M1 Support Services, LP GENERAL TERMS and CONDITIONS For Federal Services and Supply Contracts

This document, together with the attachments appended hereto, constitutes the entire Terms and Conditions for the Subcontract or Purchase Order (Order) between **M1 Support Services, LP** (**Buyer**) and **Seller**.

1. Acceptance.

Acceptance of this Order by Seller may be made by signing the acknowledgment copy hereof or by partial or full performance hereunder, and any such acceptance shall constitute an unqualified agreement to all terms and conditions set forth herein unless otherwise modified in writing by the parties. Any additions, deletions, modifications, or waivers in these terms proposed by Seller are hereby rejected and void, unless Buyer agrees otherwise in writing. Seller shall perform in accordance with the Description/Quantity/Price schedule set forth in this Order and all attachments thereto.

2. Price.

The prices established by this Order are firm fixed prices unless otherwise stated in the Description/Quantity/Price schedule set forth in this Order. Seller warrants that any unit prices charged herein do not exceed the unit prices charged by Seller to other customers in substantially similar transactions.

3. Schedule and Delivery / Notice of Delay.

Seller shall strictly adhere to all Order schedules. Time is and shall remain of the essence in the performance of this Order. Seller shall notify Buyer in writing immediately of any actual or potential delay to the performance of this Order. Such notice shall include a proposed revised schedule and shall not constitute a waiver to Buyer's rights and remedies hereunder.

4. New Materials; Packaging, Shipping, Markings.

(a) All goods to be delivered hereunder shall consist of new materials;

(b) Seller shall prepare and package the goods to prevent damage or deterioration and shall use best commercial practice for packing and packaging of items to be delivered under this Subcontract, unless otherwise specified in the Subcontract;

(c) Unless otherwise stated in the Subcontract, F.O.B. point shall be Destination (Incoterms 2010 DDP for International transactions);

(d) For Subcontractors, Contract Manufacturers, and Authorized Distributors - Only new and authentic materials are to be used in products delivered to Buyer. No counterfeit or suspect counterfeit parts are to be contained within the delivered product. Parts shall be purchased directly from the OCMs/OEMs, their Authorized Distributor and/or any supplier that can provide traceability back to the OEM.

Documentation must be available that authenticates traceability to the applicable OCM/OEM.

Independent Distributors (Brokers) shall not be used without written consent from Buyer.

(e) Every article of foreign origin shall be marked in a conspicuous place as legible, indelibly, and permanently as the nature of the article will permit in such manner as to indicate to the ultimate purchaser the English name of the country or origin of the article.

5. Inspection and Acceptance.

(a) Buyer's final acceptance of services and supplies under the Order is subject to Buyer's inspection within thirty (30) days after receipt at Buyer's facility, Buyer's Customer facility, or such other place

as may be designated by Buyer, notwithstanding any payment or prior test or inspection. (b) Seller and its suppliers shall establish and maintain a quality control and inspection program as specified in the Order. Subject to applicable national security regulations, Buyer and Buyer's Customer shall have the right of access, on a non-interference basis, to any area of Seller's or Seller's supply chain sub-tier premises where any part of the work is being performed. Seller shall flow this requirement down to its sub tier supply chain suppliers as a condition of this Order. Seller shall, without additional costs to Buyer, provide all reasonable in-plant accommodations, facilities, and assistance for the safety and convenience of the Buyer and the Buyer's representatives in the performance of their duties.

(c) Seller shall keep and maintain inspection, test, and related records, which shall be available to Buyer or Buyer's representative. Seller shall allow copies to be made and shall furnish all information required by the Buyer or Buyer's Customer.

6. Services Warranty.

(a) Seller warrants that the services and supplies provided hereunder shall conform with the requirements of this Order and to high professional industry standards reasonably expected for the type of services and supplies provided. Seller further warrants that it will maintain sufficient trained personnel to promptly and efficiently execute the services contemplated under this Order.
(b) These warranty entitlements shall inure to the benefit of both Buyer and Buyer's customer. As used in this Order, Buyer's customer(s) shall include its direct and indirect customers such as direct sale end- users, higher-tier subcontractors, prime contractors and the ultimate user under relevant prime contract(s).

(c) Seller shall be liable for and save Buyer harmless from any loss, damage, or expense that Buyer may suffer from breach of any of these warranties. Remedies shall be at Buyer's election, including, but not limited to, either the prompt correction of the defective services or supplies at no cost or reimbursement of the amounts paid for such services or supplies. Services or supplies required to be corrected, repaired, or replaced shall be subject to this Warranty section and the Inspection section of this Order in the same manner and to the same extent as services originally performed under this Order, but only as to the corrected service thereof. Seller shall promptly comply with Buyer's direction to successfully correct the defective or nonconforming services or supplies.

7. Payment, Taxes, and Duties.

(a) Unless otherwise provided, terms of payment shall be net thirty (30) days from Buyer's receipt of Seller's complete, accurate, and proper invoice (as defined in the Order).

(b) 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, to include overpayments. Seller shall promptly notify Buyer of any such overpayments found by Seller.

(c) Buyer shall have a right to recoup or setoff, as the case may be, against payments due or at issue under this Order or any other subcontract or Order between the parties.

(d) Payment shall be deemed to have been made as of the date of mailing Buyer's payment or electronic funds transfer.

(e) 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. Prices shall not include any taxes, impositions, charges or exactions for which Buyer has furnished a valid exemption certificate or other evidence of exemption.

(f) Payment will be in United States dollars unless otherwise agreed to by specific reference in this Order.

8. Changes.

(a) By written order, Buyer may from time to time direct changes for: (i) technical requirements; (ii) place of delivery, inspection, or acceptance; (iii) reasonable adjustments in quantities, delivery

schedules, or both; (iv) amount of Buyer–furnished property; (v) time of performance; (vi) place of performance; and, (vii) Terms and conditions of this Order required to meet Buyer's obligations under Buyer's Government prime contract or subcontract.

(b) If any such change causes an increase or decrease in the price or in the time required for its performance, Seller shall promptly notify Buyer thereof and assert its claim for equitable adjustment within twenty (20) days after the change is ordered, and an equitable adjustment may be made. However, nothing in this provision shall excuse Seller from proceeding immediately with the directed change(s). Changes shall not be binding upon Buyer except when specifically confirmed in a written Order or Change Order. Only the Buyer Procurement Representative has authority on behalf of Buyer to make changes to this Order.

9. Force Majeure.

The following events, and only the following events, shall constitute force majeure under this Order: (a) acts of God or of a public enemy; (b) acts of Government; (c) fires; (d) floods; (e) epidemics; (f) quarantine restrictions; (g) strikes; (h) freight embargoes; and, (i) unusually severe weather. In each case, the failure to perform must be entirely beyond the control and without the fault or negligence of the Seller. Each party shall give the other immediate 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.

10. Termination for Convenience.

(a) Buyer may, by written notice, direct Seller to terminate work under this Order in whole or in part, at any time, and such termination shall not constitute default. In such event, Buyer shall have all rights and obligations accruing to it either at law or in equity, including Buyer's rights to title and possession of the services, supplies, and any associated goods and materials paid for. Buyer may take immediate possession of all work so performed upon notice of termination.

(b) Seller shall immediately stop work and limit costs incurred on the terminated work.

(c) Upon termination for convenience, Buyer, after deducting any amount(s) previously paid, shall reimburse Seller for the actual, reasonable, substantiated, and allowable costs with the total amount to be paid by the Buyer being determined by negotiation and shall not exceed the value of the Order.

11. Termination for Default.

(a) Buyer may, by written Notice of Default to Seller, terminate this Order in whole or in part if the Seller fails to: (i) timely perform or deliver the services or supplies as specified in this Order or any extension thereof; (ii) make progress, so as to endanger performance of this Order; or, (iii) satisfactory perform any of the other provisions of this Order.

(b) Buyer may require Seller to transfer title and deliver to Buyer, in the manner and to the extent directed by Buyer, any partially completed services, supplies, and related goods and/or materials that Seller has acquired for the performance of this Order, including the assignment to Buyer of Seller's lower tire subcontracts or orders. Seller further agrees to protect and preserve property in the possession of Seller in which Buyer has an interest. Payment for completed services and supplies by Seller and accepted by Buyer shall be at the Order price. Payment for unfinished services and supplies, which have been delivered to and accepted by Buyer and for the protection and preservation of property, shall be at a price determined in the same manner as provided in the Termination for Convenience provision hereof except that Seller shall not be entitled to profit. Buyer may withhold from Seller monies otherwise due Seller for completed services and supplies in such amounts as Buyer determines necessary to protect Buyer against loss due to outstanding liens or claims against said services or supplies.

(c) Seller shall promptly notify Buyer if Seller is the subject of any petition in bankruptcy. In the event of Seller's bankruptcy, Buyer may require Seller to post such financial assurance, as Buyer, in its sole

discretion, deems necessary. Failure to post such financial assurance upon ten (10) days written notice shall constitute a default under this Order. The rights and remedies of Buyer in this clause are in addition to any other rights and remedies provided by law or under this Order.

(d) If Seller is terminated for default pursuant to this clause, Seller is liable to the Buyer for any excess repurchase costs incurred in acquiring services or supplies similar to those terminated for default, and for any other damages, whether or not repurchase is affected.

12. Compliance with Law.

(a) The provisions of this Order shall be interpreted in accordance with the laws of the State of Texas without regard to its conflict of law provisions, except that any provision in this Order that is (i) incorporated in full text or by reference from the Federal Acquisition Regulations (FAR); (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. All disputes arising out of or related to this Order will be subject to the exclusive jurisdiction and venue of the state and federal courts located in State of Texas and the Parties hereby consent to such jurisdiction and venue.

(b) (1) Seller, in the performance of this Order, shall comply with all applicable local, state, and federal laws, orders, rules, regulations, ordinances, guidelines, directives, FAA, DOT and other transportation regulations and Hazard Communication Standards promulgated pursuant to the Occupational Health and Safety Act. Seller shall procure all licenses / permits, pay all fees, and other required charges. Any necessary Export licenses, unless otherwise specified in the Order, will be obtained by Buyer with the cooperation of Seller.

(2) If: (i) Buyer's contract price or fee is reduced; (ii) Buyer's costs are determined to be unallowable; (iii) any fines, penalties, withholdings, or interest are assessed on Buyer; or (iv) Buyer incurs any other costs or damages 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, Buyer may proceed as provided for in (3) below.

(3) Upon the occurrence of any of the circumstances, other than withholdings, identified in paragraph (2) above, Buyer may make a reduction of corresponding amounts (in whole or in part) in the price of this Order and/or may demand payment (in whole or in part) of the corresponding amounts. Seller shall promptly pay amounts so demanded. In the case of withholding(s), Buyer may withhold the same amount from Seller under this Order.

(c) Export Control and Compliance. Seller shall control the dissemination of and access to technical data, information and other items received under this Order in accordance with U.S. export control laws and regulations. If this Order involves the delivery of products, software, technical data, or services (which includes design, assembly, testing, repair, maintenance or modification to Buyer or Buyer Customer products or technologies) subject to United States export control laws and regulations, Seller shall comply with all applicable U.S. export and re-export control laws and regulations (and any local government export regulations), including registration with the Department of State, Directorate of Defense Trade Controls (DDTC) in accordance with ITAR 22 C.F.R 122, if required.

(d) Seller shall: (i) comply with the requirements of the Foreign Corrupt Practices Act, as amended, (FCPA) (15 U.S.C. §§78dd-1, et. seq.), regardless of whether Seller is within the jurisdiction of the United States; (ii) neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value to a non-U.S. public official or any person in violation of the FCPA and/or in violation of any applicable country laws relating to anti-corruption or anti-bribery; and, (iii) Seller hereby agrees not to interact with any government official, political party or public international organization on behalf of Buyer without the prior written permission of the Buyer's Procurement Representative.

(e) Seller's failure to comply with the entirety of this Article shall be immediate cause for default.

13. Standards of Business Ethics and Conduct.

Buyer will conduct its business fairly, impartially, and in an ethical and proper manner. Seller shall conduct its business fairly, impartially, and in an ethical and proper manner consistent with Buyer's Code of Ethics or Seller's Code of Ethics if consistent with current U.S Government contract requirements and the terms of Buyer's Code of Ethics. Seller shall not engage in any personal, business, or investment activity that may be defined as a conflict of interest, whether real or perceived. If Seller has cause to believe that Buyer or any employee or agent of Buyer has behaved improperly or unethically under this Order, Seller is encouraged to exert reasonable effort to report such behavior when warranted.

14. Intellectual Property.

(a) Any work, writing, idea, discovery, improvement, invention (whether patentable or not), trade secret, or intellectual property of any kind first made or conceived by Seller in the performance of this Order or which is derived from the use of information supplied by Buyer shall be the exclusive property of the Buyer. Seller shall disclose promptly all such works, writings, ideas, discoveries, improvements, inventions, trade secrets or intellectual property to Buyer, and shall execute all necessary documents to perfect Buyer's title thereto and to obtain and maintain effective protection thereof. Any work produced under this Order is to be deemed a work-for-hire to the extent permitted by law, and, to the extent not so permitted, shall be assigned to, and shall be, the exclusive property of, the Buyer.

(b) Seller hereby grants to Buyer, and to Buyer's subcontractors and customers, in connection with the use, offer for sale, or sale of products provided to or work being performed for Buyer, an irrevocable, non-exclusive, paid-up worldwide license under any and all intellectual property (whether domestic or foreign), including patents, copyrights, industrial designs and/or mask works owned or controlled by Seller at any time or licensed to Seller, provided such a sublicense does not conflict with any provisions of the license to the Seller.

(c) Seller hereby grants to Buyer, and to Buyer's subcontractors and customers, a perpetual, nonexclusive, paid-up worldwide license to reproduce, distribute copies of, perform publicly, display publicly, or make derivative works from any software included in or provided with services or supplies under this Order (Software Documentation) as reasonably required by Buyer in connection with Buyer's testing or use of the services or supplies.

15. Proprietary Information and Rights.

(a) Subject to 14(d) and Article 13, Intellectual Property, the Parties shall only share Proprietary Information under this Order pursuant to the terms of this Order and any existing Proprietary Information Agreement (PIA) incorporated into the Order;

(b) Unless otherwise agreed to in a subsequent writing or expressly set forth in this Order and subject to Article 14(d), all specifications, information, data, drawings, software, and other items supplied to Buyer shall be disclosed to Buyer without any restrictive rights on a non-proprietary basis;
(c) Unless otherwise agreed to in a subsequent writing or expressly set forth in this Order and subject to Article 14(d), all specifications, information, data, drawings, software, and other items which are: (i) supplied to Seller by Buyer; or, (ii) paid for by Buyer during the performance of this Order shall be

treated as proprietary to Buyer and shall not be disclosed to any third party without Buyer's express written consent. Seller agrees not to use any such furnished information except to perform this Order; and,

Applicable U.S. Government Procurement Regulations incorporated into this Order shall take precedence over any conflicting provision of this Article 14 to the extent that such regulations so require. The incorporation by reference of such regulations dealing with Seller's rights in Technical Data, subject inventions, copyrights, software, and similar intellectual property are not intended to, and

shall not, unless otherwise required by applicable law, obviate or modify any greater rights which Seller may have previously granted to Buyer pursuant to prior agreements between the parties.

16. Indemnification.

(a) Seller shall indemnify, hold harmless, and at Buyer's request, defend Buyer, its officers, directors, customers, agents and employees, against all claims, liabilities, damages, losses and expenses, including attorneys' fees and costs of suit arising out of or in any way connected with Sellers performance of services or delivery of supplies under this Order, including, without limitation: (i) the breach of any Seller warranty contained herein; (ii) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated clean-up costs; (iii) Seller failing to satisfy the Internal Revenue Service's guidelines for an independent contractor; (iv) any claim based on the negligence, omissions, or willful misconduct of Seller or any of Seller's agents, subcontractors, employees or anyone acting on behalf of Seller; (v) any claim by a third party against Buyer alleging that the services, supplies, or associated processes or products (including but not limited to software) provided by Seller under this Order infringe a patent, copyright, trademark, trade secret, or other proprietary right of a third party, whether such are provided alone or in combination with other services or products, software or processes; and (vi) any claims by Buyer's customer of false claims, incorrect invoices, or defective cost or pricing information (whether civil or criminal in nature) pertaining to Seller under this Order, including any associated costs, penalties, fines, and legal and attorneys' fees. Seller shall not settle any such suit or claim covered by this indemnification provision without Buyer's prior written approval. Seller agrees to pay or reimburse all costs that may be incurred by Buyer in enforcing this indemnity, including attorneys' fees. (b) Should Buyer's use, or use by its distributors, subcontractors or customers, of any services, supplies, processes, or products purchased from Seller be limited or enjoined, be threatened by injunction, or be the subject of any legal proceeding, Seller shall, at its sole cost and expense, either: (i) substitute fully equivalent non-infringing; (ii) modify the enjoined service or item so that they no longer infringe but remain fully equivalent in functionality; (iii) obtain for Buyer, its distributors, subcontractors, or customers the right to continue using the limited or enjoined service or item; or, (iv) if none of the foregoing is possible, refund all amounts paid for the infringing service or item.

(c) Seller shall without limitation as to time defend, indemnify, and hold Buyer harmless from all liens which may be asserted against services or items covered hereunder, including without limitation mechanic's liens or claims arising under Workers' Compensation or Occupational Disease laws and from all claims for injury to persons or property arising out of or related to such services or items unless the same are caused solely and directly by Buyer's negligence or the negligence of Buyer's agents, subcontractors, suppliers, or customers.

(d) Seller shall without limitation as to time, defend, indemnify and hold Buyer harmless from all Workers' Compensation or Occupational Disease laws claims for bodily injury including death to employees of the seller brought forth by the Seller's employees and/or their family arising out of or in connection with this Order.

17. Furnished Items.

(a) All supplies, materials, and other products or property supplied to or paid for by Buyer under this Order shall be and remain the property of Buyer or Buyer's customer; and if Seller fails to return such items upon Buyer's demand, Buyer shall have the right, upon reasonable notice, to enter Seller's premises or space and remove any such items at any time without being liable for trespasses or damages of any sort.

(b) All such items shall be used only in the performance of work under this Order unless Buyer consents otherwise in writing.

(c) Seller shall have the obligation to maintain any and all items or property furnished by Buyer or Buyer's customer to Seller and all property to which Buyer acquires an interest by this Order and shall be responsible for all loss or damage to said items or property except for normal wear and tear. Seller's responsibility for loss or damage to said items or property under U.S. Government contracts shall be determined in accordance with FAR Part 52.245-1 or FAR Part 52.245-1 Alternate I, as applicable. (d) Upon request, Seller shall provide Buyer with adequate proof of insurance against such risk of loss or damage.

(e) Seller shall clearly mark, maintain an inventory, and keep segregated or identifiable all of Buyer's and Buyer's customer's property. At Buyer's or Buyer's customer's request, and/or upon completion of this Order, Seller shall submit, in an acceptable form, inventory lists of furnished items or property hereunder and shall deliver or make such other disposal as may be directed by Buyer.

18. Quality.

(a) Where required in the Order or by Buyer's customer, Seller shall maintain a quality management system that is approved by FAA, European Aviation Safety Agency (EASA) or ISO9001/AS9100, or which is acceptable and appropriate for the services, supplies, or items provided hereunder and shall comply with general industry standards.

(b) Seller personnel must have proper training for the jobs they are performing that meet the Aerospace Quality standards or other applicable industry standards.

(c) Where Seller provides aircraft maintenance, inspection, or testing functions, Seller certifies hereunder that it and its personnel and subcontractors satisfy and maintain all applicable requirements set forth by FAA and EASA to perform these functions, including FAA approved drug program, quality management system, etc.

(d) Corrective Action. Seller must have and maintain a system to address Corrective Actions. Such function should be performed by an individual knowledgeable in the area or process that caused the deficiency, and who can conduct a failure analysis to identify the cause of the problem and to propose and implement a solution, verified by Buyer and Buyer's customer to ensure deficiency is resolved. Seller's Corrective Action responses shall be conducted within the time directed by Buyer or Buyer's customer. Unusual circumstances that require additional time to resolve should be arranged in advance by Seller through Buyer's quality department. Breach of this provision can result in termination of this Order.

19. Insurance.

If this Order is for the performance of services on Buyer's or Buyer's customer's premises, or, Seller utilizes their own vehicles in performance of services hereunder on Buyer's or Buyer's customer facilities, Seller shall maintain the following insurance in at least the minimum amounts stated herein. Seller shall also maintain, and Seller shall cause its subcontractors to maintain, such general liability, property damage, employers' liability, and worker's compensation insurance, professional errors and omissions insurance, motor vehicle liability (personal injury and property damage) insurance and aviation liability as are maintained in their normal and ordinary course of business. Upon request by the Buyer, Seller shall provide certificates of insurance evidencing limits of not less than the following:

1. Commercial General Liability \$5,000,000 combined single limit per occurrence (including products/completed operations and contractual liability coverage).

2. Workers' Compensation Statutory for the jurisdiction where the work is to be performed, including Federal Acts if applicable Employers' Liability, \$1,000,000 each person/accident. In states where Workers' Compensation insurance is a monopolistic state-run system (e.g., Ohio, Washington, North Dakota, and Wyoming), Seller shall add Stop Gap Employers' Liability with limits not less than \$500,000 for each accident or disease. To the extent that any work to be performed is subject to the Jones Act, the Longshore and Harbor Workers' Compensation Act, or the Defense Base Act, the Workers' Compensation policy must be endorsed to cover such liability under such Act. 3. Automobile Liability \$5,000,000 combined single limit per accident.

Some or all of the following additional insurance coverages may be required, depending upon the nature of the work to be performed. These additional insurance requirements if any will be identified in the Buyer's Order.

If Applicable:

A. Professional Liability \$5,000,000 per claim:

1. Internet Liability and Network Protection (Cyber-risk) insurance with limits of at least \$2,500,000 for each claim or wrongful act.

Media Liability insurance with limits of at least \$2,500,000 for each claim or wrongful act.
 Aviation Liability including products \$50,000,000 per occurrence (including aircraft products and completed operations and War, Hijacking and other perils (AVN 52D).

C. Hangar-keepers' Liability \$50,000,000 per occurrence.

D. All Risk Property Insurance Replacement Value (covering property of Buyer or Buyer's customer in the care, custody or control of Seller and include Buyer as Loss Payee.

E. Fidelity or Crime insurance covering employee dishonesty, including but not limited to dishonest acts of Seller, its employees, agents, subcontractors, and anyone under Seller's supervision or control. The Seller shall be liable for money, securities or other property of Buyer. Seller shall include a client coverage endorsement written for limits of at least \$1,000,000 and shall include Buyer as Loss Payee.

F. Environmental Insurance (Contractor's Pollution Liability) with limits of at least \$5,000,000 each occurrence, claim, or wrongful act and \$10,000,000 aggregate. The policy must include Buyer, its affiliates, and their directors, officers, and employees as Additional Named Insured's. Seller shall provide a copy of the Additional Insured endorsement to Buyer. If required within the scope of Seller's work to be performed, the insurance required herein cannot exclude coverage for bodily injury, property damage, pollution or environmental harm resulting from or arising out of the work to be performed, asbestos, lead or silica-related claims, claims arising out of microbial matter or bacteria, testing, monitoring, measuring operations or laboratory analyses, or liability arising out of the operation of a treatment facility. The policy must contain a separation of insured's clause. If a motor vehicle is used in connection with the work to be performed, the Business Automobile Liability policy will include coverage at least as broad as Insurance Services Office (ISO) CA 99 48 and be endorsed to include Motor Carrier Act endorsement MCS 90.

G. Pollution Legal Liability with limits of at least \$3,000,000 each occurrence, claim, or wrongful act and

\$6,000,000 aggregate. The above limits may be satisfied by any combination of both primary and excess limits. Seller shall arrange a waiver of subrogation for the above and with the exception of Workmen's Comp, Aviation Liability, Hangar-keeper's Liability, All Risk Property, & Fidelity or Crime shall name Buyer as an additional insured under each of the above policies and shall provide to Buyer, within fifteen (15) days of Buyer issuance of this Order, a Certificate of Insurance evidencing compliance with this section The Seller shall notify Buyer when cancellation or any material change in the policies adversely affects the interests of the Buyer in such insurance and such changes shall not become effective until thirty (30) days after written notice is provided to the Buyer.

20. Release of Information.

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

21. Disputes.

All disputes under this Order that are not disposed of by mutual agreement may be decided by recourse to an action at law or in equity. Pending final resolution of a dispute hereunder, Seller shall proceed diligently with the performance of this Order and in accordance with all the terms and conditions

contained herein and with the Buyer's direction thereof. Buyer and Seller shall each bear its own costs of processing any dispute hereunder. In no event shall the Seller acquire any direct claim or direct course of action against the United States Government.

22. Assignments, Subcontracting, Organizational Changes.

(a) Neither this Order nor any interest herein nor claim hereunder may be transferred, novated, assigned or delegated by Seller; nor may all or substantially all of this Order be further subcontracted by Seller without the prior written consent of Buyer. Lack of consent shall not be deemed as a waiver or otherwise relieve Seller of its obligations to comply fully with the requirements hereof.
(b) Notwithstanding the above, Seller may, without Buyer's consent, assign moneys due or to become due hereunder provided Buyer continues to have the right to exercise any and all of its rights hereunder, settle any and all claims arising out of, and enter into amendments to the Order without notice to or consent of the assignee. Buyer shall be given prompt notice of any assignment. Amounts so assigned shall continue to be subject to any of Buyer's rights to set-off or recoupment under this Order or at law.
(c) Buyer may assign this Order to any successor in interest.

(d) Seller shall promptly notify Buyer in writing of any organizational changes made by Seller, including name or ownership changes, mergers or acquisitions.

23. Government Contracts.

For each Order awarded in support of and charged to a U.S. Government Contract, the provisions found in Supplement 1 - U.S. Government Contract Provisions from the FAR and Supplement 2 - U.S. Government Contract Provisions from the DFARS shall apply along with any other applicable and mandatory flow-downs required by the FAR or DFARS or any other federally published supplement. All such appended FAR, DFARS, or other clauses are incorporated by reference as if set forth at length herein. Seller agrees that all such clauses that under applicable law must flow-down to lower tier subcontractors of Buyer shall so flow-down to Seller's subcontractors.

24. Order of Precedence.

In the event of a conflict between these Terms and Conditions and other portions of the Order, the order of precedence shall be: (a) specific content on the face of Buyer's Purchase Order and/or Task Order, including specifically referenced FAR and DFARS clauses and any other agency supplemental clauses that are noted on the face of the Purchase Order and/or Task Order; (b) these General Terms and Conditions for Federal Services and Supply Contracts and supplements thereto, including FAR and DFARS Supplements; (c) any other provisions set forth in the Buyer's Order documents, including any terms and conditions stated or referenced therein; (d) the Statement of Work; and, (e) Specifications attached hereto or incorporated by reference.

25. Independent Contractor Status.

Seller is, and shall remain, an independent contractor in all respects during the performance of this Order.

26. Communication with Buyer's Customer.

Buyer shall be solely responsible for any and all communication with Buyer's customer regarding any and all services or supplies under this Order.

27. Conflict of Interest.

It is understood and agreed that the Seller, under the terms and through the performance of this Order, is neither obligated nor expected to deliver or provide material or perform work, which will place the Seller in an Organizational Conflict of Interest (OCI), which could serve as a basis for excluding the Seller from supplying products or services to the U.S. Government customer. It will be the Seller's

responsibility to identify any situation in which the potential for an OCI exists and to provide written notification to Buyer. Failure to provide such notice will be considered a breach of this Order.

28. Debarment of Seller.

If Order is under a U.S. Government contract, and Seller (or any of its subcontractors) is debarred by the U.S. Government during the Order, **Buyer** has the right to immediately cancel this Order without liability of any kind to Buyer. It is Seller's responsibility to determine if its subcontractors meet the requirements of this paragraph.

29. Audit Rights.

Buyer reserves the right to audit Seller's records to assure compliance with the terms of this Order. Seller shall make available all data reasonably requested by Buyer and/or Buyer's Representative.

30. Seller Business Systems.

"Seller Business Systems" as used in this clause means Seller's material management and accounting system, cost estimating system, accounting system, earned value management system, property management system, and purchasing system. When Seller's Business Systems are reviewed and approved by a Government agency, Seller shall provide prompt notice to Buyer whenever there is a material change in the status of the Government's approval or determination of adequacy of any of Seller's Business Systems. Should the Government observe a deficiency in Seller's Business Systems and if any of those systems produces data that is integral to the output of the Buyer, acting in its role as a prime to the Government or to another prime contractor, which may result in the Seller's and/or Buyer's Business Systems being disapproved, Seller shall be liable for and save Buyer harmless from any loss, damage, or expense whatsoever that Buyer may suffer.

31. Electronic Transmissions.

(a) The parties agree that if this Order is transmitted electronically, neither party shall contest its validity, or any acknowledgment thereof, on the basis that this Order or acknowledgment contains an electronic signature.

(b) Seller shall, at Buyer's request and Seller's expense, send and receive business transactions by electronic means using web-based technologies. Such web-based technologies for electronic transmissions may include a) email and (b) the internet directly between Buyer and Seller.

32. Standards on Combatting Human Trafficking in the Supply Chain.

(a) Consistent with Buyer's commitment to excellence and corporate social responsibility, Buyer supports the eradication of human trafficking and slavery in supply chains around the world, including in our own. Buyer sets forth the following standards that its sellers shall meet in order to do business with Buyer:
Seller that provides services, supplies, or goods to Buyer shall operate in full compliance with the laws of their respective countries and with all other applicable laws, rules and regulations.

- Seller shall employ only workers who meet the applicable minimum legal age requirement for employment in the country or countries in which they are doing business.

- Seller shall not employ any prison, indentured or forced labor.

- Seller shall comply with all applicable laws, regulations, and industry standards on working hours and working conditions.

- Seller shall certify that materials incorporated into any goods provided to Buyer comply with the laws regarding slavery and human trafficking of the country or countries in which Seller is doing business.

(b) If Buyer determines that Seller has violated these standards, Buyer may, in its discretion, either terminate this Order and/or require Seller to implement a corrective action plan as a condition of future business.

33. Liens.

Seller shall keep its work and all services, supplies, and related goods provided by it hereunder and Buyer premises free and clear of all liens and encumbrances, including mechanic's liens, in any way arising from performance of this Order by Seller or by any of its vendors or subcontractors. Seller may be required by Buyer to provide a satisfactory release of liens as a condition of final payment.

34. Severability.

Each clause, paragraph, and subparagraph of this Order is severable, and if one or more of them are declared invalid, the remaining provisions of this Order will remain in full force and effect.

35. Survivability.

All of the provisions of this Order shall survive the termination (whether for convenience or default), suspension or completion of this Order unless they are clearly intended to apply only during the term of this Order.

36. Waivers.

Failure of the Buyer to enforce at any time, or from time to time, any provision of this Order or applicable law shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

37. Direction.

(a) Only the Buyer's Procurement Representative identified in this Order has authority on behalf of the Buyer to make changes to this Order. All amendments must be identified as such in writing and executed by the parties.

(b) The Buyer's engineering and technical personnel may from time to time render assistance or give technical advice or discuss or effect an exchange of information with Seller's personnel concerning the services, supplies, and related goods to be delivered 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.

(c) Except as otherwise provided herein, all notices to be furnished by Seller shall be in writing and sent to the Buyer Procurement Representative.

38. Cyber Security and Incident Reporting.

If DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, is applicable to purchase orders issued by Buyer, Seller shall be responsible for the following in addition to those requirements specified in the above DFARS clause:

(a) As defined therein, the Seller shall rapidly report Cyber incidents to the DoD at

http://dibnet.dod.mil and the Buyer, providing the requisite information required under the clause.(b) Without exception, any Cyber incident the Seller encounters shall be reported to Buyer within 24 hours.

(c) In the event of a data breach, Buyer shall be afforded unfettered access to certain technical information (e.g., logs, packet flow information, etc.). This information will be required to satisfy Buyer's customer information requests.

(d) Failure to provide these notices will be considered a material breach of this Order.

In further support of this requirement, should Buyer elect to utilize supplier checklists, representations or certifications of compliance, outside vendor verification, and/or onsite security audits, Seller shall support as required to meet the continuing needs of Buyer's customer.

39. Limitation of Liability.

IN NO EVENT SHALL THE BUYER BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, MULTIPLE OR PUNITIVE DAMAGES, OR ANY DAMAGE DEEMED TO BE OF AN INDIRECT OR CONSEQUENTIAL NATURE ARISING OUT OF OR RELATED TO ITS PERFORMANCE UNDER THE ORDER OR PRIME CONTRACT, WHETHER BASED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE AND WHETHER GROUNDED IN TORT. CONTRACT. CIVIL LAW OR OTHER THEORIES OF LIABILITY. INCLUDING STRICT LIABILITY. TO THE EXTENT THAT THIS LIMITATION OF LIABILITY CONFLICTS WITH ANY OTHER PROVISION(S) OF THIS ORDER, SAID PROVISION(S) SHALL BE REGARDED AS AMENDED TO WHATEVER EXTENT REQUIRED TO MAKE SUCH PROVISION(S) CONSISTENT WITH THIS PROVISION. IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF BUYER WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR THE PERFORMANCE OR BREACH OF THE ORDER OR ANYTHING DONE IN CONNECTION THEREWITH EXCEED THE ORDER PRICE. NOTWITHSTANDING ANYTHING ELSE IN THE ORDER TO THE CONTRARY. THE STATED MONETARY LIMITATION HEREINABOVE IS THE MAXIMUM LIABILITY BUYER HAS TO THE SELLER.

Section I – FAR and DFARS Clauses.

As required by the terms of the prime contract, or by operation of law or regulation, this Order incorporates the following FAR and DFARS clauses in effect as of the date of the prime contract, with the same force and effect as if they were given in full text. **The full text of clauses may be accessed electronically at:** https://www.acquisition.gov/browsefar https://www.acq.osd.mil/dpap/dars/dfarspgi/current/

In all such clauses, unless the context of the clause requires otherwise and except where further clarified or modified below, the term "Contractor" shall mean "Seller," the term "Subcontractor" shall mean "Seller's Subcontractor" the term "Contract" shall mean this "Order," and the terms "Government", "Contracting Officer", and equivalent phrases shall mean "Buyer" and "Buyer's Purchasing Representative", respectively. It is intended that the referenced clauses shall apply to Seller in such manner as is necessary to reflect the position of Seller as a subcontractor or supplier to Buyer, to insure Seller's obligations to Buyer and to the U. S. Government, and to enable Buyer to meet its obligations under its Prime Contract or Subcontract.

Referenced clauses may not be applicable to specific Sellers or Orders due to the type of Order to be issued, dollar thresholds under requirements of the FAR / DFARS, or socio-economic status of Seller. Likewise, where a right, act, authorization, or obligation can be granted or performed only by the Government, such clauses are inapplicable to this Order. Clauses not applicable for these reasons, shall be self-deleting and will be considered by all parties to be without force and effect.

With respect to any referenced, applicable clauses to this Order relating to rights in noncommercial technical data and noncommercial computer software and noncommercial computer software documentation, the Seller grants to Buyer the right to use, disclose, modify, combine, integrate or make derivative works of any noncommercial technical data, noncommercial computer software and/or noncommercial computer software documentation delivered under this Order to the extent necessary, and

for such period as is required, for Buyer to complete its performance under the Buyer's U.S. Government prime contract. Furthermore, the substitution of terms does not constitute Buyer's right to the Seller's proprietary data or intellectual property. Any such proprietary data or intellectual property will only be made available to the appropriate Government personnel upon request.

In the event of a conflict between these clauses and Buyer's applicable General Terms and Conditions, the FAR and DFARS provisions shall control. By Seller signing its offer certifies compliance with the following clauses.

FAR and DFARS CLAUSES INCORPORATE BY REFERENCE

52.202-1	Definitions.	NOV 2013
52.203-3	Gratuities.	APR 1984
52.203-5	Covenant Against Contingent Fees.	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	SEP 2006
52.203-7	Anti-Kickback Procedures.	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct.	OCT 2015
52.203-14	Display of Hotline Posters(s).	OCT 2015
52.203-16	Preventing Personal Conflicts of Interest.	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.	APR 2014
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements Or Statements.	JAN 2017
52.204-2	Security Requirements.	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper.	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel.	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	OCT 2015
52.204-13	System for Award Management Maintenance.	JUL 2013
52.204-18	Commercial and Government Entity Code Maintenance.	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems.	JUN 2016
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment.	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters.	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations.	NOV 2015
52.210-1	Market Research.	APR 2011
52.211-5	Material Requirements.	AUG 2000
52.215-2	Audit and Records—Negotiation.	OCT 2010
52.215-8	Order of PrecedenceUniform Contract Format.	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data.	AUG 2011

52.215-12	Subcontractor Certified Cost or Pricing Data.	OCT 2010
52.215-19	Notification of Ownership Changes.	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than	OCT 2010
52.215 21	Certified Cost or Pricing Data – Modifications.	001 2010
52.216-7	Allowable Cost and Payment.	JUN 2013
52.216-8	Fixed Fee.	JUN 2011
52.216-11	Cost ContractNo Fee.	APR 1984
52.216-16	Incentive Price Revision—Firm Target.	OCT 1997
52.217-8	Option to Extend Services.	NOV 1999
52.217-9	Option to Extend the Term of the Contract. Utilization of Small Business Concerns.	MAR 2000 OCT 2014
52.219-8		
52.219-9 52.219-16	Small Business Subcontracting Plan (DEVIATION 2016-00009).	AUG 2016 JAN 1999
	Liquidated Damages-Subcontracting Plan.	
52.219-28 52.222-2	Post-Award Small Business Program Representation.	JUL 2013 JUL 1990
52.222-2	Payment for Overtime Premiums. Convict Labor.	JUL 1990 JUN 2003
52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation.	MAY 2014
52.222-17	Non-Displacement of Qualified Workers.	MAY 2014
52.222-21	Prohibition of Segregated Facilities.	APR 2015
52.222-26	Equal Opportunity.	SEP 2016
52.222-20	Equal Opportunity for Veterans.	OCT 2015
52.222-35	Equal Opportunity for Workers with Disabilities.	JUL 2014
52.222-37	Employment Reports on Veterans.	FEB 2016
52.222-40	Notification of Employee Rights under the National Labor Relations Ac	t.DEC 2010
52.222-41	Service Contract Labor Standards.	MAY 2014
52.222-42	Statement of Equivalent Rates for Federal Hires.	MAY 2014
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards -	MAY 2014
	Price Adjustment (Multiple Year and Option Contracts).	
52.222-50	Combating Trafficking in Persons.	MAR 2015
52.222-54	Employment Eligibility Verification.	OCT 2015
52.222-55	Minimum Wages under Executive Order 13658.	DEC 2015
52.222-62	Paid Sick Leave Under Executive Order 13706.	JAN 2017
52.223-2	Affirmative Procurement of Bio-Based Products under Service and	SEP 2013
	Construction Contracts.	
52.223-3	Hazardous Material Identification and Material Safety Data.	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information.	MAY 2011
52.223-6	Drug-Free Workplace.	MAY 2001
52.223-7	Notice of Radioactive Materials.	JAN 1997
52.223-10	Waste Reduction Program.	MAY 2011
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.	JUN 2016
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.	JUN 2016
52.223-13	Acquisition of EPEAT - Registered Imaging Equipment (June 2014).	JUN 2014
52.223-15	Energy Efficiency in Energy-Consuming Products.	DEC 2007
52.223-16	Acquisition of EPEAT (R) - Registered Personal Computer Products.	OCT 2015
52.225 10	requisition of Li Li if (if) registered i ersonal computer i foudets.	501 2013

52.223-18Encouraging Contractor Policies to Ban Text Messaging While Driving.AUG 201152.223-19Compliance with Environmental Management Systems.MAY 201152.223-13Restrictions on Certain Foreign Purchases.JUN 200852.225-13Restrictions on Certain Foreign Purchases.JUN 200852.227-1Authorization and Consent.DEC 200752.227-2Notice and Assistance Regarding Patent and Copyright Infringement.DEC 200752.227-3Patent Indeminiy.APR 198452.228-7Insurance - Work on a Government Installation.JAN 199752.228-7Insurance - Work on a Government Installation.JAN 199752.228-7Insurance - Liability to Third Persons.APR 198452.232-1Payments.APR 198452.232-1Payments.APR 198452.232-11Extras.APR 198452.232-12Initiation of Cost.APR 198452.232-23Limitation of Cost.APR 198452.232-23Availability of Funds.APR 198452.232-33Payment by Electronic Funds Transfer-System for AwardJUL 2013Management.JUL 2013JUL 2013Management.DEC 201352.232-3Aht I Prompt Payment (July 2013) Alternate I.DEC 201352.232-40Providing Accelerated Payments to Small Business Subcontractors.DEC 201452.233-3Aht I Protest After Award (Aug 1996) - Alternate I.DEC 201952.233-4Applicable Law for Breach of Contract Claim.OCT 200452.237-2Protection of Sover	52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.	MAY 2008
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252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous	SEP 2014
	Materials.	
252.223-7008	Prohibition of Hexavalent Chromium.	JUN 2013

252.225-7048	Export-Controlled Items.	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic	SEP 2004
	Enterprises, and Native Hawaiian Small Business Concerns.	
252.227-7013	Rights in Technical DataNoncommercial Items.	FEB 2014
252.227-7016	Rights in Bid or Proposal Information.	JAN 2011
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished	MAY 2013
	Information Marked with Restrictive Legends.	
252.227-7030	Technical Data—Withholding of Payment.	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data.	SEP 2016
252.228-7001	Ground and Flight Risk.	JUN 2010
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles,	DEC 1991
	and Space Launch Vehicles.	
252.231-7000	Supplemental Cost Principles.	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	JUN 2012
252.232-7007	Limitation of Government's Obligation.	APR 2014
252.232-7010	Levies on Contract Payments.	DEC 2006
252.237-7023	Continuation of Essential Contractor Services.	OCT 2010
252.242-7004	Material Management and Accounting System.	MAY 2011
252.242-7005	Contractor Business Systems.	FEB 2012
252.242-7006	Accounting System Administration.	FEB 2012
252.243-7001	Pricing Of Contract Modifications.	DEC 1991
252.243-7002	Requests for Equitable Adjustment.	DEC 2012
252.244-7000	Subcontracts for Commercial Items.	JUN 2013
252.244-7001	Contractor Purchasing System Administration.	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property.	APR 2012
252.245-7002	Reporting Loss of Government Property.	APR 2012
252.245-7003	Contractor Property Management System Administration.	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal.	SEP 2016
252.246-7000	Material Inspection and Receiving Report.	MAR 2008
252.247-7023	Transportation of Supplies by Sea.	APR 2014
252.251-7000	Ordering from Government Supply Sources.	AUG 2012
252.251-7001	Use of Interagency Fleet Management System (IFMS) Vehicles	DEC 1991
	and Related Services.	