

THIS PURCHASE ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

Billing and Shipping

- A. All items shall be suitable packed, marked and shipping in accordance with the requirements of common carriers in a manner to secure lowest transportation cost and no additional charge shall be made to the Buyer therefore unless otherwise stated on the face hereof.
- B. No charge shall be made by Seller for drayage or storage unless agreed upon in writing by Buyer.
- C. Unless otherwise specified herein, Seller shall properly mark each package with Buyer's order number, and where multiple packages comprise a single shipment, each package shall also be consecutively numbered, Purchase Order Number and Packing Slips shall be shown on Packing Slips, Bills of Lading and Invoices. D. Packing Slips must accompany each shipment.
- E. On date of shipment the original Bill of Lading or other shipping receipt for each shipment shall be forwarded to Buyer, Attention: Traffic Department.
- F. Seller shall describe items on Bill of Lading or other shipping receipt.
- G. Seller shall route shipment in accordance with instructions issued by Buyer's Traffic Department
- H. Material supplied hereunder, which is shipped F.O.B.

GENERAL

- 1. **ACKNOWLEDGEMENT:** Any acknowledgment hereof which takes exception to the terms or condition on the face or reverse side of this order will not be considered binding upon Buyer unless agreed to by an authorized representative of Buyer in writing. The contract resulting from acceptance of this order contains the complete and final agreement between Buyer and Seller and no agreement or other understanding in any way purporting to modify the terms and / or conditions hereof, shall be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative.
- 2. **AGREEMENT ON PRICES:** By acceptance of this order Seller agrees that the prices contained herein are not in excess of Seller's list, catalogue or published prices; that such prices are not higher than prices charged to other purchasers purchasing similar equipment; that the said prices are not in excess of the prices provided by any applicable law, governmental decree, order or regulation.
- 3. **RIGHT OF ENTRY:** Advanced Technology Company and their customers and / or Government Representative shall have the right to visit and inspect the contracted vendor at any time to review and monitor the vendor's facilities, processes, quality control procedures, and any other related activity under this contract.
- 4. **PERFORMANCE MONITORING APPLIED TO VENDORS/OUTSIDE PROVIDERS FOR QUALITY AND DELIVERY:** All Outside Providers who affect product are subject to Quality and Delivery performance monitoring. Outside providers that affect product will be placed on Approved Supplier list and will be required to complete surveys every two (2) years.
- 5. **EXCUSABLE DELAYS AND DEFAULTS:** Seller shall not be liable for delays or defaults in furnishing items or services hereunder, and Buyer shall not be liable for failure to accept same if such delays or defaults on the part of the Seller, or such failure on the part of the Buyer, are due to (1) acts of God or of a public enemy, (2) acts of the United States or any State or political subdivision thereof, (3) fires, floods, explosions or other catastrophes, (4) epidemics and quarantine restrictions, (5) Strikes, slowdowns or labor stoppages of any kind, (6) freight embargoes, (7) Unusually severe weather, (8) delays of a supplier due to such causes, or (9) caused beyond the control and without the fault or negligence of Seller in furnishing items or services or of Buyer in accepting items or services hereunder.
- 6. **WARRANTIES:** Seller warrants that items covered by this order will conform to the specifications, drawings, samples or other description furnished or specified by Buyer, or furnished by Seller and accepted by Buyer, and will be merchantable, of good material and workmanship and free from defect. Without excluding other warranties, Seller expressly warrants that all the material covered by this order which is recommended by Seller for a purpose revealed to Seller by Buyer in accordance with Seller's Specification, will be fit and sufficient for the purposes intended.
- 7. **WAIVER:** No waiver by Buyer of any drawing, specification or other requirement on one occasion shall constitute a waiver of any requirements for remaining performance hereunder unless so stated by the Buyer.
- 8. **INSPECTION AND TEST:** All items shall be subject to inspection and test by Buyer at all times and places and if any such inspection or test is made on Seller's premises, Seller shall furnish to Buyer and/or Buyer's customer without additional charge all reasonable facilities and assistance for the safety and convenience of the persons conducting such inspection or test. Seller shall notify Buyer of any non-conformance discovered after delivery of goods or services. If any items are defective in material or workmanship, or otherwise fail to meet the requirements of this order, Buyer shall have the right to reject such items. Rejected items will be returned to Seller at Seller's risk for refund, credit, repair or replacement as deemed appropriate by Buyer. Seller shall pay Buyer for all handling and transportation expenses incurred in connection with the return of rejected items and supply or replacement items. Seller shall notify Buyer in writing of significant changes in process/procedure that can impact Form, Fit or Function or the quality of any item or service provided.

- 9. **QUALIFICATION OF PERSONNEL PERFORMING WORK:** Qualification of personnel performing work shall be in accordance with all regulatory, statutory and specifications requirements, or as indicated per contract requirements - if known or as understood. Each Organization shall ensure that persons are aware of: Their contribution to product or service conformity; Their contribution to product safety; and the importance of ethical behavior.
- 10. **ETHICAL BEHAVIOR:** Obligation to maintain the highest standards of integrity in all business interactions. Any and all forms of corruption are strictly prohibited. ATCo requires our vendors to be committed to conducting its business in an ethical and legal manner. Vendors/Outside Providers are bound to comply with ethical conduct policy, including complying with all laws, disclosing any conflict of interest, and otherwise acting in a manner that places ethical interests above any personal interest.
- 11. **DOCUMENTATION RETENTION:** Unless otherwise stated on the Purchase Order, ALL documentation pertaining to Advanced Technology Company work sub-contracted, or materials or services provided, shall be retained by our vendors, subcontractors, or suppliers, including Advanced Technology Company Purchase Orders and any material certifications, process certifications or other quality documentation generated in the performance of work or purchase of items as required by our purchase order for not less than twelve (12) years.
- 12. **COUNTERFEIT PARTS:** The Seller shall have a plan, to implement, and control processes, appropriate to the organization and the product or service provided by the Seller, for the prevention of counterfeit or suspected counterfeit parts use and their inclusion in product(s) delivered to the Buyer.
- 13. **OBsolescence:** If an obsolescence issue occurs, the Seller shall notify the Buyer of this condition upon identification. Seller assumes responsibility for identification, notification, and resolution of obsolescence issues to Buyer.
- 14. **FOREIGN OBJECT DAMAGE (FOD) PREVENTION** The Seller shall have a plan, to implement, and control processes, appropriate to the organization and the product or service provided by the Seller, for the prevention of Foreign Object Damage (FOD). This element may be subject to verification during any quality audit or examination performed by Buyer, Buyers customer's or authorized representatives.
- 15. **BUYER'S PROPERTY:** Unless otherwise provided herein, or in any other agreement between the Buyer and Seller, all items, materials, facilities, tools, jigs, dies, fixtures, patterns or equipment furnished or paid for by the Buyer shall be the property of Buyer and Seller shall bear all risk of loss thereof, and damage, thereto, normal wear and tear excepted, while such property is in Seller's possession. Property covered by this provision shall be suitably protected, segregated, and marked as the property of Buyer; shall not be moved from Seller's premises without written Buyer approval; and shall be immediately delivered to Buyer upon request.
- 16. **CHANGES:** This Purchase Order and the terms and conditions herein may not be changed in any respect without written approval of Buyer. Buyer may, at any time, by written change order, suspend performance of this Purchase Order, in whole or in part; make changes in the drawings, designs, specifications, method of shipment of packing, or time or place of delivery of the Goods; reschedule the Services; or require additional or diminished Goods or Services, and Seller shall proceed diligently with the performance of this Purchase Order as so changed irrespective of whether a price adjustment has been determined as provided by this Clause. If any such change causes an increase or decrease in the cost of or the time required for performance of this Purchase Order, an equitable adjustment shall be made in the Purchase Order or delivery dates or both, and this Purchase Order shall be modified in writing accordingly. Any claim for adjustment under this Clause may, at Buyer's option, be by Seller deemed to be absolutely and unconditionally waived unless asserted in writing (including the amount or the claim) and delivered to Buyer within thirty (30) days from the date of receipt by Seller of the change order, except where an extension is granted in writing by Buyer. If the cost of property made obsolete or excess as a result of a change is paid by Buyer, Buyer may prescribe the manner of disposition of such property. Buyer's

- engineering and technical personnel are not authorized to change the Goods or Services ordered or any other provision of this Purchase Order. No change order will be binding on Buyer unless issued by an authorized representative of Buyer's procurement department. Nothing in this Clause shall excuse Seller from proceeding with the Purchase Order as changed. Where the cost of property made obsolete or excess as a result of a change is included in the request adjustment, Buyer shall have the right to prescribe the manner of disposition of such property.
- 17. **IMPORT/EXPORT REQUIREMENTS:** Reference of DFAR's and ITAR requirements will be stated on Advanced Technology Company Purchase order as required by contract. Seller shall be compliant in the specific areas as required and are subject to Quality Audit to verify DFAR and ITAR compliance by Advanced Technology Company and /or our customers. Any ITAR drawings submitted with this purchase order must be destroyed by suitable means upon completion or returned to ATCo.
- 18. **TERMINATION FOR DEFAULT:** Whenever Seller (1) fails to make reasonable progress in performance, or fails to make scheduled delivery of items or to perform services called for herein within the time required by this order or (2) fails to perform any other provision of this order; Buyer may by ten days' written notice of termination to Seller, either delivered personally or by first class or registered mail, terminate performance of work under this order in whole or in part. Buyer may immediately terminate the contract resulting from the acceptance of this order in the event of the happening of any of the following: Insolvency of Seller; the filing of a voluntary petition in bankruptcy; filing of an involuntary petition to have Seller declared bankrupt provided it is not vacated within 30 days from the date of filing; appointment of a Receiver or Trustee for Seller provided such appointment is not vacated within 30 days from date of such appointment; and execution by Seller of an assignment for the benefit of creditors. The exercise by Buyer of the right of termination reserved in this paragraph shall not impose any liability upon Buyer by reason of the termination of have the effect of waiving damages which the Buyer might otherwise be entitled to. Where default is shown to Buyer by Seller within the 10 day period above to be excusable under paragraph 3 the termination therefore shall be void.
- 19. **PATENTS - TECHNICAL DATA:** All drawing, specifications, and other technical data or information furnished by Buyer hereunder shall remain the property of Buyer and shall not be disclosed to other or used for manufacturing purposes, for other than Buyer's order, without Buyer's prior written permission. Seller agrees to indemnify Buyer and its' customers against all judgments, decrees, costs and expenses arising from any claim of infringement in connection with the use or sale of the articles delivered hereunder, alone, or in combination according to Seller's specification or recommendations, unless the articles are specially made for Buyer from a design originated by Buyer and such infringement shall have necessarily resulted from Seller's compliance with special design requirements set forth in specifications or drawings furnished by development work. Seller agrees to, and hereby does grant Buyer its successors and assigns a nonexclusive, irrevocable and royalty-free license under any inventions, improvements or discoveries conceived or first actually reduced to practice in connection with such research or development work.
- 20. **LABOR DISPUTES:** Whenever an actual or potential labor dispute is delaying or threatens to delay the timely performance of this order, seller will immediately give notice thereof to Buyer. Such notice shall include all relevant information with respect to such dispute.
- 21. **FAIR LABOR STANDARDS ACT:** Seller guarantees that it will comply with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended and of regulations and orders of the United States Department of labor issued under Section 14 thereof, in producing the items or performing the services to be furnished hereunder. All invoices shall contain the following assurance:  
Seller hereby certifies that it has complied with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards of 1938, as amended and of regulations and orders of the United States Department of Labor issued under Section 14 thereof, in producing the items or performing the services covered by this invoice.
- 22. **EQUAL EMPLOYMENT OPPORTUNITIES:** Seller agrees to comply with the provisions of Executive Order no. 11246 of September 24, 1965, as it may be amended thereafter, and the rules, regulations and relevant orders of the Secretary of Labor (all of which establish requirements as to equal opportunities clause set forth above, if this subcontract exceeds \$10,000.00. Seller agrees that it will not maintain any segregated facilities at any of its establishments and that Seller will complete a certification to that effect as required by the May 9, 1967, order of the Secretary of Labor.
- 23. **NONSEGREGATED FACILITIES:** This is a notice to prospective subcontractors of requirements for certifications of non-segregated facilities: Unless subcontractor is exempt from the provision of the Equal Employment Opportunities clause set forth above, if this subcontract exceeds \$10,000.00 Seller agrees that it will not maintain any segregated facilities at any of its establishments and that Seller will complete a certification to

- that effect as required by May 9, 1967, Order of the Secretary of Labor.
24. **REMEDIES:** The remedies reserved in this order shall be cumulative and additional to any other or future remedies provided in law or equity.
25. **INCONSISTENCIES:** In the event the printed conditions hereof are inconsistent with the typed, stamped, and/or written provision on the face hereof, the written, stamped, and/or typed provisions shall govern.
26. **ASSIGNMENT:** Seller shall not assign this Purchase Order or any rights under this Purchase Order without the prior written consent of Buyer, and no purported assignments by Seller shall be binding on Buyer without such written consent.
27. **INFORMATION:** Seller agrees that none of the details connected with this order shall be published or disclosed to any third party (except as in necessary for performance of this order) without Buyer's written permission. Any knowledge or information concerning Seller's products, methods or manufacturing processes which Seller may disclose to Buyer incident to the performance of the work under this order shall be deemed to have been disclosed as a part of the consideration for this order, and Seller agrees not to assert any claim (other than a claim for patent infringement) against Buyer by reason of Buyer's use or alleged use thereof.
28. **TAXES:** Except as may be otherwise provided on the face hereof, the Purchase Order price includes all applicable Federal, State and Local taxes currently in effect.
29. **INSURANCE REQUIREMENTS:**

**General Liability:**

- \$1,000,000 limit per occurrence
- \$2,000,000 limit aggregate
- Limits apply per project.
- Additional Insured endorsement, to include Completed Operations (CG 2010 and CG 2037 or equivalent)
- Waiver of Subrogation
- Primary and Non-contributory endorsement

**Auto Liability:**

- \$1,000,000 limit for Owned, Hired and Non-owned Auto Liability
- Additional Insured endorsement
- Waiver of Subrogation endorsement
- Primary and Non-contributory endorsement

**Workers' Compensation:**

- \$1,000,000 limit - each accident
- \$1,000,000 limit - disease - each employee
- \$1,000,000 limit - disease - policy limit
- Waiver of Subrogation endorsement

**Umbrella:**

- \$2,000,000 each occurrence
- \$2,000,000 aggregate
- Following form provision for Additional Insured and Waiver of Subrogation endorsements on underlying policies
- Provides excess limits over General Liability, Auto Liability, and Employers Liability

**All Lines:**

- Cargo Transit Coverage \$500,000. All Risk Selling Price \$5,000. Deductible Per Agreement
- Best's Guide rating no lower than A- VII
- Certificate of Insurance, with copies of required endorsements attached.

30. **GRATUITIES:** It shall be deemed a default subject to possible termination under Paragraph 9 if it is found that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Seller to any officer or employee of Advanced Technology Company with a view towards securing a contract or securing favorable treatment with respect to the awarding amending or the making of determinations with respect to the performing of such contract.

31. **GOVERNING LAW:** The contract and the performance of the parties hereunder shall be construed in accordance with and governed by the law of the state shown in Advanced Technology Company's address in the heading of the Order.

32. **WAGE-PRICE CONTROLS:** The Seller hereby certify that the prices set forth herein and the amounts invoiced hereunder are in compliance with Executive Order No. 11627, October 15, 1971, and Executive Order No. 11640, December 22, 1971, and the regulations promulgated thereto.

33. **OCCUPATIONAL SAFETY & HEALTH ACT:** In addition to any other representations or warranties herein made and set forth, and not in limitation thereof, the Seller hereby certifies that at the time of delivery the products, supplies and / or equipment delivered to the Buyer hereunder are free from unsafe and harmful conditions and comply with all applicable federal, state and local safety and health laws.

34. **EMPLOYMENT OF THE HANDICAPPED:** Seller agrees to comply with the provision of the Rehabilitation Act of 1973, Act of September 26, 1973, Pub. L.93-112, 87 Stat. 394, as it may be amended thereafter, and the rules, regulations and relevant orders of the Department of Labor and of the Department of Health, Education and Welfare. The affirmative action clause, 20 C.F.R. §741.3 as it may hereafter be amended, is specifically incorporated herein and made a part hereof by reference.

**SCHEDULE A**

If this order indicated that it is placed under a Government contract, the following conditions are also applicable.

**GOVERNMENT CONTRACT:** The work covered by this order relates to a prime contract with the United States Government and is within the jurisdiction of a department of the United States.

By referencing herein, the following items as they appear in the Armed Services Procurement Regulations (ASPR) are made part of these conditions and are applicable as though they had been reproduced in their entirety:

1. Additional Bond Security ASPR 7-103.9
2. Federal, State and Local Taxes ASPR 7-103.10
3. Renegotiation ASPR 7-103.13
4. Soviet Controlled Areas ASPR 8-403
5. Eight Hour Law of 1912, Overtime Compensation ASPR 12-303.1
6. Walsh-Healy Public Contract Act ASPR 12-604
7. Non-Discrimination in Employment ASPR 12-302
8. Officials Not To Benefit ASPR 7-103.19
9. Covenant Against Contingent Fees ASPR 7-103.20
10. Termination ASPR 8-706
11. Notice and Assistance Regarding Patent Infringement ASPR 9-104
12. Copeland Act ASPR 12-403.1 and 12-403.4
13. Buy American Act ASPR 8-104.5
14. Notice to the Government of Labor Disputes ASPR 7-104.4
15. Patent Indemnity ASPR 9-103
16. Filing of Patent Applications ASPR 9-106
17. Patent Rights ASPR 9-107
18. Reporting of Royalties ASPR 9-11
19. Rights in Data ASPR 9-203.1 and 9-203.4
20. Excess Profit ASPR 7-104.11
21. Military Security Requirements ASPR 7-104.12
22. Utilization of Small Business Concerns ASPR 7-104.14
23. Examination of Records ASPR 7-104.15
24. Gratuities ASPR 7-104.18
25. Convict Labor ASPR 12-203
26. Priorities, Allocations & Allotment ASPR 7-104.18
27. Utilization of Concerns in Labor Surplus Areas ASPR 7-104.20
28. Government Furnished Property ASPR 13-502 & ASPR Appendix B

In all reference ASPR clauses, where necessary to make the context there of applicable to this contract the following definitions of terms shall be understood: "Contractor" shall mean Seller, "Contract" shall mean this order, and "Government", "Contracting Officer" and equivalent phrases shall mean Buyer or shall include Buyer. Copies of the Armed Services Procurement Regulations may be obtained from the Government Printing Office, Washington D.C.

By reference hereto, the contractual provisions required by Section 301 of Executive Order No. 10925, March 6, 1961 are hereby included in this contract. Seller will comply with all provision of the revered Executive Order and of the rules, regulations and relevant orders of the President's Committee on Equal Employment Opportunity will furnish all information and reports required by said Executive Order and the rules, regulations and orders of said Committee and understands that non compliance therewith may result in cancellation of this Purchase order and In Sellers being declared ineligible for further government contracts in accordance with procedures authorized in said Executive Order.

35. **REPRESENTATIONS AND CERTIFICATIONS.** The following representations and certifications are material representations relied upon by Buyer in making award to Seller. Seller shall notify Buyer of any change of circumstances affecting representations and certifications made by Seller. The representations and certifications as set forth below omit several choices that appear in the FAR version. By executing this Purchase Order, Seller represents that it has considered the full FAR version of the representations and certifications before executing this Purchase Order and affirms that the representations and certifications below are accurate. FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence

Certain Federal Transactions (Sept 2007). Applicable only if this Purchase Order exceeds \$150,000. Certification. The offeror, by signing its offer, 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. 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, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made FAR 52.209-5 Certification Regarding Responsibility Matters (Oct 2015) (I) Seller certifies, to the best of its knowledge and belief, that: (i) The Seller and/or any of its Principals- (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal Criminal tax laws, or receiving stolen property; (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; (D) Have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. (ii) The Seller has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency. (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False.

Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code FAR 52.222-22 Previous Contracts and Compliance Reports (Feb 1999) Seller represents that if Seller has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26): (i) Seller has filed all required compliance reports; and, (ii) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. FAR 52.222-25 Affirmative Action Compliance (Apr 1984) The offeror represents that - - he offeror represents that - (a) It \* has developed and has on file. \* has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or (b) It \* has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. FAR 52.225-18 Place of Manufacture (March 2015) b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly - ( ) [ ] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or (2) [ ] Outside the United States. (ITAR/FCPA Disclosure Certification) By signing this Purchase Order, Seller hereby certifies he has not paid, or offered or agreed to pay, or has caused to be paid, or offered or agreed to be paid directly or indirectly, in respect of this Purchase Order any political contributions, fees or commissions (as defined in Part 130 of the International Traffic In Arms Regulations ("ITAR"), as amended and/or the Foreign Corrupt Practices Act ("FCPA"), as amended). Seller further certifies that it will not offer, pay, promise to pay, or authorize the payment of any money, or offer, give, promise to give, or authorize the giving of anything of value to a Territory official (as defined in the FCPA, as amended), to any Territory political party or official thereof or any candidate for Territory political office, or to any person, while knowing or being aware of a high probability that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any Territory official, to any Territory political party or official thereof, or to any candidate for Territory political office, for the purposes of: (a) influencing any act or decision of such Territory official, political party, party official, or candidate in his or its official capacity, including a decision to fail to perform his or its official functions; or (b) inducing such Territory official, political party, party official, or candidate to use his or its influence with the Territory government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, in order to assist Buyer or Seller in obtaining or retaining business for or

with, or directing business to Buyer or Seller. Affirmative Action for any Seller holding a contract in excess of \$100,000, the Seller shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities. For any Seller holding a contract in excess of \$10,000, but less than \$100,000, the Seller shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. INCORPORATION OF FEDERAL CLAUSES - The following clauses incorporated by reference shall be those in effect on the effective date of the Government Prime Contract (as amended) with Buyer to which this Order, subcontract, Purchase Order, or agreement relates. The FAR and Supplements thereto are obtainable from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Portions of the FAR are also accessible at <http://www.arnet.gov/far/>. (B)

Any reference in the following clauses to the "Disputes" clause shall mean the Article entitled "Disputes Under A Government Prime Contract" of the Order to which these Terms and Conditions are attached. (C) Seller shall insert the following provisions in lower tier subcontracts, either verbatim or in substance, and by incorporation-by-reference or otherwise as appropriate. Wherever used, the terms "Contract" and "Contractor" shall mean this Order (or subcontract, Purchase Order, or agreement) and Seller (including Seller as Bidder or Offeror), respectively. The terms "Government," "Contracting Officer," and equivalent phrases shall mean Buyer except where further clarified or modified and except that the clauses identified by \* shall have their original meaning as written in the FAR, and when identified by \*\* shall not only have their original meaning as written in the FAR, but also shall mean Buyer. "Subcontractor," however, shall mean "Seller's Subcontractor." Seller acknowledges it has had the opportunity to inquire as to the clauses present in Buyer's contract and agrees to be bound to such clauses in the manner listed below. Any reference to a "Default" clause shall mean Paragraph 18b, "Termination for Cause" of this Purchase Order. 1. FAR CLAUSES 52.203-3 Gratuities\* (The term "agency head" means Buyer). (Rev. 4/1984) (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.) 52.203-5 Covenant Against Contingent Fees. (Rev. 5/2014) (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.) 52.203-6 Restrictions on Subcontractor Sales to the Government. (Rev. 9/2006.)

(Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.) (a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract. (b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. (c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold. 52.203-7 Anti Kickback Procedures. (Rev. 5/2014) (Applicable if this Order exceeds \$150,000, except that paragraph (c)(1) of FAR 52.203-7 is not included in this Order. Paragraph (c)(4) is revised by deleting "The Contracting Officer may" and inserting "To the extent the Contracting Officer has effected an offset at the prime contract level or has directed Buyer to withhold any sum from the Seller, Buyer may..." (If applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.) 52.203-10 Price or Fee Adjustment for Legal or Improper Activity. (Rev. 5/2014) 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (Rev. 9/2007) 52.203-12 Limitation on Payments to Influence Certain Federal

Transactions.\* (Rev.10/2010.) (Applicable if this Order exceeds \$150,000.) (g) Subcontracts. (1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract exceeding \$150,000 under this contract. The Contractor or subcontractor that awards the subcontract shall retain the declaration. (2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor. (3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract exceeding \$150,000. 52.203-13 Contractor Code of Business Ethics and Conduct (Rev. 10/2015).

(Applicable if this Order exceeds \$5,500,000.00 and a performance of more than 120 days) 52.203-14 Display of Hotline Poster(s) (Rev. 10/2015). (Applicable if this Order exceeds \$5,500,000.00 unless the subcontract is for a commercial item OR is performed entirely outside of the United States)(When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.) 52.204-9 Personal Identity Verification of Contractor Personnel. (Rev. 1/2011) (The substance of this clause is applicable in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.) 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Rev. 7/2018) (The language of this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.) 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for

Debarment. (Rev. 10/2015.) (a) Definition. "Commercially available off-the-shelf (COTS) item," as used in this clause-- (i) Means any item of supply (including construction material) that is-- (i) A commercial item (as defined in paragraph (1) of the definition in FAR 2.101); (ii) Sold in substantial quantities in the commercial marketplace; and (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. (b) The Government suspends or debars Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract in excess of \$35,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so. (c) The Contractor shall require each proposed subcontractor whose subcontract will exceed \$35,000, other than a subcontractor providing a commercially

available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government. (d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a

subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following: (1) The name of the subcontractor. (2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM. (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM. (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment. (e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the

Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that-- (1) Exceed \$35,000 in value; and (2) Is not a subcontract for commercially available off-the-shelf items 52.211-5 Material Requirements. (Rev. 8/2000.) 52.211-15 Defense Priority and Allocation Requirements. (Rev.4/2008.) If this Order is a "rated order" as indicated by a DPAS rating elsewhere in this Order, Seller will follow all the provisions of the Defense Priorities and Allocation System Regulations. 52.214-26 Audit and Records--Sealed Bidding. (Rev. 10/2010.) (Applicable if this Order exceeds the threshold for obtaining certified cost or pricing data of \$2,000,000 (or as otherwise listed in 15.403-4(a)(1)) and is awarded by sealed bidding procedures.) (When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause, including paragraph (e), is contained within this document.) 52.214-27 Price Reduction for Defective Certified Cost or Pricing Data -- Modifications -- Sealed Bidding. (Rev. 8/2011.) In paragraph (d), the term "Contracting Officer" does not change. Seller shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed in the FAR. 52.214-28 Subcontractor Certified Cost or Pricing Data -- Modifications -- Sealed Bidding. (Rev. 10/2010.) Applicable if at the time the Order was entered into, it exceeded the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1). (When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause, including paragraph (d), is contained within this document.) 52.215-2 Audit and Records -- Negotiation." (Rev. 10/2010.) (Applicable in all subcontracts that exceed the simplified acquisition threshold and (1) are cost-reimbursable, incentive, time-and-materials, labor hour, or price-redeterminable type or any combination of these; (2) for which certified cost or pricing data are required; or (3) that require the subcontractor to furnish reports as discussed in paragraph (e) of this clause. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause, including paragraph (g), is contained within this document.) 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data. (Rev. 8/2011.) (Applicable to Orders for which it is contemplated cost or pricing data will be required.) In paragraph (c) the term "Contracting Officer" does not change. Seller shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed in the FAR. 52.215-12 Subcontractor Certified Cost or Pricing Data. (Rev. 10/2010.) Applicable if the Order, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1). When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.) 52.215-13 Subcontractor Certified Cost or Pricing Data -- Modifications. (Rev. 10/2010.) Applicable if the Order, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1). When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.) 52.215-14 Integrity of Unit Prices. (Rev. 10/2010.) Alt. 1 (Rev. 10/1997.) (Applicable, except for paragraph (b), if this Order exceeds the simplified acquisition threshold in FAR 2.101.) When applicable, this clause, less paragraph (b), is hereby flowed down as if the language of the clause is contained within this document.) 52.215-15 Pension Adjustments and Asset Reversions. (Rev. 10/2010.) Applicable in solicitations and purchase orders for which it is anticipated that cost or pricing data will be required or for which any pre-award or post-award cost determination will be subject to FAR Part 31. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document. 52.215-16 Facilities Capital Cost of Money. (Rev. 6/2003.) 52.215-18 Reversion or Adjustment of Plans for Post-Retention

Benefits (PRB) Other Than Pensions. (Rev. 7/2005.) Applicable in solicitations and purchase orders for which it is anticipated that cost or pricing data will be required or for which any pre-award or post-award cost determination will be subject to FAR Part 31. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document. 52.215-19 Notification of Ownership Changes. (Rev. 10/1997.) Applicable in solicitations and purchase orders for which it is anticipated that cost or pricing data will be required or for which any pre-award or post-award cost determination will be subject to FAR Part 31. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document. 52.219-8 Utilization of Small Business Concerns. (Rev. 10/2018.) (Applicable only if this Order offers further subcontracting opportunities.)

52.219-9 & Alt. II Small Business Subcontracting Plan. (Rev. 4/2018.) (Class Deviation 2018-00018, Aug 13, 2018) (Applicable only if this Order offers further subcontracting opportunities, exceeds \$700,000, and Seller is not a Small Business Concern.) 52.21916 Liquidated Damages -- Subcontracting Plan. (Rev. 1/1999.) 17 52.222-1 Notice to the Government of Labor Disputes. (Rev. 2/1997.) 52.222-4 Contract Work Hours and Safety Standards -- Overtime Compensation. (Rev.5/2014.) Applicable if this Order requires employment of laborers or mechanics. When applicable, paragraphs (a) through (d) is hereby flowed down as if the language of the clause is contained within this document and the subcontractor is responsible for same at any lower-tier subcontractor. In addition, Buyer may withhold or recover from the Seller any sums the Contracting Officer withholds or recovers from Buyer because of a violation of a provision of this clause by the Seller or Seller's subcontractor. 52.222-20 Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000. (Rev. 5/2014.)

52.222-21 Prohibition of Segregated Facilities. (Rev. 4/2015.) 52.222-26 Equal

Opportunity. (Rev. 9/2016.) Subparagraphs (b)(1) through (1) of FAR 52.222-26 only are included in this Order. 52.222-35 Equal Opportunity for Veterans.

(Rev. 10/2015.) (Applicable if the Order is for \$150,000 or more.) 52.222-36 Equal Opportunity for Workers with Disabilities. (Rev. 7/2014.)

Applicable if this Order exceeds \$15,000. Paragraph (b)(2) is revised to delete "provided by or through the Contracting Officer" and insert "provided upon request by the Contracting Officer through the Buyer's Purchasing Representative." 52.222-37 Employment Reports on Veterans. (Rev. 2/2016.) (Applicable if the clause at 52.222-35 is applicable.) 52.222-40 Notification of Employee Rights under the National Labor Relations Act. (Rev. 12/2010.) (Applicable in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempt by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009.) When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document. 52.222-50 Combating Trafficking in Persons (Rev. 3/2015) Paragraph (h) of this clause is applicable to portions of the subcontract that are for supplier, other than commercially off-the-shelf items, acquired outside of the United States, or services to be performed outside the United States; and has an estimated value that exceeds \$500,000. 52.222-54 Employment Eligibility Verification. (Rev. 10/2015.) (Applicable in subcontracts for Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item or an item that would be a COTS item, but for minor modifications, performed by the COTS provider, and are normally provided for that COTS item; or Construction services; AND has a value of \$3500 or more; AND includes work performed in the United States.)

52.223-3 Hazardous Material Identification and Material Safety Data. (Rev. 1/1997.) 52.223-5 Pollution Prevention and Right-to-Know Information. (Rev. 5/2011.) 52.223-7 Notice of Radioactive Materials. (Rev. 1/1997.) (Applicable in subcontracts or radioactive materials meeting paragraph a of this clause. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.) 52.223-11 Ozone Depleting Substances and High Global Warming Potential Hydrofluorocarbons. (Rev. 6/2016.) 52.224-2 Privacy Act. (Rev. 4/1984.) (Applicable in all subcontracts which requires the design, development, or operation of such a system of records.) 52.225-8 Duty Free Entry. (Rev. 10/2010.) (Applicable when supplies on this subcontract will be imported into the customs territory of the United States. When applicable, the substance of this clause is hereby flowed down as if the language of the clause is contained within this document.) 52.225-13 Restrictions on Certain Foreign Purchases.\* (Rev. 6/2008.) (The language of this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.) 52.227-1 Authorization and Consent. (Rev. 12/2007.) (Applicable for all subcontracts that exceed the simplified acquisition threshold. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.) 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement.\*\* (Rev. 12/2007.) (Applicable if the Order is expected to exceed the simplified acquisition threshold. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.) 52.227-3 Patent Indemnity.\*\* (Rev. 4/1984.) 52.227-9 Refund of Royalties. (Rev. 4/1984.) (Applicable if the amount of royalties reported during negotiation of the subcontract exceeds \$250. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

52.227-10 Filing of Patent Applications--Classified Subject Matter. (Rev. 12/2007.) (Applicable in subcontracts that cover or are likely to cover classified subject matter. When applicable, this clause, in its entirety, is

hereby flowed down as if the language of the clause is contained within this document.) 52.227-11 Patent Rights--Ownership by the Contractor. (Rev. 5/2014) 52.227-13 Patent Rights--Ownership by the Government. (Rev. 12/2007) 52.227-14 Rights in Data - General. (Rev. 5/2014) 52.228-3 Workers' Compensation Insurance (Defense Base Act). (Rev. 7/2014) 52.228-4 Workers' Compensation and War-Hazard Insurance Overseas. (Rev. 4/1984) 52.228-5 Insurance -- Work on a Government Installation. (Rev. 1/1997.) (Applicable if this Order requires work on a Government installation. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.) 52.229-3 Federal, State, and Local Taxes. (Rev. 2/2013.) 52.229-4 Federal, State, and Local Taxes (State and Local Adjustments). (Rev. 2/2013.) 52.229-6 Taxes -- Foreign Fixed-Price Contracts. (Rev. 2/2013.) 52.229-8 Taxes - Foreign Cost-Reimbursement Contracts (Rev. 3/1990) 52.232-17 Interest. (Rev. 5/2014) 52.233-3 Protest After Award. (Rev. 8/1996.) Under Paragraph (f) of this clause, the Buyer may withhold or recover from Seller any sums the Contracting Officer withholds or recovers from Buyer because of an intentional or negligent misstatement, misrepresentation or mis certification of the Seller which results in a bid protest being sustained. 52.234-1 Industrial Resources Developed Under Defense Production Act Title III. (Rev. 9/2016.) (This clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.) 52.236-7 Permits and Responsibilities. (Rev. 11/1991) 52.242-1 Notice of Intent to Disallow Costs. (Rev. 4/1984) 52.242-15 Stop-Work Order. (Rev. 8/1989.) The words "ninety (90) days" are changed to "one hundred (100) days" and the words "thirty (30) days" are changed to "twenty (20) days" wherever they appear. 52.2442 Subcontracts. (Rev. 10/2010.) 52.244-5 Competition in Subcontracting. (Rev. 12/1996.) 52.244-6 Subcontracts for Commercial Items. (Rev. 10/2018.) (This clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.) 52.245-1 Government Property (Rev. 1/2017.) (When the subcontract is to be performed outside of the United States of America, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished", respectively.) 52.245-2 Government Property Installation Operation Services. (Rev. 4/2012.) "Government" means "Government" and/or "Buyer." 52.246-3 Inspection of Supplies - Cost-Reimbursement (Rev. 5/2001) 52.247-63 Preference for U.S.-Flag Air Carriers. (Rev. 6/2003.) (Applicable in subcontracts that may involve international air transportation. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.) 52.248-1 & Alt. I, II, & III Value Engineering. (Rev. 10/2010.) (Applicable if this Order exceeds \$150,000.) 52.249-6 Termination (Cost-Reimbursement) (May 2004) Paragraph (d); Change "120 days" to "60 days" Paragraph (e); Plant Clearance procedure omitted. Paragraph (f): The time for submission of final termination settlement proposal is changed from "1 year" to "6 months" from effective date of termination. II. DFARS CLAUSES 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies. (Rev. 12/2008.) (Applicable to first tier subcontractors only if this Order exceeds the simplified acquisition threshold in FAR Part 2 and the Prime Contract is not for commercial items. "Government" is not changed in this clause.) 252.203-7004 Display of Hotline Posters. (Rev. 10/2016.) (Applicable in subcontracts exceeding \$5,500,000.) (When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.) 252.204-7000 Disclosure of Information (Rev. 10/2016) 252.204-7008 Compliance with Safeguarding Covered Defense Information Controls (Rev. 10/2016) Replace "Contracting Officer" with "Buyer" 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (Rev. 10/2016.) (Applicable in subcontracts for operationally critical support or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.) Subcontractor must notify Contractor when submitting a request to vary from a NIST SP 800-171 security requirement, in accordance with paragraph (b)(2)(ii)(B) of this clause. Subcontractor must provide the incident report number, automatically assigned by DoD, to the Contractor as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause. 252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material. (Rev. 12/1991.) (Applicable in solicitations and subcontracts wherein the purchase contains precious metals, defined as silver, gold, platinum, palladium, iridium, rhodium, or ruthenium. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.) 252.211-7003 Item Unique Identification and Valuation. (Rev. 3/2016.) 252.215-7000 Pricing Adjustments. (Rev. 12/2012.) 252.219-7003 Small Business Subcontracting Plan (DoD Contracts). (Rev. 4/2018.) and Class Deviation 2018-00007 (Applicable to Orders over \$700,000 when the subcontract is issued to a Large Business). 252.2227006 Restrictions on the Use of Mandatory Arbitration Agreements. (Rev. 12/2010.) 252.222-7007 Representation Regarding Combating Trafficking in Persons. (Rev. 1/2015.) 252.223-7001 Hazard Warning Labels. (Rev. 12/1991) 252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials - Basic. (Rev. 9/2014.) (Applicable in subcontracts (at any tier) that require, may require, or permit a subcontractor to access a U.S.G. Department of Defense installation, at any subcontract tier.) 252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives. (Rev. 9/1999.) (a) Definition. "Arms, ammunition, and explosives (AA&E)," as used in this clause, means those items within the scope (chapter I, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives. (b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract: Nomenclature: [to be updated if identified in the Prime Contract] NSN: [to be updated if identified in the Prime Contract] Sensitivity/Category: [to be updated if identified in the Prime Contract] (c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply. (d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract. (e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract. (f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts. at every tier f) The Contractor shall ensure that the requirements of this

clause are included in all subcontracts, at every tier (l) For the development, production, manufacture, or purchase of AA&E; or (2) When AA&E will be provided to the subcontractor as Government-furnished property. (g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract. 252.225-7000 Buy American - Balance of Payments Program Certificate - Basic. (Rev. 11/2014) 252.225-7001 Buy American and Balance of Payments Program - Basic. (Rev. 12/2017.) 252.225-7002 Qualifying Country Sources as Subcontractors. (Rev. 12/2017.) 252.225-7003 Report of Intended Performance Outside the United States and Canada -- Submission with Offer. (Rev. 10/2015.) 252.225-7004 Report of Intended Performance Outside the United States and Canada -- Submission after Award. (Rev. 10/2015.) Applicable to first tier subcontracts over \$700,000. Paragraphs (c)(4) and (c)(5) are omitted. Seller shall provide reports to the Buyer in substantially the form prescribed in the DFARS. 252.225-7008 Restriction on Acquisition of Specialty Metals. (Rev. 3/2013.) 52.225-7008 Restriction on Acquisition of Specialty Metals. (Rev. 3/2013.) 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals. (Rev. 10/2014.) (Applicable in all subcontracts, including subcontracts for commercial items, that are for items containing specialty metals, as defined in this clause. When applicable, paragraphs (a) through (c) and paragraph (e)(2) are flowed down as if the language of each paragraph are contained within this document.) 252.225-7010 Commercial Derivative Military Article - Specialty Metals Compliance Certificate. (Rev. 7/2009.) 252.225-7012 Preference for Certain Domestic Commodities. (Rev. 12/2017.) 252.225-7013 Duty Free Entry. (Rev. 5/2016.) 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools. (Rev. 6/2005.) 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings. (Rev. 6/2011.) (Applicable in subcontracts for items that contain roller bearings. Not applicable for commercial items. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.) 252.225-7025 Restriction on Acquisition of Forgings. (Rev. 12/2009.) (Applicable in subcontracts for forging items or for other items that contain forging items. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.) 252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate. (Rev. 12/2006.) 252.225-7033 Waiver of United Kingdom Levies. (Rev. 4/2003.) (Applicable in subcontracts for supplies where a lower-tier subcontract exceeding \$1 Million with a U.K. firm is anticipated. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.) 252.225-7040 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States. (Rev. 10/2015.) (Applicable when subcontractor personnel are supporting U.S. Armed Forces deployed outside of the United States in (1) Contingency Operations; (2) Peace operations consistent with Joint Publication 307.3; or (3) Other military operations or military exercises, when designated by Combatant Commander or as directed by the Secretary of Defense. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.) 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises And Native Hawaiian Small Business Concerns. (Rev. 9/2004.) (Applicable if this Order exceeds \$500,000.) 252.227-7013 & Alt. I Rights in Technical Data - Noncommercial Items. (Rev. 2/2014.) "[T]o the Contractor" is deleted from (b)(1)(vi) and "contract or" and "thereunder" is deleted from (b)(1)(ix). "Buyer or" is added before "Government" in (c) and (i). The second and third occurrences of "Contracting Officer" are changed to "Government" in (e)(4) "And the Government" is added after "parties" in (h)(1). In (h)(2) "sixty (60)" is changed to "fifty (50)" days. No substitutions for "Government" are made. 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation. (Rev. 2/2014.) "[T]o the Contractor" is deleted from (b)(1)(ii) and "contract or" and "thereunder" is deleted from (b)(1)(vi). "Buyer or" is added before "Government" in (i). The second and third occurrences of "Contracting Officer" have been changed to "Government" in (e)(4). "And the Government" is added after "parties" in (h)(1). In (h)(2) "sixty (60)" is changed to "fifty (50)" days. No substitutions for "Government" are made. 252.227-7015 Technical Data -- Commercial Items. (Rev. 2/2014.) 252.227-7016 Rights in Bid or Proposal Information. (Rev. 1/2011.) No substitutions for "Government" or "Contracting Officer" are made. This clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document. This clause is required to be flowed down to subcontractors at all levels. 252.227-7019 Validation of Asserted Restrictions - Computer Software. (Rev. 9/2016.) "Buyer's Purchasing Representative" is substituted for "Contracting Officer" in paragraph (b), otherwise no substitutions are made for "Contracting Officer" or "Government." In paragraphs (f)(5) and (f)(6) "the prime contract" is substituted for "this contract." This clause is required to be flowed down to subcontractors at all levels that are furnishing computer software for U.S. Government end use. 252.2277025 Limitations On The Use or Disclosure of Government-Furnished Information

Marked with Restrictive Legends. (Rev. 5/2013.) 252.227-7027 Deferred Ordering of Technical Data or Computer Software. (Rev. 4/1988.) 252.227-7030 Technical Data -- Withholding of Payment. (Rev. 3/2000.) "Buyer" is substituted for "Contracting Officer" in paragraph (a). In paragraph (b), "or Buyer" is added after "Government." 252.227-7037 Validation of Restrictive Markings on Technical Data. (Rev. 9/2016.) In paragraph (b), "Contractor's" remains in the clause with a lower case "c." In paragraphs (c) and (d)(1), "hereunder" is inserted after "subcontract." In paragraphs (f) and (g)(2)(i), change "this contract" to "the prime contract," and in paragraph (i), change "a contract" to "the prime contract." No substitutions for "Government" or "Contracting Officer" are made. This clause is required to be flowed down to subcontractors at all levels that are delivering technical data. 252.231-7000 Supplemental Cost Principles. (Rev. 12/1991.) 252.235-7003 Frequency Authorization (Rev. 3/2014.) (Applicable to subcontractors for development, production, construction, testing, or operation of a device for which a radio frequency is required. This clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.) 252.236-7000 Modification Proposals - Price Breakdown. (Rev. 12/1991.) 252.243-7001 Pricing of Contract Modifications. (Rev. 12/1991.) 252.244-7000 Subcontracts for Commercial Items and Commercial Components (OOD Contracts). (Rev. 6/2013.) (This clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.) 252.246-7003 Notification of Potential Safety Issues. (Rev. 6/2013.) (Applicable to subcontractors for parts identified as safety items, systems and subsystems, assemblies, and subassemblies integral to a system, or repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.) 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (Rev 8/2016) (Applicable to Subcontractors Subject to Cost Accounting Standards under 41 U.S.C. chapter 15 and when electronic parts or assemblies containing electronic parts are provided, including subcontracts for commercial items). (When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.) 252.246-7008 Sources of Electronic Parts (Rev 5/2018) (Applicable when electronic parts or assemblies containing electronic parts are provided, including subcontracts for commercial items, unless the subcontractor is the original manufacturer). (When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.) 252.247-7023 Transportation of Supplies by Sea - Basic. (Rev. 4/2014.) (This clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.) 252.247-7024 Notification of Transportation of Supplies by Sea. (Rev. 3/2000.) (This clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.) III. ADDITIONAL FAR/DFARS CLAUSES - ATCo reserves the right to add FAR/DFARS clauses and other contract terms in Section III of the subject Terms and Conditions in addition to any special provisions that may be required to be flowed down from its customer.