but not necessarily paid, for the following: (i) materials issued from Seller's inventory and placed in the production process for use on this Subcontract; (ii) direct labor; (iii) direct travel (subject to the limitations set forth in this Subcontract); (iv) other direct in-house costs; and (iv) properly allocable and allowable indirect costs, as shown in the records maintained by Seller for purposes of obtaining reimbursement under federal contracts.
- (c) The amounts determined to be allowable by Buyer or Buyer's Customer in accordance with FAR Subpart 31.2, in effect on the date of this Subcontract, and the other terms of this Subcontract.
- (d) The amount of progress or finance payments that have been paid to Seller's lower-tier subcontractors and vendors under similar cost standards.
- (e) The costs of Seller procured counterfeit electronic parts, suspected counterfeit electronic parts, and the costs of rework or corrective action that may be required to remedy the use or inclusion of such parts shall be unallowable costs.

62. ALLOWABLE INDIRECT COSTS

- (a) Buyer shall reimburse Seller on the basis of final annual indirect cost rates and the appropriate bases established by Seller and the Government in effect for the period covered by the indirect cost rate proposal. Such rates and bases shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this Subcontract. The rates and bases shall be deemed incorporated into this Subcontract upon execution.
- (b) Pending establishment of final indirect rates for any period of performance under this Subcontract, Seller shall be reimbursed at billing rates approved by the cognizant Government agency, which shall be Seller's anticipated final rates. Billing rates may be prospectively or retroactively revised from time to time subject to such approval and subject to appropriate adjustment when the final rates for that period are established.

63. INCREMENTAL INVOICES

Seller's invoices submitted under this Subcontract shall comply with the following rules, in addition to any other terms set forth herein:

- (a) All invoices shall be accompanied by satisfactory supporting documentation, which may include, without limitation, detailed expense reports for travel, materials, and other direct costs, and receipts for expenses. Travel expenses incurred must be accompanied by receipts. All lodging expenses must be accompanied by receipts and itemized by the date and destination of each trip. The invoice shall include only allocable costs consistent with the terms of this Subcontract and FAR 52.216-17.
- (b) If the Subcontract requires labor-hour reporting, Seller's invoice shall include, in addition to the foregoing documentation, a detailed breakdown of labor provided during the invoice period. The labor breakdown shall include the number of hours worked by each labor category/personnel, the applicable hourly rate, and the total labor charge for each labor category/personnel. Each invoice shall include the following certification:

By submission of this invoice, Seller certifies that all labor charges set forth in this invoice were performed by named individual(s) or personnel that satisfy all requirements, including, without limitation, the education and experience requirements of the specified labor classifications applicable to the Prime Contract and the Subcontract.

- (c) Invoices that do not contain the requisite supporting documentation, including, if applicable, the above-referenced certification, may be rejected by Buyer and may be returned unpaid to Seller for revision.

64. FINAL INVOICE

Within sixty (60) days of completion of all Work specified in the Subcontract, Seller shall submit to Buyer a final invoice, designated as "FINAL" upon submission by Seller. This shall be the final invoice, which shall be prepared utilizing final audited indirect rates.

Before payment of a final invoice, Seller shall:

- (a) Assign to Buyer all refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which Seller has been reimbursed by Buyer under this Subcontract.
- (b) Release Buyer, its directors, officers, agents, and employees from all liabilities, obligations, and claims arising from or related to this Subcontract, except for specified claims stated in exact amounts, or in estimated amounts when the exact amount is not known.

Upon approval of Seller's final invoice, and Seller's compliance with the terms of this Subcontract, Buyer shall promptly pay the balance of all allowable costs and that part of the fee (if any) not previously paid. In no event shall payment be made until an acceptable final invoice and all required closeout information is submitted by Seller and received by Buyer.

65. TRAVEL EXPENSES

- (a) If travel is authorized as part of this Subcontract, reimbursement of travel-related costs shall be subject to the U.S. General Services Administration ("GSA") Federal Travel Regulations ("FTR") for any authorized travel relating to any Work performed under this Subcontract.
- (b) All claims for travel-related expenses must be accompanied by a detailed summary report indicating the purpose for which Seller incurred the travel expense, where the travel expense was incurred, and when the travel expense was incurred. Meals and Incidental Expenses ("M&IE") and Lodging Per Diem Expenses, if approved, shall be reimbursed pursuant to FAR 31.205-46 at the applicable rate found at <https://www.gsa.gov/portal/content/104877>, based upon the rate in effect as of the date the travel occurred. Meals that are provided by Buyer must be deducted at the appropriate GSA rate for such meal. Amounts incurred for lodging and meals that exceed the applicable Per Diem rate shall not be reimbursed by Buyer.
- (c) Only coach-class air travel shall be allowable and reimbursable under this Subcontract, unless another category of travel is approved in writing by Buyer's representative prior to such travel expense. Travel expenses incurred relating to personal use, entertainment, or that are not incurred directly for Work performed under this Subcontract shall not be reimbursed by Buyer.
- (d) Seller shall not be reimbursed for normal commuting time to and from locations to perform Work under this Subcontract.

66. CLOSEOUT

- (a) Quick Closeout. Seller agrees that, if so requested by Buyer, the Quick Closeout procedures set forth in FAR 42.708, modified as appropriate to comply with any deadlines set forth in the Prime Contract, shall be the basis for closing this Subcontract. Seller shall return the Quick Closeout Questionnaire, as provided to Seller by Buyer, within thirty (30) days after the date of Buyer's request.
- (b) Unilateral Closeout. Pursuant to and consistent with the provisions of FAR 42.705 and FAR 52.216-7, unilateral closeout will occur in the event Seller fails to submit the closeout information required by Buyer within thirty (30) days of the expiration date of this Subcontract unless such failure is due to: (i) the Government's pending settlement of Seller's final indirect rates and Buyer has not requested Quick Closeout in accordance with the foregoing subparagraph;

or (ii) an extenuating circumstance, as agreed upon in writing by Buyer and Seller. Such failure shall constitute Seller's express agreement that: (i) the amounts paid pursuant to this Subcontract, as applicable up to the date Seller's submissions are due as set forth herein and as determined by Buyer, constitute the full, complete, and final extent of Buyer's financial obligation to Seller; and (ii) Seller does forever fully and finally remise, release, and discharge Buyer, its officers, agents, and employees, of and from any and all liabilities, obligations, claims, and demands whatsoever arising under or relating to this Subcontract, and Seller expressly authorizes Buyer to rely on the foregoing representations and release in connection with Buyer's closeout of or other actions taken with respect to the Prime Contract.

- (c) Refunds, Rebates, and Credits. Seller shall pay to Buyer any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by Seller or any assignee under this Subcontract to the extent that those amounts are properly allocable to costs for which Seller has been reimbursed by Buyer. Reasonable expenses incurred by Seller for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by Buyer.

67. SETOFF

Each payment made shall be subject to reduction to the extent of amounts which are found by Buyer or Buyer's Customer not to be properly payable. Seller shall promptly notify Buyer of any overpayments and remit the overpayment amount to Buyer along with a description of the overpayment, including the circumstances of the overpayment and the affected Subcontract line item or subline item if applicable. Buyer may withhold, deduct, and/or setoff all money due, or which may become due, from Buyer arising out of Seller's performance under this Subcontract or any other transaction between Buyer and Seller.

Seller shall pay to Buyer any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by Seller, to the extent that those amounts are properly allocable to costs for which Seller has been reimbursed by Buyer. Reasonable expenses incurred by Seller for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by Buyer.

68. AUDIT

In addition to any audit rights set forth in this Subcontract, Buyer, Buyer's Customer, and/or the Government may audit Seller's invoices and statements of cost at any time. Any payment made by Buyer to Seller may be reduced by amounts found not to constitute allowable costs, or adjusted for prior overpayments or underpayments. Additionally, in the event that Seller is audited by Buyer's Customer and/or the Government, Buyer shall have the right to review.

Attachment A: FAR and DFARS clauses:

FAR/DFARS Provision	Title	FORM-149	FORM-151	FORM-152	FORM-153
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES		X	X	X
252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	X	X	X	X
252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	X	X	X	X
252.203-7004	DISPLAY OF HOTLINE POSTER(S)	X	X	X	X
252.204-7000	DISCLOSURE OF INFORMATION	X	X	X	X
252.204-7004	ANTITERRORISM AWARENESS FOR CONTRACTORS	X	X	X	X
252.204-7009	LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION	X	X	X	X
252.204-7010	REQUIREMENT FOR CONTRACTOR TO NOTIFY DOD IF THE CONTRACTOR'S ACTIVITIES ARE SUBJECT TO REPORTING UNDER THE U.S.-INTERNATIONAL ATOMIC ENERGY AGENCY ADDITIONAL PROTOCOL		X	X	X

FAR/DFARS Provision	Title	FORM-149	FORM-151	FORM-152	FORM-153
252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING	X	X	X	X
252.204-7014	LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS	X	X	X	X
252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT	X	X	X	X
252.204-7016	COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES- REPRESENTATION	X	X	X	X
252.204-7017	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES— REPRESENTATION	X	X	X	X
252.204-7018	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES	X	X	X	X
252.204-7019	NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS	X	X	X	X
252.204-7020	NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS	X	X	X	X
252.204-7021	CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENT	X	X	X	X
252.208-7000	INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT- FURNISHED MATERIAL	X	X	X	X
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	X	X	X	X

FAR/DFARS Provision	Title	FORM-149	FORM-151	FORM-152	FORM-153
252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS			X	X
252.215-7010	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA		X	X	X
252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD Contracts)	X	X	X	X
252.219-7004	SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM)		X	X	X
252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS		X	X	X
252.223-7001	HAZARD WARNING LABELS	X	X	X	X
252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	X	X	X	X
252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	X	X	X	X
252.223-7007	SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES		X	X	X
252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	X	X	X	X
252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	X	X	X	X
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS		X	X	X
252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA— SUBMISSION WITH OFFER	X	X	X	X

FAR/DFARS Provision	Title	FORM-149	FORM-151	FORM-152	FORM-153
252.225-7008	RESTRICTION ON ACQUISITION OF SPECIALTY METALS	X	X	X	X
252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	X	X	X	X
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	X	X	X	X
252.225-7013	DUTY-FREE ENTRY	X	X	X	X
252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS		X	X	X
252.225-7021	TRADE AGREEMENTS	X	X	X	X
252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	X	X	X	X
252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	X	X	X	X
252.225-7039	DEFENSE CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES	X	X	X	X
252.225-7040	CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES	X	X	X	X
252.225-7043	ANTI-TERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES	X	X	X	X
252.225-7048	EXPORT-CONTROLLED ITEMS	X	X	X	X
252.225-7052	RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS AND TUNGSTEN	X	X	X	X

FAR/DFARS Provision	Title	FORM-149	FORM-151	FORM-152	FORM-153
252.225-7057	PREAWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE'S REPUBLIC OF CHINA		X	X	X
252.225-7058	POSTAWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE'S REPUBLIC OF CHINA		X	X	X
252.225-7975	ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS (DEVIATION 2020-O0022)		X	X	X
252.225-7993	PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (DEVIATION 2020-O0022)	X	X	X	X
252.225-7995	CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2017-00004)		X	X	X
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	X	X	X	X
252.226-7003	DRUG-FREE WORK FORCE	X	X	X	X
252.227-7013	RIGHTS IN TECHNICAL DATA—NONCOMMERCIAL ITEMS		X	X	X
252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION		X	X	X

252.227-7015	TECHNICAL DATA— COMMERCIAL ITEMS	X	X	X	X
FAR/DFARS Provision	Title	FORM-149	FORM-151	FORM-152	FORM-153
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	X	X	X	X
252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS		X	X	X
252.227-7018	RIGHTS IN OTHER THAN COMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE— SMALL BUSINESS INNOVATION RESEARCH PROGRAM AND SMALL BUSINESS TECHNOLOGY TRANSFER PROGRAM	X	X	X	X
252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS— COMPUTER SOFTWARE		X	X	X
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT- FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS		X	X	X
252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE		X	X	X
252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE		X	X	X
252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT		X	X	X
252.227-7030	TECHNICAL DATA— WITHHOLDING OF PAYMENT		X	X	X
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA		X	X	X
252.227-7038	PATENT RIGHTS— OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS)	X	X	X	X
252.227-7039	PATENTS—REPORTING OF SUBJECT INVENTIONS		X	X	X

252.227-7040	ADDITIONAL PREAWARD REQUIREMENTS FOR SMALL BUSINESS TECHNOLOGY TRANSFER PROGRAM	X	X	X	X
FAR/DFARS Provision	Title	FORM-149	FORM-151	FORM-152	FORM-153
252.227-7041	ADDITIONAL POSTAWARD REQUIREMENTS FOR SMALL BUSINESS TECHNOLOGY TRANSFER PROGRAM	X	X	X	X
252.228-7001	GROUND AND FLIGHT RISK	X	X	X	X
252.228-7005	ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES	X	X	X	X
252.231-7000	SUPPLEMENTAL COST PRINCIPLES		X	X	X
252.234-7002	EARNED VALUE MANAGEMENT SYSTEM	X	X	X	X
252.235-7003	FREQUENCY AUTHORIZATION	X	X	X	X
252.235-7004	PROTECTION OF HUMAN SUBJECTS	X	X	X	X
252.235-7010	ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER	X	X	X	X
252.236-7005	AIRFIELD SAFETY PRECAUTIONS	X	X	X	X
252.236-7013	REQUIREMENT FOR COMPETITION OPPORTUNITY FOR AMERICAN STEEL PRODUCERS, FABRICATORS, AND MANUFACTURERS	X	X	X	X
252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	X	X	X	X
252.237-7019	TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES	X	X	X	X
252.237-7023	CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES	X	X	X	X

252.239-7010	CLOUD COMPUTING SERVICES	X	X	X	X
FAR/DFARS Provision	Title	FORM-149	FORM-151	FORM-152	FORM-153
252.239-7018	SUPPLY CHAIN RISK	X	X	X	
252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM		X	X	X
252.242-7005	CONTRACTOR BUSINESS SYSTEMS	X	X	X	X
252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	X	X	X	X
252.243-7001	PRICING OF CONTRACT MODIFICATIONS		X	X	X
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT		X	X	X
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	X	X	X	X
252.244-7001	CONTRACTOR PURCHASING SYSTEM ADMINISTRATION-BASIC	X	X	X	X
252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	X	X	X	X
252.245-7005	MANAGEMENT AND REPORTING OF GOVERNMENT PROPERTY	X	X	X	X
252.246-7001	WARRANTY OF DATA	X	X	X	X
252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	X	X	X	X
252.246-7007	CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM	X	X	X	X
252.246-7008	SOURCES OF ELECTRONIC PARTS	X	X	X	X
252.247-7003	PASS-THROUGH OF MOTOR CARRIER FUEL SURCHARGE ADJUSTMENT TO THE COST BEARER	X	X	X	
252.247-7022	RESERVED				
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA - BASIC	X	X	X	X
252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	X	X	X	X
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY)	X	X	X	X

52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	X	X	X	X
FAR/DFARS Provision	Title	FORM-149	FORM-151	FORM-152	FORM-153
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	X	X	X	X
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	X	X	X	X
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	X	X	X	X
52.203-14	DISPLAY OF HOTLINE POSTER(S)		X	X	X
52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009		X	X	X
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	X	X	X	X
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	X	X	X	X
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIAL AGREEMENTS OR STATEMENTS	X	X	X	X
52.203-3	GRATUITIES	X	X	X	X
52.203-5	COVENANT AGAINST CONTINGENT FEES	X	X	X	X
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (Alt I)	X	X	X	X
52.203-7	ANTI-KICKBACK PROCEDURES	X	X	X	X

52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	X	X	X	X
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	X	X	X	X
FAR/DFARS Provision	Title	FORM-149	FORM-151	FORM-152	FORM-153
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS	X	X	X	X
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS	X	X	X	X
52.204-2	SECURITY REQUIREMENTS		X	X	X
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS	X	X	X	X
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	X	X	X	X
52.204-24	REPRESENTATIONS REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	X	X	X	X
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	X	X	X	X
52.204-26	COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES- REPRESENTATION	X	X	X	X
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL		X	X	X
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	X	X	X	X

52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS	X	X	X	X
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	X	X	X	X
FAR/DFARS Provision	Title	FORM-149	FORM-151	FORM-152	FORM-153
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS		X	X	X
52.211-5	MATERIAL REQUIREMENTS	X	X	X	X
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS	X			X
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA		X	X	X
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—MODIFICATIONS		X	X	X
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA		X	X	X
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS		X	X	X
52.215-14	INTEGRITY OF UNIT PRICES		X	X	X
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS		X	X	X
52.215-16	FACILITIES CAPITAL COST OF MONEY		X	X	X
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY		X	X	X
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS		X	X	X
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES		X	X	X
52.215-2	AUDIT AND RECORDS—NEGOTIATION		X	X	X
52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA		X	X	X

	OTHER THAN CERTIFIED COST OR PRICING DATA				
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA—MODIFICATIONS		X	X	X
52.215-22	LIMITATIONS ON PASS- THROUGH CHARGES- IDENTIFICATION OF SUBCONTRACT EFFORT		X	X	X
FAR/DFARS Provision	Title	FORM-149	FORM-151	FORM-152	FORM-153
52.215-23	LIMITATIONS ON PASS- THROUGH CHARGES		X	X	X
52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS	X	X	X	X
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (15 U.S.C. 637(d)(2)-(3))	X	X	X	X
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	X	X	X	X
52.222-19	CHILD LABOR- COOPERATION WITH AUTHORITIES AND REMEDIES		X	X	X
52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT		X	X	X
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	X	X	X	X
52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	X	X	X	X
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	X	X	X	X
52.222-25	AFFIRMATIVE ACTION COMPLIANCE	X	X	X	X
52.222-3	CONVICT LABOR		X	X	X
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	X	X	X	X
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	X	X	X	X
52.222-37	EMPLOYMENT REPORTS ON VETERANS	X	X	X	X
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT— OVERTIME COMPENSATION		X	X	X

52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	X	X	X	X
52.222-41	SERVICE CONTRACT LABOR STANDARDS	X	X	X	X
52.222-50	COMBATING TRAFFICKING IN PERSONS (22 U.S.C. 7104(g))	X	X	X	X
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	X	X	X	X
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658	X	X	X	X
FAR/DFARS Provision	Title	FORM-149	FORM-151	FORM-152	FORM-153
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706	X	X	X	X
52.222-7	WITHHOLDING OF FUNDS		X	X	X
52.223-11	OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS	X	X	X	X
52.223-11	OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS	X	X	X	X
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	X	X	X	X
52.223-20	AEROSOLS	X	X	X	X
52.223-21	FOAMS	X	X	X	X
52.223-23	SUSTAINABLE PRODUCTS AND SERVICES	X	X	X	X
52.223-3	52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA)	X	X	X	X
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION		X	X	X
52.223-6	DRUG FREE WORKPLACE	X	X	X	X
52.223-7	NOTICE OF RADIOACTIVE MATERIALS	X	X	X	X
52.224-3	PRIVACY TRAINING	X	X	X	X

52.225-1	BUY AMERICAN ACT— SUPPLIES	X	X	X	X
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	X	X	X	X
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	X	X	X	X
52.225-26	CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES	X	X	X	X
FAR/DFARS Provision	Title	FORM-149	FORM-151	FORM-152	FORM-153
52.225-3	BUY AMERICAN—FREE TRADE AGREEMENTS— ISRAELI TRADE ACT	X			
52.225-5	TRADE AGREEMENTS	X	X	X	X
52.225-8	DUTY-FREE ENTRY	X	X	X	X
52.226-7	DRUG-FREE WORKPLACE	X	X	X	X
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	X	X	X	X
52.227-1	AUTHORIZATION AND CONSENT		X	X	X
52.227-10	FILING OF PATENT APPLICATIONS— CLASSIFIED SUBJECT MATTER		X	X	X
52.227-11	PATENT RIGHTS— OWNERSHIP BY THE CONTRACTOR		X	X	X
52.227-13	PATENT RIGHTS- OWNERSHIP BY THE GOVERNMENT		X	X	X
52.227-14	RIGHTS IN DATA— GENERAL		X	X	X
52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE	X		X	
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT		X	X	X
52.227-9	REFUND OF ROYALTIES		X	X	X
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	X	X	X	X

52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	X	X	X	X
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	X	X	X	X
52.230-2	COST ACCOUNTING STANDARDS		X	X	
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES		X	X	
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS		X	X	
52.232-20	LIMITATION OF COST			X	
52.232-22	LIMITATION OF FUNDS			X	
FAR/DFARS Provision	Title	FORM-149	FORM-151	FORM-152	FORM-153
52.233-3	PROTEST AFTER AWARD		X	X	X
52.234-1	INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III		X	X	X
52.236-13	ACCIDENT PREVENTION	X	X		
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION		X	X	X
52.239.1	PRIVACY OR SECURITY SAFEGUARDS		X	X	X
52.240-1	PROHIBITION ON UNMANNED AIRCRAFT SYSTEMS MANUFACTURED OR ASSEMBLED BY AMERICAN SECURITY DRONE ACT-COVERED FOREIGN ENTITIES	X	X	X	X
52.242-14	SUSPENSION OF WORK		X	X	X
52.242-15	STOP-WORK ORDER		X	X	X
FAR/DFARS Provision	Title	FORM-149	FORM-151	FORM-152	FORM-153
52.244-5	COMPETITION IN SUBCONTRACTING	X	X	X	X
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	X	X	X	X
52.245-1	GOVERNMENT PROPERTY	X	X	X	X
52.245-9	USE AND CHARGES	X	X	X	X
52.246-26	REPORTING NONCONFORMING ITEMS		X	X	X
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	X	X	X	X

52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (46 U.S.C. 1241)	X	X	X	X
52.247-67	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT			X	
52.248-1	VALUE ENGINEERING	X	X	X	X
52.249-14	EXCUSABLE DELAYS			X	X