

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.
 - "Supplier" 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 Supplier in accepting or acknowledging this order shall be binding on ARS unless specifically accepted in a signed writing by ARS. The Supplier 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. Supplier 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 Supplier 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 Supplier's deliveries will not meet agreed-upon schedules, ARS may require the Supplier 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 Supplier 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 Supplier 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 Supplier shall submit all invoices electronically to AP-ARS@appliedres.com; each invoice shall include, at a minimum: (i) name and address of the Supplier; (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 Supplier'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 Supplier. Payment will only be issued to the Supplier identified on the PO; payment will not be issued to any third party.
- (6) **TAXES:** Any taxes, which are properly billed to ARS, shall be stated separately in the Supplier's invoice. ARS assumes no liability for tax withholding or other tax-related actions for this PO.
- The Supplier 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 Supplier and who are directed by the Supplier to work under this PO. The Supplier is liable for payment of all applicable taxes associated with revenues and other such taxes, fees, or dues for which Supplier is normally responsible as a result of operating its business.
- (7) **SET-OFF CLAUSE:** ARS reserves the right of set-off against amounts payable to the Supplier under this PO or any other agreement the amount of any claim or refunds ARS may have against the Supplier.
- (8) **SUSPECT/COUNTERFEIT PARTS:** The Supplier 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 "suspect/ counterfeit parts." The Supplier certifies, to the best of its knowledge and belief, that no such parts have been or are being furnished to ARS by the Supplier. "Suspect/counterfeit parts" are parts that may be of new manufacture, but are misleadingly labeled to provide the impression they are of a different class or quality or from a different source than is actually the case; they also include refurbished parts, complete with false labeling, that are represented as new parts or any parts that are designated as suspect by the U.S. Government, such as parts listed in alerts published by the Defense Contract Management Agency under the Government-Industry Data Exchange Program (GIDEP). If ARS reasonably determines that the Supplier has supplied suspect/counterfeit parts, the Supplier shall be liable for all costs relating to the removal and replacement of said parts (including without

limitation, ARS's external and internal costs of removing such parts), reinserting replacement parts, and any testing necessary for the reinstallation of goods after such parts have been exchanged. The Supplier's warranty against suspect/counterfeit parts shall survive any termination or expiration if this PO.

- (9) **WARRANTY:** The Supplier warrants and implies that the items delivered hereunder are new and unused, merchantable, and fit for use. All equipment supplied under this order must be covered by the manufacturer's standard warranty which shall, at a minimum, protect ARS from any loss due to defective workmanship, material, and parts, for 12 (twelve) months (unless otherwise stated on the PO) after the equipment is delivered to and accepted by ARS. In the event that the warranty is breached, ARS may require, and the Supplier is bound, to remedy all defects and faults, including both workmanship and materials within a reasonable time of notification. The Supplier shall be responsible for all necessary domestic transportation charges required to ship the defective commodities to the Supplier and replacement commodities to ARS. In the event of the Supplier's refusal, failure, or inability to remedy such discrepancies within a reasonable time of notification, ARS may remedy such defects on its own and claim the reasonable cost of such remedial action from the Supplier. 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 Supplier shall continue to honor all warranty support and services for the duration of the warranty period.
- (10) **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.
- (11) **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 Supplier until, and shall pass to ARS upon delivery of the items to ARS or ARS's authorized agent at the delivery location.
- (12) **INSURANCE**

Supplier shall procure and maintain, at its expense, insurance coverage that is required by law or regulation. In addition, Supplier 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 Subcontract is being performed, rated A:VIII or better by A.M. Best, and with policy limits not lower than those indicated below.

Supplier shall cause ARS to be added by endorsement as additional insureds under the Supplier's Commercial General Liability, Business Auto Liability, and Umbrella Liability policies. Status as an additional insured shall be for the duration of this Subcontract and for the full limits of coverage available under these policies set forth below. The endorsement of these policies shall also provide for a third party 30-day notice of cancellation to ARS.

Supplier's Commercial General Liability and Business Auto Liability policies shall be primary and non-contributory to any insurance maintained by Prime. Supplier's Workers Compensation/Employers Liability policy shall include a waiver of subrogation in favor of Prime and its subsidiaries. Supplier agrees to maintain any claims-made policy(s) as well as insurance that provides products/completed operations coverage for a period of three (3) years after termination or expiration of this PO. The endorsement of the Workers Compensation/Employers Liability policy shall also provide for a third party 30-day notice of cancellation to ARS.

Prior to commencing any work, Supplier 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 Supplier's policies. Supplier agrees to promptly notify ARS of any material changes to its policies, including, but not limited to, a 50% or greater erosion of an aggregate limit, a reduction of a limit, non-renewal, or a cancellation of a policy.

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.

4. **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.
5. **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 Subcontractor. This coverage may be purchased as part of a package that includes cyber liability.
6. **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 Subcontractor'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.
7. **Property** - All-risk (special form) coverage on a replacement cost basis for Subcontractor's owned or leased equipment, machinery, tools and materials used to perform the work under this Subcontract, and any and all property owned by Prime that is under Subcontractor's care, custody, or control.

Notwithstanding any provision contained herein, the Subcontractor, and its employees, agents, representatives, consultants and lower-tier subcontractors and suppliers, are not insured by Prime, and are not covered under any policy of insurance that Prime has obtained or has in place. Prime has no duty to ensure that Subcontractor's insurance is sufficient for the operation of Subcontractor's business or the performance of all work under this Subcontract.

- (13) **COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS:** The Supplier 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.
- (14) **INDEMNITY:** The Supplier 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 Supplier's provision of goods or services under this PO; provided, however, that Supplier 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 Supplier of any claim against ARS that is covered by this indemnification provision and shall authorize representatives of Supplier to settle or defend any such claim or suit and to represent ARS in, or to take charge of, any litigation in connection therewith.
- (15) **PATENTS, COPYRIGHT, TRADEMARK, AND DATA INDEMNITY:** The Supplier 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 Supplier's manufacture of articles of original design of ARS and made by the Supplier 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 Supplier 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 Supplier conceives or first actually reduces to practice in the performance of this PO. The Supplier agrees to and hereby does grant to ARS and/or the U.S. Government (i) an irrevocable, nonexclusive, 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 Supplier to ARS under this order.
- (16) **USE OF DESIGNS, DATA, ETC.:** The Supplier 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 order or other orders from ARS and not otherwise, unless ARS's written consent is first obtained. Upon completion or termination of this order, the Supplier shall return all such items to ARS or make such other disposition thereof as may be directed or approved by ARS.
- (17) **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 Supplier under this clause must be made within ten (10) days from the date of the written notification of the change.

- (18) **SUSPENSION OF WORK:** ARS may, at any time, by written notice to the Supplier, require the Supplier 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 Supplier 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 Supplier, 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 Supplier 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 Supplier 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.
- (19) **FORCE MAJEURE:** Neither party is liable for failure or delay of performance when such nonperformance is caused by an occurrence beyond the reasonable control of the party, such as acts of God, war, strikes or labor disputes, terrorism, armed conflict, unavoidable casualty, delays in delivery of materials, embargoes, government orders, acts of civil or military authorities, acts by common carriers, emergency conditions (including weather conditions) incompatible with safety or good quality workmanship, or any other unforeseen situation that renders performance commercially implausible, impracticable, illegal, or impossible.

If an event of force majeure occurs, the party experiencing the force majeure circumstances shall notify the other in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall cooperate with and assist the other party in all reasonable ways to minimize the impact of force majeure on the injured party, which may include locating and arranging substitute services if reasonable.
- (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 Supplier, and one to be selected by the other two arbitrators. If the two arbitrators appointed by ARS and the Supplier 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 Supplier 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 Supplier 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 Supplier shall

immediately stop all work hereunder and shall immediately cause any and all of its suppliers and Suppliers to cease work. Subject to the terms of this PO, the Supplier 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 Supplier can demonstrate to the satisfaction of ARS using its standard record keeping system, have resulted from the termination. The Supplier 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 Supplier's records. The Supplier 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 Supplier, or if the Supplier 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 Supplier for any amount for supplies or services not accepted, and the Supplier 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 Supplier 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 Supplier 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 order and for such other actions, civil and/or criminal, as may be applicable. The Supplier 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 contract price charged by the Supplier to ARS.
- (26) **COMPLIANCE WITH U.S. EXPORT LAWS.** In furtherance of this PO, the Supplier 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 Supplier 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 Supplier agrees to cooperate in providing any reports or other documentation related to export compliance requested by ARS. The Supplier agrees to indemnify and defend ARS for any penalties, fines, or other regulatory action taken against ARS as a result of the Supplier'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 SUPPLIER 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 SUPPLIER OR ARS WHICH WOULD NOT OTHERWISE ARISE WITHOUT THIS PO.
- (28) **RELEASE OF INFORMATION:** The Supplier agrees that prior to the issuance of any publicity or publication of any advertising which in either case makes reference to this order, or to ARS, the Supplier 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 Supplier 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 Supplier's use of such data, tooling, or other information in direct contracts between the Supplier 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 Supplier shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).
- (31) **DISCRIMINATION STATEMENT:** Supplier 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) **HEADINGS:** The headings at the beginning of each numbered section hereof have been inserted for ease of reference only and are not part of this contract.
- (34) **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 Supplier 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 "Supplier". The Supplier 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 Supplier." The Supplier 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
52.211-5	Material Requirement
52.219-08	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
52.223-99	Ensuring Adequate Covid-19 Safety Protocols for Federal Contractors

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
52.245-2	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

252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System (Aug 2016)
252.246-7008	Sources of Supply
252.247-7023	Transportation of Supplies by Sea
252.247-7024	Notification of Transportation of Supplies by Sea

Clause No.	DFARS Clause Title
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting
252.211-7003	Item Unique Identification and Valuation
252.223-7999	Ensuring Adequate Covid-19 Safety Protocols for Federal Contractors
252.225-7009	Restrictions on Acquisition of Certain Articles Containing Specialty Metals
252.227-7015	Technical Data – Commercial Items
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DOD Contracts)