



Purchase Order Standard Terms and Conditions

FORMATION OF CONTRACT

"Purchase Order" includes any attached statement of work or technical specifications that may identify critical items, key characteristics, or special requirements. The proposed Purchase Order is Buyer's offer to purchase the goods and services ("Goods") described in the offer, and includes any special requirements, critical items, key characteristics as appropriate. Acceptance is strictly limited to the terms and conditions in the offer. Unless specifically agreed to in writing, Buyer objects to, and is not bound by, any term or condition that differs from or adds to the offer. Seller's commencement of performance or acceptance of the offer in any manner shall conclusively evidence acceptance of the offer as written. Buyer's Purchase Order number must be plainly marked on all acknowledgements, invoices, bills of lading, shipping orders, and the exterior of shipping cartons.

DELIVERY

Time is of the essence in the performance of this Purchase Order. Seller shall bear the risk of loss or damage to goods and materials until they are delivered in conformity with the Purchase Order and accepted by Buyer. Shipment shall be made F.O.B. Buyer's address prescribed in this Purchase Order, unless a different F.O.B. point is prescribed. Except as otherwise expressly set forth herein, title in all goods supplied hereunder shall vest in Buyer, and all risk of loss on all conforming goods shipped will pass to Buyer, only upon final acceptance by Buyer at Buyer's designated facility.

INSPECTION AND ACCEPTANCE

All goods procured under this Purchase Order will be subject to inspection and testing as prescribed in this Purchase Order by Buyer at the manufacturer's plant, as well as at the place of destination. Buyer's rights to perform inspections, surveillance and tests and to review procedures, practices, processes and related documents related to quality assurance, quality control, and configuration control shall extend to the customers of Buyer that are departments, agencies or instrumentalities of the United States Government. Seller shall cooperate with any such United States Government-directed or Buyer-directed inspection, surveillance, test or review without additional charge to Buyer. All costs of testing necessary to substantiate that the goods and services provided under the Purchase Order conform to the drawings, specifications, and contract requirements listed shall be borne by Seller. The inspection or acceptance or payment of Buyer for any part or percentage of the goods described herein will not relieve or release Seller from any obligations or liabilities under this Purchase Order. Buyer shall accept the Goods or give Seller notice of rejection or revocation of acceptance ("rejection" herein), notwithstanding any payment, prior test or inspection, or passage of title. No inspection, test, delay or failure to inspect or test or failure to discover any defect or other nonconformance shall relieve Seller of any obligations under the Purchase Order or impair any rights or remedies of Buyer. If Seller delivers non-conforming Goods, Buyer may at its option and at Seller's expense (i) return the Goods for credit or refund; (ii) require Seller to promptly correct or replace the Goods; (iii) correct the Goods; or (iv) obtain replacement Goods from another source. Seller shall not redeliver corrected or rejected goods without disclosing the former rejection or requirement for correction, and Seller shall disclose any corrective action taken. Repair, replacement and other correction and redelivery shall be completed within the original delivery schedule or such later time as Buyer may reasonably direct.

PAYMENTS

Unless otherwise provided or required by law, terms of payment shall be net forty-five (45) days from the latest of the following: (1) Buyer's receipt of a proper invoice from Seller; (2) scheduled completion of the Work; (3) actual completion of the Work; or (4) where the Buyer's contract with the Customer includes a pay-when-paid clause, Buyer's receipt of payment from its Customer for the work associated with that Purchase Order. Each payment made shall be subject to reduction to the extent of amounts which are found by Buyer or Seller not to have been properly payable and shall also be subject to reduction for overpayments. Seller shall promptly notify Buyer of any such overpayments found by Seller. Buyer shall have a right to withhold from amounts due Seller under this Purchase Order amounts that Buyer reasonably believes are necessary to offset the damages Buyer has sustained due to Seller's breach of this Purchase Order or any other contract between Buyer and Seller. Reimbursement of any travel or other direct costs specifically excluded from the fixed price shall require the prior approval of the Buyer and shall be in accordance with the Federal Travel Regulations. Reimbursement of such approved costs shall be at cost only, exclusive of fee/profit.

TAXES

Unless the Purchase Order specifies otherwise, the price of the Purchase Order includes, and Seller is liable for and shall pay, all taxes, impositions, charges and exactions imposed on or measured by the Purchase Order except for applicable sales and use taxes that are separately stated on Seller's invoice. Prices shall not include any taxes, impositions, charges or exactions for which Buyer has furnished a valid exemption certificate or other evidence of exemption.

WARRANTIES

Seller warrants that the goods described herein shall be free from defects in workmanship and materials and shall strictly conform to applicable requirements, specifications,

drawings and approved samples, if any, including performance specifications and that Seller's design of such goods will be free from design defects, fit for their intended purpose, and of merchantable quality. All warranties shall run to Buyer, its customers, and subsequent owners of the goods or end products of which they are a part. Any warranties shall be in effect for a period of at least eighteen (18) months after the Buyer has accepted the goods. In the event of a breach, the Buyer may require that the goods be repaired or replaced, or Buyer may return the goods (in which event, the price of the Purchase Order will be equitably reduced, or amounts paid will be reimbursed). Seller will reimburse costs associated with determining the breach (tests, disassembly, reassembly, etc.).

CHANGES

Buyer may direct changes within the general scope of the Purchase Order in any of the following: (i) technical requirements and descriptions, specifications, statement of work, drawings or designs; (ii) shipment or packing methods; (iii) place of delivery, inspection or acceptance; (iv) reasonable adjustments in quantities or delivery schedules or both; (v) amount of Buyer-furnished property; and, if the Purchase Order includes services, (vi) description of services to be performed; (vii) time of performance; (viii) place of performance, and (ix) terms and conditions of the Purchase Order required to meet Buyer's obligations under Government prime contracts or subcontracts. Seller shall comply immediately with such direction. If such change increases or decreases the cost or time required to perform the Purchase Order, Buyer and Seller shall negotiate an equitable adjustment in the price or schedule, or both, to reflect the increase or decrease. Buyer shall modify the Purchase Order in writing accordingly. Unless otherwise agreed in writing, Seller must assert any claim for adjustment to Buyer in writing within 25 days and deliver a fully supported proposal within 60 days after Seller's receipt of such direction. Buyer may, at its sole discretion, consider any claim regardless of when asserted. If Seller's proposal includes the cost of property made obsolete or excess by the change, Buyer may direct the disposition of the property. Failure of the parties to agree upon any adjustment shall not excuse Seller from performing in accordance with Buyer's direction. If Seller considers that Buyer's conduct constitutes a change, Seller shall notify Buyer immediately in writing as to the nature of such conduct and its effect upon Seller's performance and shall take no action to implement any such change until authorized by Buyer.

INDEPENDENT CONTRACTOR RELATIONSHIP

This Purchase Order does not create any employer-employee, agency, joint employer, joint venture or partnership relationship between Buyer and Seller, its lower tier subcontractors or their respective employees. Seller assumes full and sole responsibility for payment of all compensation, expenses, benefits and associated taxes of its employees. The relationship between Buyer and Seller is that of independent contractor.

DISCLOSURE OF INFORMATION AND PUBLICITY

Seller shall not publish any information developed under this Purchase Order nor disclose, confirm, or deny any details about the existence or subject matter of this Purchase Order or use Buyer's name in connection with Seller's sales promotion or publicity without prior written approval of the Buyer.

COMMUNICATIONS

Seller understands and agrees that all communications initiated by Seller with Buyer's Government Customer will be routed through, and subject to the express approval of, Buyer. In the event Seller received direction from Buyer's Government Customer or Buyer technical representatives that amounts to a modification to this Purchase Order, Seller understands and agrees that such direction is not binding on Buyer. Binding modifications to this Purchase Order will only occur at the express written direction of Buyer.

INTELLECTUAL PROPERTY

Any design, system, manual, report, drawing, reprint, specification, technical information, or data prepared by the Seller in performance of this Purchase Order shall become the property of the Buyer upon creation. However, Buyer grants Seller a non-exclusive, non-assignable, world-wide, royalty free license to use the same for purposes of performing the Services. Buyer does not confer or grant in any manner, to Seller any pre-existing license or right under any patent, trademark, trade secret, mask work, copyright or other intellectual property right held by Buyer. Seller warrants that use of the goods or services delivered under this Purchase Order will not infringe or otherwise violate the intellectual property rights of any third party. Seller agrees to defend, indemnify, and hold harmless Buyer, its affiliates, and their employees, officers, directors and agents, as well as their customers from and against any claims, damages, losses, costs and expenses, including attorney's fees, royalties, costs and other expenses, arising out of any action by a third party that is based upon a claim that the goods or services delivered under this Purchase Order infringe or otherwise violate the intellectual property rights of any person or entity. Notwithstanding the foregoing, Pre-existing Intellectual Property Rights are not affected by this Purchase Order; except that Seller hereby grants Buyer a non-exclusive, royalty free license to use its Pre-Existing Intellectual Property Rights for purposes of obtaining the benefit of goods and services provided hereunder. For purposes of this clause, Pre-Existing Intellectual Property Rights means, in respect of a party, intellectual property rights that are in existence as of the date of issuance of this Purchase Order or that come into



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existence after the date of this Purchase Order other than in connection with this Purchase Order.

INDEMNIFICATION

Seller shall indemnify and hold Buyer harmless from and against any and all liability, damages, losses, claims, demands, judgments, costs and expenses which relate to, arise out of, or are asserted or incurred as a result of: (1) the performance of the Work by Seller or Seller's Employees; (2) the failure of Seller and Seller's Employees to comply with all applicable laws in performing the Work under this Purchase Order; (3) the negligence or wrongful acts of Seller or Seller's Employees; (4) any failure by Seller to comply fully with any laws or regulations, whether or not the same are specifically referenced in this Purchase Order; or (5) any claims made by Seller's Employees arising out of the performance of Work; provided, however, that the foregoing indemnity obligation shall not apply to any injury, damage or loss caused by the sole negligence or willful misconduct of the Buyer. For purposes of this provision, the term "Seller's Employees" shall include all of Seller's employees, lower tier subcontractors, and agents. Indemnification.

CONSEQUENTIAL DAMAGES AND LIMITATION OF LIABILITY

The Buyer will not be liable for, nor will the measure of damages assessed against it include, any indirect, incidental, special, consequential or punitive damages or amounts for loss of income, loss of data, loss of profits or loss of savings, whether incurred by Seller or any other third party. In no event will Buyer be liable for the failure of the Client to provide consent to use the services of Supplier. Except in the case of fraud or willful misconduct, in no event shall Buyer be liable for damages in excess of amounts paid to Seller hereunder.

COMPLIANCE WITH LAWS

Seller shall comply with all applicable federal, state, and local laws, Government orders, and regulations ("**Applicable Laws**") in the performance of this Purchase Order, including but not limited to the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder. Seller will not knowingly employ an unauthorized alien (as defined in subsection (h)(3) of the Immigration Reform and Control Act of 1986) where such alien was hired after November 6, 1986, or where it has come to their attention that an alien has become an unauthorized alien after that date. Seller also warrants that all goods and services furnished under this Purchase Order will conform to and comply with all Applicable Laws. Seller shall indemnify, defend, and hold Buyer harmless from and against any and all claims, costs, damages, and expenses (including actual attorney's fees) incurred directly or indirectly due to Seller's failure to comply with Applicable Laws.

WAIVERS, APPROVALS, AND REMEDIES

Failure by either party to enforce the provisions of this Purchase Order or any applicable law shall not constitute a waiver of the requirements of such provisions or law, or act as a waiver of the right of a party thereafter to enforce such provision or law. Buyer's approval of goods or services shall not relieve Seller of its obligation to comply with the requirements of this Purchase Order. The rights and remedies of Buyer hereunder are cumulative and in addition to any other rights and remedies provided by law or in equity.

ASSIGNMENT

Seller may not assign, or transfer its duties, interest, or obligations under this Purchase Order without obtaining the prior written approval of Buyer, which approval may be withheld in Buyer's sole and absolute discretion. Buyer reserves the right to assign or transfer part or all its rights, powers, and privileges under this Purchase Order for any reason to: (1) any affiliate of the Buyer; or (2) any successor in interest to Buyer by way of merger or consolidation or the acquisition of substantially all of its assets. Seller shall also provide Buyer written notice of any proposed plans for moving Seller's manufacturing location for the goods or moving tooling or other equipment utilized in the manufacture of the goods to another facility. In no event shall Seller proceed with implementing such plans prior to obtaining Buyer's prior written approval.

GOVERNING LAW

This Purchase Order shall be interpreted and enforced in accordance with the laws of the State of Maryland, in all respects, including statutes of limitations, but specifically excluding the conflict of law's provisions normally applied therein to any dispute or controversies arising out of or pertaining to this agreement.

EXPORT CONTROL COMPLIANCE

In the performance of this Purchase Order, Seller shall comply with all applicable US trade requirements (the "**US Trade Requirements**"), which include, without limitation, the International Traffic in Arms Regulations, the Export Administration Regulations, the Foreign Trade Regulations, and the requirements of the Department of Justice / Bureau of Alcohol, Tobacco, Firearms, and Explosives; the Department of the Treasury / Office of Foreign Assets Controls; and the Federal Trade Commission. Seller shall achieve full compliance independent of Buyer unless otherwise agreed in writing between Buyer and Seller. In addition, Seller shall fully collaborate with Buyer in any request to establish the jurisdiction and classification of items / technical data / services, and Seller shall give US export requirements primacy should the requirements of more than one jurisdiction apply.

Seller shall immediately notify Buyer in writing of any actual or alleged violation of this Section, and shall indemnify, defend, protect, and hold harmless Buyer, its affiliates, and their officers, agents, and employees from and against any and all claims, demands, causes of action, costs, fines, penalties, attorney's fees, and other expenses arising from a breach, or an alleged breach, by Seller of this Section.

SECURITY REQUIREMENTS

The Seller shall comply with the Computer Security Act of 1987 and the National Industrial Security Procedures Operating Manual (NISPOM) for safeguarding classified information (DoD 5220.22M). If applicable, the Seller's facility that processes security clearances shall be cleared for Top Secret. The Seller shall be responsible for providing properly cleared personnel and ensuring compliance by its employees with security regulations of Government installations or other facilities where work is performed under this Purchase Order. This includes the safekeeping, wearing, and visibility of badges when required; and the return of all badges and Government property upon completion. All clearances, checks, research, and associated activities shall be at Seller's expense, and shall not result in any direct cost to either Buyer or the US Government.

QUALITY CONTROL

The Seller shall establish and maintain a quality control system for the Goods purchased under the Purchase Order. Seller shall have a continuing obligation to promptly notify Buyer of any violation of or deviation from Seller's approved inspection/quality control system and to advise Buyer of the quantity and specific identity of any Goods delivered to Buyer during the period of any such violation or deviation.

BUSINESS CONDUCT

Seller shall conduct its business in an ethical manner and shall communicate to its employees the importance of conducting themselves in an ethical manner. Seller shall ensure employees are aware of how they contribute to product and service conformity and safety. Seller shall comply with all the rules and policies established by Buyer for access to and activities in and around premises controlled by Buyer or Buyer's customer.

COUNTERFEIT GOODS

Seller shall not furnish Counterfeit Goods to Buyer, defined as goods or separately-identifiable items or components of goods that: (i) are an unauthorized copy or substitute of an Original Equipment Manufacturer or Original Component Manufacturer (collectively, "OEM") item; (ii) are not traceable to an OEM sufficient to ensure authenticity in OEM design and manufacture; (iii) do not contain proper external or internal materials or components required by the OEM or are not constructed in accordance with OEM design; (iv) have been re-worked, re-marked, relabeled, repaired, refurbished, or otherwise modified from OEM design but not disclosed as such or are represented as OEM authentic or new; or (v) have not passed successfully all OEM required testing, verification, screening, and quality control processes. Notwithstanding the foregoing, Services or items that contain modifications, repairs, rework, or re-marking as a result of Seller's or its subcontractor's design authority, material review procedures, quality control processes or parts management plans, and that have not been misrepresented or mismarked, shall not be deemed Counterfeit Goods. Counterfeit Goods shall be deemed nonconforming to this Purchase Order. Seller shall implement an appropriate strategy to ensure that goods furnished to Buyer under this Purchase Order are not Counterfeit Goods. Seller's strategy shall include, but is not limited to, the direct procurement of items from OEMs or authorized suppliers, conducting approved testing or inspection to ensure the authenticity of items, and, when items are to be procured from non-authorized suppliers, obtaining from such non-authorized suppliers appropriate certificates of conformance that provide one or more of the following: (i) the OEM's original certificate of conformance for the item; (ii) sufficient records providing unbroken supply chain traceability to the OEM; or (iii) test and inspection records demonstrating the item's authenticity. If Seller becomes aware or suspects that it has furnished Counterfeit Goods to Buyer under this Purchase Order, Seller promptly, but in no case later than thirty (30) days from discovery, shall notify Buyer and replace, at Seller's expense, such Counterfeit Goods with OEM or Buyer-approved goods that conform to the requirements of this Purchase Order. Seller shall be liable for all costs related to the replacement of Counterfeit Goods and any testing or validation necessitated by the installation of authentic goods after Counterfeit Goods have been replaced. Seller bears responsibility for procuring authentic goods or items from its subcontractors and shall ensure that all such subcontractors comply.

CONFLICT MINERALS

The Seller hereby represents, warrants, covenants and certifies that (i) it is in full compliance with all applicable conflict minerals laws, including, without limitation, Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, as it may be amended from time to time and any regulations, rules, releases, decisions or orders relating thereto adopted by the Securities and Exchange Commission or successor governmental agency responsible for adopting regulations relating thereto (collectively, the "Act"), and (ii) none of the Goods furnished hereunder shall contain any conflict mineral (including, but not limited to, tin, tantalum, gold and tungsten) originating in the Democratic Republic of the Congo or an adjoining country (the "Conflict Region") unless (x) such



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conflict mineral is from recycled or scrap sources or (y) such conflict mineral was outside the supply chain prior to January 31, 2013. The Seller further agrees, at any time upon the Buyer's reasonable request, (1) to promptly certify in writing as to the Seller's compliance with this paragraph, (2) to promptly provide the Buyer with such information regarding the source and chain of custody of all conflict minerals that may be contained in the Goods delivered hereunder, (3) to reasonably cooperate with the Buyer's efforts to comply with the requirements of the Act, and (4) to cause its subcontractors and sub-suppliers of every tier to provide the Seller and the Buyer with the information and cooperation that the Seller is required to provide under the foregoing clauses (1), (2) and (3). Should the Seller learn or have reason to know of or suspect any development that makes it likely that any Good furnished hereunder contains any conflict mineral originating in the Conflict Region in violation of the foregoing, or that in any other way makes inaccurate, incomplete or misleading the representations, warranties and certifications of the Seller set forth herein, then the Seller shall immediately advise the Buyer in writing of such knowledge or suspicion and all related information known to the Seller. The Seller acknowledges that the Buyer will rely on the accuracy and completeness of information that the Seller furnishes to the Buyer as the basis for the Buyer's compliance with the Act.

PARTS OBSOLESCENCE

Buyer may desire to place additional orders for Work purchased hereunder. Seller shall provide Buyer with a list of substitute or alternative parts if original parts are not available.

CONFIDENTIALITY OF ALL DRAWINGS, SPECIFICATIONS, PLANS, AND OTHER PROPRIETARY INFORMATION

All drawings, specifications, plans, programs, designs, software, and all other information furnished to Seller by Buyer, or obtained by Seller from Buyer, in connection with this Purchase Order shall be held in confidence by Seller, and shall be considered by Seller to be the Confidential Information of Buyer, subject to the terms and conditions of this Purchase Order, and shall not be used by Seller for any purpose other than for the performance of the Services or as otherwise authorized in writing by Buyer. Seller acknowledges that all such drawings, specifications, plans, programs, designs, software, and all information furnished to or obtained by Seller in the performance of the Services under this Purchase Order are the property of Buyer or Client, and shall be returned to Buyer, along with any copies made thereof, upon the completion of the Services, except that Seller may retain one confidential copy of any such information for its records. Any obligation to keep information confidential in this clause will not apply to information that is or becomes part of the public domain otherwise than through a breach of this Purchase Order or to information that is required to be disclosed by law. Seller shall not communicate with Buyer's Customer or higher tier Customer about this Purchase Order, except as expressly permitted by Buyer. This clause does not prohibit Seller from communicating with the U.S. Government with respect to (1) matters Seller is required by law to communicate to the Government, (2) an ethics or anticorruption matter, (3) any matter for which this Purchase Order, including a FAR or FAR Supplement clause included in this Purchase Order, provides for direct communication by Seller to the Government, or (4) if Seller is a small business concern, any material matter pertaining to payment or utilization.

RECORDS AND AUDIT

Seller shall retain all records and documents pertaining to the Goods for a period of no less than three years after final payment. Buyer shall have the right to have a third-party auditor examine all records related to pricing and performance to evaluate the accuracy, completeness and currency of cost and pricing data submitted with Seller's bid or offer to sell; and related to "Changes," "Termination for Convenience" or "Termination for Default" articles of the Purchase Order.

INSURANCE

Unless otherwise specified by the Buyer in writing, the Seller shall maintain insurance with an insurer rated A or higher in the following amounts:

- Comprehensive General Liability (including Products and Completed Operations Coverage) \$1 Million
- Workers Compensation - statutory levels.
- Employers Liability - \$1 Million Bodily Injury by accident - Each Accident;
- Motor Vehicle - \$1 Million CSL in coverage.

Further, in the event that Seller is providing consulting or professional services under this Purchase Order, Seller shall also maintain "claims-made" professional errors and omissions insurance coverage in an amount not less than \$1 million per claim, and in the aggregate. In all cases, Seller's Comprehensive General Liability and Motor Vehicle Insurance shall name Buyer and its agents, employees and subcontractors as additional insureds (by endorsement), and shall include a waiver of subrogation against Buyer, its agents, employees and subcontractors. Within 10 days after award of this Purchase Order and prior to performance of any work under this Purchase Order, whichever is earlier, Seller will provide to Buyer a certificate of insurance evidencing the above requirement.

TERMINATION FOR CONVENIENCE

Buyer may, by notice in writing, direct Seller to terminate work under this Purchase Order in whole or in part, at any time, and such termination shall not constitute a default. Seller

will thereupon immediately stop work on the terminated portion of the work and notify all lower-tier subcontractors/vendors to do the same. Buyer may take immediate possession of all work so performed upon notice of termination. Seller shall be entitled to: (1) reimbursement for its actual costs incurred up to and including the date of termination (such costs to be determined in accordance with recognized accounting principles); and, (2) a reasonable profit on the work done prior to termination. The total amount shall be paid by the Buyer subject to good faith negotiations between the Buyer and Seller. Under no circumstances shall Seller be entitled to overhead or profit on any un-executed work.

TERMINATION FOR DEFAULT

If, in the Buyer's opinion, the Seller appears to be insolvent or in such an unsound financial condition as to endanger performance, or if Seller breaches this Purchase Order and if such breach is incapable of being cured, Buyer may, by written notice to Seller, immediately terminate this Purchase Order for default. If Seller breaches this Purchase Order, and if such breach is capable of being cured, and if Seller fails to cure such a breach within ten (10) calendar days after receiving written notice of the breach from Buyer, Buyer may by written notice to Seller immediately terminate this Purchase Order or any part thereof for Seller's default. Upon any such termination, the Seller shall continue the work not terminated, and Buyer may require that Seller deliver to Buyer any goods and/or materials associated with this Purchase Order (e.g., drawings, records, equipment, etc.) in any stage of production in the possession of Seller or anyone under its control to the Buyer within two (2) business days after receipt of Buyer's written request. The Buyer may acquire supplies or services similar to those terminated, and the Seller will be liable to the Buyer for any excess costs for those supplies or services. The Seller shall protect and preserve property in its possession in which the Buyer or Customer has an interest. The Buyer shall pay the Seller for completed supplies delivered and accepted. The Buyer and Seller shall agree on the amount of payment for materials delivered and accepted and for the protection and preservation of property. Failure to agree will be a dispute. The Buyer may withhold from these amounts any sum the Buyer determines to be necessary to protect the Buyer against loss. If, after termination, it is judicially determined that the Seller was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Buyer.

STOP WORK ORDER

Buyer may at any time, by written order, require Seller to stop all or any part of the work called for by this Purchase Order for a period of up to ninety (90) days and for any further period to which the Parties may agree. Upon receipt of such an order, Seller shall comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. After the stop work order is cancelled, Seller shall resume work. An adjustment in the delivery schedule and/or price shall be made if the stop work order reasonably and directly results in an increase in the time and/or cost required for performance, provided, however, that if such work stoppage arises from a stop work direction given by Buyer's client, then Seller will only be entitled to an adjustment in the delivery schedule and/or price to the extent that Buyer is able to obtain an equitable adjustment in time and/or price from Buyer's client as a result of such work stoppage.

FORCE MAJEURE

Neither Buyer nor Seller shall be liable for any failure to perform under this Purchase Order if such failure is due to events which are beyond the reasonable control and without the fault or negligence of such affected party, provided, however, that the Seller will only be entitled to an adjustment in the delivery schedule and/or price as a result of such a force majeure event to the extent that Buyer is able to obtain an equitable adjustment in time and/or price from Buyer's client as a result of such force majeure event. The following events, for illustrative purposes only and without limitation, shall constitute force majeure under this Purchase Order: (Acts of God or of a public enemy, Acts of Government, Fires, Floods, Epidemics, Quarantine restrictions, Strikes, Freight embargoes, Unusually severe weather, etc.) Each party shall give the other immediate written notice of any event that such party claims is a Force Majeure condition that would prevent the party from performing its obligations hereunder, and of the cessation of the condition. A party's notice under this Section shall include the party's good faith estimate of the likely duration of the Force Majeure condition.

CERTIFICATIONS AND REPRESENTATIONS

By acceptance of this Purchase Order, either in writing or by performance, Seller certifies that as of the date of award of this Purchase Order neither Seller, nor any of Seller's principals, is debarred, suspended, or proposed for debarment by the US Government or any State Government. Further, Seller shall provide immediate written notice to the Buyer in the event that during the performance of this Purchase Order the Seller or any of Seller's principals are debarred, suspended, or proposed for debarment by any Federal or State Government entity. Furthermore, Seller certifies that it shall promptly disclose to Buyer in writing should it be any change in status with respect to the matters covered by and of the representations and certifications submitted by Seller to Buyer. Seller certifies to the best



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of its knowledge and belief that Seller has not paid or will pay Federal Government appropriated funds to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this Purchase Order. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the Seller with respect to this Purchase Order, the Seller shall complete and submit OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The Seller need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made. Seller also certifies that its employees are properly trained and that it maintains evidence of applicable employee certifications and other qualifications.

EQUAL OPPORTUNITY

Buyer is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

ENTIRE AGREEMENT

This Purchase Order, together with all attachments hereto and all documents incorporated herein by reference, and all written modifications hereto, constitutes the entire agreement between Buyer and Seller with regard to the goods and services to be provided or performed herein. There are no terms, conditions, or provisions, whether oral or written, between the parties hereto, other than those herein contained. This Purchase Order supersedes any and all other oral or written representations, inducements, or understandings of any kind or nature between the parties with regard to the items purchased hereunder.

U.S. GOVERNMENT CLAUSES

Certain clauses from the Federal Acquisition Regulation (FAR) and, if this Purchase Order is issued under a Department of Defense prime contract, the Department of Defense FAR Supplement (DFARS) are required for inclusion in this Purchase Order. Without limiting the Purchase Order provisions, the FAR and DFARS clauses referenced below are incorporated by reference into this Purchase Order, on a "back-to-back" basis, with the same force and effect as though set forth in full text. All such FAR and DFARS clauses may be reviewed in full text at <http://www.acquisition.gov/>. The flow down of the following FAR and/or DFARS provisions shall be interpreted to apply vis-à-vis Buyer and Seller in the same manner that the US Government's rights apply vis-à-vis the US Government and Buyer, with the following meaning given to the terms in the below FAR/DFARS clauses (unless the meanings assigned to such terms would render the FAR/DFARS clause vis-à-vis Buyer and Seller to be meaningless, in which case, the FAR/DFARS clause at issue shall be interpreted by Buyer (in its reasonable discretion) so as to carry out the intent of the clause vis-a-vie Seller, which interpretation shall be binding on the parties): the term "Contract" means this Purchase Order, the terms "Contractor" or "Subcontractor" mean Seller, and the terms "Government" and "Contracting Officer" mean Buyer. Notwithstanding the preceding, nothing herein shall give, or be construed to give, Buyer the right of audit, inspection, or access, to or of Seller's facilities, or books, records, documents and data relating to Supplier pricing or performance. Furthermore, the terms "Government" and "Contracting Officer" do not change their meaning when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or his duly authorized representative. If any FAR or DFARS clause incorporated herein refers specifically to another FAR, DFARS, or other provision as governing Purchase Order arrangements under the prime contract, then such other provision also is incorporated herein by reference and Seller and all lower-tier subcontractors shall comply with its terms. If DFARS 252.204-7012 applies to this Purchase Order (see table below), Seller shall: (i) Notify Buyer (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and (ii) Provide the incident report number, automatically assigned by DoD, to the Buyer (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause. The effective date of each clause is the date in the most recent version of the FAR and DFARS as of the Purchase Order date.

Clause	Title
52.203-13	Contractor Code of Business Ethics and Conduct. <i>NOTE: Only applies to Purchase Orders over \$5.5 million</i>
52.203-15	Whistleblower Protections Under the American Recovery
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
52.204-21	Basic Safeguarding of Covered Contractor Information Systems. <i>NOTE: Does not apply to Purchase Orders for commercially available off-the-shelf-items ("COTS") defined in FAR Part 2.1</i>
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
52.219-8	Utilization of Small Business Concerns. <i>NOTE: Applicable to any Purchase Order greater than \$250,000.</i>
52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity
52.222-35	Equal Opportunity for Veterans. <i>NOTE: Applicable to any Purchase Order of \$150,000 or more.</i>
52.222-36	Equal Opportunity for Workers with Disabilities. <i>NOTE: Applicable to any Purchase Order of \$250,000 or more.</i>
52.222-37	Employments Reports on Veterans. <i>NOTE: Applicable to any Purchase Order of \$150,000 or more.</i>
52.222-40	Notification of Employee Rights Under the National Labor Relations Act
52.222-50	Combating Trafficking in Persons. <i>NOTE: Paragraph (h) applies only if any portion of the Purchase Order is for supplies, other than COTS, acquired outside the United States, or services to be performed outside the United States; and has an estimated value that exceeds \$550,000.</i>
52.222-50	Combating Trafficking in Persons (Alternate I)
52.222-55	Minimum Wages under Executive Order 13658
52.222-62	Paid Sick Leave Under Executive Order 13706
52.224-3	Privacy Training
52.224-3	Privacy Training (Alternate I)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.244-6	Subcontracts for Commercial Items
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. <i>NOTE: Only applies if performance will involve covered defense information as defined in the clause.</i>
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals. <i>NOTE: Paragraphs (d) and (e)(1) excluded and reserved.</i>
252.227-7015	Technical Data—Commercial Items
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DOD Contracts)
252.246-7003	Notification of Potential Safety Issues
252.246-7008	Sources of Electronic Parts
252.247-7023	Transportation of Supplies by Sea—Basic