



Crystal Group, Inc. - Purchase Order Terms and Conditions

1. **Agreement** – The terms of this purchase order (“PO”) shall be deemed accepted by Seller upon written acceptance of the PO or upon shipment of the goods or commencement of the work covered hereby. Any different or additional terms in Seller’s acceptance of the PO are objected to and deemed rejected unless expressly approved by Crystal Group Inc. (“Crystal Group” or “Buyer”) in writing. If a separate written purchase contract executed by both Crystal Group and Seller (“Contract”) exists between the parties regarding the goods or services covered by this PO, the terms and conditions in this PO shall be deemed part of the Contract; provided, however, to the extent there are any inconsistencies between the terms of this PO and the Contract, the terms of the Contract shall prevail. All goods shipped, or work performed hereunder shall be in full compliance with the terms herein. The term “goods” shall include tangible items ordered hereunder.
2. **Order of Precedence** – All documents and provisions in this PO shall be read so as to be consistent to the fullest extent possible. In the event of a conflict or inconsistency between the documents, then Seller shall notify Buyer of the conflict, so that the Buyer can resolve the conflict. b. If the Buyer cannot resolve the conflict, then the documents as incorporated into the PO shall prevail in the order listed below, with the first document listed having the highest precedence: (i) the Contract and attachments; (ii) the PO; (iii) any specifications and statements of work (using the most recently agreed to and issued version); and (iv) all other attachments, exhibits, appendices, and other documents or terms incorporated by reference or as attached.
3. **Shipping** – Unless otherwise specified herein, all prices shown in this PO are firm prices, exclusive of applicable taxes, and the shipping terms are FOB Destination, Freight Prepaid and Billed at Cost. All transportation shall include inside delivery.
4. **Prices** – Seller represents that the prices and terms of purchase hereunder shall be in full compliance with the Robinson-Patman Act and any analogous state laws. No additional charges of any kind will be allowed unless specifically agreed to in writing in advance. Do not place declared value on shipments. If Seller, its subcontractor, or prospective subcontractor fails to submit accurate, complete and current cost or pricing data, and, as a result of that failure, the Government reduces the price of Buyer’s prime contract, Buyer may recover from Seller an amount equal to the price reduction of the prime contract. If, as a result of Seller’s or its subcontractor’s foregoing conduct, the Government imposes a penalty on or charges Buyer interest, Buyer may recover from Seller the amount of that interest or penalty. For the purposes of the foregoing, if Buyer is a higher tier subcontractor, “Government” means the higher tier contractor and “prime contract” means the higher tier subcontract. d. Seller will not raise as defenses the matters listed in FAR 52.215- 10(c)(1) (OCT 1997) or FAR 52.215-11(d)(1) (OCT 1997).
5. **Payments** – Payment will be made in accordance with the Payment article of the Contract.
6. **Overshipments/Substitutions** – Any unauthorized quantity is subject to rejection and return by Crystal Group at Seller’s expense. Overshipments will be held by Crystal Group at Seller’s risk and expense for a reasonable time awaiting shipping instructions.
7. **Compliance with Laws** – Seller agrees to comply with all applicable United States and state or local laws, rules, regulations, specific orders or ordinances in the performance of work or manufacture, sale or use of products under this PO. Imported goods will carry the certification as acceptable in the United States according to existing electrical and other safety codes in normal United States trade and safety practices. Seller further certifies that with respect to the production of the goods or services covered by this PO, it has fully complied with Sections 6,7,12 and 15 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the US Department of Labor under Section 14 thereof. Seller hereby represents, covenants and warrants that no payments, whether in the form of money, property, services or other forms of consideration, have been made or will be made, by Seller or on behalf of Seller or for the direct or indirect benefit of any employees, buyer, director or agent of Crystal Group, or any of their subsidiaries or affiliates thereof, whether in connection with, arising out of or in any way relating to, the execution by Buyer of this PO, or otherwise.
8. **Priority Rating** - If this PO contains a Defense Priorities and Allocations System (DPAS) rating, then this order is a "rated order" certified for national defense, emergency preparedness, and energy program use. The Seller’s



signature constitutes acceptance of all requirements of the Defense Priorities and Allocation System Regulation (15 CFR Part 700).

9. Equal Employment Opportunity – As part of Crystal Group’s compliance with federal Equal Employment Opportunity and Affirmative Action regulations, we notify Seller that Crystal Group is an equal opportunity employer that makes employment decisions without regard to race, religion, color, national origin, citizenship, sex, veteran’s status, age or disability status and that Crystal Group takes affirmative steps to employ and advance in employment qualified protected veterans and qualified individuals with disabilities. Crystal Group further notifies Seller that, as an entity supplying goods and/or services to Crystal Group, your organization may be subject to, and required to take action pursuant to, the following laws and accompanying regulations. The equal employment opportunity clauses within each of the above regulations, as applicable, are:

- Executive Order 11246 (and its implementing regulations at 41 CFR part 60)
- The Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (and its implementing regulations at 41 CFR. 60-300); and
- Section 503 of the Rehabilitation Act of 1973, as amended (and its implementing regulations at 41 CFR. 60-171); and,
- Executive Order 13496 (and its implementing regulations at 29 CFR. part 471, Appendix A to Subpart A).

10. Intellectual Property – Seller agrees to defend, protect and save harmless, Crystal Group, its successors and users of the goods/products against all claims or suits at law or in equity, and from all damages, claims or demands (including attorney fees) for actual or alleged infringement of any United States or foreign intellectual property (“IP”) including patent, trademark, trade secret or copyright by reason of use of the goods/products ordered. Seller is and remains the sole owner of its IP in any COTS Item, including any software embedded in or specifically designed for use with such COTS Item or, where not the sole owner, Seller has rights sufficient to grant the following license: Buyer is hereby granted a non-exclusive, worldwide, royalty-free, perpetual, irrevocable license (with rights to sublicense) to use, modify, or improve Seller’s IP as necessary to install, integrate, use, test, operate, maintain, reproduce, re-install, perform, exhibit, modify, improve, repair, or support any COTS Item and to translate or distribute all or any part of such COTS Item or Seller’s IP to the extent necessary for Buyer’s customers and end users. COTS Item means any item (i) customarily stocked or held in quantity by Seller for sale or license on demand by customers or used by, sold or licensed to, or offered for sale or license to, the general public, including via catalog listing, published price list, or another similar form that is regularly maintained by Seller, made available to the general public, and states purchase prices for Items, and (ii) not designed, developed or modified to meet Buyer’s requirements in any way.

11. Warranty of Material and Quality – All parts and materials purchased shall adhere to the warranty requirements documented in Crystal Group’s CRS-00046 – Manual, Supplier Quality Requirements.

12. Insurance – Seller agrees to indemnify and protect Crystal Group and its customers against all liabilities, claims or demands for injuries or damages (including attorney fees) to any person or property or otherwise arising out of performance of this PO by Seller, its employees, agents or representatives or the products supplied by Seller or any failure of Seller to comply with the provisions of this PO Seller agrees to provide proof to Crystal Group that Seller has workmen’s’ compensation, commercial liability (including products liability) and property damage insurance coverage to adequately protect Buyer against such damages, liabilities, claims, losses or expenses. Seller shall submit a certificate of insurance evidencing such insurance coverage if requested by Buyer.

13. Delivery Schedules – Deliveries are to be made both in the manner and on the date(s) specified in this PO Crystal Group may from time to time change delivery schedule or direct temporary suspension of scheduled shipments. Seller shall notify Crystal Group of any delays.

14. Material Packaging and Shipping – All material shall be suitably packed as specified herein and in accordance with the requirements of common carriers in a manner to secure the lowest transportation cost and no additional charge shall be made to Buyer unless otherwise stated herein or by subsequent written authorization by



Buyer. Materials will be packaged with contents, plainly marked on the outside of each carton, case and package. A packing slip must accompany all shipments noting this order number. All shipping documents must show this order number. Materials will be packaged to secure safe and complete arrival to the receiving location without damage to the contents or to others. Bar code labeling should be used whenever possible.

15. **Invoices** – All invoices must show the PO number and be sent in duplicate to Crystal Group Inc., A/P Department, 855 Metzger Drive, Hiawatha, Iowa 52233 unless otherwise instructed. Invoice description of item or service, quantity/unit should read exactly as the PO reads. A separate invoice should be issued for each shipment. Invoices received and approved during the month are scheduled for payment the following month. Invoices received that offer discounts based on special terms of payment will be considered for special handling at the discretion of the Crystal Group Purchasing and Accounts Payable Departments.

16. **Commercial Item Representation** – The Seller represents that all hardware, software, goods and services provided under this contract meet the FAR 2.101 definition of “commercial item” and that all software provided under this contract also meets the FAR 2.101 definition of “commercial computer software”. If this Commercial Item Representation is not true, the Buyer’s offer is not valid, and the Seller should promptly (i) advise the Buyer that the Commercial Item Representation is not true, and (ii) either (a) reject the Buyer’s offer or (b) request a modification of Buyer’s offer.

17. **Advertising** – Seller shall not, without first obtaining written consent of Buyer, advertise in any manner or use in other sales promotion or conversation that Seller has contracted to furnish the material or services herein ordered.

18. **Cancellation** – Crystal Group reserves the right to cancel without further liability all or any part of the products or work covered by this PO: (i) upon written notice not less than five (5) days prior to the scheduled shipment date; (ii) if Seller does not make deliveries specified in the schedules or fails to make progress as to endanger satisfactory performance of the work or delivery of the product; (iii) if Seller breaches any of the terms hereof, including the warranties of Seller or (iv) upon the filing of bankruptcy by or against Seller or the insolvency of Seller. This may include strike and the threat of a strike preventing the timely and satisfactory delivery of goods or services covered by this PO Seller will bear all costs of alternate storage and shipping fees in the event an anticipated strike or work slowdown preventing delivery that occurs and that causes undue hardship on Buyer.

19. **Subcontracting** – Seller shall not subcontract in whole, or substantially in whole, performance of any order without prior written consent of the Buyer. Requests for subcontracting an order shall be made by Seller in writing

20. **Requirements Flowdown** – Seller shall flow down applicable specifications, descriptions, requirements, and all requirements in the Contract and PO to sub-tier suppliers.

21. **Force Majeure** – Neither party shall be liable for damages for delay in performance arising out of causes beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy, acts of any government authority, fires, floods, or unusually severe weather. If the delay is caused by the delay of a sub-tier supplier of Seller and if such delay arises out of causes beyond the reasonable control of both Seller and its sub-tier supplier, and without the fault or negligence of either of them, Seller shall not be liable to Buyer in damages unless the items, components, or services to be furnished by the sub-tier supplier were obtainable from other sources in sufficient time to permit the Seller to meet the completion or delivery due dates. Seller will notify Buyer in writing within twenty-four

(24) hours after the beginning of any such force majeure event and provide timely updates to Buyer until resolved.

22. **Assignment** – This PO is not assignable by Seller without Buyer’s prior written consent.

23. **Remedies Cumulative** – Buyer’s remedies shall be cumulative, and any remedies herein specified do not exclude any remedies allowed by law or in equity. Waiver of any breach shall not constitute waiver of any other breach of the same or any other provision. Acceptance of any item or payment therefor shall not waive any breach. If any party hereto incurs legal costs and attorney fees in successfully enforcing its rights under this PO, such party shall be entitled to recover those costs and attorney fees from the other party hereto.



24. **Applicable Law and Jurisdiction** – This PO shall be governed by and construed in accordance with the laws of the State of Iowa. Each party hereby submits to the nonexclusive jurisdiction of the United States District Court for the Northern District of Iowa or the Iowa District Court for Linn County for the purposes of all legal proceedings arising out of or relating to this PO.

25. **Ethical Business Conduct** – Seller will ensure that its employees performing under this Contract comply with Buyer's Ethical Business Conduct Guidelines.

26. **Export Regulations** – The Contract and PO, including any attachments or exhibits hereto, may contain information which is subject to the International Traffic in Arms Regulations (ITAR) or Export Administration Regulations (EAR) which may not be released to foreign concerns or foreign persons either inside or outside the United States without first obtaining the proper export authority. Seller shall obtain an export license pursuant to the requirements set forth herein for any items that Seller either manufactures or subcontracts outside the US or before allowing access to any technical data by a foreign person in the United States. If Seller is a "Foreign Person" (as defined by the ITAR, reference 22 CFR Sub- chapter M), Seller shall, upon request of Buyer and without additional cost, provide such information as may be necessary to support Buyer's application for export license(s) covering any items ordered from Seller hereunder.

The Contract may contain defense related technical data. Buyer has obtained, or will obtain, the approval of the US Government to furnish to Seller the data, and any other items hereunder requiring such approval, which are necessary for Seller to perform this Contract. US Government approval is based upon the following ITAR requirements with which Seller agrees to comply: (1) Seller shall use the technical data furnished by Buyer only in the manufacture of defense articles in accordance with the Contract; (2) Seller shall not disclose or provide technical data furnished by Buyer to any person except authorized US citizen, protected person, permanent resident alien (immigrant alien). If Seller is a "Foreign Person," it may also disclose or provide technical data furnished by Buyer to its employees who are citizens of the same country and qualified subcontractors in the same country which require the data in performance of the subcontracts; (3) Seller shall not disclose or provide technical data furnished by Buyer to any foreign person either in the US or abroad unless obtaining prior authorization directly from the US Department of State Office of Defense Trade Controls (ODTC). ITAR defines a "foreign person" as any person who is not a US citizen, permanent resident alien, or a protected individual as defined by 8 USC 1324B(a)(3). Foreign person also means a foreign corporation (corporation not incorporated in the US), foreign government, and any agency or subdivision of foreign governments (i.e. diplomatic mission); (4) Seller shall not acquire any rights in the data furnished by Buyer except to use it in the performance of the Contract. Seller also shall not convey to its qualified subcontractors any greater rights in the data than Seller has. Seller's qualified subcontractors shall only have the right to use the data as required in performance of their subcontracts; (5) Seller shall deliver the defense articles manufactured in accordance with the Contract only to Buyer or to the US Government; (6) Upon completion or termination of the Contract, Seller shall destroy or return to Buyer all technical data furnished to Seller by Buyer pursuant to this Contract. At Buyer's election, Buyer may direct Seller to return or destroy the data and may require Seller to certify in writing that Seller has complied; and (7) Seller shall impose these requirements, (1) through (7), suitably revised to identify the parties properly, on all of its subcontractors to which Seller intends to furnish technical data provided by Buyer for use by the subcontractors in performance of the subcontracts.

27. **Buyer's Use of Data and Information** – Seller agrees that any technical data and computer software furnished to Buyer as a required deliverable under this Contract to Buyer's US Government customer will be free from confidential, proprietary, or restrictive-use markings ("Nonconforming Markings") that are not expressly permitted by applicable FAR, Department of Defense FAR Supplement ("DFARS"), NASA FAR Supplement or other US Government agency FAR supplement clauses incorporated herein. On behalf of Buyer's US Government customer, Buyer's procurement agent may notify Seller of such a Nonconforming Marking, and if Seller fails to remove or correct such marking within sixty (60) days after such notification, Buyer may ignore or, at Seller's expense, remove or obliterate any such Nonconforming Marking as may be on such deliverables. Buyer will protect, in accordance with the **CONFIDENTIAL, PROPRIETARY, AND TRADE SECRET INFORMATION AND MATERIALS** clause of this Contract, any Seller technical data or computer software required to be delivered under this Contract, and will use and disclose such technical data and computer software only as authorized by such clause, by Seller, or as authorized by the US Government under the US Government's license to such technical data and computer software.



28. **Technical Data** – Prior to Seller export of Buyer-provided export-controlled unclassified technical data or technology containing an export jurisdiction neutral marketing, Seller shall request Buyer to provide Seller the specific export jurisdiction classification. If Seller exports Buyer-provided export-controlled unclassified technical data or technology, Seller shall include a statement which identifies the specific export jurisdiction classification, i.e., United States Munitions List (USML) Category of Export Control Classification Number (ECCN) and includes the applicable type(s) of legend(s) as follows: “EXPORT CONTROLLED – The technical data or software is subject to the International Traffic in Arms Regulations (22 C.F.R. Parts 120-130). Export, re-export or retransfer contrary to U.S. law is prohibited.” Or “EXPORT CONTROLLED – The technology of software is subject to the Export Administration Regulations (15 C.F.R. Parts 730- 774). Export, re-export of retransfer contrary to U.S. law is prohibited.”

29. **Software License Agreement** – Seller agrees that any software provided as part of the purchased goods shall be licensed consistent with the requirements of FAR 12.212, 27.405-3, and 52.227-19. To that end, the Parties agree to the following understandings concerning the licenses involved, notwithstanding any contrary provisions contained in the license or lease agreement, and notwithstanding any words to the contrary that appear on the Seller’s proposal or quotation, in the Seller’s order acknowledgment, on the computer screen, in the documentation that is furnished with the software, on a website, or elsewhere:

a. Except to the extent expressly stated otherwise in the purchase order, the licensee is the US Government. Utilization of the software under the terms of license by US Government prime contractors and US Government subcontractors in performance of US Government prime contracts or subcontracts is permitted. The license is not limited to a specific department, agency, or instrumentality of the US Government. The licensee is not the individual that loaded the software or clicked an “I Accept” button on any screen or that triggered any purported shrinkwrap, clickwrap, or browserwrap acceptance or agreement mechanism.

b. This is part of every license purchased and shall apply through all renewals or extensions of every license purchased.

c. Indemnities, automatic renewals, and future fees, duties, costs, taxes, penalties, and interest assessments, which constitute an obligation in advance of appropriations in violation the anti-deficiency laws (31 USC 1341 and 41 USC 6301), are void to the extent they violate the law. The license cannot create an obligation to pay for anything other than the price of the license specified in the order. The full price for the licenses being purchased is the price specified in the order.

d. Provisions concerning control over litigation which violate the US Government’s Department of Justice’s jurisdictional statute (28 USC 516) are void to the extent that they violate the law.

e. Buyer’s responsibility for taxes is governed by Federal and state law and the purchase contract or order, not by the license.

f. Governing law, venue, and statute of limitations which is mandated by Federal law will control in the event of a conflict with the license. License provisions which require the license to be governed by foreign law, which require litigation in foreign courts, which require binding arbitration, or which deny jurisdiction to the US District Courts or to the US Court of Claims are void.

g. License provisions that purport to create rights to injunctions, rights to unilateral termination, rights to make unilateral license modifications or unilateral license changes, rights to unilateral assignment by licensor, and rights to other

equitable remedies that are not available against the US Government under Federal statutes are void.

h. Derivative works do not fall within the definition of commercial item in FAR 12.212 (Acquisition of Commercial Items, Computer Software) and therefore are not within the scope of, or governed by, the license.

i. In the event of inconsistencies between the Licensor’s License Agreement and Federal law, Federal law shall apply.



j. Copies of this license may be disclosed to third parties by the US Government consistent with the Freedom of Information Act.

30. FAR/DFAR Requirements – Seller agrees to follow and flow down all FAR/DFAR requirements as applicable to the goods purchased. Attached at Attachment A is the list of Federal Acquisition Regulations (“FAR”) and Defense Federal Acquisition Regulation Supplement (“DFARS”) clauses, as in effect on the date of this Order, incorporated herein by reference as if the text were fully written herein. In such clauses, unless otherwise specifically stated, the term “Contractor” means Seller except in the term “prime contractor,” “subcontractor” means Seller’s subcontractor, “Contract” means this PO, except in the term “prime contract” and both “Contracting Officer” and “Government” mean Buyer except in the terms “Government Property” and “Government-Furnished Property,” or as otherwise indicated. The full text of the clauses can be located at the website <http://farsite.hill.af.mil> for FAR or DFARS clauses.

31. Confidentiality/Non-Disclosure – All specifications, documents, and prototype articles delivered by Buyer to Seller are the property of Buyer, delivered solely for the purpose of Seller’s performance of this PO and on the express condition that neither they nor the information contained therein shall be disclosed to others nor used for any purpose other than in connection with this PO, without the prior express written consent of Buyer. Such specifications, documents and articles shall be returned to Buyer promptly upon its written request. Such request may be made at any time during or after completion of Seller’s performance. The obligations under this clause will survive the cancellation, termination, or completion of this order.

32. Cyber Security and Incident Reporting – If DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, is applicable to purchase orders issued by Buyer, Seller shall be responsible for the following in addition to those requirements specified in the above DFARS clause: (a) As defined therein, the Seller shall rapidly report Cyber incidents to the DoD at <http://dibnet.dod.mil> and the Buyer, providing the requisite information required under the clause (b) Without exception, any Cyber incident the Seller encounters shall be reported to Buyer as soon as practicable within 72 hours of discovery of an incident (c) In the event of a data breach, Buyer shall be afforded unfettered access to certain technical information (e.g., logs, packet flow information, etc.). This information will be required to satisfy Buyer’s customer information requests. (d) Failure to report or provide these notices will be considered a material breach of this Subcontract. In further support of this requirement, should Buyer elect to utilize supplier checklists, representations or certifications of compliance, outside vendor verification, and/or onsite security audits, Seller shall support as required to meet the continuing needs of Buyer’s customer. (e) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause 252.204-7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described in

https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html, for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government. (f) If a subcontractor does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800-171 DoD Assessment Methodology, to webptsmh@navy.mil for posting to SPRS along with the information required by paragraph (d) of DFARS 252.204-7020. (g) The Contractor shall insert the substance of this clause in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items (excluding COTS items).

33. Notices – Any notices or other communications required or permitted to be given by any party hereto shall be personally delivered or sent by First Class Mail, Certified, to the address shown on the front of this PO or a different address that may have been furnished in writing by a party hereto. Such notice shall be deemed served at the time personally delivered or three (3) days after the date mailed.

34. Entire Agreement – This PO and any documents referenced herein or on the face hereof constitute the entire agreement between the parties and supersede any prior understandings or agreements between the parties.



Crystal Group, Inc. – Purchase Order Terms and Conditions Attachment A – FAR/DFARS Clauses

FAR Clauses – The following contract clauses are incorporated by reference from the Federal Acquisition Regulation (FAR) and apply to the extent indicated.

52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 USC 3509), if the subcontract or purchase order exceeds \$5,000,000 and has a performance period of more than 120 days. All disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer. Buyer will identify the address to use upon request.

52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract or purchase order is funded under the Recovery Act.

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

52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment (OCT 2015), if the subcontract or purchase order exceeds \$35,000 in value. Seller agrees it is not debarred, suspended, or proposed for debarment by the Federal Government. Seller shall disclose to Buyer, in writing, whether as of the time of award of this contract, Seller or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government. This clause does not apply to contracts where the Seller is providing commercially available off-the shelf items.

52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 USC 637(d)(2) and (3)), if the subcontract or purchase order exceeds \$150,000 and offers further subcontracting opportunities. If the subcontract or purchase order (except subcontracts or purchase orders to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the Seller must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities. This clause does not apply if the subcontract or purchase order, together with all of its subcontracts, will be performed entirely outside of the United States and its outlying areas.

52.222-21, Prohibition of Segregated Facilities (APR 2015), if the order combined with all nonexempt Federal contracts and/or subcontracts during the 12 months preceding the award of this order have an aggregate value in excess of \$10,000. This clause does not apply if the subcontract or purchase order is exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended. This clause does not apply to work performed outside the United States by employees who were not recruited within the United States.

52.222-26, Equal Opportunity (APR 2015) (E.O. 11246), if the order combined with all nonexempt Federal contracts and/or subcontracts during the 12 months preceding the award of this order have an aggregate value in excess of \$10,000. This clause does not apply if subcontract or purchase order is exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended. This clause does not apply to work performed outside the United States by employees who were not recruited within the United States.

52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 USC 4212(a)), if the subcontract exceeds \$99,999.99. This clause does not apply if the subcontract or purchase order is exempted by rules, regulations, or orders of the Secretary of Labor.

52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 USC 793), if the subcontract or purchase order exceeds \$15,000. This clause does not apply if the subcontract or purchase order is exempted by rules, regulations, or orders of the Secretary of Labor.

52.222-37, Employments Reports on Veterans (JUL 2014) (38 USC 4212), if the subcontract or purchase order exceeds \$99,999.99. This clause does not apply if the subcontract or purchase order is exempted by rules, regulations, or orders of the Secretary of Labor.

52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if the subcontract or purchase order exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009.



52.222-50, Combating Trafficking in Persons (MAR 2015) with Alternate I (MAR 2015) (22 USC 7104(g)). In paragraph (d), the term “Contracting Officer” means Buyer, and in paragraph (e), the term “the Government” means Buyer. If this subcontract or purchase order has a performance location outside of the United States, the Seller shall ask the Buyer's Authorized Procurement Representative to provide the directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance.

52.222-54 Employment Eligibility Verification (OCT 2015). This clause applies to all subcontracts that (1) are for (i) commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item), or (ii) construction; (2) has a value of more than \$3,500; and (3) includes work performed in the United States.

52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014), if the subcontract or purchase order is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and is to be performed in whole or in part in the United States.

52.227-19, Commercial Computer Software License (DEC 2007), if commercial computer software is being acquired.

52.232-39, Unenforceability of Unauthorized Obligations (JUN 2013).

52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013), if the subcontract or purchase order is with a small business concern.

52.244-6, Subcontracts for Commercial Items (OCT 2015).

DFARS Clauses – DoD Contracts. The following contract clauses are incorporated by reference from the Defense Federal Acquisition Regulation Supplement (DFARS) and apply to the extent indicated.

252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (AUG 2015), if the subcontract or purchase order is for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting.

252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (AUG 2015). The Seller is required to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the Buyer's Authorized Procurement Representative. This includes providing the incident report number, automatically assigned by DoD, to the Buyer's Authorized Procurement Representative as soon as practicable.

252.204-7019 Notice of NIST SP 800-171 DoD Assessment Requirements (November 2020). In order to be considered for award, the seller must have a valid assessment filed with the Supplier Performance Risk System (SPRS). The assessment must not be more than 3 years old.

252.204-7020 NIST SP 800-171 DoD Assessment Requirements (Nov 2020). This clause applies to covered contractor information systems that are required for compliance. Seller to provide Buyer access to its facilities, systems, and personnel in order to determine the existence of a valid current CMMS certification level.

252.204-7021 Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement (Nov 2020). Seller must comply with the CMMC framework that includes the implementation of prescribed cybersecurity practices and achieving the CMMC level required by this contract which shall be required for the duration of this contract.

252.211-7003 Item Unique Identification and Valuation (DEC 2013). This clause applies to items with a unit acquisition cost of \$5,000 or more unless other instructions are given elsewhere in this contract.

252.223-7008 Prohibition of Hexavalent Chromium (JUN 2013), if the contract or purchase order is for supplies, maintenance and repair services, or construction materials. “Contracting Officer” means Buyer.

252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (OCT 2014), if the subcontract or purchase order is for items containing specialty metals. Paragraph (d) and paragraph (e) (1) of this clause are excluded.



252.225-7048 Export-Controlled Items (JUN 2013). Paragraph (e) of this clause is excluded.

252.227-7015 Technical Data -- Commercial Items (FEB 2014). This clause applies if the Seller will deliver technical data.

252.227-7037 Validation of Restrictive Markings on Technical Data (JUN 2013), if the Seller will be required to deliver technical data.

252.239-7010 Cloud Computing Services (AUG 2015), if the subcontract or purchase order involves or may involve cloud services. The Seller shall provide all notifications and requests for approval, including those under parts (b) (1) and (j) of this clause, to the Buyer's Authorized Procurement Representative. The Buyer shall notify the Contracting Officer and shall transmit all Contracting Officer notifications and consents to the Seller.

252.239-7018, Supply Chain Risk (NOV 2013), if the subcontract or purchase order involves the development or delivery of any information technology, whether acquired as a service or as a supply. Paragraph (e) of this clause is excluded. The seller shall in lieu of paragraph (e) obtain certification from the manufacturer that the manufacturer has processes in place that meet the intent of this clause.

252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (JUN 2013).

252.246-7003 Notification of Potential Safety Issues (JUN 2013), if this subcontract or purchase order is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies and parts integral to a system. The notification required by paragraph (c) of this clause will be provided to Buyer's Authorized Procurement Representative and Buyer will notify the administrative contracting officer (ACO) and the procuring contracting officer (PCO).

252.246-7007 Contractor Counterfeit Electronic Parts Detection and Avoidance System (MAY 2014), if the Seller will deliver (1) electronic parts; (2) end items, components, parts, or assemblies containing electronic parts; or (3) services where the contractor will supply electronic parts or components, parts, or assemblies containing electronic parts as part of the service. In paragraph (c)(6), "Contracting Officer" means "Buyer."