

**ATTACHMENT A  
TO GENERAL TERMS AND CONDITIONS OF PURCHASE, FORM 99FP  
SPECIAL U.S. GOVERNMENT CLAUSES**

The following Federal Acquisition Regulations (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) clauses, are incorporated in this Order by reference as if the text were fully written. Unless otherwise specified below, the date of these clauses are those in effect as of the date of this Order. In such clauses, unless otherwise specifically stated, the term "Contractor" means Seller except in the term "prime contractor," "subcontractor" means Seller's subcontractor, "Contract" means this Order, except in the term "prime contract" and both "Contracting Officer" and "Government" mean Buyer except in the terms "Government Property" and "Government-Furnished Property," or as otherwise indicated. The full text of the clauses can be located at the website <http://farsite.hill.af.mil> for FAR or DFARS clauses. The Contracts Disputes Act shall have no application to the Order. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Order.

This Order may contain DPAS rated quantities (DO/DX) and unrated quantities (NA) as listed or identified in the priority section of the Order. Rated quantities are certified for national defense use, and you are required to follow all the provisions of the Defense Priorities and Allocations Systems (DPAS) regulation (15 CFR Part 700). The rated quantities are to be those first delivered followed by any unrated quantities. Seller shall accept or reject a rated order in writing (hard copy) or in electronic format within ten (10) working days after receipt of a "DX" rated order or fifteen (15) working days after receipt of a "DO" rated order.

**CANCELLATION/TERMINATION:** The following clause replaces the Termination clause of General Terms and Conditions of Purchase, Form 99FP.

TERMINATION: (a) Buyer may terminate this Order, in whole or in part in accordance with the terms of the "Default (Fixed Price Supply and Service)" clause set forth in FAR 52.249-8 if Seller fails to comply with any of the terms of this Order or if Seller becomes insolvent or makes an assignment for the benefit of creditors. (b) Without affecting its right to terminate this Order pursuant to subsection (a), Buyer may, for its convenience, terminate this Order in whole or, from time to time, in part, in accordance with the applicable Termination for Convenience of the Government (Fixed-Price) clause set forth in FAR 52.249-1 or FAR 52.249-2. (In paragraph (e) of FAR 52.249-2, "1 year" is changed to "6 months.")

**DIRECTORATE OF DEFENSE TRADE CONTROL (DDTC) REGISTRATION** All manufacturers, exporters, and brokers of defense articles, defense services, or related technical data, as defined on the United States Munitions List (Part 121 of the ITAR), are required to register with DDTC as authorized by 22 USC 2778 (b) (1) (A) (i) and (ii) and 22 CFR Part 122, 129.3, and 129.4.

**PRICE REDUCTION**

(1) As pertains to this Order, and to the extent caused by Seller, if: (i) Buyer's contract price or fee is reduced; (ii) Buyer's costs are determined to be unallowable; (iii) any fines, penalties, withholdings, or interest are assessed on Buyer; or if Buyer incurs any other costs or damages as a result of any violation of applicable laws, orders, rules, regulations, or ordinances by Seller, its officers, employees, agents, suppliers, or subcontractors at any tier, Buyer may proceed in accordance with subsection (3) below.

(2) Where submission of cost or pricing data is required prior to or during performance of this Order, if Seller or its lower-tier subcontractors: (i) certify cost or pricing data that are defective; (ii) claim an exception to a requirement to submit cost or pricing data and such exception is invalid and, as a result, (a) Buyer's contract price or fee is reduced; (b) Buyer's costs are determined to be unallowable; (c) any fines, penalties, withholdings, or interest are assessed on Buyer; or (d) Buyer incurs any other costs or damages, Buyer may proceed in accordance with subsection (3) below.

(3) Upon the occurrence of any of the circumstances identified in subsection (1) or (2) above, Buyer may make a reduction of corresponding amounts (in whole or in part) in the price of this Order, or may demand payment (in whole or in part) of the corresponding amounts. Seller shall promptly pay amounts so demanded.

**AMENDMENTS REQUIRED BY CUSTOMER OR PRIME CONTRACT**

Seller agrees that, upon the request of Buyer, it will negotiate in good faith with Buyer for amendments to this Order to incorporate additional terms or to change terms, as Buyer may reasonably deem necessary in order to comply with the applicable Buyer customer contract or prime contract or with amendments to such customer or prime contract. If such amendment to this Order causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Order, an equitable adjustment may be made pursuant to the "Changes" clause of this Order.

Seller shall incorporate the applicable U.S. Government Contract Clauses in each lower-tier subcontract placed in support of this Order.

**FAR CONTRACT CLAUSES**

**FAR CLAUSES APPLICABLE TO THIS ORDER IRRESPECTIVE OF THE AMOUNT OF THE ORDER (Except as noted)**

52.202-1	DEFINITIONS
52.204-2	SECURITY REQUIREMENTS (Applies if access to classified information is required. "Government" and "Contracting Officer" are not changed.)
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES
52.211-5	MATERIAL REQUIREMENTS (In paragraph (c) "Government" means "Government.")
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (Applies to rated orders certified for national defense use.)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-21	PROHIBITION OF SEGREGATED FACILITIES ("Contractor" means "Seller")
52.222-26	EQUAL OPPORTUNITY (Do not change "Contracting Officer" and "Government.")
52.222-50	COMBATING TRAFFICKING IN PERSONS
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION

52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA ("Government" means "Government and Buyer" in paragraphs (f) and (h). In paragraph (h)(3), "The Government is not" is changed to "Neither the Government nor Buyer is.")
52.223-7	NOTICE OF RADIOACTIVE MATERIALS (In paragraph (a) insert "thirty (30)" before "days.")
52.223-16	ACQUISITION OF EPEAT®-REGISTERED PERSONAL COMPUTE RPRODUCTS (Applies when delivering or furnishing personal computer products.)
52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.234-1	INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	GOVERNMENT PROPERTY (Applies when Government property is to be provided or the subcontractor is to acquire property to which the Government will take title under terms of the prime contract). Alternate I applies in subcontracts other than those identified in FAR 45.104(a). "Government" means "Government" throughout and "Contracting Officer" means "Contracting Officer" throughout.)
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. – FLAG COMMERCIAL VESSELS

**FAR CLAUSES APPLICABLE IF THIS ORDER EXCEEDS \$15,000 (Except as noted)**

52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES AND EQUIPMENT EXCEEDING \$15,000
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES

**FAR CLAUSES APPLICABLE IF THIS ORDER EXCEEDS \$150,000 (Except as noted)**

52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (In paragraph (d)(1), "Contractor shall complete and submit" is changed to "Seller shall complete and submit" and "to the Buyer" is added after "OMB Standard Form LLL". In paragraph (d)(2), "Contractor shall...submit to the Contracting Officer" is changed to "Seller shall...submit to the Buyer." (This clause also applies to all suppliers used in the performance of this agreement or order.)
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION
52.222-35	EQUAL OPPORTUNITY FOR VETERANS
52.222-37	EMPLOYMENT REPORTS ON VETERANS

**FAR CLAUSES APPLICABLE IF THIS ORDER EXCEEDS \$250,000 (Except as noted)**

52.203-3	GRATUITIES
52.203-6	RESTRICTION ON SUBCONTRACTOR SALES TO THE GOVERNMENT ("Government" means "Government.") Use Alt. 1 for commercial items.
52.203-7	ANTI-KICKBACK PROCEDURES (The following is added to paragraph (c)(2); "Seller shall notify Buyer when such action has been taken." In paragraph (c)(4)(i) "which in turn may be offset by Buyer under this order" is added after "the prime contract.")
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.215-2	AUDIT AND RECORDS – NEGOTIATION ("Government" means "Government or Buyer" except in paragraph (g) and "Contracting Officer" means "Contracting Officer and Buyer" except in paragraph (g).)
52.215-14	INTEGRITY OF UNIT PRICES
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
52.228-5	INSURANCE – WORK ON GOVERNMENT INSTALLATION ("Government" means "Government" throughout.)
52.248-1	VALUE ENGINEERING

**FAR CLAUSES APPLICABLE IF THIS ORDER EXCEEDS \$700,000 (Except as noted)**

52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (Applies if Seller is a large business.)
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**FAR CLAUSES APPLICABLE IF THIS ORDER EXCEEDS \$5,000,000 AND 120 DAYS (Except as noted)**

52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.203-14	DISPLAY OF HOTLINE POSTER(S) (Unless the contract is for the acquisition of a commercial item or will be performed entirely outside the United States)

**DFARS CONTRACT CLAUSES**

**DFARS CLAUSES APPLICABLE TO THIS ORDER IRRESPECTIVE OF THE AMOUNT OF THE ORDER (Except as noted)**

252.204-7000	DISCLOSURE OF INFORMATION
252.208-7000	INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL
252.222-7000	RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (Applicable if services are to be performed in Alaska or Hawaii.)
252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (Applies when subcontract involves ammunition or explosives. "Government" means "Government or Buyer" in paragraph (c)(3), (c)(4), (c)(5), (e)(1), (e)(1)(ii), (f)(1), (f)(2), (g)(1)(i), and (g)(3). "Contracting Officer" means "Contracting Officer and Buyer" in paragraphs (d)(1), (d)(3), and (g)(4). "Contracting Officer" means "Contracting Officer or Buyer" in paragraphs (c)(1), (c)(2), (c)(3), (c)(4), (c)(5), and (d)(2). "DOD" means "DOD and Buyer" in paragraphs (g)(1)(ii) and (g)(3).)
252.223-7003	CHANGE IN PLACE OF PERFORMANCE – AMMUNITION AND EXPLOSIVES (Applies when explosives are involved in the material process. "Government" means "Government or Buyer.")
252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM
252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS
252.225-7013	DUTY FREE ENTRY
252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Applies when an item contains a ball or roller bearing.)

252.228-7001 GROUND AND FLIGHT RISK  
252.228-7005 ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (Subcontractor will cooperate and provide assistance in accident investigations.)  
252.235-7003 FREQUENCY AUTHORIZATION (Applies if a radio frequency authorization is required.)  
252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (Applies if order requires securing telecommunications.)  
252.243-7001 PRICING OF CONTRACT MODIFICATIONS (Applies to fixed price type contracts)  
252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)  
252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES

**DFARS CLAUSE APPLICABLE IF THIS ORDER EXCEEDS \$150,000 (Except as noted)**

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES ("Contractor" and "contract" are not changed in paragraphs (a) and (b). In paragraph (e), "Government" means "Government or Buyer." In paragraph (f), "through the Buyer" is inserted after "Contracting Officer." Paragraph (g) is deleted and "Contracting Officer" means "Contracting Officer.")  
252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA  
252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA  
252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATIONS OR REDUCTIONS

**DFARS CLAUSE APPLICABLE IF THIS ORDER EXCEEDS \$250,000 (Except as noted)**

252.223-7004 DRUG-FREE WORK FORCE  
252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES  
252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS (Applies when hand or measuring tools will be delivered.)

**DFARS CLAUSE APPLICABLE IF THIS ORDER EXCEEDS \$500,000 (Except as noted)**

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS

**DFARS CLAUSES APPLICABLE IF THIS ORDER EXCEEDS \$700,000 (Except as noted)**

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (Applies if Seller is a large business; "contract" is not changed in paragraph (f).)  
252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-SUBMISSION WITH OFFER  
252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-SUBMISSION AFTER AWARD

**DFARS CLAUSE APPLICABLE IF THIS ORDER EXCEEDS \$1,000,000 AND USES FUNDS APPROPRIATED BY THE FISCAL YEAR 2010 DEFENSE APPROPRIATIONS ACT (Except as Noted)**

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS

**DFARS CLAUSE APPLICABLE IF THIS ORDER EXCEEDS \$1,500,000 (Except as noted)**

252.211-7000 ACQUISITION STREAMLINING

**DFARS CLAUSE APPLICABLE IF THIS ORDER EXCEEDS \$20,000,000 (Except as noted)**

252.234-7002 EARNED VALUE MANAGEMENT SYSTEM