

Plasan North America Supplemental Terms & Conditions for Project 2523001

PART 1

Capitalized terms shall have the meanings ascribed to them in Plasan NA's General Terms and Conditions of Purchase. Capitalized terms only defined herein shall have those meanings ascribed to them.

"Prime Contract" shall mean, inclusively, the contractual agreement between Plasan NA and its immediate customer (prime contractor) and the contractual agreement between the prime Contractor and the Customer.

"Subcontract" shall mean, inclusively, the Purchase Order, Contract, and PO Documents as defined in the Plasan NA General Terms and Conditions of Purchase.

ARTICLE 1.1 PRIORITY RATING FOR NATIONAL DEFENSE USE

If this Contract is rated under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), as indicated on the cover page hereof, execution of this Subcontract by Subcontractor is deemed to be acknowledgment of the DPAS rating and that Subcontractor shall accept and follow the requirements of that regulation. DPAS rating will be noted on the applicable PO/Change Order when the threshold exceeds one half of the Simplified Acquisition Threshold (SAT).

ARTICLE 1.2 NONDISCLOSURE

- A) Seller agrees not to make use of, or to disclose to third parties, any Proprietary and/or Confidential Information, except in performance of this Contract and as expressly authorized in writing by Plasan NA or, where Customer's or prime contractor's Proprietary and/or Confidential Information is being used or disclosed, by Plasan NA, Prime Contractor and Customer. Subcontractor's obligations under the terms of this provision as it relates to Plasan NA Proprietary and/or Confidential information, shall survive three years beyond the expiration or termination of this Subcontract. Subcontractor's obligations under the terms of this provision as it relates to Customer and prime contractor or third party Proprietary and/or Confidential information, shall survive indefinitely beyond the expiration or termination of this Subcontract or such shorter period as specified by the Client or third party. Nothing herein, however, limits the Subcontractor, in performance of, and subject to the terms of its direct contracts with the Government, from using or disclosing information that the Government owns or has a right to use.
- B) Upon Prime Contractor's prior written approval to provide lower-tier Subcontractors or Consultants access to Prime Contractor's Proprietary and/or Confidential Information or computer business systems, Seller shall require its lower-tier Subcontractors or Consultants to execute a subcontract or a nondisclosure agreement which contains language substantially similar, as applicable, to that set forth in Article 1.2.
- C) Seller shall comply with any stricter non-disclosure/safeguarding of information obligations of Prime Contract, or as may become necessary in performance of this Subcontract. In either case, such obligations will be provided to, or otherwise communicated to, Seller.

ARTICLE 1.3 IN-PROCESS TECHNICAL REVIEW

Seller's performance of the Work shall be subject to in-process technical review by the Prime Contractor Technical Representative or such other person(s) as may be designated in writing by Prime Contractor, provided such actions are not unreasonable and do not interfere with the progress of the Work.

ARTICLE 1.4 RESERVED

ARTICLE 1.7 WARRANTY

A) Seller warrants that:

- 1) it has all rights and capabilities necessary to fulfill the requirements of this Subcontract;
- 2) it shall perform the Work with a degree of skill, care, and judgment which is in accordance with the highest professional standards in the industry; and
- 3) its personnel performing the Subcontract meet or exceed any applicable labor category qualifications contained in the Subcontract or Prime Contract.
- 4) If Seller's Statement of Work involves work for the U.S. Department of Defense, and this Subcontract incorporates by reference DFARS 252.204-7008, 252.204-7012, 252.204-7019, 252.204-7020, 252.204-7021, and 252.239-7010, Seller warrants that it will comply with those clauses and any applicable cybersecurity requirements in the performance of this Subcontract, including any agency-specific enhanced cybersecurity requirements.
- 5) If Seller's Statement of Work involves work for the General Services Administration (GSA), Seller warrants that it will comply with all applicable GSA data security and information safeguarding clauses and any applicable data security and information safeguarding requirements, including but not limited to any clause references and special section (such as H) requirements that are applicable to work performed.

B) Seller warrants that the Work will be executed in strict accordance in all respects with this Subcontract and all applicable requirements of the Contract. This warranty includes the applicable warranty provisions of the Contract and/or the Customer's post-acceptance rights. Seller shall be provided with such prime contract provisions, upon request.

C) Seller warrants that none of the goods or services purchased or provided (including software and all forms of written materials), under this Subcontract, infringes or violates any patent, copyright, trademark, service mark, trade secret, or other proprietary interest of any third party.

D) Seller warrants that all representations and warranties of Seller's contractors and suppliers, together with their service warranties and guarantees, if any, shall inure to Buyer, prime contractor and Customer.

ARTICLE 1.8 INTELLECTUAL PROPERTY

A) Seller shall be subject to, and shall provide the Buyer and Customer with, all intellectual property and rights in data, software, information, or materials required by:

- 1) any Prime Contract clauses provided to Seller;

- 2) this Subcontract; or
- 3) any attachment hereto regarding intellectual property rights.

In addition, Seller agrees that Buyer shall have a fully paid up, unlimited, royalty-free, irrevocable, perpetual, worldwide, non-exclusive right and license to use, ***in connection with the performance of the Prime Contract*** (with the right to sublicense), any Seller data and any and all Intellectual Property conceived, developed, generated, or delivered in the performance of this Subcontract for the performance of the Prime Contract. For the purpose of this provision, the term “Intellectual Property” means designs, methods, concepts, layouts, software, inventions (whether or not patented or patentable), copyrights, trademarks, discoveries, improvements, mask works, ideas, works of authorship, derivative works, improvements, processes and similar proprietary matter. The right to “use” includes the rights to make, have made, sell, offer for sale, execute, reproduce, display, perform, distribute (internally or externally) copies of, and to prepare derivative works from, Seller data and Intellectual Property, and some or all of the foregoing.

- B) Buyer shall own all right, title, and interest to any invention or discovery of Seller conceived or first reduced to practice in the performance of the Work under this Subcontract that is based on, or derived from, Proprietary and/or Confidential information furnished by Buyer, prime contractor, or Customer. Seller shall take all steps necessary to secure the rights granted in this paragraph to Buyer.
- C) Buyer shall own all right, title, and interest to any data, information, or materials that are based on or derived from Proprietary and/or Confidential information furnished by Buyer, prime contractor, or Customer and that are either (i)–first produced or specifically used in performance of this Subcontract, (ii) created with costs charged directly to this Subcontract, or (iii) produced for, delivered or otherwise furnished under this Subcontract as a specified element of performance.–Seller shall take all steps necessary to secure the rights granted in this paragraph to Buyer.
- D) Nothing in this Subcontract shall be construed or interpreted to limit or in any way restrict the rights of the Customer in regard to data, tooling and other information it owns or has a right to use, including the right to authorize the Seller’s use of such data, tooling or other information in direct contracts between the Seller and the Customer.

ARTICLE 1.9 TERMINATION

- A) Buyer may terminate this Subcontract, in whole or in part, for default, based upon any of the following default conditions:
 - 1) Seller or its employees or agents engage in conduct in violation of any applicable Federal or state criminal or civil anti-fraud statutes or regulations, or in violation of Federal statutes or regulations governing public contracting in the performance of this Subcontract;
 - 2) Buyer’s good faith determination that Seller and/or any Affiliated Person, has breached its Representations and Warranties and/or otherwise has committed a violation of the FCPA and/or any other applicable antibribery laws and/or any Affiliated Person has been named, appointed, or otherwise becomes a Foreign Official; or

- 3) Seller fails or refuses to promptly furnish any anti-bribery non-violation certification as may be requested by Buyer.
- 4) This Article 1.9 is in addition to Clause 19, Termination, in the Plasan NA General Terms and Conditions of Purchase.

ARTICLE 1.10 INDEMNITY AND LIMITATION OF LIABILITY

- A) Seller agrees to indemnify and hold harmless Buyer, its subsidiaries and affiliates, their officers, directors, agents, and employees from and against any and all third party claims (including prime contractor or Customer claims and/or Seller employee claims), liability, loss, expenses, suits, damages, judgments, demands, credits, fines, penalties and costs (including Buyer's reasonable legal and professional fees and expenses), arising from:
- 1) The acts or omissions of Seller, its employees, officers, directors, agents or its subcontractors, including violations of any applicable Federal or state statutory or regulatory obligations;
 - 2) Injury or death to persons, including officers, directors, employees, agents and subcontractors of Seller, or loss of or damage to property, or fines and penalties resulting from, related to, or due to the performance of this Subcontract, except to the extent that such injury, death, or damage is due to the negligence of Buyer;
 - 3) False claims submitted, or caused to be submitted, or misrepresentation of fact or fraud, or violation of law, by Seller, its employees, officers, directors, agents, or its subcontractors;
 - 4) Violation by Seller, its employees, officers, directors, agents or its subcontractors, of nondisclosure obligations under Article 1.2 herein; or
 - 5) A cyber incident or failure of network security caused, in whole or in part, by the negligence or intentional misconduct of Seller or its employees or agents.
 - 6) Violation by Seller, its employees, officers, directors, agents, or its subcontractors of any agency-specific enhanced cybersecurity requirement identified in Article 1.48.
 - 7) Violation by Seller, its employees, officers, directors, agents, or its subcontractors of any agency-specific data security and information safeguarding clause or requirements identified in Article 1.49.
 - 8) This Article 1.10 is in addition to those clauses found in the Plasan NA General Terms and Conditions of Purchase.
- B) Seller shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing occurrences described in Article 1.10.A 1 through 8 provided that:
- 1) Seller has notice or is given prompt notice of such claim or suit; and
 - 2) Seller is given necessary information, reasonable assistance (at Seller's expense) and the authority to defend such claim or suit.

- C) Seller shall not settle, compromise or discharge any pending or threatened suit, claim or litigation, arising out of, based upon, or in any way related to this Subcontract and to which Buyer is or may reasonably be expected to be a party, unless and until Seller has obtained a written agreement, approved by Buyer and executed by each party to such proposed settlement, compromise or discharge, releasing Buyer, prime contractor and Customer from any and all liability. Buyer shall not unreasonably withhold its approval of such an agreement.
- D) Neither party shall be liable for any special, incidental, consequential, or indirect damages, including, but not limited to, lost profits and business interruption, claimed in relation to its performance under this Subcontract. The limitation of liability set forth in this paragraph shall not apply with respect to any of the following:
 - 1) intentional torts or gross negligence;
 - 2) unlawful conduct or violations of law;
 - 3) fraud or misrepresentation;
 - 4) any confidentiality requirements contained in this Subcontract;
 - 5) breach by the other party of any intellectual property rights provided for in this Subcontract;
 - 6) claims related to cyber incidents or failures of network security, or a failure to report such incidents and
 - 7) any indemnity obligations for third party claims provided in this Subcontract.

ARTICLE 1.12 INTELLECTUAL PROPERTY INDEMNITY

- A) Seller agrees to indemnify and save harmless Buyer, Customer, prime contractor, its subsidiaries and affiliates, their officers, directors, agents, and employees from and against any and all third party claims (including Customer claims and/or Seller employee claims) and related liability, loss, expenses, suits, damages, judgments, demands, credits, fines, penalties and costs (and any Buyer reasonable legal and professional fees and expenses) arising out of the actual or alleged infringement or other violation of any patent, copyright, trademark, service mark, trade secret, or other proprietary interest of any third party resulting from Seller's performance of this Subcontract. Seller shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that Seller:
 - 1) has notice or is given prompt notice of such claim or suit; and
 - 2) shall be given necessary information, reasonable assistance, and the authority to defend or settle such claim or suit.
- B) Seller shall not settle, compromise or discharge any pending or threatened suit, claim or litigation, arising out of, based upon, or in any way related to the subject matter of this Subcontract and to which Buyer is or may reasonably be expected to be a party, unless and until Seller has obtained a written agreement, approved by Buyer and executed by each party to such proposed settlement, compromise or discharge, releasing Buyer from any and all liability. Buyer shall not unreasonably withhold consent to such an agreement.
- C) If any of the goods or services provided by Seller under this Subcontract (including without limitation software and all forms of written materials) become the subject of a claim of infringement or violation of a third party's intellectual property, and/or proprietary rights, Seller

shall, in addition to its indemnity obligations as set forth above, continue performance under this Subcontract at Buyer's direction and at Seller's own expense, and

- 1) Procure for Buyer, prime contractor and Customer the right to continue use and distribution of the infringing goods or services; or
- 2) Modify the goods or services in a manner that complies with this Subcontract and which are non-infringing; or
- 3) Replace them with equivalent, non-infringing counterparts that are otherwise acceptable under the Subcontract; or
- 4) Refund to Buyer all monies paid for the infringing goods and services and any costs or damages incurred or suffered by Buyer caused by such infringement.

D) The remedies provided in this clause are cumulative and not exclusive, and are in addition to any terms or remedies contained within the Plasan NA General Terms and Conditions of Purchase.

ARTICLE 1.13 RESERVED

ARTICLE 1.14 CLAIMS RELATED TO PRIME CONTRACTS

- A) If a final decision is made by the Contracting Officer of Customer, and such final decision pertains to the subject matter of this Subcontract, then such final decision shall be binding upon Seller with respect to such matter, except that Seller's rights of appeal through a Buyer sponsored claim are available to Seller, at Buyer's sole discretion and at Seller's expense. Should the Buyer agree to sponsor a Seller's appeal to a final decision made by the Contracting Officer of Customer, then Federal law shall apply to that claim or action. If, as a result of any final decision or appeal thereof, Buyer is unable to obtain payment, or reimbursement, from Customer, or is required to refund, or credit, to Customer any amount with respect to any item, or matter, for which Buyer has reimbursed, or paid, to Seller, then Seller shall, on demand, promptly repay such amount to Buyer. Buyer's maximum liability to Seller for any matter connected with, or related to, this Subcontract which was properly the subject of a final decision, or appeal, thereof is the amount of Buyer's recovery from the Client for that claim.
- B) Except as may be expressly set forth in this Subcontract and with the Customer Contracting Officer's express consent, the Seller shall not acquire any direct claim or direct course of action against the U.S. Government.

ARTICLE 1.15 HEADINGS

Headings and captions in this Subcontract are to facilitate reference only, do not form a part of this Subcontract, and shall not in any way affect the interpretation hereof.

ARTICLE 1.16 RESERVED

ARTICLE 1.17 LOWER-TIER SUBCONTRACTING

- A) Seller shall not enter into a Lower-Tier-Subcontract for any portion of the Work under this Subcontract unless approved in writing by the Buyer.

- B) If permitted under Article 1.17A., Seller agrees that all applicable and required FAR, DFARS and agency acquisition regulation clauses identified this Contract and its Terms shall be flowed down to any lower-tier subcontracts.

ARTICLE 1.18 RESERVED

ARTICLE 1.19 RESERVED

ARTICLE 1.20 PUBLIC RELEASES

- A) Seller shall not disclose information related to this Subcontract to any third parties, unless such disclosure is necessary for the performance of the Subcontract, is coordinated in advance with the Buyer, and written consent is provided by the Buyer.
- B) No news releases, public announcements, advertising material, regardless of the media, denial or confirmation of any of the subject matter of this Subcontract or any phase of any program hereunder shall be made without prior written consent of the Buyer.
- C) Required by law. Where any release or disclosure of information pertaining to this Subcontract, the PO, or the relationship between the parties hereto is required by law, either party may disclose such information, contingent upon the prior review and consent of the other party, which consent shall not be unreasonably withheld.

ARTICLE 1.21 RESERVED

ARTICLE 1.22 RESERVED

ARTICLE 1.23 RESERVED

ARTICLE 1.25 RESERVED

ARTICLE 1.27 CONFLICT OF INTEREST

- A) As a material obligation hereunder, Seller agrees to remain free of obligations or restrictions that would create a conflict of interest or would otherwise interfere with Seller's obligations under this Subcontract. Seller agrees to immediately notify Buyer if, at any time during the term of this Subcontract, Seller becomes aware that it has an actual or potential conflict of interest, including, without limitation, a relationship of any nature which may affect or which may reasonably appear to affect Seller's objectivity or ability to deliver the Supplies ("Conflict of Interest").
- B) Seller will use its best efforts to avoid, neutralize or mitigate any identified Conflict of Interest to the satisfaction of Buyer, prime contractor and/or the Customer. Buyer may terminate the Subcontract, in whole or in-part, to the extent the continuation of such work in Buyer's good faith judgment:
- 1) would create or perpetuate an actual, apparent, perceived, or potential Conflict of Interest; or
 - 2) would create or perpetuate the appearance of an unfair competitive advantage resulting from the work.

ARTICLE 1.28 RESERVED

ARTICLE 1.29 RESERVED

ARTICLE 1.30 RESERVED

ARTICLE 1.31 INDEPENDENT CONTRACTOR RELATIONSHIP AND SELLER PERSONNEL

Seller's relationship to Buyer shall be that of an independent contractor, and this Subcontract does not create an agency, partnership, or joint venture relationship between Prime Contractor and Seller, nor between Buyer and Seller personnel. Personnel supplied by Seller hereunder are employees or independent contractors of Seller only and shall not, for any purposes, be considered employees or agents of Buyer. Seller assumes full responsibility for the actions and supervision of such personnel while performing services under this Subcontract and for making all employment decisions relating to its personnel. Seller assumes full responsibility for (i) paying its employees and/or independent contractors in full compliance with all applicable federal, state, and local wage and hour laws and (ii) compliance with all applicable equal employment opportunity laws. Buyer assumes no liability for Seller personnel. Seller agrees to indemnify Buyer, prime contractor, and Customer for any costs incurred as a result of any legal action or investigation, including government investigations, lawsuits, and charges, in which employees or contractors of Seller or any Lower-Tier Subcontractor or vendor assert any claims against Buyer as an employer or joint employer or claims otherwise arising out of Seller's employees or contractors' performance of services under this Subcontract. Seller agrees to indemnify all costs of such legal actions, including the costs of any judgment, settlement, and attorney's fees incurred by Buyer in defending such actions.

ARTICLE 1.32 RESERVED

ARTICLE 1.33 RESERVED

ARTICLE 1.34 WAIVER

- A) The failure by Buyer to require strict conformance to any provision in this Subcontract shall not affect Buyer's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Subcontract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

ARTICLE 1.37 NOTIFICATION OF EMPLOYEE RIGHTS

- A) Compliance with Federal Labor Law Notification Requirements. Seller certifies and agrees that it will post all notices informing employees of their rights under federal labor laws as required by:
- 1) Executive Order 13496 – "Notification of Employee Rights Under Federal Labor Laws" and
 - 2) Title 29, Part 471 – "Obligations of Federal Contractors and Subcontractors; Notification of Employee Rights under Federal Labor Laws" of the Code of Federal Regulations."

Accordingly, 29 CFR Part 471 Appendix A to Subpart A is hereby incorporated by reference into this Subcontract.

- B) This Article applies if this Subcontract is expected to exceed \$10,000. If any subsequently issued PO under this Subcontract, or modification to this Subcontract, increases the total value of this Subcontract over \$10,000, Seller, by executing or performing the PO or modification, agrees to the certification contained in this Article.

ARTICLE 1.38 LANGUAGE AND STANDARDS

Unless otherwise permitted in writing by the Buyer, all reports, correspondence, drawings, notices, markings, and other communications with the Buyer shall be in the English language. The English version of the Subcontract shall prevail. Unless otherwise provided in writing, all documentation and work shall use the units of United States standard weights and measures.

ARTICLE 1.39 OVERTIME NOT AUTHORIZED

Unless individual delivery orders specify an allowable payment for overtime premiums, Buyer shall not be liable for payment of overtime premiums for work performed pursuant to this Subcontract.

ARTICLE 1.40 TIMELY PERFORMANCE

- A) Time is of the essence in this subcontract. Seller's timely performance is a critical element of this subcontract.
- B) Unless advance shipment has been authorized in writing by Buyer, Buyer may store, at Seller's expense, or return, shipping charges collect, all Supplies received in advance of the scheduled delivery date.
- C) If Seller becomes aware of difficulty in providing the Supplies, Seller shall promptly notify Buyer, in writing, giving pertinent details. This notification shall not change any delivery schedule.
- D) In the event the Buyer issues a termination for convenience or change, no claim will be allowed for any manufacture or procurement in advance of Seller's normal flow time unless Buyer has given prior written consent.
- E) This Article 1.40 is in addition to those clauses found in the Plasan NA General Terms and Conditions of Purchase.

ARTICLE 1.41 ESTABLISHING A MINIMUM WAGE FOR SUBCONTRACTORS

In accordance with Executive Order 14026 and FAR 52.222-55, Seller shall abide by the most current minimum wage for Federal Contracts. This requirement to pay the mandated Minimum Wage shall override any Wage Determination for the Service Contract Labor Standards and Construction Wage Requirements Wage Determinations containing rates lower than this prescribed rate.

ARTICLE 1.42 VIETNAM ERA VETERANS' READJUSTMENT ASSISTANCE ACT

Seller shall abide by the requirements of 41 CFR 60-300.5(a).

ARTICLE 1.43 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES

Seller shall abide by the requirements of 41 CFR 60-741.5(a).

ARTICLE 1.45 CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

- A) In satisfaction of FAR 52.209-6 (“Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment”), Seller, by executing this Subcontract, hereby discloses that neither Subcontractor nor its principals presently are debarred, suspended, or proposed for debarment by the Federal Government.
- B) This Article applies if this Subcontract is expected to exceed \$35,000, and is other than a subcontract for a commercially available off-the-shelf item. If any subsequently issued PO under this Subcontract, or modification to this Subcontract, increases the total value of this Subcontract over \$35,000, Seller, by executing or performing the PO or the modification, agrees to the certification and warranty contained in this Article.
- C) Seller shall immediately notify the Buyer when Seller, or its principals, have been debarred, suspended or proposed for debarment by the Federal Government. The notification will describe the circumstances, the proposed corrective action and impacts on this Subcontract.

ARTICLE 1.46 CERTIFICATION REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

- A) In accordance with FAR 52.203-11 (“Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions”) and FAR 52.203-12 (“Limitation on Payments to Influence Certain Federal Transactions”), Seller, by executing this Subcontract, hereby discloses that, to the best of its knowledge and belief, no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of the Prime Contract.
- B) This Article applies if this Subcontract is expected to exceed \$150,000. If any subsequently issued PO under this Subcontract, or modification to this Subcontract, increases the total value of this Subcontract over \$150,000, Seller, by executing or performing the PO or modification, agrees to the certification contained in this Article.

ARTICLE 1.47 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE

- A) In accordance with FAR 52.222-56 (“Certification Regarding Trafficking in Persons Compliance Plan”), Seller, by executing this Subcontract, hereby certifies and warrants that, to the best of its knowledge and belief, neither it nor any of its proposed agents, subcontractors, consultants or their agents is engaged in any such activities.
- B) If abuses relating to any of the prohibited activities identified in 52.222-50(b) (“Combating Trafficking in Persons”) have been found, Seller shall take the appropriate remedial and referral actions. If remedial actions are not forthcoming and/or reported, the Buyer reserves the right to terminate the Subcontract in whole or in part.
- C) This Article applies if this Subcontract will be performed outside the United States and if the value of the Prime Contract is expected to exceed \$550,000.

ARTICLE 1.48 CYBERSECURITY

- A) If Seller's Statement of Work involves work for the U.S. Department of Defense, and this Subcontract incorporates by reference DFARS 252.204-7008, 252.204-7012, 252.2047019, 252.204-7020, 252.204-7021, or 252.239-7010, Seller will comply with all requirements of those clauses.
- B) Upon request of Customer or prime contractor, or as required by the Customer, Seller shall deliver its System Security Plan (SSP) and any Plans of Actions and Milestones (POA&Ms) to the Customer for Customer's review.
- C) DoD agencies may also incorporate agency-specific enhanced cybersecurity requirements into Prime Contracts, which are applicable to all subcontractors handling covered defense information (CDI) per DFARS 252.204-7012. Seller shall comply with all enhanced cybersecurity requirements identified in the Prime Contract, which are incorporated in this Subcontract in Part 3.0.
- D) If Seller, at any time is unable to comply with the DFARS 252.204-7008, 252.2047012, 252.204-7019, 252.204-7020, 252.204-7021, 252.239-7010 or any enhanced requirements in Part 3.0 , Seller will provide immediate notice to Buyer. In situations of non-compliance, Buyer reserves the right to alter Seller's requirements or performance, or if necessary terminate this Subcontract, in order to ensure compliance with the aforementioned DFARS clauses or agency-specific enhanced cybersecurity requirements.
- E) To the extent that DoD imposes additional or revised cybersecurity requirements during the course of performance that implicate Seller's statement of work, Seller and Buyer agree to amend this Agreement to incorporate the requirements.
- F) To the extent that Seller receives approval to enter into a lower-tier subcontract per Article 1.17, Seller shall flow down all DFARS cybersecurity requirements contained in the Subcontract.

ARTICLE 1.49 DATA SECURITY AND INFORMATION SAFEGUARDING

- A) If Seller's Statement of Work involves work for GSA, and this Subcontract incorporates by reference agency-specific data security and safeguarding information clauses, Seller will comply with all requirements of those clauses.
- B) If Seller, at any time is unable to comply with GSA specific clauses and any data security and safeguarding information requirements in Part 3.0 , Seller will provide immediate notice to Buyer. In situations of non-compliance, Buyer reserves the right to alter Seller's requirements or performance, or if necessary terminate this Subcontract, in order to ensure compliance with the aforementioned data security and safeguarding information requirements.

ARTICLE 1.51 SUPPLIER CODE OF CONDUCT

Seller shall comply with the terms of the Supplier Code of Conduct ("Supplier Code"), which can be found in the Quality section of Plasan NA's website. If, at any time, Seller violates, or threatens to violate, any material terms of the Supplier Code, Buyer may terminate this Subcontract upon written notice to Seller and Buyer shall have no further obligation to Seller.

ARTICLE 1.52 INSIDER THREAT REPORTING AND RISK MITIGATION

A) If Seller retains a facility clearance for performance hereunder, under established National Industrial Security Program (NISP) and Defense Counterintelligence Security Agency (DCSA) policies, Seller shall establish and maintain an Insider Threat Program to detect, deter, and mitigate insider threats. Seller shall comply with reporting requirements set forth by the NISP or by DCSA.

ARTICLE 1.53 REPRESENTATIONS AND CERTIFICATIONS

Seller's most current Representations and Certifications are hereby incorporated into this Subcontract by reference. Seller understands and agrees that Buyer may request subsequent Representations and Certifications in relation to this Subcontract. Those subsequent Representations and Certifications are hereby incorporated as well into this Subcontract by reference.

PART 2.0 – MATERIAL AND HARDWARE PROVISIONS

ARTICLE 2.1 RESERVED

ARTICLE 2.2 RESERVED

ARTICLE 2.3 COUNTERFEIT ELECTRONIC PARTS

A) Seller warrants that:

- 1) Seller will comply with DFARS 252.246-7007 if cited as applicable in Part 3.0 of this Subcontract;
- 2) Seller has promulgated policies, procedures, and systems to detect and avoid counterfeit electronic parts and suspect counterfeit electronic parts;
- 3) In the event Seller provides such counterfeit parts, Seller will provide written notification immediately to Buyer, the appropriate US Government authorities, and the US Government-Industry Data Exchange Program (GIDEP).

B) Seller shall not deliver, or cause another to deliver, counterfeit electronic parts, suspect counterfeit electronic parts, or higher level assemblies containing such parts to Buyer.

C) Parts delivered to Buyer or incorporated into other goods and delivered to Buyer shall be new and shall be procured directly from the Original Component Manufacturer (OCM) / Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in writing by Buyer.

D) Upon request, Seller shall provide

- 1) Authorized supplier documentation (e.g., OCM/OEM documentation) that authenticates the traceability of the parts in question to the applicable authorized supplier (e.g., OCM/OEM), and/or that demonstrates the supplied parts are not counterfeit electronic parts or suspect counterfeit electronic parts; and 2) A copy of Seller's supply chain policy.

E) In the event that parts delivered under this Subcontract constitute or include counterfeit electronic parts, Seller shall, at its sole expense, promptly replace such parts with authentic, non-counterfeit electronic parts, conforming to the requirements of this Subcontract. Notwithstanding any other provision in this Subcontract, Seller shall be liable for all costs relating to the removal and replacement of counterfeit electronic parts, including, without limitation, Buyer's costs of removing counterfeit electronic parts, installing replacement parts, and any testing necessitated by the reinstallation of authentic parts after counterfeit parts have been removed or replaced. Notwithstanding any other provision in this Subcontract, Seller agrees to indemnify Buyer for any damages resulting from Seller's provision of electronic counterfeit parts or suspect counterfeit electronic parts. The remedies contained in this paragraph are in addition to any remedies Buyer may have at law, equity, or under other provisions of this Subcontract.

F) This clause applies in addition to any quality provision, specification, statement of work, or other provision included in this Subcontract.

G) Seller shall include this clause or reasonably equivalent provisions in all subcontracts for the delivery of electronic parts (or items that may include such parts) that will be furnished to Buyer.

ARTICLE 2.4 RESERVED.

ARTICLE 2.5 NEW MATERIALS

Unless otherwise provided for elsewhere in this Subcontract, or in the applicable Statement of Work, the Supplies to be delivered hereunder shall consist of new materials. "New" material is defined as:

- composed of previously unused components, whether manufactured from virgin material,
- recovered material in the form of raw material, or
- materials and by-products generated from, and reused within, an original manufacturing process;

Materials shall meet Prime Contract requirements, which, if applicable, shall be specified in Part 4.0 of this Subcontract. Such requirements include, but are not limited to performance, reliability, and life expectancy.

ARTICLE 2.6 RESERVED

ARTICLE 2.7 RESERVED

ARTICLE 2.8 EXTRAS

Materials shall not be supplied in excess of quantities specified in the Subcontract. Subcontractor shall be liable for handling charges and return shipment costs for any excess quantities.

ARTICLE 2.9 OFFSET CREDIT AND COOPERATION

All offset or countertrade credit value resulting from this Subcontract shall accrue solely to the benefit of Buyer or prime contractor. Seller agrees to cooperate with Buyer in the fulfillment of any foreign offset or countertrade obligations.

ARTICLE 2.10 QUALITY CONTROL SYSTEM

Unless this Subcontract contains other specific quality requirements:

- A) Sellerr shall provide and maintain a quality control system to an industry-recognized quality standard for the Supplies covered by this Subcontract.
- B) Records of all quality control inspection work by Seller shall be kept complete and made available to Buyer, prime contractor, and the Customer(s) during the performance of this Subcontract and for such longer periods as may be specified.
- C) Buyer, prime contractor, the Customer, and regulatory authorities will have access to all quality management system documentation upon request.
- D) Seller may be required to submit to initial and follow-up audits of their quality management system by Buyer or regulatory authorities to become, or remain, an approved subcontractor.

- E) For Sellers manufacturing items to Buyer or Customer provided design data or Sellers providing Aerospace related products and/or services, the following requirements shall apply, where appropriate:
- 1) If Seller determines during production the product (intended for use or delivery to Buyer) does not conform to requirements, this product shall be identified and controlled. Seller shall provide timely notification to Buyer regarding the nonconforming product.
 - 2) If Seller determines at any time after delivery of product to Buyer the product does not conform to requirements, Seller shall notify Buyer of the nonconforming product within 24 hours of such determination.
 - 3) If Seller determines during inspection the product (intended for use or delivery to Buyer) does not conform to requirements, this product shall be identified and controlled. Seller shall hold the product until dispositioned and approved by Buyer.
 - 4) Seller shall provide notification to Buyer of any change in product design, materials, or production processes from those originally specified or quoted.
 - 5) Seller shall provide notification to Buyer of changes in product and/or process, changes of Subcontractors, changes of manufacturing facility location and, where required, obtain Buyer approval.
 - 6) Seller shall provide access to Buyer, the Customer(s), and all applicable regulatory authorities to applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records.
 - 7) Seller shall flow down to the supply chain the applicable requirements including customer requirements and key characteristics.
- F) Where a Seller is designing hardware, Buyer shall participate in all design review activities, and reserves the right to approve preliminary designs prior to proceeding to detailed design and final designs prior to proceeding to fabrication.
- G) For design, development, or manufacturing work affecting high-value, safety critical systems, Buyer may require that Seller be certified to AS9100, ISO 9001, or an FAA certificated quality system.
- H) Buyer shall participate in any technical interchange meetings where Seller is presenting information to the Customer.

PART 3.0 - GOVERNMENT PROVISIONS - NONCOMMERCIAL

The following clauses set forth in the Federal Acquisition Regulation (FAR) and agency acquisition regulations, as amended and modified below, are applicable as indicated, to this Subcontract. Without limiting the Subcontract provisions, the FAR clauses are incorporated by reference into this Subcontract with the same force and effect as though set forth in full text. The dates of the FAR clauses incorporated by reference are those in effect on the day of Subcontract award, unless otherwise provided by law. The following definitions shall apply to this Subcontract Part 3.0 except as otherwise specifically provided.

ARTICLE 3.1 FAR CLAUSES

A) DEFINITIONS

The following definitions apply in this Section unless otherwise specifically stated:

"Prime Contractor" - the legal entity issuing this Subcontract. Equivalent to "Buyer" elsewhere in the Contract.

"Purchasing Representative" – Prime Contractor's authorized procurement representative.

"Subcontractor" - the legal entity which contracts with Prime Contractor. Equivalent to "Seller" elsewhere in the Contract.

"This Subcontract" - this contractual instrument, including changes. Equivalent to the "Contract".

"Prime Contract" - the governing contract with the Government, under which this Subcontract is issued.

"FAR" - the Federal Acquisition Regulation.

B) FAR CLAUSES APPLICABLE TO THIS SUBCONTRACT

The clauses in FAR Subpart 52.2 referenced in subparagraph (1) and those clauses referenced and checked in subparagraphs (2) and (3) below, in effect on the effective date of this Subcontract, are incorporated herein and made a part of this Order. In all such clauses, unless the context of the clause requires otherwise, the term "Contractor" shall mean Subcontractor, the term "Contract" shall mean this Subcontract, and the terms "Government," "Contracting Officer" and equivalent phrases shall mean Prime Contractor and Prime Contractor's Purchasing Representative, respectively. It is intended that the referenced clauses shall apply to Subcontractor in such manner as is necessary to reflect the position of Subcontractor as a subcontractor to Prime Contractor, to insure Subcontractor's obligations to Prime Contractor and to the United States Government, and to enable Prime Contractor to meet its obligations under its Prime Contract or higher-tier Subcontract.

The full text of any clause may be accessed electronically at: <https://www.acquisition.gov/browse/index/far>

1) The following mandatory clauses are applicable to Purchase Orders under this Subcontract:

FAR Reference	Title of Clause
52.202-1	Definitions
52.203-3	Gratuities (Only if Subcontract exceeds simplified acquisition threshold)
52.203-5	Covenant Against Contingent Fees (Only if Subcontract exceeds simplified acquisition threshold)
52.203-6	Restrictions on Subcontractor Sales to the Government (Only if Subcontract exceeds simplified acquisition threshold)
52.203-7	Anti-Kickback Procedures (Except subparagraph (c)(1)) (Only if Subcontract exceeds \$150,000)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Only if Subcontract exceeds simplified acquisition threshold)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Only if Subcontract exceeds simplified acquisition threshold)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Only if Subcontract exceeds \$150,000)
52.203-13	Contractor Code of Business Ethics and Conduct (Only if Subcontract exceeds \$6,000,000)
52.203-14	Display of Hotline Poster(s) (Only if Subcontract exceeds \$6,000,000, unless performed entirely outside the U.S.)
52.203-16	Preventing Personal Conflicts of Interest (Only if Subcontract exceeds simplified acquisition threshold and for Acquisition functions)
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Only if Subcontract exceeds simplified acquisition threshold)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (Only if Subcontract exceeds simplified acquisition threshold.)
52.204-9	Personal Identity Verification of Contractor Personnel (Applicable where Subcontractor is required to have routine physical access to Federally-controlled facility or routine access to Federally controlled information system)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Subparagraph (d)(2) does not apply. Applicable where Subcontractor meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, Subcontractor shall report required executive compensation by posting the information to the Governments System for Award Management (SAM) database)

52.204-21	Basic Safeguarding of Covered Contractor Information Systems
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FAR Reference	Title of Clause
52.204-23	Prohibition on Contracting for Hardware, Software, And Services Developed or Provided by Kaspersky Lab and Other Covered Entities
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Only if Subcontract exceeds \$35,000)
52.209-10	Prohibition on Contracting with inverted Domestic Corporations
52.209-14	Reserve Officer Training Corps and Military Recruiting on Campus (Applicable with subcontracts with institutions of higher learning exceeding the simplified acquisition threshold)
52.211-5	Material Requirements
52.211-15	Defense Priority and Allocation Requirements (Only if Subcontract is issued under a rated order)
52.215-2	Audit and Records – Negotiation (Only if Subcontract exceeds simplified acquisition threshold)
52.215-22	Limitations on Pass Through Charges – Identification of Subcontract Effort (when subcontract or lower tier subcontract is for more than 70% of the total cost of work)
52.215-23	Limitations on Pass-Through Charges (Applicable to cost reimbursement Subcontracts that exceed the Simplified Acquisition Threshold, except if the prime contract to which this subcontract relates is with DoD, then the clause applies to both cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4)
52.216-7	Allowable Cost and Payment (for Cost Reimbursement and Time & Material Subcontracts only)
52.219-8	Utilization of Small Business Concerns (If Subcontract exceeds simplified acquisition threshold, unless performed entirely outside the U.S. and its outlying areas)
52.222-3	Convict Labor (Only if Subcontract exceeds micro-purchase threshold)
52.222-4	Contract Work Hours and Safety Standards– Overtime Compensation (Applicable if Subcontract requires or involves the employment of laborers and mechanics)

52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity (except (d))
52.222-27	Affirmative Action Compliance Requirements for Construction (only if Subcontract exceeds \$10,000)
52.222-35	Equal Opportunity for Veterans (Only if Subcontract exceeds \$150,000)

FAR Reference	Title of Clause
52.222-36	Equal Opportunity for Workers with Disabilities (If Subcontract exceed or expected to exceed \$15,000, unless both the performance of the work and the recruitment of workers will occur outside the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands and Wake Island)
52.222-37	Employment Reports on Veterans (Only if Subcontract exceeds \$150,000)
52.222-40	Notification of Employee Rights under the National Labor Relations Act
52.222-50	Combating Trafficking in Persons (Paragraph (h) only applies if Subcontract exceeds \$550,000 and work is to be performed outside the United States)
52.222-54	Employment Eligibility Verification (If Subcontract exceeds \$150,000, and includes work performed in the U.S.)
52.223-6	Drug Free Workplace (Only if Subcontract exceeds simplified acquisition threshold)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Only if Subcontract exceeds micro-purchase threshold)
52.223-99	Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation) (If Subcontract exceeds simplified acquisition threshold and is for services (including construction) performed in whole or in part within the United States)
52.225-1	Buy American Act – Supplies
52.225-5	Trade Agreements
52.225-13	Restrictions on Certain Foreign Purchases
52.225-14	Inconsistency Between English Version and Translation of Contract
52.227-1	Authorization and Consent (if Subcontract exceeds simplified acquisition threshold)

52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Applicable if Subcontract exceeds the Simplified Acquisition Threshold)
52.227-14	Rights in Data – General
52.229-3	Federal, State and Local Taxes (Only if Fixed Price Subcontract performed wholly or partly in the United States or its outlying areas exceeds simplified acquisition threshold)
52.232-7	Payment Under Time-and-Material and Labor-Hour Contracts (except paragraphs (h) and (i)))
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (only applies to small business subcontractors)
52.233-3	Protest After Award
52.242-13	Bankruptcy
FAR Reference	Title of Clause
52.244-6	Subcontracts for Commercial Items
52.245-1	Government Property
52.247-63	Preference for U.S. Flag Air Carriers
52.247-67	Submission of Transportation Documents for Audit (For Cost Reimbursable Subcontracts only)
52.248-1	Value Engineering (Only if Subcontract exceeds simplified acquisition threshold)

2) The following clauses are applicable to this Subcontract if checked:

OTHER FAR APPLICABLE CLAUSES (CHECK AS APPLICABLE)

FAR Reference		Title of Clause
X	52.203-6 Alt I	Restrictions on Subcontractor Sales to the Government Alternate I
X	52.2042	Security Requirements
X	52.20412	Unique Entity Identifier Maintenance
X	52.20413	System for Award Management Maintenance

X	52.20415	Service Contract Reporting Requirements for Indefinite Delivery Contracts (Only for nonclassified, non-DoD Subcontracts, subject to FAR 4.1703 thresholds, by Purchase Order)
X	52.20418	Commercial and Government Entity Code Maintenance
X	52.20419	Incorporation by Reference of Representations and Certifications

FAR Reference		Title of Clause
X	52.20423	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
X	52.2073	Right of First Refusal of Employment
X	52.2088	Required Sources of Helium and Helium Usage Data
X	52.2089	Contractor Use of Mandatory Sources of Supply or Services
X	52.2101	Market Research
X	52.21514	Integrity of Unit Prices (excluding subparagraph (b)) (Only if Subcontract for non-commercial items and requiring supplies exceeds simplified acquisition threshold)
X	52.21515	Pension Adjustments and Asset Reversions (Applicable in accordance with FAR 15.408(g))
X	52.21517	Waiver of Facilities Capital Cost of Money
X	52.21518	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (Applicable in accordance with FAR 15.408(j))
X	52.21519	Notification of Ownership Changes (Applicable in accordance with FAR 15.408(k))
X	52.21521	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data Modifications
X	52.21521 Alt IV	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data Modifications Alternate IV
X	52.2221	Notice to the Government of Labor Disputes
X	52.22217	Non-displacement of Qualified Workers

X	52.22219	Child Labor-Cooperation with Authorities and Remedies
X	52.22220	Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000
X	52.22229	Notification of Visa Denial
X	52.2232	Affirmative Procurement of Biobased Products Under Service and Construction Contracts
X	52.2235	Pollution Prevention and Right-to-Know Information

FAR Reference		Title of Clause
X	52.22310	Waste Reduction Program
X	52.22311	Ozone-Depleting Substances
X	52.22315	Energy Efficiency in Energy-Consuming Products
X	52.22316	Acquisition of EPEAT-Registered Personal Computer Products
X	52.22317	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts
X	52.22319	Compliance with Environmental Management Systems
X	52.22320	Aerosols
X	52.22321	Foams
X	52.2241	Privacy Act Notification
X	52.2242	Privacy Act
X	52.2243	Privacy Training
X	52.2253	Buy American Act - Free Trade Agreements - Israeli Trade Act -
X	52.2259	Buy American Act - Construction Materials
X	52.2271	Authorization and Consent
X	52.227-1 Alt I	Authorization and Consent Alternate I

X	52.2272	Notice and Assistance Regarding Patent and Copyright Infringement (Only if Subcontract exceeds simplified acquisition threshold.)
X	52.2273	Patent Indemnity
X	52.2274	Patent Indemnity-Construction Contracts
X	52.22710	Filing of Patent Applications - Classified Subject Matter
X	52.22711	Patent Rights - Ownership by the Contractor
X	52.22713	Patent Rights – Ownership by the Government
FAR Reference		Title of Clause
X	52.22721	Technical Data Declaration, Revision, and Withholding of Payment – Major Systems
X	52.22722	Major System - Minimum Rights
X	52.2285	Insurance -- Work on a Government Installation (only if work on a Government installation under a fixed-price subcontract is required)
X	52.2298	Taxes – Foreign Cost-Reimbursement Contracts Fill-in: any nation within the AOR of Africa Command (AFRICOM), Central Command ((CENTCOM), European Command (EUCOM), Northern Command (NORTHCOM), Pacific Command ((PACOM), and Southern Command (SOUTHCOM), or from which the Contractor or any subcontractor under this contract is exempt under the laws of any nation within the AOR of AFRICOM, CENTCOM, EUCOM, NORTHCOM, PACOM, and SOUTHCOM
X	52.2333	Protest After Award (Alternate I)
X	52.2341	Industrial Resources Developed Under Defense Production Act Title III
X	52.2365	Material and Workmanship
X	52.2367	Permits and Responsibilities
X	52.2373	Continuity of Services
X	52.2391	Privacy or Security Safeguards

X	52.2445	Competition in Subcontracting
X	52.2459	Use and Charges (Applicable if subcontractors will be using Government Property)
X	52.24616	Responsibility for Supplies
X	52.24714	Contractor Responsibility for Receipt of Shipment
X	52.24734	F.o.b. Destination
X	52.2531	Computer Generated Forms

3) The following FAR clauses are applicable to this Subcontract and are provided in full text:

FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six months.

The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the contract expires.

(End of clause)

ARTICLE 3.2 DFAR SUPPLEMENT CLAUSES APPLICABLE TO THIS ORDER

All references herein to "DFAR Supplement" or "DFAR SUPP" or "DFARS" shall mean the Department of Defense Supplement to the Federal Acquisition Regulation. The clauses in DFAR Supplement Subpart 252.2 referenced in subparagraph (a) and those clauses referenced and checked in subparagraph (b), below, in effect on the date of this Order, are incorporated herein and made a part of this Order. In all such clauses, unless the context of a clause requires otherwise, the term "Contractor" shall mean Subcontractor, the term "Contract" shall mean this Order, and the terms "Government," "Contracting Officer" and equivalent phrases shall mean Prime Contractor and Prime Contractor's Subcontract Administrator, respectively. It is intended that the referenced clause shall apply to Subcontractor in such manner as is necessary to reflect the position of Subcontractor as a subcontractor to Prime Contractor, to insure Subcontractor's obligations to Prime Contractor and to the United States Government, and to enable Prime Contractor to meet its obligations under its Prime Contract or Subcontract.

The full text of any clause may be accessed electronically at

<https://www.acquisition.gov/dfars>

(a) The following mandatory clauses are applicable to this Subcontract:

<i>DFARS Reference</i>	<i>Title of Clause</i>
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252.2037000	Requirements Relating to Compensation of Former DoD Officials
252.2037001	Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies (If Order exceeds simplified acquisition threshold)
252.2037002	Requirement to Inform Employees of Whistleblower Rights
252.2037004	Display of Hotline Posters (if Subcontract exceeds \$6,000,000)
252.2047009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information
252.2047012	Safeguarding Covered Defense Information and Cyber Incident Reporting

252.2047014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors
252.2047015	Notice of Authorized Disclosure of Information for Litigation Support
252.2047018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment and Services
252.2047020	NIST SP 800-171 DoD Assessment Requirements
252.2047021	Cybersecurity Maturity Model Certification Requirements
252.2097004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism (If Subcontract equals or exceeds the threshold specified in FAR 9.405-2(b) on date of award)
252.2117003	Item Unique Identification and Valuation
252.2157000	Pricing Adjustments – If FAR 52-215.11, 12, or 13 is used
252.2157008	Only One Offer (Applicable if Subcontract exceeds the simplified acquisition threshold)
252.2197003	Small Business Subcontracting Plan (DoD Contracts) (If FAR 52-219.9 applies)
252.2227002	Compliance with Local Labor Laws (Overseas) (for NON-US work only)
252.2227006	Restrictions on the Use of Mandatory Arbitration Agreements (If Subcontract exceeds \$1M)
252.2237999	Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation 2021-O0009) (If Subcontract exceeds simplified acquisition threshold and is for services (including construction) performed in whole or in part within the United States)
252.2257001	Buy American and Balance of Payments Program (Applies in lieu of FAR 52.225-1)

252.2257012	Preference for Certain Domestic Commodities
252.2257013	Duty-Free Entry
252.2257021	Trade Agreements
252.2257048	Export-Controlled Items
252.2267001	Utilization of Indian Organizations, Indian Owned Economic Enterprises and Native Hawaiian Small Business Concerns (except for Commercial Items and if Subcontract exceeds \$500,000)
252.2277013	Rights in Technical Data—Noncommercial Items
252.2277014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.2277016	Rights in Bid or Proposal Information
252.2317000	Supplemental Cost Principles
252.2447000	Subcontracts for Commercial Items
252.2457004	Reporting, Reutilization and Disposal
252.2467007	Contractor Counterfeit Electronic Part Detection and Avoidance System

(b) The following DFAR Supplement clauses are applicable to this Subcontract if checked:

<i>DFARS Reference</i>		<i>Title of Clause</i>
X	252.2037003	Agency Office of the Inspector General (Applicable only when FAR 52.203-13 applies to the Subcontract)
X	252.2047000	Disclosure of Information
X	252.2117007	Reporting of Government Furnished Property
X	252.2117008	Use of Government-Assigned Serial Numbers

<i>DFARS Reference</i>		<i>Title of Clause</i>
X	252.2237001	Hazard Warning Labels
X	252.2237004	Drug-Free Work Force (If Subcontract exceeds simplified acquisition threshold)

X	252.2237006	Prohibition on Storage, Treatment and Disposal of Toxic or Hazardous Materials
X	252.2237008	Prohibition of Hexavalent Chromium
X	252.2257001	Buy American and Balance of Payments Program
X	252.2257008	Restriction on Acquisition of Specialty Metals (If Subcontract exceeds simplified acquisition threshold)
X	252.2257012	Preference for Certain Domestic Commodities
X	252.2257028	Exclusionary Policies and Practices of Foreign Governments
X	252.2257976	Contractor Personnel Performing in Japan (DEVIATION 2018-O0019)
X	252.2257980	Contractor Personnel Performing in the United States Africa Command Area of Responsibility (DEVIATION 2016-O0008)
X	252.2257981	Additional Access to Contractor and Subcontractor Records (Other than USCENTCOM) (DEVIATION 2015-O0016) (Only if Subcontract exceeds \$50,000)
X	252.2257987	Requirements for Contractor Personnel Performing in USSOUTHCOM Area of Responsibility
X	252.2257993	Prohibition on Providing Funds to the Enemy (DEVIATION 2020-O0022) (If Subcontract is equal to or exceeds \$50,000)
X	252.2277000	Non-estoppel
X	252.2277015	Technical Data-Commercial Items
X	252.2277019	Validation of Asserted Restrictions--Computer Software
X	252.2277030	Technical Data – Withholding of Payment
X	252.2277037	Validation of Restrictive Markings on Technical Data
X	252.2297002	Custom Exemptions (Germany)
X	252.2297003	Tax Exemptions (Italy)

DFARS Reference		Title of Clause
X	252.2297005	Tax Exemptions (Spain)
X	252.2297011	Reporting of Foreign Taxes – U.S. Assistance Programs
X	252.2337001	Choice of Law (Overseas)
X	252.2397010	Cloud Computing Services
X	252.2457001	Tagging, Labeling and Marking of Government Furnished Property
X	252.2457002	Reporting Loss of Government Property
X	252.2457004	Reporting, Reutilization and Disposal
X	252.2467001	Warranty of Data
X	252.2467008	Sources of Electronic Parts
X	252.2477023	Transportation of Supplies by Sea
X	252.2517000	Ordering from Government Supply Sources

ARTICLE 4.3 AGENCY ACQUISITION REGULATION CLAUSES

The following General Services Acquisition Manual (GSAM) clauses are incorporated into this Agreement by reference. The full text of a clause may be accessed electronically at the GSAM website: <https://www.acquisition.gov/gsam/gsam.html>.

Agency	Clause	Title
GSAM	552.20371	Restriction on Advertising
GSAM	552.2049	Personal Identity Verification Requirements
GSAM	552.21570	Examination of Records by GSA
GSAM	552.22373	Preservation, Packaging, Marking, and Labeling of Hazardous Materials (HAZMAT) for Shipments
GSAM	552.23239	Unenforceability of Unauthorized Obligations (FAR Deviation)

GSAM	552.23278	Commercial Supplier Agreements Unenforceable Clauses
GSAM	552.23771	Qualifications of Employees
GSAM	552.23773	Restriction on Disclosure Of Information
GSAM	552.23971	Security Requirements for Unclassified Information Technology Resources

**GSAM CLAUSES INCORPORATED BY FULL TEXT GSAM 552.212-71
CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF
COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2022)**

Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Products and Commercial Services (JAN 2022)

(a) The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial products, including commercial components, and commercial services. The clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The GSAR clauses in paragraph (b) of this section are incorporated by reference:

(b) Clauses.

- 552.203-71 Restriction on Advertising
- 552.211-73 Marking
- 552.215-70 Examination of Records by GSA
(End of clause)

ARTICLE 3.4 SPECIAL PROVISIONS

The provisions below are extracted directly from the Prime Contract, or other regulations, and are incorporated herein and made a part of this Subcontract. In all such clauses, unless the context of the clause requires otherwise, the term "Contractor" shall mean Subcontractor, the term "Contract" shall mean this Subcontract, and the terms "Government," "Contracting Officer" and equivalent phrases shall mean Prime Contractor and Prime Contractor's Subcontract Administrator, respectively. It is intended that the referenced clauses shall apply to Subcontractor in such manner as is necessary to reflect the position of Subcontractor as a subcontractor to Prime Contractor, to insure Subcontractor's obligations to Prime Contractor and to the United States Government, and to enable Prime Contractor to meet its obligations under its Prime Contract (or subcontract).

B.3.4 RESERVED

C.3 RESERVED

C.4.1 IT ANCILLARY SUPPORT SERVICES

When providing ancillary support in the form of IT services and/or components, the contractor shall promote IT initiatives and best practices that support Federal Government operational requirements for standardized technology and application service components. This shall facilitate integration requirements for broad Federal IT and E-Gov initiatives, and promote the sharing, consolidation, and re-use of business processes and systems across the Federal Government. The contractor shall promote the use of open source solutions and open technology development where practicable to enable this re-use.

C.5 ANCILLARY SUPPORT PRODUCTS

Ancillary support products are defined as any product deemed to be integral and necessary to complete a total integrated solution under a requirement within the scope of ASTRO. Ordering activities are authorized to include products in their requirements so long as the products are required for the performance of the services being ordered.

C.6 FORBIDDEN SERVICES

The contractor shall not accept or perform work for the following services:

- a. Inherently Governmental Functions as defined in FAR Subpart 2.101.

Example 1: For the purposes of this contract, any action that directly and actively engages in the intentional destruction or disabling of enemy personnel or property is considered an Inherently Governmental Function. For example, Unmanned Aircraft Systems (UAS) Mitigation services (the act of defeating an enemy UAS) are considered Inherently Governmental Functions. However, support services like UAS detection and tracking are not considered Inherently Governmental Functions and may be performed under this contract.

Example 2: Acquisition support can cover many different aspects of the process, but making a decision regarding who wins a procurement is an Inherently Governmental Function.

Example 3: Supervision of government personnel is an Inherently Governmental Function.

- b. Personal Services as defined in FAR Subpart 2.101.
- c. Architecture and Engineering (A&E) Services as defined in FAR Subpart 2.101 and subject to the Brooks Architect-Engineers Act (40 U.S.C. 1102).
- d. Any task order whose primary scope of work is for construction.

H.4 RESERVED

H.6 PROPRIETARY SOLUTIONS

Contractors are discouraged from proposing proprietary solutions in response to task order requirements that necessitate the contractor's proprietary process, system, maintenance, and/or solution that would prevent competition at a future point or require sustained and non-competitive support.

If a proprietary solution is proposed by a contractor for a given task order requirement, the contractor shall mark its proposal accordingly and clearly notify the OCO of all limitations and costs associated with the proprietary solution.

H.7 RESERVED

H.7.2 ETHICS AND CONDUCT

The Master Contract is strictly a non-personal services contract, which means the personnel rendering the services under awarded task orders are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees.

The contractor shall not supervise, direct, or control the activities of Government personnel or the employee of any other contractor. The Government will not exercise any supervision or control over the contractor in the performance of contractual services. The contractor is accountable to the Government for the actions of its personnel.

Contractor employees shall not represent themselves as Government employees, agents, or representatives or state orally or in writing at any time that they are acting on behalf of the Government. In all communications with third parties, the contractor shall ensure that all contractor employees identify themselves as contractor employees and identify the name of the company for which they work and shall not carry out any direction that violates the terms and conditions of the Master Contract and task order.

The contractor shall not discuss with unauthorized persons any information obtained in the performance of work under a task order, conduct business other than that which is covered by the task order, conduct business not directly related to the task order on Government premises, use Government computer systems and/or other Government facilities for company or personal business, recruit on Government premises, or otherwise act to disrupt official Government business.

The contractor shall ensure that all of its employees, including subcontractor employees, are informed of the substance of this contractual requirement. If a contractor believes any action or communication has been given that would create a business ethic or conduct violation, the contractor shall notify the OCO and ASTRO CO immediately of this communication or action.

H.7.3 CONFLICTS OF INTEREST

An ASTRO Prime contractor may be a subcontractor (for clarity, see FAR Part 42 - Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.), to another ASTRO Prime contractor on task orders solicited and awarded under the Master Contract; however, the OCO may require that the contractor sign an Organizational Conflict of Interest (OCI) Statement.

All contractor personnel (including subcontractors and consultants) who will be personally and substantially involved in the performance of any task order issued under the Master Contract, which requires the contractor to act on behalf of, or provide advice with respect to, any phase of an agency procurement, shall execute and submit an "Employee/Contractor Non-Disclosure Agreement" Form. The OCO will provide the appropriate nondisclosure form specific to the task

order. This form shall be required prior to the commencement of any work and whenever replacement personnel are proposed under an ongoing task order.

The contractor shall be responsible for identifying and preventing personal conflicts of interest of their employees. The contractor shall prohibit employees who have access to non-public information from using that information for personal gain.

In the event that a task order requires activity that would create an actual or potential conflict of interest, the contractor shall immediately notify the OCO of the conflict, submit a plan for mitigation, and not commence work until specifically notified by the OCO to proceed; or, identify the conflict and recommend to the OCO an alternate approach to avoid the conflict. The

OCO will review the information provided by the contractor and make a determination whether to proceed with the task order and process a request for waiver, if necessary.

- H.7.4 RESERVED.**
- H.8 RESERVED**
- H.8.1 RESERVED**

EDITS (47QFCA23F0014) SPECIAL PROVISIONS

- E.1 RESERVED**
- E.2 RESERVED**
- E.3 RESERVED**

- F.6 RESERVED**
- G.4 RESERVED**

- H.4.3 RESERVED**
- H.5 RESERVED**
- H.6 GOVERNMENT-FURNISHED INFORMATION (GFI)**

The Government will review, authorize, and provide GFI/Government-furnished publications in support of this TO. If additional GFI is necessary that the contractor cannot otherwise obtain, the contractor shall document the information and publications necessary to accomplish the tasks outlined in this TO.

Information will include reports, briefings, and other related reference material. The Government will provide the contractor with timely information, including access to unclassified and classified Government information networks and will facilitate contractor personnel interfaces with EDITS and its customers and stakeholders, as required, to complete the requirements associated with this TO.

Use of GFI for other than Government work is strictly prohibited.

H.7 **RESERVED**
H.7.1 **RESERVED**
H.8 **RESERVED**

H.10 APPLICABLE SECURITY REFERENCES

The following security policy documents are applicable to this TO:

- a. AR 25-2, IA
- b. AR 380-5, Department of the Army Information Security Program
- c. AR 380-10, Foreign Disclosure and Contacts with Foreign Representatives
- d. AR 380-40, Safeguarding and Controlling COMSEC Material
- e. AR 380-67, Personnel Security Program
- f. AR 525-13, Antiterrorism (AT)
- g. AR 525-28, Personnel Recovery
- h. AR 530-1, OPSEC
- i. DFARS 252.239-7001, IA Contractor Training and Certification
- j. DoD 8570.01-M, Information Assurance Workforce Improvement Program
- k. DoD 5220.22-M, National Industrial Security Program
- l. DoDD 4630.05, Interoperability and Supportability of IT and National Security Systems (NSS)
- m. DoDD 5000.01, The Defense Acquisition System
- n. DoDD 5000.59, DoD Modeling and Simulation (M&S) Management
- o. DoDD 5200.01, DoD Information Security Program
- p. DoDD 5205.02, DoD OPSEC Program
- q. DoDD 5230.11, Disclosure of Classified Military Information to Foreign Governments and International Organizations
- r. DoDD 8500.01E, Cybersecurity
- s. DoD Instructions (DoDI) 5000.02, Operation of the Defense Acquisition System
- t. DoDI 5200.39, Critical Program Information (CPI) Identification and Protection Within RDT&E
- u. DoD Manual 5200.1-M, Acquisition Systems Protection Program
- v. DoDI 8510.01 DoD Information Assurance Certification and Accreditation Process (DIACAP)
- w. Program Protection Plan (PPP) Outline and Guidance, Version 1.0, July 2011
- x. Key Practices and Implementation Guide for Supply Chain Risk Management (SCRM) Pilot Program, February 25, 2010
- y. PM EW OPSEC Plan 2013

H.11.1.2 CONTROLLED UNCLASSIFIED INFORMATION (CUI)

The procedures for the protection of CUI are as outlined below.

CUI is unclassified information to which access or distribution limitations have been applied according to national laws, policies, and regulations of the Government. It includes U.S. tar information that is determined to be exempt from public disclosure or that is subject to export controls according to the ITAR and Arms Export Control Act (AECA), or EAR and the Export Administration Act (EAA)). Examples include, but are not limited to, Competition Sensitive, FOUO, "Sensitive but Unclassified" (SBU), Commercial in Confidence, and technical data.

The contractor shall abide by the following requirements for the protection of CUI:

a. Storing/Handling

1. CUI must be locked in a desk, file cabinet, office, or any other means to preclude unauthorized access, when not in use.
2. CUI shall not be displayed in a public place (e.g., airport, airplane, and restaurant or train station).
3. Computers used for processing CUI do not need to be accredited for classified use. However, personally owned computers are not authorized for processing CUI.

b. Disposal

1. Disposal requires that the information be destroyed in such a manner so as not to be easily reconstructed.
2. Computer disks must be reformatted, shredded, or degaussed before being disposed of or transferred to another office.

c. Transmission

1. Transmission may be through normal mail channels or hand-carried without formal courier orders.
2. Transmission of CUI by voice or facsimile (e.g., telephone, fax, Video Teleconference (VTC)) shall be by approved secure communications systems, whenever possible.
3. CUI shall NOT be transmitted through unencrypted email on the internet.

H.11.2 UNAUTHORIZED DISCLOSURE OF CUI

Unauthorized disclosure of CUI does not constitute an unauthorized disclosure of classified information for security purposes. The contractor shall take administrative action to ensure that the unauthorized disclosure of information is contained and that appropriate re-education is provided to those responsible. The unauthorized disclosure shall be reported to the Government Security Office immediately.

H.11.3

RESERVED.

H.11.4 OPERATIONS SECURITY (OPSEC) PLAN

The contractor's OPSEC Plan shall comply with OPSEC requirements as defined in the DD Form 254, Contract Security Classification Specification.

Between August and November of each year, the contractor shall provide annual OPSEC training for all personnel covered by an IT where a PPP is included. The contractor shall complete the OPSEC Plan (Section F, Deliverable 43) and include the following information:

- a. Summary: The summary shall include a brief statement of the overall requirement and actions.
- b. Body Report: The contractor shall state the training provided and individuals attending.
- c. Verification of compliance with training requirements.
- d. List of subcontractors.
- e. Each person's name, title, functional area, and employing contractor or subcontractor.

H.11.5 RESERVED

H.12 TRAINING AND PERMITS

The contractor shall provide fully trained and experienced personnel required for performance under the TO. The contractor shall train contractor personnel, at its own expense, except when the FEDSIM CO has given prior approval for specific training to meet special requirements.

Except as otherwise authorized by the FEDSIM CO, the contractor shall, at its own expense, be responsible for obtaining all licenses, certifications, authorizations, approvals, and permits. The contractor shall also be responsible for complying with any applicable Federal, state, and municipal laws, codes, and regulations, and any applicable foreign work permits, authorizations, and/or visas in connection with the TO performance.

The following is a list of the required TO training for all contractor personnel including, but not limited to, subcontractors and teaming partners. This is not an exhaustive list and is subject to change. The requirements below for taking training within 30 calendar days of the individual's start date are waived if the contractor can provide a certificate or other evidence to the FEDSIM COR that the individual has completed the training within the last 12 months. At a minimum and as applicable, all contractor personnel shall complete the following required training:

- a. Cybersecurity IT Awareness Training: All contractor personnel shall complete the DoD Cybersecurity IT Awareness Training prior to issuance of network access and annually thereafter. All contractor personnel supporting cybersecurity and/or IT functions must comply with DoD and U.S. Army training requirements in DoDD 8570.01, DoD 8570.01M, and AR 25-2 within six months of appointment to cybersecurity/IT functions.
- b. IA Awareness Training: All contractor personnel shall complete the DoD IA Awareness Training prior to issuance of network access and annually thereafter. All contractor personnel working in IA/IT functions shall comply with DoD and U.S. Army training requirements in DoDD 8570.01, DoD 8570.01-M, and AR 25-2 within six months of appointment to IA/IT functions.
- c. Level 1 OPSEC Awareness Training: Per AR 530-1, all contractor personnel shall complete Level I OPSEC Awareness training within 30 calendar days of the individuals TO start date and annually thereafter. Level I OPSEC Awareness training is available at the following website: <https://securityawareness.usalearning.gov/opsec/index.htm>.

- d. Threat Awareness Reporting Program (TARP): In accordance with AR 381-12, all contractor personnel shall receive annual TARP training conducted by a counterintelligence (CI) agent or other trainer as specified in 2-4b of the Antiterrorism (AT)/OPSEC.
- e. Antiterrorism Awareness - iWATCH Training: The contractor shall brief all personnel on the local iWATCH program (training standards will be provided by the required activity AT officer). This locally developed training shall be used to inform contractor personnel of the types of behavior to watch for and to instruct contractor personnel to report any suspicious activity to the Government. This training shall be completed within 30 calendar days of the individual TO start date.

H.13 ORGANIZATIONAL CONFLICT OF INTEREST AND NON-DISCLOSURE REQUIREMENTS

H.13.1 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

If a contractor has performed, is currently performing work, or anticipates performing work that creates or represents an actual or potential OCI, the contractor shall immediately disclose this actual or potential OCI to the FEDSIM CO in accordance with FAR Subpart 9.5. The nature of the OCI may involve the prime contractor, subcontractors of any tier, or teaming partners. The Government will address OCI mitigation needs in resultant TDLs with performance that could potentially cause an OCI with a future Government requirement.

H.13.2 NON-DISCLOSURE REQUIREMENTS

If the contractor acts on behalf of, or provides advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, then the contractor shall execute and submit a Corporate Non-Disclosure Agreement (NDA) Form (Section J, Attachment I) and ensure that all its personnel (including subcontractors, teaming partners, and consultants) who will be personally and substantially involved in the performance of the TO are instructed in:

- a. FAR 3.104 requirements for disclosure, protection, and marking of contractor bid or proposal information, or source selection information.
- b. FAR Part 9 for third-party disclosures when acting in an advisory capacity.

All proposed replacement contractor personnel shall also be instructed in the requirements of FAR 3.104. Any information provided by contractors in the performance of this TO or obtained from the Government is only to be used in the performance of the TO. The contractor shall put in place appropriate procedures for the protection of such information and shall be liable to the Government for any misuse or unauthorized disclosure of such information by its personnel, as defined above.

H.13.3 OCI MITIGATION PLAN

Due to the work under this TO and contractor support provided for the EDITS stakeholders may be exposed to OCI. Accordingly, during execution of the TO, the contractor, subcontractors of any tier, and any teaming partners are required to submit updates to the OCI Mitigation Plan from proposal submission as part of the draft PMP contract deliverable (Section F, Deliverable 45) that addresses the contractor's approach to active OCI management, avoidance, and neutralization throughout the course of performance provided for this TO. The intent of the OCI Mitigation Plan is to ensure that active management of OCI minimization techniques are utilized

in order to reduce the contractor's risk of preclusion from future work. The contractor shall disclose the following information to the FEDSIM CO, in its updated OCI Mitigation Plan:

- a. If a contractor has performed, is currently performing work, or anticipates performing work during the life of the TO that creates or represents an actual or potential OCI.
- b. Prime and subcontractor offerors that perform new System Engineering and Technical Assistance (SETA) work supporting the EDITS stakeholders shall explain in their OCI Mitigation Plans if and how the work impacts the EDITS TO; and, indicate if SETA employees have been firewalled, or describe other methods that were implemented to ensure potential or actual OCIs were mitigated, neutralized, avoided, or resolved.
- c. In addition to the OCI Mitigation Plan, the FEDSIM CO may require further information from the contractor. The FEDSIM CO will use all information submitted by the contractor, and any other relevant information known to GSA, to determine whether the OCI Mitigation Plan adequately avoids, neutralizes, mitigates, or resolves the actual or potential OCI.

H.17 RESERVED

H.20 RESERVED.

H.21 COMMERCIAL SUPPLIER AGREEMENTS

H.21.1 Reserved

H.21.2 Reserved

H.22 PRESS/NEWS RELEASE

The contractor shall not make any press/news release pertaining to this TO without prior Government approval and only in coordination with the FEDSIM CO.

H.23 INTELLECTUAL PROPERTY RIGHTS

The existence of any patent, patent application, or other intellectual property right that encumbers any deliverable shall be disclosed in writing on the cover letter that accompanies the delivery. If no such disclosures are provided, the data rights provisions in DFARS 252.227-7013 and 252.227-7014.

H.25 CONTRACTOR IDENTIFICATION

As stated in 48 CFR 211.106, Purchase Descriptions for Service Contracts, contractor personnel shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and by displaying distinguishing badges or other visible ID for meetings with Government personnel. Contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

H.26 RESERVED

PART 5

Capitalized terms shall have the meanings ascribed to them in Plasan NA's General Terms and Conditions of Purchase. Capitalized terms only defined herein shall have those meanings ascribed to them.

1. **DOCUMENTATION:** Upon Plasan NA's request, Plasan NA shall be given copies of all written materials related to the Goods and made available to the public, including, without limitation, all user, operating, maintenance and other technical manuals (collectively, "Documentation"), as well as all brochures, specifications, and marketing materials. Documentation shall be made available to Plasan NA at a price no greater than that charged to the general public.
2. **SOFTWARE LICENSE RIGHTS:** Seller hereby grants and Plasan NA hereby accepts the grant of a nonexclusive, nontransferable license to use the object code and to make one copy for archival purposes of the software as identified on the face of this Order or in the statement of the work. If so required by the statement of work, Seller shall grant and Plasan NA hereby accepts the grant of a nonexclusive, nontransferable license to use, modify, reproduce and sublicense to Client, under the terms of Plasan NA's contract with Client, the object code of said software. Seller hereby grants, and Plasan NA hereby accepts such other rights in said software as are set forth on the face of the Order or in the statement of work. Seller shall assume all responsibility for including appropriate proprietary rights legends on Seller's software and any accompanying documentation. Plasan NA shall not remove or alter any such legends.

In the event the software purchased under this order is required to support one of Plasan NA's clients, Plasan NA shall have the right to transfer any and all licenses to the respective end client in accordance with Plasan NA's contract.

3. **INTELLECTUAL PROPERTY:**
 - a) Seller agrees to indemnify and hold harmless Plasan NA, its officers, agents, and employees from and against any and all claims and liability, loss, penalties, expenses, suits, damages, judgments, demands, and costs (including reasonable legal fees and expenses) arising from any claim, suit, injunction, action, proceeding, or investigation alleging infringement or violation of any intellectual property rights or license, related to any Goods or Services delivered or performed in connection with the PO ("IP Claim"). Seller shall not be liable for any IP Claim based on Seller's compliance with any Specification created by Plasan NA, unless (i) Seller could have complied with Plasan NA's specification using a solution that was non-infringing; (ii) the infringing portion of the specification was provided by Seller; or (iii) Seller failed to provide prompt written notification of any known infringement claim. Seller shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that Seller has notice or is given prompt written notice of such claim or suit and, further, that Seller shall be given necessary information, reasonable assistance and the authority to defend such claim or suit. Seller shall not enter into any settlement without Plasan NA's prior written consent, which shall not be unreasonably withheld.
4. **SUBCONTRACTS:** Seller shall not subcontract all or any portion of this PO without Plasan NA's prior written approval. If permitted under this article, Seller agrees that all applicable and required FAR, DFARS and agency acquisition regulation clauses identified in this PO shall be flowed down to any lower-tier subcontracts.
5. **LIEN WAIVERS:** Seller shall furnish, upon Plasan NA's request, waivers by Seller and all other persons entitled to assert any lien rights in connection with the performance of this Order.
6. **NOTICE OF LABOR DISPUTES:** Whenever an actual or threatened labor dispute is delaying or threatens to delay the timely performance of this Order, Seller shall immediately notify Plasan NA in writing and provide all relevant information with respect to such dispute.
7. **NOTIFICATION OF EMPLOYEE RIGHTS**

Compliance with Federal Labor Law Notification Requirements. Subcontractor certifies and agrees that it will post all notices informing employees of their rights under federal labor laws as required by:

 - Executive Order 13496 – "Notification of Employee Rights Under Federal Labor Laws" and
 - Title 29, Part 471 – "Obligations of Federal Contractors and Subcontractors; Notification of Employee Rights under Federal Labor Laws" of the Code of Federal Regulations."
 - Accordingly, 29 CFR Part 471 Appendix A to Subpart A is hereby incorporated by reference into this Order.

This Article applies if this PO is expected to exceed \$10,000. If any subsequently issued modification to this PO increases the total value of this PO over \$10,000, Supplier, by executing or performing the performance, agrees to the certification contained in this Article.

8. **PUBLICITY:** Seller shall not make nor authorize any news release, advertisement, or other disclosure which shall deny or

confirm the existence of this PO, nor identify Plasan NA or its Customer as a party to any order placed with Seller, without the prior written consent of Plasan NA, except as may be required to perform on this PO.

9. **IN-PROCESS TECHNICAL REVIEW:** Seller's performance hereunder may be subject to an in- process technical review by Plasan NA's Technical Representative or such other person(s) as may be designated in writing by Plasan NA, provided the actions associated therewith are not unreasonable and do not interfere with the progress of the work.
10. **CYBERSECURITY** - If Seller's Statement of Work involves work for the U.S. Department of Defense, and this Seller incorporates by reference DFARS 252.204-7008, 252.204-7012, or 252.239- 7010, and Seller, at any time is unable to comply with the requirements of those clauses, Seller will provide immediate notice to Plasan NA. In situations of non-compliance, Plasan NA reserves the right to alter Seller's requirements or performance, or if necessary, terminate this Seller, in order to ensure compliance with the aforementioned DFARS clauses.
11. **CLAIMS RELATED TO PRIME CONTRACTS:** (A) If a final decision is made by the Customer's Contracting Officer, and such final decision pertains to the subject matter of this PO, then such final decision shall be binding upon Seller with respect to such matter, except that Seller's rights of appeal through a Plasan NA sponsored claim are available to Seller, at Plasan NA's sole discretion and at Seller's expense. Should Plasan NA agree to sponsor a Seller's appeal to a final decision made by the Customer's Contracting Officer, then Federal law shall apply to that claim or action. If, as a result of any final decision or appeal thereof, Plasan NA is unable to obtain payment, or reimbursement, from Customer or prime contractor, or is required to refund, or credit, to Customer or prime contractor any amount with respect to any item, or matter, for which Plasan NA has reimbursed, or paid, to Seller, then Seller shall, on demand, promptly repay such amount to Plasan NA . Plasan NA's maximum liability to Seller for any matter connected with, or related to, this PO which was properly the subject of a final decision, or appeal, thereof is the amount of Plasan NA's recovery from the Client for that claim. (B) Except as may be expressly set forth in these terms and conditions and with the Customer Contracting Officer's express consent, the Seller shall not acquire any direct claim or direct course of action against the U.S. Government.
12. **COUNTERFEIT ELECTRONIC PARTS**
 - a) Seller warrants that: (1) Seller will comply with DFARS 252.246-7007; (2) Seller has promulgated policies, procedures, and systems to detect and avoid counterfeit electronic parts and suspect counterfeit electronic parts; (3) in the event Seller provides such counterfeit parts, Seller will provide written notification immediately to Plasan NA and the appropriate U.S. Government authorities,
 - b) Seller shall not deliver, or cause another to deliver, counterfeit electronic parts, suspect counterfeit electronic parts, or higher level assemblies containing such parts to Plasan NA.
 - c) Upon request, Seller shall provide: (1) authorized supplier documentation that authenticates the traceability of the parts in question to the applicable authorized supplier, and/or that demonstrates the supplied parts are not counterfeit electronic parts or suspect counterfeit electronic parts; and (2) a copy of Seller's supply chain policy.
 - d) This clause applies in addition to any quality provision, specification, statement of work, or other provision included in this Contract.
 - e) Seller agrees and shall ensure that Counterfeit Goods are not delivered to Plasan NA. Goods delivered to Plasan NA or incorporated into other Goods and delivered to Plasan NA shall be new and shall be procured directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Work/product shall not be acquired from independent distributors or brokers unless approved in advance in writing by Plasan NA. When requested by Plasan NA, Seller must provide OCM/OEM documentation that authenticates traceability of the effected items to the applicable OCM/OEM.
 - f) Seller shall include this clause or reasonably equivalent provisions in all subcontracts for the delivery of electronic parts (or items that may include such parts) that will be furnished to Plasan NA.
 - g) In the event that parts delivered under this PO constitute or include counterfeit electronic parts, Seller shall, at its sole expense, promptly replace such parts with authentic, non-counterfeit electronic parts, conforming to the requirements of this PO. Notwithstanding any other provision in this PO, Seller shall be liable for all costs relating to the removal and replacement of counterfeit electronic parts, including, without limitation, Plasan NA's costs of removing counterfeit electronic parts, installing replacement parts, and any testing necessitated by the reinstallation of authentic parts after counterfeit parts have been removed or replaced. Notwithstanding any other provision in this PO, Seller agrees to indemnify Plasan NA for any damages resulting from Seller's provision of electronic counterfeit parts or suspect counterfeit electronic parts. The remedies contained in this paragraph are in addition to any remedies Plasan NA may have at law, equity, or under other provisions of this PO.
13. **REPRESENTATIONS & CERTIFICATIONS:** Seller's most current Representation and Certifications are hereby incorporated into this PO by reference. Seller understands and agrees that Plasan NA may request subsequent Representations and Certifications in relation to this PO. Those subsequent Representations and Certifications are hereby incorporated as well into this PO by reference.
14. **ORDER OF PRECEDENCE:** In the event of any inconsistency in this PO, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence to the following: FAR Regulations and any additional

Government provisions incorporated in the comments section on the front of the order unless more lax than any of the other parts of this PO, in which case the stricter interpretation applies.

This Order is subject to the following clauses of the Federal Acquisition Regulation (FAR) and any Defense Federal Acquisition Regulation Supplement (DFARS) clauses, as applicable and in effect on the date of this Order, which clauses are hereby incorporated by reference into this Order with the same force and effect as though herein set forth in full text.

In accordance with FAR 52.252-1 and 52.252-2, the following clauses and provisions are incorporated by reference and apply to this Contract as defined by the respective FAR clause or provision:

The following clauses apply to this Contract as defined by the respective FAR clause:

- 52.203-3 Gratuities (4/84)
- 52.203-5 Covenant Against Contingent Fees (5/14)
- 52.203-6 Restriction of Subcontractor Sales to the Government (6/20)
- 52.203-7 Anti-Kickback Procedures (6/20)
- 52.203-10 Price of Fee Adjustment for Illegal or Improper Activity (5/14)
- 52-203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (9/07)
- 52.203-12 Limitation of Payments to Influence Certain Federal Transactions (6/20)
- 52.203-13 Contractor Code of Business Ethics and Conduct (11/21)
- 52.203-14 Display of Hotline Poster(s) (11/21)
- 52.203-15 Whistleblower Protection under the American Recovery and Reinvestment Act of 2009 (6/10)
- 52.204.2 Security Requirements (3/21)
- 52.204-10 Reporting Executive Compensation and First- Tier Subcontract Awards (6/20)
- 52.215-10 Price Reduction for Defective Cost or Pricing Data (8/11)
- 52.215-11 Price Reduction for Defective Cost or Pricing Data-Modifications (6/20) 52.215-12
- 52.215-13 Subcontractor Cost or Pricing Data-Modifications (16/20) 52.215-14
- 52.215-15 Pension Adjustments and Asset Reversions (10/10)
- 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (7/05)
- 52.215-19 Notification of Ownership Changes (10/97)
- 52.215-20 Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data (11/21)
- 52.215-21 Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data-Modifications (11/21)
- 52.215-10 Price Reduction for Defective Cost or Pricing Data (8/11)
- 52.215-11 Price Reduction for Defective Cost or Pricing Data-Modifications (6/20) 52.215-12
- 52.215-23 Limitation on Pass-Through Charges (6/20) 52.219-8
- 52.222-1 Notice to the Government of Labor Disputes (2/97) 52.222-3
- 52.222-20 * Walsh Healey Public Contracts Act (6/20) 52.222-21
- 52.222-22 Previous Contracts and Compliance Reports (2/99) 52.222-25
- 52.222-26 * Equal Opportunity (9/16)
- 52.215-23 Limitation on Pass-Through Charges (6/20) 52.219-8
- 52.222-1 Notice to the Government of Labor Disputes (2/97) 52.222-3
- 52.222-20 * Walsh Healey Public Contracts Act (6/20) 52.222-21
- 52.222-22 Previous Contracts and Compliance Reports (2/99) 52.222-25
- 52.222-26 * Equal Opportunity (9/16)
- 52.222-35 * Equal Opportunity for Special Disabled Veterans Era and Other Eligible Veterans (6/20)
- 52.222-36 * Affirmative Action for Workers with Disabilities (6/20)
- 52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (6/20)
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (12/10) 52.222-54
- 52.223-2 Affirmative Procurement of Bio based Products under Service and Construction Contracts (9/13)
- 52.223-6 Drug-Free Workplace (5/01) 52.225-8
- 52-225-11 Buy American Act – Construction Materials under Trade Agreements (11/21) 52.227-1
- 52.222-35 * Equal Opportunity for Special Disabled Veterans Era and Other Eligible Veterans (6/20)

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52.222-36	* Affirmative Action for Workers with Disabilities (6/20)
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (6/20)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (6/20)
52.227-3	Patent Indemnity (4/84)
52.227-3	Patent Indemnity, Alternate I (4/84)
Alt I	
52.227-9	Refund of Royalties (4/84)
52.227-10	Filing of Patent Applications-Classified Subject Matter (12/07)
52.242-15	Stop-Work Order (8/89)
52.244-6	Subcontracts for Commercial Items (1/22)
52.248-1	Value Engineering (6/20)
52.252-1	Solicitation Provisions Incorporated by Reference (2/98)

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“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 contractors and subcontractors to employ and advance in employment qualified veterans.”

“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 contractors and subcontractors to employ and advance in employment qualified veterans.”

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60- 300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability

In the FAR clauses above, the term and/or terms such as "Contract" shall mean this Purchase Order, the term and/or terms such as "Contractor" shall mean Seller and, in all FAR clauses which provide for audit, terms such as “Government," "Contracting Officer" and "Comptroller General" shall include Plasan NA. Terms such as "Government" or "Contracting Officer" shall remain as written in the FAR clauses above which are designated by an asterisk and shall mean “Plasan NA” in the FAR clauses above which are not designated by an asterisk.

FAR PROVISIONS AND CLAUSES INCORPORATED BY REFERENCE

FAR	PROVISION/CLAUSE TITLE	DATE
52.202-1	Definitions	JUN 2020
52.203-6	Restrictions on Subcontractor Sales to the Government Alternate I	OCT 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds For Illegal or Improper Activity	MAY2014
52.203-13	Contractor Code of Business Ethics and Conduct	JUN 2020
52.203-14	Display of Hotline Poster(s)	JUN 2020
52.203-16	Preventing Personal Conflict of Interest	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts.	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	JUL 2018
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	AUG2020
52.207-3	Right of First Refusal of Employment	MAY 2006

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52.208-8	Required Sources of Helium and Helium Usage Data	AUG 2018
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	MAY2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2020
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.211-5	Materials Requirements	AUG 2000
52.215-2	Audit and Records -Negotiation	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.222-19	Child Labor-Cooperation with Authorities and Remedies	JAN 2020
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	MAY 2014
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-29	Notification of Visa Denial	APR2015
52.222-35	Equal Opportunity For Veterans	OCT 2015
52.222-36	Equal Opportunity For Workers With Disabilities	JUL 2014
52.222-37	Employment Reports Veterans	FEB 2016
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-50	Combating Trafficking in Persons	JAN 2019
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements	MAY2014
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN2017
52.223-5	Pollution Prevention and Right-To-Know Information	MAY2011
52.223-10	Waste Reduction Program	MAY 2011
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons	JUN 2016
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	AUG 2018
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.223-99	Ensuring Adequate COVID Safety Protocols for Federal Contractors	52.223-99
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.224-3	Privacy Training	JAN2017
52.225-1	Buy American-Supplies	MAY2014
52.225-3	Buy American-Free Trade Agreements-Israeli Trade Act	MAY2014
52.225-5	Trade Agreements	OCT 2019
52.225-9	Buy American-Construction Materials	MAY2014

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52.225-13	Restrictions on Certain Foreign Purchases	JUN2008
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States	MAY2020
52.225-26	Contractors Performing Private Security Functions Outside the United States	OCT 2016
52.227-1	Authorization and Consent Alternate I	APR 1984
52.224-2	Privacy Act	APR 1984
52.224-3	Privacy Training	JAN2017
52.227-4	Patent Indemnity-Construction Contracts	DEC2007
52.227-11	Patent Rights-Ownership by the Contractor	MAY2014
52.227-13	Patent Rights-Ownership by the Government	DEC2007
52.227-14	Rights in Data-General	MAY2014
52.227-22	Major System-Minimum Rights	JUN 1987
52.228-5	Insurance - Work on a Government Installation	JAN 1997
52.228-7	Insurance-Liability to Third Persons	MAR 1996
52.228-8	Liability and Insurance-Leased Motor Vehicles	MAY 1999
52.229-3	Federal, State, and Local Taxes	FEB 2013
52.230-2	Cost Accounting Standards	JUN 2020
52.230-3	Disclosure and Consistency of Cost Accounting Practices	JUN 2020
52.230-4	Disclosure and Consistency of Cost Accounting Practices-Foreign Concerns	JUN 2020
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-3	Protest After Award	AUG 1996
52.234-1	Industrial Resources Developed Under Title III, Defense Production Act	SEP 2016
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.237-3	Continuity of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.245-1	Government Property	JAN 2017
52.245-9	Use and Charges	APR 2012
52.246-16	Responsibilities for Supplies	APR 1984
52.251-1	Government Supply Sources	APR 2012

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1.2.3 GSAR PROVISIONS AND CLAUSES INCORPORATED BY REFERENCE

GSAR	TITLE	DATE
552.203-71	Restriction on Advertising	SEP 1999
552.204-9	Personal Identity Verification Requirements	OCT 2012
552.215-70	Examination of Records by GSA	JUL 2016
552.215-73	Notice	JUL 2016
552.216-74	GSA Task-Order and Delivery-Order Ombudsman	JAN 2017
552.223-73	Preservation, Packaging, Marking, and Labeling of Hazardous Materials (HAZMAT) for Shipments	JUN 2015
552.228-5	Government as Additional Insured	JAN 2016
552.232-1	Payments (DEVIATION FAR 52.232-1)	NOV 2009
552.232-23	Assignment of Claims	SEP 1999
552.232-25	Prompt Payment (DEVIATION FAR 52.232-25)	NOV 2009
552.232-39	Unenforceability of Unauthorized Obligations (DEVIATION FAR 52.232-39)	FEB 2008
552.232-78	Commercial Supplier Agreements-Unenforceable Clauses	FEB 2018
552.237-71	Qualifications of Employees	MAY 1989
552.237-73	Restriction on Disclosure Of Information	JUN 2009

1.2.4 FAR AND GSAR CLAUSES IN FULL TEXT

1.2.4.1 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than the simplified acquisition threshold, as amended, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor-
 - (1) Any order for a single item in excess of: **Not Applicable**
 - (2) Any order for a combination of items in excess of: **Not Applicable**
 - (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

1.2.4.2 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six months.

The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

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(End of clause)

1.2.4.3 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed the ordering period of ten years for task orders issued under the Master

Contract plus five years after the Master Contract's ordering period expires for task order performance.

1.2.4.4 GSAR 552.216-74 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (JAN 2016)

- (a) GSA has designated a Task-Order and Delivery-Order Ombudsman who will review complaints from contractors and ensure that they are afforded a fair opportunity for consideration in the award of task or delivery orders under Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts, consistent with the procedures in the contract. Written complaints shall be submitted to the Ombudsman, with a copy to the Contracting Officer.
- (b) In the case that the contractor is not satisfied with the resolution of the complaint by the GSA Task-Order and Delivery-Order Ombudsman, the contractor may follow the procedures outlined in subpart 33.1.
- (c) The GSA Ombudsman is located at the GSA, Office of Government-wide Policy (OGP), Office of Acquisition Policy (MV). Contact information for the GSA Ombudsman can be found at: <http://www.gsa.gov/ombudsman>.

(End of Clause)

1.2.5 DFARS PROVISIONS AND CLAUSES INCORPORATED BY REFERENCE

252.223-7999 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation 2021-00009) (FOR DoD TASK ORDERS ONLY)

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This PO incorporates one or more clauses by reference with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at the FAR website:

<http://www.acquisition.gov/far/>

FAR Part 12 commercial clauses do apply to this PO, for purposes of subcontract flow-downs, as applicable.

FAR	TITLE	DATE
52.204-14	Service Contract Reporting Requirements	OCT 2016
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021

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52.216-7	Allowable Cost and Payment	AUG 2018
	Fill-in: 30 days	
52.216-8	Fixed Fee	JUN 2011
52.222-2	Payment for Overtime Premiums Fill-in: \$0	JUL 1990
52.223-15	Energy Efficiency in Energy-Consuming Products	MAY 2020
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.227-21	Technical Data Declaration, Revision, and Withholding of Payment – Major Systems	MAY 2014
	Fill-in: 30 days	
52.229-8	Taxes – Foreign Cost-Reimbursement Contracts Fill-in: any nation within the AOR of Africa Command (AFRICOM), Central Command ((CENTCOM), European Command (EUCOM), Northern Command (NORTHCOM), Pacific Command ((PACOM), and Southern Command (SOUTHCOM), or from which the Contractor or any subcontractor under this contract is exempt under the laws of any nation within the AOR of AFRICOM, CENTCOM, EUCOM, NORTHCOM, PACOM, and SOUTHCOM	MAR 1990
52.232-20	Limitation of Cost	APR 1984
52.232-22	Limitation of Funds	APR 1984
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Deviation)	NOV 2021
52.233-3	Protest After Award (Alternate I)	AUG 1996
52.237-3	Continuity of Services	JAN 1991
52.243-2	Changes – Cost Reimbursement- Alternate II	AUG 1987
52.244-2 (Alt I)	Subcontracts Fill-in (d): A contract that exceeds 1% of the total contract estimated value. Labor rates not evaluated at time of TOA must obtain FEDSIM CO written consent. Fill-in (j): Subcontractors to be added at TOA.	JUN 2020
52.245-1	Government Property	SEP 2021
52.246-3	Inspection of Supplies—Cost-Reimbursement	MAY 2001
52.246-5	Inspection of Services - Cost-Reimbursement	APR 1984
52.247-63	Preference for U.S.-Flag Air Carriers	JUN 2003

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FAR	TITLE	DATE
52.247-67	Submission of Transportation Documents for Audit Fill-in: COR, see Section G	FEB 2006
52.249-6	Termination (Cost-Reimbursement)	MAY 2004
52.251-2	Interagency Fleet Management System Vehicles and Related Services	JAN 1991

I.1.1 FAR CLAUSES INCORPORATED BY FULL TEXT

FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control

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Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

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

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any

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further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six months.

The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the contract expires.

(End of clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

1. The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
2. If the Government exercises this option, the extended contract shall be considered to include this option clause.
3. The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years and six months.

(End of clause)

I.2 GENERAL SERVICES ACQUISITION MANUAL (GSAM), CLAUSES INCORPORATED BY REFERENCE

The full text of a clause may be accessed electronically at the GSAM website:

<https://www.acquisition.gov/gsam/gsam.html/>

GSAM	TITLE	DATE
552.204-9	Personal Identity Verification Requirements	JUL 2021
552.215-70	Examination of Records by GSA	JUN 2016
552.232-25	Prompt Payment (Deviation FAR 52.232-25)	NOV 2009
552.232-39	Unenforceability of Unauthorized Obligations (FAR Deviation)	FEB 2018
552.232-78	Commercial Supplier Agreements Unenforceable Clauses	FEB 2018

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552.239-71	Security Requirements for Unclassified Information Technology Resources	JAN 2012
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I.2.1 GSAM CLAUSES INCORPORATED BY FULL TEXT

GSAM 552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2022)

Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Products and Commercial Services (JAN 2022)

(a) The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial products, including commercial components, and commercial services. The clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The GSAR clauses in paragraph (b) of this section are incorporated by reference:

(b) Clauses.

552.203-71 Restriction on Advertising

552.211-73 Marking

552.215-70 Examination of Records by GSA

(End of clause)

I.3 DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) CLAUSES INCORPORATED BY REFERENCE

The full text of a clause may be accessed electronically at the Defense Pricing and Contracting website:

www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

DFARS	TITLE	DATE
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7004	Display of Hotline Posters	AUG 2019
252.204-7000	Disclosure of Information	OCT 2016

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252.204-7009	Limitations on the Use or Disclosure of Third- Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information to Litigation Support	MAY 2016
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2020
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.211-7003	Item Unique Identification and Valuation	MAR 2016
252.211-7007	Reporting Of Government-Furnished Property	AUG 2012
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.222-7002	Compliance with Local Labor Laws (Overseas)	JUN 1997
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition Of Hexavalent Chromium	JUN 2013
252.223-7999	Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors	OCT 2021
252.225-7008	Restriction on Acquisition of Specialty Metals	MAR 2013
252.225-7012	Preference For Certain Domestic Commodities	DEC 2016
252.225-7013	Duty-Free Entry	MAY 2017
252.225-7028	Exclusionary Policies and Practices of Foreign Governments	APR 2003
252.225-7981	Additional Access to Contractor and Subcontractor Records (Other than USCENTCOM)	SEP 2015
252.225-7993	Prohibition on Providing Funds to the Enemy	SEP 2015
252.225-7048	Export-Controlled Items	JUN 2013

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DFARS	TITLE	DATE
252.227-7013	Rights in Technical Data - Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data-Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions - Computer Software	SEP 2016
252.227-7030	Technical Data-Withholding of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.229-7002	Custom Exemptions (Germany)	JUN 1997
252.229-7003	Tax Exemptions (Italy)	MAR 2012
252.229-7005	Tax Exemptions (Spain)	MAR 2012
252.229-7011	Reporting of Foreign Taxes – U.S. Assistance Programs	SEP 2005
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.239-7010	Cloud Computing Services	OCT 2016
252.244-7000	Subcontracts For Commercial Items	JUN 2013
252.245-7001	Tagging, Labeling, and Marking of Government- Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	JAN 2021
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.246-7001	Warranty of Data	MAR 2014
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	AUG 2016
252.246-7008	Sources of Electronic Parts	MAY 2018
252.247-7023	Transportation Of Supplies By Sea	FEB 2019
252.251-7000	Ordering from Government Supply Sources	AUG 2012