

N0003924D4004_CLEO Flowdowns_(02-10-2025)**U.S. GOVERNMENT CLAUSES****Prime Contract Number: N0003924D4004****Date of Creation: 02-10-2025**

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 DFARS 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.

CLAUSES INCORPORATED BY REFERENCE:

FAR CLAUSES

Clause	Date	Reference
52.203-5	May 2014	Covenant Against Contingent Fees
52.203-6	Jun 2020	Restrictions on Subcontractor Sales to the Government
52.203-7	Jun 2020	Anti-Kickback Procedures
52.203-12	Jun 2020	Limitation on Payments to Influence Certain Federal Transactions
52.203-13*	Nov 2021	Contractor Code of Business Ethics and Conduct
52.203-19	Jan 2017	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
52.204-2	Mar 2021	Security Requirements
52.204-10	Jun 2020	Reporting Executive Compensation and First-Tier Subcontract Awards
52.204-23	Nov 2021	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
52.204-25	Nov 2021	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
52.204-27	Jun 2023	Prohibition on a ByteDance Covered Application
52.209-6	Nov 2021	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	Jun 2020	Audit and Records-Negotiation
52.215-10	Aug 2011	Price Reduction for Defective Certified Cost or Pricing Data
52.215-11	Oct 2021	Price Reduction for Defective Certified Cost or Pricing Data - Modifications (Deviation 2022-O0001)
52.215-12	Jun 2020	Subcontractor Certified Cost or Pricing Data
52.215-12	Oct 2021	Subcontractor Certified Cost or Pricing Data (Deviation 2022-O0001)
52.215-13	Oct 2021	Subcontractor Certified Cost or Pricing Data--Modifications (Deviation 2022-O0001)
52.215-14	Nov 2021	Integrity of Unit Prices
52.215-15	Oct 2010	Pension Adjustments and Asset Reversions
52.215-18	Jul 2005	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions
52.215-19	Oct 1997	Notification of Ownership Changes
52.215-21	Nov 2021	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications
52.215-21	Oct 1997	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications (Nov 2021) - Alternate III
52.215-23	Jun 2020	Limitations on Pass-Through Charges
52.216-7	Aug 2018	Allowable Cost and Payment
52.216-8	Jun 2011	Fixed Fee
52.216-11	Apr 1984	Cost Contract-No Fee

Clause	Date	Reference
52.219-8	Oct 2022	Utilization of Small Business Concerns
52.219-9	Sep 2023	Small Business Subcontracting Plan
52.222-4	May 2018	Contract Work Hours and Safety Standards - Overtime Compensation
52.222-19	Dec 2022	Child Labor-Cooperation with Authorities and Remedies
52.222-20	Jun 2020	Contracts for Materials, Supplies, Articles, and Equipment
52.222-21	Apr 2015	Prohibition of Segregated Facilities
52.222-26	Sep 2016	Equal Opportunity
52.222-35	Jun 2020	Equal Opportunity for Veterans
52.222-36	Jun 2020	Equal Opportunity for Workers with Disabilities
52.222-37	Jun 2020	Employment Reports on Veterans
52.222-40	Dec 2010	Notification of Employee Rights Under the National Labor Relations Act
52.222-50	Nov 2021	Combating Trafficking in Persons
52.222-54	May 2022	Employment Eligibility Verification
52.223-3	Feb 2021	Hazardous Material Identification and Material Safety Data
52.223-6	May 2001	Drug-Free Workplace
52.223-18	Jun 2020	Encouraging Contractor Policies To Ban Text Messaging While Driving
52.225-13	Feb 2021	Restrictions on Certain Foreign Purchases
52.227-1	Jun 2020	Authorization and Consent
52.227-2	Jun 2020	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-10	Dec 2007	Filing of Patent Applications-Classified Subject Matter
52.230-2	Jun 2020	Cost Accounting Standards
52.230-6	Jun 2010	Administration of Cost Accounting Standards
52.232-16	Nov 2021	Progress Payments
52.232-16	Jun 2020	Progress Payments - Alternate III
52.232-39	Jun 2013	Unenforceability of Unauthorized Obligations
52.232-40	Mar 2023	Providing Accelerated Payments to Small Business Subcontractors
52.243-2	Aug 1987	Changes-Cost-Reimbursement
52.243-2	Apr 1984	Changes-Cost-Reimbursement (Aug 1987) - Alternate II
52.243-6	Apr 1984	Change Order Accounting
52.244-2	Jun 2020	Subcontracts
52.244-5	Dec 1996	Competition in Subcontracting
52.244-6	Feb 2023	Subcontracts for Commercial Products and Commercial Services
52.245-1	Sep 2021	Government Property
52.245-9	Apr 2012	Use and Charges
52.248-1	Jun 2020	Value Engineering
52.249-2	Apr 2012	Termination for Convenience of the Government (Fixed-Price)

DFARS CLAUSES

Clause	Date	Reference
252.203-7000	Sep 2011	Requirements Relating to Compensation of Former DoD Officials
252.203-7002	Dec 2022	Requirement to Inform Employees of Whistleblower Rights
252.203-7004	Jan 2023	Display of Hotline Posters
252.204-7000	Oct 2016	Disclosure of Information
252.204-7004	Jan 2023	Antiterrorism Awareness Training for Contractors
252.204-7012	Jan 2023	Safeguarding Covered Defense Information and Cyber Incident Reporting
252.204-7015	Jan 2023	Notice of Authorized Disclosure of Information for Litigation Support
252.204-7018	Jan 2023	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services
252.204-7020	Jan 2023	NIST SP 800-171 DoD Assessment Requirements
252.209-7004	May 2019	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism
252.209-7009	May 2019	Organizational Conflict of Interest--Major Defense Acquisition Program
252.211-7003	Jan 2023	Item Unique Identification and Valuation
252.215-7014	Jun 2018	Exception from Certified Cost or Pricing Data Requirements for Foreign Military Sales Indirect Offsets
252.219-7003	Dec 2019	Small Business Subcontracting Plan (DoD Contracts)
252.222-7006	Jan 2023	Restrictions on the Use of Mandatory Arbitration Agreements
252.223-7004	Sep 1988	Drug-Free Work Force
252.223-7006	Sep 2014	Prohibition on Storage and Disposal of Toxic and Hazardous Materials
252.223-7008	Jan 2023	Prohibition of Hexavalent Chromium
252.225-7001	Jan 2023	Buy American and Balance of Payments Program
252.225-7004	Oct 2020	Report of Intended Performance Outside the United States and Canada--Submission after Award
252.225-7009	Jan 2023	Restriction on Acquisition of Certain Articles Containing Specialty Metals
252.225-7012	Apr 2022	Preference for Certain Domestic Commodities
252.225-7013	Dec 2022	Duty-Free Entry
252.225-7027	Apr 2003	Restriction on Contingent Fees for Foreign Military Sales
252.225-7043	Jun 2015	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States
252.225-7048	Jun 2013	Export-Controlled Items
252.225-7052	Jan 2023	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten
252.225-7056	Jan 2023	Prohibition Regarding Business Operations with the Maduro Regime
252.225-7060	Jun 2023	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region
252.226-7001	Jan 2023	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns

Clause	Date	Reference
252.227-7013	Mar 2023	Rights in Technical Data—Other Than Commercial Products and Commercial Services
252.227-7014	Mar 2023	Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation
252.227-7015	Mar 2023	Technical Data—Commercial Products and Commercial Services
252.227-7016	Jan 2023	Rights in Bid or Proposal Information
252.227-7019	Jan 2023	Validation of Asserted Restrictions—Computer Software
252.227-7025	Jan 2023	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends
252.227-7027	Apr 1988	Deferred Ordering of Technical Data or Computer Software
252.227-7037	Jan 2023	Validation of Restrictive Markings on Technical Data
252.227-7038	Jun 2012	Patent Rights—Ownership by the Contractor (Large Business)
252.227-7039	Apr 1990	Patents--Reporting of Subject Inventions
252.231-7000	Dec 1991	Supplemental Cost Principles
252.234-7002	Sep 2015	Earned Value Management System (DEVIATION 2015-00017)
252.234-7004	Jan 2008	Cost and Software Data Reporting System (Nov 2014)
252.239-7001	Dec 1991	Information Assurance Contractor Training and Certification
252.239-7016	Dec 2022	Telecommunications Security Equipment, Devices, Techniques, and Services
252.239-7018	Dec 2022	Supply Chain Risk
252.244-7000	Jan 2023	Subcontracts for Commercial Products or Commercial Services
252.246-7001	Mar 2014	Warranty of Data
252.246-7003	Jan 2023	Notification of Potential Safety Issues
252.246-7007	Jan 2023	Contractor Counterfeit Electronic Part Detection and Avoidance System
252.246-7008	Jan 2023	Sources of Electronic Parts
252.247-7023	Jan 2023	Transportation of Supplies by Sea—Basic
252.249-7002	Dec 2022	Notification of Anticipated Contract Termination or Reduction

CLAUSES INCORPORATED IN FULL TEXT:

252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003)

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to—

(1) A bona fide employee of the Contractor; or

(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of Canada, Germany, New Zealand, Norway, Republic of Korea, and United Kingdom, contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

H-6

LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (DEC 2018)

(a) Definition.

“Confidential Business Information,” (Information) as used in this clause, is defined as all forms and types of financial, business, economic or other types of information other than technical data or computer software/computer software documentation, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such Information secret, and (2) the Information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Information does not include technical data, as that term is defined in DFARS 252.227-013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). Similarly, Information does not include computer software/computer software documentation, as those terms are defined in DFARS 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Naval Information Warfare Systems Command (NAVWAR) may release to individuals employed by NAVWAR support contractors and their subcontractors information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Information that would ordinarily be entitled to confidential treatment may be included in the Information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its Information, but only for purposes as described in paragraph (c) of this clause.

(c) Circumstances where NAVWAR may release the contractor’s or subcontractors’ Information include the following:

(1) To other NAVWAR contractors and subcontractors, and their employees tasked with assisting NAVWAR in handling and processing Information and documents in the administration of NAVWAR contracts, such as file room management and contract closeout; and,

(2) To NAVWAR contractors and subcontractors, and their employees tasked with assisting NAVWAR in accounting support services, including access to cost-reimbursement vouchers.

(d) NAVWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such Information. NAVWAR will permit the limited release of Information under paragraphs (c)(1) and (c)(2) only under the following conditions:

(1) NAVWAR determines that access is required by other NAVWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1) and (c)(2);

(2) Access to Information is restricted to individuals with a bona fide need to possess;

(3) Contractors and their subcontractors having access to Information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the Information that would be provided by NAVWAR employees. Such contract terms or separate corporate non-disclosure agreement shall require the contractors and subcontractors to train their employees on how to properly handle the Information to which they will have access, and to have their employees sign company non-disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non-disclosure agreements shall be provided to the Government;

(4) NAVWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2) have agreed under their contract or a separate non-disclosure agreement to not use the Information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2); and,

(5) Before releasing the Information to a non-Government person to perform the tasks described in paragraphs (c)(1) and (c)(2), NAVWAR shall provide the contractor a list of the company names to which access is being granted, along with a Point of Contact for those entities.

(e) NAVWAR's responsibilities under the Freedom of Information Act are not affected by this clause.

(f) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of Information.