

GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS – ATTACHMENT I

When the Order includes Products which are for use in connection with a U.S. Government prime contract or subcontract, the following additional terms and conditions shall apply as required by the terms of the prime contract or by operation of law or regulation. Buyer is flowing down to Seller certain provisions and clauses from the Federal Acquisition Regulations (FAR) and Department of Defense (DoD) FAR Supplement (DFARS) (collectively, "FAR Clauses"). These FAR Clauses are hereby incorporated by reference, as applicable, and in the manner set forth below, as modified by any parenthetical information. FAR Clauses inapplicable to the performance of this Order under Buyer's Government contract are self-deleting. If the substance of a FAR Clause is different than the substance of the clause actually incorporated in Buyer's Government contract, then the substance of the clause actually incorporated in Buyer's Government contract shall apply instead. The parties hereby agree to include in these Supplemental Terms and Conditions any additional or revised FAR Clauses incorporated in Buyer's Government contract that are applicable to the performance of this Order. The parties shall handle any amendments to these Supplemental Terms and Conditions under Clause 10, Changes. Seller shall flow down to its lower-tier subcontractors all applicable FAR Clauses and any other requirements of this Order and applicable law so as to enable and ensure that Buyer and Seller comply with all applicable requirements of Buyer's Government contract. It is intended by the parties that these FAR Clauses shall apply to Seller in such manner as is necessary to reflect the position of Seller as a subcontractor to Buyer, and to insure Seller complies with its obligations to Buyer and to the Government, and to enable Buyer to meet its own contract obligations to the Government. Consequently, in interpreting and applying FAR Clauses flowed down to Seller, and as context requires, the terms "Contractor" and "Offeror" shall mean Seller, the term "Contract" shall mean this Order, and the term "Government", "United States", "Contracting Officer", "Administrative Contracting Officer" and equivalent phrases shall mean Buyer and/or Buyer's Procurement Representative. In addition, the term "Commercial Product" and "Commercial Service" mean a commercial product or commercial service, respectively, as defined in FAR 2.101. However, as an exception to the foregoing, the terms "Government" and "Contracting Officer" do not change in the following circumstances:

- (a) in the phrases "Government Property", "Government-Furnished Property" and "Government-Owned Property";
- (b) in the patent rights clauses incorporated herein, if any;
- (c) when a right, act, authorization or obligation can be granted or performed only by the Government or a Contracting Officer or his/her duly-authorized representative;
- (d) when title to property is to be transferred directly to the Government; and
- (e) when access to proprietary financial information or other proprietary data is required, except as otherwise provided in this Order.

FAR Clauses flowed down by Buyer to Seller pursuant to this Attachment I may require submission of certificates. All such required representations and certifications made by Seller in connection with these FAR Clauses, including all such certifications submitted by Seller with its offer, are hereby incorporated in this Order by reference. Seller shall, with respect to applicable FAR Clauses flowed down pursuant to this Attachment I, furnish to Buyer (or directly to the Government upon request of Buyer) any certificate required to be furnished by any FAR Clause and any certificate required by any further U.S. law, ordinance, or regulation with respect to Seller's compliance with the terms and provisions of U.S. laws, ordinances, or regulations. As used in this paragraph, the word "certificate" shall include any plan or course of action or record keeping function, as, for example, a small business subcontracting plan for which flow down is required.

If this is a procurement for a commercial product or commercial service, only the mandatory prime contract flow downs (to include FAR and DFARS Clauses specifically applicable to commercial products or commercial service) and the FAR clauses listed in FAR 12.301(d), FAR 52.212-5 (e)(1) and FAR 52.244-6 (c)(1) apply to this order.

Seller shall indemnify, hold Buyer harmless, and at Buyer's election, defend Buyer and its Customer(s) and their respective officers, directors, employees, and agents from and against any price reduction in Buyer's contract, as well as Buyer's reasonable attorney fees and other direct costs to defend contract claims from Buyer's Customers when said reduction is attributable to the failure of Seller or Seller's Suppliers at any tier to properly discharge applicable duties under the Truth in Negotiation Act, Cost Accounting Standards and other applicable clauses incorporated by reference in accordance with this Attachment I. These Supplemental Terms and Conditions are in addition to and not in derogation of the General Terms and Conditions and any "other" terms and conditions of this Order; however, in the event that any Supplemental Term or Condition is determined to be inconsistent with any printed General Term or Condition or any "other" term and condition of this Order, the Supplemental Term or Condition shall govern.

I. FAR (48 CFR Chapter 1) Clauses Incorporated by Reference (Specific applicability stated within parentheses.)

A. GENERAL – FOR ALL APPLICABLE ORDERS

- 52.203-15 Whistleblower Protections under the American Recovery and Reinvestment Act of 2009
- 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements – Representation (Applicable to all Solicitations except those for a personal services contract with an individual)
- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Applicable to all Solicitations except those for a personal services contract with an individual.)
- 52.204-2 Security Requirements (Applicable if Order requires access to classified information excluding any reference to any changes clause in the prime contract.)
- 52.204-9 Personal Identity Verification of Contractor Personnel (Applicable if Seller will have routine physical access to a federally-controlled facility and/or routine access to a federally-controlled information system.)
- 52.204-11 American Recovery and Reinvestment Act – Reporting Requirements (Applicable if contract is funded in whole or in part with Recovery Act funds.)
- 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Applicable to all Orders, except commercially available off-the-shelf items, in which Seller may have Federal contract information residing in or transiting through its information systems.)
- 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
- 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (not including (b)(2))
- 52.204-27 Prohibition on a ByteDance Covered Application.
- 52.211-5 Material Requirements (Applicable for all Orders for supplies that are not commercial products or commercial services.)
- 52.215-22 Limitations on Pass-Through Charges – Identification of Subcontract Effort
- 52.219-8 Utilization of Small Business Concerns
- 52.222-1 Notice to the Government of Labor Disputes
- 52.222-19 Child Labor - Cooperation with Authorities and Remedies
- 52.222-20 Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000
- 52.222-41 Service Contract Labor Standards (Applicable if this Order/Contract is subject to the Service Contract Act.)
- 52.222-50 Combating Trafficking in Persons
- 52.222-51 Exemption from Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (applicable when the Service Contract Labor Standards statute does not apply and all requirements for the exemption are met)
- 52.222-53 Exemption from Service Contract Labor Standards to Contracts for Certain Services – Requirements (applicable when the Service Contract Labor Standards statute does not apply and all requirements for the exemption are met)
- 52.222-54 Employment Eligibility Verification (Applicable if this Order; (1) is for commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item) or construction; (2) has a value of more than \$3,500; and (3) includes work performed in the United States.)
- 52.222-55 Minimum Wages Under Executive Order 13658 (applicable when FAR 52.222-6, Construction Wage Rate Requirements, or 52.222-41, Service Contract Labor Standards is included in the contract, and where work is to be performed, in whole or in part, in the United States (the 50 States and the District of Columbia))
- 52.222-62 Paid Sick Leave Under Executive Order 13706 (Applicable if the prime contract includes 52.222-6, Construction Wage Rate Requirements, or 52.222-41, Service Contract Labor Standards, where work is to be performed, in whole or in part, in the United States (the 50 States and the District of Columbia)).
- 52.223-3 Hazardous Material Identification and Material Safety Data (Applicable if this Order involves hazardous material.)
- 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Applicable if the end Products were

<p>52.224-2 manufactured with or contain ozone-depleting substances.) Privacy Act (applicable when the design, development, or operation of a system of records on individuals is required to accomplish an agency function)</p> <p>52.224-3 Privacy Training (Applicable for all Orders when the Supplier employees will; (a) Have access to a system of records; (b) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (c) Design, develop, maintain, or operate a system of records.)</p> <p>52.225-1 Buy American Act – Supplies (Applicable if the Seller's products contain other than domestic components.)</p> <p>52.225-5 Trade Agreements</p> <p>52.225-6 Trade Agreements Certificate (Applicable if FAR 52.225-5 applies To this Order)</p> <p>52.225-13 Restrictions on Certain Foreign Purchases</p> <p>52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States (Applicable if Sellers' personnel are performing work OCONUS in an area designated for contingency operations, humanitarian/peacekeeping operations, or military exercises, or when supporting a diplomatic/consular mission.)</p> <p>52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan – Certification</p> <p>52.225-26 Contractors Performing Private Security Functions Outside the United States (applies when performance is required outside the United States in an area of (1) Combat operations, as designated by the Secretary of Defense; or (2) other significant military operations, as designated by the Secretary of Defense and only upon agreement of the Secretary of Defense and the Secretary of State.)</p> <p>52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving</p> <p>52.227-1 Authorization and Consent (Applicable if the prime contract contains this clause.)</p> <p>52.227-10 Filing of Patent Applications -- Classified Subject Matter (Applicable if Sellers products or any patent application may cover classified subject matter.)</p> <p>52.227-11 Patent Rights -- Ownership by the Contractor (Applicable if this Order includes, at any tier, experimental, developmental or research work, and Seller is a small business or domestic nonprofit organization.)</p> <p>52.227-13 Patent Rights -- Ownership by the Government (Applicable if this Order/Contract is for experimental, developmental, or research work and made applicable by FAR 27.3 or Buyer's Prime Contract. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the Buyer's Procurement Representative identified on the face of this Order.)</p> <p>52.227-14 Rights in Data – General (Applicable if data will be produced, furnished or acquired under this Order.)</p> <p>52.227-16 Additional Data Requirements</p> <p>52.228-3 Workers Compensation Insurance (Defense Base Act) (Applicable if the requirements at FAR 28.309(a) applies to this Contract.)</p> <p>52.228-4 Workers Compensation and War-Hazard Insurance Overseas (Applicable if the requirements as FAR 28.309(b) apply to this Contract.)</p> <p>52.232-17 Interest (Seller shall indemnify Buyer for all interest assessed under this clause for Seller or its low-tier subcontractors' acts or omissions. Applicable unless any of the categories specified in FAR 32.611(a) applies.)</p> <p>52.232-39 Unenforceability of Unauthorized Obligations</p> <p>52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Applicable for small business subcontractors.)</p> <p>52.233-3 Protest After Award</p> <p>52.234-1 Industrial Resources Developed Under Title III, Defense Production Act</p> <p>52.237-2 Protection of Government Buildings, Equipment, and Vegetation (applicable when performance is on a USG installation)</p> <p>52.239-1 Privacy or Security Safeguards (applicable to contracts for information technology which require security of information technology, and/or are for the design, development, or operation of a system of records using commercial information technology services or support services.)</p> <p>52.242-15 Stop-Work Order</p> <p>52.243-6 Change Order Accounting (applicable to contracts for supply and research and development contracts of significant technical complexity)</p> <p>52.244-6 Subcontracts for Commercial Products and Commercial Services</p> <p>52.245-1 Government Property (Alternates 1 and 2 apply. Applicable if Government property is furnished in the performance of this</p>	<p>Contract. Substitute "Buyer" for "Government" or "United States" as applicable throughout this clause, except in the phrases "Government property," "Government-furnished property," and in references to title to property. Substitute "Procurement Representative" for "Contracting Officer," "Administrative Contracting Officer," and "ACO" throughout this clause. The following is added as paragraph (n): Seller shall provide to Buyer immediate notice of any disapproval, withdrawal of approval, or non-acceptance by the Government of its property control system.)</p> <p>52.246-26 Reporting Nonconforming Items (applicable when FAR 52.246-11 Higher-Level Contract Quality Requirement is included in the contract)</p> <p>52.247-63 Preference for U.S.-Flag Air Carriers (Applicable if this Order involves international air transportation.)</p> <p>52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels</p> <p>B. ALL ORDERS EQUAL TO OR GREATER THAN \$10,000</p> <p>52.222-40 Notification of Employee Rights Under the National Labor Relations Act</p> <p>Section 503 of Rehabilitation Act Equal Employment Opportunity (EEO) Clause – This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.</p> <p>C. ALL ORDERS EQUAL TO OR GREATER THAN \$15,000</p> <p>52.222-36 Equal Opportunity for Workers with Disabilities</p> <p>D. ALL ORDERS EQUAL TO OR GREATER THAN \$30,000</p> <p>52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Applicable if Seller meet the criteria in subparagraph (d)(3) and not exempt under subparagraph (g). Seller shall provide Buyer's Authorized Procurement Representative the information required under this clause Buyer advises Seller that the required information will be made available to the public as required by this clause.)</p> <p>E. ALL ORDERS EQUAL TO OR GREATER THAN \$35,000</p> <p>52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Applicable if not a subcontract for commercial products or commercial services.)</p> <p>F. ALL ORDERS EQUAL TO OR GREATER THAN \$100,000</p> <p>VEVRAA Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA) Equal Employment Opportunity (EEO) Clause – This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5 (a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.</p> <p>G. ALL ORDERS EQUAL TO OR GREATER THAN \$150,000</p> <p>52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions</p> <p>52.203-12 Limitation on Payments to Influence Certain Federal Transactions</p> <p>52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation (Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this FAR clause.)</p> <p>52.222-35 Equal Opportunity for Veterans</p> <p>52.222-37 Employment Reports on Veterans</p> <p>H. ALL ORDERS EQUAL TO OR GREATER THAN \$350,000</p> <p>52.202-1 Definitions</p> <p>52.203-3 Gratuities (Except Orders for personal services and those between military departments or defense agencies and foreign governments that do not obligate any funds appropriated to the Department of Defense.)</p> <p>52.203-5 Covenant Against Contingent Fees (Except Orders for</p>
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	commercial products or commercial services (see FAR Parts 2 and 12).)		Than Certified Cost or Pricing Data
52.203-6	Restrictions on Subcontractor Sales to the Government	52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications
52.203-7	Anti-Kickback Procedures (Delete paragraph (c)(1). In (c)(2), a copy of such reports must also be provided to Buyer. Buyer will have the right to withhold from Seller, the amount, if any, that the Contracting Officer directs Buyer to withhold from Seller or any amounts the Government withholds from Buyer as a result of Seller's violation of this clause.)	52.215-23	Limitations on Pass-Through Charges
		52.230-2	Cost Accounting Standards (Clause excluding paragraph (b).)
		52.230-3	Disclosure and Consistency of Cost Accounting Practices (Applicable if this Contract value is more than \$750,000 but less than \$50 million and the Seller is eligible for and elects to use modified CAS Coverage in accordance with FAR 30.201-4(b)(1).)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Applicable if Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this Order.) (Applicable for other than commercial products or commercial services.)	52.230-6	Administration of Cost Accounting Standards (Applicable for subcontracts containing the clause or substance of the clause at FAR 52.230-4 or FAR 52.230-5)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Applicable for other than commercial products or commercial service.)		
52.203-16	Preventing Personal Conflicts of Interest (Applicable if Seller will perform acquisition functions closely associated with inherently governmental functions)	L. ALL ORDERS EQUAL TO OR GREATER THAN \$2,000,000	
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	52.215-10	Price Reduction for Defective Certified Cost or Pricing Data (Clause shall not only retain the original meaning of those terms as written in the FAR but shall also mean Buyer.)
52.215-2	Audit and Records – Negotiation (Clause shall not only retain the original meaning of those terms as written in FAR, but shall also mean Buyer.)	52.215-11	Price Reduction for Defective Certified Cost or Pricing Data – Modifications (Clause shall not only retain the original meaning of those terms as written in the FAR but shall also mean Buyer.)
52.215-14	Integrity of Unit Prices (Excluding paragraph (b).)	52.215-12	Subcontractor Certified Cost or Pricing Data
52.225-8	Duty-Free Entry	52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications (Applicable if Order is not otherwise exempt under FAR 15.403.)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Applicable If the prime contract contains FAR 52.227-1.)	52.215-15	Pension Adjustments and Asset Reversions (Applicable if Order meets the applicability requirements of FAR 15.408(g).)
52.228-5	Insurance -- Work on a Government Installation	52.215-16	Facilities Capital Cost of Money (Applicable if Order is subject to the Cost Principles at FAR Subpart 31.2 and Seller proposed facilities capital cost of money in its offer.)
52.242-13	Bankruptcy (Within the clause, replace "government" with "Buyer".)	52.215-17	Waiver of Facilities Capital Cost of Money (Applicable if Order is subject to the Cost Principles at FAR Subpart 31.2 and Seller did not propose facilities capital cost of money in its offer.)
52.244-2	Subcontracts	52.215-18	Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) Other Than Pensions (Applicable if this Order/Contract meets the applicability requirements of FAR 15.408(j).)
52.248-1	Value Engineering	52.215-19	Notification of Ownership Changes (Applicable if Order meets the applicability requirements of FAR 15.408(k).)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (Applicable for fixed price type Orders. In paragraph (c), change "120 days" to "45 days"; in paragraph (d) "15 days" is changed to "30 days", and "45 days" is changed to "60 days"; in paragraph (e) change "1 year" to "60 days"; paragraph (j) is deleted; in paragraph (l) change "90 days" to "45 days".)	52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data
		52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications
I. ALL ORDERS EQUAL TO OR GREATER THAN \$700,000		52.215-23	Limitations on Pass-Through Charges
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan (Applicable for all Solicitations which may be performed outside the United States and is not entirely for commercially available off-the-shelf items.)	52.230-2	Cost Accounting Standards (Clause excluding paragraph (b).)
		52.230-3	Disclosure and Consistency of Cost Accounting Practices (Applicable if this Contract value is more than \$2,000,000 but less than \$50 million and the Seller is eligible for and elects to use modified CAS Coverage in accordance with FAR 30.201-4(b)(1).)
		52.230-6	Administration of Cost Accounting Standards (Applicable for subcontracts containing the clause or substance of the clause at FAR 52.230-4 or FAR 52.230-5)
J. ALL ORDERS EQUAL TO OR GREATER THAN \$750,000		M. ALL ORDERS EQUAL TO OR GREATER THAN \$6,000,000	
52.219-9	Small Business Subcontracting Plan (Applicable when Seller is not a small business.)	52.203-13	Contractor Code of Business Ethics and Conduct (Applicable if the Orders period of performance is more than 120 days.)
52.219-16	Liquidated Damages -- Subcontracting Plan (Applicable when Seller is not a small business.)	52.203-14	Display of Hotline Poster(s) (Applicable except if the Order is for the acquisition of a commercial product or commercial service or is performed entirely outside the United States.)
K. ALL ORDERS EQUAL TO OR GREATER THAN \$750,000			
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data (Clause shall not only retain the original meaning of those terms as written in FAR, but shall also mean Buyer.)	N. ALL ORDERS EQUAL TO OR GREATER THAN \$10,000,000	
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data – Modifications (Clause shall not only retain the original meaning of those terms as written in FAR, but shall also mean Buyer.)	52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation
52.215-12	Subcontractor Certified Cost or Pricing Data	O. ALL DPAS RATED ORDERS	
52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications (Applicable if Order is not otherwise exempt under FAR 15.403.)	52.211-15	Defense Priority and Allocation Requirements (Applicable if a priority rating is noted within this Order.)
52.215-15	Pension Adjustments and Asset Reversions (Applicable if Order meets the applicability requirements of FAR 15.408(g).)		
52.215-16	Facilities Capital Cost of Money (Applicable if Order is subject to the Cost Principles at FAR Subpart 31.2 and Seller proposed facilities capital cost of money in its offer.)	II. In addition to those Supplemental Terms and Conditions for Fixed Price Orders set forth above, the following additional FAR Clauses apply to Fixed Price Orders.	
52.215-17	Waiver of Facilities Capital Cost of Money (Applicable if Order is subject to the Cost Principles at FAR Subpart 31.2 and Seller did not propose facilities capital cost of money in its offer.)	52.227-9	Refund of Royalties (Applicable for all fixed price Orders when reported royalty exceeds \$250.)
52.215-18	Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) Other Than Pensions (Applicable if this Order/Contract meets the applicability requirements of FAR 15.408(j).)	52.242-1	Notice of Intent to Disallow Costs (Applicable if Order is cost reimbursable, fixed-price incentive or contract with price redetermination.)
52.215-19	Notification of Ownership Changes (Applicable if Order meets the applicability requirements of FAR 15.408(k).)	52.243-1	Changes -- Fixed-Price (Applicable for all fixed price Orders, except within paragraph (c) change "30 days" to "20 days", and within paragraph (e) delete the first sentence.)
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other		

52.246-2	Inspection of Supplies -- Fixed-Price (Applicable for fixed price type Orders.)	252.223-7001	Hazard Warning Labels
52.246-4	Inspection of Services -- Fixed-Price (Applicable for fixed price type Orders.)	252.223-7002	Safety Precautions for Ammunition and Explosives (Applicable for all Orders that involve ammunition or explosives.)
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form) (Applicable for fixed price type Orders less than \$250,000)	252.223-7003	Change in Place of Performance--Ammunition and Explosives (Applicable for all Orders that involve ammunition or explosives.)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (Applicable for fixed price type Orders equal to or greater than \$250,000. In paragraph (c), change "120 days" to "45 days"; in paragraph (d) "15 days" is changed to "30 days", and "45 days" is changed to "60 days"; in paragraph (e) change "1 year" to "60 days"; paragraph (j) is deleted; in paragraph (l) change "90 days" to "45 days".)	252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials – Basic
52.249-4	Termination for Convenience of the Government (Services) (Short Form) (Applicable for fixed price type services Orders.)	252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials – Alternate I (Applicable When the Secretary of the Military Department issues a determination under the exception at DFARS 223.7104(a)(10))
		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 – Basic
		252.225-7002	Qualifying Country Sources As Subcontractors (applicable when the basic or one of the alternates of the following clauses is included in the contract: 252.225-7001, Buy American and Balance of Payments Program, 252.225-7021, Trade Agreements, 252.225-7036, Buy American - Free Trade Agreements - Balance of Payments Program
III. In addition to those clauses set forth above, the following additional FAR Clauses apply to Cost-Reimbursable, Time-and-Materials and/or Labor-Hour Orders.		252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (Applicable for all Orders if Seller is supplying items on the U.S. Munitions List.)
52.216-7	Allowable Cost and Payment (Applicable if Order is cost reimbursable or time and materials type.)	252.225-7008	Restriction on Acquisition of Specialty Metals (Applicable if Seller is supplying items which contain specialty metals.)
52.216-8	Fixed Fee (Applicable if Seller is entitled to receive a fixed fee under the Order.)	252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (Paragraph (d) is deleted)
52.216-10	Incentive Fee (Applicable if Seller is entitled to receive an incentive fee under the Order.)	252.225-7010	Commercial Derivative Military Article – Specialty Metals Compliance Certificate (Applicable if DFAR 252.225-7009 is applicable and commercial derivative military Articles will be delivered under this Contract.)
52.232-7	Payments Under Time-and-Materials and Labor-Hour Contracts (Applicable for time-and-materials and labor-hours Orders only.)	252.225-7013	Duty-Free Entry
52.232-20	Limitation of Cost (Applicable for cost reimbursable type Orders.)	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings
52.232-22	Limitation of Funds (Applicable for incrementally funded, cost reimbursable type Orders.)	252.225-7019	Restriction on Acquisition of Foreign Anchor and Mooring Chain
52.242-1	Notice of Intent to Disallow Costs (Applicable if Order is cost reimbursable, fixed-price incentive or contract with price redetermination.)	252.225-7021	Trade Agreements – Basic (Applicable if the Order contains other than U.S.-made, qualifying country, or designated country end products. Applicable in lieu of FAR 52.225-5.)
52.243-2	Changes -- Cost-Reimbursement (Applicable for all cost reimbursable Orders except, within paragraph (c) change "30 days" to "20 days", and within paragraph (d) delete the first sentence.)	252.225-7025	Restriction on Acquisition of Forgings
52.246-3	Inspection of Supplies -- Cost-Reimbursement (Applicable for cost reimbursement type Orders.)	252.225-7028	Exclusionary Policies and Practices of Foreign Governments
52.246-5	Inspection of Services -- Cost-Reimbursement (Applicable for cost reimbursement type Orders.)	252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate
52.249-6	Termination (Cost-Reimbursement) (Applicable for cost reimbursement type Orders. Also in paragraph (d) change "120 days" to "45 days"; in paragraph (e) "15 days" is changed to "30 days", and "45 days" is changed to "60 days"; in paragraph (f) change "1 year" to "60 days"; and paragraph (j) is deleted)	252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States (Applicable in lieu of FAR 52.225-19.)
		252.225-7043	Antiterrorism/Force Protection for Defense Contractors Outside the United States
		252.225-7048	Export-Controlled Items
		252.225-7055	Representation Regarding Business Operations with the Maduro Regime.
		252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.
		252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region--Representation.
IV. DFARS (48 CFR Chapter 2) Clauses Incorporated by Reference (Specific applicability stated within parentheses.)		252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.
A. GENERAL – FOR ALL APPLICABLE ORDERS		252.227-7000	Non-Estoppel
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	252.227-7013	Rights in Technical Data – Noncommercial Items
252.204-7000	Disclosure of Information	252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.204-7004	Anti-Terrorism Awareness Training for Contractors (applicable when subcontract requires routine physical access to a Federally-controlled facility or military installation)	252.227-7015	Technical Data – Commercial Products and Commercial Services
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (Applicable for all Orders for services that include support for the U.S. Government's activities related to safeguarding covered defense information and cyber incident reporting.)	252.227-7016	Rights in Bid or Proposal Information
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (Applicable for all Orders if covered defense information is resident or transiting on or through Seller's information systems. In paragraph (c)(1)(ii), add "and to Textron Systems' Procurement Representative" to the end of the sentence.)	252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	252.227-7018	Rights in Noncommercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program
252.204-7021	Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements	252.227-7019	Validation of Asserted Restrictions – Computer Software
252.204-7025	Notice of Cybersecurity Maturity Model Certification Level Requirements	252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (Applicable for Orders when DFARS 252.227-7013 or DFARS 252.227-7014 are used and/or referenced within the prime contract.)
252.204-7019	Notice of NIST SP 800-171 DOD Assessment Requirements	252.227-7026	Deferred Delivery of Technical Data or Computer Software
252.204-7020	NIST SP 800-171 DOD Assessment Requirements	252.227-7027	Deferred Ordering of Technical Data or Computer Software
252.211-7003	Item Unique Identification and Valuation	252.227-7028	Technical Data or Computer Software Previously Delivered to the Government
252.222-7000	Restrictions on Employment of Personnel	252.227-7030	Technical Data – Withholding of Payment (Applicable for Orders when DFARS 252.227-7013 or DFARS 252.227-7018 is used and/or referenced within the prime contract.)
		252.227-7032	Rights in Technical Data and Computer Software (Foreign) (Applicable for all Orders with foreign contractors to be performed overseas, except Canada.)
		252.227-7033	Rights in Shop Drawings
		252.227-7037	Validation of Restrictive Markings on Technical Data (Applicable

for all Orders when DFARS 252.227-7013, DFARS 252-227-7014 or DFARS 252.227-7015 are used and/or referenced within the prime contract.)

Enterprises, and Native Hawaiian Small Business Concerns

- 252.227-7038 Patent Rights – Ownership by the Contractor (Large Business) (Applicable for all Orders for experimental, developmental, or research work or construction that includes experimental, development or research work to be performed by a large business for a Defense agency.)
- 252.227-7039 Patents – Reporting of Subject Inventions
- 252.228-7001 Ground and Flight Risk
- 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
- 252.229-7011 Reporting of Foreign Taxes – U.S. Assistance Programs (Applicable for all Orders if Contract is funded with U.S. assistance appropriations provided in the annual foreign operations appropriations act.)
- 252.235-7003 Frequency Authorization – Basic
- 252.237-7023 Continuation of Essential Contractor Services (applicable for services that are in support of mission-essential functions)
- 252.239-7010 Cloud Computing Services (Applicable for all Orders if Seller expects to use, involve, or may involve, cloud services)
- 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services (Applicable if this Order requires securing telecommunications.)
- 252.239-7018 Supply Chain Risk (Applicable when Order includes products or services involving "information technology" as defined by clause.)
- 252.243-7001 Pricing of Contract Modifications
- 252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts)
- 252.246-7001 Warranty of Data – Basic (Applicable for all Orders. Additional liability provisions at paragraph (d)(3) are applicable only if the Alternate I or II version of this clause is included in the prime contract.)
- 252.246-7003 Notification of Potential Safety Issues
- 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (Applicable for all subcontracts for electronic parts or assemblies containing electronic parts)
- 252.246-7008 Sources of Electronic Parts (Applicable to all Solicitations/Orders including subcontracts for commercial products that are for electronic parts or assemblies containing electronic parts, unless the subcontractor is the original manufacturer.)
- 252.247-7003 Contractor Property Management System Administration (applicable when clause 52.245-1 applies)
- 252.247-7023 Transportation of Supplies by Sea – Basic
- 252.247-7024 Notification of Transportation of Supplies by Sea

B. ALL ORDERS EQUAL TO OR GREATER THAN \$35,000

- 252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism

C. ALL ORDERS EQUAL TO OR GREATER THAN \$150,000

- 252.249-7002 Notification of Anticipated Contract Termination or Reduction (Applicable to all Orders of \$700,000 or more when Seller is first-tier subcontractor or Orders on of \$150,000 or more when Seller is lower-tier subcontractor.)

D. ALL ORDERS EQUAL TO OR GREATER THAN \$350,000

- 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Within the clause, delete paragraph (g).)
- 252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material (Applicable unless it has been determined items being acquired do not contain precious metals in their manufacture.)
- 252.225-7012 Preference for Certain Domestic Commodities
- 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (applicable for contracts that require delivery of hand or measuring tools.)
- 252.225-7052 Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten
- 252.226-7003 Drug-Free Work Force (applicable to contracts that involve (1) access to classified information; or (2) when the contracting officer determines that the clause is necessary for reasons of national security or for the purpose of protecting the health or safety of those using or affecting the product of, or performance of, the contract).

E. ALL ORDERS EQUAL TO OR GREATER THAN \$500,000

- 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic

F. ALL ORDERS EQUAL TO OR GREATER THAN \$750,000

- 252.219-7003 Small Business Subcontracting Plan (DoD Contracts) – Basic
- 252.225-7004 Report of Intended Performance Outside the United States and Canada – Submission after Award

G. ALL ORDERS EQUAL TO OR GREATER THAN \$750,000

- 252.215-7002 Cost Estimating System Requirements
- 252.231-7000 Supplemental Cost Principles

H. ALL ORDERS EQUAL TO OR GREATER THAN \$1,000,000

- 252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements
- 252.225-7033 Waiver of United Kingdom Levies (Applicable if Order is with UK Sellers.)

I. ALL ORDERS EQUAL TO OR GREATER THAN \$2,000,000

- 252.215-7002 Cost Estimating System Requirements
- 252.231-7000 Supplemental Cost Principles

J. ALL ORDERS EQUAL TO OR GREATER THAN \$5,500,000

- 252.203-7004 Display of Fraud Hotline Poster(s)

K. ALL ORDERS EQUAL TO OR GREATER THAN \$20,000,000

- 252.234-7002 Earned Value Management System (applicable to cost or incentive contracts)

L. ALL ORDERS EQUAL TO OR GREATER THAN \$50,000,000

- 252.234-7004 Cost and Software Data Reporting System

The Federal Acquisition Regulation (FAR), Defense FAR Supplement (DFARS), and Federal and Defense Acquisition Supplements are available on the Electronic Code of Federal Regulations website: www.ecfr.gov.