PERATON INC

STANDARD FIXED PRICE TERMS AND CONDITIONS AND FAR/FAA AMS FLOWDOWN PROVISIONS

For Subcontracts and Purchase Orders For Non-Commercial Items Under a U.S. Government Contract

ITEM 1 - ARTICLES APPLICABLE TO ALL ORDERS

DEFINITIONS AND RULES OF CONSTRUCTION

As used throughout these Terms and Conditions, the following terms are defined as specified below unless otherwise specifically stated:

“AMS” means the Federal Aviation Administration’s Acquisition Management System.

“Buyer” means Peraton Inc, an incorporation organized and existing under the laws of the state of Maryland, and all of its wholly owned subsidiaries and affiliates.

“Buyer’s Representative” means the agent of Buyer with the actual authority to make legally binding commitments on behalf of Buyer, such as a procurement representative or subcontract administrator.

“Day” or “Days” means calendar day(s). All periods of days referred to in this Order shall be measured in calendar days. Where a date referenced in this Order falls on a weekend or federal holiday, the date shall be deemed to fall on the next business day.

“FAA” means the Federal Aviation Administration.

“FAR” means the Federal Acquisition Regulation.

“Item” means goods, parts, components, supplies, or items including, without limitation, those part numbers model numbers, and/or descriptions set forth on the face of this Order and any Services supplied with them, and shall also include computer software or hardware (including any software, firmware or other hardwired logic embedded within the hardware) delivered or to be delivered under this Order. It shall also include Services not supplied with Items as the context requires.

“Government” means the Government of the United States, unless otherwise specified.

“Government Contract” means one of Buyer’s contracts with the Department of Defense, National Aeronautics and Space Administration (“NASA”), the National Security Agency (“NSA”), FAA or any other agency of the United States including without limitation the Department of Homeland Security and the General Services Administration.

“NSA” means the National Security Agency.

“Parties” means Buyer and Seller, and, if the context requires, their employees, officers, agents (including without limitation, carriers and riggers), subcontractors, wholly-owned subsidiaries, and others acting at their respective direction and control or under contract to either.

“Purchase Order” or “Order” means this contractual instrument, or any Purchase Order issued hereunder, including written change notices, supplements, amendments, or other written modifications thereto, together with any referenced certifications, certificates (including Seller’s Annual Certification), exhibits, attachments or other documents, as well as the Subcontract (if any) and includes these terms and conditions, and the Statement of Work, if any.

“Seller” means the legal entity performing work pursuant to this Order and, if the context requires, its employees, officers, agents (including without limitation, carriers and riggers), subcontractors, and others acting at its direction and control or under contract to it.

“Seller’s Annual Certification” means the certifications and representations set forth in Peraton’s Annual Certification document, attested to and executed by a duly authorized representative of Seller’s company.

“Services” means any effort supplied by Seller incidental to the sale of Items by Seller under this Order including, without limitation, installation, repair, and maintenance services. The term “Services” shall also include, without limitation, any effort specifically required by this Order, including all associated efforts such as design, engineering, repair, maintenance, technical, construction, consulting, professional, or other services.

1. CONTENTS AND ORDER OF PRECEDENCE: This Order integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the Parties and shall govern the performance and/or delivery of Items and/or Services provided pursuant to the Order. The provisions of this Order shall be construed and interpreted as consistent whenever possible. Any conflicts in this Order shall be resolved in accordance with the following descending order of precedence:

(a) the Purchase Order;
(b) these Terms and Conditions (which are incorporated by reference in any Purchase Order issued hereunder);
(c) the Statement of Work.

These Terms and Conditions shall be construed and interpreted as consistent whenever possible. In the event of a conflict in the Articles contained in ITEM 1 and applicable clauses contained in ITEM 2, the applicable clauses in ITEM 2 shall control to the extent necessary for Buyer to comply with Buyer’s Government Contract. No other document supersedes FAR and DFARS clause when the prime contract is with the Government.

2. ACCEPTANCE OF THIS ORDER: Any of the following acts by Seller shall constitute acceptance of this Order, regardless of whether Buyer has received a signed Order from Seller:

(a) execution of the acceptance copy of this Order and receipt by Buyer;
(b) initiation of any aspect of performance, or notification to Buyer that Seller is commencing performance, under this Order;
(c) shipping of any Items in performance of this Order; or
(d) acceptance of any form of payment, partial or complete, under this Order.

Any additional or different terms proposed by Seller, including any contained in Seller’s acknowledgment form, are rejected unless expressly agreed to in writing by Buyer’s Representative.

Seller’s staff shall perform such work as may be ordered by Buyer. The entire direction, scope, control, and interpretation of any work to be performed by Seller’s staff shall be made exclusively and solely at the discretion of Buyer. Seller shall at all time employ persons to perform the tasks who are fully experienced and properly qualified to perform the same.

In accordance with the Defense Priorities and Allocations Systems (“DPAS”), codified at 15 C.F.R. § 700, Seller must sign and return, or reject in writing, the Order acceptance copy within ten (10) working days of Seller’s receipt if this Order is DX rated, within fifteen (15) working days after receipt if DO rated. For unrated Orders, Seller shall sign and return the Order acceptance copy within ten (10) days after receipt.

3. DELIVERY: Shipments made pursuant to this Order must be shipped as specified in the Purchase Order. If Seller does not use Buyer’s specified carrier(s) and Buyer incurs additional freight cost as a result, such additional freight cost shall be Seller’s responsibility. Moreover, unless otherwise specified, Seller hereby agrees to the following:

(a) Buyer reserves the right to refuse shipments made in advance of the schedule set forth in this Order. If Seller tenders Items for delivery to Buyer in advance of the delivery date specified in Buyer’s delivery schedules, Buyer may, in its absolute discretion, either (i) refuse delivery, return early deliveries at Seller’s expense, and require re-delivery at Seller’s expense on the delivery date, or (ii) retain such items and make payment in accordance with the original payment schedule in the Purchase Order regardless of the actual date of delivery.

(b) Overshipment allowances require prior Buyer authorization, and will be applied to the entire Order. Unauthorized overshipments shall be returned to Seller at Seller’s sole expense. Seller has the right to deem overshipments uneconomical to return, relieving Buyer of responsibility to return or pay for the overshipment.

(c) Time is of the essence in Seller’s performance of the Order, and Seller shall deliver Items and Services by the delivery date specified in Buyer’s delivery schedules. If Seller tenders Items for delivery to Buyer after the delivery date specified in Buyer’s delivery schedules:

(1) Buyer may refuse late deliveries.
(2) If Buyer agrees to accept deliveries after the contracted delivery date the Parties agree that delays which are not excusable or mutually agreed upon shall be subject to liquidated damages of one percent (1%) of the total order value per day, up to a maximum amount of twenty-five percent (25%) of the Purchase Order value, for each day delivery or performance is delayed beyond the date set forth in the Schedule of this Purchase Order, to be paid within sixty (60) days of Buyer’s acceptance of such deliveries. Buyer’s right hereunder to recover liquidated damages is the exclusive remedy for Buyer for all claims arising hereunder.

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Seller bears the risk of loss of all Items delivered in advance of the delivery date specified in Buyer’s delivery schedules.

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4. QUAL

(a) Seller shall establish and maintain a quality management system acceptable to Buyer for the items or services purchased under this Order. Seller shall permit Buyer to review procedures, practices, processes, and related documents to determine such acceptability. Seller shall have a continuing obligation to promptly notify Buyer of any violation or deviation from Seller’s approved quality control system and to advise Buyer of the quantity and specific identity of any items or services purchased under this agreement during the period of any such violation or deviation. Seller will maintain the accepted quality management system throughout the duration of the Order. If Seller is cited for compliance violations, Seller shall within forty-eight (48) hours so notify Buyer and within sixty (60) days must rectify the noncompliance issues. If the violation is not corrected and certification has not been obtained within the specified time frame, then Buyer at its sole discretion may terminate this Order. Seller will notify Buyer of any significant changes that affect quality within twenty-four (24) hours of that change. These changes include – but are not limited to – change in key management or personnel, change in source of supply of key materials, change in address or site configuration.

(b) Buyer and/or its customer, to the extent practicable at all times and places including the period of manufacture or performance, may inspect and test material, work in process, services, and supplies. This Order may include requirements for design, test, inspection, verification (including production process verification), use of statistical techniques for product acceptance, and related instructions for acceptance by Buyer, and as applicable critical items including key characteristics and test requirements for test specimens (e.g., production method, number, storage conditions) for design approval, inspection/verification, investigation or auditing. This Order grants Buyer and its customer the right to so inspect and test, but not the obligation. Seller retains the obligation to ensure proper inspection and testing.

(c) Seller shall not provide non-conforming Services or Items. Buyer shall have the right to reject any Services or Items or lots of Items which it determines are defective in material or workmanship or otherwise not in conformity with the requirements of this Order and to require their correction or replacement, or to provide other disposition direction for the non-conforming Services or Items. Rejected Services or Items shall be removed or if permitted or required by Buyer, corrected in place by and at the expense of Seller promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Seller fails to promptly replace, correct, or remove such Services or Items or lots of Items which are required to be removed, Buyer may:

1. replace or correct such Services or Items and charge to Seller the cost occasioned Buyer thereby; or
2. pay for such Services or Items at a reduced price which is equitable under the circumstances; or
3. cancel this Order, or any portion thereof, for default as provided in Article 21; or
4. exercise any other applicable rights or remedies.

(d) If Buyer rejects any Services or Items as non-conforming, Buyer will be entitled to dispose of the non-conforming Services or Items without liability to Seller, provided, however, that in any event Buyer may elect to arrange for the shipment of any non-conforming Services or Items back to Seller at Seller’s expense. Seller will bear all risk of loss with respect to any non-conforming Services or Items and will promptly pay or reimburse all costs incurred by Buyer to return, store or dispose of any non-conforming Services or Items.

(e) Buyer’s payment for any non-conforming Items or Services will not constitute acceptance by Buyer, limit or impair Buyer’s right to exercise any rights or remedies, or relieve Seller of responsibility for the non-conforming Services or Items. In the event Buyer decides for any reason to accept non-conforming Items or Services, any costs incurred by Buyer testing, evaluating and manufacturing, relating to the design changes to any of the Items or Services, shall be responsibility of Seller, and Seller may not pass along any costs in relation to the design change(s).

(f) If any inspection or test is made by Buyer and/or its customer on the premises of Seller or a lower tier subcontractor, without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of Buyer and/or customer inspectors in the performance of their duties. In the case of rejection, Buyer shall not be liable for any reduction in value of samples used in connection with such inspection or test. All inspections and tests by Buyer and/or its customer shall be performed in such a manner as not to unduly delay the work. Buyer reserves the right to charge to Buyer any additional cost of inspection and test of the Items or Services not ready at the time such inspection and test was requested by Seller or when reinspection or retest is necessitated by prior rejection. Unless otherwise provided herein, final inspection and acceptance or rejection of Items or Services shall be made as promptly as practicable after delivery to Buyer’s facility. Buyer’s failure to inspect or accept or reject Items or Services in a timely manner shall not relieve Seller from full compliance with all requirements of this Order, nor impose additional responsibilities or costs.

(g) Seller shall provide and maintain an inspection system acceptable to Buyer covering the Items or Services hereunder. Records of all test and inspection work by Seller shall be kept complete and available to Buyer and its customer for four (4) years following completion of inspections or testing, or for a longer period of time if required to comply with FAR 4.703. Such records shall be stored, maintained and handled in accordance with the requirements set forth in FAR 4.805.

(h) Inspection and test by Buyer and/or its customer of any Services or Items or lots thereof does not relieve Seller from any responsibility regarding defects or other failures to meet requirements which may be discovered prior to acceptance or during the warranty period set forth in Article 26. In the event Seller discovers a Service or Item is non-conforming subsequent to performance or delivery, Seller shall promptly notify Buyer. Disposition shall be in accordance with paragraphs (c) and (d) of this Article.

(i) If, prior to or at the time of final acceptance or within the warranty period, it was known or should be known by Buyer that said Items or Services would not or did not conform to the requirements of this Order, final acceptance shall not be construed as a waiver of any rights Buyer may have with respect to the Items or Services as provided under this Order, notwithstanding the failure of Buyer to timely inform Seller of such nonconformance.

(j) Final acceptance by Buyer of the Items or Services provided hereunder shall take place only upon complete delivery of all Items or Services in accordance with the delivery schedule specified herein or later agreed upon by the Parties in writing and after final inspection of those Items or Services by Buyer and Buyer’s customer. Final acceptance shall be contingent upon agreement by Buyer and Buyer’s customer that the Items or Services conform to the requirements of this Order. Final acceptance by Buyer shall be conclusive, except for latent defects, negligent or intentional misrepresentations by Seller that a nonconformity or defect would or had been cured or did not exist, acceptance induced by false or negligent assurances of Seller, or as otherwise provided in this Order or applicable law. Final acceptance by Buyer of the Items or Services delivered hereunder shall not limit or affect the warranty or indemnity granted by Seller hereunder.

5. PACKING: Unless otherwise specified in this Order, Seller shall be responsible for safe and adequate packing conforming to the requirements of carriers’ tariffs or, in the absence of such requirements, conforming to the best commercial practices. All expendable packaging materials must be legally and economically disposable or recyclable. Seller shall separately number all containers. No extra charge shall be made for packing or packaging materials unless authority therefore is set forth in this Order.

6. SHIPPING INSTRUCTIONS: Seller shall comply with Buyer’s routing and shipping instructions. If Buyer’s routing and shipping instructions are not attached to the Purchase Order or have not been previously received by Seller,
Seller shall immediately request the Instructions from Buyer. Seller shall remain liable for any and all additional charges which accrue as a result of Seller’s failure to comply with Buyer’s routing and shipping instructions.

7. MODIFICATION OF ORDER: This Order contains all the agreements of the Parties with respect thereto and no course of dealing or usage of the trade shall be applicable unless expressly incorporated in this Order. The terms and conditions contained in this Order may not be added to, modified, superseded or otherwise altered except by a written instrument signed by Buyer Representative and delivered by Buyer to Seller. Modifications of this Order shall be handled pursuant to Article 13 “Changes and Equitable Adjustments”. Each shipment received from Seller shall be deemed to be exclusively upon the terms and conditions contained in this Order notwithstanding any terms and conditions that may be contained in any acknowledgment, invoice, correspondence or other documents of Seller, and notwithstanding Buyer’s act of accepting or paying for any shipment or similar act of Buyer.

8. ITEM SUPPORT:
(a) Seller shall agree to support the Items purchased hereunder during the operational life of the Items or for a period of ten (10) years from the date of final shipment under this Order if Buyer funds such support. Said support includes, but is not limited to, technical service and maintenance of Seller’s stock of subassemblies and spare parts as may be required to support the operation of the Items.
(b) In the event Seller discontinues manufacture of the aforementioned Items, subassemblies and spare parts therefore, and does not provide for another qualified source, Seller shall give Buyer not less than six months’ notice of such decision to discontinue production and shall make available to Buyer all drawings, specifications, data, and know-how which will enable Buyer or its customers to manufacture or procure said Items, subassemblies and spare parts under a royalty free license which is hereby granted.

9. ITEM CONTENT: Seller agrees to provide to Buyer all Item content information required to satisfy both Buyer’s content reporting obligations and Buyer’s customers’ reporting obligations.

10. PRICE, PAYMENT AND CLOSE-OUT:
(a) Buyer shall pay Seller, upon the submission of proper invoices or vouchers, the prices stipulated in this Order for Items delivered and accepted or Services rendered and accepted, less any deductions provided in this Order.
(b) Invoicing.
(i) Seller shall issue a separate invoice, in English, for each shipment or each billing period. Payments will be made from “Original” invoices only. Fax copies, statements, or invoice copies will not be accepted. “Duplicate Original” invoices must not be sent without prior authorization from Buyer. Unless otherwise instructed by Buyer, each invoice shall include:

- Buyer Purchase Order Number and Line number;
- Buyer Line Description (as referenced on the Order);
- Unit Price and Total Price;
- Seller’s invoice number and date;
- the payment terms as agreed by the Parties and stated in the Purchase Order;

(ii) a description of the work performed; and
(iii) Each payment made shall be subject to reduction to the extent of amounts which are found by Buyer or Seller not to have been properly payable, and shall also be subject to reduction for overpayments. Seller shall promptly notify Buyer of any such overpayments found by Seller. Buyer, and any affiliate of Buyer, may withhold, deduct and/or setoff all money due, or which may become due, from Buyer or any affiliate of Buyer, arising out of Seller’s performance under this Order or any other transaction between Buyer and its affiliates may have with Seller.

(iii) If Buyers chooses to make interim payments for Order financing, Buyer will make such payments on the 60th day after the payment office designated on the Purchase Order receives a proper payment request. In the event that Buyer or Buyer’s Customer requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the Order, Buyer is not compelled to make payment by the specified due date.

(iv) Determination of payment due date, whether under net or discount terms, will be based on the latest of (i) the date goods are received or services performed; (ii) the date provided in this contract for receipt of goods or completion of services; or (iii) the date an accurate invoice is received in Buyer’s accounts payable group. Payments are not be backdated based on the date of Seller’s invoice. Payment will be deemed to have been made when deposited in the mail. Any applicable discount period will be computed from the date of receipt of a correct invoice to the date Buyer issues a check.

(v) Seller shall submit invoices to Buyer no later than the 15th day of the month following the period of performance being invoiced. Seller shall not backdate any invoices. There shall NOT be a lapse of more than thirty (30) calendar days between performance and submission of an invoice. Failure to submit an invoice for each month of an active and current performance period may result in a 5% deduction of the total outstanding amount to be paid on the most current invoice.

(vi) Upon Buyer’s request, Seller shall provide a reconciliation of all invoices submitted to Buyer.

(c) No subcontract placed under this Order shall provide for payment of a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations in paragraph 15.404-4(c)(4)(ii) of the FAR.

(d) Following completion of work and before final payment, Seller shall comply with the close-out procedure as directed by Buyer.

11. OFFSET/COUNTERTRADE CREDIT:
In connection with the sale of Buyer’s Items to certain foreign government customers, Buyer may incur direct and/or indirect offset/countertrade obligations. Seller hereby exclusively grants to Buyer all offset or countertrade credit that may be obtained from this Order, or from Seller’s placement of its purchase orders or Services rendered to Buyer, for use on the offset countertrade program of Buyer’s choice. Buyer retains the right to assign any such offset or countertrade credits to third parties. Seller shall include this clause, for the benefit of Buyer, in all lower-tier purchase orders and subcontracts awarded in the performance of this Order. Seller shall maintain and thereupon make available to Buyer all records of its purchases under this Order and Buyer reserves the right to review such record not more than every six (6) months to determine offset availability. This Article 11 shall survive two (2) years beyond the completion of this Order.

12. TAXES: Unless otherwise notified by Buyer in writing, the price of this Order includes and Seller shall be responsible for the payment of any Federal, State, and Local taxes, duties, tariffs, transportation taxes, or other similar taxes or fees which are required to be imposed upon the Items or Services ordered hereunder by Buyer or Buyer’s customer, unless Seller obtains any applicable exemptions. Seller represents that its price does not include any taxes, impositions, charges or exactions for which it has obtained a valid exemption certificate or other evidence of exemption. Any taxes included in this Order shall be itemized separately in Seller’s invoice.

13. CHANGES AND EQUITABLE ADJUSTMENTS:
(a) Buyer may at any time and without notice to third parties, including sureties (if any), by written instructions from Buyer’s Representative to Seller, unilaterally make changes to these terms and conditions and/or in the Services to be performed or the Items to be furnished hereunder in any one or more of the following:

- drawings, designs or specifications;
- method of shipment or packing;
- time and/or place of delivery, inspection or acceptance;
- the quantity of Items ordered or Services to be performed;
- the statement of work;
- method or manner of performance of the work; and,

(b) During performance of this Order, Seller shall not make any changes in the Services to be performed or in the design of Items or manufacturing of Items to be furnished hereunder or in the price or fee for the Services, unless the same is in writing signed by Buyer Representative and which expressly states that it constitutes an amendment to this Order. If Seller considers that Buyer’s conduct constitutes a change, Seller shall notify Buyer’s Representative immediately in writing as to the nature of such conduct and its effect upon Seller’s performance.

(b) If any change under this Article causes an increase or decrease in the allocation of hours by labor category, change to original or anticipated cost, anticipated or the time required for performance of the Items, an equitable adjustment to the Order price and/or delivery schedule may be made and the Order modified in writing accordingly, provided however, that any equitable adjustment in price to which Seller may be entitled as a result of an increase in the quantity of Items or Services ordered shall not exceed the funded value or unit price established for
such Items or Services herein. Any claim by Seller for adjustment must be submitted in writing in the form of a complete change proposal, fully supported by factual information to Buyer’s Representative within fifteen (15) days from the date Buyer issued the change order. Buyer may, in its sole discretion, increase the funded value and may consider any such claim regardless of when asserted, except that no claim for equitable adjustment shall be allowed after final payment of this Order. Consistent with Article 46, for any claims seeking an equitable adjustment or other relief in excess of $100,000 submitted by Seller under this Order, Seller shall submit to Buyer a signed certificate that states as follows, substituting Seller’s legal name where indicated:

“I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the Order adjustment for which [Seller] believes Buyer is liable; and that I am duly authorized to certify the claim on behalf of [Seller].”

If requested by Buyer, Seller shall identify that portion of its claim for which it believes the Government is liable and shall execute the certification above, substituting “the Government” for “Buyer” as to such amount. If Buyer and Seller are unable to agree upon an equitable adjustment in the event of any change directed by Buyer, the matter will be resolved in accordance with the provisions of Article 47. Nothing contained herein, including failure of the Parties to agree upon any equitable adjustment to be made under this Article, shall excuse Seller from proceeding without delay with the Order as changed by Buyer’s written direction.

(c) (1) Notwithstanding any other provisions in this Order, any decision of the Contracting Officer under Buyer’s Government Contract which binds Buyer shall bind both Buyer and Seller to the extent that it relates to this Order:
(2) If Buyer elects not to appeal any final decision of the Contracting Officer, or deemed denial under the Disputes Clause of Buyer’s Government Contract, Buyer will so notify Seller in writing with reasonable promptness after Buyer receives the final decision of the Contracting Officer or the dispute is deemed denied. If within thirty (30) days after Seller receives Buyer’s notice of its decision not to appeal the final decision of the Contracting Officer or deemed denial, Seller notifies Buyer that Seller wishes to appeal that final decision or deemed denial, Buyer may grant Seller an indirect right to appeal that final decision or deemed denial in Buyer’s name under the Disputes Clause of Buyer’s Government Contract, provided that:
(i) Seller will pay all direct costs and expenses of any such appeal reasonably incurred by Buyer in providing assistance to Seller in Seller’s appeal;
(ii) Seller shall be solely responsible for prosecuting the appeal and preparing and presenting all pleadings, evidence and argument; and
(iii) Seller will provide monthly written reports to Buyer of the progress of the appeal and will furnish Buyer copies of all pleadings and non-privileged correspondence filed or received by it concerning the appeal.

(3) Any decision upon such appeal, when final, shall be binding upon Seller.
(4) Seller shall indemnify and save harmless from any and all liability of any kind incurred by or imputed to Buyer under Section 5, “Fraudulent Claims,” of the Contract Disputes Act of 1978, as amended, if Seller is unable to support any part of its claim and it is determined that such liability is attributable to fraud or misrepresentation of fact on the part of Seller.

(d) Pending any prosecution, appeal, or final decision or settlement of any dispute arising under this Order, Seller shall proceed diligently, as directed by Buyer, with the performance of this Order.
(e) Nothing in this clause nor any authorization or offer that may be made shall be deemed to constitute acceptance or acknowledgment by Buyer of the validity of Seller’s claim or any part thereof, nor be deemed to limit or in any way to restrict Buyer from taking any actions, including available remedies, it deems appropriate to protect its own interests.
(f) As used in this clause, the word “appeal” means an appeal taken under the Contract Disputes Act of 1978, as amended.

In no event shall the Seller acquire any direct claim or direct course of action against the United States Government.

14. TITLE AND RISK OF LOSS: Unless otherwise specified in the Order, Seller shall bear the risk of loss and damage to all Items to be supplied hereunder until final acceptance by Buyer, Buyer’s Customer, or the United States Government. Buyer shall have equitable title to all Items for which partial or progress payments have been furnished to Seller.

15. TOOLS, MATERIALS AND INFORMATION: Refer also to Article 25 (Rights in Data and Inventions). If any designs, sketches, drawings, blueprints, patterns, dies, molds, models, tools, gauges, equipment or special appliances should be made or procured by Seller especially for producing the Items covered by this Order, then immediately upon manufacture or procurement they shall become the property of Buyer or Buyer’s customer. Seller shall maintain a current inventory list of the foregoing. Except for tools, material and information owned by the Government, any tools, materials, items or any engineering data or other technical or proprietary information related thereto furnished by or paid for by Buyer shall: (a) become and shall be identified as property of Buyer, (b) be held by Seller on consignment at Seller’s risk, (c) be used exclusively in the production and/or provision for Buyer of Items and/or Services required by this Order, and (d) be subject to disposition by Buyer at any and all times and upon demand they shall be returned to Buyer. Seller shall maintain procedures for the adequate accountability, storage, maintenance and inspection of such items and shall make such records available to Buyer upon request.

16. FURNISHED PROPERTY:
(a) Buyer may provide to Seller property owned by either Buyer or its customer (Furnished Property) as set forth in this Order. Furnished Property shall be used only for the performance of this Order, or for the performance of a direct contract between Buyer’s customer and Seller where Seller has obtained specific approval from Buyer’s customer authorizing such use.
(b) Title to Furnished Property shall be retained by Buyer or its customer. Seller shall clearly mark (if not already marked) all Furnished Property to show ownership. While Furnished Property is in Seller’s possession, Seller shall protect the identity of Furnished Property with other materials in Seller’s possession, except in accordance with Buyer’s written instructions.
(c) Except for reasonable wear and tear, Seller assumes all risk of loss, destruction, or damage of Furnished Property while in Seller’s possession, custody, or control. Upon request, Seller shall promptly provide Buyer with adequate proof of insurance against such risk of loss. Seller shall promptly notify Buyer of any loss or damage. Without additional charge, Seller shall manage, maintain and prepare Furnished Property in accordance with good commercial practice. Seller shall maintain written records of the management, maintenance, and preservation of the Furnished Property, in accordance with good commercial practice, and provide such records to Buyer, upon request.
(d) At Buyer’s request or at completion of this Order, Seller shall submit, in an acceptable form, inventory lists of Furnished Property and shall deliver or make such other disposition in accordance with instructions from Buyer.
(e) With respect to Government-furnished property, or property to which the Government may take title under this Order: [1] For this Order, the clause at FAR 52.245-1 shall apply and is incorporated by reference. [2] Seller shall provide to Buyer immediate notice of any disapproval, withdrawal of approval, or nonacceptance by the Government of its property control system.

17. FACILITIES: Seller represents that it now has or can readily procure without the assistance of Buyer or the Government all facilities necessary for the performance of this Order, except as set forth herein.

18. CLASSIFIED REQUIREMENTS: In the event this Order requires access to classified information, Seller, at its sole expense, agrees to comply with all laws and regulations of the United States related to such classified requirements, including obtaining all required authorizations from the U.S. pursuant to, among other requirements, those set forth in the National Industrial Security Program Operating Manual (NISPOM) and any specific agency supplements to the NISPOM or other classified requirements as directed by Buyer. A copy of the NISPOM is available for download at https://www.dss.mil/GW/ShowBinary/DSS//isp/fac_clear/download_nispom.html.

19. NEW MATERIAL:
(a) “[Material],” as used in this clause, includes, but is not limited to raw material, parts, items, components and end Items. “New,” as used in this clause, means previously unused or composed of previously unused materials allowing for typical in-factory or site use including, but not limited to integration, installation, assembly, test, burn-in, training, troubleshooting, and rework as required.
(b) Unless Buyer specifies in writing otherwise, Seller shall deliver New Material under this contract that are fully warranted and do not contain any counterfeit material. Material verification includes documentation that Seller is purchasing product directly from the original equipment manufacturer or authorized franchised distributor. In addition, the New Material is not of such age or so deteriorated, due to storage factors, as to impair its usefulness or safety.

20. COUNTERFEIT PARTS:
(a) Seller represents and warrants that it has policies and procedures in place to ensure that none of the supplies or materials furnished under this Order are “suspect/counterfeit parts” and certifies, to the best of its knowledge and belief, that no such parts have been or are being furnished to Buyer by Seller. Seller represents and warrants that it is in compliance with NDAA-2012-818 and any superseding DFAR clause. “Suspect/counterfeit parts” are parts that may be of new manufacture, but are misleadingly labeled to provide the impression they are of a different class or quality or from a different source than is actually the case. They also include refurbished parts, complete with false labeling, that are represented as new parts or any parts that are designated as suspect by the U.S. Government, such as parts listed in alerts published by the Defense Contract Management Agency under the Government-Industry Data Exchange Program (GIDEP).

(b) Parts furnished under this Order shall be purchased directly from the Original Component Manufacturers (“OCM”)/Original Equipment Manufacturers (“OEM”) or through the OCM/OEM’s Franchised Distributor. OCM is an organization that designs and/or engineers a part and is pursuing or has obtained the intellectual property rights to that part. OEM is an organization that designs and/or engineers equipment and is pursuing or has obtained the intellectual property rights to that equipment. This term is synonymous with OCM. Franchised Distributor is a distributor with whom the OCM has a contractual agreement to buy, stock, re-package, sell and distribute its product lines. Franchised distributors normally offer the product for sale with full manufacturer’s warranty. Franchising contracts may include clauses that provide for the OCM’s marketing and technical support, failure analysis and corrective action, and exclusivity of inventory. Documentation must be available upon Buyer’s request. Seller’s systems shall be consistent with applicable industry standard, for the detection and avoidance of counterfeit electronic parts, including flowing down requirements to subcontractors.

(d) If Buyer reasonably determines that Seller has supplied suspect/counterfeit parts to Buyer, Buyer shall promptly notify Seller, and Seller shall immediately replace the suspect/counterfeit parts with parts acceptable to Buyer. Notwithstanding any other provision contained herein, Seller shall be liable for all costs incurred by Buyer to inspect, remove, and replace the suspect/counterfeit parts, including without limitation Buyer’s external and internal costs of removing such a counterfeit part, of reimbursing replacement parts and of any testing necessitated by the reinstallation of Seller’s goods after counterfeit parts have been exchanged. In addition, Buyer may unilaterally terminate this order for convenience depending on the impact of the delivery of suspect/counterfeit parts on the Seller’s overall performance on this order. Seller’s warranty against suspect/counterfeit parts shall survive any termination or expiration of this Order.

21. TERMINATION:
(a) Default. Buyer may terminate this Order for default in whole or in part by written notice to Seller if:
   (1) Seller becomes insolvent or makes a general assignment for the benefit of creditors; or
   (2) a petition under any bankruptcy act or similar statute is filed by or against Seller and not vacated within ten (10) days after it is filed; or
   (3) Seller fails to make delivery of the Items or to perform the Services within the time specified in this Order; or
   (4) Seller fails to perform any of the other obligations of this Order, or fails to make progress, so as to endanger performance of this Order, in accordance with its terms; or
   (5) Seller’s financial condition endangers completion of performance, (provided with respect to (4) and (5) Seller fails to remedy any such condition within seven (7) days from the date of receipt of a notice from Buyer concerning the existence of the condition, unless otherwise extended in writing by Buyer); or
   (6) it is found that gratuities (in the form of entertainment, gifts, travel or anything of value) or kickbacks were offered or given by Seller, or by any agent or representative of Seller, to any officer or employee of Buyer’s customer or Buyer; or
   (7) control of Seller changes. A change of control includes: (a) the sale, lease, exchange or transfer of a substantial portion of Seller’s assets used for the production of the Items; (b) the sale or exchange of a controlling interest in the shares of Seller; or (c) the execution of a voting or other change of control. Seller will provide Buyer with written notice of change of control within ten (10) days after the change of control has become effective. Buyer will have sixty (60) days from the date that Buyer receives written notice from Seller within which to notify Seller of its decision to terminate this Order. The effective date of the termination will be no sooner than thirty (30) days after the effective date of the written notice of termination according to the terms of notice; or
   (8) Seller fails to agree upon any deletion, amendment, or addition to this Order which is required by statute, executive order, applicable regulations, or is otherwise deemed appropriate by Buyer as a result of or relating to a modification of Buyer’s Government Contract; or
   (9) Seller is sanctioned, suspended, or debarred by the Government;
   (10) it is found that Seller has a potential, actual or apparent personal or organizational conflict of interest related to or arising out of its performance of this Order and Buyer determines that such conflict(s) cannot be adequately avoided or mitigated; or
   (11) Seller fails to cure a deficiency identified by Buyer, within ten (10) days of notification by Buyer, unless otherwise such cure period is extended in writing by Buyer.

(b) Termination for Convenience
   (1) Buyer may terminate this Order for its convenience in accordance with FAR 52.249-1 where the total value of the Order is not expected to exceed the Simplified Acquisition Threshold, or if greater value, then in accordance with FAR 52.249-2. Except as otherwise noted, replace “Government” with “Buyer” and “Contracting Officer” with “Buyer’s Representative.”
   (2) If any Force Majeure delays, as defined in Article 22, extend for more than thirty (30) days from the delivery or performance date, or threatens Buyer’s delivery commitments under this Order, Buyer may terminate this Order in accordance with its terms; or
   (3) Buyer may unilaterally terminate this Order for convenience, and upon Buyer’s direction, Seller shall stop work on this Order, in accordance with its terms; or
   (4) Buyer may unilaterally terminate this Order, and shall transfer title and deliver to Buyer as a result of or relating to a modification of Buyer’s Government Contract, Buyer may terminate such part of this Order remaining to be performed without liability to Buyer except for the fair value of work already completed and accepted. The proposed settlement invoice shall be submitted to Buyer’s Representative within thirty (30) days, unless otherwise extended in writing, with full supporting documentation for all costs claimed.

(c) Applicable Procedures
   (1) In the event Buyer terminates this Order for default, in whole or in part, Buyer may procure, upon such terms and in such manner as Buyer deems appropriate, Items or Services similar to those canceled. For default, Seller shall be responsible for any and all re-procurement costs, including any increase in cost to re-procure items or services. Seller shall continue the performance of this Order to the extent not canceled under the provisions of this Article. Buyer shall be entitled to excess re-procurement costs.
   (2) After receipt of notice of such termination for default or convenience, and upon Buyer’s direction, Seller shall stop work under this Order on the date and to the extent specified in the notice of termination, and shall transfer title and deliver to Buyer satisfactorily completed work and such work in process as directed by Buyer. Payment for completed Items delivered to and accepted by Buyer shall be at the price set out in the Order. Buyer may withhold from Seller moneys otherwise due Seller for completed Items and/or materials in such amounts as Buyer determines necessary to protect Buyer against loss due to outstanding liens or claims against said Items or materials.

22. FORCE MAJEURE:
   Seller shall not be liable for any delays in delivery caused by circumstances beyond its reasonable control including acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes or freight embargoes, provided that:
   (1) Seller immediately gives written notice to Buyer of any difficulty or anticipated difficulty in meeting the delivery schedule set forth in the Order; or
   (2) Seller immediately gives written notice to Buyer of any actual or potential situation that is delaying, or threatens to delay the timely performance of this Order, including an actual or potential labor dispute;
   (3) the delay does not materially affect Buyer’s scheduling on any system or process.

23. STOP WORK:
   (a) Buyer shall have the right to direct Seller in writing to suspend all or any part of the work for a period of time not to exceed ninety (90) days, and extend for further periods as Buyer’s Representative may agree, unless extended by Buyer’s Representative. Upon receipt of the written notice, Seller shall immediately comply with the terms of the notice and shall take all reasonable measures to mitigate the costs allocable to the suspended portion of the work.
   (b) If work is suspended, an adjustment may be made in accordance with the provisions of Article 13 for any increase in the time and the cost of
performing this Order necessarily caused by such suspension prior to the occurrence of costs in excess of the funded value, and this Order may be modified in writing accordingly. In no event, however, is Buyer obliged to increase the funded value, therefore Seller shall ensure that such increase never exceed the funded value.

(c) A claim shall not be allowed under this Article unless the claim, in an amount stated, is asserted in writing within thirty (30) days after Buyer’s issuance of the notice of termination of the suspension. Suspension may only be terminated by written notice from Buyer, regardless of the expiration of the original or extended suspension period. When the suspension has been terminated, Seller shall immediately commence performance, notwithstanding the fact that there is no agreement as to a revised schedule or the cost of completing this Order.

24. PATENT/INTELLECTUAL PROPERTY INDEMNITY BY SELLER:

Seller warrants that the Items and Services performed and delivered under this Order will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. For Items and Services delivered hereunder, Seller shall be liable for, defend, indemnify and hold harmless Buyer, and each subsequent purchaser or user thereof, from all actions, claims, or awards for any infringement, misappropriation, or wrongful use suit brought by, or in combination with other Items, software or processes. Seller hereby agrees to defend any and all such actions, at Seller’s expense, if requested to do so by Buyer. If, however, the Infringement Claim arises as a necessary consequence of Seller’s compliance with Buyer’s drawings and specification, which describe that aspect of the Items and Services upon which the Infringement Claim is based, Seller shall have no obligation to indemnify Buyer.

Seller and Buyer agree to notify each other as soon as they become aware of a challenge of infringement or wrongful use in connection with any such Items, software or data furnished hereunder. Seller, if required to indemnify Buyer under this Article, shall promptly assume and diligently conduct the entire defense of such Infringement Claim at its own expense. Buyer shall have the right to reasonably reject counsel selected by Seller and the right to reject any settlement that would negatively impact Buyer as determined solely by Buyer. Buyer shall have the right, but not the obligation, to participate with Seller in determining the strategy to defend any such suit or action, and shall have the right, but not the obligation, with the permission of the court, to intervene in any such Infringement Claim.

Notwithstanding any of the above provisions, Buyer shall have the further right, at its own election, to supersede Seller in the defense of any such alleged infringement and thereafter to assume and conduct the same according to Buyer’s sole discretion. Upon Buyer’s election, Seller shall be released from its obligation to pay for attorney’s fees and court costs. Further, Seller, if requested in writing by Buyer, shall cooperate with Buyer in Buyer’s defense of any alleged infringement claim. If the use or sale of such Item or Services, in respect to which Seller indemnifies Buyer, is enjoined as a result of such suit or action, Seller shall promptly remove and repair or replace such defective Services or Item(s) at Seller’s sole expense (including shipping costs), with the cost of all Services and Items, while in transit borne by Seller; or eject such defective Services or Item(s) and require Seller to

25. RIGHTS IN DATA AND INVENTIONS:

(a) All specifications, information, data, drawings, software and other items supplied to Buyer by Seller shall be disclosed to Buyer on a nonproprietary basis and may be used and/or disclosed by Buyer without restriction, unless:

(1) otherwise required by the U.S. Government Regulations included in Item 2 hereto, or

(2) Buyer has executed a separate agreement restricting the use and disclosure of such information, data, software and the like.

(b) Unless otherwise expressly agreed in writing to the contrary and subject to this Article 25(d) below, all specifications, information, data, drawings, software and other items which are: supplied to Seller by Buyer, or obtained or developed by Seller in the performance of this Order or paid for by Buyer, shall be proprietary to Buyer, and shall be used only for purposes of providing Items or Services to Buyer pursuant to this Order, and shall not be disclosed to any third party without Buyer’s express written consent. All such Items supplied to Buyer or obtained by Seller in performance of this Order or paid for by Buyer shall be promptly provided to Buyer on request or upon completion of this Order.

(c) Subject to this Article 25(d) below, any invention or intellectual property first made or conceived by Seller in the performance of this Order or which is derived from or based on information supplied by Buyer shall be considered to be the property of Buyer and Buyer shall own all right, title, and interest in such property. Seller shall execute all documents necessary to perfect Buyer’s interest in and title thereto, including, without limitation, assigning any and all right, title and interest Seller has in any subject property to Buyer. Seller shall ensure that any third party with whom Seller has subcontracted to deliver Items or Services also executes and assigns any and all rights, titles, and interest in any such intellectual property to Buyer. Subject to this Article 25(d) below, any work performed pursuant to this Order which includes any copyright interest shall be considered a “work made for hire.”

(d) Applicable Government procurement regulations incorporated into this Order shall, when applicable, take precedence over any conflicting provision of this Article 25, to the extent that such regulations may require. The incorporation by reference of such Government regulations dealing with subcontractors rights in technical data, subject inventions, copyrights, software and similar intellectual property are not intended to, and shall not, unless otherwise required by applicable regulations, obviate or modify any greater rights which Seller may have previously granted to Buyer pursuant to prior agreements between the Parties.

26. WARRANTY:

(a) Seller warrants that all the Items and Services furnished hereunder shall:

(1) conform fully with all requirements of this Order, including any and all specifications, drawings, and performance requirements;

(2) conform to approved samples or samples, if any;

(3) unless detailed designs have been furnished by Buyer, be fit for the use intended by Buyer whether expressed or reasonably implied;

(4) be free from defects in material, workmanship, design and fabrication;

(5) be free from security interests, liens or encumbrances and of good title; and

(6) be performed with that degree of skill and judgment normally exercised by recognized professionals delivering or performing the same or similar Items or Services.

(b) Except for latent defects, Seller guarantees all Services and Items, parts, components, and assemblies furnished hereunder against any defects in design, material, or workmanship for eighteen (18) months from the date of acceptance at Buyer’s location. In the case of latent defects, Buyer’s rights to corrective action by Seller shall be limited to the extent that such rights are available to Buyer upon Buyer’s discovery of the latent defect and notification of Seller thereof.

(c) If, within the warranty period, any defect or failure appears, Buyer shall have the right to take the following actions:

(1) retain such defective Services or Item(s) and an equitable adjustment will be made in the Order price; or

(2) reject such defective Services or Item(s) and require Seller to promptly remove and repair or replace such defective Services or Item(s) at Seller’s sole expense (including shipping costs), with the risk of loss and damage for the rejected, corrected or replacement Services and Item(s) while in transit borne by Seller; or

(3) correct or replace such defective Services and Items with similar Services or Item(s) and recover the total cost (including shipping costs) thereof from Seller. Services or Item(s) rejected shall be removed promptly by Seller at its expense and its risk. Even if the parties disagree whether or not Seller has breached this warranty, Seller shall promptly comply with Buyer’s directions to provide warranty work pending resolution of the disagreement.

(d) Upon discovery of any defect or failure within the warranty period provided hereby, the following conditions shall apply:

(1) Buyer shall furnish written notice to Seller of the Services or Item(s) involved and set forth the nature of the defect(s) or failure(s) discovered;

(2) within fifteen (15) days after receipt by Seller of such notification, Seller shall provide in writing to Buyer the following information: (i) acknowledgment of the notification given by Buyer of the defect or failure; (ii) the corrective action to be taken by Seller to remedy the defect or failure;
(iii) disposition instructions regarding the defective material or equipment;
(iv) the date that the defective Services and Items will be repaired, corrected or replaced as applicable and delivered to the appropriate destination as directed by Buyer; or
(v) with the advance approval of Buyer, submit a proposed price reduction to this Order for Buyer’s consideration pursuant to (c)(1) above.

(e) Neither approval by Buyer of Seller’s design or material used nor Buyer’s inspection of same shall relieve Seller from any obligations under the warranties set forth in this Article.

(f) The word “Items” as used in this Article 26 includes parts, components, assemblies, materials, equipment, services and data required under this Order.

(g) Any Services or Item(s) corrected or replaced pursuant to this Article shall be subject to all provisions of this Article to the same extent as Services and Item(s) initially delivered.

(h) The aforesaid warranties shall survive acceptance, payment, and United States Government approval, and shall run to Buyer, its customers and the users of these Services and Item(s) and shall not be deemed to be the exclusive rights of Buyer but shall be in addition to other rights of Buyer under law, equity, and the terms of this Order.

(i) Seller shall furnish Buyer a certificate of Seller’s compliance with these Article 19 warranty conditions upon Buyer’s request.

27. RISK OF DAMAGE/INDEMNITY AGAINST CLAIMS/LIMITATION OF LIABILITY:

(a) All personal property belonging to Buyer in Seller’s custody or possession, shall be at Seller’s risk from loss or damage from all hazards.

(b) Seller, including its subcontractors or vendors, shall keep its work and all Items supplied under this Order and Buyer premises free and clear of all liens and encumbrances, including mechanic’s liens. Seller may be required by Buyer to provide a satisfactory release of liens as a condition of final payment.

(c) To the extent not covered by the Patent/Intellectual Property Indemnity provision in Article 24, Seller shall, without limitation, defend, indemnify, save, and hold harmless Buyer and its customer(s) and their respective officers, directors, employees and agents from and against every third party liability, claim of liability (including claims under Workers’ Compensation or Occupational Disease laws), allegation, judgment, cost, expense, attorneys’ fees, cause of action, loss or damages whatsoever, including special, indirect, and consequential damages arising from the Services or Items supplied by Seller, or its employees, subcontractors, and lower tier subcontractors, pursuant to this Order, including, without limitation, latent defects in such Services or Items, except to the extent that such injury, death, loss or damage is caused solely and directly by the negligence of Buyer.

(d) Seller and Buyer agree to notify each other as soon as practicable of any such claim described in subparagraph (c) above. Seller, if required to indemnify Buyer under this Article, shall promptly assume and diligently conduct the entire defense of such claim at its own expense. Buyer shall have the right to reasonably reject counsel selected by Seller and the right to reject any settlement that would negatively impact Buyer as determined solely by Buyer. Buyer shall have the right to participate with Seller in determining the strategy to defend any such suit or action and shall have the right, with the permission of the court, to intervene in any such claim.

(e) Notwithstanding any of the above provisions, Buyer shall have the further right, at its own election, to supersede Seller in the defense of any such claim and thereafter to assume and conduct the same according to Buyer’s sole discretion. Upon Buyer’s election, Seller shall be released from its obligation to pay for attorneys’ fees and court costs. Further, Seller, if requested in writing by Buyer, shall cooperate with Buyer in Buyer’s defense of any alleged claim.

(f) In the event Buyer should bring action to enforce the indemnification provisions of this Article 28 and prevail in such action, Seller agrees that Buyer shall be entitled to be awarded its reasonable attorney’s fees and costs.

(g) Except for any indemnifications provided in this Order, in no event shall either Party, its employees, agents or representatives be liable to the other Party for any indirect, special, punitive, incidental or consequential damages of any kind arising out of this Order, whether such remedy is sought in contract, tort (including without limitation negligence), strict liability or otherwise.

28. INSURANCE:

(a) Comprehensive General Liability policies for an amount of at least $2,000,000 combined single limit for bodily injury and property damage; $2,000,000 annual aggregate

(b) Comprehensive Automobile Liability policies shall be for an amount of at least $2,000,000 combined single limit for bodily injury and property damage; $2,000,000 annual aggregate

(c) Worker’s Compensation in accordance with such laws as may be applicable to the work to be performed as directed by Buyer.

(d) Employer’s Liability: $2,000,000/$2,000,000

Proof of compliance with applicable legal requirements shall be obtained for all subcontractors working on Buyer’s premises, and may be provided by the subcontractor’s insurer. Satisfactory evidence by copy of certificate of insurance thereof shall be submitted annually to Buyer upon Buyer’s request. Such insurance shall be carried during the term of this Order, including extension, and for at least three (3) years thereafter.

29. NON-DISCLOSURE AND CONFIDENTIAL RELATIONSHIP:

(a) The Parties shall treat as proprietary and confidential all specifications, drawings, blueprints, nomenclature, samples, models and all other information designated in writing by the disclosing Party as “Confidential,” “Proprietary,” “Secret” or otherwise marked, identified or labeled in a manner to alert the receiving Party to its confidential nature, except for any such information provided by the Government or to which the Government has other than unlimited rights, in which case Seller shall use and disclose the information in accordance with applicable provisions and/or restrictive markings concerning Seller’s use and disclosure of such information. Seller shall not disclose any information relating to the Order to any person not authorized by Buyer to receive it. Seller shall use the information supplied by Buyer only to accomplish work covered by this Order and for no other purpose. Upon completion, all specifications, drawings, blueprints, nomenclature, samples, models and all other information received by Seller from Buyer, including any copies made by Seller, is to be returned to Buyer or destroyed, upon Buyer’s written request.

(b) In the event of a conflict between the terms of this Article and the terms and conditions of any separately executed and applicable Non-Disclosure Agreement between Buyer and Seller, the terms and conditions of the Non-Disclosure Agreement shall control.

(c) Unless the written consent of Buyer is first obtained, Seller shall not in any manner advertise, publish, or release for publication, including without limitation, news releases, articles, brochures, advertisements, or speeches, any statement mentioning Buyer or the fact that Seller has furnished or contracted to furnish to Buyer Items and/or Services required by this Order, or the opinion of any employees of Buyer.

(d) Seller is expressly prohibited from communicating with Buyer’s Customer with respect to Buyer’s Government Contract and/or the Order, including any discussion of management issues, pricing, payments, specific tasking or Seller’s performance of Orders, without Buyer’s prior express consent. However, nothing in this Article 30 shall be construed to restrict (1) the discussion of day-to-day operational issues, or (2) limit Seller’s communications with Buyer’s Customer pursuant to FAR 52.203-6. Any authorized communications, other than those expressly provided for herein, between Seller and Buyer’s Customer shall be conducted in the presence of Buyer’s Representative unless otherwise agreed by the Parties.

30. BUYER’S RIGHT TO USE INFORMATION DISCLOSED BY SELLER:

Unless otherwise expressly set forth in this Order or a separate written agreement, Buyer shall have the right to use, for any purpose, information concerning Seller’s Items, manufacturing methods or processes which Seller has disclosed to Buyer, without restrictions, prior to or during the performance of this Order. In the event of a conflict between the terms of this Article and the terms and conditions of any separately executed and applicable Non-Disclosure Agreement between Buyer and Seller, the terms and conditions of the Non-Disclosure Agreement shall control.

31. ASSIGNMENT AND SUBCONTRACTING:

(a) Assignment: Neither this Order itself, nor any interest or obligation hereunder, shall be assigned or transferred by either party without the prior written consent of Buyer, which consent shall not be unreasonably withheld. Either party may assign this Order, at no cost to the other party, to any affiliated company, any subsidiary entity, any successor in interest, or Buyer’s customer.

(b) Subcontracting: Seller shall not subcontract the furnishing of any of the complete or substantially complete Items or Services required by this Order, without the prior written approval of Buyer; however, this Article shall not be construed to require the approval of contracts of employment between Seller and personnel assigned for Services hereunder.

(c) Assignment and Subcontracting: Seller shall flow down all applicable requirements, including Buyer’s customer’s requirements and the clauses set forth in ITEM 2, to Seller’s subcontractors and assigns, if any. Seller further agrees to select subcontractors (including vendors or suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of this Purchase Order. Seller shall remain primarily responsible for the performance of
obligations which it subcontracted hereunder and shall reasonably supervise such work. However, Seller may assign rights to be paid amounts due, or to become due, to a financing institution if Buyer is promptly furnished a signed copy of such assignment reasonably in advance of the due date for payment of any such amounts. Amounts assigned to an assignee shall be subject to setoffs or recoupment for any present or future claims of Buyer against Seller. Seller shall have the right to make settlements and adjustments in price with Seller without notice to the assignee. Seller shall give Buyer immediate written notice of any action or suit filed and prompt notice of any claim made against Seller by any subcontractor or vendor that, in the opinion of Seller, may result in litigation related in any way to this Order, with respect to which Seller may be entitled to reimbursement from Buyer.

32. AUDIT, INSPECTION OF RECORDS: The United States Government and other regulatory authorities shall have the right to audit Seller’s records: (a) in the event of cancellation, termination, or default; (b) in connection with any equitable adjustment request; (c) with respect to any Order for which the price is based on time and cost of material or where the terms of this Order, law and regulation, or applicable standard, otherwise entitle Buyer and/or its Customer to inspect Seller’s records and/or facilities including the records and/or facilities of Seller’s assignees or subcontractors, if any; (d) in connection with internal investigations of alleged violations of law including, but not limited to, the U.S. Foreign Corrupt Practices Act; or (e) any type of litigation. Seller shall keep and make reasonably detailed records in accordance with applicable FAR, DFARS and Generally Accepted Accounting Principles of direct labor costs, material costs, and all other costs of the performance of this Order for a period of not less than four (4) years from the date of final payment or termination of any warranty or Item support of the performance of this Order for a period of no less than four (4) years including the records and/or facilities of Seller’s assignees or subcontractors, if any; (d) in connection with internal investigations of alleged violations of law including, but not limited to, the U.S. Foreign Corrupt Practices Act; or (e) any type of litigation. Seller shall keep and make reasonably detailed records in accordance with applicable FAR, DFARS and Generally Accepted Accounting Principles of direct labor costs, material costs, and all other costs of the performance of this Order for a period of not less than four (4) years from the date of final payment or termination of any warranty or Item support of the performance of this Order, whichever is later. Seller shall provide The United States Government and other regulatory authorities access to all facilities involved in the Order and to all applicable records.

33. ETHICAL STANDARDS OF CONDUCT: (a) Buyer is committed to conducting its business fairly, impartially, and in an ethical and proper manner. Buyer’s expectation is that Seller also will conduct its business fairly, impartially, and in accordance with the Peraton Code of Conduct (https://dev-peraton.pantheonsite.io/wp-content/uploads/2017/09/Peraton-Code-of-Conduct-1.pdf) as it relates to intermediaries, in its current form and as it may be amended from time to time. Buyer’s further expectation is that Seller also will have (or will develop) and adhere to its own code of ethical standards. Seller’s employees are required to conduct company business with integrity and maintain a high standard of conduct in all business-related activities. (b) If Seller has cause to believe that Buyer or any employee or agent of Buyer has behaved improperly or unethical under this contract, Seller shall report such behavior to the Peraton EthicsPoint resource (+1-844-800-3721 or www.Peraton.ethicspoint.com). (c) Seller shall not participate in any personal business, or investment activity which may be defined as a conflict of interest, whether real or perceived. As a material obligation hereunder, Seller must immediately notify Buyer if, at any time during the term of this Order, Seller becomes aware that it has an actual or potential conflict of interest, the definition of which is defined by FAR 9.5, DFAR 252.209-7009, including without limitation a relationship of any nature which may affect or which may reasonably appear to affect Seller’s objectivity or ability to perform the Work ("Conflict of Interest"). (d) SELLER COMPLIANCE: In performing its obligations under this Order, Seller will not use child labor as defined by local law, will not use forced or compulsory labor, will not physically abuse labor and will respect employees’ rights to choose whether to be represented by third parties and to bargain collectively in accordance with local law. In addition, all wage and benefit, working hours and overtime and health, safety and environmental matters, Seller will comply with all applicable laws and regulations. Seller further agrees that, if requested by Buyer, it shall demonstrate, to the satisfaction of Buyer, compliance with all requirements in this paragraph. Buyer shall have the right to inspect any site of Seller involved in work for Buyer, and failure to comply with the obligations in this paragraph shall be cause for immediate termination without penalty or further liability to Buyer.

34. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: Seller agrees to comply with all applicable national, state, provincial and local laws, orders, rules, regulations, and ordinances. Seller shall procure all licenses/permits, pay all fees, and other required charges and shall comply with all applicable guidelines and directives of any local, state and/or federal government authority and regulations. (a) Buyer may proceed as provided for in subparagraph (c) below if, as a result of any violation of applicable laws, orders, rules, regulations, or ordinances by Seller, its officers, employees, agents, suppliers, or subcontractors at any tier: (1) Buyer’s contract price or fee is reduced; (2) Buyer’s costs are determined to be unallowable; (3) any fines, penalties, withholdings, or interest are assessed on Buyer; or (4) Buyer incurs any other costs or damages. (b) Buyer may also proceed as provided for in subparagraph (c) below where submission of cost or pricing data is required or requested at any time prior to or during performance of this Order, if Seller or its lower-tier subcontractors: (i) fail to submit and/or certify cost or pricing data that are defective with notice of applicable cutoff dates; and (ii) upon Buyer’s request to provide cost or pricing data, submit cost or pricing data, whether certified or not certified at the time of submission, as a prospective subcontractor, and any such data are defective as of the applicable cutoff date on Buyer’s Certificate of Current Cost or Pricing Data; (3) claim an exception to a requirement to submit cost or pricing data and such exception is invalid; (4) furnish data of any description that is inaccurate; or, (5) if the U.S. Government alleges any of the foregoing, and, as a result: (i) Buyer’s contract price or fee is reduced; (ii) Buyer’s costs are determined to be unallowable; (iii) any fines, penalties, withholdings, or interest are assessed on Buyer; or (iv) Buyer incurs any other costs or damages. (c) Upon the occurrence of any of the circumstances in subparagraphs (a) or (b) above, other than withholdings identified in paragraphs (b)(5)(ii) and (iii), Buyer may make a reduction of corresponding amounts (in whole or in part) in the price of this Order or any other contract with Seller, and/or may demand payment (in whole or in part) of the corresponding amounts. Seller shall promptly pay amounts so demanded. In the case of withholdings, Buyer may withhold the same amount from Seller under this Order.

35. COMPLIANCE WITH THE U.S. FOREIGN CORRUPT PRACTICES ACT/FACILITATION PAYMENTS: Seller certifies and represents that it is familiar with the requirements of the U.S. Foreign Corrupt Practices Act ("FCPA"), the U.K. Bribery Act, and any applicable local or foreign laws, ordinances, and regulations regarding payments, gratuities, or bribes to government personnel. Seller agrees that in the performance of this Order, Seller, including its officers, directors, agents, employees, independent contractors, and subcontractors, will comply with the FCPA, the U.K. Bribery Act, and any applicable local or foreign anti-corruption laws, ordinances, or regulations. To the extent there are any inconsistencies between the FCPA, the U.K. Bribery Act, and any applicable local or foreign anti-corruption laws, ordinances, or regulations, the more restrictive shall apply. Buyer may terminate this Order for default, and seek all remedies for material breach of contract, if Seller violates or is subject to a bona fide allegation that Seller violated the FCPA, the U.K. Bribery Act, and any applicable local or foreign anti-corruption laws, ordinances, or regulations. At its sole discretion, Buyer may institute a 10 percent withholding against Seller’s invoices pending the resolution of any bona fide allegation of a potential conflict of interest, the definition of which is defined by FAR 9.5, DFAR 252.209-7009, including without limitation a relationship of any nature which may affect or which may reasonably appear to affect Seller’s objectivity or ability to perform the Work ("Conflict of Interest"). Seller agrees to promptly notify Buyer of any allegations against Seller, including its officers, directors, agents, employees, independent contractors, and subcontractors, regarding the violation of the FCPA, the U.K. Bribery Act, and any applicable local or foreign anti-corruption laws, ordinances, or regulations. Seller agrees to indemnify Buyer against any and all risks of loss associated with any violations, or allegations of a violation, by Seller, including its officers, directors, agents, employees, independent contractors, and subcontractors, of the FCPA, the U.K. Bribery Act, or any applicable local or foreign anti-corruption laws, ordinances, or regulations.

Seller agrees to indemnify Buyer against any and all risks of loss associated with any violations, or allegations of a violation, by Seller, including its officers, directors, agents, employees, independent contractors, and subcontractors, regarding the violation of the FCPA, the U.K. Bribery Act, and any applicable local or foreign anti-corruption laws, ordinances, or regulations. Seller shall promptly notify Buyer of any material changes to any prior disclosures or certifications regarding the FCPA, the U.K. Bribery Act, and any applicable local or foreign anti-corruption laws, ordinances, or regulations. Seller shall promptly notify Buyer of any material changes to any prior disclosures or certifications regarding the FCPA, the U.K. Bribery Act, and any applicable local or foreign anti-corruption laws, ordinances, or regulations. Seller shall promptly notify Buyer of any material changes to any prior disclosures or certifications regarding the FCPA, the U.K. Bribery Act, and any applicable local or foreign anti-corruption laws, ordinances, or regulations. Seller shall promptly notify Buyer of any material changes to any prior disclosures or certifications regarding the FCPA, the U.K. Bribery Act, and any applicable local or foreign anti-corruption laws, ordinances, or regulations. Seller shall promptly notify Buyer of any material changes to any prior disclosures or certifications regarding the FCPA, the U.K. Bribery Act, and any applicable local or foreign anti-corruption laws, ordinances, or regulations. Seller shall promptly notify Buyer of any material changes to any prior disclosures or certifications regarding the FCPA, the U.K. Bribery Act, and any applicable local or foreign anti-corruption laws, ordinances, or regulations. Seller shall promptly notify Buyer of any material changes to any prior disclosures or certifications regarding the FCPA, the U.K. Bribery Act, and any applicable local or foreign anti-corruption laws, ordinances, or regulations.
Order, including documentation confirming that all payments made by Seller in connection with the performance of this Order are made in consideration for bona fide services or goods provided to Seller. Seller and Buyer agree that all payments by Seller in connection with the performance of this Order will be by check or bank transfer and that no payments will be made in cash or by bearer instruments, except for de minimis or petty cash payments made in the normal course of business, and that no payments will be made through an intermediary other than a financial institution in the normal course of Seller’s business operations. Additionally, all payments owed to Seller or Buyer will be made directly to that party and all payments to foreign parties will be made in the foreign country at issue. Seller shall fully cooperate with and agrees to provide Buyer or Buyer’s third party professional service provider, with all documents and other information requested by Buyer for purposes of auditing or verifying compliance with all laws and regulations, including U.S. laws and regulations such as the FCPA, that are applicable to the Parties’ relationship or to this Order.

Seller shall not subcontract any portion of the work required under this Order to any entity without prior approval by Buyer. Prior to seeking Buyer’s consent to subcontract, Seller shall conduct due diligence to confirm the proposed-subcontractor’s compliance with the FCPA, the U.K. Bribery Act, and any applicable local or foreign anti-corruption laws, ordinances, or regulations.

Seller will not make any facilitation payments, or payments of cash or the provision of a small gift to a low level foreign official, for the sole purpose of expediting or securing the performance of any governmental action. Facilitation payments do not include payment of established fees for government services.

36. GRATUITIES/KICKBACKS: No gratuities (in the form of entertainment, gifts, travel, or anything of value) or kickbacks shall be offered or given by Seller or any agent, representative, affiliate or subcontractor of Seller to any officer or employee of Buyer’s customer or Buyer. This restriction specifically prohibits the direct or indirect inclusion of any kickback amounts in any invoices or billings submitted under this Order or any other agreement with Buyer. Buyer may, by written notice to Seller, immediately terminate the right of Seller to proceed under this Order if it is found that gratuities (in the form of entertainment, gifts, travel or anything of value) or kickbacks were offered or given by Seller, or by any agent or representative of Seller, to any officer or employee of Buyer’s customer or Buyer.

37. FOREIGN TRANSACTIONS AND EXPORT CONTROL: Seller, at its sole expense, agrees to comply with all laws and regulations of the United States and other countries related to exports and imports including obtaining all required authorizations from the U.S. or other applicable governments. Seller shall immediately notify Buyer Representative if Seller’s export privileges are denied, suspended or revoked in whole or in part by any U.S. or other government entity or agency. Buyer may deem Seller’s failure to comply with the requirements of this Article a material failure to perform under this Order that shall subject Seller to termination in accordance with Article 21, Termination.

(a) ITAR CONTROLLED HARDWARE, TECHNICAL DATA OR SERVICES.

Seller is hereby notified that certain hardware (e.g., finished goods, parts, components, accessories, attachments, samples, prototypes, test equipment, firmware, software, or systems), technical data (e.g., technical specifications, drawings, photos, instructions, or other technical information in any form), technical specifications, drawings, photos, instructions, or other technical information in any form), or subcontractors at any tier, in the performance of any of its obligations under this clause.

(c) U.S. ECONOMIC AND TRADE SANCTIONS. Seller understands that the Office of Foreign Assets Control (OFAC) of the U.S. ITAR-controlled hardware, technical data, or services provided by Buyer to non-U.S. persons employed by or associated with Seller, whether located in the U.S. or not, without U.S. Government authorization and permission from Buyer.

(3) Seller agrees that it will indemnify Buyer of the export control status of all hardware, technical data, and/or services sold to Buyer under this Order to include clearly marking all hardware and/or technical data.

(4) Where Seller is a signatory under a Buyer export authorization, Seller shall provide prompt notification to Buyer Representative in the event of changed circumstances including, but not limited to, ineligibility, a violation or potential violation of export regulations that could affect Seller’s performance under this Order.

(5) Seller shall indemnify Buyer and be solely responsible for all losses, claims, causes of action, damages, liabilities and expense, including attorney’s fees 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 clause.
38. CUSTOMS:

(a) Credits and Refunds. Transferable credits or benefits associated with or arising from Items purchased under this Order, including trade credits, export credits or rights to the refund of duties, taxes or fees, belong to Buyer. Seller will, at its expense, provide all information necessary (including written documentation and electronic transaction records in Buyer-approved formats) to permit Buyer to receive these benefits, credits, or rights. Seller will furthermore, at its expense, provide Buyer with all information, documentation, and electronic transaction records relating to the items necessary for Buyer to fulfill any customs-related obligations, origin marking or labeling requirements and certification or local content reporting requirements, to enable Buyer to claim preferential duty treatment for items eligible under applicable trade preference regimes, and to make all arrangements necessary with any agencies to be covered by any duty deferral or free trade zone programs(s) of the country of import. Seller will, at its expense, provide Buyer or Buyer’s nominated service provider with export documentation to enable the items to be exported, and obtain all export licenses or authorizations necessary for the export of the items unless otherwise indicated in this Order, in which event Seller will provide all information as may be necessary to enable Buyer to obtain such licenses or authorizations(s).

(b) Customs-Trade Partnership Against Terrorism. To the extent any item covered by this Order is to be imported into the United States of America, if requested by Buyer, Seller shall comply with all applicable recommendations or requirements of the Bureau of Customs and Border Protection’s Customs-Trade Partnership Against Terrorism (“C-TPAT”) initiative. Upon request, Seller shall certify in writing its compliance with all applicable recommendations or requirements of the C-TPAT initiative.

39. PROHIBITED SOFTWARE:

(a) This clause only applies to Services/Items that include the delivery of software.

(b) As used herein, “Prohibited License” means the General Public License (“GPL”) or Lesser/Library GPL, the Artistic License (e.g., PERL), the Mozilla Public License, the Netscape Public License, the Sun Community Source License, the Sun Industry Standards License, or variations thereof, including without limitation licenses referred to as “GPL-Compatible, Free Software License.”

(c) As used herein, “Prohibited Software” means software that incorporates or embeds software in, or integrates software in connection with, as part of, bundled with, or alongside any (1) open source, publicly available, or “free” software, library or documentation; (2) software that is licensed under a Prohibited License; or (3) software provided under a license that: (i) subjects the delivered software to any Prohibited License; (ii) requires the delivered software to be licensed for the purpose of making derivative works or be redistributable at no charge; or (iii) obligates Buyer to sell, loan, distribute, disclose or otherwise make available or accessible to any third party: i. The delivered software, or any portion thereof, in object code and/or source code formats; or ii. Any items incorporating the delivered software, or any portion thereof, in object code and/or source code formats.

(d) Unless Seller has obtained Buyer’s prior written consent, which Buyer may withhold in its sole discretion, Seller shall not use in connection with this Order, or deliver to Buyer, any Prohibited Software.

(e) Seller agrees to defend, indemnify, and hold harmless Buyer, its customers and suppliers from and against any claims, damages, losses, costs, and expenses, including reasonable attorneys’ fees, to the extent Seller caused Buyer to use or deliver Prohibited Software in connection with this Order.

40. COMPLIANCE WITH ENVIRONMENTAL LAWS:


(b) Seller hereby represents and warrants that the Items contain no asbestos containing materials, mercury, cadmium, hexavalent chromium, polybrominated biphenyls, chlorofluorocarbons, or polybrominated diphenyl ethers or other substance, in a quantity other than in applicable exemptions or exceptions. Seller agrees to notify Buyer if any Item, or any portion thereof, in object code and/or source code formats.

(c) Seller hereby represents and warrants that the Items contain no asbestos containing materials, mercury, cadmium, hexavalent chromium, polybrominated biphenyls, chlorofluorocarbons, or polybrominated diphenyl ethers or other substance, in a quantity other than in compliance with the Environmental Laws, the use of which is banned by any Environmental Law.
d) Buyer may sell products containing Seller’s Items in California, and Seller shall disclose in writing to Buyer all materials and components in the items, and the amounts therein, that require labeling under California Proposition 65 or the laws of other states.

e) As soon as Seller is aware of any non-compliance but in no event any later than prior to the shipment of any Item, Seller shall identify in writing to Buyer (e.g., in a Safety Data Sheet): a) any and all components and materials contained in the Items that may require recycling or other treatment during the product lifecycle under the laws and regulations implementing the Environmental Laws; and b) the location of any component or material that is hazardous within the meaning of the Environmental Laws, and any Item that is required by the Environmental Laws to be marked shall be so marked by Seller.

f) Seller shall, upon request, provide Buyer with written confirmation of its compliance with the Environmental Laws, in the form, manner, and within the timeframe reasonably directed by Buyer, including but not limited to, evidence that Seller has registered, notified and communicated supplied materials for Buyer’s intended use as required by the Environmental Law.

g) Buyer shall have the right to audit Seller’s compliance with the Environmental Laws. Seller shall provide Buyer with all such information and documentation that it may reasonably require (including access to its staff and facilities) to enable Buyer to satisfy itself of Seller’s compliance with all Environmental Laws and that the warrantory contained in subsection (a) above remains true and accurate.

h) Seller shall bear all costs and expenses, including those related to recycling, taking back the Items, arising out of or related to either Buyer or Seller complying with the Environmental Laws and placing the Items on, or their importation into, any jurisdiction worldwide.

i) Seller shall indemnify and hold harmless Buyer from any cost, expense, liability or damage suffered by Buyer by reason of any breach or alleged breach of any of the Environmental Laws arising out of or related to the Items.

41. TOXIC, HAZARDOUS OR CARCINOGENIC SUBSTANCES AND SUBSTANCES OF VERY HIGH CONCERN (SVHC):

(a) Seller shall establish a process to assure that current governmental and safety constraints on restricted, toxic and hazardous substances/materials are in compliance, relative to the purchased Items as stated on purchase orders.

(b) If Seller provides items under this Order which:
   (1) contain a toxic or hazardous substance identified under Occupational Safety and Health Standards, 29 C.F.R. § 1919.20 or 29 C.F.R. § 1910.1000 etc. subpart Z; or
   (2) contain a carcinogenic substance; or
   (3) the use of which is regulated or restricted under 76/769/EC or any other European Community Directive; or
   (4) contain SVHCs or materials requiring registration, notification or communication under REACH; or
   (5) contain substances or materials that are regulated as waste by RCRA.

Seller shall provide Buyer with a Safety Data Sheet (meeting the requirements of 29 C.F.R. § 1910.1200(g) and the latest revision of Federal Standard No 313 and REACH), that shall include information on the presence of all chemical substances in the Item, including concentrations of chemicals equal to or greater than 0.1% and any other information required by any applicable law. Seller shall provide this information to Buyer prior to the initial shipment of the item and again with the initial shipment of the item. When a change in formulations occurs Seller shall provide Buyer with a copy of any new restrictions on handling, use, or disposal and receive approval from Buyer prior to shipment. Seller shall label each container of such Items in a clearly legible and conspicuous form, stating that a toxic or hazardous substance is contained therein, and providing Buyer with a copy of any existing or new restrictions on handling or use. Material Safety Data Sheets for all other materials shall be retained by Seller and made available to Buyer upon request.

(c) Notwithstanding anything in this Order to the contrary, for Items supplied to Buyer as a Department of Defense contractor or subcontractor at any tier, nothing herein shall require or permit Seller to change in any manner the lead composition of any Item without the prior written approval of Buyer.

42. OZONE DEPLETING SUBSTANCES: Seller agrees that the Items delivered hereunder shall be accurately labeled in accordance with the requirements of Section 611 of the 1990 Clean Air Act Amendments and the regulations promulgated thereunder, including but not limited to requirements contained in 40 C.F.R. §§ 82.114 and 82.116. At Buyer’s request, Seller shall certify in a form satisfactory to Buyer whether the Items were manufactured with a controlled substance, as defined in 40 C.F.R. § 82.104.

43. HAZARDOUS CONDITIONS:

All supplied items that are Articles (as defined under Environmental Laws) must conform to appropriate and applicable commercial (ANSI) standards and practices. Articles must be provided with any information, necessary data, and certifications as necessary for proper and safe use by Buyer either directly or when incorporated within a product or service provided by Buyer. Required information must address the items life cycle, including disposal.

44. NON-SOLICITATION: To the maximum extent consistent with all applicable law, during the term of this Order, and for a period of twenty-four (24) months following termination of this Order, Seller shall not, on its own behalf or pursuant to an arrangement with a third party, solicit for employment, employ or otherwise engage the services of employees or individual consultants of Buyer that are directly related to this Order or Buyer’s Government Contract.

45. BANKRUPTCY: If Buyer enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Seller shall furnish by certified mail written notification of the bankruptcy to Buyer. This notification shall include the date on which the bankruptcy petition was filed.

46. APPLICABLE LAW AND DISPUTES: This Agreement shall be construed and governed in accordance with the Commonwealth of Virginia, excluding its choice of law statutes. Jurisdiction and venue for any suit between THE PARTIES hereto arising out of or connected with this Agreement, or the Services and Products furnished hereunder, shall be in Fairfax County, Virginia, except that any action in ITEM 2 of this Order (i.e., FAR, DFARS, NFS, FAA AMS or other U.S. Government contract clauses and certifications) shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the Federal government.

Seller consents to personal jurisdiction in the Commonwealth of Virginia and any litigation under this Order, if commenced by Seller, must be brought exclusively in a Court of competent jurisdiction in Fairfax County, Virginia, without regard to conflicts of law principles. The Parties hereby mutually agree to waive their respective rights to trial by jury. The rights and remedies herein reserved to Buyer shall be cumulative and additional to any other or further rights and remedies provided in law or equity. Subject to any specific provisions in this Order, including clause 46(e), Seller shall be liable for any damages incurred by Buyer as a result of Seller’s failure to perform its obligations in the manner required by this Order.


47. GENERAL RELATIONSHIP: Seller’s relationship to Buyer in the performance of this Order is that of an Independent Contractor. Neither Seller nor any of the persons utilized by Seller to furnish materials or perform work or Services under this Order are employees of Buyer. Seller shall, at its own expense, comply with all applicable laws and regulations and assume all liabilities and obligations imposed by such laws and regulations with respect to this Order. Seller agrees that neither it nor its personnel are employees of Buyer, or provided to any benefits provided or rights guaranteed by Buyer, or by operation of law, to Buyer’s respective employees, including but not limited to group insurance, liability insurance, disability insurance, paid vacation, sick leave or other leave, retirement plans, health plans, stock options and the like. Seller shall be responsible for and hold harmless Buyer and its customers from and against 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 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. Buyer shall be solely responsible for all liaison and coordination with Buyer customer, including the Government, as it affects the applicable Government Contract, this Order, and any related contract. Unless otherwise directed in writing by Buyer’s Representative, all documentation requiring submittal to, or action by, the Government or the Contracting Officer shall be routed to, or through, Buyer’s Representative, or as otherwise permitted by Order.

48. NO WAIVER OF CONDITIONS: Buyer’s failure to insist upon or enforce strict compliance by Seller with any aspect of this Order shall not be deemed a waiver or relinquishment to any extent of any of Buyer’s right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same shall remain in full force and effect. Waiver of a right under this Order shall not constitute a waiver of any other right, waiver or default under this Order.

49. SEVERABILITY: If any part, term, or provision of this Order shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Order, the validity of the
remaining portions of provisions shall not be affected thereby. In the event that any part, term or provision of this Order is held void, illegal, unenforceable, or in conflict with any law of the federal, state, or local government having jurisdiction over this Order, Seller agrees to negotiate a replacement provision, construed to accomplish its originally intended effect, that does not violate such law or regulation.

50. SURVIVABILITY: If this Order expires, is completed, or is terminated for default or convenience, Seller shall not be relieved of those obligations contained in this Order for the following provisions:
(a) Item Support, Article 8; Price, Payment and Close-Out, Article 10; Offset/Countertrade Credit, Article 11; Patent/Intellectual Property Indemnity By Seller, Article 24; Warranty, Article 26; Risk of Damage/Indemnity Against Claims/Limitation of Liability, Article 27; Insurance, Article 28; Non-Disclosure and Confidential Relationship, Article 30; Applicable Law and Disputes, Article 46; Compliance with Federal, State and Local Laws, Article 35; Foreign Transactions and Export Control, Article 37; Compliance With Hazardous Substances and Waste Recycling Laws, Article 40; Non-Solicitation, Article 44; and General Relationship, Article 47.
(b) Those United States Government flowdown provisions that, by their nature, should survive.

51. ARTICLE HEADINGS: The headings and subheadings of Articles contained herein are used for convenience and ease of reference and do not limit the scope or intent of the Article.

52. CERTIFICATIONS: By accepting this Order, Seller certifies that:
(a) there is no litigation or proceeding pending, and that none are anticipated (e.g. claims of fraud, waste or abuse, debarment proceedings, or criminal allegations, against it or any of its officers or employees that may restrict, invalidate or void the Items or Services contemplated by this Order or render the continuation of such Order inadvisable);
(b) Seller has reviewed the Order and that no person that it provides to perform any services included therein has any legal restrictions as a result of government service that would be pertinent to the Order that would prevent such person from reasonably performing the work contemplated (e.g., post-employment restrictions related to representing a company to the Government, accepting compensation for these services or improperly using or disclosing non-public information in these duties);
(c) if this effort includes support for a competitive proposal, that no person Seller provides for performance of this Order will have worked on the same or a directly related effort for any company in competition with Buyer for this work;
(d) Seller has taken reasonable steps to identify and prevent the conflicts referenced above related to the personnel it provides for performance of this Order; and
(e) A duly authorized representative of Seller has attested to and executed Seller’s Annual Certification. Seller further agrees to furnish to Buyer or directly to Buyer’s Customer, upon Buyer’s request, any certificate required to be furnished under any provisions of this Order, including the clauses set forth and incorporated in Item 2 of this Order.
ITEM 2 – FAR AND DFARS CLAUSES APPLICABLE IF THIS ORDER IS PLACED UNDER BUYER CONTRACT CONTAINING SUCH CLAUSES

I. FAA AMS CLAUSES

When the items or services furnished are in connection with Buyer’s Government Contract or subcontract, in addition to the provisions of ITEM 1, the provisions which Buyer has marked in the following list shall apply as required by the terms of the Government Contract or by operation of law or regulation. The marked FAA AMS clauses, in addition to or in lieu of the FAR clauses set forth above, are hereby incorporated by reference, as applicable, and made a part of this Order:

ITEM 3 – FAR AND DFARS CLAUSES APPLICABLE IF THIS ORDER IS PLACED UNDER BUYER CONTRACT CONTAINING SUCH CLAUSES

A. APPLICABLE TO ALL ORDERS:

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<td>Definitions [NOV 2013]</td>
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<td>Price or Fee Adjustment for Illegal or Improper Activity [MAY 2014]</td>
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<tr>
<td>52.203-11</td>
<td>Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions [SEP 2007]</td>
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<td>52.203-13</td>
<td>Contractor Code of Business Ethics and Conduct [M] [OCT 2015]</td>
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<td>52.204-2</td>
<td>Security Requirements [M] (applies if work involves access to classified information) [AUG 1996] (Alternates I and II apply if in Buyer’s Government Contract)</td>
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<td>52.204-3</td>
<td>Taxpayer Identification [OCT 1998]</td>
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<td>52.204-4</td>
<td>Printed or Copied Double-Sided on Post Consumer Fiber Content Paper [MAY 2011]</td>
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<td>52.204-5</td>
<td>Women-Owned Business (Other Than Small Business) [OCT 2014]</td>
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<td>52.204-6</td>
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<td>52.204-7</td>
<td>System for Award Management [OCT 2016]</td>
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<td>Annual Representations and Certifications [OCT 2016]</td>
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<td>52.204-9</td>
<td>Personal Identity Verification of Contractor Personnel [M] (applies if work requires routine access to a Federally-controlled facility and/or to a Federally-controlled information system) [JUL 2013]</td>
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<td>52.207-4</td>
<td>Economic Purchase Quantity – Supplies [AUG 1987]</td>
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<td>52.207-5</td>
<td>Option to Purchase Equipment (applies if Order involves a lease with option to purchase) [FEB 1995]</td>
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<td>52.208-8</td>
<td>Required Sources for Helium and Helium Usage Data [M] (applies if Orders involves a major helium requirement) [APR 2014]</td>
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<td>52.209-2</td>
<td>Prohibition on Contracting With Inverted Domestic Corporations- Representation [NOV 2015]</td>
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<td>52.209-4</td>
<td>First Article Approval – Government Testing (Alternate I or II apply if in Buyer’s Government Contract) [SEP 1989]</td>
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<td>Certification Regarding Responsibility Matters [OCT 2015]</td>
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<td>52.209-9</td>
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<td>Defense Priority and Allocation Requirements [M] (applies to Orders that contain a DPAS rating) [APR 2008]</td>
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<td>52.215-6</td>
<td>Place of Performance [OCT 1997]</td>
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<td>52.215-9</td>
<td>Changes or Additions to Make-or-Buy Program [OCT 1997]</td>
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<td>52.215-20</td>
<td>Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (Alt I, Alt II, Alt III, and/or Alt IV apply if included in Buyer’s Government Contract) [OCT 2010]</td>
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<td>52.215-21</td>
<td>Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications (Alt I, Alt II, Alt III, and/or Alt IV apply if included in Buyer’s Government Contract) [OCT 2010]</td>
</tr>
<tr>
<td>52.215-22</td>
<td>Limitations On Pass-Through Charges- Identification of Subcontract Effort [OCT 2009]</td>
</tr>
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</table>

In addition to the provisions of ITEM 1, the following provisions shall apply as required by the terms of Buyer’s Government Contract or by operation of law or regulation. The following Federal Acquisition Regulation (FAR) Clauses are hereby incorporated by reference, as applicable, and made a part of this Order.
52.222-20 Contracts for Material, Supplies, Articles and Equipment Exceeding $15,000 [MAY 2018]

52.222-36 Equal Opportunity for Workers With Disabilities [M] (Para.b)(2) is revised to delete “provided by or through the Contracting Officer” and insert “provided upon request by the Contracting Officer through Buyer.” [JUL 2014]

52.222-6 Promoting Excess Food Donation to Nonprofit Organizations [M] (applies to all contracts, task orders, delivery orders, purchase orders, and other similar instruments greater than $25,000 with its subcontractors or suppliers, at any tier, who will perform, under this contract, the provision, service, or sale of food in the United States) [MAY 2014]

D. ORDERS EXPECTED TO EXCEED $30,000
52.209-6 Protecting the Government’s Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment [M] (applies to first tier subcontractors exceeding $35,000; Seller shall furnish to Buyer the information required by Para. (b)(1)) [OCT 2015]

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (applies to Orders expected to exceed $30,000) [OCT 2016]

E. ORDERS EXPECTED TO EXCEED $100,000 AND/OR THE SIMPLIFIED ACQUISITION THRESHOLD ALSO INCLUDE:
52.203-6 Restrictions on Subcontractor Sales to the Government [M] [SEPT 2006]

52.203-7 Anti-Kickback Procedures [M] (applies to Orders exceeding $150,000) (exclude paragraph (c)(1)(i)) (In paragraph (c)(4) delete “[T]he contracting officer may” and replace with “[T]o the extent the Contracting Officer has made an offer to Buyer’s Government Contract or directed Buyer to withdraw an amount, Buyer may...”) [MAY 2014]

52.203-12 Limitation on Payments to Influence Certain Federal Transactions [M] (applies to Orders exceeding $150,000) [OCT 2010]

52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights [M] [APR 2014]

52.210-1 Market Research (applies to order valued above the simplified acquisition threshold for items other than commercial items) [APR 2011]

52.215-2 Audit and Records – Negotiation [M] (Alt I and/or III apply if included in Buyer’s Government Contract) [OCT 2010]

52.215-14 Integrity of Unit Prices [M] (exclude Para. (b), but include Para. (b) in Alternate I (a)) [OCT 2010]

52.222-35 Equal Opportunity for Workers With Disabilities [M] (unless exempted by rules, regulations or orders of the Secretary of Labor) [OCT 2015] and Alt I [JUL 2014]

52.222-37 Employment Reports Veterans [M] (unless exempted by rules, regulations or orders of the Secretary of Labor) [FEB 2016]

52.227-1 Authorization and Consent [M] (applies to all subcontracts with a value expected to exceed the simplified acquisition threshold) [DEC 2007]

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement [M] (applies to all subcontracts with a value expected to exceed the simplified acquisition threshold) [DEC 2007]

52.237-10 Identification of Uncompensated Overtime (applies to orders for professional or technical services) [MAR 2015]

52.248-1 Value Engineering [M] (Note 3) [OCT 2010] (Alternates I, II, and/or III apply if in Buyer’s Government Contract)

F. ORDERS EXPECTED TO EXCEED THE APPLICABLE THRESHOLD IN AFFECT AT TIME OF PRIME CONTRACT AWARD INCLUDE:
52.219-9 Small Business Subcontracting Plan [M] (Alt I, Alt II and/or Alt III apply if included in Buyer’s Government Contract) [JAN 2017]

52.219-16 Liquidated Damages-Subcontracting Plan [JAN 1999]

52.214-26 Audit and Records – Sealed Bidding [M] (applies to orders expected to exceed the threshold for submitting cost and pricing data in FAR 5.403-4(a)(3)) [OCT 2010]

52.214-27 Price Reduction for Defective Certified Cost or Pricing Data – Modifications – Sealed Bidding (applies to Orders expected to exceed the threshold for submitting cost and pricing data in FAR 5.403-4(a)(1)) (Note 1) [AUG 2011]

52.214-28 Subcontractor Certified Cost or Pricing Data – Modifications – Sealed Bidding [M] (applies to Orders over the threshold for submitting cost and pricing data in FAR 15.403-4(a)(1)) [OCT 2010]

52.215-15 Pension Adjustments and Asset Reversions [M] (applies to Orders that meet FAR 15.408(g)) [OCT 2010]

52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits [PRB] Other Than Pensions [M] (applies to Orders that meet FAR 15.408(j)) [JUL 2005]

52.215-19 Notification of Ownership Changes [M] (applies to Orders that meet FAR 15.406(k)) [OCT 1997]

52.215-24 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications [OCT 2010] (Alt I – IV apply if included in Buyer’s Government Contract)

52.230-1 Cost Accounting Standards Notices and Certifications [I] if applies in Buyer’s Government Contract) [OCT 2015]

52.230-2 Cost Accounting Standards [M] (exclude Para. (b)(ii) (see Para. (d) for effective date of clause) [OCT 2015]


52.230-4 Disclosure and Consistency of Cost Accounting Practices—Foreign Concerns [M] [OCT 2015]

52.230-5 Cost Accounting Standards – Educational Institution [M] (exclude Para. (b)(ii)) [AUG 2016]

52.230-6 Administration of Cost Accounting Standards [M] [JUN 2010]

G. ORDERS UNLESS OTHERWISE EXEMPT ALSO INCLUDES:
52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (Seller shall provide Buyer or, upon Buyer’s request, the Government, with cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed in FAR 15.406-2) (the term “Contracting Officer” in (c)(1) remains the Government Contracting Officer) (Note 1) [AUG 2011]

52.215-15 Price Reduction for Defective Certified Cost or Pricing Data – Modifications (Seller shall provide Buyer or, upon Buyer’s request, the Government with cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed in FAR 15.406-2) (the term “Contracting Officer” in (c)(1) remains the Government Contracting Officer) (Note 1) [AUG 2011]

52.215-12 Subcontractor Certified Cost or Pricing Data [M] (applies to Orders over the threshold for submitting cost and pricing data in FAR 15.403-4) [OCT 2010]

52.215-13 Subcontractor Certified Cost or Pricing Data – Modifications [M] (applies to Orders over the threshold for submitting cost and pricing data in FAR 15.403-4) [OCT 2010]

52.215-16 Facilities Capital Cost of Money (applies to Orders that meet FAR 15.408(h)) [JUN 2003]

52.215-17 Waiver of Facilities Capital Cost of Money (applies to Orders that meet FAR 15.408(j)) [OCT 1997]

H. ORDERS EXPECTED TO EXCEED $5,000,000 ALSO INCLUDE:
52.203-13 Contractor Code of Business Ethics and Conduct [M] (applies where performance period is more than 120 days; “Government” and “Contracting Officer” do not change) [OCT 2015]

52.203-14 Display of Hotline Poster(s) [M] (applies unless this Order is for the acquisition of a commercial item or is performed entirely outside the United States) [OCT 2015]

52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation (applies to Orders over $10,000,000 if Seller is a first-tier subcontractor) [FEB 1999]

I. ADDITIONAL CLAUSES:
1. TRUTH IN NEGOTIATIONS (COST AND PRICING DATA)
(a) Unless exempt, Seller shall submit a FAR Part 15 compliant cost proposal inclusive of appropriate updates throughout the negotiation process. At the conclusion of negotiations, and regardless of any prior certification, Seller must certify as to the accuracy, currency and completeness of its information in accordance with the FAR required Certificate of Current Cost or Pricing Data. [OCT 2010]

(b) Indemnification. If any price (including profit or fee) negotiated in connection with Buyer’s Government Contract or any cost that is reimbursable under said contract is reduced because cost or pricing data furnished by Seller in connection with any proposal submitted by Buyer relating to said contract or in connection with this Purchase Order was not accurate, complete, or current, Seller shall indemnify Buyer in the amount of said reduction. The phrase “cost or pricing data” as used herein shall be deemed to include any such data which related to a
lower-tier prospective or actual subcontract, at any level, which was submitted by Seller or which it procured by submission of, in connection with the aforesaid proposal or this Order in support of its cost estimate. If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, Seller shall be liable and shall pay Buyer at the time such overpayment is repaid:

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to Seller to the date Buyer is repaid by Seller at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) For Department of Defense contracts only, a penalty equal to the amount of the overpayment, if Seller knowingly submitted cost or pricing data which were incomplete, inaccurate, or non-current.

At Buyer’s election, Buyer may set off against any amounts due or to become due to Seller from Buyer, whether or not under this Order, all amounts by which this order has been reduced as set forth above. Notwithstanding the remedies available to Buyer under this Article, Seller shall indemnify and hold harmless Buyer from and against any and all loss or damage, including Buyer's costs, attorney’s fees, any penalties resulting from any and all determinations by Buyer’s customer set forth in this subparagraph.

c) Cost or Pricing Data for Changes. Prior to the pricing of any change or other modification to this Order, if such Order involves an increase and/or decreases in costs plus applicable profit expected to exceed the threshold for submission of cost or pricing data, subcontractors shall submit cost or pricing data and shall certify that the data, as defined in Federal Acquisition Regulation 15.406-2, submitted either actually or by specific identification in writing, are accurate, complete, and current as of the date of completion of negotiations. When required to obtain cost or pricing data from its subcontractors, pursuant to the provisions of this Order, Seller shall obtain such data.

2. DEPARTMENT OF LABOR CLAUSES

(a) In accordance with Executive Order 13496, when the items and/or services furnished are for use in connection with a Government Contract or subcontract, and the Order is expected to exceed $10,000 and is not otherwise exempt, in addition to the provisions of ITEM-1, the Employee Notice Clause at 29 CFR Part 471, Appendix A to Subpart A is hereby incorporated by reference and made a part of this Order. Seller is required to flow down this Employee Notice Clause in all subcontracts expected to exceed $10,000 that are not otherwise exempt.

(b) When the items and/or services furnished are for use in connection with a Government Contract or subcontract, and the Order is expected to exceed $10,000 and is not otherwise exempt, in addition to the provisions of ITEM-1, the following is incorporated into this Order: 41 CFR 60-741.5(a). This contractor and subcontractor 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 contracts and subcontractors to employ and advance in employment qualified individuals with disabilities.

(c) When the items and/or services furnished are for use in connection with a Government Contract or subcontract, and the Order is expected to exceed $100,000 and is not otherwise exempt, in addition to the provisions of ITEM-1, the following is incorporated into this Order: 41 CFR 60-300.5(a). This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contracts and subcontractors to employ and advance in employment qualified protected veterans.

3. FAA AMS CLAUSES

When the items and/or services furnished are for use in connection with Buyer’s Government Contract or subcontract, in addition to the provisions of ITEM-1, the provisions of which Buyer has marked in the following list shall apply as required by the terms of the Government Contract or operation of law or regulation. The marked FAA AMS clauses, in addition to or in lieu of the FAR clauses set forth above, are hereby incorporated by reference, as applicable, and made a part of this Order:

1.13-1 Notice of Earned Value Management System [JULY 2016]
1.13-2 Earned Value Management System [JULY 2016]
1.13-5 Integrated Master Schedule [OCT 2014]
1.13-6 Contractor Integrated Baseline Review [JULY 2016]
3.1-1 Clauses and Provisions Incorporated By Reference [JUL 2011]
3.1-7-1 Exclusion from Future Agency Contracts [M] [AUG 1997]
3.1-7-2 Organizational Conflicts of Interest [M] [APR 2012]
3.1-7-4 Organizational Conflict of Interest- Mitigation Plan Required [APR 2012]
3.1-7-5 Disclosure of Conflicts of Interest [MAR2009]
3.1-7-6 Disclosure of Certain Employee Relationships [M] [JUL 2009]
3.1-8-1 Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity [OCT 2014]
3.1-8-2 Price or Fee Adjustment for Illegal or Improper Activity [OCT 2014]
3.1-9-1 Electronic Commerce and Signature [JUL 2013]
3.2.2.3-1 False Statements in Offers [JUL 2004]
3.2.2.3-2 Minimum Offer Acceptance Period [JUL 2004]
3.2.2.3-3 Affiliated Offerors [JUL 2004]
3.2.2.3-6 Submittals in the English Language [JUL 2004]
3.2.2.3-7 Submittals in U.S. Currency [JUL 2004]
3.2.2.3-8 Audit and Accounting Records (applies to Orders expected to exceed $1 million) [JUL 2010]
3.2.2.3-9 Notice of Possible Standardization [JUL 2004]
3.2.2.3-10 Type of Business Organization [JUL 2004]
3.2.2.3-11 Unnecessarily Elaborate Submittals [JUL 2004]
3.2.2.3-12 Amendments to Screening Information Requests [JUL 2004]
3.2.2.3-13 Submission of Information/Documentation/Offers [JUL 2004]
3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals [JUL 2004]
3.2.2.3-15 Authorized Negotiators [JUL 2004]
3.2.2.3-16 Restricting, Disclosing and Using Data [JUL 2004]
3.2.2.3-17 Preparing Offers [JUL 2004]
3.2.2.3-18 Prospective Offeror's Requests for Explanations [FEB 2009]
3.2.2.3-19 Contract Award [JUL 2004]
3.2.2.3-20 Electronic Offers [JUL 2004]
3.2.2.3-22 Period for Acceptance of Offer [JUL 2004]
3.2.2.3-23 Place of Performance [JUL 2004]
3.2.2.3-24 Changes or Additions to Make-or-Buy Program [JUL 2004]
3.2.2.3-25 Reducing the Price of a Contract or Modification for Defective Cost or Pricing Data [OCT 2011]
3.2.2.3-27 Subcontractor Cost or Pricing Data [M] (applies to Order expected to exceed $1 million) [JUL 2004]
3.2.2.3-29 Integrity of Unit Prices [JUL 2004]
3.2.2.3-30 Termination of Defined Benefit Pension Plans [M] [JUL 2004]
3.2.2.3-31 Facilities Capital Cost of Money [JUL 2004]
3.2.2.3-32 Waiving Facilities Capital Cost of Money [JUL 2004]
3.2.2.3-33 Order of Precedence [MAR 2009]
3.2.2.3-34 Evaluating Offers for Multiple Awards [JUL 2004]
3.2.2.3-35 Annual Representations and Certifications [JUL 2004]
3.2.2.3-36 Reversing or Adjusting of Plans for Postretirement Benefits Other Than Pensions [PRB] [M] (applies to Orders expected to exceed $1 million that require cost or price data) [JUL 2004]
3.2.2.3-37 Notification of Ownership Changes [M] (applies to Orders expected to exceed $1 million that require cost or price data) [JUL 2004]
3.2.2.3-38 Requirements for Certified Cost or Pricing Data or Other Information [JUL 2010]
3.2.2.3-38 Alternate I Requirements for Certified Cost or Pricing Data or Other Information [JUL 2010]
3.2.2.3-38 Alternate II Requirements for Certified Cost or Pricing Data or Other Information [JUL 2010]
3.2.2.3-39 Requirements for Certified Cost or Pricing Data or Other Information -Modifications [JUL 2010]
3.2.2.3-40 Precontract Costs [JUL 2004]
3.2.2.3-45 Material and Workmanship [JUL 2004]
3.14-1  Alternate I Security Requirements - Classified Contracts [OCT 2010]
3.14-2  Contractor Personnel Suitability Requirements [M] [JUL 2016]
3.14-3  Foreign Nationals as Contractor Employees [M] [APR 2014]
3.14-5  Sensitive Unclassified Information [SUI] [JUL 2013]
3.17-1  American Recovery and Reinvestment Act-Reporting Requirements [M] [JUL 2010]
3.17-3  Whistleblower Protections under the American Recovery and Reinvestment Act [M] [JUL 2010]