PURCHASE ORDER GENERAL PROVISIONS – COMMERCIAL PRODUCTS AND SERVICES

1. TERMS AND CONDITIONS

(a) This Order is subject to the following terms and conditions and by accepting the Order, or any part thereof, the Seller agrees to and accepts said terms and conditions.

(b) The referenced Purchase Order, attachments, and documents incorporated herein constitute the complete and exclusive statement of the terms of this agreement between Buyer and Seller and supersede all prior representations, understandings, and communications relating hereto. The invalidity in whole or in part of any provision of this Order shall not affect the validity of other provisions. Buyer's failure to insist, in any one or more instances, upon the performance of any term of this Order shall not be constituted as a waiver or relinquishment of Buyer's right to such performance or to future performance of such a term or terms, and Seller's obligation in respect thereto shall continue in full force and effect. Time shall be of the essence hereunder. Seller shall perform work and make deliveries hereunder no earlier than and only to the minimum extent consistent with delivery schedules and other requirements.

2. REQUEST FOR INFORMATION

Vendor Information Request (VIR) Form, PRO-F-305 (available at Small Business Partners | Concurrent Technologies Corporation shall be utilized for:

- Requests for variation from specifications as indicated on engineering drawings (such as material substitutions, stock size change, etc.) or other requirements noted in the Order.
- Requests for interpretation of requirements or technical assistance from Seller are emailed to the Buyer identified on the Order using the VIR Form (PRO-F-305) and email subject line to include a "CTC/EVC Supplier Quality Assurance Information Request."
- A VIR must be submitted for each occurrence (VIR shall list the specific Order and line item). VIRs do not cover multiple part numbers. If the same parts are being made in the future, under a different Order, a new VIR must be summited at that time.
- AVIR shall be used by the Seller to notify the Buyer of nonconforming product as noted in Section 3 "Notification of Nonconformities".

3. NOTIFICATION OF NONCONFORMITIES:

Seller agrees to submit the VIR Form PRO-F-305 to notify the Buyer of any nonconforming product that requires disposition other than rework (to print) or scrap if the part is produced to Buyer's design or the nonconformity results in a departure from Order requirements. The Seller shall request Buyer's Material Review Board (MRB) action to disposition Seller nonconformities of "Use as Is", "Repair", or Standard Repair Procedure (SRP)" via their VIR.

This applies to all deliveries for this Order, if found after delivery, the Seller agrees to notify Buyer of nonconformities throughout the warranty period. Sources of such defect date may include Seller's own determination, data received from the manufacturer, Government Industry Data Exchange Program (GIDEP) Alerts and reports from other Buyers of the same product.

4. FLOWDOWN REQUIREMENTS:

When work related to this Order is subcontracted to a Seller's lower-tier supplier/subcontractor, the Seller shall flow down the appropriate requirements to the Seller's lower-tier supplier/subcontractor. The appropriate requirements include, but are not limited to, Buyer's requirements, critical items, special requirements, key characteristics, control of special processes, record retention, and a flow down of the quality system requirements.

5. APPROVED SELLER REQUIREMENTS:

As an approved Seller for the Buyer, Seller shall maintain a quality system that utilizes procedures which are compliant with the requirements identified in the Order.

These include:

- AS 9100 (which QPS-100 would be incorporated into this purchase order) or
- ISO-9001

6. INSPECTION AND ACCEPTANCE

The Seller shall only tender for acceptance those items that conform to the requirements of this Order.

The Buyer reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Buyer may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in price. The Buyer must exercise its post-acceptance rights:

(a) Within a reasonable time after the defect was discovered or should have been discovered; and

(b) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

The Seller shall only tender for acceptance those items that conform to the requirements of this Order. Sampling inspection is allowed, if used random sampling based on ASQC Z1.4 2008 Level I with **Zero Rejects** as shown in **Table 1** shall be followed.

Table 1 Statistical Sampling Plan

Lot Size	Parts Inspected*
2-15	2
16-25	3
26-90	5
91-150	8
151-280	13
281-500	20
501-1200	32
1201 to 3200	50
3201 to 10000	80
10001 to 35000	125
35001 to 150000	200

Supply a Certificate of Conformance (C of C) is required with each shipment. The C of C shall be signed/authenticated by a person who is responsible for this quality assurance function and whose function and position is defined in the Seller's quality assurance program.

When the drawing or other document requires material to a specific specification, the material certificates shall be supplied. These certificates shall include both mechanical and chemical results for the material. In cases where the material requires heat treat, the material hardness after heat treat shall be provided, at a minimum.

The Buyer reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Buyer may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in price. The Buyer must exercise its post-acceptance rights –

(a) Within a reasonable time after the defect was discovered or should have been discovered; and

(b) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

7. CHANGES

By written order, Buyer may, from time to time, order work suspension or make changes in drawings, designs, specifications, place of delivery, methods of shipment and packaging, and property and services furnished by Seller. If any such change causes an increase or decrease in the price of this Order or in the time required for its performance, Seller shall promptly notify Buyer thereof and assert its claim for adjustment within 20 days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this provision shall excuse Seller from proceeding immediately with the Order as changed. Whether made pursuant to this provision or by mutual agreement, changes shall not be binding upon Buyer except when specifically confirmed in writing by a member of Buyer's Purchasing Department. Information, advice, approvals or instructions given by Buyer's technical personnel or other representatives shall be deemed expressions of personal opinions only and shall not affect Buyer's and Seller's rights and obligations hereunder unless set forth in a writing which is signed by a member of Buyer's Purchasing Department and which expressly states that it constitutes an amendment to that Order.

8. INDEMNIFICATION

(a) In the event any article sold and delivered hereunder shall be defective in any respect whatsoever, Seller will indemnify and save harmless Buyer from all loss or the payment of all sums of money by reason of all accidents, injuries, or damages to persons or property that may happen or occur in connection with the use or sale of such article and are contributed to by said defective conditions.

(b) If Seller performs services or constructs, erects, inspects or delivers hereunder, Seller will indemnify and save harmless Buyer from all loss or the payment of all sums of money by reason of all accidents, injuries, or damages to persons or property that may happen or occur in connection therewith.

(c) In lieu of any other warranty by Buyer or Seller against infringement, statutory, or otherwise, it is agreed that Seller shall defend at its expense any suit against Buyer or its customers based on a claim that any item furnished under this Order or the normal use or sale thereof infringes any U.S. Letters Patent or Copyrights, other than claims under Letters Patent covering combinations of such items with items not furnished by Seller, and shall pay costs and damages finally awarded in any such suit; provided that Seller is notified in writing of the suit and given authority, information, and assistance at Seller's expense for the defense of same. If the use or sale of said item is enjoined as a result of such suit, Seller, at no expense to Buyer, shall obtain for Buyer and its customers the right to use and sell said item or shall substitute an equivalent item acceptable to Buyer and extend this patent indemnity thereto.

(d) Notwithstanding the foregoing Provision, when this Order is performed under the Authorization and Consent of the U.S. Government to infringe U.S. patents, Seller's liability for infringement of such Patents in such performance shall be limited to the extent of the obligation of the Buyer to indemnify the U. S. Government.

(e) Seller shall indemnify and hold Buyer harmless from and against any liability, including, without limitation, Buyer's cost, attorney's fee, or any fines or penalties assessed against Buyer, resulting from a violation of the Anti-Kickback Enforcement Act of 1986 by Seller or by any Subcontractor below Seller or Subcontractor employee.

9. TERMINATION

In the event of Seller's failure to deliver as and when specified, Buyer reserves the right to cancel this Order, or any part thereof, without prejudice to its other rights, and Seller agrees that Buyer may return part or all of any shipment so made and may charge Seller with any loss or expense sustained as a result of such failure to deliver.

10. ASSIGNMENTS AND SUBCONTRACTING

Neither this Order nor any interest herein nor claim hereunder may be assigned or delegated by Seller; nor may all or substantially all of this Order be further subcontracted by Seller without the prior written consent of Buyer. No consent shall be deemed to relieve Seller of its obligations to comply fully with the requirements hereof.

Notwithstanding the above, Seller may, without Buyer's consent, assign monies due to Seller and to become due to Seller hereunder, provided buyer shall continue to have the right to exercise any and all of its rights under, settle any and all claims arising out of, and enter into amendments to, this Order, without notice to or consent of the assignee. Buyer shall be given notice of the assignment; all invoices shall refer to the assignment.

11. WARRANTIES

Seller warrants to Buyer and Buyer's customers that all items delivered and all services rendered hereunder will conform with the requirements hereof and will be free from defects. In addition to other remedies which may be available at law or in equity, Buyer, at its option, may return to Seller any nonconforming or defective items or require correction or replacement of nonconforming or defective items, Seller shall repay such portion of the contract price or such additional amount as is equitable under the circumstances. These rights of Buyer are in addition to but shall not be limited by Seller's standard warranties. Inspection and acceptance of items by Buyer or its customer, or payment thereof, shall not relieve seller of its responsibilities hereunder.

12. DISPUTES

Both parties shall attempt in good faith to resolve disputes arising hereunder. Pending resolution of any dispute, Seller agrees to proceed diligently with the performance of this Order. The Order shall be governed by the laws of the Commonwealth of Pennsylvania. All controversies or disputes arising out of this Order shall be heard in a court of competent jurisdiction in Pennsylvania. Each party hereby waives: any objections to lack of jurisdiction, venue, or inconvenient forum; and any right to a jury trial

13. INTELLECTUAL PROPERTY

(a) SELLER warrants that the Work performed or delivered under this Order will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Except to the extent that the U.S. Government assumes liability therefore, SELLER shall defend, indemnify, and hold harmless BUYER, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs, arising out of any action by a third party that is based upon a claim that the Work performed or delivered under this Order infringes or otherwise violates the intellectual property rights of any person or entity.

(b) SELLER's obligations under paragraph (a) above shall not apply to the extent FAR 52.227-1 "Authorization and Consent" applies to BUYER's Prime Contract for infringement of a U.S. patent and BUYER and its customers are not subject to any actions for claims, damages, losses, costs, and expenses, including reasonable attorney's fees by a third party.

(c) In addition to the Government's rights in data and inventions SELLER agrees that BUYER. in the performance of its prime or higher tier contract obligations (including obligations of follow-on contracts or contracts for subsequent phases of the same program), shall have an unlimited, irrevocable, paid-up, royalty-free right to make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works, and authorize others to do any, some or all of the foregoing, any and all, inventions, discoveries, improvements, maskworks and patents as well as any and all data, copyrights, reports, and works of authorship, conceived, developed, generated or delivered in performance of this ORDER.

(d) The tangible medium storing copies of all reports, memoranda or other materials in written form including machine-readable form, prepared by SELLER and furnished to BUYER pursuant to this order shall become the sole property of BUYER.

14. OTHER COMPLIANCES

The Seller shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this Order.

15. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) typed provisions set forth on this Order, including the description of items purchased/statement of work and specifications attached or incorporated by reference, (2) Buyer's Order Attachments, and (3) these Purchase Order General Provisions. The order of precedence in no way takes precedence over any FAR or DFARS clauses that are a part of the Purchase Order.

16. LIEN WAIVER(S)

Seller shall provide Buyer with lien waivers in a form reasonably satisfactory to Buyer from any and all lower-tier subcontractors, consultants, materialmen, suppliers, or other entities (hereinafter collectively referred to as "subcontractors") working under Seller in the performance of this Order. Failure to deliver such lien waiver(s) shall cause Buyer to withhold payment of that amount from the Order payment schedule equal to the amount to which the subcontractor(s) are entitled. Further, in the event that such lien waivers are not delivered to Buyer by the point in time when performance by Seller has reached fifty percent (50%) of completion, Buyer may, at its sole option, elect to double the amount of retainage established under this Order and issue any progress payments due and owing to Seller in the form of jointly payable checks.

In the event that Buyer receives notice of non-payment of a subcontractor or a formal notice of the intent by a subcontractor to file a lien, Buyer shall notify Seller which will have five (5) business days within which to resolve the non-payment or prospective lien. In the event that a lien attaches due to Seller's failure to respond, Seller shall have five (5) business days within which to cause such lien to be removed. Until such lien is removed Buyer shall be under no obligation to make any progress payments to Seller. Seller shall hold Buyer harmless for any and all damages attributable to the placement of a lien upon its property, including reasonable attorney fees.

17. COUNTERFEIT WORK

(a) For purposes of this clause, Work consists of those parts delivered under this Order that are the lowest level of separately identifiable items (e.g., articles, components, goods, and assemblies). "Counterfeit Work" means Work that is or contains items misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also includes approved Work that has reached a design life limit or has been damaged beyond possible repair but is altered and misrepresented as acceptable.

(b) SELLER shall not deliver counterfeit Work to BUYER under this Order.

(c) SELLER shall only purchase products to be delivered or incorporated as Work to BUYER directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by BUYER.

(d) SELLER shall immediately notify BUYER with the pertinent facts if SELLER becomes aware or suspects that it has furnished Counterfeit Work. SELLER shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.

(e) This clause applies in addition to any quality provision, specification, statement of work or other provision included in the Order addressing the authenticity of Work. To the extent such provisions conflict with this clause, this clause prevails.

(f) In the event that Work delivered under this Order constitutes or includes Counterfeit Work, SELLER shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Order. Notwithstanding any other provision in this Order, SELLER shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation BUYER's costs of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies BUYER may have at law, equity or under other provisions of this Order.

(g) SELLER shall include paragraphs (a) through (e) and this paragraph (g) of this clause or equivalent provision in lower tier Orders for delivery of items that will be included in or furnished as Work to BUYER.

18. MISCELLANEOUS

(a) If Seller refuses to accept this Order exactly as written, Seller will so advise the Buyer upon receipt of the Order and before Seller makes any shipment.

(b) Upon request by the Buyer, the Seller agrees to furnish waivers or releases from other suppliers or subcontractors for the purchases covered by this Order.

(c) Buyer will not be responsible for any goods delivered or services rendered without a Purchase Order. Our Order number must appear on all invoices, packing lists, correspondence, etc.

(d) If Buyer's accounts payable department is notified of an outstanding debt of the supplier owed to Buyer and uncollected by Buyer, Buyer may withhold and offset any debt owed to Buyer from any outstanding supplier invoices submitted to Buyer for payment. A 30-day notification to offset a supplier invoice will be issued by Buyer prior to the offset, thereby allowing the supplier the opportunity to negotiate a debt repayment schedule with interest in lieu of an offset. If the amount of the debt is greater than the amount on any outstanding invoices, offsets will continue until the supplier debt is fully repaid to Buyer.

(e) The Seller represents and warrants that it shall comply with all U.S. export and import laws and regulations. Further, by acceptance of this Order, the Seller certifies the following:

If any commodities, technical data and/or services provided by the Seller to Buyer in connection with this Order are subject to the requirements of the International Traffic Arms Regulations, 22 CFR Part 120, (ITAR) or the Export Administration Regulations 15 CFR§§ 730-774 (EAR) the following shall apply:

1. Per 22 CFR 122.1 (a) – Seller shall be registered with the Department of State's Office of Defense Trade Controls;

2. The Seller warrants that foreign person, as defined in the paragraph 120.16 of the ITAR, are NOT authorized to work under this Order without the express written approval of the Department of State or the Department of Commerce if the work falls under EAR;

3. The Seller warrants that it will not export, transfer or disclose technical data, defense articles or defense services to a foreign person, whether in the U.S. or abroad, without the written permission of the U.S. Department of State or the Department of Commerce. In addition, the Seller shall notify Buyer in writing prior to the export, transfer or disclosure to foreign persons; and

4. The Seller shall indemnify and hold Buyer harmless for all claims, demands, damages, costs, fines, penalties, attorney's fees, and all other expenses arising from the Seller's failure to comply with this clause and the stated statutes and regulation, as they may be amended.

(f) By accepting this Order, Seller certifies to Buyer that the Seller is in full compliance with the Anti-Kickback Enforcement Act of 1986 (41 USC 51-58) and that neither Seller including any of its officers, agents, partners or employees, nor any subcontractor below Seller or subcontractor employee has: (1) provided or attempted to provide or offered to provide any kickback; (2) solicited, accepted, or attempted to accept any kickback; or (3) included, directly or indirectly, the amount of any kickback in the price applicable to this order or in the subcontract price charged by any subcontractor to a higher-tier subcontractor.

(g) If Seller believes that a violation of one or more of the prohibitions described in paragraph 18 (f) may have occurred, Seller shall promptly report in writing, to the Legal Office of Concurrent Technologies Corporation (CTC) or CTC Enterprise Ventures Corporation (EVC), 100 CTC Drive, Johnstown, Pennsylvania 15904 (for information call (800) 282-4392; please identify yourself, your company, the violation as specifically as possible, and identify the Order to which the report relates.

19. SPECIAL U.S. GOVERNMENT PROVISIONS

If the Order Specifies a Government Prime Contractor or higher-tier subcontract, then the following contract clauses, contained in the Federal Acquisition Regulation (FAR), as amended below, apply. The following definitions shall apply to this Order except as otherwise herein provided:

"BUYER" - Means legal entity issuing the Order/Subcontract.

"CONTRACTING OFFICER" - Means Buyer's authorized representative who signed this Order or is identified elsewhere in this Order and will mean Contracting Officer, whenever appropriate, where indicated elsewhere in these terms and conditions.

"CONTRACTOR" - Means Seller.

"SELLER" - Means legal entity which contracts with the Buyer.

"CONTRACT" or "SCHEDULE" or "SUBCONTRACT" - Means this Order/Subcontract.

"SUBCONTRACTOR" - Means Sellers' subcontractors.

"GOVERNMENT" - Means Buyer and will mean Government, whenever appropriate, where indicated elsewhere in these terms and conditions.

The Buyer and Seller acknowledge the Government's rights in acquisitions made under Government contracts and permits the Seller's use of such property on the resultant Order from the Buyer.

The order of precedence in no way takes precedence over any FAR or DFARS clause that are a part of this Order.

The Seller may not communicate directly to the Government in support of this Order, unless approved by the Buyer. However, this does not preclude the Seller from reporting fraud, waste or abuse directly to the Government.

All disputes involving this Order that are not resolved between the Parties shall be construed and interpreted according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies, Boards of Contract Appeals, and quasi-judicial agencies of the Federal Government.

No term or condition contained therein will abrogate, limit, restrict, or waive Government rights, e.g. "nothing in this Order (or any of its attachments, exhibits or otherwise) abrogates, limits, restricts, or waives Government rights.

20. FAR CLAUSES APPLICABLE HERETO

The following clauses set forth in the Federal Acquisition Regulation (FAR), as amended and modified below, are applicable to this Order. Without limiting the Order provisions, these FAR clauses are incorporated by reference into this Order with the same force and effect as though set forth in full text. The complete text of any clause referenced may be obtained from the Buyer. The dates of these FAR clauses incorporated by reference are the same as the corresponding clause in Buyer's prime contract or higher-tier subcontract under which this order is placed. However, statutory acquisition-related dollar thresholds referenced in any clause shall be applied using the value in effect at the time of this subcontract award, as adjusted for inflation in accordance with FAR 1.109. Other clauses as may be required will be identified on the face of this Order, either by incorporation or by attachment thereto. The Seller shall include in each lower-tier subcontract the appropriate flowdown clauses required by the FAR and DFARS.

To accommodate contracts awarded under different versions of the Federal Acquisition Regulation and Defense Federal Acquisition Regulations, these General Provisions may contain both legacy FAR clauses and clauses issued under the FAR Overhaul (RFO) and deviations in the DFAR. In some instances, clause numbering, titles, or text have changed under the FAR Overhaul and DFAR Deviations. The inclusion of both versions is intended solely to ensure compliance with the contractual and regulatory requirements applicable to the specific procurement. Where both a legacy clause and its FAR

Overhaul/DFAR Deviation counterpart are identified, the version required by the applicable prime contract or solicitation shall govern.

ALL ORDERS SHALL INCLUDE THE FOLLOWING:

Contracts awarded Prior to RFO revision	Contracts awarded post FAR Overhaul Revisions	FAR CLAUSE NUMBER	FAR CLAUSE TITLE
X	Reserved	52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009. (Applies If the order is funded under the Recovery Act funds.)
X	X	52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS.
X	X	52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS. (Applies in all orders, other than personal services contracts with individuals.)
	X	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
X	relocated to FAR Part 240	52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (Applicable to Orders for the acquisition of commercial products or commercial services, other than commercial available off-the-shelf items, in which Seller may have Federal contract information residing in or transiting through its information system.)
X	relocated to FAR Part 240	52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES.
X	relocated to FAR Part 240	52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.
X	relocated to FAR Part 240	52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION
X	relocated to FAR Part 240	52.204-28	FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS – FEDERAL SUPPLY SCHEDULES, GOVERNMENTWIDE ACQUISITION CONTRACTS, AND MULTI-AGENCY CONTRACTS
X	relocated to FAR Part 240	52.204-30	FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS-PROHIBITION
X	X	52.222-41	SERVICE CONTRACT LABOR STANDARDS. (Applies if the prime contract is subject to Service Contract Labor Standards statute. This clause does not apply to contracts or orders administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.)
	X	52.222-51	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT—REQUIREMENTS (Applies if it is determined the contract is not subject to service contract labor standards)
	X	52.222-53	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES—REQUIREMENTS (Applies if it is determined the contract is not subject to service contract labor standards)
X	N/A	52.222-55	MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE 14026. (E.O. 13658 for awards issued prior to 2022 and E.O. 14026 for awards, modifications and option years issued in Jan 2022 and after. Applies only if the clause at 52.222-6, Construction Wage Rate Requirements, or 52.222-41, Service Contract Labor Standards, is in the prime contract and where work is to be performed, in whole or in part, in the United States).
X	X	52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706. (Applies in all orders, regardless of dollar value, that are subject to the Service Contract Labor Standards 52.222-41 or the Wage Rate Requirements (Construction) 52.222-6 and are to be performed in whole or in part in the United States.)
X	X	52.224-3	PRIVACY TRAINING. (Applies when subcontractor employees will (1) have access to a system of records; (2) create, collect, use, process, store, maintain, disseminate, disclose, or otherwise handle personally identifiable information, or (3) design, develop, maintain, or operate a system of records.)

Contracts awarded Prior to RFO revision	Contracts awarded post FAR Overhaul Revisions	FAR CLAUSE NUMBER	FAR CLAUSE TITLE
X	Reserved	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
X	X	52.225-26	CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES. (Applies to performance outside the United States in an area of combat operations, as designated by the Secretary of Defense, or other significant military operations, as designated by the Secretary of Defense upon agreement of the Secretary of State.)
X	X	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (Applies if Seller is a small business concern. Substitute "Buyer" for "Government" throughout this clause. This clause does not apply if Buyer does not receive accelerated payments under the prime contract. Not all agencies provide accelerated payments.)
	X	52.240-91	SECURITY PROHIBITIONS AND EXCLUSIONS (Paragraphs (d)(1) and (i)(1) do not apply to orders or other commercial instruments) Alt I applies to FSS, GWACS or MACS
	X	52.240-92	SECURITY REQUIREMENTS (Applies if subcontractor may have Federal Contract information residing in or transiting through its information system) ALT I applies to cost contracts for research and development with an educational institution
X	X	52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES.
X	X	52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS. (Use of a U.S. flagged commercial vessel for shipment of 50% + gross tonnage whenever transporting via ocean vessels.)
ALL ORDERS EXCEEDING $3,500 SHALL INCLUDE THE FOLLOWING:			
X	X	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION. (Applies except for commercial services that are part of the purchase of a commercial of the shelf (COTS) item performed the COTS provider, and are normally provided for that COTS item or construction. If Seller is an international contractor, this clause applies to this Order only if work under the Order will be performed in the United States or Sellers is recruiting employees in the Unites States to work on the Order)
ALL ORDERS EXCEEDING $10,000 SHALL INCLUDE THE FOLLOWING:			
X	X	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (If Seller is an international contractor, this clause applies to this purchase order only if work under the purchase order will be performed in the United States or Sellers is recruiting employees in the Unites States to work on the purchase order.)
ALL ORDERS EXCEEDING $15,000 SHALL INCLUDE THE FOLLOWING:			
X	X	52.222-90	ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS
ALL ORDERS EXCEEDING $20,000 SHALL INCLUDE THE FOLLOWING:			
X	X	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (If Seller is an international contractor, this clause applies to this purchase order only if work under the Order will be performed in the United States or Sellers is recruiting employees in the Unites States to work on the Order.)
ALL ORDERS EXCEEDING $200,000 SHALL INCLUDE THE FOLLOWING:			
X	N/A	52.203-12	LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.
X	X	52.222-35	EQUAL OPPORTUNITY FOR VETERANS. ("Contracting Officer" means Contracting Officer or the prime contract under which this Order was issued, and "Government" does not mean Buyer. If Seller is an international contractor, this clause applies to this Order only if work under the purchase order will be performed in the United States or Sellers is recruiting employees in the Unites States to work on the Order.)
X	X	52.222-37	EMPLOYMENT REPORTS ON VETERANS. (If Seller is an international contractor, this clause applies to this Order only if work under the purchase order will be performed in the United States or Sellers is recruiting employees in the Unites States to work on the Order.)
ALL ORDERS EXCEEDING $350,000 SHALL INCLUDE THE FOLLOWING			
X	X	52.203-3	GRATUITIES
X	X	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS. (If Seller is an international contractor, this clause applies to this Order only if work under the purchase order will be performed in the United States or Sellers is recruiting employees in the Unites States to work on the Order.)

Contracts awarded Prior to RFO revision	Contracts awarded post FAR Overhaul Revisions	FAR CLAUSE NUMBER	FAR CLAUSE TITLE
ALL ORDERS EXCEEDING $700,000 SHALL INCLUDE THE FOLLOWING			
X	X	52.222-50	COMBATING TRAFFICKING IN PERSONS. (Substitute "Buyer" for "Contracting Officer" throughout this clause. In paragraph (e) insert "and Buyer" after "Government." The requirements in paragraph (h) *Compliance Plan*. Apply to only to any portion of the subcontract that – is for the supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and has an estimated value that exceeds $700,000
ALL ORDERS EXPECTED TO EXCEED $7,500,000			
X	X	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (Applies if Order exceeds the threshold specified in FAR 3.1004(a) on the date of award and a performance period of more than 120 days. Disclosures made under this clause shall be made directly to the government entities identified in the clause.)

21. DFAR CLAUSES APPLICABLE HERETO

The following clauses set forth in the Defense Federal Acquisition Regulation Supplement (DFAR), as amended and modified below, are applicable to this Order. Without limiting the Order provisions, these DFAR clauses are incorporated by reference into this Order with the same force and effect as though set forth in full text. The complete text of any clause referenced may be obtained from the Buyer. The dates of these DFARS clauses incorporated by reference are the same as the corresponding clause in Buyer's prime contract or higher-tier subcontract under which this order is placed. However, statutory acquisition-related dollar thresholds referenced in any clause shall be applied using the value in effect at the time of this subcontract award, as adjusted for inflation in accordance with FAR 1.109. Other clauses as may be required will be identified on the face of this Order, either by incorporation or by attachment thereto.

Contracts awarded Prior to DFARS Deviation	Contracts awarded post DFARS Deviation	DFAR CLAUSE NUMBER	DFAR CLAUSE TITLE
X	N/A	252.203-7000	Requirements Relating to Compensation of Former DoD Officials
X	X	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
X	N/A	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL (Applies when FAR 52.203-13 applies to this Order.)
X	N/A	252.204-7000	DISCLOSURE OF INFORMATION
	X	252.204-7004	ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS, (Applies when subcontractor performance requires routine physical access to a Federally controlled facility or military installation)
X	X	252.204-7009	LIMITATIONS ON THE USE AND DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (Applies if this Order Involves Services that Include Support for the Government's Activities related to Safeguarding Covered Defense Information and Cyber Incident Reporting)
X	X	252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (does not apply for acquisition of COTS items) (Applies for orders for operationally critical support, or for which subcontract performance will involve covered defense information)
X	X	252.204-7014	LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS
X	X	252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT
	X	252.204-7018	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES

Contracts awarded Prior to DFARS Deviation	Contracts awarded post DFARS Deviation	DFAR CLAUSE NUMBER	DFAR CLAUSE TITLE
X	X	252.204-7020 / 252.240-7997 DEVIATION	NIST SP 800-171-DOD ASSESSMENT REQUIREMENTS (This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, in accordance with Defense Federal Acquisition Regulation System (DFARS) clause at 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract, not applicable to COTS
	X	252.204-7021	COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS. (Applies if the subcontract or other contractual instrument will contain a requirement to process, store, or transmit FCI or CUI, does not apply to COTS)
	X	252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION (Applies if this Order requires unique item identification. In paragraphs (c), (d), (e), and (f) "Contractor" shall mean "Subcontractor". All reports required to be submitted under this clause shall be submitted to Buyer. Delete paragraph (g) and replace with: (g) Lower-tier Subcontracts. Seller shall include this clause, including paragraph (g) in all lower -tier subcontracts issued under this Order for acquisition of components identified herein as requiring unique item identification.
	X	252.215-7992	ONLY ONE OFFER. (does not apply to Canadian Commercial Corporation, applies if exceeds $350,000)
	X	.252.215-7994	REQUIREMENTS FOR CERTIFIED COST OF PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA. (Applies if exceeds $350,000) Subcontractors to adhere to the requirements of 1) Paragraphs (c) and (d) of this provision for orders above the threshold for submission of certified cost or pricing data in 215-403-3(a); and (2) Paragraph (d) of this provision for orders exceeding the simplified acquisition threshold defined in FAR part 2.
	X	252.219-7997	SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (applies if the subcontract is expected to exceed $900,000 and to have further subcontracting opportunities)
X	N/A	252.223-7001	HAZARD WARNING LABELS (Applies if this Order requires the delivery of hazardous materials.)
X	N/A	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (Applies if the order involves ammunition or explosives. "Government" means "Government and Buyer"; any communication to the Contracting Officer shall be through Buyer's Procurement Representative; delete "prime" in paragraph (g)(1)(ii) and add "and Buyer's Procurement Representative," and delete "substituting its name for references to the Government".)
X	N/A	252.223-7003	CHANGE IN PLACE OF PERFORMANCE – AMMUNITION AND EXPLOSIVES (Applies if DFARS 252.223-7002 applies to this Order. Substitute "Buyer" for "Contracting Officer" throughout this clause. Insert "or Buyer" after "Government" throughout this clause.
X	N/A	252-223-7007	SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES
X	X	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM (Applies for supplies, maintenance and repair services, or construction material)
	X	252.223-7009	PROHIBITION OF PROCUREMENT OF FLUORINATED AQUEOUS FILMFORMING FOAM FIRE-FIGHTING AGENT FOR USE ON MILITARY INSTALLATIONS. (Applies if relating to firefighting on a military installation)
X	N/A	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (Applies if the work contains other than domestic components. Applies in lieu of FAR 52.225-1.)
X	X	252.225-7007	PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (Applies if Seller is supplying items on the U.S. Munitions List or the 600 series of the Commerce Control List.)

Contracts awarded Prior to DFARS Deviation	Contracts awarded post DFARS Deviation	DFAR CLAUSE NUMBER	DFAR CLAUSE TITLE
X	X	252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (Applies for commercial products or services that exceed the simplified acquisition threshold and are for items or components containing specialty metals. Paragraph (d) and subparagraph (e)1 are deleted.)
X	N/A	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (Applies in solicitations and contracts, including solicitations and contracts using FAR Part 12 procedures for the acquisition of commercial products and services.)
	X	252-225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (does not apply to orders for commercial products or items that do not contain ball or roller bearings)
	X	252.225-7019	RESTRICTION ON ACQUISITION OF ANCHOR AND MOORING CHAIN (Applies if for items containing welded shipboard anchor and mooring chain).
X	N/A	252.225-7021	TRADE AGREEMENTS (Applies if the Work contains other than U.S.-made, qualifying country, or designated country end products. Applies in lieu of FAR 52.225-5.)
X	N/A	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL
	X	252.225-7039	DEFENSE CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES. (Applies if order is for (1) Contingency operations; (2) Combat operations, as designated by the Secretary of Defense; (3) Other significant military operations (as defined in 32 CFR part 159), designated by the Secretary of Defense upon agreement of the Secretary of State; (4) Peace operations, consistent with Joint Publication 3-07.3; or (5) Other military operations or military exercises, when designated by the Combatant Commander.)
	X	252.225-7040	CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES. (Applies if order is for subcontractor personnel are supporting U.S. Armed Forces deployed outside the United States in— (1) Contingency operations; (2) Peace operations consistent with Joint Publication 3-07.3; or (3) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.)
X	N/A	252.225-7043	ANTITERRORISM/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.)
X	N/A	252.225-7048	EXPORT CONTROLLED ITEMS
	X	252.225-7052	RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (Applies for orders that are for items containing a covered material does not apply—(1) To an end item containing a covered material that is—(i) A commercially available off-the-shelf item, other than—(A) A commercially available off-the-shelf item that is—(1) 50 percent or more tungsten by weight effective through December 31, 2026; or (2) 50 percent or more covered material by weight effective January 1, 2027;(B) Effective through December 31, 2026, a tantalum metal, tantalum alloy, or tungsten heavy alloy mill product, such as bar, billet, slab, wire, cube, sphere, block, blank, plate, or sheet, that has not been incorporated into an end item, subsystem, assembly, or component; (ii) Effective January 1, 2027, a covered material that is a mill product, such as bar, billet, slab, wire, cube, sphere, block, blank, plate, or sheet, that has not been incorporated into an end item, subsystem, assembly, or component; (iii) An electronic device, unless otherwise specified in the contract; or (iv) A neodymium-iron-boron magnet manufactured from recycled material if the milling of the recycled material and sintering of the final magnet takes place in the United States. (2) If the authorized agency official concerned has made a nonavailability determination, in accordance with section 225.7018-4 of the Defense Federal Acquisition Regulation Supplement, that compliant covered materials of satisfactory quality and quantity, in the required form, cannot be procured as and when needed at a reasonable price. (i) For tantalum metal, tantalum alloy, or tungsten heavy alloy, the term “required form” refers to the form of the mill product, such as bar, billet, wire, slab, plate, or sheet, in the grade

Contracts awarded Prior to DFARS Deviation	Contracts awarded post DFARS Deviation	DFAR CLAUSE NUMBER	DFAR CLAUSE TITLE
			appropriate for the production of a finished end item to be delivered to the Government under this contract; or a finished component assembled into an end item to be delivered to the Government under the contract. (ii) For samarium-cobalt magnets or neodymium-iron-boron magnets, the term "required form" refers to the form and properties of the magnets.)
	X	252.225-7054	PROHIBITION ON USE OF CERTAIN ENERGY SOURCED FROM INSIDE THE RUSSIAN FEDERATION. (Applies if greater than $350,000 and for orders for furnished energy at a covered military installation)
X	X	252.225-7056	PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME
X	X	252.225-7060	PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION
	X	252.225-7061	RESTRICTION ON THE ACQUISITION OF PERSONAL PROTECTIVE EQUIPMENT AND CERTAIN OTHER ITEMS FROM NON-ALLIED FOREIGN NATIONS (Applies if over $150,000)
	X	252.225-7062	RESTRICTION ON ACQUISITION OF LARGE MEDIUM-SPEED DIESEL ENGINES. (Applies if over $350,000 for orders that require large medium-speed diesel engines for new construction of auxiliary ships.)
	X	252.225-7063	RESTRICTION ON ACQUISITION OF COMPONENTS OF T-AO 205 AND T-ARC CLASS VESSELS (Applies if over $350,000 for items in Paragraph (a)(1) of clause)
	X	252.225-7064	RESTRICTION ON ACQUISITION OF CERTAIN SATELLITE COMPONENTS (Applies if over $350,00 for orders for star trackers).
	X	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES – AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (Applies if this subcontract exceeds $500,000. Substitute "Buyer" for "Contracting Officer" in paragraph (c) the first time "Contracting Officer" appears. In subparagraph (f)(1) "Contractor" shall mean "Buyer". Buyer shall have no liability to Seller for an incentive payment under this clause unless and until the Government provides an incentive payment to Buyer
X	X	252.227-7013 / 252.227-7989	RIGHTS IN TECHNICAL DATA –OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (Applies in lieu of FAR 52.227-14. Applies to the extent specified in DFARS 252.227-7015.)
X	N/A	252.227-7014 / 252.227-7993	RIGHTS IN OTHER THAN COMMERCIAL COMPUTER SOFTWARE AND OTHER THAN COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (Applies in lieu of FAR 52.227-14.)
X	N/A	252.227-7015 / 252.227-7990	TECHNICAL DATA – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (Applies whenever any technical data pertaining to commercial products, commercial components, or commercial services, or commercial processes in any part at private expense will be provided under this order for delivery to the Government.)
X	RESERVED	252.227-7019	VALIDATIONS OF ASSERTED RESTRICTIONS – COMPUTER SOFTWARE (Applies to orders where computer software will be furnished to the Government.)
X	X	252.227-7037 / 252.227-7997	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA
	X	252.228-7001	GROUND AND FLIGHT RISK SUBCONTRACTS. (paragraph (f) of this clause in orders for commercial products or commercial services; or with in orders with Federal Aviation Administration (FAA) part 145 repair stations performing work pursuant to their FAA license.)
	X	252.236-7013	REQUIREMENT FOR COMPETITION OPPORTUNITY FOR AMERICAN STEEL PRODUCERS, FABRICATORS, AND MANUFACTURERS. (Applies for orders that involve the acquisition of steel as a construction)
	X	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (Applies for orders if subcontractor personnel will interact with detainees in the course of their duties)

Contracts awarded Prior to DFARS Deviation	Contracts awarded post DFARS Deviation	DFAR CLAUSE NUMBER	DFAR CLAUSE TITLE
	X	252.237-7998,	TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES (Applies for orders if subcontractor personnel will interact with detainees in the course of their duties),
X	X	252.239-7010	CLOUD COMPUTING SERVICES (Applies if order involves or may involve cloud services, including orders for commercial services.)
X	N/A	252.239-7018	SUPPLY CHAIN RISK (Applies in solicitations and contracts using FAR Part 12 procedures for the acquisition of commercial products and commercial services, for information technology, whether acquired as a service or as a supply that is a covered system, is a part of a covered system, or is in support of a covered system, as defined at 239.730. Insert "or Buyer" after "Government throughout this clause.)
	X	252.244-7999	SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL
X	X	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES (Applies if this subcontract is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. Seller shall provide notifications to Buyer and ACO and PCO identified to Seller.)
X	X	252.246-7007	CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (Paragraphs (a) through (e) apply.)
X	X	252.246-7008	SOURCES OF ELECTRONIC PARTS (Applies to Orders when the products or services include electronic parts, end items, components, parts, or assemblies containing electronic parts. This clause applies to Sellers, at all tiers, without regard to whether the Seller itself is subject to CAS. Does not apply to original equipment manufacturers
	X	252.247-7003,	PASS-THROUGH OF MOTOR CARRIER FUEL SURCHARGE ADJUSTMENT TO THE COST BEARER (Applies for products or commercial services, with motor carriers, brokers, or freight forwarders)
X	X	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (Applies in lieu of FAR 52.247-64 in all orders for ocean transportation of supplies. In the first sentence of paragraph (h), insert a period after "Contractor" and delete the balance of the sentence. Paragraph (g) and (h) shall apply if this subcontract exceeds the simplified acquisition threshold. Substitute "Buyer" for "Government" in paragraph (h).
X	N/A	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (Applies to all first-tier orders with a subcontract valued equal to or greater than $700,000 and requiring each subcontractor provide notice of its subcontractor for orders valued greater than $150,000. Substitute "Buyer" for "Contracting Officer" throughout this clause. Delete paragraph (d)(1) and the first five words of paragraph (d)(2).