

1. **CONTROLLING TERMS AND CONDITIONS:** This Purchase Order ("Order") constitutes an offer to Seller by By Light Professional IT Services LLC ("Buyer") subject to the terms and conditions set forth herein and is not an expression of acceptance nor a confirmation document. Without Buyer's written approval, Seller's acceptance is limited to the exact terms of the offer, and it is specifically understood that any commencement of work, placement of procurement for materials, or shipment shall constitute acceptance of the offer. This forwarding of Seller's acknowledgement is an acceptance of this Order if the acknowledgement agrees with the basic terms of the Order (e.g., description of goods, price, quantity, and delivery schedule).

It is further understood that if this document is subsequently construed as an expression of acceptance, such acceptance is expressly made conditional on the assent of Seller to the additional and different terms contained herein. This Order shall be governed by the laws of the Commonwealth of Virginia and construed as a contract made within that state.

2. **COMPLIANCE WITH LAWS:** In the performance of this Order, Seller agrees and warrants that it shall comply at all times with all applicable federal, state, and local laws, regulations, and rules including in particular all export laws, all applicable requirements of the Occupational Safety and Health Act of 1970, as amended, and all regulations or orders of the United States Department of Labor issued thereunder.
3. **PRICE AND DELIVERY:** Seller shall furnish the services and goods, both including without limitation all deliverables called for by this Order ("Services" and "Goods," respectively) in accordance with the prices and delivery instructions stated on the face of this Order.  
Seller warrants that the prices charged for the items covered by this Order will be as low as the lowest prices charged by Seller to any other customers purchasing similar items in the same or smaller quantities and under like circumstances.
4. **PACKING AND SHIPPING:** Shipping charges shall be in accordance with the shipping instructions on the face of the Order. All Goods shall be packaged, marked, or otherwise prepared for delivery in accordance with good commercial practices to obtain lowest transportation rates. Seller shall mark on containers handling and loading instructions, shipping information, order item and this purchase order number, shipment date and addresses of Seller and Buyer. An itemized packing list must accompany each shipment.
5. **RISK OF LOSS:** Seller shall bear all risk of loss or damages to Goods, until such time as received by Buyer, F.O.B. point notwithstanding.
6. **DOCUMENTATION:** Upon Buyer's request, Buyer shall be given copies of all written materials related to the Goods and made available to the public, including, without limitation, all user, operating, maintenance and other technical manuals (collectively, "Documentation"), as well as all brochures, specifications, and marketing materials. Documentation shall be made available to Buyer at a price no greater than that charged to the general public.
7. **INSPECTION AND ACCEPTANCE:** All Services and Goods shall be received subject to Buyer's inspection and rejection at Buyer's facility or other place designated by Buyer. In the event that any Services or Goods are defective in material or workmanship or otherwise fail to meet the requirements of this Order, Buyer shall have the right to reject them. Rejected Goods will be held or returned to Seller, at Seller's risk, for credit and Seller shall pay Buyer for all inspection, testing, and transportation expenses incurred in connection with the rejected Goods. No Goods returned under the terms of this clause shall be replaced without Buyer's written direction to do so. Payment for Services and Goods on this Order shall not constitute an acceptance thereof, nor will acceptance remove Seller's responsibility for latent defects, fraud or such gross mistakes as amount to fraud, or with respect to Buyer's rights under any other clauses hereunder.
8. **WARRANTIES:** Seller warrants that it has all rights necessary to fulfill the requirements of this Order, and that Seller, its employees, and lower-tier subcontractors are fully qualified to perform hereunder. Additionally, Seller warrants that all services performed hereunder, including without limitation, development of software, shall be performed to the highest professional standards.

Furthermore, Seller warrants that (i) all Goods furnished hereunder shall be free from defects in workmanship and material, (ii) all Services and Goods furnished hereunder shall comply with the requirements of the statement of work, and all Documentation, regardless of any prior course of performance or dealing between Buyer and Seller, and (iii) where the Order necessitates or requires design by Seller, the design shall be free from defects, and (iv) Seller warrants and represents that all Services and Goods including, without limitation, software provided hereunder shall be (a) free of any willfully introduced computer virus or any other similar harmful, malicious, or hidden programs or data and (b) Year 2000 Compliant. For the purposes of this Article, the term "software" shall include, without limitation, firmware, computer operating systems, application programs, databases, and interface systems and devices. Additionally, the term "Year 2000 Compliant" shall mean the ability to accurately generate, display, store, retrieve and process an 8-digit "day-month-year" date (4-digit year) data, including, without limitation, calculating, comparing, and sequencing from, into, and between the twentieth and twenty-first centuries, including leap year calculations. The foregoing warranties shall survive acceptance of and payments for the Services, Goods, and all other aspects of the work by Buyer.

In the event of failure by Seller to correct defects in or replace nonconforming Services or Goods promptly, Buyer, after reasonable notice to Seller, may make such corrections or replace such Services and Goods and charge Seller for the cost incurred by Buyer thereby.

**THE WARRANTIES EXPRESSLY SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

The above warranties shall also inure to the benefit of Buyer's client ("Client"). The foregoing remedies are in addition to all other remedies at law or in equity and shall not be deemed to be exclusive.

9. **SOFTWARE LICENSE RIGHTS:** Seller hereby grants and Buyer hereby accepts the grant of a nonexclusive, nontransferable license to use the object code and to make one copy for archival purposes of the software as identified on the face of this Order or in the statement of the work. If so required by the statement of work, Seller shall grant and Buyer hereby accepts the grant of a nonexclusive, nontransferable license to use, modify, reproduce and sublicense to Client, under the terms of Buyer's contract with Client, the object code of said software. Seller hereby grants, and Buyer hereby accepts such other rights in said software as are set forth on the face of the Order or in the statement of work. Seller shall assume all responsibility for including appropriate proprietary rights legends on Seller's software and any accompanying documentation. Buyer shall not remove or alter any such legends.
10. **WORKS FOR HIRE:** Seller agrees that all materials and work products developed under this Order, including software and documentation, shall be considered "Works for Hire."
11. **NONDISCLOSURE:** Seller acknowledges that in performing this Order, Buyer may be required to make available to Seller certain information that Buyer may consider proprietary. Seller also acknowledges that it may gain access to certain information which may be considered proprietary to Client. Such information includes, without limitation, information related to patents, research, development, computer software, designs or processes, pricing, trade secrets, customer lists, and technical and business information and know-how of Buyer and/or of Client ("Proprietary Information"). Seller agrees to safeguard and hold in strictest confidence all Proprietary Information.

Seller agrees not to make use of nor disclose to third parties any Proprietary Information except in performance hereunder or as expressly authorized in writing by Buyer or, where Client's Proprietary Information is being used or disclosed, by Client. Seller's obligations under the terms of this Article shall survive termination of this Order for a period of three (3) years.

Notwithstanding anything contained in the paragraphs above, Seller shall not be liable for any release or use of any information if Seller can demonstrate by written evidence that the information: (i) is part of the public domain through no fault of Seller; or (ii) is in Seller's rightful possession at the time of receipt thereof; or (iii) is known to Seller independently of Buyer and Client and from a source other than one having an obligation of confidentiality to Buyer or Client; or (iv) is independently developed by Seller without violation of this Order or any other agreement.

12. **INVOICING:** Unless otherwise provided in this Order, Seller shall send a separate invoice, in duplicate, after each delivery is made hereunder. The invoice shall specify the order number and item numbers and be accompanied by a bill of lading or other evidence of delivery. Payment of invoices

shall be subject to appropriate adjustment for failure of Seller to meet the requirements of this Order. Buyer may set off any amount owed to Buyer by Seller or any of its affiliated companies against any amount owed by Buyer under this Order.

13. **MATERIALS AND TOOLS:** If Buyer furnishes Seller material or equipment (such as computers, tools, test equipment, etc.), title thereto shall remain in Buyer or Client, as applicable, and Seller shall identify, maintain, and preserve such material and equipment and shall dispose of it (including scrap) in accordance with Buyer's direction.
14. **SUBCONTRACTS:** Seller shall not subcontract all or any portion of this Order without Buyer's prior written approval.
15. **ASSIGNMENT:** No assignment or transfer of this Order, in whole or in part, shall be binding upon Buyer without Buyer's prior written consent. Payments, whether to Seller or any assignee, shall be subject to setoff or recoupment for claims which Buyer may have against Seller, however arising.
16. **LIEN WAIVERS:** Seller shall furnish, upon Buyer's request, waivers by Seller and all other persons entitled to assert any lien rights in connection with the performance of this Order.
17. **INDEMNITY:** Seller agrees to indemnify and save harmless Buyer, its officers, agents, and employees from and against any and all claims and liability, loss, penalties, expenses, suits, damages, judgments, demands, and costs (including reasonable legal fees and expenses) arising out of: (i) the acts or omissions of Seller, its employees, agents or its subcontractors; (ii) injury or death to persons, or loss of or damage to property, or fines and penalties which may result, in whole or in part, by reason of the buying, selling, distribution, or use of any of the Services or Goods except to the extent that such damage is due solely and directly to the negligence of Buyer; (iii) the infringement or violation of any patent, copyright, trade secret, or other proprietary interest of any third party resulting from Buyer's use, distribution, sale, sublicensing, or possession of the Services or Goods or from the use or possession of the Services or Goods by Client, as authorized hereunder; (iv) false claims submitted by Seller under this Order or as a result of a misrepresentation of fact or fraud by Seller; or (v) any virus, (including, without limitation, the costs of debugging any virus and of alternative processing while debugging is under way) and shall promptly correct, repair or replace, at Buyer's option and at Seller's sole expense, any Year 2000 noncompliance.

Seller shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that Seller has notice or is given prompt written notice of such claim or suit and, further, that Seller shall be given necessary information, reasonable assistance and the authority to defend such claim or suit.

If any of the Services or Goods become the subject of a claim of infringement or violation of a third party's proprietary rights, then Seller shall, at its own expense, use its best efforts first to procure for Buyer the right to continue use and, if authorized under this Order, distribution of the infringing Services or Goods or, if that right cannot be procured, then to modify the services or goods to make them non-infringing or, if such modification cannot be made, then to replace them with equivalent, non-infringing counterparts. If none of the above measures can be successfully implemented, then Seller shall refund to Buyer all monies paid Seller for the infringing Services and Goods.

18. **NOTICE OF LABOR DISPUTES:** Whenever an actual or threatened labor dispute is delaying or threatens to delay the timely performance of this Order, Seller shall immediately notify Buyer in writing and provide all relevant information with respect to such dispute.
19. **PUBLICITY:** Seller shall not make nor authorize any news release, advertisement, or other disclosure which shall deny or confirm the existence of this Order, nor identify Buyer as a party to any order placed with Seller, without the prior written consent of Buyer, except as may be required to perform this Order.
20. **IN-PROCESS TECHNICAL REVIEW:** Seller's performance hereunder shall be subject to an in-process technical review by Buyer's Technical Representative or such other person(s) as may be designated in writing by Buyer, provided the actions associated therewith are not unreasonable and do not interfere with the progress of the work.
21. **INSURANCE:** Seller must purchase and maintain the following insurance coverage's:
  - (i) Commercial General Liability coverage in an amount no less than \$1 Million Combined Single Limit for Bodily Injury and/or Property Damage per occurrence, \$2 Million in the aggregate. This coverage shall include the following extensions: Contractual Liability, Independent Contractors' Liability, Premises Operations, Products/Completed Operations, Broad Form Property Damage; (ii) Automobile Liability coverage in an amount no less than \$1 Million Combined Single Limit for Bodily Injury and/or Property Damage per occurrence. This coverage shall apply to any vehicle including hired and non-owned. Auto Physical Damage coverage shall be maintained for all vehicles including hired and non-owned. (This applies to Seller who drives Client's vehicles); (iii) Statutory Workers' Compensation and Employers' Liability in an amount no less than \$1 Million per occurrence; (iv) Professional Liability, if applicable, in an amount no less than \$1 Million per occurrence; and (v) All-Risk Property insurance, if applicable. Seller is responsible for insuring all of its own property and/or property owned by Buyer or Client in its care, custody, and control.Buyer, its officers and employees shall be included as additional insureds on the General Liability and Automobile Liability coverages referenced above. Seller shall obtain a waiver of subrogation from its General Liability and Workers' Compensation insurance carriers in favor of Buyer. Buyer shall be named as a Loss Payee with respect to All-Risk Property if Seller has care, custody and control of Buyer's property and/or equipment. The insurance required by this Article shall be endorsed to state that the coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' written notice has been given to Buyer. Any deductibles or self-insured retentions must be approved by Buyer.

For any claims arising out of this Order, Seller's insurance shall be deemed primary. Any insurance maintained by Buyer shall not contribute to it. If any of the aforementioned insurance policies are written on a claims-made basis, Seller warrants that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time this Order is completed.

Insurance is to be placed with insurers with a current A.M. Best Rating of no less than A, X unless otherwise approved by Buyer. Insurance is to be evidenced by a Certificate of Insurance. All Certificates are to be received and approved by Buyer prior to the commencement of work. Seller shall include all of its subcontractors as insureds under its policies and/or require any and all subcontractors to meet the requirements referenced above.

22. **CESSATION OF ORDER:** If the production of Goods covered by this Order is to be permanently discontinued at any time within one (1) year after final delivery hereunder, Seller shall give Buyer at least 180 days' prior written notice of such discontinuance, during which time Seller shall accept orders from Buyer for a reasonable quantity of such items consistent with the volume and purposes of prior orders by Buyer.
23. **CLAIMS RELATED TO PRIME CONTRACTS:** If a decision is made by the contracting official of Client, and such decision pertains to the subject matter of this Order, then such decision shall be binding upon Seller with respect to such matter. If, as a result of any such decision, Buyer is unable to obtain payment or reimbursement from Client, or is required to refund or credit to Client any amount with respect to any item or matter for which Buyer has reimbursed or paid Seller, Seller shall, on demand, promptly repay such amount to Buyer. Buyer's maximum liability for any matter connected with or related to this Order which was properly the subject of a claim is the amount of Buyer's recovery from the Client for that claim.
24. **DISPUTES:** Both parties shall attempt to mutually dispose of good faith disputes concerning questions of fact and/or law arising hereunder. Any dispute that is not settled by the parties shall be decided by a court of competent jurisdiction in the Commonwealth of Virginia. Pending resolution of any dispute, Seller agrees to proceed diligently with the performance of this Order.
25. **NOTICE TO BUYER OF DELAYS:** If Seller encounters difficulty in meeting performance requirements, anticipates difficulty in complying with this Order's delivery schedule or dates, or has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this

Order, Seller shall immediately notify Buyer in writing, giving pertinent details. This notification shall be informational only, and compliance with this Article shall not be construed as a waiver by Buyer of any delivery schedule or date or of any rights or remedies.

26. **COMMUNICATIONS WITH CLIENT:** Seller shall not engage Client in discussions relative to disputes between Buyer and Seller or any other matter that may adversely impact Buyer's relations with Client.
27. **NOTICES:** Any notice or other communication required hereunder shall be in writing and shall be sufficiently given if personally delivered or sent by confirmed facsimile, confirmed overnight delivery, or by first class mail, return receipt requested, postage prepaid, and addressed to the other party at its respective address or facsimile number (as applicable) shown on the Order. Any notice provided hereunder shall be deemed to have been given and received as shown below:

<u>Type of Delivery</u>	<u>Given and Received</u>
Personally delivered	Immediately upon delivery
Facsimile	04 hours after transmission
Mailed by Overnight Delivery	24 hours after mailed
First Class Mail	72 hours after mailing

(Return Receipt)

28. **CHANGES:** Buyer may at any time, by written change order, suspend performance in whole or in part, make changes in drawings, designs, specifications, method of shipment or packaging, time or place of delivery, and quantities, or otherwise change the requirements hereof. If any such change causes an increase or decrease in the cost of, or the time required for performance, a corresponding adjustment will be made in the Order price or delivery schedule. Any claim for adjustment in any of the terms of this Order under Article 3 shall conclusively be deemed to be waived unless asserted in writing within twenty (20) calendar days from the date of written notification of such change.

Buyer's engineering and technical personnel may, from time to time, render assistance to Seller concerning Goods or Services, but such personnel are not authorized to change the provisions of this Order. No change order will be binding on Seller unless issued in writing by an authorized representative of Buyer. Nothing in this Article shall excuse Seller from proceeding with the Order as changed.

29. **TERMINATION:** Buyer may terminate this Order, in whole or in part, for default based upon any of the following default conditions: (i) Seller fails to fulfill any of its obligations hereunder; (ii) Seller fails to provide written assurances of performance after such assurances are requested by Buyer; (iii) Seller ceases to conduct its operations in the normal course of business; or (iv) the insolvency of Seller or the entering into or filing by or against Seller of a petition, arrangement, or proceeding seeking an order for relief under the bankruptcy laws of the United States, a receivership for any of the assets of Seller, a composition with or assignment for the benefit of creditors, a readjustment of debt, or the dissolution or liquidation of Seller.

Prior to termination for default under any conditions, Buyer shall notify Seller of the default condition and shall allow Seller seven (7) calendar days within which to effect a cure. If the condition is cured within the allowed period, this Order shall remain in full force and effect. If the default condition remains uncured beyond the allowed period, Buyer may terminate this Order, in whole or in part by written notice of termination to the Seller.

Additionally, Buyer may terminate this Order, in whole or part, for its convenience.

All notices of termination shall minimally state the basis for termination, and the date upon which such termination will become effective.

Upon termination of this Order for any reason, and except as otherwise directed by Buyer, Seller shall: (i) stop work under this Order on the date and to the extent specified in the notice of termination, (ii) terminate all orders and subcontracts to the extent that they relate to the performance of any work terminated by the notice of termination, and (iii) transfer all work in progress which is included in the terminated work to Buyer.

30. **SURVIVABILITY:** The terms of "Nondisclosure," "Warranties," "Works For Hire," "Termination," "Indemnity," "Claims Related To Prime Contracts," "Disputes," "Publicity," and "Communications With Client" (as well as those attachments specifically referenced on the face of this Order, which, by the nature of their terms, shall survive), shall survive the expiration or earlier termination of this Order.
31. **WAIVER:** Buyer shall not be deemed to have waived any right or remedy unless such waiver is made expressly and in writing to Seller.
32. **REMEDIES:** The remedies herein reserved to Buyer shall be cumulative and additional to any other remedies provided in law or equity.
33. **CONFLICT:** In the event of any conflict between these Terms and Conditions and the other portions of this Order, such other portions shall control.
34. **EQUAL OPPORTUNITY CLAUSE:** This contractor and subcontractor shall abide by the requirements of 41CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). 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, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
35. **SECURITY:** Seller is responsible for any Seller Personnel entrusted with access to Buyer facilities and or systems. In addition, Seller is subject to applicable Federal Acquisition Regulation (FAR).
36. **INFORMATION SECURITY:** ByLight Professional IT Services LLC has cultural, managerial, physical, and technical safeguards in place to protect against the loss, misuse, unauthorized disclosure or alteration of information. Our company uses secure encryption technology for Personal Identifying Information (PII) and Protected Health Information (PHI) as well as Confidential/Sensitive financial data transmitted within the organization. ByLight Professional IT Services LLC has defined security controls in place to protect the information entrusted against any foreseeable hazards.
37. **ENTIRE AGREEMENT:** No changes are to be made to the terms, conditions, prices, or deliveries hereof without Buyer's written authority and no other agreement or understanding will be binding upon Buyer unless made in writing by Buyer's authorized representative. This Order, statement of work and all other attachments specifically referenced on the face of this Order represent the entire agreement of the parties hereto and supercedes all other agreements, understandings, authorizations or proposals.
38. **COUNTERFEIT PARTS PREVENTION:** The definitions and rules of interpretation in this clause apply to the Order:

"Suspect Counterfeit Supplies" means any Supplies that are suspected by testing, visual inspection or other information to be Counterfeit Supplies.

"Counterfeit Supplies" means any material, component, part, assembly, sub-assembly, product and any other item forming part of the Supplies (together referred to as "Items" and separately as "Item") in which there is an indication by visual inspection, testing, or other information that it may be a copy or substitute made without legal right or authority or one whose material, performance, Identity or characteristics have been misrepresented by the Supplier, manufacturer or a supplier in the Supplier's supply chain.

"Identity" means any information which relates to the properties or characteristics of the Supplies including but not limited to the original manufacturer or suppliers, trademarks or other intellectual property rights, part numbers, date codes, lot numbers, applied testing methods and results, inspections performed, documentation, warranties, origin, alterations, tampering, salvage, recycling, ownership history, packaging, physical condition, previous use and rejection.

The Supplier warrants that Counterfeit Supplies shall not be supplied to the Purchaser or installed in the Purchaser's products by the Supplier.

The Supplier warrants that only new, unused, authentic, genuine and legitimate Items shall form part of the Supplies supplied to the Purchaser.

The Supplier may only purchase or source Items directly from Original Component Manufacturers (“OCM”), OCM authorised (e.g. franchised) distributors or aftermarket manufacturers. Use, purchase or the sourcing of Items from non OCM authorised independent distributors or brokers is not permitted unless first approved in writing by the Purchaser. The Supplier must present compelling support for its request to use such non OCM authorised suppliers for the Purchaser’s approval (including but not limited to OCM documentation that authenticates supply chain traceability of the parts to the OCM) and include in its request all necessary actions it shall take to ensure those Items thus procured are new, unused, authentic, genuine and legitimate Items.

The Supplier shall maintain a method of traceability that ensures tracking of the supply chain back to the manufacturer of all Items included in the Supplies being supplied. This traceability method shall clearly identify the name and location of all supply chain intermediaries from the manufacturer to the direct source of each Item for the Supplier and shall include the manufacturer’s batch identification for the Item such as but not limited to date codes, lot codes, serializations, or other batch identifications. Full supply chain traceability documentation includes but is not limited to OCM, Original Equipment Manufacturer (“OEM”) and authorised (e.g. franchised) Supplier certificates of conformity, purchase orders and test/inspection data and/or certificates. The Order shall specify any such additional documentation (other than as specified in this condition) required by the Purchaser.

If Counterfeit Supplies or Suspect Counterfeit Supplies are supplied or furnished under the Order such Supplies shall be impounded. The Supplier shall promptly replace such Supplies

with Supplies acceptable to the Purchaser and the Supplier shall be liable for all costs relating to impoundment, removal and replacement. The Purchaser may notify and turn Counterfeit Supplies over to the relevant local or international Government authorities for investigation and the Purchaser reserves the right to withhold payment pending the results of such investigations.

This condition applies in addition to any quality provision, Specification, Statement Of Work or other provision included in the Order addressing the authenticity of Supplies. To the extent that such provisions conflict with this condition, this condition shall prevail.

The Supplier shall flow down these requirements contained in this condition to the Supplier’s supply chain for any Items that are intended for supply to the Purchaser.

The Supplier shall inform its employees, contractors, workers and any other third parties (and shall ensure that they shall inform their employees, contractors, workers and other third parties) engaged in the performance of work under the Order in writing prior to performance of work that there is a risk of criminal penalties associated with any falsification, concealment, fraud or misrepresentation in connection with work performed or Supplies provided under the Order in the UK and other jurisdictions.

The Supplier shall notify the Purchaser as soon as it becomes aware of any Counterfeit Supplies or Suspected Counterfeit Supplies which arise in relation to any Supplies. Suppliers eligible for utilisation of the Government-Industry Data Exchange Program (“GIDEP”) shall utilise the GIDEP process to alert the industry to Counterfeit Supplies or Suspected Counterfeit Supplies.

This Order is subject to the following clauses of the Federal Acquisition Regulation (FAR), as applicable, in effect on the date of this Order, which clauses are hereby incorporated by reference into this Order with the same force and effect as though herein set forth in full text.

- 52.203-3 Gratuities
- 52.203-5 Covenant Against Contingent Fees
- 52.203-6 Restriction of Subcontractor Sales to the Government
- 52.203-7 Anti-Kickback Procedures
- 52.203-10 Price of Fee Adjustment for Illegal or Improper Activity
- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
- 52.203-12 Limitation of Payments to Influence Certain Federal Transactions
- 52.204.2 Security Requirements
- 52.209-6 Protecting the Government’s Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
- 52.211-14 Notice of Priority Rating for National Defense Use
- 52.211-15 Defense Priority and Allocation Requirements
- 52.212-4 Contract Terms and Conditions--Commercial Items
- 52.215-2 Audit and Records - Negotiations
- 52.215-10 Price Reduction for Defective Cost or Pricing Data
- 52.215-11 Price Reduction for Defective Cost or Pricing Data-Modifications
- 52.215-12 Subcontractor Cost or Pricing Data
- 52.215-13 Subcontractor Cost or Pricing Data-Modifications
- 52.215-14 Integrity of Unit Prices
- 52.215-15 Pension Adjustments and Asset Reversions
- 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions
- 52.215-19 Notification of Ownership Changes
- 52.215-20 Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data
- 52.215-21 Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data-Modifications
- 52.219-8 Utilization of Small Business Concerns
- 52.219-9 Small Business Subcontracting Plan
- 52.222-1 Notice to the Government of Labor Disputes
- 52.222-3 Convict Labor
- 52.222-20 \* Walsh Healey Public Contracts Act
- 52.222-21 Prohibition of Segregated Facilities
- 52.222-22 Previous Contracts and Compliance Reports
- 52.222-24 Preaward On-Site Equal Opportunity Compliance

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Evaluation 52.222-25 Affirmative Action Compliance		
52.222-26 * Equal Opportunity		
52.222-35 * Affirmative Action For Disabled Veterans and Veterans of the Vietnam Era		
52.222-36 * Affirmative Action For Workers with Disabilities		
52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era		
52.223-2 Clean Air And Water		
52.223-6 Drug-Free Workplace		
52.225-10 Duty-Free Entry		
52-225-11 Restrictions on Certain Foreign Purchases		
52.227-1 Authorization and Consent		
52.227-2 Notice And Assistance Regarding Patent And Copyright Infringement		
52.227-9 Refund of Royalties		
52.227-10 Filing of Patent Applications-Classified Subject Matter		
52.230-2 Cost Accounting Standards		
52-230-3 Disclosure and Consistency of Cost Accounting Practices		
52-230-6 Administration of Cost Accounting Standards		
52.232-39 Unenforceability of Unauthorized Obligations		JUN 2013
52-242-15 Stop-Work Order		
52.244-6 Subcontracts for Commercial Items and Commercial Components		
52.248-1 Value Engineering		
52-252-1 Solicitation Provisions Incorporated by Reference		
252.203-7002 Requirement to Inform Employees of Whistleblower Rights		SEP 2013
252.204-7004 Alt A System for Award Management Alternate A		MAR 2014
252.204-7012 Safeguarding of unclassified controlled technical information		NOV 2013

CLAUSES INCORPORATED BY FULL TEXT

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (JUN 2014)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)). Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest after Award (Aug 1996)(31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78(19 U.S.C.3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

- [ ] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 4704 and 10 U.S.C. 2402).
- [ ] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010)(41 U.S.C. 3509)).
- [ ] (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010)(Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- [ ] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note). [ ] (5) 52.204-11, American Recovery and Reinvestment Act - Reporting Requirements (Mar 2009)(Pub. L. 111-5)
- [ ] (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014)(Pub.L. 111-117, section 743 of Div. C).
- [ ] (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014)(Pub.L. 111-117, section 743 of Div. C). [ ] (8) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).
- [ ] (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013)(41 U.S.C. 2313).
- [ ] (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012)(section 738 of Division C of Public Law 112-74, section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Pub.L. 110-161).
- [ ] (11) 52.219-3, Notice of Total HUBZone Set-Aside (Nov 2011)(15 U.S.C. 657a).
- [ ] (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- [ ] (13) Reserved
- [x ] (14)(i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644). [ ] (ii) Alternate I (Nov 2011) of 52.219-6.
- [ ] (iii) Alternate II (Nov 2011) of 52.219-6.
- [ ] (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Jun 2003)(15 U.S.C. 644). [ ] (ii) Alternate I (Oct 1995) of 52.219-7.
- [ ] (iii) Alternate II (Mar 2004) of 52.219-7.
- [ ] (16) 52.219-8, Utilization of Small Business Concerns (May 2014) (15 U.S.C. 637(d)(2) and (3)). [ ] (17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).
- [ ] (ii) Alternate I (Oct 2001) of 52.219-9.
- [ ] (iii) Alternate II (Oct 2001) of 52.219-9.
- [ ] (iv) Alternate III (Jul 2010) of 52.219-9.

- (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
  - (19) 52.219-14, Limitations on Subcontracting (Nov 2011)(15 U.S.C. 637(a)(14)).
  - (20) 52.219-16, Liquidated Damages - Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
  - (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
  - (ii) Alternate I (Jun 2003) of 52.219-23.
  - (22) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Jul 2013)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
  - (23) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
  - (24) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)(15 U.S.C. 657f).
  - (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
  - (26) 52.219-29, Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013).
  - (27) 52.219-30, Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013).
  - (28) 52.222-3, Convict Labor (Jun 2003)(E.O. 11755).
  - (29) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Dec 2013)(E.O. 13126).
  - (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
  - (31) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
  - (32) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).
  - (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010)(29 U.S.C. 793).
  - (34) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
  - (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
  - (36) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
  - (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (May 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
  - (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
  - (38)(i) 52.223-13, Acquisition of EPEAT(R) Registered Imaging Equipment (Jun 2014)(E.O.s 13423 and 13514).
  - (ii) Alternate I (Jun 2014) of 52.223-13.
  - (39)(i) 52.223-14, Acquisition of EPEAT(R) Registered Televisions (Jun 2014)(E.O.s 13423 and 13514).
  - (ii) Alternate I (Jun 2014) of 52.223-14.
  - (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b)
  - (41)(i) 52.223-16, Acquisition of EPEAT(R) Registered Personal Computer Products (Jun 2014) (E.O.13423 and 13514).
  - (ii) Alternate I (Jun 2014) of 52.223-16.
  - (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011)
  - (43) 52.225-1, Buy American--Supplies (May 2014)(41 U.S.C. chapter 83).
  - (44)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42 and 112-43).
  - (ii) Alternate I (May 2014) of 52.225-3.
  - (iii) Alternate II (May 2014) of 52.225-3.
  - (iii) Alternate III (May 2014) of 52.225-3.
  - (45) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
  - (46) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
  - (47) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013)(Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2303 Note).
  - (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
  - (49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
  - (50) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 4504, 10 U.S.C. 2307(f)).
  - (51) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 4504, 10 U.S.C. 2307(f)).
  - (52) 52.232-33, Payment by Electronic Funds Transfer- System for Award Management (Jul 2013)(31 U.S.C. 3332).
  - (53) 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management (Jul 2013)(31 U.S.C. 3332).
  - (54) 52.232-36, Payment by Third Party (May 2014)(31 U.S.C. 3332).
  - (55) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
  - (56)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)( 46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
  - (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:
- [Contracting Officer check as appropriate.]
- (1) 52.222-41, Service Contract Labor Standards (May 2014)(41 U.S.C. chapter 67).
  - (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014)(29 U.S.C. 206 and 41 U.S.C. chapter 67).
  - (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts)(May 2014)(29 U.S.C.206 and 41 U.S.C. chapter 67).
  - (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014)(29 U.S.C. 206 and 41 U.S.C. chapter 67).

[ ] (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014)(41 U.S.C. chapter 67).

[ ] (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

[ ] (7) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

[ ] (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014)(42 U.S.C. 1792). [ ] (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record . The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraph (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2014)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C.4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010)(29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Labor Standards (May 2014).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014)(41 U.S.C. chapter 67).

(xi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014)(41 U.S.C. chapter 67).

(xii) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013)(Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C.2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014)(42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv ) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

#### **252.204-7000 DISCLOSURE OF INFORMATION (AUG 2013)**

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval;

(2) The information is otherwise in the public domain before the date of release; or

(3) The information results from or arises during the performance of a project that has been scoped and negotiated by the contracting activity with the Contractor and research performer and determined in writing by the Contracting Officer to be fundamental research in accordance with National Security Decision Directive 189, National Policy on the Transfer of Scientific, Technical and Engineering Information, in effect on the date of contract award and the USD (AT&L) memoranda on Fundamental Research, dated May 24, 2010, and on Contracted Fundamental Research, dated June 26, 2008, (available at DFARS PGI 204.4).

(b) Requests for approval under paragraph (a)(1) shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 10 business days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement, including this paragraph(c), in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

In the FAR clauses above, the term and/or terms such as "Contract" shall mean this Purchase Order, the term and/or terms such as "Contractor" shall mean Seller and, in all FAR clauses which provide for audit, terms such as "Government," "Contracting Officer" and "Comptroller General" shall include Buyer. Terms such as "Government" or "Contracting Officer" shall remain as written in the FAR clauses above which are designated by an asterisk and shall mean "Buyer" in the FAR clauses above which are not designated by an asterisk.