

## Applied Research Solutions, Inc. Purchase Order Terms and Conditions

- (1) **DEFINITIONS:** The following definitions apply to this Purchase Order (PO) and any related correspondence:
- "Applied Research Solutions" or "ARS" means Applied Research Solutions, Inc.
  - "Vendor" means the entity, identified on the PO, supplying the goods and/or services under this PO.
- (2) **CONTRACT AND ASSIGNMENT:** This PO, when properly completed and signed by both parties, is the only form that will be recognized by ARS and will constitute the fixed-price contract. No terms stated by the Vendor in accepting or acknowledging this order shall be binding on ARS unless specifically accepted in a signed writing by ARS. The Vendor may not assign, transfer its duties, interests, or obligations under this PO, in whole or in part, without the prior written consent of ARS; absent such written consent, any assignment is void. Vendor may not subcontract for goods or services required by this PO without ARS's prior written consent.
- (3) **DELIVERY:** Time of delivery is of the essence. The delivery date(s) stated on the PO is the required date for delivery of the items to ARS at the location specified on the PO. ARS reserves the right to refuse any goods or services and to cancel all or any part hereof if the Vendor fails to deliver all or any part of any items or perform all or any part of any services in accordance with the terms specified herein. If the Vendor's deliveries will not meet agreed-upon schedules, ARS may require the Vendor to ship via a more rapid route or carrier in order to expedite such delivery and any difference in cost caused by such change shall be paid by the Vendor provided, nevertheless, that such right shall be in addition to any other rights and remedies of ARS.
- (4) **INSPECTION/ACCEPTANCE:** All materials and work are subject to final inspection and approval by ARS after delivery. The Vendor shall only tender for acceptance those items that conform to the requirements of this PO. ARS reserves the right to inspect or test any goods or services that have been tendered for acceptance. ARS may require repair or replacement of nonconforming goods or re-performance of nonconforming services at no increase in PO price. If repair/replacement or re-performance will not correct the defects or is not possible, ARS may seek an equitable price reduction or adequate consideration for acceptance of nonconforming goods or services. ARS must exercise its acceptance rights within a reasonable time after the defect was discovered or should have been discovered.
- (5) **PAYMENT:** Payment terms for this PO are identified on the PO. Payment will be made — via check, ACH, electronic funds transfer, or credit card — in the currency identified on the PO for items that have been delivered to the delivery destination(s) set forth in the PO and that have been inspected and accepted by ARS. The Vendor shall submit all invoices electronically to [AP-ARS@appliedres.com](mailto:AP-ARS@appliedres.com); each invoice shall include, at a minimum: (i) name and address of the Vendor; (ii) invoice date and number; (iii) PO number; and (iv) description, quantity, unit of measure, unit price and extended price of the items delivered. The Vendor's invoice will be paid by ARS based on the PO payment terms following: (i) ARS's receipt and acceptance of the supplies or services from the PO, and (ii) ARS's receipt of an accurate and complete invoice from the Vendor. Payment will only be issued to the Vendor identified on the PO; payment will not be issued to any third party. ARS reserves the right of set-off against amounts payable to the Vendor under this PO or any other agreement the amount of any claim or refunds ARS may have against the Vendor.
- (6) **DISCOUNT:** In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (7) **TAXES:** Any taxes, which are properly billed to ARS, shall be stated separately in the Vendor's invoice. ARS assumes no liability for tax withholding or other tax-related actions for this PO. The Vendor is responsible for payment of all applicable taxes, as prescribed under applicable laws associated with wages, salaries, and compensation for services rendered by individuals employed by the Vendor and who are directed by the Vendor to work under this PO. The Vendor is liable for payment of all applicable taxes associated with revenues and other such taxes, duties, fees, or other charges for which Vendor is normally responsible as a result of operating its business.
- (8) **NEW MATERIALS; PACKAGING, SHIPPING, AND MARKINGS**
- All goods to be delivered shall consist of new materials;
  - Vendor shall prepare and package the goods to prevent damage or deterioration and shall use best commercial practice for packing and packaging of items to be delivered under this PO, unless otherwise specified in the PO;
  - Unless otherwise stated in the PO, F.O.B. point shall be Destination (Incoterms 2010 DDP for International transactions); As such, the Vendor shall make the transportation arrangements, pay the shipping costs, and remain responsible for the materials until the materials are delivered and ARS takes possession at the destination.
  - In certain unique situations, the PO may specify that F.O.B. point as origin. In these situations, the Vendor shall forward goods collect. For goods shipped within the United States, Vendor shall make no declaration concerning the value of the goods shipped except on goods where the tariff rating is dependent upon released or declared value. In such event, Vendor shall release or declare such value at the maximum value within the lowest rating.
- (9) **COUNTERFEIT ITEMS:** The Vendor represents and warrants that it has policies, procedures, and/or measures in place to ensure that none of the supplies or materials furnished under this PO are counterfeit items. The Vendor certifies, to the best of its knowledge and belief, that no such parts have been or are being furnished to ARS by the Vendor. "Counterfeit Items" - Include, but are not limited to, (i) an item that is an illegal or unauthorized copy or substitute of an OEM item; (ii) an item that does not contain the proper external or internal materials or components required by the OEM or that is not constructed in accordance with OEM specification; (iii) an item or component thereof that is used, refurbished or reclaimed but the Vendor represents as being a new item; (iv) an item that has not successfully passed all OEM required testing, verification, screening and quality control but that Vendor represents as having met or passed such requirements; or (v) an item with a label or other marking intended, or reasonably likely, to mislead a reasonable person into believing a non-OEM item is a genuine OEM item when it is not or (vi) material that has been confirmed to be a copy, imitation or substitute that has been represented, identified or marked as genuine, and/or altered by a source without legal right with intent to mislead, deceive or defraud. If ARS reasonably determines that the Vendor has supplied counterfeit items, the Vendor shall be liable for all costs relating to the removal and replacement of said items (including without limitation, ARS's external and internal costs of removing such items), reinserting replacement items, and any testing necessary for the reinstallation of goods after such parts have been exchanged. The Vendor's warranty against counterfeit items shall survive any termination or expiration of this PO. ARS reserves all contractual rights and remedies to address grievances and detrimental impacts caused by counterfeit items. Counterfeit prevention requirements shall be flowed down lower tier suppliers.
- (10) **WARRANTY:** (a) The Vendor warrants that the items delivered hereunder are (i) new; (ii) be and only contain materials obtained directly from the OEM or an authorized OEM reseller or distributor (Note - Independent distributors (Brokers) shall not be used by Vendor without written consent from ARS); (iii) not be or contain Counterfeit Items; (iv) contain only authentic, unaltered OEM labels and other markings; (v) have documentation made available upon request that authenticates traceability to the applicable OEM; and (vi) be free from defects in workmanship, materials, and design and conforms to all the specifications and be in accordance with all the requirements of this PO. These warranties shall survive inspection, test, final acceptance and payment of goods and services.
- (b) Vendor warrants that any hardware, software, and firmware goods delivered under this PO to the extent reasonably possible: (i) do not contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to (a) damage, destroy, or alter any software or hardware; (b) reveal, damage, destroy, or alter any data; (c) disable any computer program automatically; or (d) permit unauthorized access to any software or hardware; and (ii) do not contain any 3rd party software (including software that may be considered free software or open source software) that (a) may require any software to be published, accessed or otherwise made available without the consent of ARS or (b) may require distribution, copying or modification of any software free of charge;
- (c) This warranty entitlement shall inure to the benefit of both ARS and ARS's customer and shall cover a period 12 months following final acceptance; and,
- (d) Vendor shall be liable for and save ARS harmless from any loss, damage, or expense whatsoever that ARS may suffer from the breach of any of these warranties. Remedies shall be at ARS's election.
- (e) At the time that any items supplied under this PO are transferred by ARS to the U.S. Government (USG), all rights to warranty support and service provided to ARS under this PO shall be transferred with the items to the new USG end-user. The Vendor shall continue to honor all warranty support and services for the duration of the warranty period.
- (11) **TITLE:** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to ARS upon acceptance, regardless of when or where ARS takes physical possession.
- (12) **RISK OF LOSS:** Unless the PO specifically provides otherwise, risk of loss or damage to the items provided under this PO shall remain with the Vendor until, and shall pass to ARS upon delivery of the items to ARS or ARS's authorized agent at the delivery location.
- (13) **INSURANCE**
- Vendor shall procure and maintain, at its expense, insurance coverage that is required by law or regulation. In addition, Vendor shall procure, at its expense, and maintain for the duration of the PO, the insurance policies described below from insurance companies lawfully authorized to issue such insurance coverage in the jurisdiction(s) where this PO is being performed, rated A:VIII or better by A.M. Best, and with policy limits not lower than those indicated below.
- Prior to commencing any work, Vendor shall obtain and provide ARS with copies of: (i) certificates of insurance evidencing all required coverage; and (ii) copies of endorsement(s) to required insurance policies showing the status of ARS and its subsidiaries as additional insureds under Vendor's policies
- ### MINIMUM INSURANCE COVERAGE
- Workers' Compensation/Employers' Liability** - Insurance for statutory obligations imposed by law including, where applicable, coverage under United States Longshoremen's and Harbor Workers' Act, Jones Act, Defense Base Act for those employees working on a U.S. Military installation outside of the United States. Minimum Employers' Liability limit of \$1,000,000 (covering bodily injury by accident and bodily injury by disease).
  - Commercial General Liability** - (Standard ISO occurrence form) - including products and completed operations coverage, fire legal liability, personal/advertising injury, and standard contractual liability with a per occurrence of \$1,000,000 and general aggregate limit of \$2,000,000.
  - Business Auto Liability** - Coverage for bodily injury and property damage liability for all owned, hired or non-owned vehicles, with each accident limit of \$1,000,000.
  - Umbrella Liability** - an aggregate limit of at least \$5,000,000. Umbrella, at a minimum, must provide excess coverage over the General Liability, Auto Liability and Employers' Liability.
  - Professional Liability** - \$1,000,000 per claim and aggregate providing coverage for claims arising out of the performance of professional services, resulting from any act, error, or omission of the Vendor. This coverage may be purchased as part of a package that includes cyber liability.
  - Cyber Liability** - \$2,000,000 per claim and aggregate providing coverage for privacy and network security liability arising out of any act, error, or omission that results in unauthorized access to the Vendor's computer systems, transmission of malicious code, or the unauthorized disclosure or misappropriation of confidential or personally identifiable information or a third party's confidential and proprietary business information. Minimum sublimit of \$100,000 per claim for notification costs and credit monitoring costs in the event of data security breach.
  - Property** - All-risk (special form) coverage on a replacement cost basis for Vendor's owned or leased equipment, machinery, tools and materials used to perform the work under this PO, and any and all property owned by ARS that is under Vendor's care, custody, or control.
- Notwithstanding any provision contained herein, the Vendor, and its employees, agents, representatives, consultants and lower-tier subcontractors and Vendors, are not insured by ARS, and are not covered under any policy of insurance that ARS has obtained or has in place. ARS has no duty to ensure that Vendor's insurance is sufficient for the operation of Vendor's business or the performance of all work under this PO.
- (14) **COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS:** The Vendor shall comply with all applicable local, state and federal laws, ordinances, codes, regulations, and other authoritative rules of the United States and its political subdivisions and with the standards of relevant licensing boards and professional associations.
- (15) **INDEMNITY:** The Vendor shall indemnify and save harmless ARS and its officers, employees, and agents from and against any and all claims and liability, loss, expenses, suits, damages, judgments, demands, and costs (including reasonable legal and professional fees and expenses) arising out of the Vendor's provision of goods or services under this PO; provided, however, that Vendor shall not be liable for injury to persons or property caused by the sole negligence of ARS, its officers, employees, and agents. ARS shall promptly notify the Vendor of any claim against ARS that is covered by this indemnification provision and shall authorize representatives of Vendor to settle or defend any such claim or suit and to represent ARS in, or to take charge of, any litigation in connection therewith.

(16) **PATENTS, COPYRIGHT, TRADEMARK, AND DATA INDEMNITY:** The Vendor shall indemnify and hold harmless ARS, ARS's customers, its officers, employee, agents, representatives, and users of ARS's products, against liability or suit of any nature, including costs and expenses, for actual or alleged misappropriation of trade secrets, or infringement of copyrights, trademarks or patents, by reason of buying, selling, or using the good or deliverables supplied under this PO, except to the extent that any such liability or suit shall have arisen because of the Vendor's manufacture of articles of original design of ARS and made by the Vendor in accordance with specifications and drawings which are furnished herewith by ARS. If any experimental, developmental or research work is called for or required hereunder, the Vendor agrees to and hereby does grant to ARS and/or the U.S. Government an irrevocable, non-exclusive, fully transferable royalty-free license to make, have made, use, and sell any invention, improvement, or discovery (whether or not patentable) that the Vendor conceives or first actually reduces to practice in the performance of this PO. The Vendor agrees to and hereby does grant to ARS and/or the U.S. Government (i) an irrevocable, non-exclusive, fully transferable, royalty-free license to reproduce, translate, publish, use, and dispose of, and to authorize others to use any copyrighted or copyrightable material ordered as articles or incorporated in, or supplied as a supplement with any articles; and (ii) the right to reproduce, use and disclose for any purpose all or any part of the reports, drawings, blueprints, data, and technical information delivered or specified to be delivered by the Vendor to ARS under this PO.

(17) **USE OF DESIGNS, DATA, ETC.:** The Vendor agrees that it will keep confidential the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data, or other technical or proprietary information furnished by ARS and use such items only in the production of items under this PO or other orders from ARS and not otherwise, unless ARS's written consent is first obtained. Upon completion or termination of this PO, the Vendor shall return all such items to ARS or make such other disposition thereof as may be directed or approved by ARS.

(18) **CHANGES:** ARS may at any time, by written notice, make changes within the general scope of this PO. If any such changes cause an increase or decrease in the cost, or the time required for the performance, of any part of the work under this PO, an equitable adjustment shall be made in the PO price and/or delivery schedule, and the PO shall be modified in writing accordingly. Any claim for adjustment by the Vendor under this clause must be made within ten (10) days from the date of the written notification of the change.

(19) **SUSPENSION OF WORK:** ARS may, at any time, by written notice to the Vendor, require the Vendor to suspend, delay, or interrupt all or any portion of the work under this PO for the period of time the ARS determines appropriate. Upon receipt of written notice, the Vendor shall immediately comply with its provisions and take all reasonable steps, as directed by ARS, to minimize the cost associated with such suspension. If the performance of all or any part of the work is, for an unreasonable period of time, suspended by an act or ARS's failure to act within the time specified in this PO (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance necessarily caused by the unreasonable suspension, delay, or interruption, and the PO modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Vendor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this PO is provided for or excluded under any other term or conditions of this PO. As full compensation for such unreasonable delay, the Vendor shall be reimbursed actual costs, reasonably incurred, without duplication, to the extent the costs result solely and directly from the unreasonable period of the suspension. Any claim for such reimbursement shall be submitted by the Vendor within 14 calendar days after the termination of the suspension. A claim under this clause shall not be allowed unless the claim, in an amount stated, is submitted timely.

(20) **GOVERNING LAW:** This PO shall be governed by the laws of the State of Ohio.

(21) **DISPUTES:** If during the term of this PO, any dispute between the parties should arise regarding the interpretation, application, or enforcement of any of the terms of this PO and such dispute cannot be resolved by the parties within thirty (30) days after either party hereto notifies the other of its desire to arbitrate the dispute, then the dispute shall be settled by arbitration in accordance with the provisions of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered in any State of Ohio court. For arbitration, a panel of three arbitrators shall be named, one to be selected by ARS, one to be selected by the Vendor, and one to be selected by the other two arbitrators. If the two arbitrators appointed by ARS and the Vendor cannot agree upon the third arbitrator within fifteen (15) days, then either party may apply to the presiding judge of a court of competent jurisdiction for the appointment of a third arbitrator. The parties may agree on a sole arbitrator. No change in the rules of arbitration which would deprive a party of the right to be represented by counsel, to present evidence or the cross-examine witnesses presented by the other party shall be effective in any arbitration proceeding arising out of this PO.

The arbitrators shall have no power to modify any of the provisions hereof and their jurisdiction is limited accordingly. The decision of the arbitrators shall be rendered within ninety (90) days after the matter has been submitted and shall be final and binding on the parties hereto and judgment may be entered thereon, upon the application of either party, by any court having jurisdiction. Each of the parties shall be responsible for the expenses incurred by the arbitrator appointed by said party, and the expense, fees, and cost of the third arbitrator shall be borne equally between the parties. The Vendor shall proceed diligently with performance of the work under any this PO, pending final resolution of any request for relief, claim, appeal, or action arising under or related to this PO. The Vendor acknowledges and agrees that it has no direct action against the U.S. Government for any claims arising under this PO.

(22) **TERMINATION FOR CONVENIENCE:** ARS reserves the right to terminate this PO, or any part hereof, for its sole convenience. In the event of such termination, the Vendor shall immediately stop all work hereunder and shall immediately cause any and all of its Vendors and Vendors to cease work. Subject to the terms of this PO, the Vendor shall be paid a percentage of the PO price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Vendor can demonstrate to the satisfaction of ARS using its standard record keeping system, have resulted from the termination. The Vendor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give ARS any right to audit the Vendor's records. The Vendor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(23) **TERMINATION FOR CAUSE:** ARS may terminate this PO, or any part hereof, for cause in the event of any default by the Vendor, or if the Vendor fails to comply with any PO terms and conditions, or fails to provide ARS, upon request, with adequate assurances of future performance. In the event of termination

for cause, ARS shall not be liable to the Vendor for any amount for supplies or services not accepted, and the Vendor shall be liable to ARS for any and all rights and remedies provided by law. If it is determined that ARS improperly terminated this PO for default, such termination shall be deemed a termination for convenience.

(24) **TERRORIST FINANCING PROHIBITION:** The Vendor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Vendor to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts issued under this PO.

(25) **ANTI-CORRUPTION AND ANTI-KICKBACK:** No offer, payment, consideration, or benefit of any kind which constitutes an illegal or corrupt practice shall be made, either directly or indirectly, as an inducement or reward for the award of this PO. Any such practice will be grounds for canceling the award of this PO and for such other actions, civil and/or criminal, as may be applicable. The Vendor and its employees, whether directly or indirectly engaged in the performance of this PO, agree to abide by the terms of The United States Anti-Kickback Act of 1986, which prohibits any person from providing or attempting to provide any kickback; soliciting, accepting, or attempting to accept any kickback; or including, directly or indirectly, the amount of any kickback in the PO price charged by the Vendor to ARS.

(26) **COMPLIANCE WITH U.S. EXPORT LAWS:** In furtherance of this PO, the Vendor warrants and agrees to comply with all U.S. laws and regulations governing its activities, including but not limited to: (i) the export or re-export of goods, technology, and services under the International Traffic in Arms Regulations, 22 C.F.R. Parts 120 et seq.; (ii) the Export Administration Regulations, 15 C.F.R. Parts 730 et seq.; (iii) the Foreign Asset Control Regulations, 31 C.F.R. Chapter V; and (iv) other applicable U.S. laws and regulations. The Vendor undertakes to determine any export license requirements, to obtain any export license or other official authorization, and to carry out any customs formalities for the export of goods or services. The Vendor agrees to cooperate in providing any reports or other documentation related to export compliance requested by ARS. The Vendor agrees to indemnify and defend ARS for any penalties, fines, or other regulatory action taken against ARS as a result of the Vendor's non-compliance with this provision.

(27) **LIMITATION OF LIABILITY:** IN ADDITION TO ANY OTHER LIMITATIONS ON ARS'S LIABILITY SET FORTH HEREIN, IN NO EVENT SHALL ARS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE BY REASON OF ARS'S BREACH OR TERMINATION OF THIS PO OR FOR ANY ACTS OR OMISSIONS OF ARS IN CONNECTION WITH THIS PO FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OF ANY KIND, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF DATA, WORK INTERRUPTION, OR ANY CLAIMS OR DEMANDS AGAINST VENDOR BY ANY OTHER ENTITY, WHETHER SUCH REMEDY IS SOUGHT IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. IN NO EVENT SHALL ARS'S LIABILITY FOR DAMAGES IN ANY CIRCUMSTANCES SET FORTH IN THIS CLAUSE EXCEED THE PRICE PAYABLE FOR THE GOODS OR SERVICES TO BE PERFORMED BY SELLER UNDER THE PO. THIS PO SHALL NEITHER CREATE FOR NOR GIVE TO ANY THIRD PARTY ANY CLAIM OR RIGHT OF ACTION AGAINST VENDOR OR ARS WHICH WOULD NOT OTHERWISE ARISE WITHOUT THIS PO.

(28) **RELEASE OF INFORMATION:** The Vendor agrees that prior to the issuance of any publicity or publication of any advertising which in either case makes reference to this PO, or to ARS, the Vendor will obtain the written permission of ARS with respect thereto.

(29) **RIGHTS OF THE USG:** Except as may be expressly set forth in these Terms and Conditions and then only with the U.S. Government Contracting Officer's express consent, the Vendor shall not acquire any direct claim or direct course of action against the U.S. Government. Nothing in these Terms and Conditions shall be construed or interpreted to limit or in any way restrict the rights of the U.S. Government in regard to data, tooling, and other information it owns or has a right to use, including the right to authorized the Vendor's use of such data, tooling, or other information in direct contracts between the Vendor and the U.S. Government.

(30) **DPAS RATING:** If applicable, a DPAS rating is specified on the PO. When a DPAS rating is specified on the PO, this is a rated order certified for national defense, emergency preparedness, and/or energy program use, and the Vendor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

(31) **DISCRIMINATION STATEMENT:** Vendor shall, to the extent they apply, abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin and require affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability.

(32) **ENTIRE ORDER:** This PO is intended by the parties as a final expression of their order and is a complete and exclusive statement of the terms thereof any prior oral or written agreements as to the same subject matter notwithstanding. This contract may not be modified or terminated orally, and neither modification nor any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom such modification or waiver is sought to be enforced.

(33) **CLAUSES INCORPORATED BY REFERENCE:** This Agreement incorporates certain clauses – identified in the tables below – of the Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) by reference, with the same force and effect as if they were given in full text. The full text of these clauses is available at <https://www.acquisition.gov/browse/index/far> and <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/>. It is understood and agreed that the Vendor may be obligated by and to ARS for any documentation required of ARS under these clauses, and that references to the "Contractor" may also refer to the "Vendor". The Vendor hereby agrees to abide by the terms and conditions imposed by these clauses. References in the text of these incorporated clauses to the "Government" or "Contracting Officer" may, depending on their context, refer to "ARS," and references to "the Contractor" may refer to "the Vendor." The Vendor shall include in each lower-tier subcontract the appropriate flow-down clauses as required by FAR and DFARS.

Clause No.	FAR Clause Title
Applicable to all orders:	
52.203-3	Gratuities

52.203-5	Covenant Against Contingent Fees
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
52.204-2	Security Requirements
52.204-9	Personal Identity Verification of Contractor Personnel
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
52.204-27	Prohibition on a ByteDance Covered Application
52.204-28	Federal Acquisition Supply Chain Security Act Orders-FSS, GWAC, Multi-Agency Contracts
52.204-29	Federal Acquisition Supply Chain Security Act Orders-Representation and Disclosures
52.204-30	Federal Acquisition Supply Chain Security Act Orders-Prohibition
52.211-5	Material Requirement
52.219-8	Utilization of Small Business Concerns
52.222-1	Notice to the Government of Labor Dispute
52.222-4	Contract Work Hours and Safety Standards Act-Overtime Compensation
52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity
52.222-40	Notification of Employee Rights Under the National Labor Relations Act
52.222-50	Combating Trafficking in Persons
52.222-55	Minimum Wages under Executive Order 13658
52.222-62	Paid Sick Leave under Executive Order 13706
52.223-5	Pollution Prevention and Right-to-Know Information
52.224-2	Privacy Act
52.224-3	Privacy Training
52.225-13	Restrictions on Certain Foreign Purchases (Jun 2008)
52.228-5	Insurance-Work on a Government Installation
52.230-2	Cost Accounting Standards
52.230-3	Disclosure and Consistency of Cost Accounting Standards
52.230-6	Administration of Cost Accounting Standards
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.237-2	Protection of Government Buildings, Equipment and Vegetation
52.244-2	Subcontracts
52.244-6	Subcontracts for Commercial Items
52.245-1	Government Property
52.247-64	Preference for Privately Owned US Flag Commercial Vessels
Orders Over \$10,000 Also Include the Following:	
52.222-36	Equal Opportunity for Workers with Disabilities
52.222-40	Notification of Employee Rights Under the National Labor Relations Act
Orders Over \$15,000 Also Include the Following:	
52.222-20	Walsh-Healy Public Contracts Act
Orders Over \$25,000 Also include the Following:	
52.225-1	Buy American-Supplies
Orders Over \$30,000 Also Include the Following:	
52.204-10	Reporting Executive Compensation and First-Tier Subcontracts Awards
Orders Over \$35,000 Also Include the Following:	
52.209-6	Protecting the Government's Interests when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
Orders Over \$150,000 Also Include the Following:	
52.203-7	Anti-Kickback Procedures
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.222-35	Equal Opportunity for Veterans
52.222-37	Employment Reports on Veterans
Orders Over \$250,000 Also Include the Following:	
52.203-6	Restrictions on Subcontractor Sales to the Government
52.215-2	Audit and Records-Negotiation
52.215-14	Integrity of Unit Prices (less paragraph (b))
52.215-23	Limitations on Pass-Through Charges
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.244-5	Competition in Subcontracting
52.248-1	Value Engineering
Orders Over \$750,000 Also Include the Following:	
52.219-9	Small Business Subcontracting Plan
Orders Over \$6M Also Include the Following:	
52.203-13	Contractor Code of Business Ethics and Conduct
Unless Otherwise Exempt Also Includes the Following:	
52.215-10	Price Reduction for Defective Cost or Pricing Data
52.215-11	Price Reduction for Defective Cost or Pricing Data-Modifications
52.215-12	Subcontractor Cost or Pricing Data
52.215-13	Subcontractor Cost or Pricing Data-Modifications
52.215-15	Pension Adjustments and Asset Reversions
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions
52.215-19	Notification of Ownership Changes

252.204-7021	Cybersecurity Maturity Model Certification Requirements
252.211-7003	Item Unique Identification and Valuation
252.225-7009	Restrictions on Acquisition of Certain Articles Containing Specialty Metals
252.227-7015	Technical Data – Commercial Items
252.239-7018	Supply Chain Risk
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DOD Contracts)
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
252.247-7024	Notification of Transportation of Supplies by Sea
GSAM 504-70	Cyber-Supply Chain Risk Management

Clause No.	DFARS Clause Title
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements
252.204-7020	NIST SP 800-171 DoD Assessment Requirements