



**SIERRA NEVADA CORPORATION TERMS AND CONDITIONS-
COMMERCIAL ITEMS-GOVERNMENT CONTRACT**

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1. ORDER ACCEPTANCE

This Order shall be deemed to have been accepted by any of the following: (i) Seller's acknowledgement of the Order; (ii) Seller's commencement of performance of Work under the Order; (iii) timely delivery of the products identified herein to the shipping address specified on the face of the Order; or (iv) acceptance of payment by Seller. Buyer objects to, and is not bound by, any terms and conditions stated in Seller's acceptance unless accepted in writing by Buyer.

2. DEFINITIONS

- (a) "Buyer" means Sierra Nevada Corporation ("SNC"), its divisions or subsidiaries, as represented by an authorized representative. The only authorized representatives for this Purchase Order are as specified in the Purchase Order.
- (b) "FAR" means the Federal Acquisition Regulation, Chapter 1 of Title 48 of the Code of Federal Regulations.
- (c) "Government" means the United States Government or its authorized representatives.
- (d) "Prime Contract" means the contract, if any between Buyer and Government or the contract between Buyer and a higher tier seller.
- (e) "Product" means those services, goods, supplies, materials, articles, items, parts, components or assemblies described in this Order.
- (f) "Order" means this purchase order or subcontract, or modification thereof, incorporating by reference these conditions and instructions and all applicable data incorporated by reference therein
- (g) "Seller" means the party with whom Buyer is contracting.
- (h) "Terms and Conditions" means this document.
- (i) "Work" means all required articles, materials, supplies, goods and services constituting the subject matter of this Order and ordered by this Order.

3. INSPECTION/ACCEPTANCE

Seller shall only tender for acceptance those items that conform to the requirements of this Order. Buyer reserves the right to inspect or test any supplies or services that have been tendered for acceptance. Buyer may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. Buyer must exercise its post-acceptance rights:

- (a) Within a reasonable time after the defect was discovered or should have been discovered; and
- (b) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

4. ASSIGNMENT

Neither this Order, nor any interest herein, nor any claim hereunder may be assigned or delegated by Seller, nor may Seller further subcontract all or substantially all of this Order 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 hereof. Seller or its assignee may assign its rights to receive payment due as a

result of performance of this Order to a bank, trust company, or other financing institution.

5. CHANGES

Changes in the terms and conditions of this Order may be made only by written agreement of the parties.

6. RESERVED

7. FORCE MAJEURE

Neither party shall be liable for damages for delay in delivery arising out of causes beyond its 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 the delay is caused by the delay of a subcontractor of Seller and if such delay arises out of causes beyond the reasonable control of both Seller and the subcontractor, and without fault or negligence of either of them, Seller shall not be liable to Buyer in damages unless the articles or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Seller to meet the required delivery schedule. Seller will notify Buyer in writing within ten (10) calendar days after the beginning of any such cause.

8. INVOICE AND PAYMENT

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. No separate or additional charges for these items will be accepted.

Unless otherwise authorized by Buyer, Seller shall not issue an invoice prior to the actual delivery date of products. 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. 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 corrected invoice. The cash discount period to Buyer, if any, will date from the later of (1) the receipt of a compliant invoice (not from date of the invoice) (2) the actual date of acceptance of the Products, or, (3) the delivery date specified in the Order. Payment of invoices will be made in accordance with the terms of the Order. Unless freight and other charges are itemized, any discount shall be taken on the full amount of the invoice. 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 Order.

All payments are contingent on acceptance of the goods or services by Buyer. Seller shall issue separate invoices for each shipment showing the amount of material shipped. The Subcontract or Purchase Order number shall appear on all invoices, packages, crates or boxes, bills of lading, express receipts, correspondence and other instruments used in connection with the Order. Invoices shall be emailed to Buyer



at sncaccountspayable@sncorp.com within ten days after shipment. All containers, drums, carboys, etc., to be returned shall be shipped on a no charge or consignment basis unless otherwise specified in the Order. Buyer shall pay for only such containers that it does not return within a reasonable time. Payment shall not constitute acceptance of the products.

Payment shall be deemed to have been made on the date Buyer's check is mailed or payment is otherwise tendered. Seller shall promptly repay Buyer any amounts paid in excess of amount due Seller.

Invoices that do not agree with prices or other terms of the Order will be returned to Seller for corrections. Payment schedule shall commence upon receipt of the corrected invoice by Buyer.

9. RESERVED.

10. PATENT, TRADEMARK, AND COPYRIGHT INDEMNITY

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 attorneys' fee 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 products by either Buyer or its customer delivered under the Order. Buyer and/or its customer will duly 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 indemnities, obtain such licenses as are necessary to remove such infringement, or replace the infringing Product.

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 a deliverable or otherwise necessary to the performance of the Order. If Seller is unable to obtain such a license, Seller shall, at its own expense, modify performance of this Order to eliminate the need for the infringing intellectual property. If Seller becomes responsible for modifying performance under this provision, Seller shall first propose an alternate method of performance that is at least as beneficial to Buyer and Buyer's customers as the method of performance originally contemplated in the Order. Such a

Seller proposal shall be first approved by Buyer, prior to Seller commencing its effort to modify performance.

11. F.O.B., TITLE AND RISK OF LOSS (applies only to goods provided under the Order)

Unless otherwise specified, F.O.B. shall be Buyer's facility. Title to any goods covered by the Order shall pass to Buyer upon final inspection and acceptance, regardless of when or where Buyer takes physical possession.

Risk of loss or damage to articles shall remain with Seller until:

- (a) Delivery of the goods to an authorized carrier, if delivery is F.O.B. Origin; or
- (b) Final acceptance by Buyer or receipt of goods by Buyer at the destination specified in the Order, whichever is later, if transportation is F.O.B. Destination.

Notwithstanding the above, the risk of loss or damage to goods that fail to conform to the Order so as to give rise to a right of rejection shall remain with Seller until cure or final acceptance.

12. RESERVED

13. TERMINATION FOR CONVENIENCE

Buyer reserves the right to terminate this Order, or any part hereof, for its sole convenience. Upon notice from Buyer of such termination, Seller shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this Order, Seller shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges Seller can demonstrate to the satisfaction of Buyer using its standard record keeping system, have resulted from the termination. 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.

14. TERMINATION FOR CAUSE

Buyer may terminate this Order, or any part hereof, for cause in the event of any default by Seller, or if Seller fails to comply with any contract terms and conditions, or fails to provide Buyer, within ten (10) calendar days of request, with adequate assurances of future performance. In the event of termination for cause, Buyer shall not be liable to Seller for any amount for supplies or services not accepted, and Seller shall be liable to Buyer for any and all rights and remedies provided by law. Seller shall continue to perform all work not terminated. If it is determined that Buyer improperly terminated this Order for default, such termination shall be deemed a termination for convenience.

15. WARRANTY

Seller warrants all Products to be free from defect in design, materials, and workmanship and to conform strictly to the specifications, drawings or samples specified or furnished; to



be new and of the most suitable grade of their respective kinds; to be suitable for the purpose intended; and to meet all of the performance requirements. 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. All warranties shall run to Buyer, its successors, assigned customers, and the users of the Products. Seller agrees to replace or to correct promptly without expense to Buyer, including transportation and handling costs, any Products not conforming to the foregoing requirements when notified by Buyer during a period of twelve (12) months after the Product is placed in service or within twenty-four (24) months of when the Product is delivered to Buyer, whichever is earlier. If Seller, upon notice of any defect, fails promptly to correct or replace Products as required herein, Buyer may, without further notice, correct or replace such Products and Seller agrees to reimburse Buyer for all costs incurred thereby. Products that have been rejected shall not thereafter be tendered for acceptance unless the former rejection and correction is identified and approved by Buyer. Repaired or replacement Products shall be subject to the provisions of this article to the same extent as the original supplies. All warranties shall then run from the latter delivery date. Seller shall obtain from its suppliers, subcontractors, and vendors sufficient warranties to ensure that the entire Product, as delivered to Buyer, is covered by a warranty that complies with the terms of this Order. Seller warrants that to the best of its knowledge, information, and belief, the prices charged for supplies/services covered by the Order are not in excess of the prices permitted by any applicable law or regulation.

16. RESERVED

17. COMPLIANCE WITH LAWS

Seller warrants that it shall comply with all Federal, State, local, and international laws, including, but not limited to, any statute, rule, regulation, judgment, decree, order or permit requirement applicable to its performance under the Order, including those pertaining to United States Export Controls.

Buyer may make a reduction of corresponding amounts (in whole or in part) in the price of the Order with Seller, and/or may demand from Seller payment (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; 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. Seller shall promptly pay amounts so demanded.

18. ORDER OF PRECEDENCE

Any inconsistencies in this solicitation or Order shall be resolved by giving precedence in the following order:

- (a) The Order
- (b) These Terms and Conditions
- (c) The Order Schedule
- (d) Addenda to this Order, including any license agreements for computer software
- (e) The Statement of Work
- (f) The Buyer's Specification/Drawing
- (g) Any documents incorporated herein by reference.

19. RIGHTS IN INTELLECTUAL PROPERTY

Unless prohibited by law and / or U.S. Government prime contract provisions, 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 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 are hereby assigned to Buyer.

In instances where the above allocation of rights is prohibited by law or U.S. Government prime contract term, 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.

Seller further warrants that it will obtain from all employees, vendors, and/or subcontractors such the rights and title necessary to comply with the requirements of this section., on Buyer's behalf, from all employees or subcontractors 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 Products delivered under the Subcontract unless Seller: (1) arranges for and provides to Buyer and Buyer's customers at any tier 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 (2) receives prior approval from Buyer to incorporate such data or intellectual property.

Seller recognizes that this Subcontract is issued under a Government Prime Contract. Accordingly, the Government is entitled to certain intellectual property rights associated with Subcontract Work. 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 provides the Government with all intellectual property rights, including license rights, required by the FAR and DFARS.

Buyer-Provided Intellectual Property: Any intellectual property, technical data, or other information owned by or provided by Buyer to Seller under this Agreement 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 non-disclosure agreement or Agreement provision concerning proprietary information. If there is no non-disclosure agreement or Agreement provision concerning proprietary information, Seller shall receive a limited, nonexclusive, revocable, non-transferrable, nonsublicensable license to this Buyer-provided or Buyer-owned intellectual property, technical data, and other information only for the period of performance of this Agreement and only permitting the intellectual property, technical data, and other information to be used to perform this Agreement.

Buyer Name, Trademarks, and Images: Nothing in this Agreement permits Seller to use publically or with any third parties SNC's name, trademarks or Buyer-owned images. Seller can only receive the right to use such names, trademarks, or images through a separate agreement with SNC. If Seller receives such a right to use SNC names, trademarks, or images, such use must be consistent with SNC's usage guidelines, which will be provided if and when Seller is permitted to use Buyer names, trademarks, or images.

20. NEW MATERIALS

Unless expressly authorized in writing, all work to be delivered hereunder shall consist of new materials. New materials are composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; *provided* that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

21. COUNTERFEIT AND SUSPECT PARTS

Unless approved in writing by the 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.

Seller will not provide any Products that contain 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 Order are counterfeit. If suspect or counterfeit parts are discovered in Products furnished by Seller under this Order, Seller shall promptly replace such parts with parts acceptable to Buyer. Seller is liable for any costs associated with the removal and replacement of any suspect or counterfeit parts it provides under the Order.

Seller will comply with DFARS 252.246-7007, "Contractor Counterfeit Electronic Part Detection and Avoidance System," which is included in the flowdown provisions of this Order and, therefore, expressly incorporated herein, if (1) this Order is in support of a prime contract with the Department of Defense or any subcomponent thereof; and (2) this Order 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 the Government customer, unless Seller is required by law to make reports directly to Buyer's Government customer or other Government agencies.

22. PACKING AND SHIPPING (*applies only to goods*)

- (a) Unless otherwise agreed to in writing, Seller shall pack all Products required under the Order in accordance with best available commercial practices and in compliance with transportation regulations, to ensure safe and timely delivery to destination.
- (b) Seller shall provide the item description, item number, and the serial number of the Product on the Packing List.
- (c) All Products shall be prepared for shipment and suitably packed to prevent damage or deterioration. Seller is solely liable for packaging design.
- (d) Seller shall ship all Products to the destination specified by Buyer in the Order.
- (e) Each shipment must include a complete packing list.
- (f) Interior and exterior containers, Bills of Lading, packing sheets, and all other shipping documents and labels shall be marked with the Purchase Order or Subcontract number.



- (g) All shipping documents, shipping labels and packing sheets must also show full and complete information as to the appropriate consignee, if any.
- (h) Buyer reserves the right to specify the mode of shipment.
- (i) Any expense incurred by Buyer as a result of improper preservation, packaging, packing, marking or method of shipping shall be reimbursed by Seller. Associated Seller costs shall not be recoverable under this Order.
- (j) 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.
- (k) Unless otherwise specified, Seller shall make one daily shipment of all Products by the same means of transportation.
- (l) Seller will notify Buyer, before shipping, of any conflict between Buyer and carrier is packaging requirements.

23. CHOICE OF LAW

The Order shall be governed by, construed, and enforced in accordance with the law of the State of Nevada, excluding choice of law rules. Notwithstanding the above, any provision in the Order that is (i) incorporated in full text or by reference from the FAR or (ii) incorporated in full text or by reference from any agency regulations that implement or supplement the FAR or (iii) that is 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. .

24. DISPUTES/ARBITRATION

The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Order, or any alleged breach of this Order, by mediation. If the matter has not been resolved pursuant to mediation, or if either party will not participate in a mediation, such controversy or claim shall be resolved by means of binding arbitration before a single neutral arbitrator in accordance with the then existing Commercial Arbitration Rules of the American Arbitration Association, including the Optional Rules for Emergency Measures of Protection. The parties shall mutually agree upon the individual who shall act as arbitrator. If the parties are unable to agree upon a neutral arbitrator, a list of potential arbitrators (no more than 10) shall be obtained by Buyer from the American Arbitration Association. The parties, starting with Buyer, will alternately strike names from the list until only one-name remains; the remaining person shall be the arbitrator.

No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitation. The arbitration shall be held in Washoe County, Nevada or any other place agreed upon at the time by the parties. The arbitrator shall issue a reasoned award. Judgment upon the arbitrator's award may be entered in any court

having jurisdiction. The arbitrator is not authorized to award punitive or other damages not measured by the prevailing party's actual damages. An award of damages shall include pre-award interest at the legal rate of interest from the time of the act or acts giving rise to the award.

A party may apply to the arbitrator for injunctive relief until an arbitration award is rendered or the dispute is otherwise resolved. A party also may, without waiving any other remedy, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party pending the arbitrator's appointment or decision on the merits of the dispute. The arbitrator's compensation and costs shall be shared equally by the parties.

The arbitrator shall require exchange by the parties of (i) the name and, if known, address and telephone number of each person likely to have knowledge of relevant information, identifying the subjects of the information, and (ii) non-privileged documents, including those in electronic form, that are relevant to the issues raised by any claim, defense or counterclaim or on which the producing party may rely in support of or in opposition to any claim, defense or counterclaim. The arbitrator shall limit such production based on considerations of unreasonable expense, duplication and undue burden. These discovery exchanges shall occur no later than a specified date within 60 days following the appointment of the arbitrator. At the request of a party, the arbitrator may at his or her discretion order the deposition of witnesses. Depositions shall be limited to a maximum of three depositions per party, each of a maximum of four hours duration, unless the arbitrator otherwise determines. The arbitrator may allow such other discovery as he or she determines is reasonably necessary for a fair determination of the dispute. Any dispute or objections regarding discovery or the relevance of evidence shall be determined by the arbitrator. All discovery shall be completed within 120 days following the appointment of the arbitrator, unless the arbitrator otherwise determines.

The prevailing party in any such arbitration shall be entitled to recover its reasonable attorney fees and costs incurred in such proceeding from the non-prevailing party.

Until final resolution of any dispute hereunder, Seller shall diligently proceed with performance of the Order as directed by Buyer.

25. RESERVED

26. QUALITY CONTROL SYSTEM *(applies only to goods)*

Seller shall maintain a reasonable quality control system that is consistent with industry practice. Seller shall have a continuing obligation to promptly notify Buyer of any violation of or



deviation from Seller's inspection/quality control system and to advise Buyer of the quantity and specific identity of any Products or Work delivered by Buyer during the period of any such violation or deviation. Seller shall maintain records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to Buyer and Government during Seller's performance under the Order and for as long afterwards as Buyer requires.

27. 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.

28. PARTIAL INVALIDITY

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

29. NON-WAIVER

Any failure at any time of a party to enforce any provision of the Order 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 or drawings or a waiver of a default provision.

30. SURVIVABILITY

If this Order is terminated for default or convenience, Seller is not relieved of those obligations of the following clauses:

PROPRIETARY INFORMATION
PATENT, TRADEMARK & COPYRIGHT INDEMNITY
WARRANTY
DISPUTES/ARBITRATION
TERMINATION FOR CONVENIENCE
TERMINATION FOR CAUSE
INDEPENDENT CONTRACTOR RELATIONSHIP
COUNTERFEIT OR SUSPECT PARTS
COMPLIANCE WITH LAWS
CHOICE OF LAW
INDEMNIFICATION AND REIMBURSEMENT
RIGHTS & REMEDIES

and those U.S. Government flowdown provisions that by their nature should survive.

31. DELIVERY

Time is of the essence. Delivery shall be strictly in accordance with the specified quantities and schedule. In the event of any anticipated or actual delay, 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. If, for any reason, Seller does not comply with Buyer's delivery schedule, Buyer may, at its option and without limitation of any other remedies available in law and equity, approve a revised delivery schedule, hold the seller in default, and/or cancel the Order. Seller shall make every effort to avoid or minimize the delay to the maximum extent possible including the expenditure of premium time and most expeditious transportation. If Seller is late, Seller shall pay the added premium transportation cost. Seller shall not deliver Products prior to the scheduled delivery date without the prior written consent of Buyer.

32. CUSTOMER COMMUNICATION, NEWS AND PUBLIC STATEMENTS OR RELEASES

Buyer shall be solely responsible for all communication with Buyer's customer, including the U.S. Government, as it affects the applicable Prime Contract, and the Order. This section shall not restrict any Seller communications that, by law or regulation, must go directly to the U.S. Government (i.e., that cannot by law or regulation be accomplished by communicating with the U.S. Government through the Buyer).

Seller shall not make, deny or confirm any public statements, news releases, advertisement, media interviews or public announcements (collectively, "Public Release") concerning the Order, the subject matter of the Order or any phase of the program hereunder 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 fifteen (15) business 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.

33. CONTRACTUAL DIRECTION

Sole authority to make changes in or amendments to the Order and to effect deviations (by way of addition or deletion) from the work specified herein is hereby granted to Buyer's Authorized Representative identified in the Order. All contractual direction, in order to be valid, must be written and signed by Buyer's Authorized Representative.

34. ELECTRONIC SIGNATURE

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



35. EXPORT CONTROL

Seller agrees to comply with all applicable U.S. export control laws and regulations, including, but not limited to, the Arms Export Control Act, 22 U.S.C. §§ 2751-2799, the International Traffic in Arms Regulation (ITAR), 22 C.F.R. §§ 120-130, the Export Administration Act, 50 U.S.C. §§ 2401-2420, and the Export Administration Regulations (EAR), 15 C.F.R. §§ 730-744. In addition, Seller agrees that it will not transfer any export-controlled items, data, or services, to include the transfer to a foreign person employed by or associated with Seller or Seller's lower-tier suppliers, without the authority of an export license, agreement, or applicable exemption/exception. Seller agrees to notify the Buyer's Authorized Representative if any Product under this Order is restricted under export control laws or regulations, if Seller becomes listed on any restricted party list including, but not limited to, the Denied Persons List, Unverified List, Entity List, Specially Designated Nationals List and Debarred List, or if Seller has any export privileges denied, suspended, or revoked by the government. Seller shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expenses, including attorneys' fees, all expenses of litigation and/or settlement, and court costs, arising from any violation of the above laws and regulations, or breach by Seller, its officers, employees, agents, suppliers, or subcontractors at any tier, of the obligations under this clause.

36. BUYER PROPERTY

Seller shall clearly mark, maintain an inventory of and keep segregated or identifiable all Buyer property and all property to which Buyer acquires an interest by virtue of the Order. Except for ordinary wear and tear, Seller assumes all risk of loss, destruction, or damage to such property while in Seller's possession, custody, or control, and will not use such property other than in performance of the Order without Buyer's written consent. Upon request, Seller shall provide Buyer with adequate proof of insurance against such risk of loss. Seller will notify Buyer if Buyer property is lost, damaged, or destroyed. As directed by Buyer, upon completion, termination, or cancellation of the Order, Seller shall deliver such property, to the extent not incorporated in delivered products, to Buyer in good condition subject to ordinary wear and tear and normal manufacturing losses. Nothing in this article limits Seller's use, in its direct contracts with the Government, of property in which the Government maintains title. At the request of Buyer, Seller shall execute any documents, including but not limited to financial statements, required by Buyer to protect its interest in this property. Seller agrees that all dies, tools, jigs, fixtures, designs, drawings, patterns and other special items, which are furnished by Buyer without charge, shall be the Property of Buyer.

37. 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 Order 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.

38. GRATUITIES/KICKBACKS

Seller warrants and certifies that neither it nor any of its employees, agents or representatives has offered or given any gratuities of any kind, nature or amount, to Buyer's employees, agents or representatives for the purposes of securing the Order or securing favorable treatment with respect thereto. By accepting the Order, Seller certifies and represents that it has not and will not make or solicit kickbacks in violation of FAR 52.203-7. "Anti-Kickback Procedures", or the Anti-Kickback Act of 1986 (41 U.S.C. §§ 51-58), both of which are incorporated herein by reference.

39. INDEPENDENT CONTRACTOR RELATIONSHIP

Seller is an independent contractor in all its operations and activities hereunder. Seller shall be responsible for any costs or expenses including attorney's 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 subcontractors at any tier, in the performance of any of its obligations under this Order.

40. PROPRIETARY INFORMATION

In the event Buyer and Seller have entered into a Non-Disclosure (Proprietary Information) Agreement (NDA/PIA) for the Program that the Subcontract has been issued against and that NDA/PIA remains in effect, the NDA/PIA shall govern the treatment of proprietary information. If no NDA has been executed or if an NDA has expired, the following terms shall govern proprietary information exchanged between the parties. Buyer and Seller anticipate that under the Subcontract it may be necessary for either to disclose to the other 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 shall be marked as proprietary prior to disclosure.

Each of the parties agrees to use the same reasonable 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 information shall be restricted to those individuals who have a need to know and are directly participating in Subcontract efforts.

Neither party shall make any reproduction, disclosure, or use of such proprietary information except as follows:

- (a) Such information furnished by Buyer may be used by Seller in performing its obligations under the Order.
- (b) Such information furnished by Seller may be used by Buyer in performing its obligations under the Order and in



performing its obligations under Buyer's Prime Contract. Buyer's use of Seller's information to perform Buyer's obligations under Buyer's Prime Contract expressly includes delivering information furnished by Seller to Buyer's customers. Under such circumstances, Buyer will affix appropriate restrictive legends to the extent that Seller specifically requests and that such legends are permitted by the Prime Contractor's requirements.

- (c) Such information may also be used in accordance with any written authorization received from the disclosing party.

The limitations on 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:

- (a) If, prior to the receipt thereof under the Order, the information has been developed independently by the party receiving it, or was lawfully known to the party receiving it, or has been lawfully received from other sources, including the Government (provided such other source did not receive it due to a breach of this clause) or was in the public domain prior to disclosure hereunder.
- (b) If, subsequent to receipt thereof under the Order, (i) the information is published by the party furnishing it or is disclosed by the party furnishing it to others without restriction; or (ii) it has been lawfully obtained by the party receiving it from other sources, including the Government, provided such other source did not receive it due to a breach of this clause; or (iii) if such information otherwise comes within the public knowledge or becomes generally known to the public.
- (c) If any part of the proprietary information has been or hereafter shall be disclosed in a United States patent issued to the 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.
- (d) If the proprietary information is furnished orally, unless such proprietary information was identified as proprietary at the time of disclosure, reduced to writing, and marked proprietary within fifteen (15) days of original disclosure and such writing is forwarded to the receiving party and actually received within fifteen (15) days of original disclosure.
- (e) 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 other party.
- (f) If such proprietary information is disclosed with the written approval of the originating party.

The furnishing of any proprietary information by either party shall not be construed as granting to the other 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 party furnishing same. The foregoing shall not impact any license or ownership right in information identified and set forth elsewhere in this document.

Seller shall, upon Buyer's request or upon completion of this Subcontract, whichever occurs first, promptly at its option: (1) destroy all proprietary information furnished in connection with the Subcontract and certify such destruction; or (2) return all proprietary information furnished in connection with the Subcontract, together with all copies or reprints then in Seller's possession and control, and Seller shall thereafter make no further use of nor disclose to others any such data or documents or any information derived therefrom without Buyer's prior written consent.

41. 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 Order, and such other insurance as Buyer may require. Seller shall provide Buyer thirty-(30) calendar day's written notice before the effective date of any cancellation or change in the terms 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 Order. 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.

42. SITE REQUIREMENTS

In the event that Seller, its employees, agents, or subcontractors enter Buyer's, its customer's, and/or the Government's premises for any reason in connection with the Order, Seller shall comply with all applicable security requirements.

43. RIGHTS AND REMEDIES

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

44. REPORTING OF CYBER INCIDENTS

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



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,

- a) 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; and
- b) Rapidly report cyber incidents (within 72 hours of discover) to DoD at <http://dibnet.dod.mil>, and
- c) Send a copy of the incident report to SNC Procurement Compliance at ProcureCompliance@sncorp.com
- d) Include the incident report number (automatically assigned by DoD) and as much of the following information to SNC as soon as practicable.
 - 1. Company name
 - 2. Company point of contact information (address, position, telephone, email)
 - 3. Data Universal Numbering System (DUNS) Number
 - 4. Contract number(s) or other type of agreement affected or potentially affected
 - 5. Contracting Officer or other type of agreement point of contact (address, position, telephone, email)
 - 6. USG Program Manager point of contact (address, position, telephone, email)
 - 7. Contract or other type of agreement clearance level (Unclassified, Confidential, Secret, Top Secret, Not applicable)
 - 8. Facility CAGE code
 - 9. Facility Clearance Level (Unclassified, Confidential, Secret, Top Secret, Not applicable)
 - 10. Impact to Covered Defense Information
 - 11. Ability to provide operationally critical support
 - 12. Date incident discovered
 - 13. Location(s) of compromise
 - 14. Incident location CAGE code
 - 15. DoD programs, platforms or systems involved
 - 16. Type of compromise (unauthorized access, unauthorized release (includes inadvertent release), unknown, not applicable)
 - 17. Description of technique or method used in cyber incident
- e) In accordance with best practice, contain and isolate impacted resources (hardware and/or software)
- f) 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 Corporation's network architecture.
- g) Keep SNC abreast of the overall status of the incident, such as response and resolution initiatives.
- h) Advise SNC when remediation and/or mitigation for the incident is completed.

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)*.

45. ENTIRE AGREEMENT

The terms set forth within the Order 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 Order, and no communications, which vary from or add to any terms of the Order will be binding unless in writing and signed by an authorized representative of Buyer.

46. 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 41 C.F.R. §§ 60-1.4(a), 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 prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.



47. FAR AND DFARS CLAUSES

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 Order. The DFARS clauses below are applicable only to contracts entered into under United States Department of Defense contracts. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract, the date or 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 Order.

Where necessary in the context of these clauses applicable to this Order, the words "Government", "Contracting Officer", and equivalent phrases shall mean Buyer, the words "Contractor" shall mean Seller, and the term "Contract" shall mean this Order 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 Order.

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 Order 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 Order results in an increase or decrease in the price, or the time required for, performance of any part of the Work under the Order, an equitable adjustment shall be made pursuant to the "Changes" clause of the Order.

(a) FAR/DFARS FLOWDOWN CLAUSES

The FAR and DFARS clauses referenced below shall be those in effect as of the date of this Order.

THE FOLLOWING FAR CLAUSES APPLY TO THIS ORDER:

52.203-3 GRATUITIES

52.203-7 ANTI-KICKBACK PROCEDURES

52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 *(Applies to this Order if funded in whole or in part by the American Recovery and Reinvestment Act of 2009)*

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS

52.204-2 SECURITY REQUIREMENTS *(Applies if work requires access to classified material. References to Changes clause are inapplicable)*

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL *(Applies if work requires routine access to federally-controlled facility or routine access to a federally-controlled information system)*

52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS

52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS *(Applicable if Federal contract information resides in or transits through an information system)*

52.204-23-Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)

(a) Definitions. As used in this clause--

Covered article means any hardware, software, or service that--

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

Covered entity means--

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) Prohibition. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from--

- (1) Providing any covered article that the Government will use on or after October 1, 2018; and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) Reporting requirement.

- (1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil/> [and to ProcureCompliance@sncorp.com]. For indefinite

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delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil/> [and to ProcureCompliance@sncorp.com].

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

- (i) Within 1 business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

52.204-24 REPRESENTATIONS REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS

52.211-5 MATERIAL REQUIREMENTS *(Applicable if materials are delivered)*

52.222-21 PROHIBITION OF SEGREGATED FACILITIES

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

52.222-25 AFFIRMATIVE ACTION COMPLIANCE

52.222-26 EQUAL OPPORTUNITY (E.O. 11246)

52.222-41 SERVICE CONTRACT LABOR STANDARDS *(Applies if the subcontracts exceed \$2,500 and, as their principal purpose, furnish services in the United States through service employees)*

52.222-50 COMBATING TRAFFICKING IN PERSONS (22 U.S.C. 7104(g))

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION

52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 *(Applies if the subcontracts include FAR 52.222-6 or FAR 52.222-41 and work is to be performed, in whole or in part, in the United States)*

52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 *(Applies if the subcontracts include FAR 52.222-6 or FAR 52.222-41 and work is to be performed, in whole or in part, in the United States)*

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA *(Applies if work involves or contains hazardous material)*

52.223-7 NOTICE OF RADIOACTIVE MATERIALS *(Applies if work contains covered radioactive material. Insert "30" in the blank in section (a))*

52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS *(Applies if work was manufactured with or contains Ozone Depleting Substances)*

52.224-3 PRIVACY TRAINING *(Applies if employees access or operate a system of records or personally identifiable information)*

52.225-1 BUY AMERICAN ACT—SUPPLIES *(Applicable to the Purchase Order if the clause applies to the prime contract unless specifically exempted by Buyer in writing)*

52.225-3 BUY AMERICAN—FREE TRADE AGREEMENTS—ISRAELI TRADE ACT *(Applicable to the Purchase Order if the clause applies to the prime contract unless specifically exempted by Buyer in writing)*

52.225-5 TRADE AGREEMENTS *(Applicable to the Purchase Order if the clause applies to the prime contract unless specifically exempted by Buyer in writing)*

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES

52.225-26 CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES *(Applies to DoD subcontracts performed in an area of contingency operations outside the United States or to non-DoD subcontracts in combat operations or other significant military operations)*

52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE

52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) *(Applies if subcontract is subject to the Defense Base Act)*



52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS *(Applies to subcontracts with small businesses)*

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS

52.245-1 GOVERNMENT PROPERTY

52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS *(Applies if this order involves international air transportation)*

52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (46 U.S.C. 1241)

THE FOLLOWING DFARS CLAUSES APPLY TO THIS ORDER:

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

252.204-7000 DISCLOSURE OF INFORMATION *(Applies when Seller will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public)*

252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION *(Applicable if the Subcontract requires services that include support for the Government's activities related to safeguarding covered defense information or cyber incident reporting)*

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING

252.204-7014 LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS

252.204-7015 DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS

252.211-7003 ITEM IDENTIFICATION AND VALUATION *(Applies to subcontracts for any items that require item identification or valuation)*

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD Contracts) *(Applies if FAR 52.219-9 applies)*

252.223-7001 HAZARD WARNING LABELS *(Applies if this Order requires the delivery of hazardous materials)*

252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES *(Applies if articles furnished under this Order contain ammunition or explosives, including liquid and solid propellants)*

252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM *(Applies in lieu of FAR 52.225-1)*

252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES *(Applies if Seller is supplying items on the U.S. Munitions list)*

252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS *(Applicable if specialty metals are to be delivered)*

252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS *(Applies if the Work to be furnished contains specialty metals)*

252.225-7021 TRADE AGREEMENTS *(Applies in lieu of FAR 52.225-5)*

252.225-7039 DEFENSE CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES *(Applies when private security functions will be performed outside the United States in areas of: contingency operations; combat operations; other significant military operations as designated by the Secretary of Defense; peace operations; or other military operations or military exercises when designated by the Combatant Commander)*

252.225-7040 CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES *(Applies to subcontracts to support U.S. Armed Forces deployed outside the U.S. in contingency operations; peace operations; or other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense)*

252.225-7048 EXPORT-CONTROLLED ITEMS

252.227-7015 TECHNICAL DATA—COMMERCIAL ITEMS

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA

252.228-7001 GROUND AND FLIGHT RISK

252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL *(Applies when Seller personnel may be required to interact with detainees in the course of their duties)*

252.237-7019 TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES *(Applies if personnel interact with detainees under Order)*

252.239-7010 CLOUD COMPUTING SERVICES *(Applies if this Order involves or may involve cloud services)*

252.239-7018 SUPPLY CHAIN RISK *(Applies if this Order involves the development or delivery of any information technology)*

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS

252.246-7001 WARRANTY OF DATA

252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES *(Applies if this Order is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system)*



252.247-7003 PASS-THROUGH OF MOTOR CARRIER FUEL SURCHARGE ADJUSTMENT TO THE COST BEARER (*applies if the Order is for carriage in which a motor carrier, broker, or freight forwarder will provide or arrange truck transportation services that provide for a fuel-related adjustment*)

252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (*Applies if the agreement includes electronic parts or end items or services including electronic parts*)

252.246-7008 SOURCES OF ELECTRONIC PARTS (*Applicable if the Order is for electronic parts or assemblies containing electronic parts, unless Seller is the original manufacturer*)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (10 U.S.C. 2631) (*Applies in lieu of FAR 52.247-64 in all requiring the transportation of supplies by sea*)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (10. U.S.C. 2631)

SHOULD THIS ORDER EXCEED \$10,000 THE FOLLOWING CLAUSE IS APPLICABLE:

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING

SHOULD THIS ORDER EXCEED \$10,000 THE FOLLOWING CLAUSE IS APPLICABLE:

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

SHOULD THIS ORDER EXCEED \$15,000 THE FOLLOWING CLAUSE IS APPLICABLE:

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES

SHOULD THIS ORDER EQUAL OR EXCEED \$30,000 THE FOLLOWING CLAUSES ARE APPLICABLE:

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS

SHOULD THIS ORDER EQUAL OR EXCEED \$35,000 THE FOLLOWING CLAUSE IS APPLICABLE:

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (*Does not apply if this Order is for commercial off the shelf items*)

THE FOLLOWING FAR CLAUSES APPLY IF THE VALUE OF THE ORDER EQUALS OR EXCEEDS \$150,000:

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

SHOULD THIS ORDER EXCEED \$250,000, THE FOLLOWING CLAUSES ARE APPLICABLE:

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (Alt I)

52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (*Applicable if subcontractor employees will perform acquisition functions closely associated with inherently governmental functions*)

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (15 U.S.C. 637(d)(2)-(3))

52.248-1 VALUE ENGINEERING

52.236-13 ACCIDENT PREVENTION (*Applies when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated*)

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

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES

252-247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA

SHOULD THIS ORDER EXCEED \$500,000, THE FOLLOWING CLAUSE IS APPLICABLE:

52.222-60 PAYCHECK TRANSPARENCY (EXECUTIVE ORDER 12374)

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

SHOULD THIS ORDER EXCEED \$700,000, THE FOLLOWING CLAUSE IS APPLICABLE:

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (*\$1.5 million for construction of a public facility; not applicable if Seller is a small business concern*)

252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION

SHOULD THIS ORDER EXCEED \$5,500,000, THE FOLLOWING CLAUSE IS APPLICABLE:

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (*Applies if this Order's period of performance is more than 120 days*)



SHOULD THIS ORDER EXCEED \$10,000,000, THE FOLLOWING CLAUSE IS APPLICABLE:

52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION

1. The following DFAR clauses in full text apply to the Agreement:

252.225-7993 PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (DEVIATION 2015-O0016)

(a) The Contractor shall—

(1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this contract are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities;

(2) Check the list of prohibited/restricted sources in the System for Award Management at www.sam.gov —

(i) Prior to subcontract award; and

(ii) At least on a monthly basis; and

(3) Terminate or void in whole or in part any subcontract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Contracting Officer provides to the Contractor written approval of the Head of the Contracting Activity to continue the subcontract.

(b) The Head of the Contracting Activity has the authority to—

(1) Terminate this contract for default, in whole or in part, if the Head of the Contracting Activity determines in writing that the contractor failed to exercise due diligence as required by paragraph (a) of this clause; or

(2)(i) Void this contract, in whole or in part, if the Head of the Contracting Activity determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

(ii) When voided in whole or in part, a contract is unenforceable as contrary to public policy, either in its entirety or with regard to a segregable task or effort under the contract, respectively.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed outside the United States and its outlying areas.

(End of clause)

252.239-7999 CLOUD COMPUTING SERVICES (DEVIATION 2015-O0011)

(a) Definitions. As used in this clause—

“Access” means the ability or opportunity to gain knowledge of Government or Government-related data or any other data collected or maintained on behalf of the United States Government under this contract.

“Cloud computing” means a model for enabling ubiquitous, convenient, on- demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on- demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as- a-service, infrastructure-as-a-service, and platform-as-a-service.

“Government data” means any information, document, media, or machine readable material, regardless of physical form or characteristics, that is created or obtained in the course of official Government business.

“Government-related data” means any information, document, media, or machine readable material, regardless of physical form or characteristics, that is created or obtained by a contractor through the storage, processing, or communication of Government data. This does not include a contractor’s business records, e.g., financial records, legal records, or data such as operating procedures, software coding or algorithms that are not uniquely applied to the Government data.

“Spillage” means an unauthorized transfer of classified data or controlled unclassified information to an information system that is not accredited for the applicable security level of the data or information.

(b) Cloud security requirements. The Contractor shall adopt and maintain administrative, technical, and physical safeguards and controls that are required for the security level and services being provided, in accordance with the Cloud Computing Security Requirements Guide (SRG) (version in effect at the time of contract award) found at http://iase.disa.mil/cloud_security/Pages/index.aspx (Note:



the new cyber incident reporting requirements of SRG section 6.4 become enforceable by the Government upon the effective date of the information collection governing the new reporting requirements (see DFARS case 2013-D018). However, this does not abrogate, limit, or otherwise affect the Contractor's obligation to comply with any other cyber incident reporting or other reporting requirement that is contained in this contract).

(c) Limitations on access to, government data and Government-related data.

(d) The Contractor shall not access, use, or disclose Government data unless specifically authorized by the terms of this contract or a task order issued hereunder.

- If authorized by the terms of this contract or a task order issued hereunder, any access to, or use or disclosure of, Government data shall only be for purposes specified in this contract or task order.
- The Contractor shall ensure that its employees are subject to all such access, use, and disclosure prohibitions and obligations.
- These access, use, and disclosure prohibitions and obligations shall survive the expiration or termination of this contract.

(e) The Contractor shall use Government-related data only to manage the operational environment that supports the government data and for no other purpose unless otherwise permitted with the prior written approval of the Contracting Officer.

(d) Records management.

(1) The Contractor shall deliver to the Contracting Officer all Government data and Government-related data in the format specified in the schedule.

(2) The Contractor shall dispose of Government data and Government-related data in accordance with the terms of the contract and provide the confirmation of disposition to the Contracting Officer in accordance with contract closeout procedures.

(e) Notification of third party access to Government data. The Contractor shall notify the Government immediately of any requests from a third party for access to Government data or Government-related data, including any warrants, seizures, or subpoenas it receives, including those from another Federal, State, or Local agency, that could result in the disclosure of any Government data to a third party. The Contractor shall cooperate with the Government to take all measures to protect Government data from any loss or

unauthorized disclosure that might reasonably result from the execution of any such request, warrant, seizure, subpoena, or similar legal process.

(f) Spillage. Upon written notification by the Government of a spillage, or the Contractor's discovery of a spillage, the Contractor shall coordinate immediately with the responsible Government official to correct the spillage in compliance with agency-specific instructions.

(g) Subcontracts. The Contractor shall include the substance of this s paragraph (g), in all subcontracts, including subcontracts for commercial items.

(End of clause)