Enter P.O./ Agreement Number Below:

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ASRC Federal Holding Company and Subsidiary Companies (BUYER)	**General Provisions and FAR Flowdown Provisions for Commercial Products and Commercial Services Under a U.S. Government Prime Contract (PR-TMP-11) (Rev 9.2) Effective 10/1/2025**

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SECTION I: GENERAL PROVISIONS

1. Formation of Contract and Terms and Conditions

(a) This Contract is BUYER's offer to SELLER. SELLER's signature on the Contract, acknowledgment, acceptance of payment, or commencement of performance, shall constitute SELLER's unqualified acceptance of this Contract. SELLER's acceptance of this Contract creates a binding Contract between BUYER and SELLER, which shall be governed by the provisions of this Contract.

(b) This Contract integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between BUYER and SELLER (each a "Party" or collectively, the "Parties").

(c) Additional or differing terms or conditions proposed by SELLER or included in SELLER's acknowledgment hereof are hereby objected to by BUYER and have no effect unless accepted in writing by BUYER.

2. Applicable Laws

(a) This Contract shall be governed by the laws of the state of Maryland, excluding its choice of laws rules, except that any provision in this Contract that is (i) incorporated in full text or by reference from the Federal Acquisition Regulation (FAR); or (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR or; (iii) that is substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, Boards of Contracts Appeals, and quasi-judicial agencies of the Federal Government.

(b) (1) SELLER agrees to comply with all applicable laws, orders, rules, regulations, and ordinances of the United States and the country where SELLER will be performing the Contract. The provisions of the *United Nations Convention on Contracts for International Sale of Goods* shall not apply to this Contract.

(2) If, as a result of any violation of applicable laws, orders, rules, regulations, or ordinances by SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, (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; BUYER may proceed as provided for in (3) below.

(3) Upon the occurrence of any of the circumstances identified in (2) above, BUYER may make a reduction of corresponding amounts (in whole or in part) in the price, or in the costs and fee, of this Contract or any other contract with SELLER, or may demand payment (in whole or in part) of the corresponding amounts. SELLER shall promptly pay amounts so demanded.

(4) These rights and obligations shall survive the termination or completion of this Contract.

(c) In particular, if the Work is to be shipped to, or performed in the United States:

(1) SELLER represents that each chemical substance constituting or contained in Work sold or otherwise transferred to BUYER hereunder is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.) as amended.

(2) SELLER shall provide to BUYER with each delivery any Material Safety Data Sheet applicable to the Work in conformance with and containing such information as required by the Occupational Safety and Health Act of 1970 and regulations promulgated thereunder, or its state-approved counterpart.

3. Assignment and Subcontracting

(a) Any assignment of SELLER's contract rights or delegation of duties shall be void, unless prior written consent is given by BUYER. However, SELLER may assign rights to be paid amounts due, or to become due, to a financing institution if BUYER is promptly furnished a signed copy of such assignment reasonably in advance of the due date for payment of any such amounts. Amounts assigned to an assignee shall be subject to setoffs or recoupment for any present or future claims of BUYER against SELLER. BUYER shall have the right to make settlements and adjustments in price with SELLER without notice to the assignee.

(b) Without BUYER's written consent, SELLER will not subcontract for the design, development,, procurement, or performance of any portion of goods or services under this Contract. This limitation does not apply to SELLER's purchases of standard commercial supplies or raw materials. The SELLER shall flow down to all lower tier suppliers and subcontractors the applicable requirements including any and all applicable FAR and DFARS clauses, when the SELLER provides written consent to subcontract. FAR 52.215-22 and 52.215-23 apply under this Contrtact.

4. Changes

(a) BUYER may at any time, by written notice from the BUYER Procurement Representative, and without notice to sureties or assignees, make changes within the general scope of this Contract in any one or more of the following: (i) drawings, designs, or specifications; (ii) method of shipping or packing; (iii) place of inspection, acceptance, or point of delivery; (iv) reasonable adjustments in quantities or delivery schedules or both; (v) amount of BUYER-furnished property; and, if this Contract includes services, (vi) description of services to be performed; (vii) quantity of services (i.e., hours to be worked); (viii) time of performance (e.g., hours of the day, days of the week); and (ix) place of performance. SELLER shall comply immediately with such direction.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of this Contract, BUYER shall make an equitable adjustment in the Contract price or delivery schedule or both, and modify the Contract accordingly to the extent such adjustment is made to the Prime Contract. Changes to the delivery schedule may be subject to a price adjustment to the extent such adjustment is made to the Prime Contract.

(c) Any claim for an equitable adjustment by SELLER must be submitted in writing to the BUYER Procurement Representative within twenty (20) days from the date of notice of the change, unless the Parties agree in writing to a longer period.

(d) Failure to agree to any adjustment shall be resolved in accordance with the ***Disputes*** clause of this Contract. However, nothing contained in this ***Changes*** clause shall excuse SELLER from proceeding without delay in the performance of this Contract as changed.

5. Commercial Computer Software

(a) As used in this clause, "restricted computer software" means computer program, computer database, or related documentation that has been developed at private expense or is a trade secret, is commercial or financial and confidential or privileged, or is published and copy-righted, and so marked when delivered, otherwise furnished, or used in performance hereunder.

(b) Notwithstanding any provisions to the contrary contained in any SELLER's standard commercial license or lease agreement, SELLER agrees that the restricted computer software delivered under this Contract shall provide the following rights to BUYER and the U.S. Government.

(1) The restricted computer software may be:

(i) Used or copied for use in or with the computer or computers for which it was acquired, including use at any government installation to which such computer or computers may be transferred;

(ii) Used to perform the Prime Contract or any extension or bridge contract thereto;

(iii) Used or copied for use in or with a backup computer if any computer for which it was acquired is inoperative;

(iii) Reproduced for safekeeping (archives) or backup;

(iv) Modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restrictions set forth in this Purchase Order or Contract;

(v) Disclosed to and reproduced for use by support service contractors or their subcontractors, subject to the same restrictions set forth in this Purchase Order or Contract; and

(vi) Used, copied for use in, or transferred to a replacement computer.

(c) Release from liability. The SELLER agrees that the government or BUYER, and other persons to whom the government or BUYER may have released or disclosed commercial computer software delivered or otherwise furnished under this Contract, shall have no liability for any release or disclosure of such commercial computer software that are not marked to indicate that such software are licensed data subject to use, modification, reproduction, release, performance, display, or disclosure restrictions.

6. Communication with BUYER Customer

(a) BUYER shall be solely responsible for all liaison and coordination with the BUYER customer ("Customer"), including the U.S. Government, as it affects the applicable prime contract, this Contract, and any related contract.

(b) Unless otherwise directed in writing by the authorized BUYER Procurement Representative, all communications with or documentation requiring submittal to, or action by, the government or the Contracting Officer shall be routed to, or through, the BUYER Procurement Representative, or as otherwise permitted by this Contract or required by law.

7. Compliance With Laws

Seller agrees to comply fully with all applicable laws, ordinances, rules, regulations, and orders of all foreign nations (or governmental subdivision thereof) and all applicable domestic (United States of America) federal, state, and local laws, ordinances, rules, regulations, and orders pertaining to the production, sale, or performance of the goods or services related to this Contract, and, upon request, Seller shall furnish Buyer certificates of compliance. These laws shall include, without limitation, the following: The Fair Labor Standards Act of 1938, as amended; Federal and State OSHA requirements; the equal opportunity clause in §202 of Executive Order #11246 as amended; Veterans Employment and Readjustment Act of 1972 (amending the Vietnam Era Veterans Readjustment Assistance Act of 1972); the rules and regulations of the Office of Federal Contract Compliance; §503 of the Rehabilitation Act, Toxic Substances Control and The Federal Hazardous Substances Act. With specific references to the Toxic Substances Control Act, Seller warrants that each chemical substance delivered under this order shall be on the list of chemical substances complied and published by the Administrator of the Environmental Protection Agency pursuant to §8 of the Toxic Substances Act. If this order is placed, directly or indirectly, under a contract to which the United States or any state or other governmental authority is a party, then all terms and conditions required by law or regulation or contained in the government contract with respect to this order are incorporated herein by reference. Seller expressly agrees to indemnify and hold harmless Buyer, its successors, assigns, customers, and users of its products from any costs, losses, expenses, damages, claims, suits, fines, penalties, or any liability whatsoever, including attorney's fees, resulting from the failure of Seller to comply, in the furnishing of goods or services under this order, with the terms of this clause and/or all applicable foreign or domestic federal, state, or local laws, ordinances, rules, regulations, or orders as set out hereinabove.

8. Confidentiality of BUYER'S Information

Information provided by BUYER to SELLER (hereinafter "BUYER INFORMATON") remains the property of BUYER. Seller agrees to comply with the terms of any Non-Disclosure Agreement with BUYER and to comply with all proprietary information markings and restrictive legends applied by BUYER to anything provided hereunder to SELLER. SELLER agrees not to use any BUYER INFORMATION for any purpose except to perform this Contract and agrees not to disclose such information to third parties without the prior written consent of BUYER. Notwithstanding the generality of the foregoing, nothing in this provision shall be interpreted to limit, or in any way restrict the SELLER from providing or using data the Government owns or has a right to use in SELLER'S direct contracts with the Government. SELLER will not use BUYER's name, logo, trademark, or other identifying information about BUYER or this Contract in any publication, press release, website, or other public information without the advance written approval of the BUYER Procurement Representative.

9. Confidentiality of SELLER's Information

SELLER shall not provide any proprietary information to BUYER without prior execution by BUYER of a confidential disclosure agreement.

10. Contract Direction

(a) Only the BUYER Procurement Representative has authority to amend or make changes to this Contract. Such amendments or changes must be in writing.

(b) BUYER engineering and technical personnel may render assistance or give technical advice or discuss or effect an exchange of information with SELLER's personnel concerning the Work hereunder. Such actions shall not be deemed to be a change under the ***Changes*** clause of this Contract or an amendment to this Contract and shall not be the basis for equitable adjustment.

(c) Action or direction by any BUYER Customer shall not be deemed to be a change under the ***Changes*** clause of this Contract and shall not be the basis for equitable adjustment**.**

(d) Except as otherwise provided herein, all notices to be furnished by the SELLER shall be sent to the BUYER Procurement Representative.

11. Default

(a) BUYER, by written notice, may terminate this Contract for default, in whole or in part, if SELLER fails to comply with any of the terms of this Contract, fails to make reasonable progress in its performance of this Contract, or fails to provide adequate assurance of future performance. SELLER shall have seven (7) (or a longer period if authorized by BUYER in writing) to cure any such failure after receipt of notice from BUYER. Defaults involving delivery schedule delays shall not be subject to the cure provision.

(b) BUYER shall not be liable for any Work not accepted. BUYER may require SELLER to deliver to BUYER any supplies and materials, manufacturing materials, and manufacturing drawings that SELLER has specifically produced or acquired for the terminated portion of this Contract. BUYER and SELLER shall agree on the amount of payment for these other deliverables**.**

(c) SELLER shall continue all Work not terminated.

(d) If after termination under paragraph (a), it is later determined that SELLER was not in default, such termination shall be deemed a Termination for Convenience.

12. Definitions

The following terms shall have the meanings set forth below:

(a) "Contract" means the instrument of contracting (e.g., PO, Purchase Order, or other agreement) between the Parties, including all referenced documents, exhibits, and attachments (including without limitation these General Provisions and FAR Flowdown Provisions for Commercial Products and Commercial Services Under a U.S. Government Prime Contract). If these terms and conditions are incorporated into a master agreement that provides for orders (in the form of a Purchase Order or other such document), the term "Contract" shall also mean the order document for the Work to be performed.

(b) "FAR" means the Federal Acquisition Regulation, issued as Chapter 1 of Title 48, US Code of Federal Regulations.

(c) "BUYER" means ASRC Federal Holding Company or one of its subsidiary companies as identified in the Contract.

(d) "BUYER Procurement Representative" means the person authorized by BUYER's cognizant procurement organization to administer this Contract identified in the Purchase Order.

(e) "PO" or "Purchase Order" means the document issued by BUYER that describes and orders the Work to be performed by SELLER and documents incorporated by reference into that document.

(f) "SELLER" means the Party identified on the title page of the Contract, with whom BUYER is contracting.

(g) "Work" means all articles, materials, supplies, goods, and services constituting the performance of SELLER under or related to this Contract.

13. Disputes - Any dispute shall be settled in the following manner.

(a) The Parties agree that any dispute between them or against any agent, employee, successor, or assign of the other shall be settled, to the extent possible by good faith negotiations. Any dispute which the Parties cannot resolve by good faith negotiations within (30) days or such longer period as the Parties may mutually agree to shall be submitted and finally resolved by a court of competent jurisdiction.

(b) Notwithstanding the generality of the foregoing, any dispute arising under or related to this Contract, which BUYER could include in a claim or other demand under a disputes provision of the Prime Contract shall be resolved, at BUYER'S option as follows:

i. SELLER shall provide BUYER with a fully supported written claim, properly certified, within twenty (20) days after the claim accrues;

ii. SELLER shall cooperate with BUYER in prosecuting SELLER's timely made claim or demand and will be bound by the resulting decision; and

iii. SELLER shall pay its proportional costs in pursuing the claim.

(c) If the SELLER fails to provide Buyer with a written claim for any dispute that could fall within this Section within (20) days after the claim arises, Seller is deemed to have waived the claim and may not bring the claim.

(d) The BUYER's entire liability to SELLER with respect to any matter addressed under the Prime Contract disputes clause shall be limited to the recovery obtained from the Customer (or prime contractor, if BUYER is a subcontractor) for SELLER's claims, less markups specifically allowed by BUYER. If SELLER is affected by the resulting decision and BUYER elects to appeal, Seller shall pay to BUYER the SELLER's proportionate share of the appeal costs. If BUYER permits SELLER to control the prosecution of a claim and/or appeal, BUYER has the right to review, prior to submission, any pleading or other papers SELLER wants to file in such appeal. SELLER agrees to delete any admissions, statements or positions in the pleadings or papers to which BUYER reasonably objects. If BUYER appeals such decision, whether or not at SELLER's request, any decision regarding such appeal shall be binding on the Parties as it related to this Subcontract. If any claim of SELLER is determined to be based upon fraud or misrepresentation or results in any damages, loss of fee or profit, or any other monetary consequence, SELLER agrees to defend, indemnify and hold BUYER harmless for any and all liability, loss, cost or expense resulting therefrom.

(e) Until final resolution of any dispute hereunder, SELLER shall proceed diligently with the performance of this Contract unless otherwise directed by the BUYER in writing. The BUYER's rights under this Contract are cumulative and in addition to any other rights available at law or equity. The SELLER is expressly precluded from filing a direct claim or direct course of action against the U.S. Government as a result of this Subcontract.

14. Equipment, BUYER'S Property

All equipment, tools, materials, vehicles, and/or other articles required for Seller's performance of this Purchase Order shall be furnished by Seller, maintained in good condition, and replaced when necessary at Seller's expense. Buyer shall retain title to and a right of immediate possession of any property of any nature whatsoever furnished or paid for by Buyer.

15. Export Control

(a) SELLER agrees to comply fully with all applicable U.S. export control laws and regulations as they may apply to any hardware, software, information, or the direct product of such information, furnished to SELLER under this Contract. SELLER agrees that it will not permit the re-export of any the above—including to foreign nationals employed by, associated with, or under contract to SELLER or SELLER's lower-tier suppliers—without the authority of an Export License or applicable License Exception.

(b) SELLER agrees to notify BUYER if any deliverable Work under this Contract is restricted by export control laws or regulations.

(c) SELLER shall immediately notify the BUYER Procurement Representative if SELLER is listed in any Denied Parties List or if SELLER's export privileges are otherwise denied, suspended, or revoked in whole or in part by any U.S. Government entity or agency. At BUYER's request, SELLER will provide BUYER with all data BUYER may need to apply for and obtain an Export License or applicable License Exception.

16. Extras

Work shall not be supplied in excess of quantities specified in the Contract. SELLER shall be liable for handling charges, storage costs, and return shipment costs for any excess quantities.

17. Force Majeure

In the event of unforeseen fire, accidents, abnormal weather conditions, governmental acts, strikes or other labor disputes, Acts of God, war, riots, and other civil disturbances, or pandemics which prevent manufacture, transportation, delivery, acceptance, or Buyer's prompt utilization of the goods or services covered by this order, the affected party may delay delivery, manufacture, transportation, acceptance, or utilization by written notice, effective when received by the other party, until such event and the consequences of such event of force

majeure have terminated. The foregoing is conditioned on the affected party promptly delivering to the other party, within ten (10) calendar days of the start of the qualifying event, a written notice stating a complete and detailed description of such event, the date of commencement, an estimate of the probable period of delay, and explanation indicating how such event was beyond the party's control. An event of force majeure shall not include events within the total or partial control of the party giving notice, including, but not limited to, poor business judgment or estimates, material or labor shortages, or unanticipated engineering or technical difficulties.

18. Furnished Property

(a) BUYER may provide to SELLER property owned by either BUYER or its Customer (Furnished Property). Furnished Property shall be used only for the performance of this Contract.

(b) Title to Furnished Property shall be retained by BUYER or its customer. SELLER shall clearly mark (if not already marked) all Furnished Property to show ownership.

(c) Except for reasonable wear and tear, SELLER assumes all risk of loss, destruction, or damage of Furnished Property while in SELLER's possession, custody, or control. Upon request, SELLER shall provide BUYER with adequate proof of insurance against such risk of loss. SELLER shall promptly notify BUYER of, any loss or damage. Without additional charge, SELLER shall manage, maintain, and preserve Furnished Property in accordance with good commercial practice.

(d) At BUYER's request or at completion of this Contract the SELLER shall submit, in an acceptable form, inventory lists of Furnished Property and shall deliver or make such other disposal as may be directed by BUYER.

19. Gratuities and Kickbacks

(a) No gratuities (in the form of entertainment, gifts, or otherwise) or kickbacks shall be offered or given by SELLER to any employee of BUYER with a view toward securing favorable treatment as a supplier.

(b) By accepting this Contract, 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 USC 51-58), both of which are incorporated herein by this specific reference, except that paragraph (c)(1) of FAR 52.203-7 shall not apply.

20. Importer of Record

(Applies only if the Contract involves importation of Work into the United States).

(a) If elsewhere in the Contract BUYER is indicated as importer of record, SELLER warrants that all sales hereunder are or will be made at not less than fair value under the United States Anti-Dumping Laws (19 U.S.C. 1673 et seq.).

(b) If elsewhere in the Contract BUYER is not indicated as importer of record, then SELLER agrees that:

(i) BUYER will not be a party to the importation of Works, the transactions represented by this Contract will be consummated after importation, and SELLER will neither cause nor permit BUYER's name to be shown as "Importer of Record" on any customs declaration; and

(ii) Upon request and where applicable, SELLER will provide to BUYER a properly executed Customs Form 7501, Customs Entry.

21. Indemnification

(a) SELLER agrees to indemnify, defend and hold harmless BUYER, its successors, assigns, officers, directors, employees, shareholders, consultants, agents and customers, and users of its products and services (collectively, "Buyer Parties") from and against any and all actions, causes of action, liabilities, claims, expenses (including reasonable attorney's fees and court costs), losses, damages, penalties, fines, forfeitures, suits, judgments, liens, awards and damages of any kind and nature whatsoever, regardless of legal theory, for or related to (a) property damage related to SELLER's actions or inactions hereunder, (b) personal injury, including death, related to SELLER's actions or inactions hereunder; (c) negligence, willful misconduct or fraud; (d) violations by SELLER of applicable laws, regulations, or authorities related to or affecting the Contract; or (e) breach of SELLER'S obligations or responsibilities under this Contract. For purposes of all indemnification terms in this Agreement, "SELLER" includes SELLER'S subcontractors, suppliers, employees, agents, or representatives.

22. Independent Contractor Relationship

(a) SELLER is an independent contractor in all its operations and activities hereunder. The employees used by SELLER to perform Work under this Contract shall be SELLER's employees exclusively, without any relation whatsoever to BUYER, and shall not be entitled to participate in or receive any of BUYER's employee benefits.

(b) SELLER shall be responsible for any costs or expenses including attorneys' fees, all expenses of litigation and settlement, and court costs, arising from any act or omission of SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, relating in any way to or affecting the performance of any of its obligations under this Contract.

23. Inspection and Acceptance

(a) BUYER and its Customer, including the Government, may inspect all Work at reasonable times and places, including, when practicable, during manufacture and before shipment. SELLER shall provide all information, facilities, and assistance necessary for safe and convenient inspection without additional charge.

(b) No such inspection shall relieve SELLER of its obligations to furnish all Work in accordance with the requirements of this Contract. BUYER's final inspection and acceptance shall be at destination unless otherwise specified in this Contract.

(c) In the event that any goods ordered hereunder are found to be nonconforming by the Seller, SELLER shall notify the BUYER in writing of the nonconforming product and SELLER shall obtain BUYER approval regarding all nonconforming product disposition. All goods not complying with these requirements are subject to cancellation, refund by the Buyer or reprocurement costs.

24. Insurance or Entry on BUYER's Property

In the event that SELLER, its employees, agents, or subcontractors enter BUYER's or its Customer's premises for any reason in connection with this Contract, SELLER, as well as its subcontractors and lower-tier subcontractors, shall procure and maintain worker's compensation, comprehensive general liability, bodily injury, and property damage insurance in reasonable amounts, but no less than the minimum levels of coverage specified herein, and such other insurance as BUYER may require, and shall comply with all site requirements. Such insurance shall be written through a licensed carrier, with a financial rating of no less than A-, in the respective state of operation and shall meet all legal minimum requirements of same state. SELLER shall indemnify and hold harmless BUYER, its officers, employees, and agents from any and all losses, costs, claims, causes of action, damages, liabilities, and expenses, including (but not limited to) attorneys' fees, all expenses of litigation and settlement, and court costs, by reason of property damage or personal injury to any person caused in whole or in part by the actions or omissions of SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, relating to SELLER's failure to comply with this clause. SELLER shall provide BUYER thirty (30) days advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of SELLER's required insurance. If requested, SELLER shall send a Certificate of Insurance showing SELLER's compliance with these requirements. SELLER shall name BUYER as an additional insured for the duration of this Contract. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of BUYER and is not contributory with any insurance which BUYER may carry. SELLER agrees to maintain at its own expense the following insurance coverages with minimum limits as stated:

Employer's liability: Coverage for no less than a limit of $1 million per accident.

Commercial general liability: Coverage for third party bodily injury and property damage, including products and completed operations, contractual liability, and independent contractor's liability with limits not less than $1 million per occurrence and $2 million in the aggregate.

Business automobile liability: Coverage for use of all owned, non-owned, and hired vehicles with limits of not less than $1 million per accident combined single limit for bodily injury and property damage liability.

25. Intellectual Property

(a) Unless otherwise agreed by BUYER and SELLER, SELLER agrees and understands that the Work performed hereunder is Work for Hire and as such SELLER agrees that BUYER shall be the owner of all inventions, technology, designs, works of authorship, mask works, technical information, computer software, business information, and other information (collectively "IP") conceived, developed, or otherwise generated in the performance of this Contract by or on behalf of SELLER. SELLER hereby assigns and agrees to assign all right, title, and interest in the foregoing to BUYER, including (without limitation) all copyrights, patent rights, and other intellectual property rights therein and further agrees to execute, at BUYER's request and expense, all documentation necessary to perfect title therein in

BUYER. To the extent provided in the Prime Contract, Prime may flow any rights in that IP granted to it hereunder to such Customer pursuant to the terms of the Prime Contract. SELLER agrees that it will maintain and disclose to BUYER written records of, and otherwise provide BUYER with full access to, the subject matter covered by this clause and that all such subject matter will be deemed BUYER INFORMATION as defined in and subject to the provisions of Section 8 of these terms. SELLER agrees to assist BUYER, at BUYER's request and expense, in every reasonable way, in obtaining, maintaining, and enforcing patent and other intellectual property protection on the subject matter covered by this clause.

(b) If SELLER and BUYER agree that performance under this Contract requires the provision or use of any proprietary programs of SELLER or of SELLER's suppliers such that BUYER and SELLER agree that paragraph (a) of this clause is not applicable to a portion of the Work, then, absent agreement of BUYER and SELLER to the contrary, SELLER shall specifically identify such proprietary programs to BUYER and shall grant to BUYER a perpetual worldwide, paid-up license or sublicense to use, copy, modify, sublicense, and create derivative works from any such proprietary programs. Upon request by BUYER, SELLER shall provide all documentation supporting such licensing rights, including copies of licenses granted by SELLER's suppliers to SELLER. SELLER shall defend and hold BUYER harmless from any and all claims arising in whole or in part from SELLER's failure to comply with this section. There shall be no additional charge for such license or sublicense beyond the price for the work to be performed under this Contract.

(c) SELLER warrants that the Work performed and delivered under this Contract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. SELLER agrees to defend, indemnify, and hold harmless the BUYER Parties and its Customers from and against any claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any action by a third party that is based on a claim that the Work performed or delivered under this Contract infringes or otherwise violates the intellectual property rights of any person or entity.

(d) Unless otherwise specified in this Contract, commercial off-the-shelf software delivered hereunder shall be the most recent revision issued by SELLER. If SELLER issues a new version within 120 days after delivery to BUYER, SELLER shall provide to BUYER at no additional charge a usable copy of the new version under the license terms herein.

26. Language and Standards

All reports, correspondence, drawings, notices, markings, and other communications shall be in the English language. The English version of the Contract shall prevail. Unless otherwise provided in writing, all documentation and Work shall use the units of U.S. standard weights and measures.

27. Limitation of Funds (Applicable if this Contract is incrementally funded.)

(a) The Parties estimate that performance of this Contract will not cost Buyer more than the estimated price specified in the Schedule. The Seller agrees to use its best efforts to perform the Work specified in the Schedule and all obligations under this Contract within the estimated price.

(b) The Schedule specifies the amount presently available for payment by Buyer and allotted to this Contract, the items covered, and the period of performance that the allotted amount is estimated to cover. Buyer may, from time to time, allot additional funds to the Contract up to the full estimated cost specified in the Schedule, inclusive of any fee. The Seller agrees to perform, or have performed, Work on the Contract up to the point at which the total amount, including fee, paid and payable by Buyer under the Contract approximates but does not exceed the total amount actually allotted by Buyer to the Contract.

(c) The Seller shall notify Buyer in writing whenever it has reason to believe that price under this Contract in the next sixty (60) days, when added to all price previously incurred, will exceed seventy-five percent (75%) of the total amount then allotted to the Contract. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

28. New Materials

The Work to be delivered hereunder shall consist of new materials, as defined in FAR 52.211-5 (not used, reconditioned, remanufactured, or of such age as to impair usefulness or safety).

29. Packing and Shipment

(a) Unless otherwise specified, all Work is to be packed in accordance with good commercial practice to prevent damage and deterioration during shipping, handling, and storage.

(b) A complete packing list shall be enclosed with all shipments. SELLER shall mark containers or packages with necessary lifting, loading, and shipping information, including the BUYER contract number, item number, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include this Contract number.

(c) For Work shipped within the United States, unless otherwise specified, delivery shall be FOB Destination. For Work imported into the United States, unless otherwise specified, delivery shall be DDP BUYER's facility indicated on the title page of the Contract in accordance with *INCOTERMS 1990*.

30. Payments, Taxes, and Duties

(a) Unless otherwise provided, terms of payment shall be Net 45 days from the latest of the following: (i) BUYER's receipt of the SELLER's proper invoice; (ii) Scheduled delivery date of the Work; or (iii) Actual delivery of the Work. BUYER shall have a right of setoff against payments due or at issue under this Contract or any other contract between the Parties.

(b) Payment shall be deemed to have been made as of the date of BUYER's mailed payment or electronic funds transfer.

(c) Unless otherwise specified, prices include all applicable federal, state, and local taxes, as well as duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately on the invoice. Prices shall not include any taxes, impositions, charges, or exactions for which BUYER has furnished a valid exemption certificate or other evidence of exemption.

(d) All taxes, assessments and similar charges levied with respect to or upon any such products or Work owned by BUYER while in SELLER's possession or control, and for which no exemption is available, shall be borne by SELLER.

(e) The prices stated in the Contract are firm, fixed prices in United States dollars.

31. Precedence

Any inconsistencies in this Contract shall be resolved in accordance with the following (in descending order of precedence): (1) face of the Purchase Order, release document or schedule (which shall include continuation sheets), FAR/DFAR Flow Down Clauses or any other terms of the Prime Contract incorporated by reference and/or in full text, including any special terms and conditions; (2) any BUYER master agreement, such as corporate, subsidiary, or blanket agreements; (3) these General Provisions; (4) Statement of Work; and (5) Any vendor terms and conditions incorporated by Purchase Order or quote.

32. Priority Rating

If so identified, this Contract is a "rated order," certified for national defense use, and the SELLER shall follow all the requirements of the *Defense Priorities and Allocation System Regulation* (15 C.F.R. Part 700).

33. Quality Control System

(a) SELLER shall provide and maintain a quality control system to an industry-recognized quality standard for the Work covered by this Contract.

(b) Records of all quality control inspection work by SELLER shall be kept complete and made available to BUYER and its Customers during the performance of this Contract and for such longer periods as may be specified.

(c) If required in the Purchase Order, SELLER shall notify the BUYER of changes to processes, products, or services, including changes of their external providers or location of manufacture, and obtain the BUYER's approval.

(d) If required in the Purchase Order, SELLER shall use Customer-designated or approved external providers, including process sources (e.g., special processes).

(e) SELLER shall prevent use of counterfeit parts.

(f) SELLER shall flow down to external providers applicable requirements including Customer requirements.

(g If required in the Purchase Order, SELLER shall provide test specimens for design approval, inspection/verification, investigation, or auditing.

SELLER shall provide right of access to the BUYER, the BUYER'S Customer and regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain.

SELLER shall ensure that persons are aware of their contribution to product or service continuity, their contribution to product safety and the importance of ethical behavior.

34. Release of Information

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Contract or the subject matter hereof, will be made by SELLER without the prior written approval of BUYER**.**

35. Severabillity

The terms and conditions of this order are severable, and if any terms and conditions or portions of any terms and conditions herein are stricken or declared illegal, invalid, or unenforceable for any reason whatsoever, the legality, validity, or enforceability of the remaining terms and conditions shall not be affected thereby.

36. Stop Work Order

(a) SELLER shall stop Work for up to ninety (90) days in accordance with the terms of any written notice received from BUYER, or for such longer period of time as the Parties may agree, and shall take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by this Contract during the period of Work stoppage.

(b) Within such period, BUYER shall either terminate or continue the Work by written order to SELLER. In the event of a continuation, an equitable adjustment, in accordance with the principles of the ***Changes*** clause, recoverable from the Customer shall be made to the price, delivery schedule, or other provision affected by the Work stoppage, if applicable, provided that the claim for equitable adjustment is made within thirty (30) days after such continuation.

37. Survivability

If this Contract is terminated for default or convenience, SELLER shall not be relieved of those obligations contained in this Contract for the following provisions:

(a) Applicable Laws, Clause No. 2; Confidentiality of BUYER's Information, Clause No. 8; Default, Clause No. 11; Definitions Clause No. 12; Disputes Clause No. 13; Export Control, Clause No. 15; Gratuities and Kickbacks Clause No. 19; Indemnification Clause No. 21; Independent Contractor Relationship, Clause No. 22; Insurance or Entry on BUYER Property, Clause No. 24; Intellectual Property, Clause No. 25; Precedence, Clause No. 31; Release of Information, Clause No. 34; Severabillity, Clause No. 35; Survivability, Clause No. 37, Use of Information, Clause No. 40; and Warranty, Clause No. 42.

(b) Those U.S. Government flowdown provisions that, by their nature, should survive.

38. Termination for Convenience

(a) BUYER may terminate part or all of this Contract for its convenience by giving written notice to SELLER. BUYER's only obligation shall be to pay SELLER a percentage of the price reflecting the percentage of the Work performed prior to the notice of termination, plus reasonable charges that SELLER can demonstrate to the satisfaction of BUYER using generally accepted accounting principles and consistent with federal government contracts law, that have resulted from the termination. SELLER shall not be paid for any Work performed or costs incurred that reasonably could have been avoided.

(b) In no event shall BUYER be liable for (i) lost or anticipated profits, unabsorbed indirect costs or overhead; or (ii) any amount in excess of the total Contract price. SELLER's termination claim shall be submitted within ninety (90) days from the effective date of the termination.

(c) SELLER shall continue all Work not terminated.

39. Timely Performance

(a) Time is of the essence in this Contract. SELLER's timely performance is a critical element of this Contract.

(b) Unless advance shipment has been authorized in writing by BUYER, BUYER may store, at SELLER's expense, or return, shipping charges collect and at SELLER's risk, all Work received in advance of the scheduled delivery date.

(c) If SELLER becomes aware of difficulty in performing the Work, SELLER shall promptly notify BUYER, in writing, giving pertinent details. This notification does not change any delivery schedule or waive any rights of BUYER hereunder.

(d) In the event of a termination for convenience or change, no claim will be allowed for any manufacture or procurement in advance of SELLER's normal flow time unless BUYER has given prior written consent.

40. Use of Information

The Seller agrees that all information furnished or disclosed to Buyer by Seller in connection with this order is furnished or disclosed as part of the consideration for this order and may be used by BUYER.

41. Waiver, Approval, and Remedies

(a) Failure by BUYER to enforce any of the provisions of this Contract shall not be construed as a waiver of the requirements of such provisions, or as a waiver of the right of BUYER thereafter to enforce each and every such provision.

(b) BUYER's approval of documents shall not relieve SELLER from complying with any requirements of this Contract.

(c) The rights and remedies of BUYER in this Contract are cumulative and in addition to any other rights and remedies provided by law or in equity.

42. Warranty

(a) In addition to SELLER's standard warranty, SELLER warrants that all Work furnished pursuant to this Contract shall strictly conform to applicable specifications, drawings, samples, descriptions, and other requirements in this Contract and be free from defects in design, material, and workmanship. All warranties shall survive inspection, test and acceptance of, and payment for, the Work. All warranties shall run to BUYER and its successors, assigns, and customers. The warranty shall extend for the longer of a period of one (1) year after BUYER's final acceptance, any different period is set forth elsewhere in this Contract, or the duration of SELLER's standard warranty. If any nonconformity of the Work appears within that time, SELLER shall promptly repair, replace, or reperform the Work, at BUYER's option. Transportation of replacement Work, return of nonconforming Work, and repeat performance of Work shall be at SELLER's expense. Work required to be corrected or replaced shall be subject to this provision and the ***Inspection and Acceptance*** provision of this Contract in the same manner and to the same extent as Work originally delivered under this Contract. If repair, replacement, or reperformance of Work is not timely, BUYER may elect to return the nonconforming Work or repair, replace Work, or reprocure the Work at SELLER's expense.

(b) SELLER further warrants that all software, firmware, and hardware (products) provided by SELLER, having date-dependent functionality containing or calling on a calendar function to process date and time data, will accurately process the date and time data (including, but not limited to, inputting, storing, manipulating, comparing, calculating, updating, displaying, outputting, and transforming such dates and data).

(1) In the event of a discovery of any date-dependent functionality noncompliance, the discovering party shall notify the other party within five (5) business days. At BUYER's option, the noncompliant products shall be repaired or replaced by SELLER within ten (10) business days of such notice at no cost to BUYER. The date-dependent functionality warranty shall run to BUYER and its successors, assigns, and customers, and shall extend indefinitely after BUYER's final acceptance.

Nothing in this provision shall be construed to limit any other rights under this Contract, at law or in equity that BUYER may have with respect to date-dependent functionality compliance.

SECTION II: FAR, DFARS, AND OTHER AGENCY FLOWDOWN CLAUSES

A. Incorporation of FAR, DFARS and Other Agency FAR Supplement Clauses

The Federal Acquisition Regulation (FAR) clauses, Defense Federal Acquisition Regulation Supplement (DFARS) clauses, and the FAR Supplement clause of any other agency, and any other flowdown clauses from any other agency referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Contract. The effective version of each clause shall be the version that applies to SELLER under its prime contract or higher-tier subcontract.

B. Government Subcontract

This Contract is entered into by the Parties in support of a U.S. Government contract.

As used in the FAR clauses referenced below and otherwise in this Contract:

1. "Commercial product" and "commercial service" mean a commercial product and commercial service as defined in FAR 2.101.
2. "Contract" means this Contract.
3. "Contractor" means SELLER, as defined previously in the "Definitions" provision of this document, acting as the immediate (first-tier) subcontractor to BUYER.
4. "Prime Contract" means the Contract between BUYER and the U.S. Government or between BUYER and its higher-tier contractor who has a contract with the U.S. Government.
5. "Subcontract" means any Contract placed by SELLER or lower-tier subcontractors under this Contract.

C. Notes

1. In the following clauses, and unless the context of the clause requires otherwise, the term "Contractor" shall mean Subcontractor, the term "Contract" shall mean this Subcontract, and the terms "Government," "Contracting Officer" and equivalent phrases shall mean Prime and Prime's Purchasing Representative, respectively. In the data rights clauses the term "Government" and "Contracting Officer" shall remain unchanged. It is intended that the referenced clauses shall apply to SELLER in such manner as is necessary to reflect the position of SELLER as a subcontractor to BUYER, to make SELLER's obligations to BUYER and to the United States Government are co-extensive with BUYERS's obligations to the United States Government, and to enable BUYER to meet its obligations under its Prime Contract or Subcontract.
2. For those clauses where context of the clause does not permit the substitution of terms in Section C.1, insert "and BUYER" after "Government" or "Contracting Officer.".
3. Communication and notification required under this clause from or to SELLER and to or from the Contracting Officer shall be through BUYER.

D. Amendments Required by Prime Contract

SELLER agrees that upon the request of BUYER it will negotiate in good faith with BUYER relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as BUYER may reasonably deem necessary in order to comply with the provisions of the applicable prime contract or with the provisions of amendments to such prime contract. If any such amendment to this Contract causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this Contract, an equitable adjustment may be made if permitted pursuant to the "Changes" clause of this Contract.

E. FAR Flowdown Clauses

The following FAR clauses apply to this Contract:

52.203-3	GRATUITIES
52.203-19	PROHIBITION ON REQUUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION
52.204–30	FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS—PROHIBITION
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (paragraph (d) only)
52.222-50	COMBATING TRAFFICKING IN PERSONS with ALTERNATE I (Note 2 from Section II, C above applies to the

clause; Note 3 from Section II, C above applies to paragraph (e) of the clause.)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES

52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS

The following FAR clause applies to this Contract if the value of this Contract equals or exceeds $3,500:

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION

The following FAR clause applies to this Contract if the value of this Contract equals or exceeds $10,000:

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT

The following FAR clause applies to this Contract if the value of this Contract equals or exceeds $20,000:

52.222-36 EQUAL EMPLOYMENT FOR WORKERS WITH DISABILITIES

The following FAR clause applies to this Contract if the value of this Contract equals or exceeds $45,000:

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (Does not apply to Contracts solely for commercial off-the-shelf products)

The following FAR clauses apply to this Contract if the value of this Contract equals or exceeds $200,000:

52.203-7 ANTI-KICKBACK PROCEDURES (excluding (c)(1))

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

52.222-35 EQUAL OPPORTUNITY FOR VETERANS

52.222-37 EMPLOYMENT REPORTS ON VETERANS

The following FAR clauses apply to this Contract if the value of this Contract equals or exceeds $7,500,000:

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (Applicable if the period of performance is more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.)

The following FAR clauses apply to this Contract if the value of this Contract equals or exceeds the Simplified Acquisition Threshold:

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT with ALTERNATE I

52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (if Contract includes acquisition functions closely associated with inherently governmental functions)

The following FAR clauses apply if this Contract exceeds $2,000 for construction, alteration, or repair, including painting and decorating, of U.S. public buildings or public works:

☐ 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS -OVERTIME COMPENSATION (Applicable if check marked)

52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS

52.222-7 WITHHOLDING OF FUNDS

52.222-8 PAYROLLS AND BASIC RECORDS

52.222-9 APPRENTICES AND TRAINEES

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS

52.222-11 SUBCONTRACTS (LABOR STANDARDS)

52.222-12 CONTRACT TERMINATION-DEBARMENT

52.222-13 COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS

52.222-14 DISPUTES CONCERNING LABOR STANDARDS

52.222-15 CERTIFICATION OF ELIGIBILITY

The following FAR clauses apply to this Contract as indicated:

52.303-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (Applies if the order is funded in whole or in part with Recovery Act funds).
52.204-2	SECURITY REQUIREMENTS (Applies if the Work requires access to classified information.)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (Applicable where CONTRACTOR will have physical access to a federally-controlled facility or access to a Federal information system.)
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTMES (Applicable to commercial procucts and services, except COTS, in which SELLER may have Federal contract information residing in or transiting through its information system)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (Applicable if the order is a rated order subject to 15 C.F.R. 700)
52.222-41	SERVICE CONTRACT LABOR STANDARDS (Applicable to all orders subject to the Service Contract Labor Standards statute)
52.222-51	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT – REQUIREMENTS (Applicable if Work meets all requirements for exemption)
52.222-53	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES – REQUIREMENTS (Applicable if Work meets all requirements for exemption)
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13706 (Applicable to all orders that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and are to be performed in whole or in part in the U.S.)
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (Applicable to all orders that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and are to be performed in whole or in part in the U.S.)
52.223-11	OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (Applicable if Work is for products or services specified in FAR 23.804(a))
52.223-12	MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (Applicable if Work includes maintenance, repair, or disposal of refrigeration equipment or air conditioners)
52.223-20	AEROSOLS (Applicable if Work is for products that contain a propellant or solvent or involves maintenance or repair of electronic or mechanical devices)
52.223-21	FOAMS (Applicable if Work is for products that contain a foam blowing agent)
52.224-2	PRIVACY ACT (Applicable if Work involves system of records on individuals subject to the Privacy Act)
52.225-26	CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES (Applicable for all orders performed outside the US in areas of combat operations, as designated by the Secretary of Defense or other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area).
52.227-19	COMMERCIAL COMPUTER SOFTWARE-RESTRICTED RIGHTS (Applicable only if existing computer software developed exclusively at private expense is to be delivered under this Contract.)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (applicable if order is placed with a Small Business Concern)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (if Work is performed at a Government facility)
52.237-3	CONTINUITY OF SERVICES (if Work includes services)
52.239-1	PRIVACY OR SECURITY SAFEGUARDS (if Subcontract involves design, development, or operation of a system of records)
52.245-1	GOVERNMENT PROPERTY with ALTERNATE I (Applicable if Contract involves accerss to Government Ptroperty. "Contracting Officer" means "BUYER" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes BUYER. "Government" is unchanged in the phrases "Government property' and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "BUYER" and except in paragraphs (d)(2) and (g) where the term includes BUYER." The

following is added as paragraph (n) "SELLER shall provide to BUYER immediate notice if the Government or other contractor (i) revokes its assumption of loss under any direct contracts with SELLER, or (ii) makes a determination that SELLER's property management practices are inadequate, and/or present an undue risk, or that SELLER has failed to take corrective action when required.")

The following FAR clauses apply to this Contract if checked:

☐ 52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS—PROHIBITION
☐ ALTERNATE I ☐ ALTERNATE II

☐ 52.223-23 SUSTAINABLE PRODUCTS AND SERVICES

☑ 52.224-3 PRIVACY TRAINING
☑ ALTERNATE I

☐ 52.225-1 BUY AMERICAN ACT -- SUPPLIES (Note 2 applies, from Section II, C above, to the first time "Contracting Officer" is mentioned in paragraph (c).)

☐ 52.225-3 BUY AMERICAN–FREE TRADE AGREEMENTS–ISRAEL TRADE ACT
☐ ALTERNATE I☐ ☐ ALTERNATE II☐ ☐ ALTERNATE III

☐ 52.225-5 TRADE AGREEMENTS

☐ 52.227-1 AUTHORIZATION AND CONSENT

☐ 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

☐ 52.248-1 VALUE ENGINEERING

F. FAR Certifications and Representations

SELLER acknowledges that BUYER will rely upon SELLER certifications and representations contained in this clause and in any written offer, proposal or quote, or company profile submission, which results in award of a contract to SELLER. By entering into such contract, SELLER republishes the certifications and representations submitted with its written offer, including company profile information, and oral offers/quotations made at the request of BUYER, and SELLER makes those certifications and representations set forth below. SELLER shall immediately notify BUYER of any change of status regarding any certification or representation.

1. FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

(Applicable to solicitations and contracts exceeding $200,000)

(a) Definitions. As used in this provision—

"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8).

The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. SELLER hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, SELLER shall complete and submit, with its offer, to BUYER OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. SELLER need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

2. FAR 52.209-5 Certification Regarding Responsibility Matters

(Applicable to solicitations and contracts exceeding $45,000 except solely for the sale of commercial-off-the-shelf products)

(a) SELLER certifies that, to the best of its knowledge and belief, that CONTRACTOR and/or any of its Principals, (as defined in FAR 52.209-5,) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any

Federal agency.

(b) SELLER shall provide immediate written notice to BUYER if, any time prior to award of any contract, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

G. DFARS Flowdown Clauses

☐ **If this box is checked or BUYER's contract is otherwise with or in support of a Department of Defense customer, the following Defense Federal Acquisition Regulation Supplement ("DFARS") clauses are incorporated by reference in addition to the FAR clauses in Section E:**

The following DFARS clauses apply to this Contract:

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

252.204-7000 DISCLOSURE OF INFORMATION

252.204-7015 DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY

252.225-7048 EXPORT CONTROLLED ITEMS

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES

252.225-7056 PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME

252.225-7060 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION

252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS – COMPUTER SOFTWARE

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA

252.244-7000 SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA – BASIC (applies in lieu of FAR 52.247-64)

The following DFARS clauses apply to this Contract if the value of this Contract equals or exceeds $150,000:

252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION

252.225-7061 RESTRICTION ON THE ACQUISITION OF PERSONAL PROTECTIVE EQUIPMENT AND CERTAIN OTHER ITEMS FROM NON-ALLIED FOREIGN NATIONS

The following DFARS clause applies to this Contract if the value of this Contract equals or exceeds $500,000:

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS

The following DFARS clause applies to this Contract if the value of this Contract equals or exceeds $6,000,000:

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL

The following DFARS clauses apply to this Contract to the extent indicated:

252.204-7004 ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (Applicable if Work requires routine physical access to Federally-controlled facility or military installation)

252.204-7009 LIMITATION ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (Applicable if Contract involves support for safeguarding covered defense information or cyber incident reporting)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (Applicable if Contract performance will involve 1) storing, processing, or transmitting unclassified controlled technical information or other information described in the Controlled Unclassified Information (CUI) Registry on SELLER's information systems; or 2) providing products or services deemed by the USG as critical to the support of the Armed Forces in a contingency operation; except does not apply if the Contract is solely for the sale of commercially available off-the-shelf products)

252.204-7014 LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS (Applicable if Contract involves litigation support services)

252.204-7020	NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (Applicable, except does not apply to Contracts solely for the sale of commercially available off-the-shelf products)
252.204-7021	CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENT (Applicable if Contract performance will involve storing, processing, or transmitting unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry, on SELLER's information systems, except does not apply to Contracts solely for the sale of commercially available off-the-shelf products. Refer to Contract order description for required CMMC level)
252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION (Appliacble if deliverable item(s) are subject to requirement for unique item identification)
252.223-7001	HAZARD WARNING LABELS (Applicable if Work requires delivery of hazardous materials)
252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (Applicable if Contract involves ammunition, explosives, or propellants)
252.223-7003	CHANGE IN PLACE OF PERFORMANCE – AMMUNITION AND EXPLOSIVES (Applicable if Contract involves ammunition, explosives, or propellants)
252.223-7007	SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (Applicable if Contract involves arms, ammunition, or explosives)
252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM (Applicable if Work involves delivery of items that could potentially contain hexavalent chromium)
252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (Applicable if Work involves delivery of items containing specialty metals)
252.225-7010	COMMERCIAL DERIVATIVE MILITARY ARTICLE – SPECIALTY METAL COMPLIANCE CERTIFICATE (Applicable if Work involves delivery of items containing specialty metals)
252.225-7011	RESTRICTIONS ON ACQUISITION OF SUPERCOMPUTERS (Applicable if Work involves delivery of supercomputers)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (Applicable if Work involves delivery of food, clothing, fabrics, fibers, yarns, or other made-up textiles)
252.225-7015	RESTRICTIONS ON ACQUISITION OF HAND OR MEASURING TOOLS (Applicable if Work involves delivery of hand or measuring tools)
252.225-7017	PHOTOVOLTAIC DEVICES (Applicable if Work involves delivery of photovoltaic devices)
252.225-7019	RESTRICTION ON ACQUISITION OF ANCHOR AND MOORING CHAIN (Applicable if Work involves delivery of items containing welded shipboard anchor or mooring chain four inches or less in diameter)
252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS (Applicable if Work involves delivery of items that contain forging items)
252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (Applicable if Contract involves purchase of supplies for international military training or Foreign Military Sales)
252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE (Applicable if Contract involves acquisition of carbon, alloy, or armor steel plate)
252.225-7038	RESTRICTION ON ACQUISITION OF AIR CIRCUIT BREAKERS (Applicable if Work involves delivery of air circuit breakers for naval vessels)
252.225-7040	CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE U.S. (Applicable if Contract involves supporting Armed Forces deployed outside the U.S.)
252.225-7043	ANTI-TERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE U.S. (Applicable if Contract involves performance or travel outside the U.S. In accordance with (d) of the clause, information and guidance pertaining to DoD antiterrorism/force protection can be obtained from the offices listed at DFARS PGI 225.372-1.)
252.225-7052	RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM AND TUNGSTEN (Applicable if Work involves delivery of items containing a covered material unless an exception applies in accordance with the clause)
252.228-7005	ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (Applicable if Contract involves manufacture, modification, overhaul, or repair of aircraft, missiles, space launch vehicles, or components)

252.232-7017 ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS – PROHIBITION ON FEES AND CONSIDERATION (Applicable if SELLER is a small business and BUYER receives accelerated payments under its contract)

252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES (Applicable if Contract requires interaction with detainees)

252.237-7019 TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES (Applicable if Contract requires interaction with detainees)

252.239-7000 PROTECTION AGAINST COMPROMISING EMANATIONS (Applicable if Contract involves information technology that requires protection against compromising emanations)

252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (Applicable if Contract involves information assurance functions as described in DoD 8570.01-M)

252.239-7010 CLOUD COMPUTING SERVICES (Applicable if Contract involves cloud services)

252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (Applicable if required by DFARS 252.246-7003(f))

252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEMS (Applicable if Contract includes electronic parts or assemblies containing electronic parts)

252.246-7008 SOURCES OF ELECTRONIC PARTS (Applicable if SELLER is supplying electronic parts or assemblies containing electronic parts, unless the SELLER is the original manufacturer)

252.247-7003 PASS-THROUGH OF MOTOR CARRIER FUEL SURCHARGE ADJUSTMENT TO THE COST BEARER (Applicable if SELLER is a motor carrier, broker, or freight forwarder)

The following DFARS clauses apply to this Contract if checked:

☑ 252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (If checked, Applicable in lieu of FAR 52.225-1)
☐ Alternate I

☐ 252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS

☐ 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS

☐ 252.225-7021 TRADE AGREEMENTS (If checked, applicable in lieu of FAR 52.225-5)
☐ Alternate II

☐ 252.225-7026 ACQUISITION RESTRICTED TO PRODUCTS OR SERVICES FROM AFGHANISTAN

☐ 252.225-7036 BUY AMERICAN – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM (If checked, Applicable in lieu of FAR 52.225-3)
☐ Alternate I ☐ Alternate II ☐ Alternate III ☐ Alternate IV ☐ Alternate V

☑ 252.227-7013 RIGHTS IN TECHNICAL DATA—OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (If checked, applicable to technical data pertaining to commercial products, components, or processes developed at least partially at government expense)

☑ 252.227-7015 TECHNICAL DATA – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (If checked, applicable to technical data pertaining to commercial products, components, or processes developed exclusively at private expense; Alternate I applies if Contract involves vessel design)

☐ 252.246-7004 SAFETY OF FACILITIES, INFRASTRUCTURE, AND EQUIPMENT FOR MILITARY OPERATIONS

H. GSAR Flowdown Clauses

☑ **If this box is checked or BUYER's contract is otherwise with or in support of the General Services Administration ("GSA"), the following GSA Acquisition Regulation ("GSAR") clauses are incorporated by reference in addition to the FAR clauses in Section E:**

The following GSAR clauses apply to this Contract:

552.203-71 RESTRICTION ON ADVERTISING

552.232-78 COMMERCIAL SUPPLIER AGREEMENTS – UNENFORCEABLE CLAUSES (SELLER acknowledges that any commercial supplier agreement to be passed on to the Government through BUYER shall be subject to the limitations and requirements of this clause)

The following GSAR clause applies to this Contract if the value of this Contract equals or exceeds the Simplified Acquisition Threshold:

552.215-70 EXAMINATION OF RECORDS BY GSA

The following GSAR clauses apply to this Contract to the extent indicated:

552.204-9	PERSONAL IDENTITY VERIFICATION (Applicable if Contract requires access to a GSA facility or information system)
552.223-70	HAZARDOUS SUBSTANCES (Applicable if Work requires delivery of packaged items subject to the Federal Hazardous Substances Act and the Hazardous Materials Transportation Act)
552.223-71	NONCONFORMING HAZARDOUS MATERIALS (Applicable if Work requires delivery of items that contain hazardous materials)
552.232-39	UNENFORCEABILITY of Unauthorized Obligations (Apllicable if Contract references a SELLER commercial supplier agreement)
552.223-73	PRESERVATION, PACKAGING, PACKING, MARKING, AND LABELING OF HAZARDOUS MATERIALS (HAZMAT) FOR SHIPMENTS (Applicable if Work requires delivery of packaged items containing hazardous materials)
552.237-71	QUALIFICATIONS OF EMPLOYEES (Applicble if Contract includes Building services as defined in GSAR 537.101)
552.239-71	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (Applicable if Contract meets conditions in paragraph (a) of clause)

The following GSAR clause applies to this Contract if checked:

☐ 552.237-73 RESTRICTION ON DISCLOSURE OF INFORMATION

I. HSAR Flowdown Clauses

☐ **If this box is checked or BUYER's contract is otherwise with or in support of the Department of Homeland Security ("DHS"), the following DHS Acquisition Regulation ("HSAR") clauses are incorporated by reference in addition to the FAR clauses in Section E:**

The following HSAR clauses apply to this Contract:

3052.204-71	CONTRACTOR EMPLOYEE ACCESS (Alternate I applies if Contract involves access to DHS information technology resources)
3052.205-70	ADVERTISEMENTS, PUBLICIZING AWARDS, AND RELEASES (Alternate I applies unless otherwise specified)
3052.222-70	STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK
3052.222-71	STRIKES OR PICKETING AFFECTING ACCESS TO A DHS FACILITY

The following HSAR clauses apply to this Contract to the extent indicated:

3052.203-70	INSTRUCTIONS FOR CONTRACTOR DISCLOSURES OF VIOLATIONS (Applicable if Contract exceeds $6,000,000)
3052.225-70	REQUIREMENT FOR USE OF CERTAIN DOMESTIC COMMODITIES (Applicable if Work involves delivery of clothing, fabrics, fibers, yarns, or other made-up textiles)
3052.228-70	INSURANCE (Applicable if Contract requires work on a Government installation)
3052.236-70	SPECIAL PRECAUTIONS FOR WORK AT OPERATING AIRPORTS (Appliacable if Contract includes work at an operating airport)

The following HSAR clauses apply to this Contract if checked:

☐ 3052.209-72	ORGANIZATIONAL CONFLICT OF INTEREST (In accordance with (a) of the clause, the nature of the conflict of interest and the limitation on future contracting is [insert description].
☐ 3052.217-92	INSPECTION AND MANNER OF DOING WORK (USCG)
☐ 3052.217-95	LIABILITY AND INSURANCE (USCG)
☐ 3052.217-96	TITLE (USCG)
☐ 3052.223-90	ACCIDENT AND FIRE REPORTING (USCG)
☐ 3052.228-90	NOTIFICATION OF MILLER ACT PAYMENT BOND PROTECTION (request contact information for surety from BUYER)

J. NFS Flowdown Clauses

☐ **If this box is checked or BUYER's contract is otherwise with or in support of the** National Aeronautics and Space Administration ("NASA"), the following NASA FAR Supplement ("NFS") clauses **are incorporated by reference in addition to the FAR clauses in Section E:**

The following NFS clauses apply to this Contract:

1852.203-71 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES

1852.225-70 EXPORT LICENSES

1852.227-14 RIGHTS IN DATA – GENERAL (modifies FAR 52.227-14)

1852.237-72 ACCESS TO SENSITIVE INFORMATION

1852.237-73 RELEASE OF SENSITIVE INFORMATION

1852.242-73 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING

1852.245-72 LIABILITY FOR GOVERNMENT PROPERTY FURNISHED FOR REPAIR OR OTHER SERVICES

The following NFS clause applies to this Contract if the value of this Contract equals or exceeds $100,000:

1852.244-70 GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM

The following NFS clause applies to this Contract if the value of this Contract equals or exceeds the Simplified Acquisition Threshold:

1852.223-70 SAFETY AND HEALTH MEASURES AND MISHAP REPORTING (IF SUBCONTRACTOR INCLUDES WORK AT GOVERNMENT FACILITIES)

The following NFS clauses apply to this Contract to the extent indicated:

1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING (Applicable if Contract includes any printing, duplicating, or copying in excess of the limits in paragraph (c))

1852.223-71 AUTHORIZATION FOR RADIO FREQUENCY USE (Applicable if Contract involves developing, producing, constructing, testing, or operating a device requiring radio frequency authorization)

1852.227-19 COMMERCIAL COMPUTER SOFTWARE – RESTRICTED RIGHTS (Applicable only if existing computer software developed exclusively at private expense is to be delivered under this Contract)

1852.227-86 COMMERCIAL COMPUTER SOFTWARE LICENSE (Replaces 52.227-19 and 1852.227-19 for commercial computer developed exclusively at private expense if the parties have agreed to incorporate SELLER's standard commercial license into the Contract)

1852.227-88 GOVERNMENT-FURNISHED COMPUTER SOFTWARE AND RELATED TECHNICAL DATA (Appliacable if SELLER has access to "Government-furnished computer software" or related technical data as defined in the clause)

1852.228-76 CROSS-WAIVER OF LIABILITY FOR INTERNATIONAL SPACE STATION ACTIVITIES (Appliacable if Contract supports "Protected Space Operations," as defined in the clause, relating to the International Space Station)

1852.228-78 CROSS-WAIVER OF LIABILITY FOR SCIENCE OR SPACE EXPLORATION ACTIVITIES UNRELATED TO THE INTERNATIONAL SPACE STATION (Applicable if Contract supports "Protected Space Operations" as defined in the clause)

1852.242-71 TRAVEL OUTSIDE OF THE U.S. (Appliacble if Contract requires travel outside the U.S. that will be charged directly to the Contract)

1852.242-72 DENIED ACCESS TO NASA FACILITIES (Appliacable if Contract involves access to NASA facilities)

1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (Applicable if SELLER will possess NASA property; delete paragraph (b); reports shall be submitted to BUYER)

1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (Appliacable if Contract requires delivery of equipment)

1852.246-73 HUMAN SPACE FLIGHT ITEM (Appliacable if Contract involves hardware or equipment for human space flight)

1852.247-71 PROTECTION OF THE FLORIDA MANATEE (Appliacable if Work is perfomed within the Kennedy Space Center waterways)

The following NFS clause applies to this Contract if checked:

☐ 1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION

K. HHSAR Flowdown Clauses

☐ **If this box is checked or BUYER's contract is otherwise with or in support of the Department of Health and Human Services ("DHHS"), the following DHHS Acquisition Regulation ("HHSAR") clauses are incorporated by reference in addition to the FAR clauses in Section E:**

The following HHSAR clauses apply to this Contract:

352.222-70 CONTRACTOR COOPERATION IN EQUAL EMPLOYMENT OPPORTUNITY INVESTIGATIONS

352.226-1 INDIAN PREFERENCE

352.226-2 INDIAN PREFERENCE PROGRAM

The following HHSAR clauses apply to this Contract to the extent indicated:

352.223-70 SAFETY AND HEALTH (Applicable if Work involves toxic substances, hazardous materials, or hazardous operations)

352.226-6 INDIAN ECONOMIC ENTERPRISE SUBCONTRACTING LIMITATIONS (Applicable if Contract is for services or construction)

352.227-70 PUBLICATIONS AND PUBLICITY (Applicable if SELLER may propose to publish the results of its Work under the Contract)

352.231-70 SALARY RATE LIMITATION (Applicable to labor-hour, T&M, and fixed-price-level-of-effort Contracts)

352.237-70 PRO-CHILDREN ACT (Applicable if Work involves education, health or day care, or library services to individuals under age 18)

352.237-71 CRIME CONTROL ACT - REPORTING OF CHILD ABUSE (Applicable if Work is performed in a Federal facility and involves care to individuals under age 18 performed by teachers, social workers, physicians, nurses, dentists, health care practitioners, optometrists, psychologists, emergency medical technicians, alcohol or drug treatment personnel, child care workers and administrators, emergency medical technicians, ambulance drivers)

352.237-72 CRIME CONTROL ACT - REQUIREMENT FOR BACKGROUND CHECKS (Applicable if Work is performed in a Federal facility and involves care to individuals under age 18 including social services, education, health and mental health care, day care, rehabilitation)

352.237-74 NON-DISCRIMINATION IN SERVICE DELIVERY (Applicable if Work involves services deliverd directly to the public)

L. DEAR Flowdown Clauses

☐ **If this box is checked or BUYER's contract is otherwise with or in support of the Department of Energy ("DOE"), the following Department of Energy Acquisition Regulation ("DEAR") clauses are incorporated by reference in addition to the FAR clauses in Section E:**

The following DEAR clauses apply to this Contract:

952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES

The following DEAR clauses apply to this Contract to the extent indicated:

952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS (Applicable for Contracts which may involve making unclassified information about nuclear technology available to sensitive foreign nations)

952.204-77 COMPUTER SECURITY (Applicable if Contract may provide access to computers owned, leased or operated on behalf of the DOE)

952.208-70 PRINTING (Applicable to any Contract involving printing/ duplicating/ copying)

952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (Applicable to Contracts exceeding the simplified acquisition threshold and involving performance of "advisory and assistance services" as that term is defined at 48 CFR 2.101)

952.223-78 SUSTAINABLE ACQUISITION PROGRAM (Applicable to Contracts exceeding the simplified acquisition threshold that support operation of the DOE facility and offer significant opportunities for designating energy efficient or environmentally sustainable products or services in the materials selection process)

952.227-9 REFUND OF ROYALTIES (Applicable if any royalties are included in the Contract price and exceed $250)

952.237-70 COLLECTIVE BARGAINING AGREEMENTS - PROTECTIVE SERVICES (Applicable if Work involves protective services)

The following DEAR clause applies to this Contract if checked:

☐ 952.204-2 SECURITY REQUIREMENTS

☐ 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT

M. EPAAR Flowdown Clauses

☐ **If this box is checked or BUYER's contract is otherwise with or in support of the Environmental Protection Agency ("EPA"), the following EPA Acquisition Regulation ("EPAAR") clauses are incorporated by reference in addition to the FAR clauses in Section E:**

The following EPAAR clauses apply to this Contract to the extent indicated:

1552.203-72 SCIENTIFIC INTEGRITY (Applicable if Work involves scientific activities or scientific information. Examples include computer modeling, economic analysis, field sampling, laboratory experimentation, statistical analysis.)

1552.208-70 PRINTING (Applicable to any Contract involving printing/ duplicating/ copying)

1552.245-70 GOVERNMENT PROPERTY (Applicable if Contract involves access to Government Property)

The following EPAAR clauses apply to Contracts for services other than for labor that is only manual or physical in nature. If the Contract is performed as part of a Superfund project, the clauses do not apply to well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services:

1552.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST

1552.209-72 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION

1552.209-73 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL

1552.227-76 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT

1552.209-74 LIMITATION OF FUTURE CONTRACTING

☐ Alternate I ☐ Alternate II ☐ Alternate III ☐ Alternate IV ☐ Alternate V ☐ Alternate VI

The following EPAAR clauses apply to this Contracts for services that require the furnishing of confidential business information to SELLER:

1552.235-71 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION

1552.235-77 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION

1552.235-78 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION

1552.235-79 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION