



Digital Force Technologies (DFT) Terms & Conditions of Purchase

1. Definitions

- a. Items shall mean deliverables specified in the PO.
- b. PO shall mean Purchase Order issued by Buyer to Seller for items.

2. Acceptance

Seller accepts the terms of this agreement without reservation. Any modifications to this agreement must be signed by Buyer.

3. Order of Precedence

Terms and conditions proposed by Seller conflicting with or adding to the terms and conditions of this PO do not apply unless specifically agreed to in writing by Buyer, including: price, shipment, and delivery. These terms and conditions, together with any other documents that are referenced or attached are the entire agreement between the parties supersede any other agreement for the scope of this PO.

The order of precedence is:

1. The Buyer's Purchase Order (PO).
2. Buyer's documents incorporated by reference on the PO which apply to the PO as a whole and not to a specific line item therein.
3. This agreement.
4. Applicable Government Regulation and Flow Down Terms incorporated or referenced in the PO.
5. All other attachments, exhibits, appendices, documents or terms incorporated by reference in or attached to this agreement.

4. Shipping

- a. Seller shall comply with Buyer's written shipping instructions.
- b. Seller is solely responsible for all packaging.
- c. Title for all shipments passes to Buyer only upon written acceptance.
- d. All shipments must be consolidated on one bill of lading or airbill, when practical.
- e. All required shipping papers must be provided to Buyer before final payment.
- f. The PO number(s) must be plainly visible on all written correspondence and shipping documents, including, bills of lading, airway bill, packing sheets, invoices, and shipping labels.

- g. Seller bears the expense and risk of shipment, loss and/or damage to the stated place(s) and date(s).

5. Delivery

- a. The deadlines in this PO are essential. Failure to deliver as stated under this PO, is a material breach. Buyer may refuse or return shipments at Seller's sole risk and expense when the shipments exceed the quantities stated in the PO, or are delivered prior to the stated delivery date(s). No acts of Buyer, including modification or acceptance of late deliveries waives this material breach. In the event that Buyer accepts shipment(s) delivered prior to the stated delivery date(s), payment will be made as though Buyer accepted the shipment on the soonest stated date of the PO.
- b. Seller shall notify Buyer in writing immediately when Seller identifies any actual or potential delays to the performance of this PO and include a revised schedule. This notification does not waive Buyer's rights and remedies.
- c. Seller must notify Buyer of any planned obsolescence for any items identified in this PO.

6. Payment

Payment terms are based upon receipt of invoice or all items, whichever is latest. Payment terms are NET30.

7. Termination for Convenience

- a. Buyer may terminate this PO for any reason. If Buyer terminates without cause, Seller shall be reimbursed for actual and reasonable expenses.
- b. Seller must perform all non-terminated work.
- c. Seller shall be reimbursed for actual, evidenced, reasonable, and allocable costs, in addition to reasonable profit for work performed prior to termination for convenience. Seller may promptly submit a termination settlement proposal of lesser value than the value of the PO. Should Seller fail to submit such proposal within 90 days of termination, Seller forfeits all rights for recovery. Seller permits Buyer to take immediate possession of all items subject to the PO, either complete or incomplete.
- d. This agreement shall terminate for convenience upon written notification to Seller that Buyer's prime contract has terminated.

8. Termination for Default

- a. Buyer may terminate this PO, in whole or in part, at any time for breach of this agreement, if Seller (i) fails to deliver items as stated in this PO, (ii) failure to

make progress as to endanger performance of this PO, (iii) failure to provide adequate assurance of future performance.

- b. Buyer may also terminate this PO in whole or in part in the event any of the following occur: (i) Seller commences a voluntary case under title 11 of the United States Code or the corresponding provisions of any successor laws; (ii) anyone commences an involuntary case against Seller under title 11 of the United States Code or the corresponding provisions of any successor laws and either (A) the case is not dismissed by midnight at the end of the 60th day after commencement or (B) the court before which the case is pending issues an order for relief or similar order approving the case; (iii) a court of competent jurisdiction appoints, or Seller makes an assignment of all or substantially all of its assets to, a custodian (as that term is defined in title 11 of the United States Code or the corresponding provisions of any successor laws) for Seller or all or substantially all of its assets; or (iv) Seller fails generally to pay its debts as they become due (unless those debts are subject to a good-faith dispute as to liability or amount) or acknowledges in writing that it is unable to do so.
- c. Seller is liable for the Buyer's excess re-procurement costs for items. In the event of Seller's default hereunder, in addition to all other rights and remedies available at law.
- d. Buyer may require Seller to transfer title and deliver to Buyer, as directed by Buyer, any (i) complete or incomplete items, and (ii) any materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights that Seller has specifically produced or acquired for the terminated portion of this Contract. Upon direction from Buyer, Seller shall also protect and preserve property in its possession in which Buyer or its customer has an interest.

9. Force Majeure

- a. If a Force Majeure Event occurs, the party that is prevented by that Force Majeure Event from performing any one or more obligations under this agreement (the "Nonperforming Party") will be excused from performing those obligations, on condition that it complies with its obligations under section 7(c).
- b. For purposes of this agreement, "Force Majeure Event" means, with respect to a party, any event or circumstance, regardless of whether it was foreseeable, that was not caused by that party and that prevents a party from complying with any of its obligations under this agreement (other than an obligation to pay money), on condition that that party that uses reasonable efforts to do so, except that a Force Majeure Event will not include (any a strike or other labor unrest that affects only one party, an increase in prices, or a change of law).

- c. Upon occurrence of a Force Majeure Event, the Nonperforming Party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long that party expects it to last. Thereafter, the Nonperforming Party shall update that information as reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the Performing Party and to resume its performance under this agreement.

10. Disputes and Governing Law

- a. The parties agree to act in good faith.
- b. California law governs, without regard to its choice of law provisions and the 1980 United Nations Convention on Contracts for the International Sale of Items.
- c. All disputes shall be submitted in writing to senior management of the other party for resolution within 10 days, unless mutually extended in writing. If senior management is unable to resolve the dispute in within the time allotted, the case may be heard at the California State and Federal Courts in and for San Diego County, California.
- d. Seller shall continue to perform according to Buyer's instructions pending final resolution of the dispute provided that the Buyer continues to pay amounts not in dispute.

11. Rights and Remedies

Except as otherwise stated, the rights and remedies of the parties are additive and shall not be waived under any circumstance, unless waived explicitly in writing in response to an actual or alleged legal action.

12. Proprietary Rights

Seller grants Buyer all rights, licenses and title necessary for Buyer and its affiliates to use, transfer, pass-through, and sell items, and to exercise the rights granted under this PO.

13. Limitation of Liability

In no event will Buyer or its affiliates be liable for lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages, nor shall Buyer's liability to Seller exceed the total amount of fees actually paid to Seller hereunder under the applicable PO.

14. Taxes

Unless this PO specifies otherwise, the price of this PO includes, and Seller is liable for and shall pay, all taxes, impositions, charges, customs duties or tariffs, and exactions imposed on or measured by this PO except for applicable sales and use taxes that are 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.

15. Assignments, Subcontracting, Organizational Changes and Place of Manufacture

Seller will not assign its rights or subcontract its duties without Buyer's written consent. Any unauthorized assignment is void.

16. Quality Control

Buyer is permitted to review the Seller's quality control and inspection system documentation in order to determine whether it is acceptable to begin or continue performance under the PO.

17. Severability

The provisions of this agreement will be deemed severable, and the unenforceability of any one or more of its provisions will not affect the enforceability of any other provision. If any provision is unenforceable, the parties will substitute an enforceable provision that preserves the original intentions and economic positions of the parties to the maximum extent legally possible. This agreement is the entire agreement between the parties relating to its subject matter. The duties of the parties shall be determined exclusively by the terms and conditions of this agreement, which constitutes the complete understanding between the parties with respect to the subject matter hereof and supersedes any previous oral or written agreement with respect thereto.

18. Warranty of Rights

- a. Seller warrants that:
 - i. All items are new, made only with materials sourced directly from Original Component Manufacturers and/or Original Equipment Manufacturers (collectively "OEM") or their authorized distributors and do not contain used or reconditioned parts. Seller shall obtain and retain all documentation required to fully trace the distribution and sale of the items delivered hereunder back to the relevant OM, and, on request of Buyer, shall provide such authenticating documentation.
 - ii. If Seller becomes aware or suspects that it has furnished counterfeit Items to Buyer under this contract, Seller promptly, but in no case later than 10 days from discovery, shall notify Buyer and replace, at Seller's expense, such counterfeit Items with OEM or Buyer-approved Items that conform to the requirements of this contract. Seller shall be liable for all costs related to the replacement of counterfeit Items and any testing or validation necessitated by the installation of authentic Items after counterfeit Items have been replaced. Seller bears responsibility for procuring authentic Items or items from its subcontractors and shall

- ensure that all such subcontractors comply with the requirements of this article.
- iii. It has and maintains an internal counterfeit item control process for items delivered hereunder that comply with the standards or instructions set forth in any Buyer's specifications, including DFT Quality Notes, and other provisions incorporated into this PO. Buyer may audit, inspect, and/or approve the processes at any time before or after delivery of the items. Buyer may require changes to the processes to conform to Buyer's defined standards, if any, which are a material performance obligation.
 - iv. It will make commercially reasonable efforts to work with U.S. Customs and Border Patrol to enforce its rights under 19 C.F.R. § 133.21 and make commercially reasonable efforts to encourage its suppliers to do so.
- b. Seller further warrants that:
- i. It has the right to enter into this PO.
 - ii. It is aware of and is making best efforts to comply with applicable supply chain security recommendations issued by government and industry.
 - iii. This PO will not cause breach in any other Seller agreements or contracts.
 - iv. It has and shall maintain all license, registration, and permits required to perform.
 - v. All items meet workmanlike and professional standards of their respective industry.
 - vi. All warranties in this PO shall survive inspection, test, final acceptance, payment, and termination, and inure to the benefit of the Buyer and Buyer's end customer.
- c. Seller is liable for any loss, damage or expense that Buyer incurs from breach of any warranty. Remedies are at Buyer's election as stated in Section 24.
- d. In addition to any warranties offered by Seller, upon final acceptance and extending for one year surviving inspection, test, payment, and termination for the items and inure to the benefit of Buyer and Buyer's successors, assignees, and customer, Seller warrants that:
- i. All items conform to all specifications and requirements of this agreement.
 - ii. All items shall be free from
 1. design and specification defects,
 2. third party claims of infringement (including misappropriation),
 3. any liens or encumbrances,
 4. harmful components

5. electronic self-help code, and
 6. third-party software that may impose duties and/or restrictions upon Buyer or its customers.
- e. All Seller provided warranties shall begin period of coverage upon acceptance by the Government receiving agent.
 - f. Buyer will provide Seller reasonable notice upon discovering non-conformance.

19. Packaging & Marking - F.O.B. Destination

The shipping address, PO number, SKU, and any other "MARK FOR" information must be plainly marked on the outside of all packages shipped under this contract. This information must also be included on the inside of all packages.

20. Inspection

- a. Buyer may inspect and test items at all reasonable times and places.
- b. Buyer may visit all areas used for performance of the PO in Seller's locations during operating hours to inspect, review and assess progress and performance under the PO. Buyer's testing and inspections will be performed as to not unduly delay the production schedule.

21. Acceptance and Rejection

- a. Buyer will accept or reject the items within a reasonable time after delivery. Buyer may keep, reject, or keep and rework non-conforming items. Should Buyer keep and rework, Seller shall promptly provide materials, parts, and instructions to correct non-conformance.
- b. Buyer may require Seller to promptly repair, replace or reimburse non-conforming items at Seller's sole expense.
 - i. Should Buyer's customer elect to assume responsibility and payment for transportation if correction or replacement is required, Seller shall comply with written notification to that effect.
- c. Buyer's rights do not diminish upon acceptance of items relating to latent defects, misrepresentation, or fraud by Seller.
- d. If the Parties discover that warranties were not breached, then the Seller may file for an equitable adjustment which will not be unreasonably withheld.
- e. Nothing, including revoking acceptance, shall relieve Seller of any obligation under the PO or diminish the rights or remedies of Buyer.

22. Changes

Buyer may suspend, stop work, or make changes to the items, specifications, and delivery only upon written notice amending the PO on Buyer's letterhead, which may necessitate changing to the cost of this PO. Seller shall make such changes to comply with the notice as

soon as practicable without exception. Seller may submit a claim for equitable adjustment within 20 days of such notice which will be promptly negotiated and may result in a PO modification.

23. Infringement of Intellectual Property

- a. Seller will be liable to Buyer, its affiliates, and customer for any claim (including all costs, expenses, and attorneys' fees) arising from (i) claims that any items infringe any intellectual property rights; (ii) Seller's failure to comply with this PO; (iii) breaches of security to Personal Data that may identify an individual.
- b. Should an infringement claim be made, Seller will, at its own expense, exercise the first of the following remedies that is practicable: (i) obtain the rights for the Buyer under this PO; (ii) modify the items to be non-compliant and non-infringing; (iii) replace the items with non-infringing ones complying with the PO; or (iv) accept the return or termination of the infringing product and refund any amount paid.

24. Ethics

Seller will not directly or indirectly influence or induce decisions in favor of the Buyer or its affiliates through giving any person anything of value. Such actions will not be reimbursed. Seller's breach of the Anti-Kickback act of 1986 will be deemed a material breach of every contract between Buyer and Seller.

25. Compliance with Law

Seller warrants that all items furnished under this agreement are manufactured, sold, and delivered in compliance with all applicable laws and regulations, in effect at any time, including the requirements of the Foreign Corrupt Practices Act as amended (15 U.S.C. §78 et. seq.), Section 14 of the regulations of the Department of Labor, The Fair Labor Standards Act of 1938, OSHA and Department of Transportation regulations on hazardous materials.

26. Protecting and Handling Proprietary Information

- a. During contract performance, Seller may either directly or through the Government, receive proprietary technical data and computer software (hereafter "proprietary information") of other Sellers. Seller shall protect such proprietary information with the same caution that a reasonably prudent Seller would use to safeguard highly valuable property. Proprietary information shall not be duplicated, used or disclosed in whole or in part, without prior permission of the Government, for any purpose other than to perform this contract. This restriction does not limit Seller's right to use, duplicate or disclose such information if such information was lawfully obtained by Seller from other sources.

- b. Seller shall enter into written agreements with all companies whose proprietary information it receives. In addition, Seller shall obtain individual non-disclosure agreements (NDA) from all employees who have access to such data. Seller shall furnish to the Contracting Officer Representative (COR) copies of these NDAs. It is not the responsibility of the Government to request or be involved with drafting these NDA's.
- c. The contractor shall include this provision, including this paragraph, in subcontracts of any tier which involve access to information covered in paragraph (a) above.

27. Classified Information

Any U.S. Government classified documents or information disclosed hereunder shall be handled strictly in accordance with the National Industrial Security Program Operating Manual (NISPOM)[DoD 5220.22-M], its supplements, and any other applicable U.S. Government security statutes and regulations.

28. Confidentiality of Prime Contract

No information about this PO, including its existence, shall be disclosed outside of the Seller and its affiliates for any purposes other than to perform the obligations herein. Furthermore, no information about the relationship between Buyer and its affiliates, prime contract, nor information about the customer's acquisition program may be disclosed without prior written consent. Request for consent must be submitted to Buyer at least 45 days prior to the proposed release date.

29. Breach of Network

Seller is required to inform Buyer within three business days of when there has been a breach or successful penetration of the Seller's network(s) or information system(s). Breaches include unauthorized intrusions of the Seller's server(s) from external parties whether through introduction of malware, hacking, the compromise of access passwords, or any other unauthorized access or compromise. Breaches also include the physical loss of storage media such and disks, hard drives, thumb drives, laptops, or other devices which contain duplicates of information contained on the Seller's data systems, or the willful or accidental transmission, copying or posting of information relating to the prime contract which has not been specifically authorized by Buyer. Estimates of damage and mitigation strategies will be submitted to Buyer within a period following the breach specified and agreed upon by Seller and Buyer.

30. Protecting FOUO Information

The parties may exchange "For Official Use Only" (FOUO) information in the performance of this PO. All FOUO subcontractor requirements apply to Seller. By accepting this PO, Seller states that it is aware of and will comply with the special handling instructions detailed below.

General:

- a. The FOUO marking is assigned to information at the time of its creation in a Department of Defense (DoD) User Agency. It is not authorized as a substitute for a security classification marking but is used on official government information that may be withheld from the public under exemptions 2 through 9 of the Freedom of Information Act (FOIA).
- b. Other non-security markings, such as "Limited Official Use" and "Official Use Only" are used by non-DoD User Agencies for the same type of information and should be safeguarded and handled in accordance with instruction received from such agencies.
- c. Use of the above markings does not mean that the information cannot be released to the public under FOIA, only that it must be reviewed by the Government prior to its release to determine whether a significant and legitimate government purpose is served by withholding the information or portions of it.

Markings:

- a. An unclassified document containing FOUO information will be marked "For Official Use Only" at the bottom of the front cover (if any), on the first page, on each page containing FOUO information, on the back page, and on the outside of the back cover (if any). No portion markings will be shown.
- b. Within a classified document, an individual page that contains both FOUO and classified information will be marked at the top and bottom with the highest security classification of information appearing on the page. If an individual portion contains FOUO information but no classified information, the portion will be marked, "FOUO."
- c. Any "For Official Use Only" information released to a contractor by a DoD User Agency is required to be marked with the following statement prior to transfer. "This document contains information EXEMPT FROM MANDATORY DISCLOSURE UNDER THE FOIA. Exemptions apply."
- d. Removal of the "For Official Use Only" marking can only be accomplished by the originator or other competent authority. When the "For Official Use Only" status is terminated, all known holders will be notified to the extent practical.

Dissemination:

Contractors may disseminate "For Official Use Only" information to their employees and subcontractors who have a need for the information in connection with a

classified contract. Contractors must ensure employees and subcontractors are aware of the special handling instructions detailed below.

Storage:

During working hours, "For Official Use Only" information shall be placed in an out-of-sight location if the work area is accessible to persons who do not have a need for the information. During nonworking hours, the information shall be stored to preclude unauthorized access. Filing such material with other unclassified records in unlocked files or desks, is adequate when internal building security is provided during nonworking hours. When such internal security control is not exercised, locked buildings or rooms will provide adequate after-hours protection or the material can be stored in locked receptacles such as file cabinets, desks, or bookcases.

Transmission:

"For Official Use Only" information may be sent via first-class mail or parcel post. Bulky shipments may be sent by fourth-class mail. DoD components, officials of DoD components, and authorized DoD contractors, consultants, and grantees send FOUO information to each other to conduct official DoD business. Tell recipients the status of such information, and send the material in a way that prevents unauthorized public disclosure. Make sure documents that transmit FOUO material call attention to any FOUO attachments. Normally, you may send FOUO records over facsimile equipment. To prevent unauthorized disclosure, consider attaching special cover sheets, the location of sending and receiving machines, and whether authorized personnel are around to receive FOUO information. FOUO information may be passed to officials in other departments and agencies of the executive and judicial branches to fulfill a government function. Mark the records "For Official Use Only" and tell the recipient the information is exempt from public disclosure under the FOIA and requires special handling.

Disposition:

When no longer needed, FOUO information must be shredded.

Unauthorized Disclosure:

Unauthorized disclosure of "For Official Use Only" information does not constitute a security violation but the releasing agency should be informed of any unauthorized disclosure. The unauthorized disclosure of FOUO information protected by the Privacy Act may result in criminal sanctions and disciplinary action may be taken against those responsible.

31. Insurance

- a. Seller must maintain, and require its subcontractors to maintain the following minimum insurance coverage limits throughout the term of any PO including any applicable warranty period:
 - i. Workers' Compensation - statutory
 - ii. Employers' liability - \$1,000,000 per incident
 - iii. Commercial General Liability (including bodily injury and property damage, products/completed operations coverage, premises and contractual liability coverage) - \$1,000,000 per occurrence
 - iv. Automotive Liability - \$1,000,000 per accident

- b. Upon Buyer's request, Seller will provide Buyer with such insurance certificates evidencing a waiver of subrogation for Buyer and naming Buyer as an additional insured for Commercial General Liability.
 - i. Should any work be performed on premises owned or controlled by Buyer, Seller will comply with all of Buyer's directions concerning the premises.
 - ii. If work is to be performed on premises owned or controlled by Buyer, then Seller shall comply with all the rules and regulations established by Buyer for access to and activities in and around premises controlled by Buyer or Buyer's customer. Seller shall be responsible for the actions and failure to act of all parties retained by, through, or under Seller in connection with the performance of this PO.

32. Indemnity Against Claims

Seller is, without limitation, solely responsible to Buyer, its customer and their respective officers, directors, employees and agents for resulting costs, expenses (including reasonable attorney's fees) and liability arising from all claims including personal injury, death, property loss or damage, attributed to or caused by the items supplied under the PO (i) for breach of its warranties, and (ii) all claims (including resulting costs, expenses and liability) by the employees of Seller or any of its subcontractors.

33. Export/Import Controls

- a. The Parties agree to fully comply with applicable United States International Traffic in Arms Regulations and the Export Administration Regulations ("ITAR") to ensure that no information or technical data provided pursuant to this agreement is exported or provided to a foreign person without the authorization of Buyer and the obtainment of proper documentation. Seller is solely responsible for determining whether information provided by Buyer is technical data covered by ITAR prior to release to another party. Seller is liable for all

claims, demands, damages, costs, fines, penalties, attorney's fees and other expenses, and costs arising from its failure to comply with this ITAR, and any applicable U.S. export control statutes or regulations. Seller must notify Buyer if any items and technical data are subject to such statutes or regulations.

- b. Seller states that it has and will maintain registration with the U.S. Department of State Directorate of Defense Trade Controls and understands its obligation to comply with ITAR and the Export Administration Regulations ("EAR").
- c. Seller shall immediately notify Buyer if it, any parent, subsidiary affiliate, or lower-tier subcontractor is named on any Government restricted, excluded, or denied party list or if any export privileges become denied, suspended, or revoked. Seller shall not deal with any such party in the performance of a PO.

34. Consideration for Breach

In the event a delivery is in breach for late or non-conforming delivery of items for any reason, Buyer may require Seller to promptly provide, at no additional cost (including shipping), additional items for Buyer to provide to Buyer's customer as Equitable Relief, in lieu of Buyer exercising its rights and remedies available for such breach. The additional items may be products Seller has available not offered under a PO.

35. Priority Rating

Seller states that it understands and shall comply with the strict requirements of the Defense Priorities and Allocation System Regulation (DPAS) (15 C.F.R. Part 700) that may apply to quoting for and fulfilling a PO. In the event Seller fails to comply with DPAS, including prompt quoting and performance as required or failure to reprioritize its supply chain, Seller, without limitation, indemnifies Buyer for breach of this warranty. Seller acknowledges that willful violation of DPAS, or an official action of the Department of Commerce, is punishable as a criminal act (15 C.F.R. Part 714).

36. Reps and Certs

Seller must annually submit to Buyer, prior to the new Government Fiscal Year (October 1), a signed and dated Entity Record printout from SAM.GOV. Failure to submit these representations and certifications entitle Buyer to withhold award or payment without recourse (for instructions, see *System for Award Management User Guide* section "Printing and Saving Your Entity's Record").

37. Contract Closeout

Seller will make all efforts to closeout any PO's in 60 days upon closeout request from Buyer. Cost type PO's will be closed out in accordance with Defense Contract Management Agency and Defense Contract Audit Agency procedures.

38. Seller Records

Seller must retain its records relating to this PO for at least five years following termination of this agreement.

39. Time

A day means calendar day. References to a time of day are references to the time in the Pacific Time Zone (PST).

40. Survivability

Termination of this agreement will not relieve either party of any claims against it that arise under this agreement before the agreement is terminated. Seller's obligations that by their very nature must survive expiration, termination, or completion of this PO, including obligations Sections 3, 7, 8, 10, 11, 12, 13, 17, 18, 23, 25, 26, 28, 30, 31, 32, 33, 34, 37, 38, 39, 40 and applicable regulations referenced in the Flowdown Terms shall survive expiration, termination, or completion of this agreement and any PO's.

FLOWDOWN TERMS

The following clauses are incorporated by reference per "FAR 52.244-6 - Subcontracts for Commercial Items". Notwithstanding any foregoing terms to the contrary, subcontractor is subject to the following (as applicable):

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509), if the subcontract exceeds \$5.5 million and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017).

(iv) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (JUN 2016), other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204-21.

(v) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(vi) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vii) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(viii) 52.222-21 Prohibition of Segregated Facilities (APR 2015).

(ix) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(x) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212(a));

(xi) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

(xii) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(xiii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(xiv)



- (A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xv) 52.222-55, Minimum Wages under Executive Order 13658 (DEC 2015), if flowdown is required in accordance with paragraph (k) of FAR clause 52.222-55.
- (xvi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706), if flow down is required in accordance with paragraph (m) of FAR clause 52.222-62.
- (xvii)
 - (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a) if flow down is required in accordance with 52.224-3(f).
 - (B) Alternate I (JAN 2017) of 52.224-3, if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable).
- (xviii) 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; 10 U.S.C. 2302 Note).
- (xix) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.
- (xx) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.