

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

1. GENERAL:

- (a) 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.
- (b) 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.
- (c) 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 out-of-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

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

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

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:

- (a) Where performance under the PO includes experimental, developmental or 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- DSGS 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

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:

- (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 Contracts for Commercial Products & Services

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

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
52.203-12	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.
52.203-15	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.
52.203-17	Contractor Employee Whistleblower Rights	Applies to all subcontracts.
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	Applies to all subcontracts.
52.204-21	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 Telecommunications and Video Surveillance Services or Equipment	Applies to all subcontracts.

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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.
52.219-8	Utilization of Small Business Concerns	Applies to all subcontracts where the subcontract offers further subcontracting opportunities where the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award.
52.222-21	Prohibition of Segregated Facilities	Applies to subcontracts that are subject to the Equal Opportunity clause of this contract.
52.222-26	Equal Opportunity	Applies to subcontracts that are not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, 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 subcontracts 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 of Labor.
52.222-37	Employment Reports on 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.
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Applies to 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.
52.222-50	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.

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	(May 2014) (41 U.S.C. chapter 67).	
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services- Requirements (May 2014) (41 U.S.C. chapter 67).	Applies to subcontracts for certain exempt services under this contract.
52.222-54	Employment Eligibility Verification (Jan 2025) (E.O. 12989).	Applies to subcontracts that— (1) Are for— (i) 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 for Contractor Workers Under Executive Order 14026 (Jan 2022).	Applies to all 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 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.
52.224-2	Privacy Act	Applies to all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.
52.224-3	Privacy Training	Applies to all subcontracts under this contract, when subcontractor employees will- (1) Have access to a system of records; (2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (3) Design, develop, maintain, or operate a system of records.
52.225-26	Contractors Performing Private Security Functions Outside the United States	Applies to all subcontracts that will be performed outside the United States in areas of- (1) Combat operations, as designated by the Secretary of Defense; or (2) Other significant military operations, upon agreement of the Secretaries of Defense and State that the clause

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		applies in that area.
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.
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Applies to all subcontracts with small business concerns.
52.240-1	Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).	Applies to all subcontracts.
52.244-6	Subcontracts for Commercial Products and Commercial Services	Applies to all subcontracts.
52.245-1	Government Property	Applies to all subcontracts under which Government property is acquired or furnished for subcontract performance.
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 Organization humanitarian or peacekeeping operations.
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	Applies to all subcontracts.
252.204-7000	Disclosure of Information	Applies to all subcontracts.

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252.204-7004	Anti-Terrorism Awareness Training for Contractors	Applies when subcontractor performance requires routine physical access to a Federally controlled facility or military installation.
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	Applies to subcontracts, or similar contractual instruments, 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	Applies to subcontracts for operationally critical support, or for which subcontract performance will involve covered defense information.
252.204-7014	Limitations on The Use or Disclosure of Information by Litigation Support Contractors	Applies to all subcontracts.
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	Applies to all subcontracts.
252.204-7018	Prohibition on The Acquisition of Covered Defense Telecommunications Equipment or Services	Applies to all subcontracts.
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	Applies to all subcontracts (excluding commercially available off-the-shelf).
252.211-7003	Item Unique Identification and Valuation	Applies when the Contractor acquires by subcontract any item(s) for which item unique identification is required.
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.
252.223-7008	Prohibition of Hexavalent Chromium	Applies to all subcontracts that are for supplies, maintenance and repair services, or construction materials.
252.223-7009	Prohibition of Procurement of Fluorinated Fire-Fighting Agent for Use on Military Installations.	Applies to all subcontracts relating to fire-fighting on a military installation.

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252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	Applies to all subcontracts for commercial products, that are for items containing specialty metals.
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten	Applies to all subcontracts and other contractual instruments that are for items containing a covered material.
252.225-7056	Prohibition Regarding Business Operations with The Maduro Regime	Applies to all subcontracts.
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.
252.227-7013	Rights in Technical Data — Other Than Commercial Products and Commercial Services	Applies to all subcontracts when 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.
252.227-7015	Technical Data - Commercial Products and Commercial Services	Applies to all subcontracts when any technical data related to commercial products or commercial services developed in any part at private expense will be obtained from a subcontractor or supplier for delivery to the Government under this contract.
252.227-7019	Validation of Asserted Restriction – Computer Software	Applies to all subcontracts that are for furnishing computer software to the Government in the performance of this contract.
252.227-7037	Validation of Restrictive Markings on Technical Data	Applies to all subcontracts that require the delivery of technical data from at any tier.
252.239-7010	Cloud Computing Services	Applies to all subcontracts that involve or may involve cloud services.
252.244-7000	Subcontracts for Commercial Products and Commercial	Applies to all subcontracts.

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	Services	
252.246-7003	Notification of Potential Safety Issues	Applies to all subcontracts 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.
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	Applies to all subcontracts for electronic parts or assemblies containing electronic parts.
252.246-7008	Sources of Electronic Parts	Applies to all subcontracts that are for electronic parts or assemblies containing electronic parts, unless the subcontractor is the original manufacturer.
252.247-7023	Transportation of Supplies by Sea	Applies to subcontracts for supplies for a construction contract; or when the supplies being transported are other than 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.

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.