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AIRBUS DS GOVERNMENT SOLUTIONS, INC. STANDARD PURCHASE ORDER TERMS AND CONDITIONS NON-COMMERCIAL

1. GENERAL:

Each purchase by Airbus DS Government Solutions, Inc. ("Airbus DSGS") from a supplier ("Seller") shall be governed by these Standard Purchase Order Terms and Conditions ("Terms"), unless the parties have entered into a written agreement setting out applicable terms and conditions and expressly stating that such terms are intended to supersede these Standard Purchase Order Terms and Conditions. Seller agrees to sell, and Airbus DSGS agrees to buy, the goods, articles, materials, or services ("Goods") described on an Airbus DSGS purchase order ("PO") for the price, at the time, and on the terms of payment shown on the PO. The PO and the provisions of any drawings, prints, plans, descriptions, specifications, representations, samples, data, flowdowns, prime contracts, and other documents referred to therein and adopted by reference ("Documents") constitute the entire agreement relating to the purchase of Goods and supersede all prior proposals, negotiations, and counterproposals. As used herein, the term "PO" shall include all Documents related to such PO.

- (a) By providing the Goods described in the PO, or commencing performance of the services included within the Goods described in the PO, Seller agrees to the terms set forth in the PO. Any different or additional items in Seller's acceptance of the PO are hereby objected to and will be considered only as proposals for addition to the PO. Such proposed additional terms will not be binding unless agreed to in writing by an authorized representative of Airbus DSGS referencing the PO to which such proposed additional terms apply. Commencement or performance by Seller in the absence of Airbus DSGS's agreement to such proposals will constitute Seller's acceptance of the terms and conditions set forth herein.
- (b) In the event the Goods include services, the commencement or performance of certain services may require an authorization to proceed notice to be issued by an authorized representative of Airbus DSGS ("Proceed Notice"). The requirement for a Proceed Notice shall be stated on the PO. In the event Seller commences performance under the PO before a Proceed Notice is issued to the Seller, the Seller does so at its own risk for any costs or expenses incurred by Seller due to such performance, including but not limited to costs related to (i) limited access to a site, location, or persons, (ii) extended mobilization of personnel, contractors, equipment, and other resources, and (iii) resource allocation.

2. DELIVERY:

(a) The Goods delivery schedule specified in the PO will be binding on Seller. Time is of the essence to the PO and a material element of these Terms. Any early delivery will require Airbus DSGS's consent. Any costs or expenses incurred by either party in connection to Seller's failure to strictly adhere to the delivery schedule stated in



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the PO shall be borne by the Seller.

(b) Deliveries are to be made both in the quantities and at the times specified in the PO. If Seller fails to meet such schedule, Airbus DSGS, may, without limiting its other rights or remedies, direct the Seller to procure reasonable expedited shipping for Goods and any excess costs incurred thereby shall be debited to Seller's account. Airbus DSGS may cancel all or part of the PO in the event Seller fails to deliver Goods as scheduled in the PO.

(c) No partial shipments will be accepted without Airbus DSGS's written approval.

3. CHANGES:

Airbus DSGS may, at any time prior to delivery of the Goods, by a written change PO ("Change Order") which changes in the terms of the original PO. If any such Change Order causes an increase or decrease in the cost of, or the time required for performance of, any part of the work under the PO, or affects any other provisions of the PO, an equitable adjustment shall be made in the PO price or delivery schedule, or both, and in such other provisions of the PO as may be affected. Any claim by Seller for adjustment under this clause must be asserted in writing within ten (10) business days of Seller's receipt of the Change Order. The PO shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived in whole or in part, except by written Change Order hereto signed by Airbus DSGS's authorized representative. Notwithstanding anything to the contrary in these Terms, the PO, or the Documents, (i) any Goods prepared, procured, produced, manufactured, or assembled with the use of Confidential Information (as defined below) is, and shall remain, the property of Airbus DSGS ("Airbus Goods"), (ii) any Airbus Goods required under a PO, but not required under a Change Order related to such PO, shall be either be (A) delivered to Airbus DSGS as instructed by Airbus DSGS, or (B) disposed of as instructed in writing by Airbus DSGS, (iii) Airbus DSGS shall pay to Seller an equitable price for such Airbus Goods if prepared, procured, produced, manufactured, or assembled in reasonable anticipation of performance under the PO, including reasonable outof-pocket expenses related to Seller's delivery of such Airbus Goods as instructed by Airbus DSGS.

4. PURCHASE ORDER NUMBER:

Airbus DSGS's PO number must appear on all invoices, packing lists and bills of lading and shall appear on each package, container or envelope or each shipment made pursuant to the PO.

5. INVOICES:

Invoices shall be billed in United States dollars and shall contain the following information: PO number, PO line item, Airbus part number, description of item, sizes, quantities, unit prices, and extended totals in addition to any other information specified elsewhere herein. Payment of invoices shall not constitute acceptance



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of Goods and shall be subject to adjustment or offset for errors, shortages, defects in the Goods or other failure of Seller to meet the requirements of the PO. Payment of invoices shall be made by Airbus DSGS Net 60 days unless alternate terms are agreed upon with supplier. Invoice Net terms shall start upon Airbus receipt of goods.

6. PACKAGING AND SHIPMENT:

Seller shall pack all Goods in accordance with best practices of Seller's industry with (i) appropriate dunnage to prevent damage to the Goods, (ii) security measures to prevent the easy access, review, or disassembly of the Goods, or otherwise the disclosure of Airbus' Confidential Information, (iii) reasonable anticipation of environmental hazards given the method of shipping used, and (iv) any required notices, information, warnings, or other postings required by law, rule, or regulation. All shipments of Goods shall be FOB destination unless different Incoterms 2000 are specified on the PO.

7. INSPECTION:

All Goods (including raw materials, components, subassemblies and products) may be inspected and tested by Airbus DSGS at all reasonable times and places before, during or after manufacture. Acceptance will be done no later than 45 days after delivery and if not rejected (in writing) within the said 45 days, the Goods will be deemed accepted. If any Goods are defective in materials, workmanship, or are otherwise not in conformity with the requirements of the PO, Airbus DSGS shall have the right, whether or not payment has been made by Airbus DSGS, to reject them or require that such defects be corrected or such Goods replaced (at Airbus DSGS's option) promptly with satisfactory materials and workmanship. The rejected Goods may, at Airbus DSGS's discretion, be returned to Seller (for repair or replace, if requested by Airbus DSGS in its sole discretion) at Seller's expense. In no event shall Airbus DSGS be liable for any reduction in value of samples used in connection with any inspection or test. If any inspection or test is made on the premises of Seller, Seller shall, without additional charge, provide reasonable facilities and assistance for the safety and convenience of inspectors in such manner as not unduly to delay the work. Seller further agrees to maintain all authenticated inspection and cost documents that relate to work performed under the PO. Such records shall be retained by Seller after completion of the PO or as otherwise specified by Airbus DS-GS and made available to Airbus DSGS upon request for not less than the later of (i) seven (7) years after the date of an applicable PO, and (ii) the record retention requirements of the Documents related to a PO. Seller agrees to supply Airbus DSGS with inspection and cost reports, affidavits, certifications or any other documents as may be reasonably requested.

8. DISCLOSURE OF INFORMATION:

Seller shall keep strictly confidential all information, drawings, specifications, data, documents, know-how, or trade secrets disclosed by Airbus DSGS to Seller or its



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representatives, made available by Airbus DSGS to Seller or its representatives, or otherwise learned by Seller or its representatives pursuant to, or in connection with the PO ("Confidential Information"). Seller shall not disclose or use such Confidential Information to the benefit of itself or any other party, or for any other purpose other than in the furtherance of the PO. Except as required for the efficient performance of the PO, Seller shall not make copies of any documents provided and shall return all such information and materials to Airbus DSGS upon completion of the purchase of the Goods hereunder or as requested at any time by Airbus DSGS.

9. TOOLING:

Unless otherwise specified in the PO, all tooling and/or other articles required for the performance hereof shall be furnished by Seller, maintained in good condition and replaced, when necessary, at Seller's expense. If Airbus-DS- GS agrees to pay Seller for special tooling or other items, either separately or as a stated part of the unit price of goods purchased herein, title to same shall be and remain Airbus DSGS's property.

10. INDEMNIFICATION; LIMITATION OF LIABILITY:

- (a) Subject to Section 10(c) and (d), Seller shall indemnify, hold harmless, and defend Airbus DSGS and its managers, officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Airbus Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and attorneys' fees, that are incurred by Airbus Indemnified Party arising out of any claim related to the PO resulting from Seller or Seller's representatives' negligent act or omission, fraud, willful misconduct, breach of any term of the PO, these Terms, or any other agreement between Seller and Airbus DSGS, violation of law, rule, or regulation, disclosure or use of Confidential Information in violation of these Terms, or infringement or misappropriation of intellectual property rights (collectively, "Airbus Losses").
- (b) Subject to Section 10(c) and (d), Airbus DSGS shall indemnify, hold harmless, and defend Seller and its managers, officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Seller Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and attorneys' fees, that are incurred by Seller Indemnified Party arising out of any third party claim related to the PO resulting from Airbus DSGS's grossly negligent act or omission, fraud, or willful misconduct (collectively, "Seller Losses", and together with Airbus Losses, "Losses").
- (c) Except for in connection with gross negligence, fraud, willful misconduct, breach of Confidential Information obligations, violations of law, rule, or regulation, and or infringement or misappropriation of intellectual property rights, the aggregate



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Losses for which one party shall be liable to the other party hereunder shall be limited to the greater of (i) the limits of the insurance required to be maintained under the PO, and (ii) twice the price payable by Airbus DSGS to Seller under the PO.

(d) Except for Liability for Breach of Confidentiality and Liability for Infringement or Misappropriation of Intellectual Property Rights, in NO event shall either Party or any of its Representatives be liable under this agreement to the other party for Consequential, Indirect, Incidental, Special, Exemplary, Punitive or Enhanced Damages, Lost Profits or Revenues, or Diminution in Value, arising out of, relating to, or in connection with these Terms or the PO.

11. TERMINATION:

The PO may be terminated in whole or in part at any time by Airbus DSGS (i) for cause in the event Seller is in default under these Terms or the PO and Seller cannot cure such defaults within five (5) days of notice of such defaults by Airbus DSGS ("Cause"), or (ii) for its convenience ("Convenience").

- i. Upon notice of termination for Convenience, Seller shall submit promptly to Airbus- DS-GS, but in no event later than three (3) months from the effective date of termination, a claim for reimbursement for the actual costs incurred by Seller by reason of such termination for Convenience. Such actual costs shall exclude any charges for the interest or loss of material or parts which can be delivered or diverted to others and shall be subject to any requirements related to Airbus Goods. The claim shall not exceed the pro-rata portion of the PO which is cancelled. Such claim shall be Seller's sole remedy for such termination for Convenience. All completed or partially completed items and all materials for which compensation is paid to Seller upon termination shall become the property of Airbus DSGS including but not limited to Airbus Goods and any materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and manufacturing materials specifically produced or acquired for performance of the PO.
- ii. Upon notice of termination for Cause, (i) Seller shall cease all work in connection with the PO, and (ii) shall immediately return all Airbus Goods, Confidential Information, and any other property of Airbus DSGS to Airbus DSGS, and verify the same in writing. If terminated for Cause, Airbus DSGS shall not owe any further consideration to the Seller in connection with the PO.

12. INSURANCE:

Seller agrees to maintain proper Workman's Compensation Insurance covering all employees performing work under the PO. Seller shall also maintain at all times (i) general liability insurance policy from an AAA-rated insurance carrier with a minimum of \$1,000,000 in coverage and (ii) an errors and omissions insurance policy from an AAA-rated insurance carrier with a minimum of \$1,000,000 in



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coverage (such coverage to be independent of coverage provided under the general liability insurance policy). Seller shall provide certificates of such coverage to Airbus DSGS upon request.

13. COMPLIANCE WITH LAWS:

In the performance of work or services under the PO, Seller shall fully comply with all US federal, and all other applicable international, federal, provincial, state and local laws, regulations and ordinances.

14. ASSIGNMENTS AND SUBCONTRACTS:

Unless with written consent of Airbus- DS-GS or as expressly stated on the PO, Seller shall not assign the PO, any proceeds therefrom or any right or obligation hereunder, or subcontract its obligations hereunder. In the event Airbus DSGS expressly allows for subcontracting, Seller agrees that (i) all subcontractors shall be pre-approved by Airbus DSGS, (ii) will be made aware of these Terms and the PO, (iii) all subcontractors shall agree to be bound by these Terms and the PO as if they were the Seller hereunder, and (iv) Seller shall be liable to Airbus DSGS for any breaches of these Terms or the PO by such subcontractors as if such subcontractors were Seller hereunder and thereunder.

15. FORCE MAJEURE:

No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached these Terms or the PO, for any failure or delay in fulfilling or performing any term of these Terms or the PO, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control, including, without limitation, the following force majeure events ("Force Majeure Events"): (i) acts of God, (ii) flood, fire, earthquake, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, (iv) government order, law, or actions, (v) embargoes or blockades in effect on or after the date of this Agreement, and (vi) strikes, labor stoppages or slowdowns. Notwithstanding the foregoing, Force Majeure Events shall not be deemed to include (x) the impact of COVID-19 (or other variants of the same), (y) economic conditions which raise or lower the price or availability of goods or materials, or (z) political actions limiting economic opportunities from a certain country, region, or economic zone.

16. WARRANTY:

Seller warrants the Goods delivered hereunder to be free from defects in workmanship and materials to be new and of the most suitable grade of their respective kinds, to conform to applicable specifications, drawings, samples or other description given, including those set forth in the PO and Seller's sales literature, to be of merchantable quality and, if of Seller's design, to be suitable for the purpose intended, to meet all of the performance requirements, and to be free



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from defects in design. This warranty shall run to Airbus DSGS, its successors and assigns and the end users of Goods covered by the PO. Such express warranties shall be standard warranty or guarantee of Seller, shall be construed as conditions as well as warranties and shall be exclusive. Seller agrees to replace or correct any Goods not conforming to the foregoing requirements when notified by Airbus DSGS before the later of (i) the date twelve (12) months after putting the Good or Goods into service, (ii) the warranty expiration date occurring after the foregoing 12-month period, if so provided by Seller or the manufacturer of the Goods, and (iii) any additional warranty period agreed to in writing by Seller and Airbus DSGS. If Seller, upon notice of defect fails promptly to correct or replace the Goods, Airbus DSGS may do so without further notice and Seller shall reimburse Airbus DSGS for all costs incurred thereby. No inspection cost of approval of any kind, including approval of designs, shall affect Seller's obligation under this Section 16. Goods which have been rejected shall not thereafter be tendered for acceptance unless the basis for rejection has been corrected and identified in writing to Airbus DSGS. Replaced or repaired Goods shall be subject to the provisions of this Section 16 to the same extent as the original Goods, except that the warranty shall run from the last delivery date.

- (a) With respect to Goods delivered hereunder, Seller shall be obligated to make available to Airbus DSGS any parts which may be required for the continued use or operation of such Goods for a period equivalent to the anticipated technical service life of such Goods or ten (10) years after last delivery, whichever is longer.
- (b) In the event that Seller intends to discontinue manufacture or delivery of any such parts after expiration of the period mentioned in Section 16(b) above, Seller shall notify Airbus DSGS thereof and shall offer Airbus DSGS the opportunity to place a final order before such discontinuance.

17. INTELLECTUAL PROPERTY:

Where performance under the PO includes experimental, developmental or (a) research effort and such work is pre-agreed in writing and paid for in whole or in part by Airbus DSGS, Seller agrees that such work or work product shall be deemed a "work made for hire" within the meaning of the Copyright Act of 1976, as amended (the "Act"), that Airbus DSGS is the "author" within the meaning of the Act, that all such copyrightable works shall be owned exclusively by Airbus- DS-GS on their creation, and that Seller hereby expressly disclaims any interest in any of them. In the event (and to the extent) that such work or work product is found as a matter of law not to be a "work made for hire" within the meaning of the Act, Seller hereby assigns to Airbus DSGS the sole and exclusive right, title and interest in and to all such works without further consideration, and agrees to assist Airbus DSGS to register, and from time to time to enforce, all patents, copyrights and other rights and protections relating to the work or work product in any and all countries. To that end, Seller agrees to execute and deliver all documents requested by Airbus DSGS in connection therewith, and irrevocably designates and appoints



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Airbus DSGS its agent and attorney-in-fact to act for and in its behalf and stead to execute, register and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution and issuance of patents, copyrights or similar protections with the same legal force and effect as if executed by Seller. Any and all intellectual property rights in and to Seller's Goods, including any modifications and enhancements thereto are and shall remain the exclusive property of Seller. Any software included within the Goods is provided under limited license and may not be used for any other purpose.

(b) To the extent the Goods, or any part of the Goods, includes intellectual property not subject to the protections contained in Section 17(a), or includes Seller's intellectual property (collectively, "Non-Airbus IP"), Seller grants to Airbus DSGS on behalf of itself, its affiliates, and its and their respective officers, directors, employees, equity holders, partners, agents, and representatives a worldwide, fully-paid, irrevocable, royalty-free, transferrable, assignable, and non-exclusive license to use the Non-Airbus IP as it exists and is used in the Goods and any other reasonable application naturally stemming from its application in the Goods.

18. APPLICABLE LAW:

The PO will be construed and interpreted in accordance with the laws of the State of New York and the United States of America without reference to conflicts of law principles. Each party hereby consents to the exclusive jurisdiction of the courts of the State of New York located in the borough of Manhattan and the federal courts of the Southern District of New York in connection with any suit or proceeding arising out of or relating to the PO.

19. ASSIGNMENT:

Seller shall not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of Airbus DSGS. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder unless Airbus DSGS enters into a novation releasing the Seller of its obligation under the Terms or the PO.

20. GOVERNMENT CONTRACT:

If the PO is issued for any purpose which is either directly or indirectly connected with the performance of a contract with the US Government or a subcontractor thereunder, the terms required under applicable Federal Acquisition Regulations or other appropriate regulations shall be deemed to apply to the PO, along with the specific terms of such contract which shall flowdown to the Seller and Seller shall be subject as if it were Airbus DSGS thereunder.

21. EXPORT CONTROL:



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(a) The Parties shall comply with the United States of America ("U.S."), European Union ("E.U.") and any other applicable national export control, sanctions and embargoes laws and regulations ("Export Regulations") and acknowledge that diverting from such Export Regulations is prohibited.

- (b) The Supplier must not provide prohibited items listed on any of the applicable Export Regulations Governmental lists.
- (c) In case export authorizations are required to deliver item(s) to Purchaser, the Supplier is responsible for obtaining any and all export authorizations and providing the Purchaser with copies of aforementioned authorizations as well as any approval documents, provisos and limitations applicable to the transaction.
- (d) The Supplier represents that, at the date of signature of the Contract/Order, the Supplier is not directly or indirectly subject to any sanctions lists or located in a comprehensive embargoed country according to Export Regulations.
- (e) In the event that (i) the Supplier becomes, directly or indirectly subject, to sanctions or embargo lists according to Export Regulations and/or (ii) the performance of a Party's obligations under this Contract/Order would constitute a breach of Export Regulations, the Purchaser will be entitled to:
 - i. suspend performance of its obligations under the Contract without prior notice and with immediate effect; and/or
 - ii. terminate the Contract/Order with written notice and with immediate effect in accordance with Section 11 Termination. in each case, without any liability for the Purchaser.
- (f) Notwithstanding any other provision of the Contract or the Order, the Supplier shall be liable for all damages, losses, costs and expenses incurred by the Purchaser as the result of the Supplier's non-compliance with its obligations under this section "Export Control".
- (g) Additional specific Export Conditions/requirements may be included on your Purchase Order.

22. FAR and DFARS Clauses for FFP & T&M Contracts for Non-Commercial Items

The following FAR and DFARS clauses are incorporated herein as if set forth in the text of the contract. Subcontractor shall comply to the extent applicable. Any clause included here should be similarly included in lower-tier subcontracts. The version of the below clauses that will govern the contract is the version that was in place at the time the contract was signed. Any reference, in the below-referenced clauses, to "Contractor," or "Offeror" shall generally refer to the Seller or Subcontractor, as the context requires, and all references to "Government" or "Contracting Officer" and equivalent references shall mean the Airbus-DS-GS, Inc. Buyer, or its Buyer Representative. Any reference to "subcontractor" in the



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flowdown requirement field, includes all suppliers and vendors. Any reference to "subcontract" in the flowdown requirement field, includes any similar contractual agreement or purchase order.

Clause	Clause Name	When the Clause Should be Flowed
52.203-3	Gratuities	Applies to all subcontracts.
52.203-6	Restrictions on Subcontractor Sales to The Government	The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.
52.203-7	Anti-Kickback Procedures	The Contractor agrees to incorporate the substance of this clause, including this paragraph (c)(5) but excepting paragraph (c)(1) of this clause, in all subcontracts under this contract that exceed the threshold specified in Federal Acquisition Regulation 3.502-2(i) on the date of subcontract award.
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Applies to any subcontract that exceeds the threshold specified in FAR 3.808 on the date of subcontract award.
52.203-13	Contractor Code of Business Ethics and Conduct	Applies to subcontracts that exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award and a performance period of more than 120 days.
52.203-14	Display of Hotline Poster(S)	The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract— (1) Is for the acquisition of a commercial product or commercial service; or (2) Is performed entirely outside the United States.
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	Applies to all subcontracts that are funded in whole or in part with Recovery Act funds.
52.203-16	Preventing Personal Conflicts of Interest.	The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts— (1) That exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award; and (2) in which subcontractor employees will perform acquisition



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		functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).
52.203-17	Contractor Employee Whistleblower Rights	Applies to all subcontracts.
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	Applies to all subcontracts.
52.204-2	Security Requirements	The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.
52.204-9	Personal Identity Verification of Contractor Personnel	Applies to all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Applies to all subcontracts.
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	Applies to subcontracts (other than for commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities	Applies to all subcontracts.
52.204-25	Prohibition on Contracting for Certain Telecommunic	Applies to all subcontracts.



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	ations and Video Surveillance Services or Equipment	
52.204-27	Prohibition on a Bytedance Covered Application	Applies to all subcontracts.
52.204-30	Federal Acquisition Supply Chain Security Act Orders— Prohibition	Applies to all subcontracts.
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment	Applies to all subcontracts other than for commercial products/services that— (1) Exceed the threshold specified in FAR 9.405-2(b) on the date of subcontract award; and (2) Is not a subcontract for commercially available off-the-shelf items.
52.211-5	Material Requirements	Applies to all subcontracts.
52.211-15	Defense Priority and Allocation Requirements	Applies to all subcontracts.
52.215-2	Audit and Records – Negotiation	Applies to all subcontracts that exceed the simplified acquisition threshold on the date of subcontract award, and—(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these; (2) for which certified cost or pricing data are required; or (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	Applies to all subcontracts.
52.215-11	Price Reduction for Defective Certified Cost	Applies to all subcontracts.



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	or Pricing Data	
	- Modifications	
52.215-12	Subcontractor Certified Cost or Pricing Data	Applies to all subcontracts that, when entered into, exceeds the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1). The Contractor shall insert either— (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract; or (2) The substance of the clause at FAR 52.215-13, Subcontractor Certified Cost or Pricing Data-Modifications.
52.215-13	Subcontractor Certified Cost or Pricing Data - Modifications	Applies to all subcontracts that exceed the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1) on the date of agreement on price or the date of award, whichever is later.
52.215-14	Integrity of Unit Prices	Applies, without paragraph (b) of the clause, to all subcontracts for other than: acquisitions at or below the simplified acquisition threshold, as defined in Federal Acquisition Regulation (FAR) 2.101 on the date of subcontract award; construction or architect-engineer services under FAR part 36; utility services under FAR part 41; services where supplies are not required; commercial products and commercial services; and petroleum products.
52.215-15	Pension Adjustments and Asset Reversions	Applies to all subcontracts under this contract that meet the applicability requirement of FAR 15.408(g).
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	Applies to all subcontracts that meet the applicability requirements of FAR 15.408(j).
52.215-19	Notification of Ownership Changes	Applies to all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	Applies to all subcontracts.
52.215-23	Limitation on Pass-Through Charges	Applies to all cost-reimbursement subcontracts under this contract that exceed the simplified acquisition threshold, on the date of subcontract award, except if the contract is with DoD, then insert in all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in FAR 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining



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		cost or pricing data in FAR 15.403-4 on the date of subcontract award.
52.216-7	Allowable Cost and Payment	Applies to all subcontracts.
52.216-16	Incentive Price Revision-Firm Target	Applies to all subcontracts.
52.216-17	Incentive Price Revision – Successive Targets	Applies to all subcontracts.
52.219-8	Utilization of Small Business Concerns	Applies to all subcontracts.
52.219-9	Small Business Subcontracting Plan	Applies to all subcontracts.
52.222-1	Notice to The Government of Labor Disputes	Applies to all subcontracts.
52.222-4	Contract Work Hours and Safety Standards – Overtime Compensation	The provisions set forth in paragraphs (a) through (d) of this clause apply to subcontracts that may require or involve the employment of laborers and mechanics.
52.222-20	Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000	Applies to all subcontracts.
52.222-21	Prohibition of Segregated Facilities	Applies to all subcontracts and purchase orders that are subject to the Equal Opportunity clause of this contract.
52.222-26	Equal Opportunity	Applies to all subcontracts or purchase orders that are not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order11246, as amended.
52.222-35	Equal Opportunity for Veterans	Applies to subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.
52.222-36	Equal Opportunity for Workers with Disabilities	Applies to every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary
52.222-37	Employment Reports on	Applies to subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award,



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	Veterans	unless exempted by rules, regulations, or orders of the Secretary of Labor.
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Applies to every subcontract that 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.
52.222-41	Service Contract Labor Standards	Applies to all subcontracts subject to the Service Contract Labor Standards statute.
52.222-50	Combating Trafficking in Persons	Applies to all subcontracts.
52.222-51	Exemption from Application of The Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements	Applies to subcontracts for certain exempt services under this contract.
52.222-53	Exemption from Application of The Service Contract Labor Standards to Contracts for Certain Services – Requirements	Applies to subcontracts for certain exempt services under this contract.
52.222-54	Employment Eligibility Verification	Applies to all service and/or construction subcontracts that have a value of more than \$3,500 and includes work performed in the United States.
52.222-55	Minimum Wages Under Executive Order 14026	Applies to all service subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.
52.222-62	Paid Sick Leave Under Executive Order 13706	Applies to all service subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.
52.223-3	Hazardous	Applies to all subcontracts.



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52.226-6 Promoting Excess Food Donation in Nonprofit Orgs Encouraging Contractor Policies to Ban Applies to all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 26.404 on the date of subcontract award with subcontractors who will perform, under this contract, the provision, service, or sale of food in the United States. Applies to all subcontracts who will perform, under this contract, the provision, service, or sale of food in the United States.		United States	
52.226-6 Promoting Excess Food Donation in Nonprofit Orgs Encouraging Contractor Policies to Ban Applies to all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 26.404 on the date of subcontract award with subcontractors who will perform, under this contract, the provision, service, or sale of food in the United States. Applies to all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 26.404 on the date of subcontractors who will perform, under this contract, the provision, service, or sale of food in the United States.			• • • • • • • • • • • • • • • • • • • •
Excess Food Donation in Nonprofit Orgs in Federal Acquisition Regulation 26.404 on the date of subcontract award with subcontractors who will perform, under this contract, the provision, service, or sale of food in the United States. 52.226-8 Encouraging Contractor Policies to Ban in Federal Acquisition Regulation 26.404 on the date of subcontractors who will perform, under this contract, the provision, service, or sale of food in the United States. Applies to all subcontracts that exceed the micro-purchase threshold on the date of subcontract award.	52 226-6	Promoting	
Donation in Nonprofit Orgs subcontract award with subcontractors who will perform, under this contract, the provision, service, or sale of food in the United States. 52.226-8 Encouraging Contractor Policies to Ban Subcontract award with subcontractors who will perform, under this contract, the provision, service, or sale of food in the United States. Applies to all subcontracts that exceed the micro-purchase threshold on the date of subcontract award.	J	_	
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52.226-8 Encouraging Contractor Policies to Ban Applies to all subcontracts that exceed the micro-purchase threshold on the date of subcontract award.		Nonpront Orgs	•
Contractor threshold on the date of subcontract award. Policies to Ban	50,000,0	F	
Policies to Ban	52.226-8	0 0	
			threshold on the date of subcontract award.
Text		Policies to Ban	
1 CAL		Text	
Messaging		Messaging	
While Driving		While Driving	



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52.227-1	Authorization and Consent	Applies to all subcontracts that are expected to exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation (FAR) 2.101 on the date of subcontract award.
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Applies to all subcontracts that are expected to exceed the simplified acquisition threshold on the date of subcontract award.
52.227-9	Refund of Royalties	Applies to any subcontract in which the amount of royalties reported during negotiation of the subcontract exceeds \$250.
52.227-10	Filing of Patent Applications – Classified Subject Matter	Applies to all subcontracts that cover or are likely to cover classified subject matter.
52.227-11	Patent Rights – Ownership by The Contractor	Applies to all subcontracts for experimental, developmental, or research work to be performed by an organization.
52.227-14	Rights in Data – General	Applies to all subcontracts that require the Contractor to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract.
52.228-3	Workers' Compensation Insurance (Defense Base Act)	Applies to all subcontracts to which the Defense Base Act applies.
52.228-5	Insurance – Work on a Government Installation	Applies to subcontracts under this contract that require work on a government installation.
52.230-2	Cost Accounting Standards	Applies to all negotiated subcontracts which the Contractor enters into, except for paragraph (b).
52.230-3	Disclosure and Consistency of Cost Accounting Practices	Applies to all negotiated subcontracts.
52.230-6	Administration of Cost Accounting Standards	Applies to all negotiated subcontracts.
52.232-7	Payments Under Time- And-Materials and Labor-Hour Contracts	Applies to all subcontracts.



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52.232-17	Interest	Applies to all subcontracts.
52.232-39	Unenforceabilit y of Unauthorized Obligations	Applies to all subcontracts.
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Applies to all subcontracts with small business concerns.
52.234-1	Industrial Resources Developed Under Defense Production Act Title Iii	Applies to all subcontracts.
52.236-13	Accident Prevention	Applies to all subcontracts.
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	Applies to all subcontracts.
52.242-13	Bankruptcy	Applies to all subcontracts.
52.242-15	Stop-Work Order	Applies to all subcontracts.
52.244-6	Subcontracts for Commercial Products and Commercial Services	Applies to all subcontracts.
52.245-1	Government	Applies to all subcontracts under which Government property is
52.246-11	Property Higher Level Contract Quality Requirement (Government Spec)	acquired or furnished for subcontract performance. Applies to: (1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or (2) When the technical requirements of a subcontract require- (i) Control of such things as design, work operations, in- process control, testing, and inspection; or (ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.
52.246-2	Inspection of Supplies-Fixed Price	Applies to all subcontracts.
52.246-26	Reporting Nonconforming Items	Except as provided below, Applies to subcontracts that are for— (i) Items subject to higher-level quality standards in accordance



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52.246-4 52.246-6	Inspection of Services - Fixed-Price Inspection -	with the clause at Federal Acquisition Regulation (FAR) 52.246-11, Higher-Level Contract Quality Requirement; (ii) Items that the Contractor determines to be critical items for which use of the clause is appropriate; (iii) Electronic parts or end items, components, parts, or materials containing electronic parts, whether or not covered in paragraph (i) or (ii) of this clause, if the subcontract exceeds the simplified acquisition threshold on the date of subcontract award, and this contract is by, or for, the Department of Defense (as required by paragraph (c)(4) of section 818 of the National Defense Authorization Act for Fiscal Year 2012 (Pub. L. 112-81)); or (iv) for the acquisition of services, if the subcontractor will furnish, as part of the service, any items that meet the criteria specified in paragraphs (g)(1)(i) through (g)(1)(iii) of this clause. This clause does not apply to subcontracts for— (i) Commercial products and commercial services; or (ii) Medical devices that are subject to the Food and Drug Administration reporting requirements at 21 CFR 803. Applies when the Government performs inspections or tests on the premises of the Contractor or a subcontractor.
52.247-63	Time-And- Material and Labor-Hour Preference for	the premises of the Contractor or a subcontractor. Applies to all subcontracts under this contract that may involve
JZ.Z41-03	U.S Flag Air Carriers	international air transportation.
52.247-64	Preference for Privately Owned U.S Flag Commercial Vessels	Applies to subcontracts for acquisition of commercial products or commercial services if this contract is— (A) A contract or agreement for ocean transportation services; or (B) A construction contract; Or where the supplies being transported are— (A) Items the Contractor is reselling or distributing to the Government without adding value; or (B) Shipped in direct support of U.S. military contingency operations, military exercises, or military forces deployed in connection with United Nations or North Atlantic Treaty
52.248-1	Value	Organization humanitarian or peacekeeping operations. Applies to all subcontracts.
	Engineering	
252.203-7001	Prohibition on Persons Convicted of Fraud or Other	Applies to all first-tier subcontracts exceeding the simplified acquisition threshold except those for commercial products, commercial services, or commercial components.



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	Defense	
	Contract	
	Related	
050 000 7000	Felonies	
252.203-7002	Requirement to	Applies to all subcontracts.
	Inform	
	Employees of Whistleblower	
	Rights	
252.203-7004	Display of	Applies to all subcontracts that exceed the threshold specified
202.200 . 00 .	Fraud Hotline	in Defense Federal Acquisition Regulation
	Poster(s)	Supplement 203.1004 (b)(2)(ii) on the date of subcontract
		award, except when the subcontract is for the acquisition of a
		commercial product or commercial service.
252.204-7000	Disclosure of	Applies to all subcontracts.
	Information	
252.204-7004	Anti-Terrorism	Applies when subcontractor performance requires routine
	Awareness	physical access to a Federally controlled facility or military
	Training for Contractors	installation.
252.204-7009	Limitations on	Applies to subcontracts for services that include support for the
232.204-7009	the Use or	Government's activities related to safeguarding covered
	Disclosure of	defense information and cyber incident reporting.
	Third-Party	actioned whethatian and cyson worden reporting.
	Contractor	
	Reported	
	Cyber Incident	
	Information	
252.204-7012	Safeguarding	Applies to subcontracts for operationally critical support, or for
	Covered	which subcontract performance will involve covered defense
	Defense	information.
	Information and	
	Cyber Incident Reporting	
252.204-7014	Limitations on	Applies to all subcontracts.
202.204 7014	The Use or	, ipplied to all outsoritiasts.
	Disclosure of	
	Information by	
	Litigation	
	Support	
	Contractors	
252.204-7015	Notice of	Applies to all subcontracts.
	Authorized	
	Disclosure of Information for	
	Litigation	
	Support	
252.204-7018	Prohibition on	Applies to all subcontracts.
	The Acquisition	
	The Acquisition	



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	of Covered	
	Defense	
	Telecommunic	
	ations	
	Equipment or	
	Services	
252.204-7020	NIST SP 800-	Applies to all subcontracts (excluding commercially available
	171 DOD	off the shelf).
	Assessment	
	Requirements	
252.208-7000	Intent to	Applies to all subcontracts, unless the Contractor knows that
	Furnish	the item being purchased contains no precious metals.
	Precious	·
	Metals as	
	Government-	
	Furnished	
	Material	
252.209-7004	Subcontracting	Applies to all subcontracts in excess of \$150,000.
	with Firms That	. ,
	Are Owned or	
	Controlled by	
	The	
	Government of	
	a Country That	
	Is a State	
	Sponsor of	
	Terrorism	
252.211-7003	Item Unique	Applies when the Contractor acquires by subcontract any
	Identification	item(s) for which item unique identification is required.
	and Valuation	
252.215-7010	Requirements	Applies to all subcontracts exceeding the simplified acquisition
	for Certified	threshold,
	Cost or Pricing	,
	Data and Data	
	Other Than	
	Certified Cost	
	or Pricing Data	
252.219-7003	Small Business	Include the clause at DFARS 252.219-7004, Small Business
	Subcontracting	Subcontracting Plan (Test Program), in subcontracts with
	Plan (DOD	subcontractors that participate in the Test Program described
	Contracts)	in DFARS 219.702-70, if the subcontract is expected to exceed
	John doloj	the applicable threshold specified in Federal Acquisition
		Regulation 19.702(a) and to have further subcontracting
		opportunities.
252.219-7004	Small Business	Subcontracts. The Contractor shall include in subcontracts that
202.210 7004	Subcontracting	offer subcontracting opportunities, are expected to exceed the
	Plan (Test	applicable threshold specified in FAR 19.702(a) on the date of
	`	subcontract award, and are required to include the clause at
	Program)	·
		FAR 52.219-8, Utilization of Small Business Concerns, the



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		clauses at—
		(1) FAR 52.219-9, Small Business Subcontracting Plan, and Defense Federal Acquisition Regulation Supplement (DFARS) 252.219-7003, Small Business Subcontracting Plan (DOD Contracts)–Basic;
		(2) FAR 52.219-9, Small Business Subcontracting Plan, with its Alternate III, and DFARS 252.219-7003, Small Business Subcontracting Plan (DOD Contracts)—Alternate I, to allow for submission of SF 294s in lieu of ISRs; or
		(3) DFARS 252.219-7004 , Small Business Subcontracting Plan (Test Program), in subcontracts with subcontractors that participate in the Test Program described in DFARS 219.702-70 .
252.222-7006	Restrictions on The Use of Mandatory Arbitration Agreements	Applies to all subcontracts.
252.223-7001	Hazard Warning Labels	Applies to all subcontracts which require delivery of hazardous materials.
252.223-7002	Safety Precautions for Ammunition and Explosives	Applies to all subcontracts that involve ammunition or explosives.
252.223-7003	Change in Place of Performance - Ammunition and Explosives	Applies to all subcontracts that involve ammunition or explosives.
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials	Applies to all subcontracts that require, may require, or permit a subcontractor access to a DOD installation.
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives	Applies to all subcontracts, at every tier— (1) for the development, production, manufacture, or purchase of arms, ammunition, and explosives (AA&E); or (2) When AA&E will be provided to the subcontractor as Government-furnished property.
252.223-7008	Prohibition of Hexavalent Chromium	Applies to all subcontracts that are for supplies, maintenance and repair services, or construction materials.
252.223-7009	Prohibition of	Applies to all subcontracts relating to firefighting on a military



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	Procurement of Fluorinated Fire-Fighting Agent for Use on Military Installations.	installation.
252.223-7999 DEV	Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors	Applies to subcontracts at any tier that exceed the simplified acquisition threshold on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.
252.225-7007	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies	Applies to all subcontracts for items covered by the United States Munitions List or the 600 series of the Commerce Control List.
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	Applies to all subcontracts that are for items containing specialty metals to ensure compliance of the end products that the Contractor will deliver to the Government.
252.225-7012	Preference for Certain Domestic Commodities	Applies to all subcontracts.
252.225-7013	Duty – Free Entry	Applies to all subcontracts for— (i) Qualifying country components; or (ii) Nonqualifying country components for which the Contractor estimates that duty will exceed \$200 per unit;
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools	Applies to all subcontracts.
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings	Applies to all subcontracts, except those for— (1) Commercial products; or (2) Items that do not contain ball or roller bearings.
252.225-7025	Restriction on Acquisition of Forgings	Applies to all subcontracts for forging items or for other items that contain forging items.
252.225-7028	Exclusionary	Applies to all subcontracts.



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252 225 7020	Policies and Practices of Foreign Governments	Applies to all subsentracts
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate	Applies to all subcontracts.
252.225-7033	Waiver of United Kingdom Levies	Applies to all subcontracts for supplies where a lower-tier subcontract exceeding \$1 million with a U.K. firm is anticipated.
252.225-7036	Buy American – Free Trade Agreements – Balance of Payments Program	Applies to all subcontracts.
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States	Applies to all subcontracts when subcontractor personnel are supporting U.S. Armed Forces deployed outside the United States in— (1) Contingency operations; (2) Peace operations consistent with Joint Publication 3-07.3; or (3) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.
252.225-7043	Antiterrorism/F orce Protection for Defense Contractors Outside the United States	Applies to all subcontractors except for any subcontractor that is— (1) A foreign government; (2) A representative of a foreign government; or (3) A foreign corporation wholly owned by a foreign government.
252.225-7048	Export Controlled Items	Applies to all subcontracts
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten	Applies to all subcontracts that are for items containing a covered material, unless an exception in paragraph (c) of the clause applies.
252.225-7056	Prohibition Regarding Business Operations with The Maduro Regime	Applies to all subcontracts.



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252.225-7058	Post-Award Disclosure of Employment of Individuals Who Work in The People's Republic of China	Applies to all subcontracts that meet the definition of a covered contract.
252.225-7060	Prohibition on Certain Procurements from The Xinjiang Uyghur Autonomous Region	Applies to all subcontracts.
252.225-7967	Prohibition Regarding Russian Fossil Fuel Business Operations	Applies to all subcontracts.
252.225-7972 DEV	Prohibition on The Procurement of Foreign-Made Unmanned Aircraft	Applies to all subcontracts.
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	Applies to all subcontracts exceeding \$500,000.
252.227-7013	Rights in Technical Data — Other Than Commercial Products and Commercial Services	Applies to subcontracts whenever any technical data for other than commercial products or commercial services, or for commercial products or commercial services developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract.
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial	(i) Except as provided in paragraph (ii) of this clause, below, this clause applies to all subcontracts whenever any other than commercial computer software or other than commercial computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under



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	Computer	this contract.
	Software Documentation	(ii) The Contractor shall use the clause at DFARS 252.227-7018, Rights in Other Than Commercial Technical Data and Computer Software—Small Business Innovation Research Program and Small Business Technology Transfer Program, to govern computer software or computer software documentation that is SBIR/STTR data.
252.227-7015	Technical Data - Commercial Products and Commercial Services	This clause applies whenever any technical data related to commercial products or commercial services developed in any part at private expense will be obtained from a subcontractor for delivery to the Government under this contract.
252.227-7016	Rights in Bid or Proposal Information	Applies to all subcontracts.
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	Applies to all subcontracts.
252.227-7019	Validation of Asserted Restriction – Computer Software	Applies to all subcontracts with subcontractors who will be furnishing computer software to the Government in the performance of the contract.
252.227-7025	Limitations on The Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	Applies to all subcontracts.
252.227-7026	Deferred Delivery of Technical Data or Computer Software	Applies to all subcontracts.
252.227-7027	Deferred Ordering of Technical Data or Computer Software	Applies to all subcontracts.
252.227-7030	Technical Data – Withholding of Payment.	Applies to all subcontracts.



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252.227-7037	Validation of Restrictive Markings on Technical Data	Applies to all subcontracts.
252.227-7038	Patent Rights - Ownership by The Contractor (Large Business)	Applies to all subcontracts for experimental, developmental, or research work, unless a different patent rights clause is required by FAR 27.303.
252.227-7039	Patents – Reporting of Subject Inventions	Applies to all subcontracts.
252.228-7001	Ground and Flight Risk	Applies to all subcontracts except— (1) The Contractor shall not include paragraph (f) of this clause in subcontracts for commercial products or commercial services; and (2) The Contractor shall not incorporate the requirements of this clause in subcontracts with Federal Aviation Administration (FAA) part 145 repair stations performing work pursuant to their FAA license.
252.228-7005	Mishap Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles	Applies to all subcontracts.
252.229-7011	Reporting of Foreign Taxes – U.S. Assistance Programs	Applies to all subcontracts for commodities that exceed \$500.
252.231-7000	Supplemental Cost Principles	Applies to all subcontracts.
252.232-7007	Limitation of Government's Obligation	Applies to all subcontracts.
252.234-7002 DEV	Earned Value Management System (Dev 2015-00017)	Applies to all subcontracts as prescribed in the clause.
252.235-7003	Frequency Authorization	Applies to all subcontracts requiring the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.
252.237-7010	Prohibition on Interrogation of Detainees by	Applies to all subcontracts that may require subcontractor personnel to interact with detainees in the course of their duties.



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	Contractor	
	Contractor Personnel	
252.239-7010	Cloud	Applies to all subcontracts that involve or may involve cloud
232.239-7010	Computing	services.
	Services	Services.
252.239-7016	Telecommunic	Applies to all subcontracts which require securing
252.259-7010	ations Security	telecommunications.
	Equipment,	telecommunications.
	Devices,	
	Techniques	
	and Services	
252.243-7001	Pricing of	Applies to all subcontracts.
202.210 7001	Contract	7 Applico to all oubsortifacto.
	Modifications	
252.244-7000	Subcontracts	Applies to all subcontracts.
202.2117000	for Commercial	7 Applied to all ediboritidate.
	Products and	
	Commercial	
	Services	
252.245-7005	Management	Applies to all subcontracts.
	and Reporting	• •
	of Government	
	Property	
252.246-7001	Warranty of	Applies to all subcontracts.
	Data	
252.246-7003	Notification of	Applies to all subcontracts for—
	Potential Safety	(i) Parts identified as critical safety items;
	Issues	(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
252.246-7007	Contractor	parts integral to a system.
252.240-7007	Contractor Counterfeit	Applies to all subcontracts for electronic parts or assemblies
	Electronic Part	containing electronic parts.
	Detection and	
	Avoidance	
	System	
252.246-7008	Sources of	Applies to all subcontracts that are for electronic parts or
	Electronic Parts	assemblies containing electronic parts, unless the
		subcontractor is the original manufacturer.
252.247-7003	Pass-Through	Applies to all subcontracts with motor carriers, brokers, or
	of Motor Carrier	freight forwarders.
	Fuel Surcharge	
	Adjustment to	
	The Cost	
	Bearer	
252.247-7023	Transportation	Applies to subcontracts for supplies for a construction contract;
	of Supplies by	or when the supplies being transported are other than



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	Sea	commercial products; or Commercial products that— (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment); (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
252.249-7002	Notification of Anticipated Contract Termination or Reduction	Applies to all subcontractors.

23. ADDITIONAL FAR/DFARS CLAUSES:

Airbus reserves the right to add FAR/DFARS clauses and other contract terms in addition to any special provisions that may be required to be flowed down from its customer. Additional FAR/DFARS clauses, other contract terms and special provisions will be in an attached addendum.