

**NOBLE SUPPLY & LOGISTICS
PURCHASE ORDER TERMS AND CONDITIONS
("TERMS AND CONDITIONS")**

Noble Supply & Logistics, LLC ("**Noble**") or its applicable Affiliate (collectively, "**Buyer**") hereby issue to the party with whom **Buyer** is contracting hereunder ("**Company**" or "**Supplier**") (each, a "**Party**"; collectively, the "**Parties**") the attached purchase order, including its attachments, together with these terms and conditions, including its attachments (together, the "**Order**"). This Order is Buyer's offer to Supplier to purchase the products and/or services described in the attached purchase order ("**PO Products**" or "**PO Services**").

"**Affiliate**" means any company or legal entity which (i) controls either directly or indirectly a Party, or (ii) which is controlled directly or indirectly by a Party, or; (iii) is directly or indirectly controlled by a company or entity which directly or indirectly controls such a Party. Noble's Affiliates include Federal Resources Supply Company, LLC ("**FRSC**"), Tactical & Survival Specialties, LLC ("**TSSi**"), K.D. Analytical Consulting, LLC ("**KDA**") and COTS Solutions, LLC ("**COTS**"). These terms and conditions shall apply to purchase orders issued by Noble, FRSC, TSSi, KDA, and COTS, or any other Affiliate of Noble. Buyer may freely assign its rights and obligations under any purchase order to Noble, FRSC, TSSi, KDA, COTS, or any other Noble Affiliate, as applicable, where such entity shall be the procuring company.

1. ACCEPTANCE

Buyer may, at its option, accept any offer submitted by Supplier in response to a request for quotation, thus forming a binding agreement. This Order expressly limits Supplier's acceptance to the terms of this Order. Supplier's commencement of performance in furnishing the PO Products and/or PO Services ordered by Buyer constitutes acceptance by, and consent of, Supplier to these Terms and Conditions. Correspondence (including, for example, letter, facsimile and electronic mail) confirming Buyer's order, or any signed purchase order shall also constitute acceptance by, and consent of, Supplier to these Terms and Conditions. If Supplier does not reject an Order within seven (7) days of the date listed on the purchase order, the Order is deemed accepted and these Terms and Conditions are deemed consented to by Supplier.

2. TERMS

(a) Terms of Sale

The express terms and conditions contained in the applicable distribution agreement ("**Distribution Agreement**"), if any, in these Terms and Conditions, and the applicable purchase order, exclusively govern and control each Party's respective rights and obligations regarding the purchase and sale of the PO Products, and the Parties' agreement is expressly limited to such terms and conditions. Any conflicting terms or conditions introduced by Company, on any quote or other document associated with this Order or any purchase order, are expressly rejected by Buyer, and shall be null and void. Notwithstanding the above, any regulatory and/or contractual flowdowns incorporated into Buyer's purchase order shall apply to the purchase and sale of the applicable PO Products, and Company agrees to abide by such regulatory and/or contractual flowdowns.

(b) Order of Precedence

Notwithstanding the foregoing and subject to any applicable regulatory and/or contractual flowdowns, the order of precedence in the event of conflicting terms in the interpretation and enforcement of this Order is as follows: (a) applicable federal, state, and local law; (b) the relevant purchase order; (c) the Distribution Agreement; then, (d) these Terms and Conditions.

(c) Modifications

Modifications to this Order shall be prohibited except to the extent that each individual proposed modification is identified and specifically agreed to in writing by both Parties.

3. BRAND NAMES

Supplier shall provide the PO Products and/or PO Services as proposed to include brand names and part numbers proposed. Strict compliance with the attached purchase order is required and no substitutions are acceptable without the prior written consent of Buyer.

4. FREIGHT

All PO Products, unless otherwise specified in the attached purchase order, shall be delivered FOB Destination, Freight Prepaid. If "Freight Prepaid and Add" has been arranged in advance, charges for freight must be accompanied by a copy of the freight bill. No payments for freight will be made without a copy of the freight bill that includes the attached purchase order number.

5. DELIVERY; FAILURE TO MEET DELIVERY DATE

- (a) The PO Products and PO Services shall be delivered in accordance with the delivery schedule contained in the attached purchase order. Time is of the essence in Supplier's performance of its obligations under the purchase order. Supplier will immediately notify Buyer if Supplier's timely performance under the Order is delayed or is likely to be delayed. Buyer's acceptance of Supplier's notice will not constitute Buyer's waiver of any of Supplier's obligations.
- (b) Supplier acknowledges that Buyer may be reselling the goods and/or services provided by Supplier and a failure to meet delivery requirements may result in damages to Buyer, for which Supplier will be liable.

6. INSPECTION

All PO Products and PO Services shall be subject to inspection and testing by Buyer and its agents and by its customers. In the event that such products supplied are not provided in accordance with the attached purchase order, Supplier product descriptions and/or any applicable specifications and instructions of Buyer, Buyer may require immediate correction thereof, or as to services, require that the services be immediately corrected or rendered again at Supplier's expense. If such defects exist, and if Supplier is unable or refuses to immediately replace the goods or correct the services to conform to the attached purchase order, Buyer may terminate this Order for default, with no liability to Buyer. No inspection (including source inspection), test, approval (including design approval), or acceptance of products or services, or failure to inspect and accept or reject products or services, shall relieve Supplier from responsibility for any defects or other failure to meet the requirements of this Order, or for latent defects, fraud, such gross mistakes that amount to fraud, or Supplier's warranty obligations, nor impose liability on Buyer.

7. FEES; PAYMENT

- (a) Unless otherwise specified in the purchase order, the price for the PO Products and/or PO services includes all taxes and other charges such as shipping and delivery charges, duties, customs, tariffs, imposts and government-imposed surcharges. Supplier will, at Buyer's request, break-out from the price all such taxes and other charges, in its invoices. Supplier shall use its best efforts to assist Buyer in all legal efforts to minimize the taxes resulting from the performance of this Order.
- (b) Buyer will pay Supplier the price in accordance with the payment terms set forth in the purchase order following the later of: (i) the delivery date; (ii) the date of Buyer's acceptance of all of the products and/or services; or (iii) Buyer's receipt of a properly prepared invoice. A properly prepared invoice must include the purchase order number, item number, description of goods or services, sizes, quantities, unit price and extended totals and, if required in the purchase order, Supplier's certification of conformance of the products and/or services to the requirements. If no payment terms are set forth, the Buyer's standard Net 45, or Net 30 with 1.5% Early Payment Incentive, or Net 15 with 3% Early Payment Incentive terms will apply. Payment shall not constitute final acceptance.
- (c) Payment will be in the currency of the country in which the Buyer entity or affiliate identified in the purchase order is located, and if the price set forth in the Purchase Order is not in the local currency, then Buyer will determine the local currency equivalent of the price as of date of payment. Buyer may, at any time, set-off any amounts Supplier owes Buyer against any amounts Buyer owes to Supplier or any of its affiliated companies.
- (d) Payment shall not constitute final acceptance.
- (e) Buyer will only pay "Restocking Fees" specifically agreed upon in the attached purchase order.

8. DEFECTIVE WORK

Notwithstanding any prior acceptance, Buyer may reject or require prompt correction of any PO Products or PO Services which are, in Buyer's judgment, defective in material or workmanship or otherwise fail to meet the drawings, designs, statement of work, specifications or other technical documents, or other requirements of this Order.

If Supplier delivers defective or nonconforming products or services, Buyer may:

- (a) Accept all or part of the defective or non-conforming products or services at an equitable price reduction or credit against any amounts that may be owed to Supplier under this Order or otherwise; or
- (b) Reject all or any part of a delivery or performance of defective or non-conforming products or services and demand a prompt delivery of conforming products or re-performance of conforming services. All rejected products shall be shipped back to Supplier at Supplier's expense and any re-performance of defective or nonconforming services shall be at no cost to Buyer; or
- (c) Make or perform, or have a third party make or perform, all repairs, modifications, or replacements necessary to enable such product or service to comply in all respects with Order requirements and charge the expense incurred to Supplier; or
- (d) Terminate this Order for default in whole or in part.

Any rejected or corrected PO Products or PO Services shall not thereafter be tendered for acceptance unless the former rejection or requirement for correction is disclosed. All repair, replacement and other correction and redelivery shall be completed within the original delivery schedule unless otherwise directed by Buyer.

Supplier shall immediately notify Buyer upon discovery of actual or potential defects or non-conformance affecting a delivered product or performed service.

9. REPRESENTATIONS AND WARRANTIES

Supplier represents and warrants that:

- (a) All PO Products will be new, unless otherwise expressly permitted by Buyer, and free from defects in material, workmanship, and design, and that all PO Services will be delivered in a professional and workmanlike manner;
- (b) All PO Products and PO Services will conform to applicable specifications, drawings, and industry standards of quality and performance, and that all PO Products will be free from defects in design and suitable for their intended purpose;
- (c) All PO Products and PO Services will conform to all requirements of this Order;
- (d) PO Products are fit and safe for consumer use, if so intended;
- (e) Supplier's performance hereunder, including its provision of PO Products and PO Services, will be in accordance with all applicable laws, rules and regulations;
- (f) Supplier has sufficient right, title and interest in PO Products and PO Services to provide them to Buyer (including its customers) as contemplated hereunder;
- (g) All Original Equipment Manufacturer ("**OEM**") warranties and any other applicable Supplier warranties flow to Buyer, which may then be assigned by Buyer to its customer(s) and such warranties do not commence until PO Products and PO Services are accepted by Buyer's customer;
- (h) PO Products and PO Services are provided free and clear of any liens or encumbrances and are free of any claim of any third party; and
- (i) The performance of Supplier under this Order, including any PO Services provided by Supplier to Buyer and Buyer's subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees and Buyer's customers (collectively, "**Buyer's Indemnitees**"), and the sale, use, or incorporation into manufactured PO Products of all machines, devices, material, software, and firmware which are not of Buyer's design, composition, or manufacture, shall be free and clear of infringement of any valid patent, copyright, trademark, or other proprietary rights.

All representations and warranties of Supplier, together with its service warranties and guarantees, if any, shall run to Buyer, Buyer's Affiliates, and Buyer's customers. The foregoing representations and warranties shall survive any delivery, inspection, acceptance, or payment by Buyer.

10. CHANGES

Buyer may, by written notice to Supplier at any time before completion of the attached purchase order or complete delivery is made under the attached purchase order, make changes within the general scope of the attached purchase order in any one or more of the following: (a) drawings, designs, or specifications; (b) quantity; (c) place of delivery; (d) method of shipment or routing; and/or (e) make changes in the amount of Buyer furnished property. If any such change causes a material increase or decrease in the cost of, or the time required, for the performance of any

part of the work under the attached purchase order, Buyer shall make an equitable adjustment in the attached purchase order price or delivery schedule, or both, and shall modify the attached purchase order via amendment thereto. The Supplier must have notified Buyer in writing of any request for such adjustment within seven (7) days from the date of such notice from Buyer or from the date of any act of Buyer that Supplier considers constitutes a change. Supplier shall proceed with the work as changed without interruption.

11. PROPRIETARY INFORMATION

(a) Existing NDA

If a confidentiality/non-disclosure agreement exists between the Parties, that agreement is incorporated herein and shall apply for the duration of this Order instead of this Section. If no confidentiality/non-disclosure agreement exists between the Parties, then this Section controls, subject to Section 2(b).

(b) Definition

“Proprietary Information” is defined, for purposes of this Order, to include all technical data and information, trade secrets, drawings, designs, formulas, inventions, audited and unaudited financial statements and similar documents supporting or referred to in audited and unaudited financial statements, income and other tax returns, sales data, accounts receivable and payable information, inventories, work in progress, cost and pricing information, business data such as material mark-up, labor rates and attribution of overhead factors, and other financial and payroll filings with governmental agencies, together with: (i) any information disclosed in written or tangible form that is marked as “Proprietary” at the time of disclosure; (ii) any information disclosed verbally that is identified as “Proprietary” at the time of disclosure and is summarized in a writing sent by the disclosing Party to the receiving Party within thirty (30) days after disclosure; and (iii) any information, whether disclosed or accessed in written, electronic, or other form or media, regardless of whether marked “Proprietary,” that a reasonable person in the position of the receiving Party would discern as confidential or proprietary.

(c) Applicability

The Parties agree that the provisions of this Section shall apply to all Proprietary Information disclosed prior to the date of this Order, in addition to Proprietary Information disclosed on or after the date of this Order. Each Party represents and warrants that prior to the date of this Order that it has not used or disclosed to any third party any Proprietary Information of the other Party, nor allowed such use or disclosure to occur.

(d) Limitations on Use and Disclosure of Proprietary Information

The receiving Party will receive, maintain, and hold Proprietary Information in strict confidence and will use at least the same level of care in safeguarding Proprietary Information that it uses with its own material of a similar nature but in no event less than reasonable care under the circumstances.

Proprietary Information shall be used solely for the furtherance of this Order and shall not otherwise be used for the benefit of the receiving Party, or third parties. The receiving Party will not reverse engineer, decompile or disassemble the Proprietary Information.

Proprietary Information shall not be copied or reproduced by the receiving Party beyond the limits reasonably required to perform this Order. The receiving Party will promptly notify the disclosing Party upon discovery of any potential unauthorized use or disclosure of the

Proprietary Information and take reasonable steps to regain possession of the Proprietary Information and prevent further unauthorized actions or other breach of this Section. Any and all copies of the Proprietary Information made by the receiving Party or in its possession, must be accounted for and destroyed or returned in accordance with the procedures specified herein.

Proprietary Information shall be disclosed only to the employees of the receiving Party who have a “need to know” in connection with the performance of this Order.

This Section shall not restrict disclosure or use of Proprietary Information that:

1. was in the public domain at the time of disclosure or thereafter enters the public domain through no breach of this Section by the receiving Party;
2. was, at the time of receipt, otherwise known to receiving Party without restriction as to use or disclosure;
3. becomes known to the receiving Party from a source other than the disclosing Party without breach of this Section by the receiving Party; or
4. is developed independently by the receiving Party and without reliance upon Proprietary Information disclosed hereunder.

(e) Required Disclosure

Should the receiving Party be faced with legal action or requested to disclose Proprietary Information received hereunder pursuant to Government regulations, the receiving Party shall forthwith notify the disclosing Party, and upon the request and at the expense of the disclosing Party, shall cooperate with the disclosing Party in contesting such disclosure, and except in connection with failure to discharge responsibilities set forth herein, neither Party shall be liable in damages for any disclosures of information received hereunder pursuant to judicial action or Government regulations. Buyer shall not be prohibited from providing copies of this Order, including any other document incorporated into this Order, to federal, state or other regulatory agencies as requested by either Buyer’s or government auditors to comply with auditing procedures. In the event disclosure is required, the receiving Party shall disclose no more than that portion of Proprietary Information that is necessary to comply with such law, regulation, or valid court order. Such disclosure shall not affect the Parties’ obligations of confidentiality under this Section.

(f) Survival

The foregoing commitments of each Party in this Section shall survive any termination of this Order, and shall continue for a period of three (3) years from the date of disclosure. In the case of trade secrets, the foregoing commitments of each Party shall survive any termination of the relationship between the Parties and shall be perpetual until disclosed to the general public.

(g) Obligations upon Termination

Upon the termination of this Order, or upon the written request of the disclosing Party, the receiving Party shall cease use of any Proprietary Information, and shall destroy all such Proprietary Information, including copies thereof, then in its possession or control, promptly furnishing the disclosing Party with written certification of such destruction. Alternatively, at the request of the disclosing Party, the receiving Party shall return all such Proprietary Information and copies to the disclosing Party. However, receiving Party may retain one (1) archival copy of the Proprietary Information that it may use only in case of a dispute concerning this Section.

12. INTELLECTUAL PROPERTY

“**Intellectual Property**” shall mean creations of the mind including: ideas, inventions, works of authorship, and symbols, names, images, and designs embodied in for example, technical data, designs, information, computer software, drawings, formulae, specifications, diagrams, processes, know-how, procedures and technology and all legal rights in such creations of the mind. “**Work(s)**” shall mean physical manifestations of Intellectual Property created under this Order.

Supplier grants Buyer a revocable, transferable license to modify, use, sell, offer for sale, and disclose any Work or other deliverable delivered by Supplier under this Order for the performance of this Order and any higher tier contract. Supplier warrants that it has the rights in the Work or other deliverable delivered by Supplier pursuant to this Order or higher tier contract sufficient to grant to this license to Buyer. This license shall extend through Buyer to its customers.

With the exception of the above license, the rights associated with existing and/or independent Intellectual Property of either Party shall remain those of the respective Party. Nothing in this Section shall modify or alter any rights that the U.S. Government may have in any PO Products and/or PO Services, including Data or software deliverables to the U.S. Government.

13. INSURANCE PROVISION FOR PROCUREMENT PURCHASE ORDERS /SUBCONTRACTS

- (a) Without prejudice to Supplier’s liability to indemnify Buyer, Supplier shall procure at its expense and maintain for the duration of any properly awarded Order, insurance providing coverage for liabilities to third parties for bodily injury (personal injury) and damage to property in amounts sufficient to protect Buyer in the event of such injury or damage, and will be in compliance with any and all laws, regulations or orders addressing the liabilities of an employer to its employees for injuries and disease suffered in connection with employment.
- (b) Supplier further will maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations to Supplier in the jurisdiction or jurisdictions in which Supplier’s operations take place.
- (c) Supplier, and its employees, agents, representatives, consultants, subcontractors and suppliers, are not insured by Buyer, and are not covered under any policy of insurance that Buyer has obtained or has in place.
- (d) The required insurance coverage above shall be primary and non-contributing with respect to any other insurance that may be maintained by Buyer and notwithstanding any provision contained herein, the Supplier, and its employees, agents, representatives, consultants, subcontractors and suppliers, are not insured by Buyer, and are not covered under any policy of insurance that Buyer has obtained or has in place.
- (e) Supplier shall make available upon request of Buyer current certificates of insurance evidencing the insurance policies above, including evidence of additional insured status and waivers of subrogation where required.

14. INDEMNIFICATION

(a) General Indemnification

Supplier shall indemnify, defend, and hold harmless Buyer and Buyer's Indemnitees from and against all claims, suits, actions, awards, damages, costs, losses, expenses, or any liability whatsoever, including reasonable attorneys' fees and other reasonable professional fees and costs, the cost of enforcing any right to indemnification, and the cost of pursuing any insurance providers, (collectively, "**Losses**") arising out of or in connection with:

1. The PO Services or any other work to be performed hereunder;
2. The PO Products;
3. Any act or omission of Supplier, its agents, employees, or subcontractors, including negligent acts or omissions;
4. Supplier's violation of any applicable law, regulation, or executive order; and/or
5. Breach of any representation, warranty, or covenant made by Supplier herein.

(b) Intellectual Property Indemnification

Supplier shall indemnify, defend, and hold harmless Buyer and Buyer's Indemnitees from and against all Losses related to the actual or alleged infringement of any U.S. or foreign intellectual property right (including, but not limited to, any right in a patent, trademark, copyright, industrial design or semiconductor mask work, or based on misappropriation or wrongful use of information or documents) arising out of or occurring in connection with the performance of Supplier under this Order, the manufacture, sale or use of Products delivered by Supplier under this Order, the provision of PO Services by Supplier under this Order, or the use or possession of the PO Products under this Order by Buyer or Buyer's Indemnitees.

15. TERMINATION AND DEFAULT

(a) Termination for Convenience

Buyer may at any time terminate all or any part of this Order in accordance with the contract clause entitled "Termination for Convenience of the Government (Fixed-Price)" set forth at 48 C.F.R. § 52.249-2 of the Federal Acquisition Regulation ("**FAR**"). This FAR clause is hereby incorporated herein and made a part hereof by this reference, except that the term "contract" therein shall mean this Order, the term "Contracting Officer" therein shall mean "Buyer", the term "Government" therein shall mean "Buyer" except that in subparagraph (b) (8) and at the first occurrence thereof in paragraph (h) it shall mean "Buyer or the Government" and in paragraph (n) it shall mean "Buyer and the Government", the term "Contractor" therein shall mean "Supplier", paragraphs (d) and (j) thereof are deleted, the period "120 days" in paragraph (c) is changed to "60 days", the period "1 year" in paragraph (e) is changed to "3 months" and the period "90 days" in paragraph (l) is changed to "45 days"; provided, however, that if this Order is a first-tier subcontract under a U.S.G. Prime Contract, the period "1 year" in paragraph (e) is changed to "180 days."

(b) Termination by Default

Buyer may, by written notice of default for cause, as specified below, to the Supplier and in addition to any other remedies it may have, immediately terminate the whole or any part of any Order, without a restocking fee, in any one of the following circumstances:

1. If, in Buyer's reasonable discretion, Supplier fails to make progress in the work so as to endanger performance or delivery of the goods or to perform the services within the

- time specified herein or any extension thereof;
2. If Supplier misses a delivery date specified in an Order;
 3. If Supplier breaches fails to perform any of the other provisions of the Order and does not cure such failure within a period of ten (10) days (or such longer period as Buyer may authorize in writing) after receipt of notice from the Buyer specifying such failure; or
 4. Supplier becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts as they become due.

(c) Effect of Termination

If this Order is terminated by Buyer for default, Buyer may procure or otherwise obtain, upon such terms and in such manner as Buyer may deem appropriate, goods and/or services similar to those terminated, and Supplier, subject to the exceptions set forth below, shall be liable to Buyer for any excess procurement costs of such similar goods or services and any liability of Buyer to its customer resulting from such Supplier default. In the event Company terminates this Order for cause, Buyer shall not be liable to Company for any PO Products and/or PO Services unless delivered and accepted.

Supplier shall continue performance of the Order to the extent not terminated. In the event this Order is terminated, Supplier shall honor all existing valid quotes and accepted purchase orders for PO Products.

16. NON-WAIVER OF RIGHTS

The failure of a Party to insist upon strict performance of any of the terms and conditions in the Order, or to exercise any rights or remedies, shall not be construed as a waiver of its rights to assert any of the same or to rely on any such terms or conditions at any time thereafter. The invalidity in whole or in part of any term or condition of these Terms and Conditions shall not affect the validity of other parts hereof.

17. EQUITABLE REMEDIES

Each Party to this Order acknowledges and agrees that (a) a breach or threatened breach by such Party of any of its confidentiality or intellectual property obligations under this Order would give rise to irreparable harm to the other Party for which monetary damages would not be an adequate remedy and (b) if a breach or a threatened breach by such Party of any such obligations occurs, the other Party hereto will, in addition to any and all other rights and remedies that may be available to such Party at law, at equity or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to (i) post a bond or other security, (ii) follow any prescribed dispute resolution procedure, or (iii) prove actual damages or that monetary damages will not afford an adequate remedy. Each Party to this Order agrees that such Party shall not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Section (Equitable Remedies).

18. GOVERNING LAW

This Order and all acts and transactions pursuant hereto and the rights and obligations of the

Parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law, except as to such issues which may be governed by Federal laws.

19. DISPUTES

(a) Jurisdiction; Venue

Any dispute under this Order not otherwise resolved by the Parties shall be resolved a court of competent jurisdiction in the Commonwealth of Massachusetts, and each Party consents to the jurisdiction and venue of such courts.

(b) Dispute Process

1. In the event a question, claim, or dispute between the parties arising out of this Agreement is not cognizable under Subsection (2) of this Section, the Parties shall resolve any dispute, controversy, or claim arising out of or relating to this Order by exhausting the following options in the following order: (i) negotiation of the Parties by the individuals named herein or on the applicable purchase order, within thirty (30) days after one Party notifies the other Party of a dispute in writing, (ii) escalation to executive level for negotiation, (iii) after fifteen (15) days of executive level involvement the Parties may use the judicial process to resolve the dispute utilizing the laws and forum specified in this Section.
2. Disputes with Buyer's customer. Any dispute between the Parties arising under or relating to this Order that is the subject of a claim between Buyer and U.S. Government ("USG"), or that Buyer determines, in its reasonable discretion, should be presented to USG as a written demand under the prime contract dispute resolution clause, shall be resolved in accordance with this Subsection.
 - i. If Buyer submits any contract claim or request for equitable adjustment under a U.S. Government contract, and such claim or request includes or is based on a Supplier claim or request, Supplier shall provide any and all documents or information requested by Buyer pertaining to Supplier's portion of the claim or request, and shall provide Buyer with a full disclosure of all relevant facts, including cost and pricing data, supporting Supplier's claim or request.
 - ii. Any decision by USG or designee under the prime contract relating to this Order and binding on Buyer, shall be conclusive and binding upon Supplier, and Buyer shall notify Supplier of any such decision.
 - iii. If Buyer elects to appeal any decision, Supplier shall provide Buyer with reasonable assistance, including access to Supplier's personnel and non-privileged information. Buyer may, in its reasonable discretion, permit Supplier to participate in such appeal in order to protect Supplier's interests, provided that such participation is through and under the coordination of Buyer.
 - iv. If Buyer elects not to appeal such a decision, Buyer will notify Supplier. If, within (5) five days of receiving such notice, Supplier notifies Buyer that it wishes to appeal the Final Decision, Buyer shall grant Supplier the right to appeal the decision in the name of Buyer under the dispute resolution clause of the prime contract. Any appeal brought by Buyer on behalf of Supplier shall be at the sole expense of Supplier and subject to the following conditions:

1. Supplier has certified the underlying claim in the manner, time and form prescribed by the prime contract;
 2. Supplier agrees to be responsible for the presentation of all evidence, facts and data for the furnishing of such, and to promptly make payments for any expenses, including any legal fees and costs in connection with such appeal;
 3. Buyer agrees to make available such personnel and information of Buyer as are reasonably required for prosecution of the appeal;
 4. Supplier shall keep Buyer reasonably apprised of progress in any such appeal, and shall give Buyer copies of all pleadings and correspondence in such appeal;
 5. Supplier agrees that its remedies in such an appeal (including the measure of damages or equitable adjustment and interest) shall be determined by, and be no greater than, the remedies that could have been granted to Buyer.
- v. Failure to comply with the above stated conditions may be the basis for termination of such appeal and Supplier shall be then conclusively bound by the final decision.
 - vi. As used herein, the term “appeal” includes all proceedings undertaken by Supplier pursuant to this provision, including proceedings before any court or tribunal with jurisdiction over such appeal. As between the parties, Supplier agrees to be conclusively bound by any final, non-appealable decision of such court or tribunal.
 - vii. Nothing herein shall grant Supplier a direct right to obtain a decision or final decision of the Customer, or to take an appeal of any such decision.
3. Pending any prosecution, appeal, or final decision referred to in this Section, or the settlement of any dispute arising under this Order, both Parties shall proceed diligently, with their respective obligations under this Order.

20. LIMITATION OF LIABILITY

EXCEPT FOR SUPPLIER’S INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE UNDER THIS ORDER TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY FUTURE LOSS OF PROFITS, OVERHEAD, SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR SIMILAR DAMAGES CLAIMED OR ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH BREACH OR DEFAULT OF THIS ORDER, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. NOTWITHSTANDING THE FOREGOING, THIS SECTION SHALL NOT BE CONSTRUED TO DISCLAIM DIRECT DAMAGES.

21. COMPLIANCE WITH LAWS

Each Party shall comply with all applicable laws, statutes, acts, ordinances, rules, codes, standards and regulations in the performance of this Order. Each Party will supply the other Party hereto with any information required by any governmental agencies or as such Party may

reasonably request for its compliance with law or performance of this Order. Each Party will respond to the other Party's requests for information under this Section in a timely and cooperative manner.

22. EXPORT CONTROLS

Each Party represents that it will comply with all applicable export and import laws and regulations during performance of this Order, including but not limited to, the U.S. Arms Export Control Act, as amended (22U.S.C. §§ 2751-2799), the International Traffic in Arms Regulations, as amended (22 C.F.R. §§ 120-130), the Export Administration Act, as amended, (50 U.S.C. §§ 2401-2420), and the U.S. Export Administration Regulations, as amended (15 C.F.R. §§ 730-774). Each Party shall inform the other of any export-controlled information or material prior to dissemination and shall label such controlled information or material as "Export-Controlled." Supplier shall provide Buyer with the USML and/or ECCN for PO Products as applicable. The Parties shall not export, disclose, furnish or otherwise provide any defense article, technical data, technology, defense service, or technical assistance of the other Party to any foreign person or entity, whether within the U.S. or abroad, without obtaining, in advance, (a) appropriate U.S. government export authorization, and (b) written approval from the other Party. Parties shall incorporate the following statement as an integral provision of any contract, invoice or other appropriate document whenever applicable PO Products are sold or otherwise transferred:

"These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations."

23. COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

The terms "backhaul," "covered telecommunications equipment or services," "interconnection arrangements," "reasonable inquiry," and "roaming," as used in this Section 23 shall have the meanings set forth in the definitions subsection of FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. This Section does not prohibit Supplier from providing a service that connects to the facilities of a third-party (such as backhaul, roaming, or interconnection arrangements).

After conducting a reasonable inquiry, both internally and of its supply chain, Supplier represents that it will not provide to Buyer any covered telecommunications equipment or services, and Supplier does not use and/or rely upon any covered telecommunications equipment or services, whether directly or indirectly, concerning the PO Products and/or PO Services being delivered to Buyer under the Order. The aforementioned use of covered telecommunications equipment or services is not restricted to use in performance of work under a Federal contract.

In the event that Supplier identifies or otherwise becomes aware of covered telecommunications equipment or services being provided and/or used and/or relied upon by the PO Products and/or PO Services under this Order, Supplier shall immediately notify Buyer in writing. Such notification shall include the name, unique entity identifier, and CAGE code of the supplier of the covered telecommunications equipment or services; the brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item

description; and any readily available information about mitigation actions undertaken or recommended. Within five (5) business days of initial notification, Supplier shall provide the following additional information in writing to Buyer: any further available information about mitigation actions undertaken or recommended; any efforts the Supplier undertook to prevent use or submission of covered telecommunications equipment or services under this Order; and any additional efforts that will be incorporated by Supplier to prevent future use or submission of covered telecommunications equipment or services.

In the event that Supplier or its subcontractors fail to comply with this Section 23, Buyer may terminate all or part of this Order at no cost to Buyer. In addition, at Buyer's discretion, Supplier shall promptly replace such non-compliant products with products and/or services acceptable to Buyer and its customer. Supplier shall be liable for all costs relating to the removal and replacement of non-compliant products in regard to Section 23.

24. STANDARDS OF BUSINESS ETHICS & CONDUCT

Buyer believes in fair and open competition and is committed to conducting its business fairly, impartially and in an ethical and proper manner. Buyer is a small business with the highest quality and ethical standards. These characteristics make it imperative that Buyer employees adhere to a particularly high ethical standard. Buyer ownership both demands and fosters highly ethical conduct because Buyer can be successful only when employees look after long-term interests of the company and resist pressures to compromise Buyer's standards. Buyer's expectation is that Supplier also will conduct its business fairly, impartially and in an ethical and proper manner. If Supplier has cause to believe that Buyer or any employee or agent of Buyer has acted improperly or unethically under this Order, Supplier shall report such behavior to the Buyer's Ethics Hotline available 24 hours a day, every day at U.S. 781-616-1533 or Noble's Human Resources Compliance Manager at mchambers@noble.com (540) 434-8974 ext. 4111.

25. MISCELLANEOUS

- (a) Except as otherwise provided herein, neither Party may assign this Order or any interest herein, or delegate any obligation hereunder without the prior written consent of the other Party, except either Party may assign this Order as part of a corporate reorganization or consolidation involving all or substantially all of its assets or business to which this Order relates. If Supplier fails to obtain Buyer's prior written consent, any such assignment or delegation shall be null and void. For all permitted assignments and delegations, the Order shall bind and inure to the benefit of the parties and their successors and assigns.
- (b) Any signed Order shall be binding on the parties through original, facsimile or scanned and emailed signatures.
- (c) Both parties agree that they are independent entities. Nothing in the Order shall be construed to create a partnership, joint venture, or agency relationship between the parties. Each party is responsible for the supervision, management, direction, employment costs, and payment of compensation of its own employees.
- (d) Unless otherwise expressly set forth in the Order, all remedies available to either party for breach of the Order are cumulative and may be exercised concurrently or separately, are in addition to any other rights and remedies provided by law, and the exercise of any one remedy will not be deemed an election of such remedy to the exclusion of other remedies.
- (e) The following sections shall survive termination or expiration of this agreement for

any reason: Section 9 (Representations & Warranties); Section 11 (Proprietary Information); Section 12 (Intellectual Property); Section 14 (Indemnification); Section 15 (Termination & Default); Section 16 (Non-Waiver); Section 17 (Equitable Remedies); Section 18 (Governing Law); Section 19 (Disputes); and Section 20 (Limitation of Liability).

26. ANTI-TRAFFICKING IN PERSONS

Supplier is prohibited from engaging in activities that support or promote trafficking in persons, including, but not limited to, any of the following:

- (a) Trafficking in persons, including, but not limited to the following:
 - 1. sex trafficking; or
 - 2. the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, debt bondage, or slavery.
- (b) The procurement of a commercial sex act;
- (c) The use of forced labor in the performance of company business;
- (d) The use of misleading or fraudulent recruitment activities;
- (e) Charging employees recruitment fees;
- (f) Failing to pay for the return transportation at the end of employment for an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working;
- (g) Providing or arranging housing that fails to meet the host country housing and safety standards; or
- (h) If required, failing to provide an employment contract, recruitment agreement, or similar work document in writing, in the individual's native language and prior to the individual departing from his or her country of origin.

Supplier represents and warrants that it shall abide by and comply with the requirements of this Section. Further, Supplier shall require its employees, agents, contract laborers and subcontractors to abide by and comply with the requirements of this Section.

Buyer may, at any time, audit all pertinent books, records, work sites, offices, and documentation of Supplier in order to verify compliance with this Section. Supplier agrees to cooperate with and provide Buyer with any information reasonably requested in support of Buyer's due diligence or other efforts and in order to verify compliance with this Section. Supplier will, in all of its lower-tier subcontracts and contracts relating to this Order or any other Order with Supplier, include provisions which secure for Buyer all of the rights and protections provided for within this Section.

Supplier acknowledges that if Supplier or any of its employees, agents, contract laborers or subcontractors engages in any of the prohibited activities in this Section, this Order is subject to termination.

Whenever Supplier has knowledge, whether substantiated or not, that any actual or suspected violation of this Section has occurred, Supplier shall immediately give written notice to the Buyer's representative listed on the applicable purchase order and provide all relevant information including, but not limited to, the nature of the actual or suspected violation.

Supplier shall provide its full cooperation during any subsequent investigation of the actual or suspected violation by Buyer, Buyer's representative, or cognizant government agency.

Supplier's cooperation shall include, but not be limited to, permitting inspection of its work sites, offices, and documentation, as necessary to support any investigation. Supplier agrees to insert the substance of this Section, including this sentence, in any lower-tier subcontract.

27. STOP WORK ORDER

Buyer may, at any time, by written notification to Supplier, require Supplier to stop all, or any part of the work called for by this Order for a period of ninety (90) days after the written notification is delivered to Supplier, and for any further period to which the Parties may agree. The notification shall be specifically identified as a Stop-Work Order ("**SWO**") issued under this Section. Upon receipt of the SWO, Supplier shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the SWO during the period of work stoppage. Within a period of ninety (90) days after a SWO is delivered to Supplier, or within any extension of that period to which the Parties shall have agreed, Buyer shall either (1) cancel the SWO; or (2) terminate the work covered by the SWO as provided for in "Termination for Convenience" of this Order.

If a SWO issued under this Section is canceled or the period of that SWO or any extension thereof expires, Supplier shall resume work. Buyer shall make an equitable adjustment in the delivery schedule or purchase order price, or both, and this Order shall be modified in writing accordingly if (1) the SWO results in an increase in the time required for, or in Supplier's cost properly allocable to, the performance of any part of this Order; and (2) Supplier asserts its rights to the adjustment within twenty (20) days after the end of the period of work stoppage.

If a SWO is not canceled and the work covered by the SWO is terminated for the convenience of Buyer, Buyer shall allow reasonable costs resulting from the SWO in arriving at the termination settlement.

28. SUSPECT/COUNTERFEIT PARTS

This Section is applicable to all Orders. If DFARS 252.246-7007 and DFARS 252.246-7008 are also applicable to this Order, the provisions of paragraphs (a) – (e) of DFARS 252.246-7007, including its definition of "electronic parts," are incorporated in this paragraph by reference and "Contracting Officer" shall mean "Buyer." Supplier shall establish and maintain a material authenticity process that ensures the requirements of these clauses or other authenticity requirements in this Order are met. Supplier's obligation to substantiate authenticity shall survive acceptance of and payment for PO Products under this Order.

Supplier shall not furnish suspect counterfeit or counterfeit parts to Buyer under this Order. Supplier shall only purchase products to be delivered or incorporated in products to Buyer directly from the Original Component Manufacturer ("OCM")/Original Equipment Manufacturer ("OEM"), or through an OCM/OEM authorized distributor, and all products delivered under this Order shall be authentic and traceable to the OCM/OEM. Supplier shall provide authenticity and traceability records, including but not limited to a Certificate of Conformance ("CoC") or Certificate of Origin ("CoO"), to Buyer for all products considered electronic parts, and for all other products, Supplier shall provide authenticity and traceability records, including but not limited to a CoC or CoO, to Buyer upon request.

Supplier shall immediately notify Buyer if Supplier cannot provide parts, components, and/or assemblies traceable to the OCM or OEM. Upon receipt of such notification, Buyer reserves the right to terminate this Order at no cost to Buyer or require specific material validation test and

inspection protocol requirements to Supplier.

If suspect counterfeit or counterfeit parts are furnished under this Order and are found in any of the products delivered hereunder, such items will be impounded by Buyer, and Supplier shall take corrective action as required by the terms of this Order. Supplier shall promptly replace such suspect/counterfeit parts with parts acceptable to the Buyer. Supplier shall be liable for all costs relating to the removal and replacement of said parts, including without limitation Buyer's external and internal costs of removing such suspect/counterfeit parts, of reinserting replacement parts and of any testing or validation necessitated by the reinstallation of Supplier's products after suspect/counterfeit parts have been exchanged. Buyer's remedies described herein shall not be limited by any other clause agreed upon between Buyer and Supplier in this Order and are in addition to any remedies Buyer may have at law, equity or otherwise under this Order. At Buyer's request, Supplier shall return any removed suspect counterfeit or counterfeit parts to Buyer, so that Buyer may turn such parts over to its U.S.G. customer for further investigation. For purposes of this Section, Supplier agrees that any U.S.G. directive/information or GIDEP alert, indicating that such parts are suspect counterfeit or counterfeit, shall be deemed definitive evidence that Supplier's Products contain suspect counterfeit or counterfeit parts.

The substance of this Section shall be incorporated into any subcontract or Order entered into by Supplier for the performance of any part of the work under this Order.

29. FORCE MAJEURE

Any delay or failure of either Party to perform its obligations, including payment obligations, under this Order will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include, without limitation, epidemics, pandemics, natural disasters, embargoes, explosions, riots, wars, or acts of terrorism). A Party affected by a force majeure event shall promptly notify the other Party in writing and inform the other Party of a new date by which it is capable of meeting its obligations. In the event that a force majeure event extends past sixty (60) days, the unaffected Party may terminate the subject purchase order.

30. FEDERAL ACQUISITION REGULATION (FAR) and DEFENSE FAR SUPPLEMENT (DFARS) FLOWDOWN CLAUSES

In the event that this Order is not made pursuant to a U.S. Government Contract, this Section does not apply to this Order. Pursuant to (a) and (b) of this Section, the listed FAR and DFARS clauses are incorporated herein as if set forth in full text unless the FAR or DFARS clause is made inapplicable this Order due to a requirement or condition stated therein, or due to the nature of the work performed (for instance, FAR 52.246-2, "Inspection of Supplies - Fixed-Price" does not apply if the Order is solely for services). Whenever said clauses include a requirement for the resolution of disputes between the Parties in accordance with the FAR "Disputes" clause, the dispute shall instead be disposed of in accordance with the clause entitled "Disputes" in these Terms and Conditions. Supplier shall include the appropriate FAR and DFARS clauses as required in any lower-tier subcontract. For such flowdown clauses, the terms "Government," "Contractor" and "Contracting Officer" shall mean "Buyer," "Supplier" and "Buyer's Representative," respectively. However, there will be no substitution of "Government" where: 1) access to Supplier's confidential or proprietary cost data is required, or such access shall be reserved to the Government; or 2) the Government is acting in its sovereign capacity; or 3) the provision relates to intellectual property rights, termination rights or limitation of liability rights as between the parties.

(a) If this Order is for non-commercial items/services under a U.S. Government Contract, the

FAR and DFARS clauses referenced in Exhibit A are incorporated herein by reference at the effective version found in Buyer’s Prime Contract, or higher-tier subcontract under which this Order is a subcontract.

- (b) If this Order is for commercial items/services, as defined in FAR 2.101, under a U.S. Government Contract, the FAR and DFARS clauses referenced in Exhibit B are incorporated herein by reference at the effective version found in Buyer’s Prime Contract, or higher-tier subcontract under which this Order is a subcontract.

Exhibit A – Regulatory Flowdown Clauses for Non-Commercial Items/Services Orders under a U.S. Government Contract

FAR Reference	Clause Title
52.203-3	<p>Gratuities</p> <p>NOTE: As used in this clause, “Government” means “Buyer” (except “Government” means “Buyer or Government” in the phrase “to any Officer, official or employee of the Government”), “hearing” means opportunity to be heard, and “in any competent court” means “pursuant to the Disputes clause contained herein”.</p>
52.203-6	Restrictions on Subcontractor Sales to the Government
52.203-7	<p>Anti-Kickback Procedures</p> <p>NOTE: Subparagraph (c)(1) is not applicable. Supplier shall immediately notify Buyer of any alleged violations involving any of Buyer’s or Supplier’s employees</p>
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.203-13	Contractor Code of Business Ethics and Conduct
52.203-14	Display of Hotline Poster(s)
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009
52.203-16	Preventing Personal Conflicts of Interest
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
52.204-2	<p>Security Requirements</p> <p>NOTE: Delete paragraph (c).</p>

FAR Reference	Clause Title
52.204-9	Personal Identity Verification of Contractor Personnel
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards
52.204-21	Basic Safeguarding of Covered Contractor Information Systems
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
52.209-6	Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment
52.211-5	Material Requirements
52.211-15	Defense Priority and Allocation Requirements
52.215-2	Audit and Records – Negotiation
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data -Modifications
52.215-12	Subcontractor Certified Cost or Pricing Data
52.215-13	Subcontractor Certified Cost or Pricing Data -Modifications
52.215-14	Integrity of Unit Prices NOTE: Delete paragraph (b)
52.215-19	Notification of Ownership Changes
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications
52.215-23	Limitations on Pass-Through Charges
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
52.222-4	Contract Work Hours and Safety Standards —Overtime Compensation
52.222-17	Nondisplacement of Qualified Workers
52.222-20	Contracts for Materials, Supplies, Articles and Equipment.
52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity

FAR Reference	Clause Title
52.222-35	Equal Opportunity for Veterans NOTE: The clause at 41 CFR 60-300.5(a) is incorporated herein by reference. Buyer and Supplier shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
52.222-36	Equal Opportunity for Workers with Disabilities NOTE: The clause at 41 CFR 60-741.5(a) is incorporated herein by reference. Buyer and Supplier shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
52.222-37	Employment Reports on Veterans
52.222-38	Compliance with Veterans' Employment Reporting Requirements
52.222-40	Notification of Employee Rights Under the National Labor Relations Act
52.222-41	Service Contract Labor Standards
52.222-50	Combating Trafficking in Persons
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements
52.222-54	Employment Eligibility Verification
52.222-55	Minimum Wages Under Executive Order 13658
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan
52.223-3	Hazardous Material Identification and Material Safety Data NOTE: Entry is considered to be “none” unless Supplier explicitly states otherwise within its quotation or proposal. ALT I applies if procurement is for other than the Department of Defense.
52.223-7	Notice of Radioactive Materials
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.224-2	Privacy Act
52.225-1	Buy American – Supplies

FAR Reference	Clause Title
52.225-8	Duty-Free Entry NOTE: Under paragraph (c)(1), change "20 days" to "30 days." Under paragraph (c)(2), change "10 days" to "20 days".
52.225-13	Restrictions on Certain Foreign Purchases
52.225-26	Contractors Performing Private Security Functions Outside the United States
52.227-1	Authorization and Consent
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-9	Refund of Royalties
52.227-11	Patent Rights – Ownership by the Contractor
52.228-5	Insurance—Work on a Government Installation
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.234-1	Industrial Resources Developed Under Title III, Defense Production Act
52.236-13	Accident Prevention
52.237-2	Protection of Government Buildings, Equipment, and Vegetation
52.242-13	Bankruptcy NOTE: Any such notification shall be to Buyer. After "for all Government contracts," insert "with Supplier".
52.242-15	Stop-Work Order
52.244-5	Competition In Subcontracting
52.244-6	Subcontracts for Commercial Products and Commercial Services
52.245-1	Government Property or Alternate I NOTE: In the phrases "Government Property", "Government-furnished property", and in references to title to property, "Government" shall not mean "Buyer". The following is added as paragraph (n): "Contractor shall provide Buyer immediate notice of any disapproval, withdrawal of approval, or non-acceptance by the Government of its property control system". In the event of any of the aforementioned conditions Supplier shall immediately assume Full Risk of Loss for all loss or damage to Government property commencing on the day Supplier's property system approval was withdrawn or rescinded."
52.246-2	Inspection of Supplies - Fixed-Price
52.246-4	Inspection of Services - Fixed-Price
52.246-26	Reporting Nonconforming Items
52.247-63	Preference for U.S.-Flag Air Carriers
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels

DFARS Reference	Clause Title
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies
252.203-7004	Display of Hotline Poster(s)
252.204.7004	Anti-Terrorism Awareness Training for Contractors
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements
252.223-7001	Hazard Warning Labels
252.223-7002	Safety Precautions for Ammunition and Explosives
252.223-7003	Change in Place of Performance - Ammunition and Explosives
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives
252.223-7008	Prohibition of Hexavalent Chromium
252.225-7001	Buy American and Balance of Payments Program
252.225-7002	Qualifying Country Sources As Subcontractors
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies
252.225-7008	Restriction on Acquisition of Specialty Metals
252.225-7009	<p>Restriction on Acquisition of Certain Articles Containing Specialty Metals</p> <p>NOTE: Exclude paragraphs (d) and (e)(1); paragraph (c)(6) is hereby deleted.</p> <p>NOTE: Upon Supplier notification of noncompliance with the terms of this clause and the provision of specific information related to the source of the noncompliance, Buyer will facilitate management of the allowance for up to 2% otherwise noncompliant specialty metal content in the end item. The 2% minimal content exception does not apply to and cannot be used to exempt specialty metals contained in high performance magnets.</p>
252.225-7012	Preference for Certain Domestic Commodities
252.225-7013	Duty-Free Entry

DFARS Reference	Clause Title
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings
252.225-7021	Trade Agreements
252.225-7025	Restriction on Acquisition of Forgings
252.225-7028	Exclusionary Policies and Practices of Foreign Governments
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate
252.225-7033	Waiver of United Kingdom Levies
252.225-7036	Buy American – Free Trade Agreements – Balance of Payments Program
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States
252.225-7043	Antiterrorism/Force Protection for Defense Contractors Outside the United States
252.225-7048	Export-Controlled Items
252.225-7052	Restriction on Acquisition of Certain Magnets and Tungsten
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns
252.227-7013	Rights in Technical Data--Noncommercial Items
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7015	Technical Data--Commercial Items
252.227-7016	Rights in Bid or Proposal Information
252.227-7019	Validation of Asserted Restriction – Computer Software
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends
252.227-7026	Deferred Delivery of Technical Data or Computer Software
252.227-7027	Deferred Ordering of Technical Data or Computer Software
252.227-7030	Technical Data – Withholding of Payment
252.227-7037	Validation of Restrictive Markings on Technical Data
252.227-7038	Patent Rights-Ownership by the Contractor (Large Business)
252.227-7039	Patents – Reporting of Subject Inventions
252.228-7001	Ground and Flight Risk

DFARS Reference	Clause Title
252.228-7005	Mishap Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
252.231-7000	Supplemental Cost Principles
252.235-7003	Frequency Authorization and Alternate I NOTE: Authorization shall be through or coordinated with Buyer's Authorized Representative.
252.239-7000	Protection Against Compromising Emanations
252.239-7010	Cloud Computing Services
252.239-7016	Telecommunications Security Equipment, Devices, Techniques and Services
252.243-7001	Pricing of Contract Modifications
252.244-7000	Subcontracts for Commercial Items
252.246-7001	Warranty of Data
252.246-7003	Notification of Potential Safety Issues
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System
252.246-7008	Sources of Electronic Parts
252.247-7023	Transportation of Supplies by Sea NOTE: Paragraph (c), first sentence has been modified as to read "Supplier and its subcontractors may request that Buyer obtain Government authorization for shipment..." "45" is changed to "60" days in paragraph (d) and "30" to "20" in paragraph (e). In paragraph (e), delete "and the division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590." In paragraph (g) "for the purposes of the Prompt Payment clause of this contract" is deleted. NOTE: Supplier agrees to indemnify and hold Buyer harmless against any loss, damage or expense suffered by Buyer as a result of Supplier's failure to comply with the requirements of this clause.
252.249-7002	Notification of Anticipated Contract Termination or Reduction

Exhibit B – Regulatory Flowdown Clauses for Commercial Items/Services Orders under a U.S. Government Contract

FAR Reference	Clause Title
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009.
52.203-16	Preventing Personal Conflicts of Interest.
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
52.204-7	System for Award Management.
52.204-9	Personal Identity Verification of Contractor Personnel.
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.
52.204-13	System for Award Management Maintenance.
52.204-19	Incorporation by Reference of Representations and Certifications.
52.204-21	Basic Safeguarding of Covered Contractor Information Systems
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, in all Solicitations and Contracts.
52.204-26	Covered Telecommunications Equipment or Services-Representation.
52.216-7	Allowable Cost and Payment
52.219-9	Small Business Subcontracting Plan.
52.222-40	Notification of Employee Rights Under the National Labor Relations Act.
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan.
52.223-1	Biobased Product Certification.
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.
52.223-15	Energy Efficiency in Energy-Consuming Products.

FAR Reference	Clause Title
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving.
52.224-3	Privacy Training.
52.225-13	Restrictions on Certain Foreign Purchases.
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.
52.244-6	Subcontracts for Commercial Products and Commercial Services
52.245-1	<p>Government Property or Alternate I</p> <p>NOTE: In the phrases "Government Property", "Government-furnished property", and in references to title to property, "Government" shall not mean "Buyer".</p> <p>The following is added as paragraph (n): "Contractor shall provide Buyer immediate notice of any disapproval, withdrawal of approval, or non-acceptance by the Government of its property control system". In the event of any of the aforementioned conditions Supplier shall immediately assume Full Risk of Loss for all loss or damage to Government property commencing on the day Supplier's property system approval was withdrawn or rescinded."</p>
52.246-26	Reporting Nonconforming Items

DFARS Reference	Clause Title
252.204-7000	Disclosure of Information.
252.204.7004	Anti-Terrorism Awareness Training for Contractors
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting
252.204-7016	Covered Defense Telecommunications Equipment or Services—Representation.
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.
252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Requirement.
252.204-7023	Reporting Requirements for Contracted Services.
252.223-7001	Hazard Warning Labels.
252.223-7002	Safety Precautions for Ammunition and Explosives.
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous

DFARS Reference	Clause Title
	Materials.
252.223-7008	Prohibition of Hexavalent Chromium
252.225-7001	Buy American and Balance of Payments Program.
252.225-7002	Qualifying Country Sources as Subcontractors.
252.225-7007	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies.
252.225-7008	Restriction on Acquisition of Specialty Metals
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals NOTE: Exclude paragraphs (d) and (e)(1); paragraph (c)(6) is hereby deleted. NOTE: Upon Supplier notification of noncompliance with the terms of this clause and the provision of specific information related to the source of the noncompliance, Buyer will facilitate management of the allowance for up to 2% otherwise noncompliant specialty metal content in the end item. The 2% minimal content exception does not apply to and cannot be used to exempt specialty metals contained in high performance magnets.
252.225-7010	Commercial Derivative Military Article—Specialty Metals Compliance Certificate.
252.225-7012	Preference for Certain Domestic Commodities
252.225-7013	Duty-Free Entry.
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools
252.225-7021	Trade Agreements.
252.225-7027	Restriction on Contingent Fees for Foreign Military Sales.
252.225-7028	Exclusionary Policies and Practices of Foreign Governments.
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate.
252.225-7036	Buy American—Free Trade Agreements—Balance of Payments Program.
252.225-7048	Export-Controlled Items.
252.225.7052	Restriction on Acquisition of Certain Magnets and Tungsten
252.227-7015	Technical Data--Commercial Items
252.227-7037	Validation of Restrictive Markings on Technical Data
252.239-7004	Orders for Facilities and Services.
252.239-7007	Cancellation or Termination of Orders.
252.239-7010	Cloud Computing Services
252.239-7011	Special Construction and Equipment Charges.

DFARS Reference	Clause Title
252.239-7017	Notice of Supply Chain Risk.
252.239-7018	Supply Chain Risk.
252.244-7001	Contractor Purchasing System Administration.
252.246-7003	Notification of Potential Safety Issues
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System
252.246-7008	Sources of Electronic Parts