

1. DEFINITIONS.

- A. "Buyer" means Constellis.
- B. "Constellis" means Constellis, LLC and its affiliates, including, but not limited to, Triple Canopy, Inc., International Development Solutions LLC, and ACADEMI Training Center, LLC.
- C. "Contract" means a mutually binding legal relationship obligating the Seller to furnish supplies or services (including construction) and the Buyer to pay for them. It includes but is not limited to all types of written commitments that obligate Constellis to an expenditure of funds.
- D. "DFAR" or "DFARS" means the current Department of Defense FAR Supplement in its entirety.
- E. "FAR" means the current Federal Acquisition Regulation in its entirety.
- F. "Order" includes but is not limited to any authorized legal Purchase Order, Change-order, Contract, Subcontract, Modification, Addenda and any related attachments thereto, issued by the Buyer, to the Seller for the purchase of Product(s) as defined herein.
- G. "Prime Contract" means a contract or contractual action entered into between the United States and Buyer for the purpose of obtaining supplies, materials, equipment, or services of any kind.
- H. "Product" includes, but is not limited to, all articles, supplies, materials, equipment, labor, supervision, tools, demolition, facilities, services, packaging, containers, documentation, and literature necessary for and incidental to the complete provision of any item and/or the complete performance of any work, specified in an Order.
- I. "Seller" means the party identified on the face of this Order with whom Constellis is contracting for Product(s) and includes but is not limited to vendors and subcontractors and their subsidiaries, affiliates, subcontractors, agents, representatives, employees, officers and/or directors.
- J. "Subcontract" means any contract entered into by Seller and Buyer to furnish Product(s). It includes but is not limited to purchase orders and changes and modifications to purchase orders.
- K. "Subcontractor" means any supplier, distributor, vendor, individual or firm that furnishes Product(s) to or for a prime contractor or another subcontractor.
- L. "Work" means all Product(s) necessary for and incidental to complete fulfillment of an Order as specified.
- M. "Constellis Procurement Representative" means an individual designated and authorized by Constellis' recognized procurement organization to administer and/or execute a Subcontract or Order.

- 2. **ACCEPTANCE.** This Order integrates, merges and supersedes any prior offers, negotiations and agreements concerning the subject matter hereof and together with Constellis-issued exhibits, attachments, and terms and conditions, constitutes the entire agreement between the parties. Any different, alternate and/or additional terms and conditions which may be contained in any document furnished by Seller in accepting this Order are hereby objected to and rejected by Constellis and shall have no force and effect unless otherwise expressly agreed to in writing by Constellis. It is expressly understood and agreed that nothing in the Order is intended to or shall be construed to require Constellis to purchase solely or exclusively any product from Seller, including the Product(s) described on this or any Order. Seller's acknowledgement, acceptance of payment or commencement of performance, shall constitute Seller's unqualified acceptance of this Order. Acceptance of Order signifies Seller acknowledgement and acceptance of all applicable FAR and DFARS requirements.
- 3. **COMMUNICATION.** Constellis shall be solely responsible for all liaison and coordination with Constellis customer(s), including the U. S. Government, as it affects any applicable prime contract, this Order, and/or any related contract. Only the Constellis Procurement Representative has authority to make changes or amendments to this Order. Changes and amendments must be in writing. Constellis engineering and technical personnel may from time to time render assistance or give technical advice or discuss or affect an exchange of information with Seller's personnel concerning the Product(s) hereunder. No such action shall be deemed to be a change under the "Changes" clause of this Order and shall not be the basis for equitable adjustment.
- 4. **PERFORMANCE.** It is expressly understood that all applicable drawings, Statements of Work, and specifications constitute performance specifications. It shall be the sole responsibility of the Seller to complete the work described in the Order in full accord with all applicable codes and any requirements over the work, and in such a manner as to provide complete, adequate and operational finished product(s), free of defect and suitable for their intended purpose.
- 5. **RESPONSIVENESS.** Where Prime Contract clauses, terms, or conditions are flowed-down to lower tier subcontractors, in the event that a prime contract clause or other requirement stipulates a time period or deadline for submittal of documents or a response to the Government, Seller and any lower tier subcontractor(s) shall be allowed no more than sixty percent (60%) of the total time allowed Constellis for submission of required documents or response, to submit all required documents or responses to Constellis.
- 6. **PAYMENT.** Standard Terms: Unless otherwise stated in this Order, standard payment terms shall be sixty (60) days from the later of receipt of a correct invoice from Seller, or the date of delivery of acceptable Product(s). All payments shall be made in U.S. Dollars. Constellis neither guarantees nor is responsible for any liabilities incurred by any Third Party Designees under this Order. Constellis shall have a right of setoff against payments due or at issue under this Order or any other Order between the parties. Each payment

shall be subject to reduction to the extent of amounts which are found by Constellis or Seller not to have been properly payable, and shall also be subject to reduction for overpayments. Seller shall promptly notify Constellis of any such overpayments found by Seller. Payment shall be deemed to have been made as of the date of mailing Constellis' payment or electronic funds transfer. Unless otherwise specified, prices include all applicable federal, state, and local taxes, duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately on the invoice. Payment(s) Specific to Prime Contracts: All other terms and conditions notwithstanding, Orders referencing a Prime Contract and/or the terms and conditions thereof shall by said reference incorporate the applicable prime contract payment schedule(s) thereof, including all applicable payment terms and conditions, under which all invoices shall be due and payable within thirty (30) days of the receipt of payment under the Prime Contract for the invoiced product(s), unless otherwise specifically agreed to by Constellis in writing. Payment Specific to Motor Vehicle and/or Equipment Manufacturers: Where applicable and specific to Motor Vehicle and Equipment Manufacturers, the payment obligations of Constellis shall be incurred only upon acceptance by the U.S. Government or state, provincial, local or foreign government of the completed vehicle or equipment with the manufacturer-provided materials and/or services. Acceptance by the U.S. Government (or state, provincial, local or foreign government) will be demonstrated by the receipt by Constellis of a Form DD250 from the U.S. Government (or equivalent form from such other government unit) to pay the manufacturers for materials and/or services provided with respect to such vehicles. Prompt Payment: Offers of prompt payment discounts shall be considered and computed in accord with FAR 52.232-8. Electronic Purchases: Procurements under U.S Government prime contracts shall conform to the requirements and policies of FAR 13.003 (Simplified Acquisition Procedures).

7. **PRECEDENCE.** Any inconsistencies or conflicts, if any, among the provisions of the Order shall be resolved in accord with the following descending order of precedence: (i) face of the Order and all applicable attachments including the Statement(s) of Work and Prime Contract Flowdown Documents; (ii) these Terms and Conditions; (iii) other specifications or documents incorporated by reference.
8. **CHANGES.** Constellis reserves the right at any time without notice to sureties or assignees, if any, to make changes or modifications to the general scope of the Order, including but not limited to, quantity, drawings, specifications, and delivery schedules pertaining to any Product(s) covered by the Order. Constellis will issue such change(s) in writing ("Change Order"). Any increase or decrease in quantities, price, or performance period resulting from such changes shall be equitably adjusted, and the Order shall be modified in writing accordingly. Seller must assert its right to an adjustment under this provision in writing, delivered to Constellis' Procurement Representative within fifteen (15) days from Seller's receipt of the written Change Order. If Seller's request includes the cost of property or materials made obsolete or excess by the change(s) Constellis shall have the right to prescribe the manner of disposition of the property. Failure to agree on any adjustment shall be deemed a dispute under this Order, and shall be resolved in accordance with the Disputes provisions of the Order. Nothing in this provision shall excuse Seller from continuing performance as changed without delay. When costs are a factor in any determination of a contract price adjustment pursuant to the "Changes" clauses or any other provision of this Order, such costs shall be determined in accordance with Part 31 of the FAR and Part 231 of the DFARS, including DFARS 252.215-7000, Pricing of Adjustments.
9. **SHIPMENT.** Unless otherwise specified, all Products are to be packed in accordance with good commercial practice. A complete packing list shall be enclosed with all shipments. Seller shall mark containers or packages with necessary lifting, loading and shipping information, including the Constellis Order number, item number, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include the Order number. Unless otherwise specified, delivery shall be FOB / Destination. Shipments of Product(s) must equal exact quantity ordered, unless otherwise agreed to in writing. Product(s) shall not be supplied in excess of quantities specified in the Order. Seller shall be liable for handling charges and return shipment costs for any excess quantities. The Product(s) to be delivered hereunder shall consist of new materials, as defined in FAR 52.211-5, not used or reconditioned or remanufactured or of such age as to impair its usefulness or safety. Shipping schedules may contain authorization to Seller to fabricate, within a time specified, quantities of Products under this Order, the delivery of which has not been specified. It may also contain authorization to Seller to acquire, within a specified period of time, materials necessary to fabricate a quantity of the Products under this Order.
10. **STOP WORK ORDER.** Constellis may at any time and by written order to Seller require the Seller to stop all, or any part of, the work being performed hereunder for a period not to exceed ninety (90) days, or for such period as Constellis and its customer may agree under a contract ("Stop Work Order"). Upon receipt of the Stop Work Order Seller will immediately comply with the terms of the Stop Work Order and will take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order. Within the ninety-day period (or such other period as agreed to between Constellis and its customer) Constellis will either (i) cancel the Stop Work Order; or (ii) terminate the work covered as provided in the Termination provisions of the contract. If the Stop Work Order is canceled or the ninety day period expires, the Seller shall resume work and an equitable adjustment as to cost and/or schedule shall be made in accordance with the Changes provision.
11. **PRICING AND INVOICE DISPUTES.** All pricing and invoice disputes with Constellis must be identified by Seller in writing to Constellis within ninety (90) days of the date of Constellis' receipt of Seller's shipment, or performance of the work. On disputes that have not been identified to Constellis by Seller in writing within this time, Seller agrees to accept whatever payment deemed appropriate by Constellis.

Until final resolution of any dispute hereunder, Seller shall diligently proceed with performance of the Order as directed by Constellis. All properly identified controversies or claims arising out of or relating to the Order, or the breach thereof, which are not disposed of by mutual agreement, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

12. **EQUIPMENT MAINTENANCE & OWNERSHIP.** Unless otherwise agreed to in writing, Seller shall furnish at its own expense, keep in good condition, and replace when necessary, all dies, tools, gauges, fixtures and patterns necessary for the production of the Products ordered. Should any such equipment, items, or other materials, including without limitation, documents, drawings, models, sketches, designs, software, computer tapes and disks, and lists be furnished to Seller by Constellis or by the U.S. Government, same shall remain the property of Constellis or U.S. Government as the case may be and shall be returned promptly upon completion of the assigned project, or at any time upon written request of Constellis or the U.S. Government. Seller agrees not to make copies of, or reverse engineer, any materials without Constellis' or U.S. Government's express written permission and to return any copies authorized with the original materials. Seller assumes all liability for any loss, damage, or shortage and/or for Seller's failure to return such property to Constellis upon request. Seller shall promptly notify Constellis of any such loss, damage, or shortage in writing.
13. **INSPECTION AND ACCEPTANCE.** Constellis and its customer, including but not limited to the U.S. Government, may inspect all work at reasonable times and places, including during manufacture, at the source and before shipment pursuant to the provisions of FAR 52.246. Seller shall provide all information, facilities, and assistance necessary for safe and convenient inspection without additional charge. No such inspection shall relieve Seller of its obligations to furnish all Work in accordance with the requirements of this Order. Constellis' final inspection and acceptance shall be at destination. If Seller delivers non-conforming Work, Constellis may at its sole option: (i) accept all or part of such Work at an equitable price reduction; (ii) reject such Work; or (iii) make, or have a third party make, all repairs, modifications, or replacements necessary to enable such Work to comply in all respects with Order requirements and charge the cost incurred to Seller. Seller shall not re-tender rejected Work without disclosing the corrective action taken.
14. **WAIVERS, APPROVALS, AND REMEDIES.** Failure by Constellis to enforce any of the provisions of this Order shall not be construed as a waiver of the requirements of such provisions, or as a waiver of the right of Constellis thereafter to enforce each such provision. Constellis' approval of documents shall not relieve Seller of its obligation to comply with the requirements of this Order. The rights and remedies of Constellis in this Order are cumulative and in addition to any other rights and remedies provided by law or in equity.
15. **SUPPLY FAILURE.** In the event of a partial failure of Seller's sources of supply for the Products purchased, Seller will first meet all of Constellis' requirements hereunder prior to any allocation among customers under Section 2-615 of the Uniform Commercial Code.
16. **TIMELY PERFORMANCE.** Seller's timely performance is a critical element of this Order. Unless advance shipment has been authorized in writing by Constellis, Constellis may, at its sole option, store at Seller's expense, or return, shipping charges collect, all Products received more than five (5) days in advance of the scheduled delivery date. If Seller becomes aware of difficulty in fulfilling the Order, Seller shall timely notify Constellis, in writing, providing all pertinent details. This notification shall not change any delivery schedule or due date. In the event of a termination for convenience or change, no claim will be allowed for any manufacture or procurement in advance of Seller's normal flow time unless there has been prior written consent by Constellis. If Constellis determines that Seller's deliveries are sufficiently behind schedule that Constellis requires express shipments, the Seller will pay the express shipping charges. If Constellis determines that Seller's deliveries are sufficiently behind schedule that Constellis is compelled to use material or products other than specified or at a higher cost, then Seller will pay all additional costs, expenses, losses, or damages sustained by Constellis. The provisions of this paragraph are not intended to limit any other rights and remedies available to Constellis.
17. **DEFAULT.** Constellis, by written notice, may terminate this Order for default, in whole or in part, if Seller: (a) fails to comply with any of the terms of this Order; (b) fails to make progress so as to endanger performance of this Order; or (c) fails to provide adequate assurance of future performance. Seller shall have ten (10) days (or such longer period as Constellis may authorize in writing) to cure any such failure after receipt of notice from Constellis. Default involving delivery schedule delays shall not be subject to the cure provision. Seller shall be compensated only for Work actually delivered and accepted where applicable. Constellis, at its sole option, may require Seller to deliver to Constellis any supplies, materials, manufacturing materials, and manufacturing drawings that Seller has specifically produced or acquired for the terminated portion of this Order. Constellis and Seller shall agree on the amount of payment for these other deliverables. Seller shall continue all Work not terminated. If after termination under (a) above, it is determined that Seller was not in default, such termination shall be deemed a Termination for Convenience.
18. **ELECTRONIC CONTRACTING.** The parties agree that if this Order is transmitted electronically neither party shall contest the validity of this Order, or any acknowledgement thereof, on the basis that this Order or Acknowledgement contains an electronic signature.
19. **INTELLECTUAL PROPERTY.** 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. Seller agrees to defend, indemnify, and hold harmless Constellis and its customers from and against any claims, damages, losses, costs, and expenses, including

reasonable attorneys' fees, 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. All data, copyrights, reports, and works of authorship developed in performance of this Order shall be the sole property of Constellis and shall be used by Seller solely in work for Constellis. To the extent that any of the deliverable items may not, by operation of law, be works made for hire, Seller hereby assigns to Constellis the ownership of copyright and other intellectual property rights in the deliverable items and Constellis shall have the right to obtain and hold in its own name copyrights, registrations, intellectual property rights and similar protection which may be available in the deliverable items. Seller agrees to give Constellis or its designees all assistance reasonably required to perfect such rights.

20. WARRANTY.

For Services: Seller represents and warrants that all services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures. Further, Seller represents and warrants that the services shall be completed in accordance with applicable specifications and applicable Constellis company policies provided to Seller and shall be correct and appropriate for the purposes contemplated in this Agreement. If the services do not meet the warranties specified in this Agreement, Constellis may at its option require Seller to re-perform the services at Seller's expense, request a refund or credit, or apply a set-off against amounts due to Seller. Seller represents and warrants that the performance of the services under this Agreement will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Seller is bound.

For Goods: Seller warrants that all goods provided will be new and will not be used or refurbished, and shall be free from any claims, liens or encumbrances. Seller warrants that all goods delivered shall be free from defects in materials and workmanship and shall conform to all applicable specifications for a period of twelve (12) months from the date of delivery to Constellis, or for the period provided in Seller's standard warranty covering the goods, whichever is longer. Seller hereby agrees that it will make spare parts available to Constellis for a period of two (2) years from the date of shipment at Seller's then-current price, less applicable discounts. Additionally, goods purchased shall be subject to all written and oral express warranties made by Seller's agents, and to all warranties provided for by law. All warranties shall be construed as conditions as well as warranties and shall not be exclusive. Seller shall furnish to Constellis the Seller's standard warranty and service guaranty applicable to the goods. All warranties and services guarantees shall run to both Constellis and its customers. If Constellis identifies a warranty problem with the goods during the warranty period, Constellis will promptly notify Seller of such problem(s) and will return the goods to Seller, at Seller's expense. Within five (5) business days of receipt of the returned goods or as soon as commercially practicable, Seller shall, at Constellis' option, either repair or replace such goods, or credit Constellis' account for the same. Replacement and repaired goods shall be warranted for the remainder of the warranty period (or any new warranty period provided by Seller) or for six (6) months, whichever is longer.

21. GRATUITIES/KICKBACKS. No gratuities (in the form of entertainment, gifts, or otherwise) or kickbacks shall be offered or given by Seller, to any employee of Constellis for the purpose of obtaining or rewarding favorable treatment as a supplier. By accepting this Order, Seller certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR 52.203-7 or the Anti-Kickback Act of 1986 (41 USC 51-58), both of which are incorporated herein by this specific reference. Seller shall at all times comply with the requirements of FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" (OCT 2010) on all applicable orders over \$150,000 USD.

22. ANTI-CORRUPTION REPRESENTATIONS AND WARRANTIES. (i) Seller is aware of and familiar with the provisions of the U.S. Foreign Corrupt Practices Act ("FCPA"), as amended, and its purposes and any [other] anti-corruption law applicable in a jurisdiction in which Seller may have conducted or will conduct business and has not, directly or indirectly, violated any applicable anti-corruption law. Seller hereby represents and warrants that it and its directors, officers, employees, and any subcontractors, agents, vendors, representatives, or other third parties that it engages in connection with this order, will fully comply with the FCPA and all other applicable anti-corruption laws. Seller hereby represents and warrants that it has not made and will not make, directly or indirectly, any payment, loan or gift (or any offer, promise or authorization of any such payment, loan or gift) to a Government Official under circumstances which would cause the Seller to know or have reason to know that all or any portion of such money or thing of value has been or will be offered to any Government Official for the purpose of inducing the Government Official to do any act or make any decision in his official capacity or use his or its influence with a government or instrumentality thereof in order to affect any act or decision of such government or instrumentality or to assist Constellis or Seller in obtaining or retaining any business or securing any other improper advantage. (ii) For purposes of this Order, a "Government Official" is (a) an officer, employee, or any person acting in an official capacity for or on behalf of a government, including its departments, agencies, instrumentalities, quasi- or partially-government owned or controlled entities, or recently privatized government entities; (b) an officer or employee of an international organization (e.g., World Bank, United Nations); (c) an officer or employee of a political party or any party official, or a candidate for political office; (d) a member of the royal or ruling family of a country; or (e) any individual who is a principal or senior manager of, or who has an immediate family or close personal relationship or business ties with, any of the foregoing individuals or entities. (iii) Seller has not made and will not make, directly or indirectly, any payment, loan or gift (or any offer, promise or authorization of any such payment, loan or gift) to any commercial individual or entity intended to cause the recipient to do something favoring Constellis or Seller or refrain from doing something disadvantaging Constellis or Seller, or otherwise intended to gain Constellis an illicit advantage in a commercial transaction. (iv) Seller will, and will cause its directors, officers, employees, subcontractors, agents, vendors, representatives, or other third parties

that it engages in connection with this Order to, act in full compliance with Constellis' Anti-Corruption Policy and Code of Business Ethics and Conduct. Seller acknowledges receipt of a copy of Constellis' Anti-Corruption Policy, and/or summary of its responsibilities thereunder, and Code of Business Ethics and Conduct. (v) Seller and its directors, officers, employees, subcontractors, agents, vendors, representatives, or other third parties that it engages in connection with this Order will not provide to Government Officials, in connection with or on behalf of Constellis: (a) any facilitation payments; (b) charitable or political contributions, or (c) without first obtaining the express written permission of Constellis, payments of gifts, entertainment, or travel. (vi) At Constellis' discretion, Constellis will provide Seller with Anti-Corruption training which will be completed by Seller within a reasonable time of receipt. (vii) If, during the course of the Order, Seller learns that Seller or any of its directors, officers, employees, subcontractors, agents, vendors, representatives, or other third parties that it engages will become a Government Official or an agent, representative or consultant to a Government Official, Seller will promptly disclose this to Constellis in writing and will ensure that the Order and continued performance thereunder remains in compliance with U.S. and local law. (viii) Neither Seller nor any of its directors, officers, employees, and to its knowledge, none of its subcontractors, agents, vendors, representatives, or other third parties that it engages has a family relationship with any Government Official in the jurisdictions in which it or they will conduct business pursuant to this Order, except as disclosed to, and agreed to in writing, by Constellis. (ix) Seller agrees that, at the request of Constellis, it will certify the continuing accuracy of these Representations and Warranties.

23. **ANTI-CORRUPTION COVENANTS.** (i) Seller will maintain at its principal office accurate books and records supporting the performance of the services provided hereunder, including costs and expenses and any payment made to anyone for any reason on behalf of or for the benefit of Constellis or in connection with the engagement hereunder including the amount, purpose, and recipient of any such payment together with supporting documentation. Such records and accounts shall be available for inspection by Constellis at all reasonable times upon reasonable notice. Said records shall be maintained until at least seven (7) years following the expiration or termination of this Order. (ii) Constellis shall have no obligation to reimburse costs and expenses (if any) incurred by Seller or any third party engaged by Seller in connection with any services provided hereunder, unless such costs and expenses are supported by receipts, etc, and such costs and expenses are permissible pursuant to applicable law. (iii) Payments of any compensation due hereunder shall be made only by either a check made payable to Seller or wire transfer to an account held in the name of Seller in a jurisdiction in which Seller has its principal place of business or Seller's services were provided. (iv) Neither Seller nor any of its directors, officers, employees, subcontractors, agents, vendors, representatives, or other third parties will engage any other person to work in connection with this Order or make any commitments on behalf of Constellis to a government, government owned or controlled entity, or a Government Official without Constellis' prior written approval. Seller shall keep Constellis closely advised of all communications and contacts with Government Officials made on behalf of Constellis in connection with this Order. (v) Seller agrees that it will, at the request of Constellis, and at least annually, certify the continuing accuracy of the Representations and Warranties provision of this Order. Seller further agrees that should it learn of information regarding any possible violation of laws and regulations in connection with the transactions that are the subject of this Order, Seller will immediately advise Constellis of such knowledge or suspicion.
24. **CONFLICTS OF INTEREST.** (i) Seller does not have and will not acquire any financial, business, or other interest, nor will it engage in any activity, that would conflict or appear to conflict in any manner with its timely performance under this Order. (ii) Seller agrees that it will immediately disclose to Constellis any activity or financial, business, or other interest that might conflict or appear to conflict with its timely performance under this Order.
25. **LOCAL LAW, INTERNATIONAL LAW, HUMAN RIGHTS, AND PUBLIC SAFETY.** Seller is aware of and familiar with applicable local laws of the countries where it operates, and applicable international law, international humanitarian law, international human rights law, and customary international law. In accordance with the objectives of those laws and principles, Seller is committed to human rights and public safety as its first priority, and Seller protects and respects, and has not acted or failed to act in any way that would undermine, the safety, security, human rights, and fundamental freedoms of any of its internal or external stakeholders. To the extent that Seller provides security services pursuant to this Order, Seller will do so consistent with the principles underlying the ANSI/ASIS PSC.1-2012 Management System for Quality of Private Security Company Operations, the International Code of Conduct for Private Security Service Providers, and the Montreux Document on Pertinent International Legal Obligations and Good Practices for States Related to Operations of Private Military and Security Companies During Armed Conflict.
26. **ACCESS TO PREMISES.** Constellis shall have access to Seller's premises and records prior or subsequent to payment to verify any disputed charges. Seller agrees to make available to Constellis all records relating to the performance of this order should Constellis require such information as elsewhere herein provided or for purposes of resolving any dispute or claim pressed upon Constellis within a period of three (3) years after final payment under this order. Seller further agrees that if this order was awarded in connection with a Government contract exceeding \$10,000, the Government Contracting Officer and the Comptroller General of the United States or any of their duly authorized representatives shall have access to and right to examine records of Seller in accordance with the Examination of Records clause 52.215-1 as set forth in the Federal Acquisition Regulation in effect on the date of this order. Seller agrees to incorporate the provisions of this clause in all lower-tier subcontracts pertaining to this order. *FAR 52.215-2 Audit and Records – Negotiation for contracts exceeding the Simplified Acquisition Threshold*

27. **QUALITY.** Unless specifically exempted in writing by Constellis, Seller is required to be registered as, compliant with, or working towards ISO Certification or an acceptable alternative Quality Management System. If currently registered, Seller must maintain certification with an accredited registrar and must furnish copies of registration certificates to Constellis annually or upon request. If Seller is ISO compliant but not certified by a recognized third-party registrar, Seller agrees to provide evidence of such compliance to Constellis. If Seller is working towards quality registration, then Seller must provide upon request evidence of such efforts and upon receipt of registration certification, notify Constellis and furnish copies of registration certificates.
28. **DIVERSITY.** Seller agrees to utilize "Small Business Concerns, Small Disadvantaged-Owned Business Concerns, Minority-Owned Business Concerns, Women-Owned Business Concerns, Service-Disabled-Owned Veteran Business Concerns, and HUB zone-Located Business Concerns" as required by Federal Law (FAR Part 19). Seller will use all reasonable efforts to achieve any diversity-related goal provided to Seller which is applicable to the goals set forth in any prime contract(s) under which this Order and/or Sub contract is issued. Seller also agrees to report to Constellis all-diversity related goal accomplishments on a quarterly basis in such format as requested. For the purpose of satisfying the aforementioned goals it is acknowledged that (i) diversity goals apply only to those goods and services purchased by Seller in the United States; and (ii) purchases of goods and services may be entitled to credit toward more than one diversity-related goal depending upon the status of the subcontractor or vendor.
29. **INDEMNIFICATION AND LIMITATION OF LIABILITY.** Seller agrees to protect, defend, hold harmless and indemnify Constellis and its directors, officers, employees, agents, stockholders, managers, members, and Affiliates (collectively, 'Indemnified Parties') from and against all claims, actions, liabilities, losses, costs, settlements, and expenses, including, without limitation, reasonable investigation and legal costs and fees, punitive damages, consequential damages, and penalties, whether or not involving a third party claim, arising out of, relating to or resulting from any actual or alleged death or illness of, or injury to, any person and/or damage or destruction to any property, by whosoever suffered, resulting or claimed to result, in whole or in part, from (1) any actual or alleged defect in the supplied Products, including actual or alleged improper design, manufacture, or assembly of such Products, or arising out of any actual or alleged violation by such Products, or their manufacture, possession, use or sale, of any law, statute, or ordinance, or any governmental administrative order, rule, or regulation, (2) any breach of any representation or warranty of Seller contained in this Agreement, (3) any breach of any covenant or other obligation or duty of Seller under this Agreement or under applicable law, (4) or caused by any act, error, omission or negligence of the Seller or its lower tier subcontractors, and all of their officers, directors, shareholders, managers, members, employees, agents or suppliers. Seller shall further indemnify and hold Buyer harmless from and against any cost, price reduction, withholding offset, penalty, interest, claim, demand, determination of unallowability or unallocability, or any other civil, criminal or administrative liability, whether arising under statute, regulation, contract or common law, and shall reimburse Buyer for any damages, loss or cost incurred by Buyer, including reasonable attorneys' fees, under Buyer's contract with its customer as a result of Seller's or its lower tier subcontractor's failure or refusal to comply with the applicable U.S. Government Contract clauses. In no event shall Constellis be liable to Seller or any third party for any incident, indirect, special or consequential damages arising out of or in connection with this Agreement, whether or not it was advised of the possibility of the same.
30. **APPLICABLE LAW.** The Order and this Agreement shall be governed by the laws of the Commonwealth of Virginia, without giving effect to the conflicts of laws principles, except that any provision in this Contract that is (i) incorporated in full text or by reference from the Federal Acquisition Regulation (FAR); or (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR or; (iii) that is substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contracts appeals, and quasi-judicial agencies of the federal Government. Seller agrees to comply with all applicable laws, orders, rules, regulations, and ordinances. Seller shall procure all licenses/permits, and pay all fees and taxes, and other required charges, and shall comply with all applicable guidelines and directives of any local, state, and/or federal governmental authority. Likewise, Constellis will comply with all applicable local, federal, state and international tax withholding requirements. If, as a result of any violation of applicable laws, orders, rules, regulations, or ordinances by Seller, its officers, employees, agents, suppliers, or subcontractors at any tier, (i) Constellis' contract price or fee is reduced; (ii) Constellis' costs are determined to be unallowable; (iii) any fines, penalties, or interest are assessed on Constellis; or (iv) Constellis incurs any other costs or damages, Constellis may proceed as provided for herein. Upon the occurrence of any of the circumstances identified above, Constellis may, at its sole option, make a reduction of corresponding amounts (in whole or in part) in the price of this Contract or any other contract with Seller, or may demand payment (in whole or in part) of the corresponding amounts. Seller shall promptly pay amounts so demanded. Seller represents that each chemical substance constituting or contained in Work sold or otherwise transferred to Constellis hereunder is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.) as amended. Seller shall provide to Constellis with each delivery any Material Safety Data Sheet applicable to the Work in conformance with and containing such information as required by the Occupational Safety and Health Act of 1970 and regulations promulgated there under, or its State approved counterpart. Courts located in the City of Alexandria and Fairfax County, Virginia shall have jurisdiction and venue over all disputes arising out of or relating to this Agreement. Applicability of the UN Convention on Contracts for the International Sale of Goods is expressly waived.

31. **SURVIVABILITY.** If this Order expires, is completed, or is terminated, Seller shall not be relieved of those obligations contained in the following provisions:
- a. Applicable Laws (#30)
 - b. Electronic Contracting (#18)
 - c. Export Control (#37)
 - d. Independent Contractor Relationship (#35)
 - e. Insurance (#36)
 - f. Intellectual Property (#19)
 - g. Prohibited Software (#39)
 - h. Confidentiality (#34)
 - i. Warranty (#20) and Indemnification (#29)
 - j. US Government provisions that by their nature must survive for Buyer to comply with its obligations to Buyer's customer and/or comply with all applicable laws and regulations (#30)
32. **SEVERABILITY.** Each paragraph and provision of this Order is severable, and if one or more paragraphs or provisions are declared invalid, the remaining paragraphs and provisions of this Order shall remain in full force and effect.
33. **ASSIGNMENT.** Any assignment of Seller's Contract rights or delegation of Seller's duties, in whole or in part, shall be void, unless prior written consent is given by Constellis.
34. **CONFIDENTIALITY.** Seller agrees not to disclose to any third party, or use, except in connection with the furnishing of the Product(s) under this Order, any confidential information relating to Constellis' business, including business and marketing plans, processes, products, equipment, or trade secrets, as well as confidential information resulting from the performance of this Order. Any information not available to the public shall be considered confidential for the purposes of this Order; but should any of this information be published or otherwise made available by the public by Constellis or by third parties without breach of this Order, Seller shall be free to use for its own purposes only that information which is actually publicly available. Confidential information that is owned by the U.S. Government or in which the U.S. Government has the right to use and which is provided to Seller either by Constellis or by the U.S. Government under this Order and unless otherwise directed in writing, shall be used by Seller only in performance of its obligations pursuant to this Order. All rights, title and interest in said confidential information shall remain with and vest in the U.S. Government. Seller will have no ownership rights in said confidential information nor shall Seller have any right to license or sublicense such confidential information without the expressed prior permission of the U.S. Government. Seller shall upon request execute the following in then-current form: (a) Constellis Confidentiality and Nondisclosure Agreement; (b) Annual Vendor Representations and Certifications; and (c) Any certifications, representations, reports or documents required by an applicable prime contract or government entity. By acceptance of this Order Seller acknowledges it understands and is bound by the terms of any Nondisclosure Agreement executed with Constellis and all terms thereof are incorporated herein by reference. Specific information related to this or any other Order issued by Constellis may be sensitive in nature. Seller shall submit to Constellis for prior review and approval any proposed press releases, press statements or other public announcements related to work performed under this Order. Public statements related to any Constellis Order of any kind, including, but not limited to, media interviews, printed statements, blog or social media comments made by any representative of Seller, must be approved in writing by Constellis prior to release. Further, Constellis may require that such proposed public statements be submitted to its customer's public affairs officer and contracting office for further review and written approval. Constellis reserves the right to decline public release of any statement related to this Order or work carried out by Seller in support of this Order.
35. **INDEPENDENT CONTRACTOR RELATIONSHIP.** Seller is an independent contractor in all its operations and activities hereunder. The employees used by Seller to perform Work under this Order shall be Seller's employees exclusively without any relation whatsoever to Constellis. Seller shall be responsible for all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of Seller, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Order.
36. **INSURANCE.** In the event that Seller, its employees, agents, or subcontractors enter the site(s) of Constellis or its customers for any reason in connection with this Order then Seller and its subcontractors shall procure and maintain for the performance of this Order worker's compensation, comprehensive general liability, bodily injury and property damage insurance in prescribed amounts, and such other insurance as Constellis may require. In addition, Seller and its subcontractors shall comply with all site requirements. Seller shall provide Constellis thirty (30) days advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of Seller's required insurance, provided however such notice shall not relieve Seller of its obligations to procure and maintain the required insurance. If requested, Seller shall provide a current "Certificate of Insurance" showing Seller's compliance with these requirements. Seller shall name Constellis as an additional insured for the duration of this Order. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of Constellis and is not contributory with any insurance which Constellis may carry. "Subcontractor" as used in this clause shall include Seller's subcontractors at any tier. Seller's obligations for procuring and maintaining insurance coverage are freestanding and are not affected by any other language in this Order. Seller shall indemnify and hold harmless Constellis, its officers, employees, and agents from any losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees, all expenses of litigation and/or settlement, and court costs, by reason of property damage or loss or

personal injury to any person caused in whole or in part by the actions or omissions of Seller, its officers, employees, agents, suppliers, or subcontractors.

37. **EXPORT CONTROL.** Seller agrees to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C.2751-2794, the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq.; the Export Administration Act, 50 U.S.C. app. 2401-2420, and the Export Administration Regulations (EAR), 15 C.F.R. 730-774; including the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, Seller agrees that it will not transfer any export controlled item, data, or services, to include transfer to foreign persons employed by or associated with, or under contract to Seller or Seller's lower-tier suppliers, without the authority of an export license, agreement, or applicable exemption or exception.
- a) Seller agrees to notify Constellis if any deliverable under this Order is restricted by export control laws or regulations.
 - b) Seller shall immediately notify the Constellis Procurement Representative if Seller is, or becomes, listed in any Excluded Parties List or if Seller's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency.
 - c) If Seller is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, Seller represents that it is registered with the Directorate of Defense Trade Controls, as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR.
 - d) Where Seller is a named party in a Constellis export license or export agreement (e.g., TAA, MLA), Seller shall provide prompt notification to the Constellis Procurement Representative in the event of changed circumstances including, but not limited to, changes in ownership or company name, ineligibility, a violation or **potential violation** of the ITAR, and the initiation or existence of a U.S. Government investigation, that could affect the Seller's performance under this Order.
 - e) Seller shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorneys' fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of Seller, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.
 - f) Seller agrees to promptly provide Constellis with copies of all export licenses and agreements related to the performance of the work on this Order.
38. **TERMINATIONS.**
- A. For special or custom Product(s):
 - 1) Constellis may terminate part or all of this Order for its convenience by giving written notice to Seller.
 - 2) Upon termination, in accord with Constellis written direction(s), Seller will immediately:
 - a) Cease production;
 - b) Prepare and submit to Constellis an itemization of all completed and partially completed deliverables and product(s);
 - c) Deliver to Constellis deliverables satisfactorily completed up to the date of termination at the agreed upon prices in the Order or Statement of Work; and
 - d) Deliver upon request any Work in progress
 - 3) In the Event Constellis terminates for its convenience after performance has commenced, Constellis will compensate Seller for the actual, allowable, and reasonable expenses incurred by Seller for work in progress up to and including the date of termination, provided Seller exercises reasonable efforts to mitigate Constellis' liability under this provision.
 - 4) In no event shall Constellis be liable for lost or anticipated profits, unabsorbed direct costs or overhead, or for any sum in excess of the total Order price. Seller's termination claim shall be submitted within ninety (90) days from the effective date of termination.
 - B. For other than special or custom Product(s): Constellis may terminate part or all of this Order for its convenience by giving written notice to Seller and Constellis' only obligation to Seller shall be payment of a mutually agreed-upon restocking or service charge not to exceed 10%.
 - C. In either case, Seller shall continue all production not terminated by Constellis.
 - D. If a Federal Government contract is referenced on the face of this order, this order shall be deemed to be a subcontract under such Government contract and subject to the provisions of FAR 52.249-1 through FAR 52.249-14 of the Federal Acquisition Regulation.
 - E. Constellis also reserves the right to terminate this Order in the event that Constellis forms a reasonable, good faith belief that Seller or one of its directors, officers, employees, subcontractors, agents, vendors, representatives, or other third parties that it engages in connection with this Order has engaged in conduct in violation of this Order or applicable anti-corruption laws in connection with any services or transactions under this Order. In the event of such termination, no further compensation shall be owed by Constellis to Seller for or in connection with any past, present, or future transaction or for any other reason under this Order. Further, this Order, and Constellis' obligation to pay any compensation thereunder, shall terminate immediately with respect to all transactions if the continuation of this Order would violate any applicable anti-corruption laws.
39. **PROHIBITED SOFTWARE.**
- a) This clause only applies to Work that includes the delivery of software.

- b) As used herein, "Prohibited License" means the General Public License ("GPL") or Lesser/Library GPL, the Artistic License (e.g., PERL), the Mozilla Public License, the Netscape Public License, the Sun Community Source License, the Sun Industry Standards License, or variations thereof, including without limitation licenses referred to as "GPL Compatible, Free Software License."
 - c) As used herein, "Prohibited Software" means software that incorporates or embeds software in, or uses software in connection with, as part of, bundled with, or alongside any (1) open source, publicly available, or "free" software, library or documentation, or (2) software that is licensed under a Prohibited License, or (3) software provided under a license that subjects the delivered software to any Prohibited License, or (b) requires the delivered software to be licensed for the purpose of making derivative works or be redistributable at no charge, or (c) obligates Constellis to sell, loan, distribute, disclose or otherwise make available or accessible to any third party (i) the delivered software, or any portion thereof, in object code and/or source code formats, or (ii) any products incorporating the delivered software, or any portion thereof, in object code and/or source code formats.
 - d) Unless Seller has obtained Constellis' prior written consent, which Constellis may withhold in its sole discretion, Seller shall not use in connection with this Contract, or deliver to Constellis, any Prohibited Software.
 - e) Seller agrees to defend, indemnify, and hold harmless Constellis, its customers and suppliers from and against any claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, relating to use in connection with this Contract or the delivery of Prohibited Software.
40. **FORCE MAJEURE.** In the event of a Force Majeure, defined as Acts of God, Civil Unrest, Strikes, Government Actions, Military Actions or other events outside the control of the parties hereto, that affects the performance of the work under this Order, the affected party shall within 24 hours notify the other party. In the event the Force Majeure continues for a period exceeding seven (7) days, the parties shall cooperate to mitigate the impact of the Force Majeure by all reasonable means and negotiate in good faith to reach agreement on alternative means to continue performance of the work under this Order. In the event no mutually agreeable resolution is reached within 21 days of the start of the Force Majeure, Buyer shall have the right to terminate this Order without further obligation or liability, excepting payment for work previously performed.
41. **GOVERNMENTAL REQUIREMENTS.** If a Federal Government contract is referenced on the face of this order, this order shall be deemed conclusively to be a Subcontract under such Government contract and shall be subject to the applicable FAR and DFARS clauses. Wherever appearing in these clauses, the term "contract" shall mean this Order, the term "Contractor" shall mean the Seller, and where necessary to derive proper meaning in a subcontract situation, the terms "Government," "Contracting Officer", and equivalent terms shall mean the Buyer, unless such terms clearly denote the U. S. Government or the Contracting Officer. While Buyer has made every effort to include every potentially applicable U.S. Government Contract clause in this document, any clause which is required under a statute or regulation to be included in a subcontract shall be considered to be included by operation of law, even if it has been omitted from this Order. It is understood and agreed that any clause listed herein, that is inapplicable to the work called for under this order, shall be deemed to be self-deleting, requiring no express deletion of said inapplicable clause. In the event of any conflict among the clauses applicable to the Order, including those not applicable solely to federal contracts, the most stringent clause shall apply. Subcontractors must flow-down all applicable provisions referenced herein to any lower-tier subcontractor. If the date or substance of any of the clauses listed herein is different from the date or substance of the clause actually incorporated in Buyer's contract with its customer, the date or substance of the clause incorporated in the contract with Buyer's customer shall apply instead. Seller shall maintain on file all applicable representations and certifications provided by sub-tier suppliers.
42. **PRIORITY RATING.** If so identified, as a "rated order" certified for national defense use, the Seller shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700) per FAR 52.211-15.
43. **REQUIRED INFORMATION ABOUT SELLER'S ORGANIZATION.** In accordance with FAR 52.204-10, by the end of the month in which the Order award occurs, and annually thereafter, Seller shall provide to Buyer the following information:
- (i) The DUNS Number for Seller's organization;
 - (ii) The DUNS Number for Seller's parent company (if any);
 - (iii) Seller's organization's physical address (including street address, city, state, and country), nine-digit zip code, and congressional district; and,
 - (iv) Seller's organization's primary performance location (including street address, city, state, and country), nine-digit zip code, and congressional district.
44. **EXECUTIVE COMPENSATION.** Unless one of the exceptions in FAR 52.204-10 applies, by the end of the month in which the Order award occurs, and annually thereafter, Seller must provide to Buyer the names, titles, and total compensation of each of the five most highly compensated executives for Seller's organization's preceding completed fiscal year, as those terms are defined in FAR 52.204-10(a). If under the requirements of FAR 52.204-10 Seller's organization is not required to provide executive compensation information, by the end of the month in which the Order award occurs, and annually thereafter, Seller shall inform Buyer in writing that Seller is not subject to the executive compensation reporting requirements. Seller shall be specific about which exception applies or the basis for Seller's assertion that the executive reporting requirements are inapplicable. Seller shall furnish this information to the Constellis

Procurement Representative. By submitting information to Buyer, Seller's organization represents that the information is current, accurate, and complete as of the date of the submission.

- 45. **TRUTH IN NEGOTIATIONS.** Seller shall comply with the requirements of 10 U.S.C. 2306A, as amended from time to time, the "Truth in Negotiations Act" and the implementing FAR and DFARS as such requirements are or become applicable to this Order.
- 46. **BUY AMERICAN AND TRADE AGREEMENTS ACTS.** Except as otherwise identified below, Seller warrants that the supplies delivered under this Purchase Order shall be either a "domestic end product," "qualifying country end product", a "designated country end product", a Free Trade Agreement country end product, or a "Israeli end product" as those terms are defined in DFARS 252.225-7021 and FAR 52.225-3. Seller shall identify the supplies not meeting one of those definitions in the following manner:

Other Foreign End Products

Line Item No/Description of Supply: _____
Country of Origin: _____

- 47. **U.S. DEPARTMENT OF STATE.** If this Order is a subcontract under the Buyer's Prime Contract with the U.S. Department of State, the following provisions shall apply:

Safeguarding of Information. The Seller, its employees, and subcontractors shall exercise the utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this Order which has not been made public, except in the necessary performance of their duties or upon written authorization of the Buyer and the Department of State Contracting Officer.

- (a) All documents and records (including photographs) generated during the performance of work under this contract shall be for the sole use of and become the exclusive property of the U.S. Government. Furthermore, no information, article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of work performed under this contract shall be published or disseminated through any media (including the internet) without the prior written authorization of the Seller and the Department of State Contracting Officer.
- (b) These obligations do not cease upon the expiration or termination of this contract. The Seller shall include the substance of this provision in all contracts of employment and in all subcontracts under this Order.

- 48. **RESTRICTED DISTRIBUTION OF DOCUMENTS.** The Seller, its employees, and subcontractors may be provided access to documents deemed Sensitive by the Government. Access to these documents shall be limited to Seller's contract team on a need to know basis. The Government may limit the number of hard copies and prohibit electronic copies of such Sensitive documents. These documents shall be used on this contract only and shall not be used on any other contract or given or sold to another company person(s) or entity.

The Seller, its employees, and subcontractors shall exercise the utmost discretion in regard to all matters relating to these documents. They shall not communicate to any person any information known to them because of their access to the above referenced documents. These documents are for use on this contract and are the exclusive property of the U.S. Government. Furthermore, no information, article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of these documents shall be copied, reproduced, published or disseminated through any media or the internet.

The above does not cease upon submission of the Seller's proposal, notice of being an unsuccessful offeror, or the expiration or termination of the contract which is the result of this solicitation. The Seller shall include the substance of this provision in all contracts of employment and in all subcontracts under this Order.

The documents referenced in this section shall be stored in a separate locked, secured container.

Within 20 days of the expiration or termination of this Order, the above referenced documents shall be returned to the Seller. The package shall reference the Order number as indicated on this document. Furthermore, the Seller shall certify it has not made any copies or distributed this information to any person or entity.

- 49. **STANDARD FLOWDOWN CLAUSES AND PROVISIONS.** If a Federal Government contract is referenced on the face of this order, this order shall be deemed to be a subcontract under such Government contract and subject to all applicable FAR and DFARS provisions and clauses. The provisions and clauses referenced herein are incorporated by reference into this Order with the same force

and effect as if they were given in full text (including any additional provisions and clauses specific to an individual Government contract which are attached or referenced.)

50. **REPRESENTATIONS.** The Seller warrants and certifies that by the submission of the offer to provide the product(s) described in the order that the business size and socioeconomic representations in the System for Award Management (SAM), or any successor system, are current, accurate, and complete as of the date of the offer.
51. **COMMERCIAL ITEMS.** Clauses marked with a “CI” in the column titled “Applicability” in the following Table are applicable only when the Seller is furnishing goods or services that qualify as a “commercial item” under FAR 2.101. Upon request, Seller shall provide relevant documentation to support Supplier’s assertion that its goods or services satisfy the definition of “commercial items” under FAR 2.101. Further, Sellers of commercial items agree to all additional clauses in Buyer’s higher tier contract necessary for Buyer to satisfy its contractual obligations as they relate to the Purchase Order.
52. **PURCHASES BELOW THE SIMPLIFIED ACQUISITION THRESHOLD.** Purchases below the Simplified Acquisition Threshold as Defined in FAR Part 2 are not subject to the clauses marked “SA” in the column titled “Applicability” in the following Table.

#	Clause	FAR Reference	FAR Date	DFARS Reference	DFARS Date	APPLICABILITY
1	Definitions	52.202-1	Jan 2012			All Orders
2	Gratuities	52.203-3	Apr 1984			All Orders
3	Covenant Against Contingent Fees	52.203-5	Apr 1984			All Orders
4	Restrictions on Subcontractor Sales to the Government	52.203-6	Sep 2006			SA
5	Anti-Kickback Procedures	52.203-7	Oct 2010			Applies if Order exceeds \$150,000
6	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	52.203-8	Jan 1997			All Orders
7	Price or Fee Adjustment for Illegal or Improper Activity	52.203-10	Jan 1997			All Orders
8	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	52.203-11	Sep 2007			Applies in accordance with FAR 3.808 and if Order exceeds \$150,000
9	Limitation on Payments to Influence Certain Federal Transactions	52.203-12	Oct 2010			Applies if Order exceeds \$150,000
10	Contractor Code of Business Ethics and Conduct	52.203-13	Apr 2010			Applies if Order exceeds \$5,000,000 and has a period of performance greater than 120 days
11	Display of Hotline Posters	52.203-14	Dec 2007			Applies if Order exceeds \$5,000,000, but does not apply to Orders for commercial items or if the Order is performed entirely overseas
12	Whistleblower Protections Under the American Recovery and Reinvestment Act	52.203-15	June 2010			Applies if Order is funded with ARRA funds
13	Requirements Relating to Compensation of Former DoD Officials			252.203-7000	Sep 2011	All Orders
14	Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies			252.203-7001	Dec 2008	SA
15	Security Requirements	52.204-2	Aug 1996			Applies if Order involves access to classified information
16	Disclosure of Information			252.204-7000	Dec 1991	All Orders
17	Export- Controlled Items			252.204-7008	Apr 2010	All Orders
18	Safeguarding Unclassified Controlled Technical Information			252.204-7012	Nov 2013	All Orders
19	Safeguarding Unclassified Controlled Technical Information			252.204.73	Nov 2013	All Orders
20	Personal Identity Verification of Contractor Personnel	52.204-9	Jan 2011			Applies in accordance with (b) of the clause
21	Executive Compensation	52.204-10				All Orders
22	American Recovery and Reinvestment Act— Reporting Requirements	52.204-11	Jul 2010			Applies if the Order is \$25,000 or more
23	Economic Purchase Quantity - Supplies	52.207-4	Aug 1987			All Orders
24	Intent to Furnish Precious Metals as Government Furnished Material			252.208-7000	Dec 1991	All Orders

#	Clause	FAR Reference	FAR Date	DFARS Reference	DFARS Date	APPLICABILITY
25	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	52.209-6	Dec 2010			All Orders
26	Material Requirements	52.211-5	Aug 2000			All Orders
27	Defense Priority and Allocation Requirements	52.211-15	Apr 2008			Applies if priority rating is noted on this Order
28	Acquisition Streamlining			252.211-7000	Oct 2010	Applies if Order exceeds \$1.5M
29	Item Identification and Valuation			252.211-7003	Jun 2010	All Orders
30	Contract Terms and Conditions Required to Implement Statutes or Executive Orders— Commercial Items	52.212-5	Jul 2013			CI
31	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items			252.212-7001	Jun 2012	CI
32	Audit and Records-Sealed Bidding	52.214-26	Oct 2010			Applies if Order exceeds \$700,000
33	Price Reduction for Defective Cost or Pricing Data—Modifications—Sealed Bidding	52.214-27	Aug 2011			Applies when cost or pricing data required
34	Subcontractor Cost or Pricing Data-Modifications-Sealed Bidding	52.214-28	Oct 2010			Applies if Order exceeds \$700,000
35	Audits and Records – Negotiation	52.215-2	Oct 2010			SA
36	Price Reduction for Defective Cost or Pricing Data	52.215-10	Aug 2011			Applies when cost or pricing data are required
37	Price Reduction for Defective Cost or Pricing Data-Modifications	52.215-11	Aug 2011			Applies when cost or pricing data are required
38	Subcontracting Cost or Pricing Data	52.215-12	Oct 2010			Applies when cost or pricing data are required
39	Subcontractor Cost or Pricing Data-Modifications	52.215-13	Oct 2010			Applies when cost or pricing data are required
40	Integrity of Unit Prices	52.215-14	Oct 2010			Applies in accordance with paragraph (c) of the clause
41	Pension Adjustments and Asset Reversions	52.215-15	Oct 2010			Applies in accordance with FAR 15.408(g)
42	Facilities Capital Cost of Money	52.215-16	Jun 2003			Applies to cost-type Orders
43	Waiver of Facilities Capital Cost of Money	52.215-17	Oct 1997			Applies to cost-type Orders
44	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.	52.215-18	Jul 2005			Applies in accordance with FAR 15.408(j)
45	Notification of Ownership Changes	52.215-19	Oct 1997			Applies in accordance with FAR 15.408(k)
46	Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data	52.215-20	Oct 2010			All Orders
47	Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data – Modifications	52.215-21	Oct 2010			All Orders
48	Limitation on Pass-Through Charges	52.215-23	Oct 2009			Applies in accordance with paragraph (f)
49	Allowable Cost and Payment	52.216-7	Jan 2011			Applies to cost-type Orders
50	Utilization of Small Business Concerns	52.219-8	Jan 2011			SA
51	Small Business Subcontracting Plan	52.219-9	Jan 2011			Applies if Order exceeds \$650,000 and Seller is not a small business concern
52	Small business Subcontracting Plan (DoD Contracts)			252.219-7003	Aug 2012	Applies when FAR 52.219-9 applies.
53	Notice to the Government of Labor Disputes	52.222-1	Feb 1997			All Orders
54	Convict Labor	52.222-3	Jun 2003			Applicable if Order is above the micro purchase threshold of FAR 2.101
55	Contract Work Hours and Safety Standards Act - Overtime Compensation	52.222-4	Jul 2005			Applies in accordance with paragraph (e) of the clause
56	Walsh-Healey Public Contracts Act	52.222-20	Oct 2010			Applies if Order exceeds \$15,000
57	Prohibition of Segregated Facilities	52.222-21	Feb 1999			Applies if FAR 52.222.26 is applicable
58	Pre-award On-Site Equal Opportunity Compliance Evaluation	52.222-24	Feb 1999			Applies if Order exceeds \$10,000,000
59	Equal Opportunity	52.222-26	Mar 2007			All Orders
60	Equal Opportunity for Veterans	52.222-35	Sep 2010			Applies if Order exceeds \$100,000
61	Affirmative Action for Workers with Disabilities	52.222-36	Oct 2010			Applies if Order exceeds \$10,000
62	Employment Reports on Veterans	52.222-37	Sep 2010			Applies if Order exceeds \$100,000

#	Clause	FAR Reference	FAR Date	DFARS Reference	DFARS Date	APPLICABILITY
63	Notification of Employee Rights Under the National Labor Relations Act	52.222-40	Dec 2010			Applies in accordance with paragraph (f)
64	Service Contract Act of 1965	52.222-41	Nov 2007			Applies if order exceeds \$2,500
65	Combating Trafficking in Persons	52.222-50	Feb 2009			All Orders
66	Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements	52.222-51	Nov 2007			Applies to Orders for exempt services
67	Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements	52.222-53	Feb 2009			Applies to Orders for exempt services
68	Employment Eligibility Verification	52.222-54	Jul 2012			Applies in accordance with paragraph (e) of the clause
69	Restrictions on Employment of Personnel			252.222-7000	Mar 2000	All Orders
70	Restrictions on the Use of Mandatory Arbitration Agreements		Apr 1993	252.222-7006		As applicable
71	Hazardous Material Identification and Material Safety Data	52.223-3	Jan 1997			Applies only if Seller delivers hazardous materials under this Order
72	Notice of Radioactive Materials	52.223-7	Jan 1997			Applies only if Seller delivers radioactive materials under this Order
73	Ozone Depleting Substances	52.223-11	May 2001			All Orders
74						
75	Contractor Policy to Ban Text Messaging While Driving	52.223-18	Aug 2011			
76	Prohibition on Storage and Disposal of Toxic and Hazardous Materials			252.223-7006	Apr 1993	All Orders
77	Buy American Act-North American Free Trade Agreement-Israeli Trade Act	52.225-3	May 2012			All Orders
78	Trade Agreements	52.225-5	Mar 2012			All Orders
79	Duty Free Entry	52.225-8	Oct 2010			Applies in accordance with paragraph (j) of the clause
80	Restrictions on Certain Foreign Purchases	52.225-13	Jun 2008			All Orders
81	Contractors Performing Private Security Functions Outside the United States	52.225-26	Jul 2013			Applies in Designated Areas
82	Buy American Act and the Balance of Payments Program			252.225-7001	Jun 2012	All Orders
83	Qualifying Country Sources as Subcontractors			252.225-7002	Apr 2003 Jun 2012	All Orders
84	Quarterly Reporting of Actual Contract Performance Outside the United States			252.225-7006	Oct 2010	applies in accordance with paragraph (f) of the clause
85	Prohibition on Acquisition of United States Munitions List items From communist Chinese Military Companies			252.225-7007	Sep 2006	All Orders
86	Restriction on Acquisition of Specialty Metals			252.225-7008	Jul 2009	All Orders
87	Restriction on Acquisition of Certain Articles Containing Specialty Metals			252.225-7009	Jun 2012	All Orders
88	Commercial Derivative Military Article—Specialty Metals Compliance Certificate			252.225-7010	Jul 2009	All Orders
89	Preference for Certain Domestic Commodities			252.225-7012	Jun 2012	All Orders
90	Duty-Free Entry - Qualifying Country Supplies (End Products and Components)			252.225-7013	Jun 2012	All Orders
91	Restriction on Acquisition of Hand or Measuring Tools			252.225-7015	Jun 2005	All Orders
92	Restriction on Acquisition of Ball and Roller Bearings			252.225-7016	Jun 2012	All Orders
93	Trade Agreements			252.225-7021	Jun 2012	All Orders
94	Restriction on Acquisition of Forgings			252.225-7025	Dec 2009	All Orders
95	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate			252.225-7030	Dec 2006	All Orders
96	Waiver of United Kingdom Levies			252.225-7033	Apr 2003	All Orders

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97	Buy American Act-Free Trade Agreement-Balance of Payments Program			252.225-7036	Jun 2012	All Orders
98	Restriction on Acquisition of Air Circuit Breakers			252.225-7038	Jun 2005	All Orders
99	Contractors Performing Private Security Functions			252.225-7039	June 2012	All Orders
100	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States			252.225-7040	Jun 2011	All Orders
101	Antiterrorism/Force Protection for Defense Contractors Outside the United States			252.225-7043	Mar 2006	All Orders
102	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts			252.226-7001	Sep 2004	Applies if Order exceeds \$500,000
103	Authorization and Consent	52.227-1	Dec 2007			SA
104	Notice and Assistance Regarding Patent and Copyright Infringement	52.227-2	Dec 2007			SA
105	Patent Indemnity	52.227-3	Apr 1984			All Orders
106	Refund of Royalties	52.227-9	Apr 1984			Applies in accordance with paragraph (f) of the clause
107	Filing of Patent Applications-Classified Subject Matter	52.227-10	Dec 2007			Applies in accordance with paragraph (e) of the clause
108	Patent Rights - Ownership by the Contractor	52.227-11	Dec 2007			Applies in accordance with paragraph (k) of the clause
109	Patent Rights-Ownership by the Government	52.227-13	Dec 2007			Applies in accordance with paragraph (i) of the clause
110	Rights in Data - General	52.227-14	Dec 2007			All Orders
111	Rights in Technical Data - Noncommercial items			252.227-7013	Feb 2012	All Orders
112	Rights in noncommercial computer software and noncommercial computer software documentation			252.227-7014	Feb 2012	All Orders
113	Technical Data-Commercial Items			252.227-7015	Dec 2011	All Orders
114	Rights in Bid or Proposal Information			252-227-7016	Jan 2011	All Orders
115	Identification and Assertion of Use, Release, or Disclosure Restrictions			252.227-7017	Jan 2011	All Orders
116	Validation of Asserted Restrictions - Computer Software			252.227-7019	Sep 2011	
117	Rights in Special Works			252.227-7020	Jun 1995	All Orders
118	Rights in Data-Existing Works			252.227-7021	Mar 1979	All Orders
119	Government Rights (Unlimited)			252.227-7022	Mar 1979	All Orders
120	Drawings and Other Data Become Property of Government			252.227-7023	Mar 1979	All Orders
121	Deferred Delivery of Technical Data or Computer Software			252.227-7026	Apr 1988	All Orders
122	Deferred Ordering of Technical Data or Computer Software			252.227-7027	Apr 1988	All Orders
123	Technical Data or Computer Software Previously Delivered to the Government			252.227-7028	Jun 1995	All Orders
124	Technical Data - Withholding of Payment			252.227-7030	Mar 2000	In this clause, "Government" and "Contracting Officer" shall mean Buyer.
125	Rights in Technical Data and Computer Software (Foreign)			252.227-7032	Jun 1975	All Orders
126	Rights in Shop Drawings			252.227-7033	Apr 1966	All Orders
127	Validation of Restrictive Markings on Technical Data			252.227-7037	Jun 2012	All Orders
128	Ground and Flight Risk			252.228.7001	Jun 2010	All Orders
129	Accident Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles			252.228-7005	Dec 1991	All Orders
130	Workers' Compensation Insurance (Defense Base Act)	52.228-3	Apr 1984			All Orders
131	Workers' Compensation and War-Hazard Insurance Overseas	52.228-4	Apr 1984			All Orders
132	Insurance-Work on a Government Installation	52.228-5	Jan 1997			All Orders
133	Federal, State and Local Taxes	52.229-3	Apr 2003			All Orders
134	Taxes - Foreign Fixed-Price Contracts	52.229-6	Jun 2003			All Orders

#	Clause	FAR Reference	FAR Date	DFARS Reference	DFARS Date	APPLICABILITY
135	State of New Mexico Gross Receipts and Compensating Tax	52.229-10	Apr 2003			All Orders
136	Reporting of Foreign Taxes-U.S. Assistance Programs			252.229-7011	Sep 2005	Applies to Orders for commodities that exceed \$500
137	Cost Accounting Standards	52.230-2	May 2012			As applicable
138	Disclosure and Consistency of Cost Accounting Practices	52.230-3	May 2012			As applicable
139	Administration of Cost Accounting Standards	52.230-6	Jun 2010			As applicable
140	Supplemental Cost Principles		Dec 1991	252.231-7000		As applicable
141	Interest	52.232-17	Oct 2010			All Orders
142	Industrial Resources Developed Under Defense Production Act Title III	52.234-1	Dec 1994			All Orders
143	Frequency Authorization			252.235-7003	Dec 1991	Applies in accordance with paragraph (d) of the clause
144	Accident Prevention	52.236-13	Nov 1991			All Orders
145	Modification Proposals – Price Breakdown			252.236-7000	Dec 1991	All Orders
146	Telecommunications Security Equipment, Devices, Techniques, and Services			252.239-7016	Dec 1991	Applies in accordance with paragraph (e) of the clause
147	Competition in Subcontracting	52.244-5	Dec 1996			All Orders
148	Subcontracts for Commercial Items	52.244-6	Jul 2013			CI
149	Subcontracts for Commercial Items and Commercial Components (DOD Contracts)			252.244-7000	Jun 2012	CI
150	Government Property (Fixed-Price Contract)	52.245-2	Apr 2012			As applicable
151	Use and Charges	52.245-9	Apr 2012			All Orders
152	Contractor Inspection Requirements	52.246-1	Apr 1984			All Orders
153	Responsibility for Supplies	52.246-16	Apr 1984			All Orders
154	Warranty of Data			252.246-7001	Dec 1991	The warranty period in paragraph (b) is three years from the Government's acceptance of the final items of data under this contract. "Government" and "Contracting Officer" shall mean Buyer.
155	Notification of Potential Safety Issues			252.246-7003	Jan 2007	Applies in accordance with paragraph (f) of the clause
156	Preference of United States Flag Air Carriers	52.247-63	Jun 2003			All Orders
157	Transportation of Supplies by Sea			252.247-7023	May 2002	Applies in accordance with paragraph (h)
158	Preference for Privately Owned U.S.-Flag Commercial Vessels	52.247-64	Feb 2006			Applies if not exempted under 52.247-64(e)
159	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer			252.247-7003	Sept 2010	Applies in accordance with paragraph (c) of the clause.
160	Notification of Transportation of Supplies by Sea			252.247-7024	Mar 2000	All Orders
161	Value Engineering	52.248-1	Oct 2010			All Orders
162	Notification of Anticipated Contract Termination or Reduction			252.249-7002	Oct 2010	