

GENERAL PROVISIONS – FIRM FIXED PRICE PURCHASE ORDER U. S. Government Contract

TERMS AND CONDITIONS OF PURCHASE

Subject only to any applicable written override agreement, these Communications & Power Industries (CPI) Terms and Conditions of Purchase (“CPI Purchase Terms”) of the CPI Purchase Order (“Purchase Order”) on which they are attached, appended, included, or referenced, apply to all purchases by Communications & Power Industries LLC, Communications & Power Industries Canada Inc., their affiliates, divisions, and subsidiaries (collectively “CPI” or “Buyer”) of any items, materials, goods, or products, including hardware, software, specially manufactured items (“Products”) and services (“Services”) furnished by any supplier (“Seller”) to CPI and supersede any prior offers, negotiations, agreements, and representations concerning the Products or Services of this Purchase Order and constitutes the entire agreement between the parties.

1.0 Definitions - As used throughout this Order, including provisions incorporated by reference, the following terms shall have the meaning set forth below:

- (a) **“Buyer”** means CPI the legal entity issuing this order.
- (b) **“Buyer’s Authorized Procurement Representative”** means the authorized Purchasing Agent, Subcontract Manager, or Contract Manager representing Buyer.
- (c) **“Contractor”** means “Seller.”
- (d) **“Goods”** means supplies or services provided by Seller.
- (e) **“Government”** means the Government of the United States of America.
- (f) **“Order”** means the contractual instrument (e.g. Agreement, Purchase Order or Subcontract) into which these General Provisions are incorporated.
- (g) **“Seller”** means the person, firm or corporation executing this Order with Buyer and which will furnish the Goods provided for herein.
- (h) **“Work”** means the subject of this Order, and therefore may include, without limitation, goods (e.g., materials, equipment, products, hardware, software, or information) or services (whether or not ancillary to the sale of goods) or both furnished by Seller to Buyer in performance of and pursuant to this Order.

2.0 Formation of Order - The Purchase Order is expressly conditional on Seller's acceptance of these CPI Purchase Terms. Unless expressly accepted in writing by CPI, additional or different terms and conditions proposed by Seller or included in Seller’s quotation, acknowledgment, or other documentation are objected to by CPI and shall have no effect despite any usage of trade or course of performance. Seller’s acknowledgment, acceptance of payment, or commencement of performance shall constitute Seller’s unqualified acceptance of the Purchase Terms. CPI’s receipt of Products or Services is not accepted by CPI of Seller’s terms and conditions is not a waiver of CPI Purchase Terms, and does not create any contractual obligation to purchase Products or Services from Seller. Buyer objects to and is not bound by any term or condition that differs from or adds to this offer unless specifically agreed to in writing by Buyer’s Authorized Procurement Representative. Seller’s acceptance of this offer shall be evidenced by commencement of performance or by acceptance of this offer in writing.

3.0 Changes

3.1 Buyer’s Authorized Procurement Representative may, in writing, direct changes in: (i) drawings, designs and specifications, to include technical requirements and descriptions included in the Statement of Work, (ii) reasonable adjustments in quantities and/or delivery schedules, (iii) place of delivery, inspection or acceptance, (v) shipment or packing methods, (vi) amount of Buyer-furnished property; and, if this Order includes services, (vii) description of services, place, and/or time of performance of the services, within the general scope of this Order. If the Buyer’s Authorized Procurement Representative directed change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the Work under this Order, whether or not changed by the directed change, Seller must assert any claim in writing within twenty-five calendar days and deliver a fully supported proposal to Buyer’s Authorized Procurement Representative within sixty calendar days after Seller’s receipt of such a directed change. Buyer and Seller shall negotiate an equitable adjustment in the price and/or schedule to reflect the

increase or decrease. Failure of the parties to agree upon any adjustment shall not excuse Seller from performing in accordance with Buyer's direction. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of Article 21.0 of this Order entitled "Dispute Resolution." Buyer may, at its sole discretion, consider any claim regardless of when asserted. If Seller's proposal includes the cost of property made obsolete or excess by the change, Buyer may direct the disposition of the property. Seller shall use its best efforts to mitigate damages by attempting to sell obsolete or excess supplies to other customers.

3.2 Buyer's engineering and technical personnel may from time to time render assistance or give technical advice to, or discuss or affect an exchange of information with the Seller's personnel concerning the Work hereunder. Such actions shall not be deemed to be a change under this Article 3.0 and shall not vest Seller with authority to change the Work hereunder. In the event Seller receives an instruction, order, or advice that Seller deems to be a change from anyone other than Buyer's Authorized Procurement Representative, Seller shall immediately advise Buyer's Authorized Procurement Representative of that instruction, order, or advice. Seller shall not be entitled to any adjustment of the Order price, delivery schedule or other Order provisions because of actions taken by the Seller pursuant to said instruction, order or advice without a written Purchase Order Revision, Change Order, or Supplemental Agreement to this Order issued by Buyer's Authorized Procurement Representative.

3.3 The Seller shall not make any changes in the Work or end items (including assemblies, subassemblies, parts and components thereof) that do not conform to the requirements of this Order without the prior written consent of Buyer. Seller may prescribe a procedure for the reporting and approval of changes initiated by the Seller.

4.0 Rights and Use of Proprietary Information and Materials

4.1 All (a) proprietary and/or trade secret information; (b) tangible items containing, conveying or embodying such information; and (c) tooling identified as being subject to this clause and obtained, directly or indirectly, from Buyer in connection with this Order that are clearly marked as "Proprietary" (collectively referred to as "Proprietary Information and Materials") shall remain Buyer's property and shall be protected from unauthorized use and disclosure.

4.2 Seller shall use Proprietary Information and Materials only in the performance of and for the purpose of this Order. The restrictions on disclosure or use of Proprietary Information and Materials by Seller shall apply to all materials derived by Seller or others from Buyer's Proprietary Information and Materials.

4.3 Upon the completion, termination, or cancellation of this Order, or upon Buyer's request at any time, Seller shall return to Buyer all of Buyer's Proprietary Information and Materials and all materials derived therefrom, unless specifically directed otherwise in writing by Buyer. Seller shall not, without the prior written authorization of Buyer, sell or otherwise dispose of (as scrap or otherwise) any parts or other materials containing, conveying, embodying or made in accordance with or by reference to any Proprietary Information and Materials of Buyer. Prior to disposing of such parts or other materials as scrap, Seller shall render them unusable. Buyer shall have the right to audit Seller's compliance with this Article 4.0.

4.4 Seller may disclose Proprietary Information and Materials of Buyer to its subcontractors as required for the performance of this Order, provided that each such subcontractor first agrees in writing to the same obligations imposed upon Seller under this Article 4.0 relating to Proprietary Information and Materials. Seller shall be liable to Buyer for any breach of such obligation by such subcontractor.

4.5 The provisions of this Article 4.0 are effective in lieu of any restrictive legends or notices applied to Proprietary Information and Materials. The provisions of this Article 4.0 shall survive the performance, completion, termination, or cancellation of this Order for a period of two years.

5.0 Work Performed on Buyer Premises or on Premises of Buyer's Customer(s) or Access to Buyer's Information Systems

5.1 If this Order involves work by Seller on the premises of Buyer or Buyer's Customer(s), Seller shall comply with and take all precautions required by any safety and security regulations and Buyer internal policies or procedures to prevent the occurrence of any injury to person or property during the performance and progress of such Work. Seller shall promptly notify Buyer of any such injury to person or property, or damage. In addition to any other indemnification obligations in this Order, Seller hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever to all persons, whether employees of Seller, or otherwise, and to all property, caused by, resulting from, or arising out of Seller's negligence or that of its agents or employees when performing Work on the premises of Buyer or Buyer's Customer(s).

5.2 Seller shall at all times enforce strict discipline and good conduct among its employees, and shall not employ in connection with the services covered by this Order any unqualified or unfit person or anyone not skilled in the Work assigned to him or her. Seller also agrees that any employee, subcontractor, or agent provided under this Order to Buyer will abide by and perform in accordance with the employment policies of Buyer, which address mandatory internal dispute resolution of all covered claims, sexual and other unlawful harassment, drug and alcohol abuse, and equal employment opportunity. Seller shall indemnify and hold Buyer harmless against any liability arising from a violation of such policies by Seller's employee, subcontractor, or agent. In addition to any other remedies available to Buyer, Buyer may, without notice and an opportunity to cure, expel from its property/worksite, or the property or worksite of Buyer's Customer(s), any employee, subcontractor or agent of Seller found violating any Buyer policy. Seller must receive written permission from Buyer or Buyer's Customer(s) before storing any materials upon the premises or constructing any temporary workshop or other apparatus on the premises. Seller agrees to keep the premises free from accumulations of waste material or rubbish caused by its employees, subcontractors, or agents during performance, and at the completion of performance, Seller shall remove from the premises all rubbish, implements, and surplus materials and leave the premises broom clean, unless otherwise instructed by Buyer or Buyer's Customer(s). Seller shall properly store all loose tools and materials.

5.3 Prior to Buyer issuing any "No-Escort" badges to Seller's employees performing Work in the operating areas of Buyer's premises or facilities for a period of 45 days or more within a 365 day period, or having any access to Buyer computer information systems for any period of time, Seller, shall, at its own expense, obtain a Background Investigation (BI) on the Seller's employee in accordance with security standards established by Buyer's specific work location cognizant Security Organization.

6.0 Warranty and Guarantees

6.1 Seller warrants that all Goods furnished under this Order shall conform at time of delivery to all specifications and requirements of this Order and shall be free from defects in materials and workmanship. To the extent Goods are not manufactured pursuant to detailed designs and specifications furnished by Buyer, the Goods shall be free from design and specification defects. Seller warrants all Products to be of new material, be and only contain materials obtained directly from the Original Equipment Manufacturer ("OEM") or an authorized OEM reseller or distributor. This warranty shall survive inspection, test, acceptance of, and payment for the Goods. This warranty extends to Buyer and its successors, assigns and customers. Such warranty shall begin with Buyer's final acceptance and run for a period of one year. Unless otherwise provided in this Order, at Buyer's option, Buyer may (i) return the defective goods for credit or refund or (ii) direct Seller to promptly repair or replace defective goods, or (iii) repair or replace the defective goods using Buyer's employees or third parties and recover the cost of such repair or replacement from Seller. Return to Seller of defective Goods and redelivery to Buyer of corrected or replaced Goods shall be at Seller's expense. Goods required to be corrected or replaced shall be subject to this Article 6.0 in the same manner and to the same extent as Goods originally delivered under this Order, but only as to the corrected or replaced part or parts thereof. Even if the parties disagree about the existence of a breach of this warranty, Seller shall promptly comply with Buyer's direction to: (i) repair, rework or replace the Goods, or (ii) furnish any materials or parts and installation instructions required to successfully correct the defect or nonconformance. If the parties later determine that Seller did not breach this warranty, the parties shall equitably adjust the Order price.

6.2 Goods must be in accordance with their stated specifications or CPI specification and drawing requirements in order to meet product safety requirements. Goods must perform to their designed or intended purpose without causing unacceptable risk of harm to persons or damage to property.

6.3 If Services are part of the Purchase Order, all Services performed are guaranteed to be free from workmanship defects for a period of ninety (90) days for the date of final acceptance of the Services performed. Seller further guarantees that it will take all proper and necessary precautions for the safety and protection of persons and property, and will provide proper warnings for hazards that cannot be eliminated. For all efforts by Seller to supply design, engineering, installation, repair, maintenance, technical, construction, consulting, professional and other Services with respect to the Products, Seller guarantees that it has and will maintain sufficiently trained, experienced and appropriately licensed personnel to promptly and efficiently perform Services in a competent, workmanlike manner that is free from faults and defects, and that meets or exceeds the standard of performance reasonably expected of similar providers of Services

7.0 Schedule - Seller shall strictly adhere to the shipment or delivery schedules specified in this Order. Failure of the Seller to meet shipment or delivery schedules may be grounds for default termination. In the event of any anticipated or actual delay, Seller shall: (i) promptly notify Buyer in writing of the reasons for the delay and the actions being taken to overcome or minimize the delay; (ii) provide Buyer with a written recovery schedule; and (iii), if

requested by Buyer, ship via air or expedited routing to avoid or minimize delay to the maximum extent possible, unless Seller is excused from prompt performance as provided in the “Force Majeure” clause. The added premium transportation costs are to be borne by Seller.

Seller shall not deliver Goods prior to the scheduled delivery dates unless authorized by Buyer.

8.0 Inspection/Quality Control - Seller shall establish and maintain a Quality assurance system that is acceptable to Buyer and complies with the Order’s requirements, including Purchase Order notes and the Statement of Work.

9.0 Seller Notice of Discrepancies - Seller shall immediately notify Buyer in writing when discrepancies in Seller’s process, materials, or approved inspection/quality control system are discovered or suspected which may materially affect the Goods delivered or to be delivered under this Order.

10.0 Plant Visits - During performance of this Order, authorized representatives of Buyer, Buyer’s customer, or the Government shall have the right to visit Contractor's facilities involved in the performance hereunder at any time during normal business hours to review, monitor, coordinate or expedite performance and to secure necessary information for such purposes. Such visits will be coordinated with Contractor's cognizant personnel to minimize any effect on Contractor's normal operations.

11.0 Packing and Shipping

All delivered supplies shall be preserved, packaged, packed and marked in accordance with instructions or specifications referred to or incorporated by reference in this Order. In the absence of such instructions or specifications, for domestic shipments, the shipment shall be made FOB Buyer’s Facility utilizing best commercial practice adequate (i) to assure safe arrival at destination; (ii) for storage and for protection against the elements and transportation, (iii) to comply with carrier regulations appropriate to the method of shipment used, and (iv) to secure lowest transportation cost. For shipments originating outside the United States of America, shipping terms are FCA the port/point of export.

11.1 All shipments against this Order to be forwarded on one day via the same route must be consolidated. A packing list, showing Buyer’s purchase order/subcontract number, Order item number and description of contents must be included in each package. Buyer’s purchase order /subcontract number must appear on all packages, boxes, bills of lading, invoices, correspondence and other documents pertaining to this Order. The Government Contract number shown in the Schedule must appear on all of the Contractor’s purchase orders and subcontracts hereunder.

11.2 If Contractor’s deliveries fail to meet schedule, Contractor at its expense will use an expedited method of shipment requested and specified by Buyer until all deficiencies are corrected and deliveries are on schedule. See FAR 52.246-2 “Inspection of Supplies – Fixed Price” and FAR 52.246-4 “Inspection of Services – Fixed Price” for additional requirements.

12.0 Acceptance and/or Rejection - Buyer shall accept the Goods or give Seller notice of rejection within a reasonable time after delivery, notwithstanding any payment or prior test or inspection. No inspection, test, delay, or failure to inspect/test or failure to discover any defect or other nonconformance shall relieve Seller of any of its obligations under this Order or impair any rights or remedies of Buyer or Buyer’s customers. Buyer may revoke acceptance of Goods if the Goods are not conforming and if Buyer’s acceptance was reasonably induced either by the difficulty of discovery before acceptance or by the Seller’s assurances.

If Seller delivers nonconforming Goods, Buyer may require Seller to promptly correct or re-perform the nonconforming Goods. Redelivery to Buyer of any corrected or re-perform Goods shall be at Seller’s expense. In addition, Buyer may at its sole option (i) correct the nonconforming Goods, or (ii) obtain replacement Goods from another source at Seller’s expense, and reduce the Order price by the costs to correct or obtain replacement; or (iii) accept all or part of such Products or Services at an equitable price reduction; or (iv) return non-conforming Products for refund or credit. Seller shall disclose any corrective action taken. All repair, replacement and other correction and redelivery shall be completed within the original delivery schedule or such later time as Buyer’s Authorized Procurement Representative may reasonably direct.

All costs and expenses and loss of value incurred as a result of or in connection with nonconformance and repair, replacement or other correction may be recovered from Seller by equitable price reduction or credit against any amounts that may be owed to Seller under this Order or otherwise.

13.0 Suspension of Work

13.1 Buyer’s Authorized Procurement Representative may, by written order only, suspend part or all of the Work

to be performed under this Order for a period not to exceed ninety calendar days unless the parties mutually agree to an extension. Within this ninety (90) calendar day period of Work suspension, the Buyer shall (i) cancel the suspension of work order; (ii) terminate this Order in accordance with Section 14.1 “Termination for Convenience” of this Order; (iii) terminate this Order in accordance with Section 14.2 “Termination for Default” of this Order; or (iv) extend the stop work period.

13.2 If the Buyer cancels the suspension of Work order by written notification, Seller shall resume Work. The Buyer and Seller shall negotiate an equitable adjustment in the price or schedule or both if (i) the suspension results in a change in Seller’s cost of performance or ability to meet the Order delivery schedule; and (ii) Seller submits a claim for adjustment within twenty calendar days after the suspension is canceled.

13.3 If this Order is terminated, then either Section 14.1 “Termination for Convenience” or Section 14.2 “Termination for Default” of this Order, whichever is applicable, shall be followed.

14.0 Termination

14.1 Termination for Convenience - Buyer may terminate all or any part of this Order by written notice to Seller. In the event of such termination, Seller shall immediately cease all Work terminated hereunder and cause any and all of its suppliers and subcontractors to cease Work. Seller must submit all claims in a format specified and/or agreed to by Buyer, within sixty (60) calendar days after the effective date of termination. Buyer shall determine the amount due Seller on the termination in accordance with FAR 52.249-2. In no event shall Buyer be obligated to pay Seller any amount in excess of the Order price. Seller shall continue Work not terminated.

14.2 Termination for Default - Buyer may terminate all or any part of this Order by written notice to Seller if: (i) Seller fails to deliver the Goods within the time specified by this Order or any written extension; (ii) Seller fails to perform any other provision of this Order or fails to make progress, so as to endanger performance of this Order, and, in either of these two circumstances, does not cure the failure within ten days after receipt of notice from Buyer specifying the failure; or (iii) in the event Seller declares bankruptcy, suspension its business operation, or initiates any reorganization and/or arrangement for the benefit of its creditors. Seller shall continue Work not terminated. Responsibilities of the Parties following such termination shall be in accordance with FAR clause 52.249-8.

14.3 Effect of Termination

Upon any termination of this Order in accordance with this Article 14.0:

14.3.1 Seller shall fulfill Buyer’s existing orders for Products communicated to Seller where a valid Buyer purchase order has been issued to and accepted by Seller prior to Seller’s receipt of Buyer’s written notice of termination unless otherwise directed by Buyer in said notice. Buyer shall have no obligation to Seller for any Products manufactured for Buyer or existing Products allocated for shipment to Buyer after Seller’s receipt of the written notice of termination;

14.3.2 In the event of termination, Buyer’s sole financial obligation to Seller shall be to pay for any Products delivered to Buyer consistent with the terms of this Order, in which case payment shall be made within sixty calendar days from Buyer’s receipt of a valid invoice from Seller. Buyer shall have no obligation to Seller for payment of any costs, fees or expenses relating to its exercise of its termination rights hereunder, including but not limited to termination, restocking, demobilization, or any other manufacturing, logistics or administrative fees of any kind;

14.3.3 Each Party shall promptly deliver to the other Party (or destroy, if so requested by the other Party) all copies of all Proprietary Information (in any form or media) then in that Party’s possession, except for such copies as reasonably are required to enable Buyer to exercise its license rights and make distribution of Products as provided herein;

14.3.4 All warranties and license rights for any Products delivered to Buyer hereunder shall survive termination or expiration, consistent with the terms of this Order.

14.3.5 The rights and obligations to protect Proprietary Information disclosed prior to expiration or termination in accordance with the time period set forth in Section 11.1.1 of this Order shall not be affected by the expiration or termination of this Order. Upon expiration or termination of this Order, each Party shall cease all use of Proprietary Information received hereunder.

14.3.6 Within thirty calendar days following termination or expiration of this Order, Seller shall submit to Buyer an itemized invoice of any fees or expenses theretofore incurred under this Order, in a format specified and/or agreed to by Buyer. Buyer upon payment of accrued amounts so invoiced and accepted shall thereafter have no

further liability or obligation to Seller for any further fees, expenses or other payments.

15.0 Invoice and Payment - Payment of the Order price or any portion thereof for Goods delivered shall not constitute acceptance. Unless specified in the Order, the Buyer shall pay for all Goods within sixty (60) calendar days from (1) the date Goods are received if Seller is on the “Pay From Receipt Program” or (2) the date of a receipt of an acceptable invoice if later unless the Parties agree to a cash discount. In the event of early-unauthorized delivery of Goods by Seller, payment shall be computed from the scheduled delivery date, including discount periods. Buyer may pay Seller by electronic funds transfer (EFT) or by check unless otherwise stated in the Order. Seller shall provide Buyer with its EFT information. Payment is made on the day Buyer gives instructions to execute payment, or the date Buyer’s check is deposited into the U. S. mail, or payment is otherwise tendered. Seller shall promptly repay to Buyer any amounts paid in excess of amounts due Seller. All payments shall be in U.S. Dollars unless stated otherwise specified in the Purchase Order.

16.0 Taxes - The prices invoiced under this Order include, and Seller is liable for and shall pay, all taxes, impositions, charges and exactions imposed on or measured by this Order except for applicable sales and use taxes that shall be separately stated on Seller’s invoice. Prices shall not include any taxes, impositions, charges or exactions for which Buyer has furnished a valid exemption certificate or other evidence of exemption.

17.0 Discontinuance of Manufacture - Should Seller decide to discontinue manufacture of the supplies purchased by Buyer under this Order, Seller: (1) shall provide written notice to Buyer of the intended supply discontinuance; and (2) shall provide Buyer a minimum of six (6) months from the written notification date to allow Buyer to place final “lifetime buy” purchase orders for the supplies at a unit price to be negotiated, but in no event higher than the unit price provided in this Order. In the event one or more “lifetime buy” purchase orders are made during such six (6) month period, Seller shall deliver the purchased supplies to Buyer no later than six months after the end of the “lifetime buy” period. Seller’ obligations under this clause shall extend for two years beyond the effective date of this Order, irrespective of whether the Order is completed/terminated within the two-year period.

18.0 Governing Law and Venue - Buyer and Seller agree that this Purchase Order shall be deemed to have been executed and the rights and obligations of the Parties shall be construed and enforced in accordance with, and governed by the laws of the State of New York without regard to conflict of laws rules. The United Nations Convention on the International Sale of Goods shall not apply. All claims or disputes arising under or in any way related to this Purchase Order, including those relating to the validity of this Purchase Order, which cannot be resolved by the Parties through negotiations within thirty calendar days or such longer period of time as may be mutual agreed in a written document that is signed by a duly authorized representative of each Party shall be resolved by the state or federal courts. Venue for any action brought under or relating to this Purchase Order shall exclusively be in a state or federal court of competent jurisdiction in the State of New York. The Parties further agree and consent to accept service of process by certified or registered United States mail, return receipt requested, addressed as provided herein. In the event that an action is commenced by either Party with respect to this Purchase Order, the substantially prevailing Party shall be entitled to recover its costs and attorneys’ fees from the other Party. **THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS PURCHASE ORDER.** Buyer and Seller also agree that the provisions of the New York Uniform Commercial Code shall apply to this Purchase Order and all Disputes, regardless of whether the subject matter of this Purchase Order relates to the provision of services, the lease of rental equipment or material, or the license of software.

19.0 Compliance with Applicable Laws

19.1 United States Law - Seller, at its sole expense, shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations which may be applicable to the Item and Seller's performance under this Order, including, without limitation, all laws, regulations, and rules related to the safety and conditions of each job site, including but not limited to those promulgated or prescribed pursuant to the Occupational Safety and Health Act of 1970, and any amendment thereto. Seller agrees to comply with any applicable provisions of the Rehabilitation Act of 1973, the Veteran's Readjustment Act of 1974, Executive Order 11246, and implementing regulations of the U.S. Department of Labor, which embody governmental policy on equal employment opportunity. To the extent applicable: **This contractor and subcontractor shall abide by the requirements of 41 CFR 60–300.5(a) and 60–741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.**

Foreign Corrupt Practices Act and Anti-Bribery Laws: Seller agrees to comply with the Foreign Corrupt Practices

Act, the UK Bribery Act of 2010, and all applicable anti-bribery laws. Seller specifically represents and warrants that, in connection with the performance of its activities under this Order, neither it, nor anyone acting on its behalf, has or will, directly or indirectly, offer, pay, promise to pay, or authorize the giving of, any money or thing of value to any Government Official or to any person, while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to a Government Official, for the purpose of influencing any act or decision of such Government Official, including any act or decision to fail to perform his/her lawful duty, or for the purpose of inducing such Government Official to use his/her influence with any government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality to obtain or retain business for any person. "Government Official" means any officer, employee, agent, representative, or any other person acting in an official capacity for or on behalf of a government, government-owned or –controlled entity or instrumentality, public international organization, political party, party official or political candidate.

19.2 Export and National Security Laws. Seller shall not export, directly or indirectly, any hardware, software, technology, information or technical data disclosed by Buyer under this Order to any individual or country for which the U.S. Government requires an export license or other government approval, without first obtaining such license or approval.

Seller further understands that disclosure of certain information to any individual may be deemed an export, and therefore, Seller agrees that it will not assign any worker to perform services under this Order (including the Seller him or herself) unless that person qualifies as a "U.S. person," defined as:

- i. U.S citizen;
- ii. U.S. nationals, including an alien lawfully admitted for permanent resident (those possessing a valid Form I-550 or "green card");
- iii. Alien admitted following a 1986 amnesty statute;
- iv. Asylee or refugee as defined in 8 U.S.C. 1324(b)(a)(3)

Seller further agrees that, should Buyer determine that the Work performed under this Order will enable persons working for the Seller (including the Seller) to have access to unclassified information that relates to a U.S. Government classified program, or other information regulated by the National Industrial Security Program Operating Manual ("NISPOM"), Seller will not assign any worker to perform services under this Order (including the Seller) unless such persons are citizens of the United States.

In addition to the foregoing requirements, Seller will comply with the Immigration Reform and Control Act of 1986 ("IRCA") and in particular, have all of its workers fill out an I-9 form, verifying their authorization to work in the United States.

19.3 Seller shall comply with applicable federal, state, and local law and regulations, and orders of Seller's country and agencies of the United States. Seller represents that no law, rule, or ordinance of the United States, any State or Province, or any other applicable governmental agency of any country, has been or will be violated in manufacturing or supplying the Products or Services. Seller shall indemnify and hold Buyer harmless for all claims, demands, damages, costs, fines, penalties, attorneys' fees, and other expenses arising from Seller's failure to comply with article 19.

20.0 **Rights and Remedies** – Any failures, delays or forbearances of either party in insisting upon or enforcing any provisions of this Order, or in exercising any rights or remedies under this Order, shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies; rather, the same shall remain in full force and effect. Except as otherwise limited in this Order, the rights and remedies set forth herein are cumulative and in addition to any other rights or remedies that the parties may have at law or in equity. If any provision of this Order is or becomes void or unenforceable by law, the remainder shall be valid and enforceable.

21.0 **Dispute Resolution**

21.1 **Disputes under This Order** – "Dispute" as used herein shall mean (i) any and all claims or disputes that in any way arise out of or relate to this Order, the negotiation or execution thereof, its performance, or the breach or enforcement thereof; (ii) any claims or disputes that in any way concern the conduct of any party in connection with this Order or the relationship or duties of the parties contemplated under this Order; or (iii) claims or disputes concerning the validity or scope of the terms and conditions of this Order (including, but not limited to, this Article 21.0). Buyer and Seller intend that the definition of "Dispute" shall have the broadest scope permitted by law and that, without limiting the generality of the foregoing, shall be deemed to include all claims between the parties, including,

but not limited to, any claims for fraud, misrepresentation, negligence, libel and slander, misuse or theft of trade secrets or other confidential information, unfair competition, unfair trade practices, or other tort law claims.

21.1.1 The parties agree that any Dispute between them or against any agent, employee, successor, or assign of the other shall be settled, to the extent possible by good faith negotiations. Any Dispute which the parties cannot resolve by good faith negotiations within thirty days of the first date in which the claim was made or such longer period as the parties may mutually agree to shall be submitted and finally resolved by a court of competent jurisdiction as specified in Article 18.

21.1.2 Until final resolution of any Dispute hereunder, Seller shall proceed diligently with the performance of this Order unless otherwise directed by Buyer in writing.

21.1.3 Buyer's rights under the terms and conditions of this Order are cumulative and in addition to any other rights available at law or equity.

21.2 Disputes under Prime Contract Provision

21.2.1 Notwithstanding Section 21.1, any Dispute arising under or related to this Order, which Buyer could include in a claim or other demand under the disputes provisions of the prime contract shall be resolved, at Buyer's option, as follows: (i) Seller shall provide Buyer with a fully supported written claim, properly certified, within twenty calendar days after the claim accrues; (ii) Seller shall cooperate with Buyer in prosecuting Seller's timely made claim or demand and will be bound by the resulting decision; and (iii) Seller shall pay its proportional costs in pursuing the claim. If Seller fails to provide Buyer with a written claim for any Dispute that could fall within this Article 21.0 within twenty calendar days after the claim arises, Seller is deemed to have waived the claim and may not bring the claim under Sections 21.1 or 21.2.

21.2.2 Buyer's entire liability to Seller with respect to any matter prosecuted under the prime contract disputes clause shall be limited to the recovery obtained against Buyer's customer for Seller's claims, less markups specifically allowed Buyer. If Seller is affected by the resulting decision and Buyer elects to appeal, Seller shall pay to Buyer Seller's proportion of the appeal costs. If Buyer elects not to appeal the decision, Buyer shall notify Seller of such decision within thirty calendar days. If Seller submits a timely request to Buyer to appeal such decision, Buyer shall file an appeal, at Seller's sole cost, if Buyer may do so in good faith. Buyer has the right to review, prior to submission, any pleading or other papers Seller wants to file in such appeal. Seller agrees to delete any admissions or statements in the pleadings or papers to which Buyer reasonably objects. If Buyer appeals such decision, whether or not at Seller's request, any decision regarding such appeal shall be binding on Buyer and Seller as it relates to this Order. Section 21.1 does not apply to disputes and appeals prosecuted under the prime contract.

21.3 Until final resolution of any Dispute hereunder, Seller shall proceed diligently with the performance of this Order unless otherwise directed by Buyer in writing.

21.4 Seller is expressly precluded from filing a direct claim or direct course of action against the Buyer's customer as a result of this Order.

21.5 Buyer's rights under the terms and conditions of this Order are cumulative and in addition to any other rights available at law or equity.

22.0 Transfer/Assignment and Subcontracting – No right or interest of Seller or Buyer hereunder or arising out of this Order may be assigned or transferred, whether by operation of law or otherwise, and/or all or substantially all of its performance of this Order without the prior written consent of Buyer or Seller, respectively, which shall not be unreasonably withheld. Notwithstanding the foregoing, Buyer may assign this Order without Seller's consent to a successor company resulting from a restructuring, consolidation, merger or the sale of all or substantially all of its assets or stock to a third party or other combination within CPI. Seller shall not delegate any of its duties or obligations under this Order.

Seller may assign its right to monies due or to become due. No assignment, transfer, delegation or subcontracting by Seller, with or without Buyer's consent, shall relieve Seller of any of its obligations under this Subcontract or prejudice any of Buyer's rights against Seller whether arising before or after the date of any assignment or transfer. This Article 22.0 does not limit Seller's ability to purchase standard commercial supplies or raw materials. Any unauthorized transfer or assignment is void.

23.0 Gratuities – Seller warrants that neither it nor any of its employees, agents or representatives have offered or given, or will offer or give, any gratuities to Buyer's employees, agents or representatives for the purpose of securing this Order or securing favorable treatment under this Order. Any breach of this warranty shall be a material breach of

this and any other agreement between Buyer and Seller.

24.0 Publicity and Publication – Except as required by law, Seller shall not issue any press release or make any other public statement containing the name or logo of the Buyer, or information relating to this Order, the terms of the Order, any Work done under this Order or any of the transactions contemplated by this Order without obtaining the prior written approval of Buyer’s authorized representative as to the contents and the manner of presentation and publication of such press release or public statement.

25.0 Order of Precedence – In the event that two or more provisions in this Order conflict and there is no reasonable interpretation that resolves the conflict in a manner that is consistent with the entire Order, then the parties shall resolve the conflict using the following descending order of precedence: 1) The Terms on the face of the Order and/or Task Order, 2) the mutually agreed special Order provisions, if any; 3) the drawings, specifications, and Statement of Work; 4) these general provisions; and, 5) Seller's proposal, if mutually agreed and incorporated into this Order.

With respect to any industry standards, requirements, regulations, or specifications, drawings, statements of work or other documents specified or referenced on this Purchase Order (collectively ‘the documents’), unless otherwise indicated, the revision in place of the documents at the date of this Purchase Order shall be the required revision as applied to this Purchase Order.

26.0 Organizational Conflict of Interest Seller certifies that to the best of its knowledge performance of this Order does not constitute an organizational conflict of interest as defined in FAR Part 9.5. If during the course of performance Seller becomes aware of any possible organizational conflict of interest due to its performance or the SOW under this Order, Seller shall promptly notify Buyer.

27.0 Intellectual Property

27.1 Intellectual Property Rights

27.1.1 “Intellectual Property” shall mean creations of the mind including: ideas, inventions, works of authorship, and symbols, names, images, and designs embodied in for example, technical data, designs, information, computer software, drawings, formulae, specifications, diagrams, processes, know-how, procedures and technology and all legal rights in such creations of the mind.

27.1.2 “Works” shall mean physical manifestations of Intellectual Property created under this Order.

27.1.3 “Background Intellectual Property” shall mean Intellectual Property that is (I) in existence prior to the effective date of this Order or (ii) is designed, developed or licensed by a Party after the effective date of this Order independently of both (A) the work undertaken or in connection with this Order and (B) the Proprietary Information and Intellectual Property of the other Party to this Order.

27.1.4 “Foreground Intellectual Property” shall mean all Intellectual Property conceived, created, acquired or initially reduced to practice in connection with this Order.

27.1.5 Each Party shall retain and exclusively own all rights in its Background Intellectual Property and in all Foreground Intellectual Property that it creates. Foreground Intellectual Property jointly generated by employees of more than one Party shall be jointly owned. Neither Party shall have any obligation to account to the other Party for income arising from use of the jointly owned Foreground Intellectual Property. Nothing in this clause shall modify or alter any rights that the Government may have in any Items, Works and/or services, including data or software deliverables to the Government.

Seller hereby grants to Buyer a non-exclusive, worldwide, right and license to copy, modify, use, sell, offer for sale and disclose any Item, Works or other deliverable delivered by Seller under this Order for the performance of this Order and any higher tier contract. If the Item or other deliverable contains third party intellectual property, Seller agrees to obtain the rights from the third party that are sufficient for Seller to grant Buyer the rights in the above license. Seller warrants that it has the rights in the Items, Works or other deliverable sufficient to grant to Buyer the above license.

27.2 Open-Source Software – Seller shall not use or include in any deliverables to CPI, without the prior written consent of CPI, any open source, publicly available, or free software, i.e., Free Open Source Software (“FOSS”) or Free/Libre Open Source Software (“FLOSS”), furnished under a license that permits modification and redistribution of such software but which may be required to be sold, loaned, distributed, disclosed or otherwise made available to any third party at no charge, or which contains a “copyleft” provision which requires any software incorporating or based on the FOSS or FLOSS code to be made available or released or redistributed to others in object or source code

form under the same license provisions as the original FOSS or FLOSS code used (i.e., open source).

27.3 Intellectual Property Indemnification – Seller shall indemnify, defend, and hold harmless, Buyer and Buyer's Customer and their respective officers, directors, agents, and employees against liability and losses including without limitation, defense costs and attorneys' fees, for any allegation of or suit or action for actual or alleged direct or contributory infringement of or inducement to infringe any United States or foreign patent, copyright, trademark, or other intellectual property right of a third party arising out of the manufacture, sale or delivery of an Item under this Order or out of the use or disposal of such Item by or for the account of Buyer, including infringement arising out of compliance with specifications furnished by Buyer, delivery of any FOSS or FLOSS as described above, or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from Seller's actions. Seller waives any claim against Buyer under the Uniform Commercial Code, United Nations Convention on Contracts for the International Sales of Goods or otherwise, including any hold harmless or similar claim, in any way related to a Claim arising out of compliance with specifications furnished by Buyer. Seller shall at its own expense either procure for Buyer and/or Buyer's Customer the right to continue using the alleged infringing Item, replace it with non- infringing Item, or modify it so that it becomes non-infringing. The foregoing indemnity shall not apply unless Buyer or Buyer's Customer informs Seller of the suit or action or other proceeding alleging infringement and gives Seller the opportunity as is afforded by applicable laws, rules, or regulations, to participate in the defense thereof.

27.4 For purposes of this Article 27.0 only, the term Buyer will include the CPI, all of its subsidiaries, all officers, agents, and employees of Buyer.

28.0 Insurance and Indemnification

28.1 Minimum Insurance Requirements – Unless higher amounts or additional coverage are stated elsewhere in a separate agreement between Buyer and Seller, during the performance of this Order, Seller shall maintain the following types of insurance coverage in the minimum amounts stated:

28.1.2 Commercial General Liability – Seller will maintain Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 12 07 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed under a business contract) with limits of at least:

- a. \$2,000,000 General Aggregate limit;
- b. \$1,000,000 each occurrence limit for bodily injury or property damage incurred in any one (1) occurrence;
- c. \$1,000,000 each occurrence limit for Personal Injury and Advertising Injury;
- d. \$2,000,000 Products/Completed Operations Aggregate limit

The Commercial General Liability insurance policy must:

- a. Include Buyer and its directors, officers and employees as Additional Insureds. The Additional Insured endorsement may either be specific to Buyer or may be “blanket” or “automatic” addressing any person or entity as required by contract;
- b. Include a waiver of subrogation in favor of Buyer and its directors, officers, and employees; and
- c. Be primary and non-contributory with respect to any insurance or self-insurance that is maintained by Buyer.

28.1.3 Umbrella/Excess Liability – Seller will maintain Umbrella/Excess Liability insurance with limits of at least \$5,000,000 each occurrence with terms and conditions at least as broad as the underlying policies. Umbrella/Excess Liability limits will be primary and non-contributory with respect to any insurance or self-insurance that is maintained by Buyer.

28.1.4 Worker's Compensation – Seller will maintain Workers' Compensation insurance with benefits afforded under the laws of any state in which the Service is to be performed and Employers Liability insurance with limits of at least:

- a. \$1,000,000 for Bodily Injury - each accident
- b. \$1,000,000 for Bodily Injury by disease - policy limits
- c. \$1,000,000 for Bodily Injury by disease - each employee
- d. To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of Buyer and

its directors, officers and employees.

- e. In states where Workers Compensation insurance is a monopolistic state-run system, Seller shall obtain Stop Gap Employers Liability with limits not less than \$1,000,000 each accident or disease.

28.1.5 Professional Liability – Seller will maintain Professional Liability (Errors & Omissions) insurance with limits of at least \$5,000,000 per claim or wrongful act and \$5,000,000 annual aggregate covering all acts, errors, omissions, infringement of intellectual property (except patent and trade secret) in the performance of this agreement.

28.1.6 Network Security & Privacy Liability – Supplier shall also maintain Information and Network Security and Privacy Liability (Cyber) insurance with limits of at least \$5,000,000 per claim or wrongful act and \$5,000,000 annual aggregate which coverage shall include but not be limited to; unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties. Coverage shall also include Data Breach expenses, whether incurred by Seller or Buyer, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management fees, credit file or identity monitoring or remediation services in the performance of this agreement for Buyer or on behalf of Buyer.

28.1.7 Comprehensive Automobile Liability – (If motor vehicles are used during performance of this Order) Seller will maintain Automobile Liability insurance for all owned, rented or hired vehicles for personal injury and property damage – \$1,000,000 Combined single limit per occurrence.

28.2 Additional Requirements

28.2.1 Seller shall provide a certificate of insurance to Buyer prior to the execution of the Order and annually thereafter when the required policies are renewed to cover the period of performance required by the Order. Coverage shall be provided by insurers reasonably acceptable to Buyer with an A.M. Best rating of A- VII or better. The failure of Buyer to demand such certificate(s) of insurance or failure of Buyer to identify a deficiency shall not be construed as a waiver of Seller's obligation to maintain the insurance required under the Order;

- a. Seller shall immediately notify Buyer in writing, no less than thirty (30) days in advance of any cancellation of coverage required under this section (Article 28) above, any reduction in Seller's coverage below the minimum requirements set forth in Section 28.1, or any material change in the terms and conditions of Seller's coverage.
- b. Buyer may, in its discretion, accept Seller's self-insurance program in lieu of coverage required under this clause.
- c. Seller agrees that Seller, Seller's insurer(s) and anyone claiming by, through, under or in Seller's behalf shall have no claim, right of action or right of subrogation against Buyer and its customers.
- d. With respect to any coverage maintained in a "claims-made" policy, coverage shall be maintained for two (2) years following the term of the Order or completion of all Services associated with the Order, whichever is later. If a "claims-made" policy is maintained, the retroactive date must precede the commencement of Services under the Order;
- e. The insurance required under the Order does not represent that coverage and limits will necessarily be adequate to protect Seller, nor be deemed as a limitation on Seller's liability to Buyer in the Order;
- f. Seller may meet the required insurance coverage and limits with any combination of primary and Umbrella/Excess liability insurance for Workers Compensation, General Liability, and Auto Liability; and
- g. Seller is responsible for any deductible or self-insured retention and will waive rights of recovery in favor of Buyer, its directors, officers, and employees.

28.3 Indemnification – Seller agrees to indemnify, defend and hold harmless Buyer, its affiliates, subsidiaries, directors, officers, employees and agents from and against any and all actions, causes of action, liabilities, claims, expenses (including reasonable attorneys' fees and court costs), losses, damages, penalties, fines, forfeitures, suits, judgments, liens, awards and damages of any kind and nature whatsoever for (a) property damage, (b) personal injury, including death, and (c) all violations of applicable laws which arise out of, or are in any way related to Seller's or any of its suppliers' breach of obligations or responsibilities arising from this Order, or 2) failure to comply with all applicable Federal, state and local laws and regulations in the performance of this Order. Seller's obligation hereunder is not limited to insurance available to or provided by Seller or any of its suppliers. Seller expressly waives any immunity under industrial insurance, whether arising out of statute or common law, to the extent of the indemnity set

forth in this Section 28.3. This duty to defend, indemnify, and hold harmless extends to any suit, liability, claim, judgment, or demand that may arise out of or in connection with the performance or nonperformance of this Order by Seller or its agents, breach of warranty by Seller or its agents, any defective work performed or delivered by Seller or its agents, any patent infringement or misappropriation of trade secrets by Seller or its agents, any failure of Seller or its agents to pay royalties, any assertion under workers' compensation or similar acts by persons furnished by Seller or its agents, or any other breach of Seller's obligations hereunder, whether such suit, liability, claim, judgment, or demand is based upon contract, warranty, strict liability in tort, negligence, or other legal theory, and extends not only to "third party claims" but also to any direct loss suffered by Buyer. Buyer will inform Seller of any claim, demand, judgment, or suit asserted or instituted against it to which this provision may apply. "Agents" as used herein includes, but is not limited to, Seller's employees, subcontractors, and suppliers.

29.0 Protection of Property – At all times Seller shall, and ensure that any of Seller's suppliers shall, use suitable precautions to prevent damage to Buyer's property. If any such property is damaged by the fault or negligence of Seller or any Seller thereof, Seller shall, at no cost to Buyer, promptly and equitably reimburse Buyer for such damage or repair or otherwise make good such property to Buyer's satisfaction. If Seller fails to do so, Buyer may perform the repairs and recover from Seller the cost thereof.

30.0 Limitation of Liability – IN ADDITION TO ANY OTHER LIMITATIONS ON BUYER'S LIABILITY SET FORTH HEREIN, IN NO EVENT SHALL BUYER, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE BY REASON OF BUYER'S BREACH OR TERMINATION OF THIS ORDER OR FOR ANY BUYER ACTS OR OMISSIONS IN CONNECTION WITH THIS ORDER FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF DATA, WORK INTERRUPTION, OR ANY CLAIMS OR DEMANDS AGAINST SELLER BY ANY OTHER ENTITY, WHETHER SUCH REMEDY IS SOUGHT IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. IN NO EVENT SHALL BUYER'S LIABILITY FOR DAMAGES IN ANY CIRCUMSTANCES SET FORTH IN THIS CLAUSE EXCEED THE PRICE PAYABLE FOR THE WORK TO BE PERFORMED BY SELLER UNDER THE ORDER. THIS ORDER SHALL NEITHER CREATE FOR NOR GIVE TO ANY THIRD PARTY ANY CLAIM OR RIGHT OF ACTION AGAINST SELLER OR BUYER WHICH WOULD NOT OTHERWISE ARISE WITHOUT THIS ORDER. BUYER'S LIABILITY SHALL BE LIMITED TO THE PRICE ALLOCABLE TO THE UNIT OF PRODUCT, PARTS OR SOFTWARE FURNISHED OR TO BE FURNISHED, OR THE SERVICE RENDERED OR TO BE RENDERED, RESULTING IN THE LOSS OR DAMAGE CLAIMED.

31.0 Force Majeure

31.1 Neither Party shall be liable for any excess costs or other damages if the failure to perform arises out of causes beyond the reasonable control and without the fault or negligence of the party alleging an event of Force Majeure. Force Majeure causes may include, but are not limited to (a) acts of God or of the public enemy, (b) war (whether an actual declaration thereof or not), (c) acts of terrorism or threats thereof, (d) acts of the U. S. Government in either its sovereign or contractual capacity, (e) sabotage, (f) insurrection, (g) riot or other act of civil disobedience, (h) atmospheric disturbances, (i) fires, (j) floods, (k) plagues or epidemics, (l) quarantine restrictions, (m) labor disputes or strikes, (n) failure or delay in transportation due to transportation workers strike or freight embargoes, (o) worldwide parts shortage(s) or rationing allocations, (p) shortage of labor, fuel, raw material or machinery, or (q) violent storms or unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the party. If the delay is caused by a delay of Seller or Seller's subcontractors and if such delay arises out of causes beyond the reasonable control of either, and without the fault or negligence of either, Seller shall not be liable for any delay in performance, excess costs or other damages unless the Product to be furnished by the Seller or Seller's subcontractors were obtainable from other sources in sufficient time to permit Seller to meet the required delivery schedules. Seller shall notify Buyer in writing within ten calendar days after it becomes aware of any such cause. If the original delivery schedule is overcome by the Force Majeure event then the Parties agree to negotiate in good faith a revised delivery schedule.

31.2 Should either Party be unable to fulfill a material part of its obligations under an Order for a period in excess of sixty calendar days due to circumstances beyond its reasonable control as described above, the other Party may at its sole discretion terminate the Order by written notice. Upon either resolution of the Force Majeure event or termination as described, the Parties shall proceed in good faith to negotiate a termination settlement proposal covering the performance of the Order performed prior to the effective date of the termination.

32.0 Certification of Authenticity and Traceability – Seller certifies to Buyer that all material furnished under this purchase order is genuine, new and unused. Seller certifies that all material is traceable to the point of manufacture

and that complete material pedigree is known and can be furnished to Buyer upon request. Seller will have a documented procedure that defines the method for controlling records that are created by and /or retained by Seller. The Seller shall notify Buyer thirty calendar days prior to the destruction or disposal of records associated with this order.

33.0 Counterfeit Parts Prevention

33.1 Definitions

- (1) Authentic shall mean (A) genuine; (B) purchased from the Original Equipment Manufacturer (“OEM”), Original Component Manufacturer (“OCM”) or through the OEM's/OCM's authorized dealers; and (C) manufactured by, or at the behest and to the standards of, the manufacturer that has lawfully applied its name and trademark for that model/version of the material.
- (2) Authorized Dealer — A dealer or distributor that purchases directly from the OEM or OCM and is authorized or franchised by the OEM or OCM to sell or distribute the OEM's/OCM's products.
- (3) Counterfeit Part — A part that is an unauthorized copy or substitute that has been identified, marked, and/or altered by a source other than the item's legally authorized source and has been misrepresented to be an authorized part of the legally authorized source. This definition includes used parts represented as new parts.
- (4) Original Component Manufacturer (OCM), Original Equipment Manufacturer (OEM) — An organization that designs and/or engineers a part or equipment and is pursuing or has obtained the intellectual property rights to that part or equipment.
- (5) Non-Franchised Source — Any source that is not authorized by the OEM or OCM to sell its product lines. Non-franchised sources may also be referred to as brokers or independent distributors.
- (6) Suspect Counterfeit Part — A part that Buyer becomes aware, or has reason to suspect, meets the definition of “counterfeit part,” as defined above. For purposes of this document, the terms “counterfeit part” and “suspect counterfeit part” will be used interchangeably. If any individual part from a lot is determined to be counterfeit or suspect counterfeit, the entire lot of parts will be considered to be suspect counterfeit.

33.2 New and Authentic Materials

- (1) Seller represents and warrants that only new and authentic materials (including embedded software and firmware) are used in products required to be delivered to Buyer and that the Work delivered contains no Counterfeit Parts. No material, part, or component other than a new and authentic part is to be used unless approved in advance in writing by Buyer. To further mitigate the possibility of the inadvertent use of Counterfeit Parts, Seller shall only purchase authentic parts/components directly from the Original Equipment Manufacturers (“OEMs”), Original Component Manufacturers (“OCMs”) or through the OEM's/OCM's authorized dealers. Seller represents and warrants to Buyer that all parts/components delivered under this Order are traceable back to the OEM/OCM. SELLER must maintain and make available to Buyer at Buyer’s request, within 10 business days, OEM/OCM documentation that authenticates traceability of the parts/components to the applicable OEM/OCM. Purchase of parts/components from Non- Franchised Sources is not authorized unless first approved in writing by Buyer. Seller must present complete and compelling support for its request and include in its request all actions to ensure the parts/components thus procured are legitimate parts. Buyer’s approval of Seller request(s) does not relieve Seller's responsibility to comply with all Order requirements, including the representations and warranties in this Section 33.2.
- (2) Seller shall maintain a documented system (policy, procedure, or other documented approach) that provides for prior notification and Buyer’s approval before parts/components are procured from sources other than OEMs/OCMs or the OEM's/OCM's authorized dealers. Seller shall provide copies of such documentation for its system for Buyer’s inspection upon Buyer’s request.
- (3) Seller must maintain a counterfeit detection process that complies with SAE standard AS5553, Counterfeit Electronic Parts, Avoidance, Detection, Mitigation, and Disposition.
- (4) If it is determined that counterfeit parts or suspect counterfeit parts were delivered to Buyer by Seller, the suspect counterfeit parts will not be returned to the supplier. Buyer reserves the right to quarantine any and all suspect counterfeit parts it receives and to notify the Government Industry Data Exchange Program (GIDEP) and other relevant government agencies. Seller shall promptly reimburse Buyer for the full cost of the suspect counterfeit parts and Seller assumes responsibility and liability for all costs associated with the delivery of suspect counterfeit parts, including, but not limited to, costs for identification, testing, and any corrective action required to remove

and replace the suspect counterfeit parts. The remedies in this Section 33.2 shall apply regardless of whether the warranty period or guarantee period has ended, and are in addition to any remedies available at law or in equity.

- (5) If the procurement of materials under this Order is pursuant to, or in support of, an Order, subcontract, or task order for delivery of goods or services to the Government, the making of a materially false, fictitious, or fraudulent statement, representation or claim or the falsification or concealment of a material fact in connection with this Order may be punishable, as a Federal felony, by up to five years' imprisonment and/or substantial monetary fines. In addition, trafficking in counterfeit goods or services, to include military goods or services, constitutes a Federal felony offense, punishable by up to life imprisonment and a fine of fifteen million dollars.
- (6) Seller shall flow the requirements of this section ("COUNTERFEIT PARTS PREVENTION") to its subcontractors and suppliers at any tier for the performance of this Order.

33.3 Electronic Part Detection and Avoidance – Seller must comply with the requirements set forth in DFARS clause 252.246-7007 "Contractor Counterfeit Electronic Part Detection and Avoidance System."

34.0 Conflict Minerals

34.1 Seller represents that, regardless of whether Seller is publicly traded or not, Seller does not procure Conflict Minerals from Covered Countries, as those terms are defined by and consistent with the Securities and Exchange Commission's final rule on Conflict Minerals, 17 CFR Parts 240 and 249(b), promulgated pursuant to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. (the "Rule").

34.2 Seller agrees that, if required by the Rule, it has made, and will continue to make, good faith inquiries reasonably designed to determine whether any Conflict Mineral that is included in any product delivered to CPI pursuant to this Order originated in the DRC or an Adjoining Country, or is from Recycled or Scrap Sources, as defined in the Rule. Seller further agrees that, if required by the Rule, it has performed, and will continue to perform, due diligence on the source and chain of custody of any Conflict Mineral that is included in any product delivered to CPI pursuant to this Order, and that such due diligence conforms to a nationally or internationally recognized due diligence framework, if such a framework is available for the Conflict Mineral. Seller agrees that all inquiries and diligence performed shall be consistent with the requirements of the Rule.

34.3 Seller agrees that it shall require its own subcontractors and suppliers (at any tier in the supply chain for a product delivered to CPI under this Order) to furnish information to Seller necessary to support Seller's obligations under this Section 34.

34.4 Seller will maintain records reviewable by CPI to support its certifications above.

34.5 Seller acknowledges that CPI may utilize and disclose Conflict Minerals information provided by Seller in order to satisfy its disclosure obligations under the Rule.

34.6 If CPI determines that any certification made by Seller under this Section 34 is inaccurate or incomplete in any respect, then CPI may terminate this Order pursuant to the provision per Section 14.2 "TERMINATION FOR DEFAULT" above.

35.0 Independent Contractor – It is the intention of Buyer and Seller that for all purposes Seller is and shall be an independent contractor and the sole employer and/or principal of any and all persons assigned by Seller to provide services under this Order. Seller is obligated to perform all requirements of an employer under federal, state, and local laws and ordinances (or foreign law, if applicable). Such compliance shall include, but not be limited to, laws regarding minimum wages, social security, unemployment insurance, federal and state income taxes and workers' compensation insurance. Seller, not Buyer, is the "common law employer" within the meaning of Treas. Reg. § 31.3401(c)-1(c) of employees of all persons assigned by Seller to provide services under this Order. Under no circumstances shall Seller or its employees or agents be construed to be employees, representatives, or agents of Buyer for any purpose, including but not limited to record keeping obligations under state or federal OSHA and Worker's Compensation Laws. Seller's employees and agents shall not be entitled to participate in the profit sharing, pension, or other plans established for the benefit of Buyer's employees. If required by federal or state law, Seller agrees to comply with the Family and Medical Leave Act ("FMLA") for its employees and agrees that with regard to such employees, it is the primary employer as defined by the FMLA regulations.

36.0 Prohibition on Contracting with the Enemy

36.1 Seller shall exercise due diligence to ensure that none of the funds received under this contract are provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.

36.2 Seller shall exercise due diligence to ensure that none of its subcontracts are associated with a person or entities listed in NDAA FY2012 Section 841/FY2014 Section 831 Identified Entities list posted at [Defense Industrial Base Cybersecurity Information Sharing Program \(dod.mil\)](#).

36.3 In accordance with recent U.S. Government restrictions and/or regulations, Buyer will no longer accept products, either directly or indirectly, from the following entities or any subsidiary or affiliate of such entities:

Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company and Acronis International GmbH (hereinafter “Prohibited Entities”)

As such, Seller, hereby represents and warrants to Buyer that no products from Prohibited Entities will be sold, licensed or transferred to Buyer pursuant to this Order. This representation and warranty extends to the future performance of this Order.

36.4 Buyer has the authority to (1) Terminate this contract for default, in whole or in part, if the Seller failed to exercise due diligence as required by Sections 36.1, 36.2, and 36.3 of this clause; or (2) Void this contract, in whole or in part, if the Buyer or the U.S. Government determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing United States forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.

37.0 Headings – The headings used in this Purchase Order are inserted for the convenience of the parties and shall not define, limit, or describe the scope or the intent of the provisions of this Purchase Order.

38.0 Record Retention – Unless a longer period is specified in this Purchase Order or by law or regulation, Seller shall retain all records related to this Purchase Order for seven (7) years from the date of final payment received by Seller from Buyer. Records related to this Order include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test quality, shipping, and export, and certification records. At no additional cost, Seller shall timely provide access to such records to the U.S. Government and/or CPI upon request.

39.0 Notification of Subcontract Content Exceeding 70 Percent – Seller shall maintain procedures to timely notify Buyer, in writing, if Seller changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the Work to be performed under its Subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Seller will provide added value as related to the Work to be performed by the lower-tier subcontractor(s). This requirement is applicable to each of the Seller’s lower-tier cost-reimbursement subcontracts no matter the value and all letter subcontracts, fixed-price subcontracts, time and materials subcontracts and labor hour subcontracts if the subcontract exceeds the simplified acquisition threshold. Seller shall include the substance of this clause in all sub-tier subcontracts.

40.0 Standard of Business Ethics and Conduct – Buyer’s expectation is that Seller also will conduct its business fairly, impartially, and in an ethical and proper manner and in doing so Seller will adhere to Buyer’s published Code of Ethics, which is available at [Legal and Ethical Conduct](#) or to Seller’s policy that comports to the intent of CPI’s Code of Ethics. Seller shall not engage in any personal, business or investment activity that may be defined as a conflict of interest, whether real or perceived. If Seller has cause to believe that Buyer or any employee or agent of Buyer has behaved improperly or unethically under this contract, Seller is encouraged to exert reasonable effort to report such behavior when warranted.

41.0 Conflict of Interest – It is understood and agreed that the Seller, under the terms of this Agreement, or through the performance of this Agreement or Subcontract, is neither obligated nor expected to deliver or provide material or perform work, which will place the Seller in an Organizational Conflict of Interest (OCI) per FAR 9.5, which could serve as a basis for excluding the Seller from supplying products or services to the U.S. Government customer. It will be the Seller’s responsibility to identify any situation in which the potential for an OCI exists. Failure to provide such notice will be considered a material breach of this Agreement.

42.0 Standards on Slavery and Combatting Human Trafficking in the Supply Chain

A. Where applicable Seller – Pursuant to the California Transparency in Supply Chains Act and consistent with Buyer’s commitment to excellence and corporate social responsibility, Buyer supports the eradication of human trafficking and slavery in supply chains around the world, including in our own. Buyer sets forth the following Standards that its Sellers shall meet in order to do business with Buyer:

- Seller that provides goods or services to Buyer shall operate in full compliance with the laws of their respective countries and with all other applicable laws, rules and regulations.

- Seller shall employ only workers who meet the applicable minimum legal age requirement for employment in the country or countries in which they are doing business.
- Seller shall not employ any prison, indentured or forced labor.
- Seller shall comply with all applicable laws, regulations and industry standards on working hours and working conditions.
- Seller shall certify that materials incorporated into goods provided to Buyer comply with the laws regarding slavery and human trafficking of the country or countries in which Seller is doing business.

B. If Buyer determines that supplier has violated these Standards, Buyer may, in its discretion, either terminate this Agreement and/or require the supplier to implement a corrective action plan as a condition of future business.

43.0 Seller Business Systems – “Seller Business Systems” as used in this clause means Seller’s material management and accounting system, cost estimating system, accounting system, earned value management system, property management system, and purchasing system. When Seller’s Business Systems are reviewed and approved by a Government agency, Seller shall provide prompt notice to Buyer whenever there is a material change in the status of the Government’s approval or determination of adequacy of any of Seller’s Business Systems. Should the Government observe a deficiency in Seller’s Business Systems and if any of those systems produces data that is integral to the output of the Buyer, acting in its role as a prime to the Government or to another prime contractor, which may result in the Seller’s and/or Buyer’s Business Systems being disapproved, Seller shall be liable for and save Buyer harmless from any loss, damage, or expense whatsoever that Buyer may suffer.

44.0 Last Time Buy Notice – The Buyer may in the future wish to, but makes no commitment to, acquire additional items, parts, subcomponents, and/or components like those to be/being acquired under this subcontract. The Seller shall notify the Buyer in writing of any:

- (a) items, parts, subcomponents, and/or components, and/or
- (b) electronics in equipment, assemblies, subassemblies, parts, components or items delivered or to be delivered under this Subcontract, whether supplied by the Seller or by the Seller’s lower-tier subcontractor(s), that are or are expected to be going out of production or will no longer be commercially available. To the extent practicable, Seller shall provide Buyer with a “last time buy” notice for such “end-of-life” items at least twelve (12) months prior to their anticipated date of discontinuance or unavailability. However, if twelve (12) months’ notice is not reasonable given the circumstances, then Seller shall provide Buyer with notice as soon as practicably possible.

Seller is to specifically identify those items by name or title, part number(s), function and location in the item delivered, and the name and address of the supplier.

45.0 Specialty Metals – For each subcontract awarded, Seller (including its suppliers at any tier), by acceptance of this Purchase Order certify that any goods provided against the item(s) ordered herein comply with the “Specialty Metals” requirements in 10 USC 2533b and DFARS 252.225-7008, -7009 and/or -7010, restriction on acquisition of certain articles containing specialty metals, as applicable, and that the Seller shall maintain the required manufacturer’s certifications and shall make them available to Buyer upon request. Such certifications shall be retained at Seller’s facility per the record retention requirements of seven (7) years.

46.0 Supplier Change Notification Requirement – Seller shall notify CPI’s authorized Procurement Representative in writing six months in advance of any upcoming changes to the manufacturing site location, manufacturing processes (including scheduled plant shutdowns), materials, procedures or other such changes which may affect the product(s) or their physical configuration, quality, performance or form, fit or function.

47.0 Required U.S. Government Clauses – The following Federal Acquisition Regulation (FAR) and Department of Defense FAR Supplement (DFARS) clauses are incorporated herein by reference. The date of the FAR/DFARS clause in effect as of the date of the Prime Contract execution shall apply unless otherwise specified. In all FAR/DFARS clauses below, the term “Contractor” shall mean “Seller,” the term “Order” shall mean this Order and the terms “Government,” “Contracting Officer” and equivalent phrases as used in the FAR/DFARS clauses below mean Buyer and Buyer’s Authorized Procurement Representative, respectively. It is intended that the referenced clauses shall apply to Seller in such manner as is necessary to reflect the position of Seller as a subcontractor to Buyer, to ensure Seller’s obligations to Buyer and to the United States Government, and to enable Buyer to meet its obligations under its Prime Contract or Subcontract. The extent and scope of applicability to this Order shall be in accordance with the

terms, requirements, guidelines, and limitations stated in each clause. DFARS 227.7202, entitled Commercial Computer Software and Commercial Computer Software Documentation, shall govern the acquisition of Commercial Computer Software.

If the Government Contracting agency is other than the Department of Defense, the applicable clauses of such Contracting agency that supplement the FAR clauses cited below are hereby incorporated by reference, and the DFARS clauses cited below would be deemed deleted.

Exceptions to the clauses below are noted as follows:

Note 1 - This clause applies only if the Seller is supplying an item that is an end product under the Buyer's prime Contract.

Note 2 - "Contracting Officer" mean only "U.S. Government Contracting Officer." Note 3 - "Government" as used in the clause means only "U. S. Government."

SELLER SHALL INCLUDE IN EACH LOWER-TIER SUBCONTRACT THE APPROPRIATE FLOW DOWN CLAUSES AS REQUIRED BY THE FAR AND DFARS. THE MOST CURRENT VERSIONS OF THE FOLLOWING CLAUSES APPLY UNLESS OTHERWISE STATED.

FAR/DFARS Clauses - Applicable to Solicitation Only

- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Applicable if this Solicitation Exceeds \$150,000)
- 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation
- 52.215-22 Limitations on Pass-Through Charges – Identification of Subcontract Effort
- 52.222-22 Previous Contracts and Compliance Reports
- 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (Applicable if at least \$550,000 of the value of the Subcontract will be performed outside the United States; and the acquisition is not entirely for commercially available off-the-shelf items)
- 52.225-2 Buy American Certificate (Applies to Solicitations only) (If listing is required, it shall be included in the Proposal submission)
- 252.204-7008 Compliance with Safeguarding Covered Defense Information Controls
- 252.225-7000 Buy American – Balance of Payments Program Certificate (Replaces FAR 52.225-2)
- 252.225-7003 Report of Intended Performance Outside the United States and Canada – Submission with Offer.
- 252.225-7017 Photovoltaic Devices
- 252.225-7046 Exports by Approved Community Members in Response to the Solicitation
- 252.239-7009 Representation of Use of Cloud Computing
- 252.239-7017 Notice of Supply Chain Risk
- 252.247-7022 Representation of Extent of Transportation by Sea

FAR Clauses

FAR Clauses Applicable to this Order Irrespective of the Amount of the Order (Exceptions as noted).

- 52.202-1 Definitions
- 52.203-2 Certificate of Independent Price Determination
- 52.203-3 Gratuities
- 52.203-5 Covenant Against Contingent Fees
- 52.203-7 Anti-Kickback Procedures
- 52.203-8 Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity
- 52.203-15 Whistleblower Protections under the American Recovery and Reinvestment Act of 2009
- 52.203-16 Preventing Personal Conflicts of Interest
- 52.203-17 Contractor Employee Whistleblower Rights (if the contract exceeds \$250,000)
- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
- 52.204-2 Security Requirements (Applies if the Work requires access to classified information)
- 52.204-9 Personal Identity Verification of Contractor Personnel
- 52.204-10 Reporting executive compensation and first-tier subcontract awards (oct 2018) on all solicitations and contracts of \$30,000 or more
- 52.204-17 Ownership or Control of Offeror
- 52.204-19 Incorporation by Reference of Representation and Certification
- 52.204-20 Predecessor or Offeror
- 52.204-21 Basic Safeguarding of Covered Contractor Information Systems
- 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)
- 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment
- 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
- 52.204-26 Covered Telecommunications Equipment of Services-Representation
- 52.208-8 Required Sources for Helium and Helium Usage Data
- 52.209-2 Prohibition of Contracting with Inverted Domestic Corporations-Representatives
- 52.209-7 Information Regarding Responsibility Matters (if contract is expected to exceed \$600,000)
- 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations
- 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under an Federal Law
- 52.211-5 Material Requirements
- 52.211-15 Defense Priority and Allocation Requirements
- 52.212-5 Contract Terms And Conditions Required To Implement Statutes Or Executive Orders – Commercial Items (Deviation) (Includes All Statutes Or Orders Issued)
- 52.215-6 Place of Performance
- 52.215-10 Price Reduction For Defective Certified Cost Or Pricing Data
- 52.215-11 Price Reduction For Defective Certified Cost Or Pricing Data - Modifications
- 52.215-16 Facilities Capital Cost Of Money
- 52.215-17 Waiver Of Facilities Capital Cost Of Money
- 52.216-7 Allowable Cost And Payment
- 52.216-8 Fixed Fee
- 52.216-10 Incentive Fee
- 52.216-11 Cost Contract – No Fee (applies if this Order is placed on a cost reimbursement - no fee basis. Does not apply if this is a labor hour or time and materials contract)
- 52.216-25 Contract Definitization
- 52.219-1 Small Business Program Representations
- 52.219-8 Utilization of Small Business Concerns
- 52.222-1 Notice to the Government of Labor Disputes
- 52.222-3 Convict Labor
- 52.222-4 Contract work hours and safety standards act - overtime compensation
- 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (all solicitations expected to exceed the micro-purchase threshold)
- 52.222-19 Child Labor- Cooperation with Authorities and Remedies

52.222-21	Prohibition of Segregated Facilities
52.222-25	Affirmative Action Compliance
52.222-26	Equal Opportunity (Contract is expected to be in excess of \$10,000)
52.222-41	Service Contract Labor Standards (applies if order is over for services is over \$2,500)
52.222-50	Combating Trafficking in Persons (exceeds \$550,000)
52.222-55	Minimum Wages Under Executive Order 13658 (Applicable if FAR 52.222-41 applies and the work is performed in the United States)
52.222.56	Certification Regarding Trafficking in Persons Compliance Plan
52.222-62	Paid Sick Leave Under Executive Order 13706
52.223-3	Hazardous Material Identification and Material Safety Data (Alternate I applies only to Non-DoD Contracts)
52.223-4	Recovered Material Certification
52.223-6	Drug Free Workplace
52.223-7	Notice of Radioactive Materials (In paragraph (a), insert “thirty (30)” in the blank.)
52.223-11	Ozone-Depleting Substances
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation
52.224-3	Privacy Training
52.225-1	Buy American – Supplies (Note 1) (Non-DoD only)
52.225-3	Buy America –Free Trade Agreement- Israeli Trade Act
52.225-4	Buy American-Free Trade Agreements-Israeli Trade Act Certificate
52.225-5	Trade Agreements
52.225-6	Trade Agreements Certificate
52.225-8	Duty-Free Entry (If included in the Buyer’s contract)
52.225-13	Restrictions on Certain Foreign Purchases
52.225-19	Contractor Personnel in a Designated operational Area or Supporting a Diplomatic or Consular Mission Outside the United States Prohibition on Conducting Restricted Business Operations in Sudan-Certification
52.225-20	
52.225-26	Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008 Historically Black College or University and Minority Institution Representation
52.226-2	Authorization and Consent (Applies if the Prime Contract contains this clause and other than simplified acquisition procedures are being used)
52.227-1	Patent Indemnity
52.227-3	Royalty Information
52.227-6	Refund of Royalties (Applies when reported royalty exceeds \$250.)
52.227-9	Filing of Patent Applications - Classified Subject Matter (Notes 2 & 3)
52.227-10	Patent Rights - Ownership by the Contractor (DOD Large Businesses only see DFARS 252.227-7038) (Notes 2 & 3)
52.227-11	
52.227-14	Rights in Data – General (Non DoD only) (Notes 2 & 3)
52.227-15	Representation of Limited Rights Data and Restricted Computer Software
52.227-19	Commercial Computer Software-License (Non DoD only)
52.228-3	Workers’ Compensation Insurance (Defense Base Act)
52.228-4	Workers’ Compensation and War-Hazard Insurance Overseas
52.228-5	Insurance-Work on a Government Installation
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts
52.232-16	Progress Payments (Alternate I or Alternate II, if appropriate)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.233-3	Protest After Award
52.233-4	Applicable Law for Breach of Contract Claim
52.234-1	Industrial Resources Developed under Defense Production Act Title III
52.237-2	Protection of Government Buildings, Equipment and Vegetation (Applies if Work is performed on a Government installation
52.237-7	Indemnification and Medical Liability Insurance
52.242-5	Payments to Small Business Subcontractors
52.242-15	Stop-Work Order (Paragraph (b)(2)-change 30 days to 20 days), with Alternate I
52.242-17	Government Delay of Work

- 52.244-5 Competition in Subcontracting
- 52.244-6 Subcontracts for Commercial Items
- 52.245-1 Government Property (Applies only if Government Property is provided.)
- 52.245-9 Use and Charges (Applies only if Government Property is provided.)
- 52.246-1 Contractor Inspection Requirements
- 52.246-2 Inspection of Supplies – Fixed Price
- 52.246-3 Inspection of Supplier – Cost-Reimbursement
- 52.246-4 Inspection of Services – Fixed Price
- 52.246-5 Inspection of Services – Cost-Reimbursement
- 52.246-6 Inspection – Time-and-Material and Labor-Hour
- 52.246-7 Inspection of Research and Development – Fixed Price
- 52.246-23 Limitation of Liability (“Acceptance of supplies delivered under this Subcontract” shall mean acceptance by the Government under the prime Contract of the supplies delivered hereunder or as incorporated in supplies delivered to BUYER.)
- 52.246-25 Limitation of Liability – Services
- 52.246-26 Reporting Nonconforming Items
- 52.247-34 F.O.B. Destination
- 52.247-63 Preference for U.S.-Flag Air Carriers (Applies only if U S Government financed international air transportation of personnel (and their personal effects or property will occur in the performance of this Subcontract.)
- 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Applies only if ocean transport maybe involved.)
- 52.249-2 Termination For Convenience of the Government (Fixed Price)(Paragraph (d) is deleted and Paragraph (e) is modified by changing “1 year” to “2 months” in all places.)
- 52.249-8 Default (Fixed-Price Supply and Service)

FAR Clauses Applicable if this Order Exceeds \$2,500

- 52.222-41 Service Contract Labor Standards
- 52.222-42 Statement of Equivalent Rates for Federal Hires
- 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiyear and Option Contracts)
- 52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements
- 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services – Requirements

FAR Clauses Applicable If This Order Exceeds \$10,000.

- 52.222-22 Previous Contracts and Compliance Reports
- 52.222-25 Affirmative Action Compliance
- 52.222-40 Notification of Employee Rights under the National Labor Relations Act
- 52.222.99 Combating Race and Sex Stereotyping

FAR Clauses Applicable If This Order Exceeds \$15,000.

- 52.222-20 Contracts for Materials, Suppliers, Articles and Equipment Exceeding \$15,000
- 52.222-36 Affirmative Action for Workers with Disabilities

FAR Clauses Applicable If This Order Exceeds \$30,000.

- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards

FAR Clauses Applicable If This Order Exceeds \$35,000.

- 52.209-6 Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment

FAR Clauses Applicable If This Order Exceeds \$150,000 (Exceptions as noted).

- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions
- 52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation
- 52.222-35 Equal Opportunity for Veterans

- 52.222-37 Employment Reports on Veterans
- 52.222-54 Employment Eligibility Verification (Does not apply to commercial off the self-items)
- 52.233-3 Protest After Award

FAR Clauses Applicable If This Order Exceeds FAR Simplified Acquisition Threshold (Exceptions as noted).

- 52.203-6 Restrictions on Subcontractor Sales to the Government
- 52.203-17 Contractor Employee Whistleblower Rights
- 52.204-14 Service Contract Reporting Requirements
- 52.209-5 Certification Regarding Responsibility Matters
- 52.215-2 Audit and Records – Negotiation (Note 2)
- 52.215-14 Integrity of Unit Prices
- 52.215-23 Limitations of Pass through Charges (Non-DoD only)
- 52.219-8 Utilization of Small Business Concerns
- 52.222-38 Compliance with Veterans’ Employment Reporting Requirements
- 52.223-9 Estimated of Percentage of Recovered Material Content for EPA-Designated Items
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement
- 52.227-16 Additional Data Requirements (applies if the Order involves experimental, developmental, research, or demonstration work)
- 52.229-3 Federal, State, and Local Taxes Progress Payments (Alternate I or Alternate II, if appropriate)
- 52.232-17 Interest
- 52.233-2 Service of Protest
- 52.242-13 Bankruptcy
- 52.242-2 Subcontracts
- 52.444-5 Competition in Subcontracting
- 52.246-16 Responsibility for Supplies
- 52.248-1 Value Engineering

FAR Clauses Applicable If This Order Exceeds \$750,000

- 52.219-9 Small Business Subcontracting Plan (If FAR 52.219-9 is applicable to this Contract, Seller’s Subcontracting Plan shall be incorporated into this Contract, and Seller shall submit Small Business Subcontracting Reports (Individual Subcontracting Report (ISR)). *(This Clause does not apply to Small Businesses)*
- 52.219-16 Liquidated Damages -- Subcontracting Plan (Applies only if FAR 52.219-9 is applicable)

FAR Clauses Applicable If This Order Exceeds \$1,000,000 (Exceptions as noted).

- 52.243-7 Notification of Changes (Insert “10 calendar days” in the spaces provided in paragraphs (b) and (d))

FAR Clauses Applicable If This Order Exceeds \$2,000,000.

- 52.214-26 Audit and Records-Sealed Bidding
- 52.215-12 Subcontractor Certified Cost or Pricing Data
- 52.215-13 Subcontractor Certified Cost or Pricing Data - Modifications
- 52.215-15 Pension Adjustments and Asset Reversions (Notes 2 & 3)
- 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions
- 52.215-19 Notification of Ownership Changes
- 52.215-20 Requirements for Certified Cost or Pricing Data or Information Other Than Cost or Pricing Data (Paragraph (a)(2) Contracting Officer shall only mean Government Contracting Officer)
- 52.215-21 Requirements for Certified Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (Paragraph (a)(2) Contracting Officer shall only mean Government Contracting Officer)
- 52.215-23 Limitations of Pass through Charges (DoD only)
- 52.227-9 Refund of Royalties (Applies when reported royalty exceeds \$250.)
- 52.230-2 Cost Accounting Standards (Large Businesses only) (Notes 2 & 3)
- 52.230-3 Disclosure and Consistency of Cost Accounting Practices (Large Business only) (Notes 2 & 3)
- 52.230-4 Disclosure and Consistency of Cost Accounting Practices – Foreign Concerns (Large Business only) (Notes 2 & 3)
- 52.230-5 Cost Accounting Standards- Educational institution
- 52.230-6 Administration of Cost Accounting Standards (Large Businesses only) (Notes 2 & 3)
- 52.424-3 Penalties for Unallowable Costs

FAR Clauses Applicable If This Order Exceeds \$6,000,000 (Exceptions as noted).

- 52.203-13 Contractor Code of Business Ethics and Conduct (Not applicable if the performance period is less than 120 days). All disclosures of violation of the civil False Claims Act or of the Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.)
- 52.203-14 Display of Hotline Poster(s) (except when the Contract is (1) for the acquisition of a commercial item; or (2) performed entirely outside the United State.) Include in all lower tier subcontracts that exceeds \$6,000,000
- 52.204-15 Service Contract Reporting Requirements for Infinite-Delivery Contract. (applies if this Order is for services (including construction) where one or more orders issued thereunder are expected to each meet or exceed the thresholds at FAR 4.1703. This clause is not required for actions entirely funded by DoD, contracts awarded with generic entity identifier, or in classified solicitations, contracts, or orders.)
- 52.227-13 Patent Rights – Ownership by the Contractor (applies to Orders to experimental, developmental, or research work; Alt I and II apply if in Buyer’s Government Contract)
- 52.232-20 Limitations of Costs (appliers if this is a fully funded Order)
- 52.232-22 Limitation of Funds (appliers if the Order is incrementally funded)
- 52.239-1 Privacy or Security Safeguards
- 52.243-6 Change Order Accounting (applies if the Order involves supply and research and development work of significant technical complexity and numerous changes are anticipated)
- 52.247-67 Submission of Transportation Documents for Audit (applies when Seller is a first-tier supplier and transportation will be reimbursed as a direct charge to the Order) [Delete paragraph (a)(2)]

DFARS Clauses

DFARS Clauses Applicable to this Order Irrespective of the Amount of the Order (Exceptions as noted).

- 252.203-7000 Requirements Relating to Compensation of Former DoD Officials
- 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contractor Related Felonies.
- 252.203-7002 Requirement to Inform Employees of Whistleblower Rights
- 252.203-7003 Agency Office of the Inspector General (Applies if FAR 52.203-13 applies)
- 252.203-7004 Display of Fraud Hotline Poster(S) (Replaces FAR 52.203-14)
- 252.203-7995 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements – (DEVIATION 2017-O0001) (NOV 2016)
- 252.204-7000 Disclosure of Information ((In paragraph (b), change “45” days to “60”days.))
- 252.204-7003 Control of Government Personnel Work Product
- 252.204-7004 Antiterrorism Awareness Training for Contractors
- 252.204-7005 Oral Attestation of Security Responsibilities
- 252.204-7009 Limitations on the Use or Disclosure of Third-Party Contactor Reported Cyber Incident Information
- 252.204-7010 Requirement for Contractor to Notify DoD if the Contractor’s Activities are Subject to Reporting Under the U.S. International atomic Energy Agency Additional Protocol
- 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (Include this clause in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties; and Seller shall rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the Buyer. The Seller shall provide the Buyer with the incident report number, automatically assigned by DoD, as soon as practicable.)
- 252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support
- 252.204-7016 Covered Defense Telecommunications Equipment or Services—Representation
- 252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services—Representation
- 252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services. In the event the Seller identifies covered defense 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, the Seller shall report at <https://dibnet.dod.mil> and the Buyer the information contained in (d)(2) of this clause within one business day from the date of such identification or notification. The Seller shall also provide the information required in (d)(2)(ii) of the clause to the Government and the Buyer within 10 business days of submitting the initial report

- required in (d)(2)(i).
- 252.204-7019 Notice of NIST SP800-171 DoD Assessment Requirements (Not applicable to Orders for commercially available off-the-shelf (COTS) items.)
 - 252.204-7020 NIST SP 800-171 DoD Assessment Requirements (Applicable to all Purchase Orders except Purchase Orders for commercially available off-the-shelf items.)
 - 252.204-7021 Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement (Applicable to all Purchase Orders except Purchase Orders for commercially available off-the-shelf items.)
 - 252.205-7000 Provision of information to Cooperative Agreement Holders
 - 252.209-7009 Organizational Conflict of Interest-Major Defense Acquisition Program
 - 252.211-7003 Item Identification and Valuation
 - 252.211-7006 Passive Radio Frequency Identification
 - 252.211-7007 Reporting of Government-Furnished Property
 - 252.211-7008 Use of Government-Assigned Serial Numbers
 - 252.215-7000 Pricing Adjustments
 - 252.215-7002 Cost Estimating Systems Requirements (If contract awarded on basis of cost and pricing data)
 - 252.219-7003 Small Business Subcontracting Plan (DoD Contracts)
 - 252.219-7004 Small Business Subcontracting Plan (Test Program)
 - 252.219-7008 Only one Offer
 - 252.219-7010 Requirements for Certified Cost or Pricing Data and Other Data than Certified Cost or Pricing Data
 - 252.222-7000 Restrictions on Employment of Personnel
 - 252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements
 - 252.222-7007 Representation Regarding Combating Trafficking in Persons
 - 252.223-7001 Hazard Warning Labels
 - 252.223-7002 Safety Precautions for Ammunition and Explosives
 - 252.223-7003 Change in Place of Performance-Ammunition and Explosives
 - 252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Add Alternate as appropriate)
 - 252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives
 - 252.223-7008 Prohibition of Hexavalent Chromium
 - 252.225-7001 Buy American and Balance of Payments Program
 - 252.225-7002 Qualifying Country Sources as Subcontractors
 - 252.225-7004 Report of Intended Performance outside the United States and Canada – Submission after Award
 - 252.225-7007 Prohibition on Acquisition of United States Munitions List Items From Communist Chinese Military Companies
 - 252.225-7008 Restriction on Acquisition of Specialty Metals
 - 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals
 - 252.225-7012 Preference for Certain Domestic Commodities
 - 252.225-7013 Duty-Free Entry
 - 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools
 - 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings
 - 252.225-7019 Restriction on Acquisition of Anchor and Mooring Chain
 - 252.225-7020 Trade Agreements Certificate
 - 252.225-7021 Trade Agreements (Add Alternate II if appropriate)
 - 252.225-7025 Restriction on Acquisition of Forgings
 - 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales
 - 252.225-7028 Exclusionary Policies and Practices of Foreign Governments
 - 252.225-7035 Buy American –Free Trade Agreements –Balance of Payment Program Certificate
 - 252.225-7036 Buy American –Free Trade Agreements – Balance of Payments Program – Basic
 - 252.225-7038 Restriction on Acquisition of Air Circuit Breakers
 - 252.225-7040 Contractor Personnel Authorized to Accompany U. S. Armed Forces Deployed Outside the United States.
 - 252.225-7043 Anti-Terrorism/Force Protection Policy for Defense Contractors Outside The United States (Applies where Seller will be performing or traveling outside the U.S. under this Subcontract.)
 - 252.225-7047 Exports by Approved Community Members in Performance of the Contract
 - 252.225-7048 Export-Controlled Items
 - 252.225-7051 Prohibition on Acquisition of Certain Foreign Commercial Satellite Services
 - 252.225-7052 Restriction on the Acquisition of Certain Magnets and Tungsten
 - 252.227-7013 Rights in Technical Data- Noncommercial Items (Note 3)

- 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Note 3)
- 252.227-7015 Technical Data - Commercial Items (Notes 2 & 3)
- 252.227-7016 Rights in Bid or Proposal Information (Note 3)
- 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (Notes 2 & 3)
- 252.227-7018 Rights in Noncommercial Technical Data and Computer Software—Small Business Innovation Research (SBIR) Program
- 252.227-7019 Validation of Asserted Restrictions - Computer Software (Notes 2 & 3)
- 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends
- 252.227-7026 Deferred Delivery of Technical Data or Computer Software
- 252.227-7027 Deferred Ordering of Technical Data or Computer Software
- 252.227-7028 Technical Data or Computer Software Previously Delivered to the Government
- 252.227-7030 Technical Data-Withholding of Payment
- 252.227-7037 Validation of Restrictive Markings on Technical Data (Notes 2 & 3)
- 252.227-7038 Patent Rights – Ownership by the Contractor (Large business) (Replaces FAR 52.227-11 for DOD contracts only)
- 252.227-7039 Patents-Reporting of Subject Inventions (Applicable to contracts containing FAR 52.772-11 only)
- 252.228-7001 Ground and Flight Risk
- 252.228-7005 Accident Reporting and Investigation involving Aircraft, Missiles, and Space Launch Vehicles
- 252.231-7000 Supplemental Cost Principles
- 252.232-7017 Accelerating Payments to Small Business Subcontractors—Prohibition on Fees and Consideration (Applicable to Purchase Orders with small business concerns when Buyer receives Accelerated Payments under its prime contract.)
- 252.234-7002 Earned Value Management Systems (applies to cost or incentive contracts valued at \$20,000,000 or more, and for other contracts for which EVMS will be applied in accordance with 48 CFR § 234.201(1)(iii) and (iv); use in lieu of FAR 52.234-4, Earned Value Management System, in the solicitation and contract)
- 252.234-7004 Cost and Software Data Reporting System (applies to the Order if included in Buyer’s Government Contract)
- 252.235-7003 Frequency Authorization
- 252.237-7023 Continuation of Essential Contractor Services (applies to Order for essential services)
- 252.239-7009 Representation of Use of Cloud Computing
- 252.239-7010 Cloud Computing Services
- 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services
- 252.239-7018 Supply Chain Risk
- 252.243-7001 Pricing of Contract Modifications
- 252.244-7000 Subcontracts for Commercial Items
- 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (Applies only if Government Property is provided.)
- 252.245-7002 Reporting Loss of Government Property (Applies only if Government Property is provided.)
- 252.245-7003 Contractor Property Management System Administration
- 252.245-7004 Reporting, Reutilization, and Disposal (Applies only if Government Property is provided.)
- 252.246-7001 Warranty of Data - Alternate II
- 252.246-7003 Notification of Potential Safety Issues
- 252.246-7004 Safety of Facilities, Infrastructure, and Equipment for Military Operations
- 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System
- 252.246-7008 Sources of Electronic Parts
- 252.247-7003 Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer
- 252.247-7023 Transportation of Supplies by Sea
- 252.247-7024 Notification of Transportation of Supplies by Sea
- 252.247-7027 Riding Gang Member Requirements

DFARS Clauses Applicable if this Order Exceeds \$25,000

- 252.225-7036 Buy American - Free Trade Agreement - Balance of Payments Program

DFARS Clauses Applicable if this Order Exceeds \$250,000

- 252.208-7000 Intent To Furnish Precious Metals As Government Furnished Materials

252.209-7004 Subcontracting With Firms That Are Owned Or Controlled By The Government Of A Country That Is A State Sponsor Of Terrorism

DFARS Clauses Applicable if this Order Exceeds \$500,000.

252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns – DOD Contracts

DFARS Clauses Applicable if this Order Exceeds \$1,000,000.

252.225-7033 Waiver of United Kingdom Levies (UK Contracts only)

48.0 Additional Flowdown Clauses – Additional clauses identified in the Prime Contract may be added to this Order as an attachment