

FA8002-22-C-0203 LM TREBIA FLOWDOWNS 02-09-2023

U.S. GOVERNMENT CLAUSES

Prime Contract Number: FA8002-22-C-0203

DPAS: DX-A7

Program: LM TREBIA

Date of Creation: 02-09-2023

The following customer contract requirements apply to any Purchase Order referencing the above U.S. Government prime contract number and are hereby incorporated into the Purchase Order by full text or by reference with the same force and effect as if they were given in full text. The terms and conditions of the versions of the “Flowdown of U.S. Government Contract Clauses Under U.S. Government Contracts” and “Flowdown Updates” documents in effect on the date of the particular Order shall also apply. These documents are made available at the RTX Supplier Site. The full text of FAR/DFARS clauses may be accessed at <https://www.acquisition.gov/>.

In all provisions and clauses listed herein, terms shall be revised to suitably identify the party to establish Supplier’s obligations to Buyer and to the Government, and to enable Buyer to meet its obligations under the prime contract. Without limiting the generality of the foregoing, and except where further clarified or modified below, the term “Government” and equivalent phrases shall mean “Buyer”, the term “Contracting Officer” shall mean “Buyer’s Purchasing Representative”, the term “Contractor” or “Offeror” shall mean “Supplier”, “Subcontractor” shall mean “Supplier’s Subcontractor” under this Purchase Order, and the term “Contract” shall mean this “Purchase Order”. For the avoidance of doubt, the words “Government” and “Contracting Officer” do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or duly authorized representative, such as in FAR 52.227-1 and FAR 52.227- 2 or (2) when title to property is to be transferred directly to the Government. Supplier shall incorporate into each lower tier contract issued in support of this Purchase Order all applicable FAR and DFARS provisions and clauses in accordance with the flow down requirements specified in such clauses. Nothing in this Purchase Order grants Supplier a direct right of action against the Government. If any of the following FAR or DFARS clauses do not apply to this Purchase Order, such clauses are considered to be self-deleting.

Buyer or Buyer Affiliates reserve the right to add or update any FAR or DFAR clause or special contract provision based on customer contract directives

Capitalized words used herein and not otherwise defined shall have the meanings ascribed to them in the Terms and Conditions.

The requirements below are in accordance with the U.S. Government prime contract and are not modified by Buyer for each individual Supplier. Supplier will remain at all times responsible for providing to any government agency, Buyer, or Buyer’s customer, evidence of compliance with the requirements herein or that such requirements are not applicable to the extent satisfactory to the requesting party.

CAUSES INCORPORATED BY REFERENCE:

FAR CLAUSES

Reference	Date	Clause
52.203-6	JUNE 2020	Restrictions On Subcontractor Sales to The Government
52.203-12	JUNE 2020	Price Or Fee Adjustment for Illegal or Improper Activity
52.203-13	JUNE 2020	Limitation On Payments to Influence Certain Federal Transactions
52.203-14	JUNE 2020	Display of Hotline Posters
52.203-15	JUNE 2010	Whistleblower Protections under the American Recovery and Reinvestment Act of 2009
52.203-16	JUNE 2020	Preventing Personal Conflicts of Interest (Applies if this Contract exceeds the simplified acquisition threshold in FAR 2.101 and in which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions.)
52.203-17	JUNE 2020	Contractor Employee Whistleblower Rights and requirement to inform employees of Whistleblower Rights
52.203-19	JAN 2017	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
52.204-2	March 2021	Security Requirements
52.204-9	JAN 2011	Personal Identity Verification of Contractor Personnel
52.204-10	JUNE 2020	Reporting Executive Compensation and First-Tier Subcontract Awards
52.204-21	JUNE 2016	Basic Safeguarding of Covered Contractor Information Systems
52.204-23	JULY 2018	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
52.204-25	AUG 2020	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Including full text of para. (e) and excluding para. (b) (2).
52.209-6	JUNE 2020	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment
52.211-5	AUG 2000	Material Requirements
52.215-2	JUNE 2020	Audit and Records - Negotiation
52.215-10	AUG 2011	Price Reduction for Defective Certified Cost or Pricing Data
52.215-11	JUNE 2020	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications
52.215-12	JUNE 2020	Subcontractor Certified Cost or Pricing Data (Deviation 2018-O0015)
52.215-13	JUNE 2020	Subcontractor Certified Cost or Pricing Data - Modifications
52.215-14	JUNE 2020	Integrity of Unit Prices
52.215-15	OCT 2010	Pension Adjustments and Asset Reversions

Reference	Date	Clause
52.215-16	JUNE 2003	Facilities Capital Cost of Money
52.215-17	OCT 1997	Waiver of Facilities Capital Cost of Money
52.215-18	JULY 2005	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions
52.215-19	OCT 1997	Notification of Ownership Changes
52.215-20	OCT 2010	Requirements for Certified Cost or Pricing Data or information other than cost or pricing data
52.215-21	JUNE 2020	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications
52.215-23	JUNE 2020	Limitations on Pass-Through Charges
52.219-8	OCT 2018	Utilization of Small Business Concerns
52.219-9	JUNE 2020	Small Business Subcontracting Plan (DEV 2018-00018)
52.222-4	MAY 2018	Contract Work Hours and Safety Standards Act – Overtime Compensation
52.222-21	APRIL 2015	Prohibition of Segregated Facilities
52.222-26	SEPT 2016	Equal Opportunity
52.222-35	JUNE 2020	Equal Opportunity for Veterans
52.222-36	JUNE 2020	Affirmative Action for Workers with Disabilities
52.222-37	JUNE 2020	Employment Reports on Veterans
52.222-40	DEC 2010	Notification of Employee Rights Under the National Labor Relations Act
52.222-41	AUG 2018	Service Contract Act of 1965
52.222-44	MAY 2014	Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment
52.222-50	OCT 2020	Combating Trafficking in Persons
52.222-54	OCT 2015	Employment Eligibility Verification
52.222-55	NOV 2020	Minimum Wages under EO 13658
52.222-62	JAN 2017	Paid Sick Leave under EO 13706
52.223-3	JAN 1997	Hazardous Material Identification and Material Safety Data
52.223-7	JAN 1997	Notice of Radioactive Materials
52.223-11	JUNE 2016	Ozone-Depleting Substances
52.223-18	JUNE 2020	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.224-3	JAN 2017	Privacy Training
52.225-1	MAY 2014	Buy American - Supplies
52.225-3	JAN 2021	Buy American – Free Trade Agreements – Israeli Trade Act
52.225-5	OCT 2019	Trade Agreements
52.225-8	OCT 2010	Duty-Free Entry

Reference	Date	Clause
52.225-13	FEB 2021	Restrictions on Certain Foreign Purchases
52.226-6	JUNE 2020	Promoting Excess Food Donation to Nonprofit Organizations
52.227-1 w ALT I	JUNE 2020 ALT I – APRIL 1994	Authorization and Consent
52.227-2	JUNE 2020	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-9	APRIL 1984	Refund of Royalties (Applies when royalty exceeds \$250).
52.227-10	DEC 2007	Filing of Patent Applications--Classified Subject Matter
52.227-11	MAY 2014	Patent Rights - Ownership by The Contractor
52.227-14	MAY 2014	Rights in Data - General
52.227-20	MAY 2014	Rights in Data - SBIR Program
52.228-5	JAN 1997	Insurance - Work on A Government Installation
52.230-2	JUNE 2020	Cost Accounting Standards
52.230-3	JUNE 2020	Disclosure and Consistency of Cost Accounting Practices
52.230-4	JUNE 2020	Disclosure and Consistency of Cost Accounting Practices for Contracts Awarded to Foreign Concerns
52.230-4	JUNE 2020	Disclosure and Consistency of Cost Accounting Practices- Foreign Concerns
52.230-5	JUNE 2020	Cost Accounting Standards – Educational Institutions
52.230-6	JUNE 2010	Administration of Cost Accounting Standards
52.232-16	JUNE 2020	Progress Payments
52.232-17	MAY 2014	Interest
52.232-39	JUNE 2013	Unenforceability of Unauthorized Obligations
52.232-40	DEC 2013	Providing Accelerated Payments to Small Business Subcontractors
52.233-3	AUG 1996	Protest After Award
52.234-1	SEPT 2016	Industrial Resources Developed under Defense Production Act Title III
52.237-2	APRIL 1984	Protection of Government Buildings, Equipment and Vegetation
52.239-1	AUG 1996	Privacy or Security Safeguards
52.242-13	JULY 1995	Bankruptcy
52.242-15	AUG 1989	Stop Work Order
52.243-1	AUG 1987	Changes – Fixed Price
52.243-2 ALT V	APRIL 1984	Changes – Cost Reimbursement
52.243-6	APRIL 1984	Change Order Accounting
52.244-5	Dec 1996	Competition in Subcontracting

Reference	Date	Clause
52.245-1	JAN 2017	Government Property
52.245-9	APRIL 2012	Use and Charges
52.246-2	AUG 1996	Inspection of Supplies – Fixed Price
52.246-4	AUG 1996	Inspection of Services – Fixed Price
52.246-8	MAY 2021	Inspection of Research and Development Cost-Reimbursement
52.246-26	JUNE 2020	Reporting of Non-Conforming Items
52.247-63	JUNE 2003	Preference for U.S. Flag Air Carriers
52.247-64	FEB 2006	Preference for Privately Owned U.S. Flag Commercial Vessels
52.248-1	JUNE 2020	Value Engineering
52.249-2	APRIL 2012	Termination for Convenience of the Government (Fixed- Price)
52.249-3	APRIL 2012	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements)
52.249-4	APRIL 1984	Termination for Convenience of the Government – Services (Short Form)
52.249-5	AUG 2016	Termination for Convenience of the Government (Educational and Other Non-Profit Institutions)
52.249-8	APRIL 1984	Default (Fixed-Price Supply & Service)

DFARS and AFFARS CLAUSES

Reference	Date	Clause
252.203-7001	DEC 2008	Prohibition on Persons Convicted of Fraud or Other Defense- Contract-Related Felonies
252.203-7002	SEP 2013	Requirement to Inform Employees of Whistleblower Rights
252.203-7003	AUG 2019	Agency Office of the Inspector General
252.203-7004	AUG 2019	Display of Hotline Posters
252.204-7004	FEB 2019	Antiterrorism Awareness Training for Contractors
252.204-7009	OCT 2016	Limitations on the Use and Disclosure of Third-party Contractor Reported Cyber Incident Information
252.204-7012	DEC 2019	Safeguarding Covered Defense Information and Cyber Incident Reporting
252.204-7015	MAY 2016	Notice of Authorized Disclosure of Information for Litigation Support
252.204-7018	JAN 2021	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services
252.204-7020	NOV 2020	NIST SP 800-171 DoD Assessment Requirements
252.208-7000	DEC 1991	Intent to Furnish Precious Metals as Government-Furnished Material
252.209-7008	DEC 2010	Notice of Prohibition Relating to Organizational Conflict of Interest-Major Defense Acquisition Program
252.209-7010	AUG 2011	Critical Safety Items
252.211-7003	MARCH 2016	Item Unique Identification and Valuation

Reference	Date	Clause
252.211-7005	NOV 2005	Substitutions for Military or Federal Specifications and Standards
252.211-7006	DEC 2019	Passive Radio Frequency Identification
252.211-7007	AUG 2012	Reporting of Government-Furnished Property
252.211-7008	SEPT 2010	Use of Government Assigned Serial Numbers
252.215-7008	JULY 2019	Only One Offer
252.215-7010	JULY 2019	Requirements for Certified Cost or Pricing Data and Other than Certified Cost or Pricing Data
252.216-7009	SEPT 2013	Allowability of Legal Costs Incurred in Connection with a Whistleblower Proceeding
252.219-7003	DEC 2019	Small Business Subcontracting Plan (DOD Contracts) Basic
252.219-7004 ALT I	MAY 2019	Small Business Subcontracting Plan (Test Program)
252.222-7006	DEC 2010	Restrictions on the Use of Mandatory Arbitration Agreements
252.223-7001	DEC 1991	Hazard Warning Labels
252.223-7002	MAY 1994	Safety Precautions for Ammunition and Explosives
252.223-7003	DEC 1991	Change in Place or Performance – Ammunition and Explosives
252.223-7006	AUG 2015	Prohibition on Storage, Treatment and Disposal of Toxic or Hazardous Materials
252.223-7007	SEPT 1999	Safeguarding Sensitive Conventional Arms, Ammunition and Explosives
252.223-7008	JUNE 2013	Prohibition of Hexavalent Chromium
252.225-7001	DEC 2017	Buy American and Balance of Payments Program
252.225-7006	AUG 2015	Acquisition of the American Flag
252.225-7007	DEC 2018	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies – Applies in lieu of FAR 52.225-1.
252.225-7009	DEC 2019	Restriction on Acquisition of Certain Articles Containing Specialty Metals
252.225-7012	DEC 2017	Preference for Certain Domestic Commodities
252.225-7013	APRIL 2020	Duty-Free Entry
252.225-7015	JUNE 2005	Restriction on Acquisition of Hand or Measuring Tools
252.225-7016	JUNE 2011	Restriction on Acquisition of Ball and Roller Bearings Export-Controlled Items
252.225-7021	SEPT 2019	Trade Agreements
252.225-7033	APRIL 2003	Waiver of United Kingdom Levies
252.225-7043	JUNE 2015	Anti-Terrorism/Force Protection Policy for Defense Contractors Outside the United States
252.225-7048	JUNE 2013	Export Controlled Items
252.225-7052	OCT 2020	Restriction on the Acquisition of Certain Magnets, Tantalum and Tungsten
252.226-7001	APRIL 2019	Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Bus. Concerns
252.227-7013	FEB 2014	Rights in Technical Data – Non-Commercial Items

Reference	Date	Clause
252.227-7014	FEB 2014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7015	FEB 2014	Technical Data - Commercial Items
252.227-7016	JAN 2011	Rights in Bid or Proposal Information
252.227-7019	SEP 2016	Validation of Asserted Restrictions - Computer Software
252.227-7025	MAY 2013	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends
252.227-7026	APRIL 1988	Deferred Delivery of Technical Data or Computer Software
252.227-7027	APRIL 1988	Deferred Ordering of Technical Data or Computer Software
252.227-7028	JUNE 1995	Technical Data or Computer Software Previously Delivered to the Government
252.227-7030	MARCH 2000	Technical Data - Withholding of Payment
252.227-7037	SEP 2016	Validation of Restrictive Markings on Technical Data
252.227-7038	JUNE 2012	Patent Rights – Ownership by the Contractor (Large Business)
252.228-7001	JUNE 2010	Ground and Flight Risk
252.228-7005	NOV 2019	Mishap Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles
252.231-7000	DEC 1991	Supplemental Cost Principles
252.232-7017	April 2020	Accelerating payments to Small Business Subcontractors – Prohibition on Fees and Consideration
252.234-7004 ALT I	NOV 2014	Cost and Software Data Reporting System
252.235-7003	May 2014	Frequency Authorization - Basic
252.243-7001	DEC 1991	Pricing of Contract Modifications
252.243-7002	DEC 2012	Requests for Equitable Adjustment
252.244-7000	OCT 2020	Subcontracts for Commercial Items
252.245-7001	APRIL 2012	Tagging, Labeling, and Marking of Government-Furnished Property
252.246-7003	JUNE 2013	Notification of Potential Safety Issues
252.246-7007	AUG 2016	Contractor Counterfeit Electronic Parts Detection and Avoidance System
252.246-7008	MAY 2018	Sources of Electronic Parts Transportation of Supplies by Sea
252.247-7023	FEB 2019	Transportation of Supplies by Sea - Basic
252.249-7002	JUNE 2020	Notification of Anticipated Contract Termination Reduction – Applies if contract is equal to or exceeds threshold specified in DFARS 249.7003 (c 2, i and ii).
AFFARS 5352.223-9000	OCT 2019	Elimination of Use of Class I Ozone Depleting Substances (ODS)

CLAUSES INCORPORATED BY FULL TEXT:**FAR 52.203-11 - Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Applicable to solicitations and contracts the threshold specified in FAR 3.808 on the date of subcontract award)**

(a) Definitions. As used in this provision:

"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8).

The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. SELLER hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, SELLER shall complete and submit, with its offer, to BUYER a Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. SELLER need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

FAR 52.209-5 - Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

As prescribed in [9.104-7\(a\)](#), insert the following provision:

(1) The Offeror certifies, to the best of its knowledge and belief, that:

(i) The Offeror and/or any of its Principals;

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at [9.104-5\(a\)\(2\)](#) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default

FAR 52.222-22 Previous Contracts and Compliance Reports

SELLER represents that if SELLER has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26): (1) SELLER has filed all required compliance reports and (2) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. Paragraph (a) applies only to the extent (1) SELLER performs work in the United States, or (2) recruits employees in the United States to Work on this Contract.

FAR 52.222-25 Affirmative Action Compliance

SELLER represents: (1) that SELLER has developed and has on file at each establishment, Affirmative Action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (2) that in the event such a program does not presently exist, SELLER will develop and place in operation such a written Affirmative Action Compliance Program within one-hundred twenty (120) days from the award of this Contract. Paragraph (a) applies only to the extent (1) SELLER performs work in the United States, or (2) recruits employees in the United States to Work on this Contract.

COUNTERFEIT WORK

(a) The following definitions apply to this clause:

"Counterfeit Work" means Work that is or contains unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used Work represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

"Suspect Counterfeit Work" means Work for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the Work part is authentic.

(b) SELLER shall not deliver Counterfeit Work or Suspect Counterfeit Work to BUYER under this Contract.

(c) SELLER shall only purchase products to be delivered or incorporated as Work to BUYER directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. SELLER may use another source only if (i) the foregoing sources are unavailable, (ii) SELLER's inspection and other counterfeit risk mitigation processes will be employed to ensure the authenticity of the Work, and (iii) SELLER obtains the advance written approval of BUYER's authorized procurement representative.

(d) SELLER shall maintain counterfeit risk mitigation processes in accordance with industry recognized standards and with any other specific requirements identified in this Contract.

(e) SELLER shall immediately notify BUYER with the pertinent facts if SELLER becomes aware that it has delivered Counterfeit Work or Suspect Counterfeit Work. When requested by BUYER, SELLER shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. SELLER, at its expense, shall provide reasonable cooperation to BUYER in conducting any investigation regarding the delivery of Counterfeit Work or Suspect Counterfeit Work under this Contract.

(f) This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flowdown, or other provision included in this Contract addressing the authenticity of Work.

(g) In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, SELLER shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Contract. Notwithstanding any other provision in this Contract, SELLER shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation BUYER's costs of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies BUYER may have at law, equity or under other provisions of this Contract.

USE OF FREE, LIBRE AND OPEN-SOURCE SOFTWARE (FLOSS)

(a) This clause only applies to Work that includes the delivery of software (including software residing on hardware).

(b) SELLER shall disclose to BUYER in writing any FLOSS that will be used or delivered in connection with this Contract and shall obtain BUYER's prior written consent before using or delivering such FLOSS in connection with this Contract. BUYER may withhold such consent in its sole discretion.

(c) As used herein, "FLOSS License" means the General Public License (GPL), Lesser/Library GPL, (LGPL), the Affero GPL (APL), the Apache license, the Berkeley Software Distribution (BSD) license, the MIT license, the Artistic License (e.g., PERL), the Mozilla Public License (MPL), or variations thereof, including without limitation licenses referred to as "Free Software License", "Open Source License", "Public License", or "GPL Compatible License."

(d) As used herein, "FLOSS" means software that incorporates or embeds software in, or uses software in connection with, as part of, bundled with, or alongside any (1) open source, publicly available, or "free" software, library or documentation, or (2) software that is licensed under a FLOSS License, or (3) software provided under a license that (a) subjects the

delivered software to any FLOSS License, or (b) requires the delivered software to be licensed for the purpose of making derivative works or be redistributable at no charge, or (c) obligates BUYER to sell, loan, distribute, disclose or otherwise make available or accessible to any third party (i) the delivered software, or any portion thereof, in object code and/or source code formats, or (ii) any products incorporating the delivered software, or any portion thereof, in object code and/or source code formats.

(e) SELLER shall defend, indemnify, and hold harmless BUYER as Collins Aerospace, a Raytheon Technologies company, its customers and suppliers from and against any claims, damages, losses, costs, and expenses, including reasonable attorney's fees, relating to use in connection with this Contract or the delivery of FLOSS. No other provision in this Contract, including but not limited to the Indemnity clause, shall be construed to limit the liabilities or remedies of the parties for the use of FLOSS in connection with this Contract or for the delivery of FLOSS under this Contract.

USE OF DELIVERABLE TECHNICAL DATA AND COMPUTER SOFTWARE

(a) This clause applies only to technical data or computer software delivered by SELLER to BUYER under this Contract.

(b) As used in this clause "Nonconforming Marking" means any confidential, proprietary, or other restrictive-use markings that are not expressly permitted by applicable FAR, DFARS, NASA FAR Supplement or other applicable U.S. Government agency acquisition clauses incorporated into this Contract. SELLER shall not deliver technical data or computer software that contains Nonconforming Markings. On behalf of the Government, BUYER may notify SELLER of such a Nonconforming Marking. If SELLER fails to remove or correct such marking within sixty (60) days after such notification, BUYER may, notwithstanding any other provision of this Contract, ignore or, at SELLER's expense, remove or obliterate any such Nonconforming Marking as may be on technical data or computer software delivered by SELLER.