

FA8672-20-C-0005\_ FA8672-21-C-0005\_ FA8672-21-F-6052\_ FA8672-18-F-6002 \_ N00019-21-F-0211\_ N00019-20-C-0030\_ N00019-22-C-0031\_ N00019-20-F-0716\_Programs StormBreaker and Tomahawk\_112823

### U.S. GOVERNMENT CLAUSES

<b>Customer Contract Numbers</b>	PO4202647129	PO4202372132	PO4202745297	PO4202094203	PO4202361205
<b>Prime Contact Numbers</b>	FA8672-20-C-0005 FA8672-21-C-0005 FA8672-21-F-6052	FA8672-20-C-0005 FA8672-21-F-6052 FA8672-18-F-6002	N00019-21-F-0211 N00019-20-C-0030 N00019-22-C-0031	N00019-20-C-0030	N00019-20-F-0716
<b>Program</b>	StormBreaker	StormBreaker	Tomahawk	Tomahawk	Tomahawk

**Date of Creation: 11-28-2023**

***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.

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**CLAUSES INCORPORATED BY REFERENCE:**
**FAR CLAUSES**

<b>Reference</b>	<b>Clause</b>
52.222-19	Child Labor-Cooperation with Authorities and Remedies
52.223-3 Alternate I	Hazardous Material Identification and Material Safety Data
52.223-5 Alternate I	Pollution Prevention and Right-to-Know Information
52.223-6	Drug-Free Workplace
52.232-32	Performance-Based Payments
52.232-39	Unenforceability of Unauthorized Obligations
52.246-2 Alternate I	Inspection of Supplies-Fixed-Price
52.215-14 ALT I	Integrity of Unit Prices

**DFARS CLAUSES**

<b>Reference</b>	<b>Clause</b>
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism
252.223-7004	Drug-Free Work Force
252.225-7017	Photovoltaic Devices
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten
252.227-7014 Alternate I	Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation
252.227-7038 Alternate I	Patent Rights—Ownership by the Contractor (Large Business)
252.227-7039	Patents—Reporting of Subject Inventions
252.234-7004	Cost and Software Data Reporting System
252.235-7003 Alternate I	Frequency Authorization
252.239-7000	Protection Against Compromising Emanations
252.225-7014	Reserved.
252.227-7018	Rights in Other Than Commercial Technical Data and Computer Software—Small Business Innovation Research (SBIR) Program
252.228.7001	Ground and Flight Risk