

STANDARD TERMS AND CONDITIONS

1. **DEFINITIONS**

"BUYER" shall mean ISA in this Contract. Specifically BUYER shall mean the ISA Contracts representative with the authority to execute and administer this Contract.

"SELLER" shall mean the party that offers a good, service, or asset in return for payment.

"CONTRACT" shall mean the contracting instrument, including but not limited to Purchase Orders (PO), Subcontracts, or other type designations, including these Terms and Conditions, referenced documents (exhibits, attachments, appendices, etc.) and any special conditions. If these Terms and Conditions are incorporated into a "master" agreement/contract (a/k/a outline or alpha contracts/agreements) then the term "contract" shall mean the release document for the work to be performed under said agreement/contract.

"WORK" shall mean all required labor, materials, supplies, goods, and services constituting the subject matter of this Contract.

"GOODS" shall mean those Goods identified in this Contract, which may be changed, from time to time by the mutual written agreement of the parties.

"SERVICES" shall mean those Services identified in this Contract, which may be changed, from time to time by the mutual written agreement of the parties.

"FAR" – Federal Acquisition Regulation, issued as Chapter 1 of Title 48 of the Code of Federal Regulations (CFR).

"DFARS" – Defense Federal Acquisition Regulation Supplement, issued as Chapter 2 of Title 48 of the CFR.

"OEM" shall mean the Original Equipment Manufacturer.

"OCM" shall mean the Original Component Manufacturer.

2. ACCEPTANCE & INSPECTION

All goods and/or services performed hereto shall be subject to inspection and testing by BUYER and BUYER's Customer. Inspection and acceptance under this Contract shall be governed by the applicable inspection and acceptance FAR clause(s) or as identified in the contract. BUYER's final acceptance of the Work shall not occur until successful completion of testing and/or acceptance of the same by BUYER's customer as applicable.

3. CHANGES

- Contracts in support of a Government Program will be governed by the appropriate FAR 52.243 clause. BUYER may, by written notice to SELLER at any time before completion of this Subcontract in whole or in part, make changes within the general scope of the Contract.
- 2) Any change by BUYER that causes an increase or decrease in the estimated cost of, or the time required to execute the Contract may lead to an equitable adjustment in the estimated cost, delivery or completion schedule. SELLER must assert its right to an adjustment within thirty (30) days from the date of receipt of BUYER's change.
- 3) Failure to agree to any adjustment shall be a dispute under Article 11 Disputes and Choice of Law. However, SELLER shall proceed with the Work as changed without interruption and without awaiting settlement of any such claim.

4. FORCE MAJEURE

Force Majeure Conditions are strictly limited to the following: (a) acts of God or of a public enemy; (b) acts of Government; (c) fires, flood, and unusually severe weather; (d) freight embargoes; (e) strikes; and (f) epidemics and quarantine restrictions. In the event of a Force Majeure Condition neither party shall be responsible or liable for damages or loss for any failure to comply with, or for any delay in performance of, the terms of this contract to the extent such failure or delay has not been contractually assumed and arises from the causes beyond the control and without the fault or negligence of the performing party.

If delay or failure to perform the terms of this contract are a result of any of the aforementioned Force Majeure Conditions, then the affected party shall notify the other party of the delay and exert due diligence in good faith to mitigate any further delay and continue to perform under the terms of this contract. BUYER reserves the right to terminate this contract for convenience if the delay will impact the final delivery to BUYER's customer. BUYER also reserves the right to terminate for default if (i) the subcontracted supplies or services were obtainable from another source; and (ii) BUYER directed SELLER to procure supplies from another source; and (iii) SELLER failed to comply with BUYER's direction.



5. ANTI-KICKBACK

The Anti-Kickback Enforcement Act of 1986 and FAR 52.203-7 are incorporated into this contract. SELLER agrees to comply with FAR 52.203-7 and the Anti-Kickback Enforcement Act of 1986 and this compliance is a condition of acceptance. In the event a violation of 52.203-7 occurs, SELLER shall notify BUYER within forty-eight (48) hours of SELLER's initial discovery.

6. CONFLICT OF INTEREST

Pursuant to the terms of this contract SELLER agrees to remain free of obligations or restrictions that would result in a Conflict of Interest or otherwise interfere with SELLER's obligations under this contract. SELLER shall notify BUYER immediately upon discovery or awareness of either an actual or a potential Conflict of Interest, including but not limited to, a relationship of any nature that may affect or reasonably appear to affect SELLER's objectivity or ability to perform the terms of this contract, at any time during the performance of this contract.

SELLER shall avoid, neutralize, and/or mitigate any identified Conflict of Interest to BUYER's customer's requirements. BUYER may terminate this contract, in whole or in part, to the extent that continuation of such work in BUYER's good faith judgment would: (i) create or perpetuate an actual, apparent, perceived, or potential Conflict of Interest; or (ii) create or perpetuate the appearance of an unfair competitive advantage resulting from the work.

7. ASSIGNMENT & CHANGE IN CONTROL OF SELLER

SELLER's rights in this contract shall not be assigned unless previously agreed to in writing by BUYER.

SELLER may however assign its rights in payment to another party and this assignment shall be coordinated with BUYER no less than thirty (30) days prior to the payment being due.

SELLER shall notify BUYER in writing, not less than ninety (90) days prior to any change in the controlling party of SELLER. BUYER shall be notified of any change in or to SELLER's legal entity, including but not limited to a legal name change, merger, acquisition, corporate restructuring, etc.

8. COMMUNICATION WITH CUSTOMER

SELLER shall not communicate with BUYER's customer unless expressly permitted by BUYER. SELLER may respond to BUYER's customer if the communication is

initiated by BUYER's customer, however, SELLER must notify BUYER of said communication within twenty-four (24) hours from initial communication and include BUYER in any further communications with its customer.

9. CONTRACTUAL DIRECTION

The ISA Contracts point of contact as identified and named in the contract, subcontract, or purchase order is the *only* authorized individual to make changes to this contract on behalf of BUYER. Engineering and technical exchanges shall not be understood to mean contractual direction or changes under the scope of this contract and shall not qualify SELLER for a request for equitable adjustment (REA).

All contractual changes, revisions, and modifications shall be mutually agreed by the parties and made in writing. In addition, all notices from SELLER shall be provided in writing to the ISA Contracts point of contact, unless otherwise directed.

10. COUNTERFEIT WORK

- The following definitions apply to this clause: "Counterfeit Work" means Work that is or contains unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used Work represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.
 - "Suspect Counterfeit Work" means Work for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the Work part is authentic.
- SELLER shall not deliver Counterfeit Work or Suspect Counterfeit Work to BUYER under this Contract.
- 3) SELLER shall only purchase products to be delivered or incorporated as Work to BUYER directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. SELLER may use another source only if (i) the foregoing sources



are unavailable, (ii) SELLER's inspection and other counterfeit risk mitigation processes will be employed to ensure the authenticity of the Work, and (iii) SELLER obtains the advance written approval of BUYER.

- SELLER shall maintain counterfeit risk mitigation processes in accordance with industry recognized standards and with any other specific requirements identified in this Contract.
- 5) SELLER shall immediately notify BUYER with the pertinent facts if SELLER becomes aware that it has delivered Counterfeit Work or Suspect Counterfeit Work. When requested by BUYER, SELLER shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. SELLER, at its expense, shall provide reasonable cooperation to BUYER in conducting any investigation regarding the delivery of Counterfeit Work or Suspect Counterfeit Work under this Contract.
- 6) This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flowdown, or other provision included in this Contract addressing the authenticity of Work.
- 7) In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, SELLER shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Contract. Notwithstanding any other provision in this Contract, SELLER shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation BUYER's costs of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies BUYER may have at law, equity or under other provisions of this Contract.
- 8) SELLER shall include paragraphs (1) through (7) and this paragraph (8) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to BUYER.

11. DISPUTES & CHOICE OF LAW

The parties shall first attempt to resolve in good faith any controversy, dispute, or claim arising out of this contract. Any controversy, dispute, or claim not resolved by mutual agreement may be decided by recourse to an action at law or in equity. Each party hereby waives any objection(s) to lack of jurisdiction, venue, and any right to trial by jury, to the fullest extent permitted by applicable law.

This contract shall be governed by and construed in accordance with the laws of the State of Texas without regard to applicable principles of conflicts of law.

12. EXPORT CONTROL

- SELLER shall comply with all applicable U.S. export control laws and economic sanctions laws and regulations, specifically including but not limited to the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120 et seq.; the Export Control Reform Act of 2018; the Export Administration Regulations, 15 C.F.R. 730-774; and the Foreign Assets Control Regulations, 31 C.F.R. 500-598 (collectively, "Trade Control Laws").
- SELLER shall notify BUYER if any deliverable under this Contract is restricted by applicable Trade Control Laws. Before providing BUYER any item or data controlled under any of the Trade Control Laws, SELLER shall provide in writing to the BUYER Procurement Representative the export classification of any such item or controlled data (i.e. the export classification under the EAR, ITAR, EU List of Dual Use Items and Technology, Wassenaar Arrangement's List of Dual-Use Goods and Technologies or other applicable export control list) and shall notify the BUYER Procurement Representative in writing of any changes to the export classification information of the item or controlled data. SELLER represents that an official authorized to bind the SELLER has determined that the SELLER or the designer, manufacturer, supplier or other source of the Work has properly determined their export classification.
- 3) SELLER shall not export, re-export, transfer, disclose or otherwise provide or make accessible BUYER's technical data and/or hardware controlled by Trade Control Laws ("Export Controlled Information") to any persons, or entities not authorized to receive or have access to the data, services and/or hardware, including third country/dual national employees, lower-tier subcontractors and sub-licensees, or modify or



divert such Export Controlled Information to any military application unless SELLER receives advance, written authorization from BUYER and verification of any required export authorization is in place. SELLER shall not provide a defense service as defined by the Trade Control Laws using any or all of BUYER's technical data and/or hardware. Upon BUYER's request, SELLER shall demonstrate to BUYER's reasonable satisfaction, SELLER's and SELLER's lower-tier subcontractors' compliance with this clause and all Trade Control Laws. To the extent SELLER's Work provided under this Contract include packing, labeling, processing, and/or handling exports for BUYER, SELLER shall maintain an auditable process that assures accurate packing, labeling, processing, and handling of such exports. SELLER shall also promptly notify BUYER if it becomes aware of any failure by SELLER or SELLER's lower-tier subcontractors to comply with this clause and shall cooperate with BUYER in any investigation of such failure to comply.

4)

- SELLER hereby represents that neither SELLER nor any parent, subsidiary, affiliate, employee, or sublicensee or lower tier supplier of SELLER (i) are located within an ITAR §126.1 listed country, (ii) nor included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department's Bureau of Industry and Security ("BIS"), the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defense Trade Controls or the consolidated list of asset freeze targets designated by the United Nations, European Union, and United Kingdom (collectively, "Restricted Party Lists."
- b. SELLER further represents that it shall immediately notify the BUYER Procurement Representative if SELLER's status changes with respect to any of the foregoing.
- 5) In the event of an anticipated change in control of SELLER involving a non-U.S. person or entity,

- SELLER shall provide BUYER with notice at least 90 days prior to the effectiveness of such change of control consistent with applicable law and confidentiality restrictions.
- 6) If SELLER is engaged in the business of exporting manufacturing (whether exporting or not) or brokering defense articles or furnishing defense services, SELLER represents that it is and will continue to be registered with the Directorate of Defense Trade Controls, as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR.
- Where SELLER is a party to or signatory under a BUYER Technical Assistance Agreement (TAA) or Manufacturing License Agreement (MLA), license exception or license exemption, collectively, "Export Authorization," SELLER shall provide prompt notification to the BUYER Procurement Representative in the event of (1) changed circumstances including, but not limited to, ineligibility, a violation or potential violation of the ITAR or other applicable governmental restrictions, and the initiation or existence of a U.S. Government investigation, that could affect SELLER's performance under this Contract, or (2) any change by SELLER that might require BUYER to submit an amendment to an existing Export Authorization or request a new or replacement Export Authorization. SELLER shall provide to BUYER all information and documentation as may reasonably be required for BUYER to prepare and submit any required export license applications. Delays on SELLER's part to submit the relevant information for export authorizations shall not constitute an excusable delay under this Contract.
- 8) Upon completion of performance of this Contract, SELLER and its lower-tier subcontractors shall as directed by BUYER, return or destroy all export controlled technical data, technology, hardware or other items. SELLER shall provide a certificate of destruction for all destroyed items.
- 9) SELLER shall include paragraphs (1) through (8) and this paragraph (9) of this clause or equivalent provisions in lower-tier subcontracts for the delivery of items that will be included in or delivered as Work to BUYER. SELLER shall immediately notify BUYER upon learning that any lower-tier subcontractor with which it engages has become listed on the Restricted Parties List.



10) SELLER shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorney's fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of SELLER, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.

13. EXCESS QUANTITIES

SELLER shall not deliver excess quantities of the procured item(s). If SELLER does deliver excess quantities, it will be responsible for handling charges and return shipping costs of the said excess.

14. FURNISHED PROPERTY

Property furnished by BUYER or BUYER's customer shall be used in performance of this contract alone and shall not be used on any other contracts even if the other contract(s) is with BUYER. Property furnished by BUYER shall be referred to as "Buyer Furnished Material" ("BFM") and property furnished by BUYER's customer shall be referred to as "Government Furnished Property ("GFP").

15. GRATUITIES/KICKBACKS

- SELLER shall not offer/give kickbacks or gratuities for the purpose of obtaining favorable treatment as a supplier to buyer or rewarding favorable treatment as a supplier to buyer. These gratuities include but are not limited to rewards in the form of entertainment and gifts.
- 2) In acceptance of this contract, SELLER certifies it has not made, solicited, and will not make, or solicit kickbacks in violation of FAR 52.203-7 or the Anti-Kickback Act of 1986 (41 USC 51-58) both are incorporated herein by reference. (52.203-7(c)(1) does not apply).

16. IMPORTER OF RECORD

(This clause applies only if this Contract involves importation of Work into the United States.)

- SELLER understands that the Work may be, either now or in the future, subject to one or more trade remedy proceedings (e.g., anti-dumping, countervailing duty, safeguard) in the United States, which may result in the imposition of additional duties or other charges or quantitative restrictions on the imported goods. If any such proceedings are initiated, SELLER shall, at BUYER's request, cooperate fully with BUYER and with requests for information from the competent government authorities in the United States. SELLER further understands and agrees that such cooperation may require it to provide confidential sales and cost information to the competent authorities so that they can calculate the amount of the duty or other charge on the goods.
- At all times before, during, or after the initiation of a trade remedy proceeding in the United States or another country, SELLER shall take all available steps necessary to minimize (1) the risk that additional duties or other charges may be imposed on its goods sold to BUYER and (2) the amount of such duties or charges. SELLER warrants that there are no additional duties or other charges (e.g., antidumping duties, countervailing duties, safeguard duties) covering the Work, so long as the Work is (1) sold before the date of publication of the official government notice that imposes additional duties or other charges (i.e., the "antidumping duty order"); and (2) exported before the date of publication of the final determination of the Department of Commerce concluding the investigation phase of the antidumping proceeding. The purpose of this provision is to comply with U.S. regulation 19 C.F.R. § 351.402(f) (2013). BUYER may terminate the agreement without liability to SELLER if additional duties or other charges are imposed on the goods produced or exported by SELLER.
- 3) Unless this Contract expressly states that BUYER is designated as the importer of record, SELLER agrees that:
 - a. BUYER will not be a party to the importation of Works, the transaction(s) represented by this Contract will be consummated after importation, and SELLER shall neither cause nor permit BUYER's name to be shown as "Importer Of Record" on any customs declaration Temporary or Import Bond; and
 - b. Upon request and where applicable, SELLER shall provide to BUYER



Customs Form 7501 entitled "Customs Entry", properly executed.

17. INDEMNITY

- SELLER shall indemnify and hold harmless BUYER, its officers, directors, consultants, agents, and employees from and against any and all third party claims (including customer claims and/or subcontractor employee claims), liability, loss, expenses, suits, damages, judgments, demands credits, fines, penalties, and costs (including BUYER's reasonable legal and professional fees and expenses) arising from any act of omission of SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this contracts.
- 2) [Neither party shall be liable for any special, incidental, consequential, or indirect damages, including, but not limited to, lost profits and business interruption, claimed in relation to its performance under this Subcontract. The limitation of liability set forth in this paragraph shall not apply with respect to any of the following: 1) intentional torts or gross negligence; 2) unlawful conduct or violations of law; 3) fraud or misrepresentation; 4) any confidentiality requirements contained in this Subcontract; 5) breach by the other party of any intellectual property rights provided for in this Subcontract; and 6) any indemnity obligations for third party claims provided in this Subcontract.] ONLY ADD WHEN SUPPLIER REQUESTS A LOL CLAUSE

18. PRIVITY OF CONTRACT

Unless otherwise agreed to in writing, SELLER is an independent contractor to BUYER for purposes of this contract and nothing contained herein shall be construed to place SELLER in a place or relationship of partners, principal, agent, employee, or joint venture. SELLER's employees and/or agents shall not be deemed or construed to be the employees and/or agents of BUYER for any purpose whatsoever.

19. Information of Seller

SELLER shall not provide any proprietary information to BUYER without prior execution of a proprietary information agreement by the parties.

20. Insurance

SELLER shall maintain and cause its subcontractors to maintain the following:

- SELLER and its subcontractors shall maintain for the performance of this Contract the following insurances:
 - Workers' compensation insurance meeting the statutory requirements where Work will be performed;
 - b. Employer's liability (EL) in the amount of \$1 million per each accident or per each employee for disease;
 - c. Commercial general liability (CGL) including Products Liability and Completed Operations liability in the amount of \$1 million per occurrence and \$2 million in the aggregate annually, or in such higher amounts as BUYER may require;
 - d. Automobile liability (AL) insurance covering third party bodily injury and property damage with a minimum of \$1 million per occurrence limit, or in such higher amounts as BUYER may require; and
 - e. Such other insurance as BUYER may require.
- 2) SELLER shall provide BUYER thirty (30) days advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of SELLER's required insurance, provided however such notice shall not relieve SELLER of its obligations to maintain the required insurance.

21. INTELLECTUAL PROPERTY

 SELLER warrants that the Work performed or delivered under this Contract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Except to the extent that the U.S. Government assumes liability therefore, SELLER shall defend, indemnify, and hold harmless BUYER, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs, arising out of any action by a third party that is based upon a claim



that the Work performed or delivered under this Contract infringes or otherwise violates the intellectual property rights of any person or entity.

- 2) SELLER's obligations under paragraph (1) above shall not apply to the extent FAR 52.227-1 "Authorization and Consent" applies to BUYER's Prime Contract for infringement of a U.S. patent and BUYER and its customers are not subject to any actions for claims, damages, losses, costs, and expenses, including reasonable attorney's fees by a third party.
- 3) In addition to the Government's rights in data and inventions, SELLER agrees that BUYER, in the performance of its prime or higher tier contract obligations, shall have an unlimited, irrevocable, paid-up, royalty-free right to (1) make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, transfer computer software to the Government and the Government's end customer, and prepare derivative works, based upon any and all, inventions, discoveries, improvements, maskworks and patents as well as any and all data, copyrights, reports, and works of authorship, conceived, developed, generated or delivered in performance of this Contract, and (2) authorize others to do any, some or all of the foregoing.
- 4) Items delivered under this Contract such as operation and maintenance manuals shall be delivered with the right to copy for internal use and/or copy and deliver with the right to use to BUYER's customers.
- 5) The tangible medium storing copies of all reports, memoranda or other materials in written form including machine readable form, prepared by SELLER and furnished to BUYER pursuant to this Contract shall become the sole property of BUYER. Nothing in this paragraph (e) assigns ownership of SELLER's intellectual property included on such medium to BUYER.
- 6) No other provision in this Contract, including but not limited to the Indemnity clause, shall be construed to limit the liabilities or remedies of the parties under this clause.

22. MODIFICATIONS

Neither this contract, including any Task Order issued under this contract, nor any term, condition or provision hereof, may be altered, changed, or modified in any manner whatsoever except upon the mutual agreement of both parties evidenced by a modification to the contract, or Task Order as applicable, that is signed by both parties, with the exception of a unilateral modification by BUYER. Such unilateral modifications are authorized to increase Ceiling Values, to issue incremental funding and/or Award Fee if applicable, to make changes in accordance with the Changes, or other clauses in the Prime Contract, or this contract/subcontract, to include additional clauses and requirements as needed to execute the Prime Contract, to issue line item corrections, to exercise option periods, to effectuate terminations pursuant to the Termination for Convenience and Termination for Default clauses herein, and to make changes of a purely administrative nature.

23. PACKING & SHIPMENT

- All work shall be packed in accordance with good commercial practice, unless otherwise specified in writing;
- All shipments shall include packing lists.
 SELLER shall mark all containers/packages with
 BUYER's contract number, item number,
 shipment dates, names and address(es) of
 BUYER/SELLER, and bills of lading;
- All containers/packages shall be equipped with the necessary lifting and loading information; and
- Delivery shall be FOB Place of Shipment, unless otherwise specified in writing and approved by BUYER.

24. PARTS OBSOLESCENCE & DIMINISHING MANUFACTURER SOURCE

In the event SELLER cannot provide future orders due to diminishing sources or obsolescence, SELLER shall provide BUYER with a "Last Time Buy Notice" no less than twelve (12) months prior to any action to discontinue any work purchase under this contract.

25. PAYMENTS, TAXES, & DUTIES

 Unless otherwise provided, terms of payment shall be net thirty (30) days from latest of the following: (1) BUYER's receipt of SELLER's proper invoice; (2) scheduled delivery date of the Work; or (3) actual delivery of the Work at the final destination.



- 2) Each payment made shall be subject to reduction to the extent of amounts which are found by BUYER or SELLER not to have been properly payable, and shall also be subject to reduction for overpayments. SELLER shall promptly notify BUYER of any such overpayments and remit the amount of the overpayment except as otherwise directed by BUYER.
- BUYER shall have a right of setoff against payments due or at issue under this Contract or any other Contract between the parties.
- Payment shall be deemed to have been made as of the date of mailing BUYER's payment or electronic funds transfer.
- 5) 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.

26. PLACE OF PERFORMANCE

If SELLER requires a change to the place of performance to perform work under this contract from the originally identified location within SELLER's proposal, SELLER shall provide written notice to BUYER as soon as reasonably possible. If SELLER intends to change the location of work performance from within the United States to outside the continental United States, SELLER shall provide BUYER notice in writing no less than six (6) months prior to the change in location. BUYER reserves the right to reject this change and terminate the contract if this location change conflicts with BUYER's prime contract in any way.

27. PRECEDENCE

In the event of any conflicting terms in this Contract, unless otherwise provided herein, the conflict shall be resolved by the following descending order of precedence: 1) Purchase Order/Release document/schedule including any special terms and conditions; 2) SF1014-A and 1014-B; and the Statement of Work (SOW).

28. PRIORITY RATING

All contracts containing a Defense Priorities and Allocation System Regulations (DPAS) rating are "rated orders" which are certified for national defense, emergency preparedness, and energy program use. If this contract has a DPAS rating, SELLER shall follow all DPAS requirements (15 C.F.R. Part 700).

29. QUALITY CONTROL SYSTEM

- SELLER shall provide and maintain a quality control system to an industry recognized Quality Standard and in compliance with any other specific quality requirements identified in this Contract.
- SELLER shall keep and maintain all quality control inspection records and shall make these records available to BUYER

30. Release of Information

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Contract or the subject matter hereof, will be made by SELLER or its subcontractors without the prior written approval of BUYER. SELLER shall not use "BUYER," "BUYER Corporation," or any other trademark or logo owned by BUYER, in whatever shape or form, without the prior written consent of BUYER.

31. RETENTION OF RECORDS

Unless otherwise agreed to in writing, SELLER shall retain all records pertaining to this contract for no less than four (4) years from the date of final payment received by SELLER. Records that must be retained include but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification documents. Upon request SELLER shall accommodate BUYER and/or BUYER's customer when access to the records has been requested.

32. RIGHT OF ACCESS

Upon reasonable notice, BUYER and or BUYER's customer may send a qualified person to SELLER's premises to inspect and observe operations and inspect the final assembly. If the inspection is requested by BUYER and SELLER is unable to accommodate the inspection at the requested date/time, then SELLER shall request a more suitable date/time that BUYER can accommodate to be



scheduled within forty-eight (48) hours of the originally scheduled inspection date/time.

33. 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. If 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.

34. SEVERABILITY & SURVIVABILITY

Should any provision of this contract be determined void, invalid, unenforceable, or illegal, for whatever reason, such provision(s) shall be null and void and the remaining provisions shall remain in full force and effect.

Notwithstanding any other provision of this Contract, all rights, obligations, and duties hereunder shall extend beyond the expiration or termination of this Contract, including but not limited to, warranties, indemnifications, intellectual property, and proprietary information.

35. TIMELY PERFORMANCE/ ON TIME DELIVERY

- 1) Timely performance and On Time Delivery (OTD) is a critical element of this contract.
- 2) Any advanced shipping must be preauthorized in writing by BUYER. If an advanced shipment is not authorized by BUYER then BUYER may store the shipped goods at SELLER's expense, or return, shipping charges collect, all Work received prior to the scheduled delivery date.
- 3) SELLER shall provide BUYER status of performance of this contract upon request. Additionally, if SELLER becomes aware of difficulty in performing the Work, SELLER shall promptly notify BUYER in writing and include relevant details. These notifications shall not alter the delivery schedule.
- In the event of a termination for convenience or change, no claim will be allowed for any manufacture or procurement

in advance of SELLER's normal flow time unless BUYER has given prior written consent.

36. TRAVEL EXPENSES & COSTS

Unless otherwise agreed in writing, all SELLER's expenses and costs associated with travel shall be included in the negotiated Contract price and delineated in the contract line item numbers (CLINs).

37. USE OF FREE, LIBRE & OPEN-SOURCE SOFTWARE (FLOSS)

- This clause only applies to Work that includes the delivery of software (including software residing on hardware).
- 2) SELLER shall disclose to BUYER in writing any FLOSS that will be used or delivered in connection with this Contract and shall obtain BUYER's prior written consent before using or delivering such FLOSS in connection with this Contract. BUYER may withhold such consent in its sole discretion.
- 3) As used herein, "FLOSS License" means the General Public License (GPL), Lesser/Library GPL, (LGPL), the Affero GPL (APL), the Apache license, the Berkeley Software Distribution (BSD) license, the MIT license, the Artistic License (e.g., PERL), the Mozilla Public License (MPL), or variations thereof, including without limitation licenses referred to as "Free Software License", "Open Source License", "Public License", or "GPL Compatible License."
- As used herein, "FLOSS" means software that incorporates or embeds software in, or uses software in connection with, as part of, bundled with, or alongside any (1) open source, publicly available, or "free" software, library or documentation, or (2) software that is licensed under a FLOSS License, or (3) software provided under a license that (a) subjects the delivered software to any FLOSS License, or (b) requires the delivered software to be licensed for the purpose of making derivative works or be redistributable at no charge, or (c) obligates BUYER to sell, loan, distribute, disclose or otherwise make available or accessible to any third party (i) the delivered software, or any portion thereof, in object code and/or source code formats, or (ii) any products incorporating the



delivered software, or any portion thereof, in object code and/or source code formats.

5) SELLER shall defend, indemnify, and hold harmless BUYER, its customers and suppliers from and against any claims, damages, losses, costs, and expenses, including reasonable attorney's fees, relating to use in connection with this Contract or the delivery of FLOSS. No other provision in this Contract, including but not limited to the Indemnity clause, shall be construed to limit the liabilities or remedies of the parties for the use of FLOSS in connection with this Contract or for the delivery of FLOSS under this Contract.

38. USE OF DELIVERABLE TECHNICAL DATA & COMPUTER SOFTWARE

- This clause applies only to technical data or computer software delivered by SELLER to BUYER under this Contract.
- 2) As used in this clause "Nonconforming Marking" means any confidential, proprietary, or other restrictive-use markings that are not expressly permitted by applicable FAR, DFARS, NASA FAR Supplement or other applicable U.S. Government agency acquisition clauses incorporated into this Contract, SELLER shall not deliver technical data or computer software that contains Nonconforming Markings. On behalf of the Government, BUYER may notify SELLER of such a Nonconforming Marking. If SELLER fails to remove or correct such marking within sixty (60) days after such notification, BUYER may, notwithstanding any other provision of this Contract, ignore or, at SELLER's expense, remove or obliterate any such Nonconforming Marking as may be on technical data or computer software delivered by SELLER.

39. WAIVERS, APPROVALS, & REMEDIES

- Failure by either party to enforce any of the provisions of this Contract or applicable law shall not constitute a waiver of the requirements of such provisions or law, or as a waiver of the right of a party thereafter to enforce such provision or law
- BUYER's approval of documents shall not relieve SELLER of its obligation to comply with the requirements of this Contract.

 The rights and remedies of either party in this Contract are cumulative and in addition to any other rights and remedies provided by law or in equity.

40. WARRANTY

SELLER warrants the following:

- it has all rights and capabilities necessary to fulfill the requirements of this Subcontract;
- it shall perform the Work with a degree of skill, care, and judgment which is in accordance with the highest professional standards in the industry;
- its personnel performing the Subcontract meet or exceed any applicable labor category qualifications contained in the Subcontract or Prime Contract.
- 4) that the Work will be executed in strict accordance in all respects with this Subcontract and all applicable requirements of the Prime Contract. This warranty includes the applicable warranty provisions of the Prime Contract and/or the BUYER's customer's post-acceptance rights. SELLER shall be provided with such Prime Contract provisions, upon request.
- 5) that none of the goods or services purchased or provided (including software and all forms of written materials), under this Subcontract, infringes or violates any patent, copyright, trademark, service mark, trade secret, or other proprietary interest of any third party.
- 6) that all representations and warranties of SELLER's contractors and suppliers, together with their service warranties and guarantees, if any, shall inure to BUYER and BUYER's customer.

41. WORK ON BUYER & THIRD PARTY PREMISES

- "Premises" as used in this clause means premises of BUYER, its customers, or other third parties where Work is being performed.
- 2) SELLER shall ensure that SELLER personnel working on Premises comply with any onpremises policies and: (i) do not bring weapons of any kind onto Premises; (ii) do not manufacture, sell, distribute, possess, use or be under the influence of controlled substances or



alcoholic beverages while on Premises; (iii) do not possess hazardous materials of any kind on Premises without BUYER's authorization; (iv) remain in authorized areas only; (v) do not conduct any non-BUYER related business activities (such as interviews, hirings, dismissals or personal solicitations) on Premises, (vi) do not send or receive non-BUYER related mail through BUYER's or third party's mail systems; (vii) do not sell, advertise or market any products or memberships, distribute printed, written or graphic materials on Premises without BUYER's written permission or as permitted by law; and (viii) follow instruction from BUYER in the event of an actual or imminent safety or environmental hazard on Premises.

- 3) All persons, property, and vehicles entering or leaving Premises are subject to search.
- 4) SELLER shall promptly notify BUYER and provide a report of any accidents or security incidents involving loss of or misuse or damage to BUYER, customer, or third party intellectual or physical assets, and all physical altercations, assaults, or harassment.
- 5) SELLER's Premises:
 - a. Prior to entry on Premises, SELLER shall coordinate with BUYER to gain access. SELLER shall provide information reasonably required by BUYER to ensure proper identification of personnel, including, but not limited to verification of citizenship, lawful permanent resident status, protected individual or other status.
 - SELLER personnel requiring access to Premises shall, prior to entry, be screened by SELLER at no charge to BUYER through the BUYER Contractor Screen Program, or otherwise screened by SELLER in a manner satisfactory to BUYER.
- 6) SELLER shall ensure that SELLER personnel: (i) do not remove BUYER, customer, or third party assets from Premises without BUYER authorization; (ii) use BUYER, customer, or third party assets only for purposes of this Contract; (iii) only connect with, interact with or use computer resources, networks, programs, tools or
- 7) routines authorized by BUYER; and (iv) do not share or disclose user identifiers, passwords, cipher keys or computer dial port telephone

- numbers. BUYER may periodically audit SELLER's data residing on BUYER, customer, or third party assets on Premises.
- 8) BUYER may, at its sole discretion, have SELLER remove any specified employee of SELLER from Premises and require that such employee not be reassigned to any Premises under this Contract.
- 9) Violation of this clause may result in termination of this Contract in addition to any other remedy available to BUYER at law or in equity. SELLER shall reimburse BUYER, customer, or third party for any unauthorized use of BUYER, customer, or third party assets.
- SELLER shall advise the BUYER Procurement Representative of any unauthorized direction or course of conduct.
- 11) SELLER shall immediately report to BUYER all emergencies (e.g., medical, fire, spills or release of any hazardous material) and non-emergency incidents (e.g., job-related injuries or illnesses) affecting the Work. SELLER shall provide BUYER with a copy of any reports of such incidents SELLER makes to governmental authorities.



AS9100 Supplier Terms and Conditions

These terms and conditions apply to all external Suppliers and sub-tier Suppliers, which furnish products, processes, or services to be incorporated into ISA's contractually deliverable products when the product is subject to AS9100 requirements as noted on the ISA Purchase Order.

- 1. ISA requires that the Supplier maintain the proper relevant technical data of the processes, products and/or services provided. (e.g., identification and revision status, specifications, drawings, process requirements, work instructions)
- 2. When indicated on the ISA Purchase Order (PO), Suppliers must use ISA's customer approved special process sources.
- 3. ISA reserves the right of final approval of products and services, methods, processes and equipment, and the final release of products and services.
- 4. All Supplier processes must be performed by trained, qualified, and competent persons.
- 5. ISA reserves the right to identify the requirements for interaction with our Suppliers including:
 - a) the use of interactive documentation;
 - b) the use of email; and
- c) documented confirmation methods of all verbal interactions.
- 6. ISA reserves the right to monitor the Supplier's performance including:
 - a) Supplier risk;
 - b) quality of product or service delivered; and
 - c) on-time delivery of product or service.
- 7. ISA reserves the right to designate requirements for verification and validation activities that we, or our customer intend to perform at the Suppliers' premises.
- 8. ISA reserves the right to approve or specify any designs, tests, inspection plans, verifications, criteria for design and development required by ISA from a Supplier.
- 9. ISA reserves the right to approve or specify any special requirements, critical items, or key characteristics.
- 10. ISA reserves the right to approve or specify any test, inspection, and verification (including production process

verification) to ensure that purchased product/service meets the requirements.

- 11. ISA performs inspection activities to ensure that purchased product meets requirements, including:
- a) Receiving inspections (of Supplier products / services / documents) performed by a

designated employee. ISA verifies the authenticity of the appropriate certificate of

conformity, material certificates, etc. and other accompanying documentation by review

and comparison (as is appropriate) to the drawing and/or industry specifications, or by

other means. When necessary, ISA may inspect or audit at the supplier's facility.

- b) Product inspections to ensure they meet requirements, dimensions, etc. Special processes where compliance cannot be verified by inspection will require a Certificate of Conformity.
- 12. ISA reserves the right to approve or specify the use of statistical techniques for product acceptance and related instructions for acceptance by ISA.
- 13. To ensure product identification and traceability, ISA will institute controls that include the requirement of Material Certificates, Certificates of Conformity, and/or other supporting documentation from its suppliers as is appropriate. These requirements may be specified on ISA's Request for Quote (RFQ), purchase order, or may otherwise by communicated to the supplier.
- 14. ISA reserves the right to require the Supplier to:
- a) implement a Quality Management System and ISA reserves the right to review and approve the Supplier Quality Management System;
- b) use customer-designated or approved Suppliers, including special process sources; and
- c) notify ISA of nonconforming products or services (e.g. all deviations from drawing/specification requirements) immediately upon discovery and obtain approval from ISA's Quality Manager for nonconforming product disposition.
- d) ISA requires that the Supplier have policies and procedures to identify potential Counterfeit Parts from their suppliers. Supplier shall immediately notify ISA with the pertinent facts if Supplier becomes aware of or suspects that Counterfeit Parts may have been used in a product delivered to ISA. In the event that products delivered under an ISA PO constitutes or includes

Counterfeit Parts, Supplier shall, at its expense, promptly replace such Counterfeit Parts with genuine parts conforming to the requirements of the order.



Notwithstanding any other provision, Seller shall be liable for all costs related to the removal and replacement of Counterfeit Parts.

- e) The Supplier shall notify ISA of any changes to a product and/or process, including changes of suppliers or location of manufacture, that may affect conformance to specifications or requirements, and to obtain approval from an authorized ISA Manager or designee prior to production. If a First Article Inspection (FAI) was required by the contract for the first product, a new FAI shall be required from the Supplier.
- f) Flow down to the supply chain all applicable requirements (regulatory and AS9100 standard requirements enclosed with the PO, including customer requirements and key characteristics where required).
- g) ISA does not allow Supplier to subcontract any product or process to a sub-tier supplier without prior expressed written consent of ISA.
- h) Provide test specimens for design approval, inspection/verification, investigation, or auditing.
- i) Retain all records associated with the purchase orders for a minimum of five (5) years or as required by contract and have at our disposal such documents to be controlled. All quality records shall be documented in ink or other permanent marking.
- 15. ISA reserves the right of access by ISA's employees, our customers, and any regulatory authorities to the applicable areas of facilities and to applicable documented information involved in the order, at any level of the supply chain. When ISA or its customer intends to perform verification at the supplier's premises, ISA will first state the intended verification arrangements and the method of product release. This information will be communicated on the ISA RFQ, PO, or via another acceptable purchasing arrangement.
- 16. ISA reserves the right to request evidence from the Supplier to ensure its employees are aware of:
- a) their contribution to product or service conformity;
 - b) their contribution to product safety; and
 - c) the importance of ethical behavior.
- 17. ISA may also require specific actions where timely and/or effective corrective actions to a supplier issue are not achieved. These actions may include but are not limited to: 1) withholding payment until the issue is resolved, 2) removal of the supplier from ISA's Approved Supplier list, or 3) further action as determined by ISA Leadership.

- 18. The Supplier shall maintain a Foreign Object Damage (FOD) Prevention control program, as defined in AS9146 Foreign Object Damage (FOD) Prevention Program Requirements for Aviation, Space and Defense Organizations, assuring work is accomplished in a manner preventing foreign objects or material from entering and remaining in deliverable items. Prior to closing inaccessible or obscured areas and compartments during the manufacturing process, the Supplier shall inspect for foreign objects/materials. The Supplier shall investigate all FOD incidents assuring elimination of the root cause.
- 19. Seller warrants that any furnished item containing specialty metals is in compliance with *DFAR 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals, Section 225.7003-5*. Supplier shall provide evidence of compliance, including flow down to all sub-tier suppliers, when requested by ISA.
- 20. Electronic assemblies purchased by ISA are to be controlled in accordance with ANSI/ESD S20.20-2007, ESD Association Standard for Protection of Electrical and Electronic Parts, Assemblies and Equipment. ESD sensitive materials must be packaged in proper ESD protective packing, identified with the proper ESD labels, and receiving paperwork must not be placed inside the ESD bags with the components.
- 21. ISA requires that the Supplier maintain data protection processes and systems to adequately protect specifications, information, data, drawings, software, and other items, which are given to the Supplier. If an event occurs where the Supplier knows, or believes that ISA's data has been accessed, acquired, or disclosed to unauthorized individual(s) (i.e. "Security Incident"), the Supplier shall use reasonable efforts to investigate, contain, and remediate the Security Incident and notify ISA in writing no later than 48 hours after discovering the Security Incident. The Supplier shall encrypt emails to ISA regarding Security Incidents using industry standard encryption methods. The Seller shall ensure equivalent data protection processes are incorporated into agreements with their suppliers so that ISA data is adequately protected in further sub-tiers of the supply chain.



Supplemental Flow-Down Clauses

INNOVATIVE SIGNAL ANALYSIS, INC. Supplemental Flow-Down Clauses												
	FAR Clause	All Procurements	Over \$10K	Over \$15K	Over \$35K (NOT COTS)	Over \$150K	Over \$250K	Over \$500K	Over \$600K	Over \$1.5M	Over \$2M (TINA)	Access to Classified Info.
52.203-19	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (JAN 2017)	√										
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021)	√										
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)	✓										
52.211-5	Material Requirements (AUG 2000) – COTS Products are exempt	✓										
52.216-7	Allowable Cost and Payment (AUG 2018) – not applicable to FFP	✓										
52.222-21	Prohibition of Segregated Facilities (APR 2015)	✓										
52.222-26	Equal Opportunity (SEPT 2016)	✓										
52.222-50	Combatting Trafficking in Persons (NOV 2021)	✓										
52.225-13	Restrictions on Certain Foreign Purchases (FEB 2021)	✓										
52.227-11	Patent Rights – Ownership by the Contractor (MAY 2014)	√										
52.228-7	Insurance – Liability to Third Persons (MAR 1996) – only applicable to CR	✓										
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (NOV 2021)	√										
52.244-6	Subcontracts for Commercial Products and Commercial Services (JAN 2022)	√										
52.204-13	System for Award Management Maintenance (OCT 2018)		✓									
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)		✓									
52.223-18	Encouraging Contractor Policies to Ban Text messaging While Driving (JUN 2020)		✓									
52.222-36	Equal Opportunity for Workers with Disabilities (JUN 2020)			✓								
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021)				✓							
52.203-12	Limitation on Payments to influence Certain Federal Transactions (JUN 2020)					√						
52.222-35	Equal Opportunity for Veterans (JUN 2020)					✓						
52.222-37	Employment Reports on Veterans (JUN 2020)					✓						
52.222-54	Employment Eligibility Verification (NOV 2021) – COTS Products are exempt					√						
52.203-06	Restrictions on Subcontractor sales to the Government (JUN 2020)						✓					
52.203-7	Anti-Kickback Procedures (JUN 2020)						✓					
52.203-17	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (JUN 2020)						√					
52.215-2	Audit and Records – Negotiation (JUN 2020) – not applicable to FFP						√					
52.215-14	Integrity of Unit Prices (NOV 2021) – COTS Products are exempt						✓					



Supplemental Flow-Down Clauses

Supplemental Flow-Down Clauses												
	FAR Clause	All Procurements	Over \$10K	Over \$15K	Over \$35K (NOT COTS)	Over \$150K	Over \$250K	Over \$500K	Over \$600K	Over \$1.5M	Over \$2M (TINA)	Access to Classified Info.
52.223-6	Drug-Free Workplace (MAY 2001) - COTS Products are exempt						\					
52.225-1	Buy American Act (MAY 2014)	✓										
52.227-1	Authorization and Consent (JUN 2020)						✓					
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (JUN 2020)						✓					
52.232-17	Interest (MAY 2014)						✓					
52.246-23	Limitation of Liability (FEB 1997)						✓					
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018)								✓			
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011)										✓	
52.215-15	Pension Adjustments and Asset Reversions (OCT 2010)										✓	
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)										✓	
52.215-19	Notification of Ownership Changes (OCT 1997)										✓	
52.215-22	Limitations on Pass-Through Charges-Identification of Subcontract Effort (OCT 2009) – not applicable to FFP										✓	
52.204-02	Security Requirements (MAR 2021)											✓
52.227-10	Filing of Patent Applications – Classified Subject Matter (DEC 2007)											✓



Supplemental Flow-Down Clauses

DFARS Clause		All Procurements	Over \$10K	Over \$15K	Over \$35K (NOT COTS)	Over \$150K	Over \$250K	Over \$500K	Over \$600K	Over \$2M (TINA)	Over \$1.5M	Access to Classified Info.
252.203-7000	Requirements Relating to Compensation of Former DoD Officials (SEP 2011)	√										
252.203-7002	Requirement to Inform Employees of Whistleblower Rights (SEP 2013)	✓										
252.204-7003	Control of Government Personnel Work Product (APR 1992)	√										
252.204-7015	Notice of Authorized Disclosure of Information to Litigation Support (MAY 2016)	✓										
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (JAN 2021)	√										
252.204-7020	NIST SP 800-171 DOD Assessment Requirements (NOV 2020)	✓										
252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991)									✓		
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of Country that is a State Sponsor of Terrorism (MAY 2019)					✓						
252.211-7003	Item Unique Identification and Valuation (MAR 2016)	✓										
252.215-7002	Cost Estimating System Requirements (DEC 2012)										✓	
252.223-7004	Drug-Free Work Force (SEP 1988)											✓
252.225-7012	Preference for Certain Domestic Commodities (DEC 2017)	✓										
252.225-7048	Export-Controlled Items (JUN 2013)	✓										
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (APR 2019)							✓				
252.227-7013	Rights in Technical Data – Noncommercial Items (FEB 2014)	✓										
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014)	√										
252.227-7015	Technical Data – Commercial Items (FEB 2014)	✓										
252.227-7016	Rights in Bid or Proposal Information (JAN 2011)	✓										
252.227-7019	Validation of Asserted Restrictions – Computer Software (SEP 2016)	✓										
252.227-7030	Technical Data – Withholding of Payment (MAR 2000)	✓										
252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 2016)	✓										
252.232-7010	Levies on Contract Payments (DEC 2006)	✓										
252.232-7017	Accelerating Payments to Small Business Subcontractors – Prohibition on Fees and Consideration (APR 2020)	✓										
252.239-7018	Supply Chain Risk (FEB 2019)	✓										
252.242-7006	Accounting System Administration (FEB 2021) – NOT FFP	✓										
252.243-7002	Requests for Equitable Adjustment (DEC 2012)						✓					
252.244-7000	Subcontracts for Commercial Items (OCT 2020) ALT I	√										
252.244-7001	Contractor System Purchasing Administration – Basic (APR 2012)	✓										
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System (AUG 2016)	✓										
252.246-7008	Sources of Electronic Parts (MAY 2018)	✓										
252.247-7023	Transportation of Supplies by Sea – Basic (FEB 2019)	✓										