

This flowdown document is updated 7-31-2021 to reflect an additional Purchase Order to be used with this prime contract # 10251557, and to correct the DPAS rating to DO-A7.

This Flowdown document of terms and conditions are taken from the customer documents identified above. This document will replace in its entirety “RTX Flowdown of U.S. Government Provisions and Clauses under U.S. Government Contracts.”

1. General

- 1.1. If an Order is placed at any tier under a Prime Contract awarded by the U.S. Government, additional U.S. Government provisions (“U.S. Government Contract Clauses”) shall apply. Where the context permits, the term Order includes SOW. In the event of a conflict between a provision in this document and an Order, this document shall control to the extent permitted by law. Terms not defined herein shall have the meaning ascribed to them in the Order.
- 1.2. While Buyer has made every effort to include every potentially applicable U.S. Government Contract Clause in this document, U.S. Government Contract Clauses, the inclusion of which in a subcontract is mandatory under a statute or regulation, shall be considered to be included by operation of law, even if it has been omitted from the Order.
- 1.3. Supplier shall incorporate the applicable U.S. Government Contract Clauses in each lower-tier subcontract placed in support of the Order.
- 1.4. Supplier shall indemnify and hold Buyer harmless from and against any cost, price reduction, withholding, offset, penalty, interest, claim, demand, determination of unallowability or unallocability, or any other civil, criminal, or administrative liability, whether arising under statute, regulation, contract or common law, and shall reimburse Buyer for all of its damages and associated costs, including reasonable attorney fees and other expenses, if said liability is attributable to the Supplier or Supplier’s subcontractors’ failure to comply with the applicable U.S. Government Contract Clauses.
- 1.5. Notwithstanding any other provisions in this document, Supplier shall comply with, and shall support Buyer’s compliance with, any applicable U.S. Government procurement regulations and policies, including (but not limited to) those concerning furnishing and certifying the currency, accuracy, and completeness of cost and pricing data for the Goods/Services. Supplier agrees to furnish cost and pricing data certified as to currency, accuracy and completeness every three (3) years, or as frequently as required by Buyer’s Customer. To the extent the prices under the Schedules of Goods and Pricing between Buyer and Supplier and/or Order for the Goods/Services are at any time not supported by Supplier’s cost or pricing data, Supplier agrees to negotiate fair and reasonable prices for the Goods/Services and to incorporate such prices in the Order. In no event shall any renegotiated unit price for any of the Goods/Services exceed the unit price incorporated herein for such Goods/Services.

2. Price Reduction for Defective Cost or Pricing Data

The following provisions shall apply to all Orders for which Supplier is required to submit cost or pricing data pursuant to the Truthful Cost or Pricing Data Act (“the Act”). A “determination” by Buyer’s Customer means a final decision of a Government Contracting Officer or the withholding of money, reduction in any cost, price or fee from Buyer by a customer based on an alleged failure of Supplier or its subcontractors to comply with the Act.

- 2.1. Supplier shall reimburse Buyer for any loss or damage in the event that Buyer’s Customer makes

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a determination pursuant to the clause(s) in, or required to be in, Buyer's Prime Contract related to the Act or its implementing regulations because: (i) Supplier or a subcontractor of Supplier failed to furnish cost or pricing data, including any requested data, that is required under the Act or its

implementing regulations; or (ii) Supplier or subcontractor of Supplier furnished cost or pricing data that was not complete, accurate and current as certified, or as required to be certified, in the Supplier's or its subcontractor's certificate of current cost or pricing data.

- 2.2. The sums paid or payable to Supplier under the Order may be reduced or setoff in the amount by which the sums received or receivable by Buyer from Buyer's Customer (including, but not limited to, the allocable share of Buyer's indirect costs and profit or fee) are reduced based upon such determination.
- 2.3. If an appealable decision is made by a Contracting Officer of the U.S. Government relating to cost or pricing data required to be submitted, or actually submitted, by Supplier or a subcontractor of Supplier, such decision shall be conclusive upon Supplier, unless Buyer, in its sole discretion, gives Supplier the opportunity to appeal such decision in the name of Buyer. Any such appeal brought by Supplier in the name of Buyer shall be at the sole expense and responsibility of Supplier. If Supplier is given the opportunity to so appeal and elects to do so, Supplier shall, upon Buyer's written request, provide to Buyer advance copies of papers to be filed in such appeal and such other information, consultation and opportunity to participate in the appeal as Buyer may reasonably request. Supplier shall be conclusively bound by any decision of any such Board of Contract Appeals or Federal Court.

3. Inspection of Books and Records

- 3.1. Supplier agrees that its books, records and facilities, or such parts of its facilities as may be engaged in the performance of the Order, shall at all reasonable times be subject to inspection and audit by Buyer or any authorized representatives of the U.S. Government.
- 3.2. Supplier hereby grants to Buyer the right to examine its books, records and data which will permit the adequate evaluation of cost and pricing data used to arrive at the price quoted in the Order (including without limitation claims/proposals submitted pursuant to the Sections of the Terms and Conditions of the Order entitled "Changes" and "Termination for Convenience").
- 3.3. Supplier hereby grants to Buyer the right to conduct audits of Supplier's premises, records, data and documentation pertaining to: quality, inspection and testing of Goods; security and data protection procedures; ethical practices; and, any other requirement or obligation, under the Order.

4. Orders Involving Government Property

- 4.1. Title to facilities, special test equipment and special tooling acquired, fabricated or procured by Supplier for Buyer under the Order shall pass to and vest in the Government or Buyer (depending on the line item under which it is acquired) when its use in performing the Order commences or when Buyer has paid for it, whichever is earlier, whether or not title previously vested in the Government or Buyer. The Government shall retain title to government-furnished property.
- 4.2. If the Order contains a provision directing Supplier to purchase material from a vendor for which Buyer will reimburse Supplier as a direct item of cost under the Order, title to material purchased from the vendor shall pass to and vest in the Government or Buyer upon the vendor's delivery of such material to Supplier, and title to all other material shall pass to and vest in the Government or Buyer upon: (i) issuance of the material for use in Order performance; (ii) commencement of processing of the material or its use in Order performance; or (iii) reimbursement of the cost of the material by Buyer, whichever occurs first.

- 4.3. Supplier shall establish and maintain a system acceptable to the Buyer and the Government and in compliance with FAR Part 45, FAR 52.245-1 and DFARS Part 245 to control, protect, preserve, repair and maintain Government Property. Government Property shall be used only for performing the Order, unless otherwise provided in the Order or approved by the Government.

5. Supplier Changes to Specifications/U.S. Government Inspection

Goods manufactured to Supplier's Specifications require prior Buyer's written approval for any variations. Goods manufactured to Buyer or Buyer's customer furnished Specifications require prior Buyer's written approval for any variations to Specifications. When U.S. Government Inspection at Supplier's facility appears in the inspection block of the Order, the following paragraph applies: U.S. Government inspection is required prior to shipment from Supplier's facility. Upon receipt of the Order, Supplier shall promptly notify and furnish a copy of the Order to the U.S. Government representative normally servicing Supplier's facility so that the U.S. Government inspection can be appropriately planned. If a U.S. Government representative does not service Supplier's facility, Supplier shall contact the nearest Defense Contract Management Agency ("DCMA") office to plan the inspection. If Supplier cannot locate the DCMA office, Supplier shall notify Buyer immediately.

6. Intellectual Property Under U.S. Government Contracts

6.1. Definitions.

- 6.1.1. "Computer Software" means computer software as defined in DFARS 252.227-7013(a) (3), or for Prime Contracts with NASA or the DoE, as defined in FAR 52.227-14(a) or such other relevant Government Acquisition Regulation clause as may be incorporated in any Order.
- 6.1.2. "DoE" means the Department of Energy.
- 6.1.3. "Government Acquisition Regulations" means the FAR, DFARS, NASA FAR Supplement and DoE Acquisition Regulation (DEAR) regulations that are incorporated into the Prime Contract and, by incorporation, the Order.
- 6.1.4. "Intellectual Property" as used in this Section, means the definition set forth in the Order, as well as Subject Invention, Technical Data, and Computer Software.
- 6.1.5. "Invention" means the invention as defined in DFARS 252.227-7038(a), or for Prime Contracts with NASA or the Department of Energy, as defined in FAR 52.227-11(a).
- 6.1.6. "NASA" means the National Aeronautics and Space Administration.
- 6.1.7. "Practice" means to make, use, sell, offer for sale, import and export Goods that embody the Subject Invention.
- 6.1.8. "Subject Invention" means subject invention as defined in DFARS 252.227-7038(a), or for Prime Contracts with NASA or the DoE, as defined in FAR 52.227-11(a).

- 6.1.9. “Technical Data” means technical data as defined in DFARS 252.227-7013(a) (14), or for Prime Contracts with NASA or the DoE, as defined in FAR 52.227-14(a), or such other relevant Government Acquisition Regulation clause as may be incorporated in the Order.
- 6.1.10. “Unlimited Rights” means unlimited rights as defined in DFARS 252.227-7013(a)(15), -7014(a)(15) and -7018(a)(20), or for Prime Contracts with NASA or the DoE, as defined in FAR 52.227-14(a), or such other relevant Government Acquisition Regulation clause as may be incorporated in the Order.
- 6.1.11. “Use” means the right to use, modify, reproduce, perform, display, release, disclose, compile, integrate, embed and make derivative works of any Technical Data and Computer Software.
- 6.2. Technical Data and Computer Software Ownership and License Rights.
- 6.2.1. Supplier acknowledges and agrees that the rights in Technical Data and Computer Software to be granted to the Government will be determined in accordance with the regulations set forth in FAR Part 27 and DFARS Part 227 based upon the specific Technical Data, Computer Software and Goods to be performed under the Order and the assertions of restrictions on use, release or disclosure of Supplier’s Intellectual Property that are provided to Buyer for delivery to the U.S. Government. Supplier grants licenses to the Government as required to be granted in DFARS 252.227-7013, 7014, 7015, 7016 and 7018, or for Prime Contracts with NASA or the DoE in FAR 52.227-14, for Technical Data and Computer Software acquired, created or delivered to Buyer in the performance of the Order.
- 6.2.2. For Technical Data and Computer Software in which the Government has Unlimited Rights, Supplier hereby grants to Buyer an irrevocable, non-exclusive, paid-up, worldwide license, with the right to grant sublicenses, to Use, including the right to make or have made, such Supplier’s Technical Data and Computer Software for any purpose whatsoever, and to have or authorize others to do so.
- 6.2.3. Except as provided above, Supplier hereby grants to Buyer an irrevocable, nonexclusive, paid-up, worldwide, license to sell and Use Supplier’s Technical Data and Computer Software acquired, created or delivered in the performance of the Order (i) to fulfill Buyer’s obligations under the Prime Contract; (ii) to disclose to third parties for obtaining government approvals, including airworthiness; and (iii) to satisfy other contract requirements for the same or similar Goods.
- 6.2.4. Supplier shall deliver to Buyer all Technical Data and Computer Software needed to fulfill Supplier’s obligations in the performance of the Order by the Delivery Date. At Buyer’s request, Supplier shall deliver to Buyer all Technical Data and Computer Software acquired or created by Supplier in the performance of the Order, whether or not delivery was required and without additional cost to Buyer.
- 6.3. Patent Ownership and License Rights
- 6.3.1. For any Subject Invention, Supplier hereby grants the U.S. Government a nonexclusive, nontransferable, irrevocable, paid-up, worldwide license to Practice or have Practiced the Subject Invention for or on behalf of the U.S. Government. For NASA and DoE Prime

Contracts, if required by such Prime Contract, Supplier agrees to assign the Subject Invention to the Government.

- 6.3.2. For any Subject Invention in which the Supplier retains ownership, Supplier hereby grants Buyer a non-exclusive, nontransferable, irrevocable, paid-up, worldwide license to Practice and have Practiced the Subject Invention to the extent necessary to fulfill Buyer's obligations under the Prime Contract, as well as for any other purpose.
- 6.3.3. Supplier acknowledges the Government invention reporting requirements under the applicable Government Acquisition Regulations and hereby agrees to report all Subject Inventions directly to the Government in accordance with these Sections. Supplier shall submit to Buyer a copy of the Government invention reporting letter, without including detailed invention disclosure information.

6.4. General Intellectual Property

- 6.4.1. Supplier represents and warrants that Supplier has sufficient rights in all Intellectual Property that Supplier uses or transfers to Buyer in connection with the Order to allow Supplier to lawfully comply with the Order. If, in the performance of the Order, Supplier incorporates third party Intellectual Property into the Goods, Supplier shall obtain for the Government and the Buyer license rights equivalent to those granted by Supplier herein.
- 6.4.2. Except as expressly authorized herein, nothing in the Order shall be construed as Buyer granting Supplier a license in or any right to use any of Buyer's Intellectual Property other than in the performance of work under the Order.
- 6.4.3. If the Supplier does not receive Government funding to acquire or create Intellectual Property under the Order, the Section of the Terms and Conditions of the Order entitled "Intellectual Property Rights" shall apply to rights in such Intellectual Property in lieu of this Section.

6.5. Data Assertions and Markings

- 6.5.1. Supplier shall properly identify and assert the Supplier's rights in Technical Data and Computer Software delivered to the Government with other than Unlimited Rights in conformance with the applicable Government Acquisition Regulations. For assertions made subsequent to the effective date of the Order, the Supplier shall describe why the assertion is an inadvertent omission or new information before the Buyer will submit such assertions to the Government. Supplier shall properly mark all Technical Data and Computer Software that Supplier delivers to the Buyer in connection with the Order. Supplier represents and warrants that it has written procedures and maintains records sufficient to justify the validity of all restrictive markings.
- 6.5.2. If the Supplier's assertions do not comply with the applicable Government Acquisition Regulations, the Government rejects the Supplier's assertions, or the Supplier does not correctly mark Technical Data or Computer Software, the Buyer assumes no responsibility or liability for any loss of rights by the Supplier. Supplier is responsible for ensuring that markings and assertions are consistent. If the markings and the assertions are inconsistent, Buyer may submit such inconsistently marked Technical Data or Computer Software to the Government and the Supplier assumes the risk of loss of rights. In the event the Government rejects the Supplier assertions, Supplier agrees to work diligently

with the Buyer to immediately correct such rejections such that there is no negative impact to Buyer's delivery obligations under the Prime Contract.

6.6. Patent Indemnification

6.6.1. To the extent that the Prime Contract includes the Authorization and Consent provision under FAR 52.227-1, the Government shall authorize and consent to the Supplier's use and manufacture of any invention described in a United States patent in accordance with the Prime Contract. If the Government has assumed liability for U.S. patent infringement under the Prime Contract, Supplier is relieved of its obligations for such U.S. patent infringement under the Section of the Terms and Conditions of the Order entitled "Intellectual Property Indemnification", but only to the extent such liability is indemnified by the Government.

6.6.2. If the Prime Contract includes the Patent Indemnification provision under FAR 52.227-3, and if the Buyer's liability to the Government is for the infringement of a United States patent related to the Goods, the Supplier shall indemnify the Buyer under the same provision provided for in FAR 52.227-3 which is incorporated herein by reference, except that the terms "Contractor", "Government", "contract" and "Contracting Officer" shall be replaced by "Supplier", "Buyer", "Order" and "Buyer" respectively.

7. U.S. Government Contract Clauses Incorporated by Reference in the Order Issued

7.1. For covered Orders:

This contractor (Buyer) and subcontractor (Supplier) shall abide by the requirements of 41 CFR §§ 60-1.4(a), -1.4(b), -300.5(a), and -741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status. These regulations also prohibit covered prime contractors and subcontractors from discharging or in any other manner discriminating against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant, except as otherwise set forth in CFR § 601.4(a)(3).

This contractor and subcontractor shall abide by the employee notice requirements set forth in 29 C.F.R. Part 471, Appendix A to Subpart A.

7.2. The clauses listed below are incorporated by reference in the Order, with the same force and effect as if they were given full text and notwithstanding the requirements of FAR 52.102. If there is a conflict with or addition to a clause in effect on the Order date and a clause of the Prime Contract, the Prime Contract clause shall govern. The full text of these clauses can be accessed on the Internet at <https://www.acquisition.gov/content/regulations>.

7.3. The clauses listed below may require the submission of certifications and representations. When requested by Buyer, Supplier shall furnish any certification or representation that Buyer determines is necessary for compliance with such requirements.

- 7.4. Whenever necessary to make the context of the clauses applicable to the Order, the term “Contractor” shall mean Supplier, the term “Contract” shall mean the Order, and the term “Government”, “Contracting Officer” and equivalent phrases shall mean Buyer, except the terms “Government” and “Contracting Officer” do not change: (a) in the phrases, “Government Property”, “Government-Furnished Property”, and “Government-Owned Property”, (b) in the patent clauses incorporated herein, (c) when a right, act, authorization or obligation can be granted or performed only by the Government or the Contracting Officer or a duly authorized representative, (d) when title to property is to be transferred directly to the Government, (e) when access to proprietary financial information or other proprietary data is required except as specifically otherwise provided herein, and (f) where specifically modified herein. All references to the Section of the Terms and Conditions of the Order entitled “Disputes” and all references to the “Disputes Clause” in any clauses referenced herein are deleted.
- 7.5. The term “FAR” means the Federal Acquisition Regulation and the term “DFARS” means the Department of Defense Federal Acquisition Regulation Supplement. The term “NASA” shall mean the U.S. National Aeronautics and Space Administration.
- 7.6. Clauses listed below under the heading, “Commercial Item Acquisitions,” are applicable when the Supplier is furnishing Goods or Services that qualify as a “commercial item” under FAR 2.101. Upon request, Supplier shall provide relevant documentation to support Supplier’s assertion that its Goods or Services satisfy the definition of “commercial items” under FAR 2.101. Further, Suppliers of commercial items agree to all additional clauses in Buyer’s higher-tier contract necessary for Buyer to satisfy its contractual obligations as they relate to the Order.
- 7.7. Program Specific Documents incorporated into the Order issued by the Buyer or Buyer Affiliate shall apply.
- 7.8. “U.S. Government Property in Possession of Supplier” Attachment PT001 shall apply when Supplier performance includes Government Property. These provisions are made available at the RTX Supplier Site.
- 7.9. “Addendum to Software Licenses” IP-006 shall apply when the Order is for the acquisition and use of software whether procured separately or as part of any computer, equipment, or system. These provisions are made available at the RTX Supplier Site.
- 7.10. By accepting an Order issued, Supplier hereby certifies that its last “Annual Offeror Registration Data, Representations and Certifications” CR-003 submitted to Buyer is current, accurate and complete as of the date of the Order.
- 7.11. If a DPAS Rating is incorporated into the Order issued, then it is a “DPAS RATED” Order certified for National Defense Use, and Supplier is required to follow all the provisions of the Defense Priorities and Allocations System Regulation (15 CFR 700 Et Seq.). All DPAS RATED Orders must be accepted or rejected as follows: (A) “DO” RATED Orders must be accepted or rejected in writing (hardcopy), or in electronic format, within 15 working days after Order receipt by Supplier. (B) “DX” RATED Orders must be accepted or rejected in writing (hardcopy), or in electronic format, within 10 working days after Order receipt by Supplier. (C) Rejection of “DO” or “DX” Orders must be in writing (hardcopy), or in electronic format, giving the specific reason for the rejection. (D) If, after acceptance of the Order, Supplier subsequently finds that shipment or performance will be delayed, Supplier must notify Buyer immediately in writing (hardcopy), or in electronic format, give reasons for the delay, and advise of a new shipment or performance date. If both DPAS RATED and Unrated Order quantities are rejected in the Order, Supplier is only required to follow the DPAS Regulation as it pertains to the DPAS RATED quantities.

- 7.12. If Supplier is proposing under the Small Business Administration Section 8(D) Subcontracting Program, by accepting the Order, the Supplier hereby acknowledges and certifies that its Business size and its Small Business status as recorded in the System for Award Management (SAM) at <https://www.sam.gov/SAM/>, or as otherwise certified to Buyer, was current, accurate and complete as of the date of the Supplier's Offer for the Order.
- 7.13. If the Order forms the whole or part of a sale by Buyer of Defense Articles or Defense Services being sold in support of a Foreign Military Sale or Commercially to or for the use of the Armed Forces of a Foreign Country or International Organization, Supplier shall upon acceptance of the Order, or within ten (10) days of being requested by Buyer to do so, complete "International Traffic in Arms Regulations Certificate and Reporting of Political Contributions, Fees or Commissions" IN-009, made available at the RTX Supplier Site and in furtherance of the requirements stipulated in Part 130 of the International Traffic in Arms Regulations, 22 CFR Sections 130.9 and 130.10.
- 7.14. In accordance with DFARS 252.204-7008 "Compliance with Safeguarding Covered Defense Information Controls" Supplier shall indicate whether deviation from any of the security requirements in the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Non-Federal Information Systems and Organizations, <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the Prime Contract Solicitation is issued is anticipated in the performance of the Order by Supplier or suppliers at any tier.
- 7.15. In accordance with DFARS 252.239-7009 "Representation of Use of Cloud Computing" Supplier shall indicate whether the use of Cloud Computing is anticipated in the performance of the Order by Supplier or suppliers at any tier.
- 7.16. By acknowledging the Order, Supplier hereby certifies that it and/or any of its principals, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal Agency.

P010235867 Terms and Conditions Federal Commercial Terms Schedule B Part I

1. SCHEDULE B DEFINITIONS

Schedule B Definitions shall apply to all Schedule B terms incorporated into this subcontract (e.g., Part I, Part II). In the U.S. Government clauses contained in the Schedule B document(s), unless the context of the clause requires otherwise, the term "Contractor" shall mean Seller, the term "Contract" shall mean the Subcontract or Purchase Order, and the terms "Government," "Contracting Officer" and equivalent phrases shall mean Sensors Unlimited and Sensors Unlimited' Contractual Representative, respectively. It is intended that these clauses shall apply to Seller in such manner as is necessary to reflect the position of Seller as a subcontractor to Sensors Unlimited, to insure Seller's obligations to Sensors Unlimited and to the United States Government, and to enable Sensors Unlimited to meet its obligations under its Prime Contract and the Subcontract. All references to Subcontract shall include purchase orders and unless otherwise stated, all definitions defined by FAR 2.101 shall be applied to the terms referenced herein.

2. DISPUTES

As prescribed in FAR 52.212-4 (d) (Contract Terms and Conditions Commercial Contracts). Disputes will be governed by FAR 52.233-1.

Notwithstanding any provisions herein to the contrary:

(a) If a decision relating to the Prime Contract is made by the Contracting Officer and such decision is also related to this Subcontract, said decision, if binding upon Sensors Unlimited under the Prime Contract shall in turn be binding upon Sensors Unlimited and Seller with respect to such matter; provided, however, that if Seller disagrees with any such decision made by the Contracting Officer and Sensors Unlimited elects not to appeal such decision, Seller shall have the right reserved to Sensors Limited under the Prime Contract with the Government to prosecute a timely appeal in the name of Sensors Unlimited, as permitted by the Prime Contract or by law, Seller to bear its own legal and other costs. If Sensors Unlimited elects not to appeal any such decision, Sensors Unlimited agrees to notify Seller in a timely fashion after receipt of such decision and to assist Seller in its prosecution of any such appeal in every reasonable manner. If Sensors Unlimited elects to appeal any such decision of the Contracting Officer, Sensors Unlimited agrees to furnish Seller promptly with a copy of such appeal. Any decision upon appeal, if binding upon Sensors Unlimited, shall in turn be binding upon Seller.

(b) If this Subcontract is issued by Sensors Unlimited under a Government subcontract rather than a Prime Contract, and if Sensors Unlimited has the right under such Government subcontract to appeal a decision made by the Contracting Officer under the Prime Contract in the name of the Prime Contractor (or if Sensor's Unlimited is subject to any arbitrator's decision under the terms of its subcontract), and said decision is also related to this Subcontract, this Disputes Clause shall also apply to Seller in a manner consistent with its intent and similar to its application had this Subcontract been issued by Sensors Unlimited under a Prime Contract with the Government.

(c) Seller agrees to provide certification that data supporting any claim made by Seller hereunder is made in good faith and that the supporting data is accurate and complete to the best of Seller's knowledge or belief, all in accordance with the requirements of the Contract Disputes Act of 1978 (41 USC 601-613) and implementing regulations. If any claim of Seller is determined to be based upon fraud or misrepresentation, Seller agrees to defend, indemnify and hold Sensors Unlimited harmless for any and all liability, loss, cost or expense resulting therefrom.

(d) Any dispute not addressed in paragraph (a) above, will be subject to the disputes clause of Schedule A of the Subcontract or PO terms and conditions.

3. RESERVED

4. CONTRACT COST PRINCIPLES AND PROCEDURES

Seller agrees that to the extent applicable, costs allocated to this Subcontract shall be in full compliance with Subpart 31.2 of FAR (Subpart 31.3 for Educational Institutions) and the applicable agency supplements thereto, if any, set forth in Part II hereof. In the event such compliance is not maintained, Seller agrees to compensate Sensors Unlimited to the full extent of any prices or costs, including any penalties or interest that are determined by Sensors Unlimited' customer to be unallowable or unreasonable or not allocable, under Sensor's Unlimited' contract with its customer. If this Subcontract is for the acquisition of commercial items and Subcontractor represents and warrants that the items comply with the definition for commercial items under FAR 2.101 then under FAR 12.214 the Cost Accounting Standards in FAR Subpart 31.2 do not apply.

5. FAR CLAUSES APPLICABLE TO THIS SUBCONTRACT

The U.S. Government terms or clauses in FAR Subpart 52.2 referenced herein are incorporated and made a part of this Subcontract, unless:

(a) Unless otherwise specified for performance applicability; or

(b) A value (e.g., >\$150k) is identified. Clauses are applicable when the subcontract ceiling value (to include all options) exceeds the specified values at the time of award or after modification unless otherwise

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specified. Note: References to “SAT” refers to the “Simplified Acquisition Threshold” as defined by FAR 2.101 and will be the threshold that is current on the date of the Subcontract award.

To the extent that the Prime Contract or higher-tier subcontract under which this Subcontract is issued is modified (to include a newer version of any such clause), the date of the modified version of the clause as it appears in such Prime Contract or higher-tier subcontract shall be controlling and said version shall be incorporated herein.

52.203-2	Certificate of Independent Price Determination
52.203-3	Gratuities
52.203-6	Restrictions on Subcontractor Sales to the Government (>SAT) (Alternate I applies to Commercial Items)
52.203-7	Anti-Kickback Procedures (except paragraph (c) (1)) - (>\$150k)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (>\$150k)
52.203-13	Contractor Code of Business Ethics and Conduct (Applies when POP >120 days; and >\$5.5M)
52.203-17	Contractor Employee Whistleblower Rights and Requirements to Inform Employees or Whistle Blower Rights (>SAT)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
52.204-2	Security Requirements (Applies to services where access to classified information is required)
52.204-4	Printed or Copied Double-Sided on Recycled Paper
52.204-9	Personal Identity Verification of Contractor Personnel (Applies when support requires routine access to Federally-controlled facilities or Federally-controlled information systems)
52.204-21	Basic Safeguarding of Covered Contractor Information Systems (Applies when the subcontractor may have Federal contract information residing in or transiting through its information system) (Except commercially available off-the-shelf items)
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (>\$35k & subcontract is not for commercially available off-the-shelf items)
52.211-15	Defense Priority and Allocation Requirements (Applicable at ½ SAT if subcontract or task order is rated)
52.219-8	Utilization of Small Business Concerns
52.222-3	Convict Labor
52.222-4	Contract Work Hours and Safety Standards —Overtime Compensation (Applies to subcontracts that may require or involve the employment of laborers and mechanics)
52.222-17	Non-displacement of Qualified Workers (>SAT) 19-8 Utilization of Small Business Concerns
52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity (>\$10k)
52.222-35	Equal Opportunity for Veterans (>\$150k)
52.222-36	Equal Opportunity for Workers with Disabilities (>\$15k)

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- 52.222-37 Employment Reports on Veterans (>\$150k)
- 52.222-40 Notification of Employee Rights under the National Labor Relation Acts (>\$10,000 and subcontract will be performed wholly or partially in the United States)
- 52.222-50 Combating Trafficking in Persons (>\$500K and non-COTS items or services acquired outside the US)
- 52.222-54 Employment Eligibility Verification (>\$3,500, n/a if performance is wholly OCONUS)
- 52.222-55 Minimum Wages under Executive Order 13658 (Applies to orders 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)
- 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (Provision applies to non-COTS >\$500K)
- 52.222-62 Paid Sick Leave under Executive Order 13706 (Applies to all subcontracts subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and performed in whole or in part in the United States.)
- 52.223-9 Estimate of Percentage of Recovered Material Content for EPA Designated Items (Applies to Awards that involve the use of EPA –designated items)
- 52.223-15 Energy Efficiency in Energy – Consuming Products
- 52.223-16 Acquisition of EPEAT®-Registered Personal Computer Products
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (>\$10K)
- 52.225-1 Buy American Act – Supplies (Applies unless 52.225-3 (with its alternates when applicable) or 52.222-5 is selected)
- 52.225-13 Restrictions on Certain Foreign Purchases
- 52.225-26 Contractors Performing Private Security Functions Outside the United States (Applies to support of combat operations or other significant military operations)
- 52.226-6 Promoting Excess Food Donation to on Profit Organizations (Applies when manufacturing or furnishing materials, supplies, articles, or equipment and performed within the United States, Puerto Rico or the U.S. Virgin Islands; and >\$25k)
- 52.239-1 Privacy or Security Safeguards
- 52.244-6 Subcontracts for Commercial Items
- 52.245-1 Government Property (Applies when Government Property is applicable to the subcontract)
- 52.245-9 Use and Charges (when 52.245-1 applies)
- 52.247-64 Preference for Privately Owned U.S. Flag Commercial Vessels (Applies to ocean transfer of supplies)

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SECTION II: CLAUSES FOR THE SPECIFIED SUBCONTRACT TYPE ONLY		T&M ¹ /L H	CR ²	FFP
¹ T&M/LH = T&M subcontracts where indirect rates are not applied to materials ² CR = Cost reimbursable subcontracts (e.g., CPFF) including any T&M subcontracts where indirect rates are applied to the materials portion				
52.215-16	Facilities Capital Cost of Money (Applies if FCCM was proposed by the Subcontractor and included in the subsequent subcontract award)		X	
52.215-17	Waiver of Facilities Capital Cost of Money (Applies if FCCM was not proposed by the Subcontractor nor included in the subsequent subcontract award)		X	
52.216-7	Allowable Cost and Payment Alternate I (Applies to Constructions) Alternate II (Applies to Educational Institutions) Alternate IV (Applies to non-profit organizations other than Educational Institutions)		X	
52.222-2	Payment for Overtime Premiums -Subparagraph (a) Add "0"	X	X	
52.229-10	State of New Mexico Gross Receipts and Compensating Tax (Applies to the acquisition of tangible personal property and title to such property passes directly to and vests in the United States upon delivery)	X	X	
52.232-20	Limitation of Cost (Applies when subcontract is fully-funded)		X	
52.232-22	Limitation of Funds (Applies when subcontract is incrementally funded)		X	
52.242-1	Notice of Intent to Disallow Costs		X	
52.243-1	Changes - Fixed Price Alternate I (Applies to subcontracts for services and no supplies) Alternate II (Applies to subcontracts for services with supplies) Alternate III (Applies to Architect-Engineer Services) Alternate IV (Applies to Transportation Services)			X
52.243-2	Changes - Cost-Reimbursement Alternate I (Applies to subcontracts for services and no supplies) Alternate II (Applies to subcontracts for services with supplies) Alternative III (Applies to Construction) Alternate V (Applies to R&D)		X	
52.243-3	Changes – Time and Material – Labor Hour	X	<i>T&M only</i>	
52.246-2	Inspection of Supplies - Fixed Price (Applies to the purchase of supplies)			X
52.246-3	Inspection of Supplies – Cost Reimbursement		X	
52.246-4	Inspection of Services - Fixed-Price (Applies to services)			X
52.246-5	Inspection of Services - Cost-Reimbursement		X	
52.246-6	Inspection - Time-and- Material and Labor-Hour	X	<i>T&M only</i>	
52.246-7	Inspection of Research and Development – Fixed-Price			X
52.246-8	Inspection of Research and Development - Cost-Reimbursement (Applies to R&D with fee) Alternate I (Applies to R&D awards without fee)		X	
Termination clauses	52.249-2 through -6 are modified to require termination proposals to be submitted within 30 days (in lieu of 1 year).			
52.249-2	Termination for Convenience of the Government (Fixed-Price)			X
52.249-3	Termination for Convenience of the Government (Applies to dismantling, demolition, or removal of improvements Awards)			X
52.249-5	Termination for Convenience of the Government (Applies to Educational and Other Nonprofit Institutions)			X
52.249-6	Termination (Cost-Reimbursement)		X	
52.249-6	Termination (Cost-Reimbursement) – Alternate IV	X	<i>T&M only</i>	
52.249-7	Termination (Applies to Fixed-Price Architect-Engineer)			X
52.249-8	Default (Fixed-Price) Alternate I – (Applies to Transportation Services)			X

Leidos P010235867 Terms and Conditions DoD Commercial Terms Schedule B, Part II

1. DFAR SUPPLEMENT CLAUSES APPLICABLE TO THIS SUBCONTRACT

All references herein to "DFAR Supplement" or "DFAR SUPP" shall mean the Department of Defense Supplement to the Federal Acquisition Regulation. The clauses in DFAR Supplement Subpart 252.2 referenced herein are incorporated and made a part of this Subcontract. To the extent that the Prime Contract or higher-tier subcontract under which this Subcontract is issued, is modified (to include a newer version of any such clause), the date of the modified version of the clause as it appears in such Prime Contract or higher-tier subcontract shall be controlling and said version shall be incorporated herein.

- 252.203-7000 Requirements Relating to Compensation of Former DOD Officials
- 252.203-7002 Requirement to Inform Employees of Whistleblower Rights
- 252.204-7000 Disclosure of Information
- 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (Applies when seller is providing operationally critical support, or for which subcontract performance will involve covered defense information except for subcontracts solely for the acquisition of COTS items) Seller shall furnish the cognizant Sensors Unlimited contractual representative with a copy of any cyber incident report filed with DoD under this subcontract including those made by any lower-tier subcontractors. Subcontractor shall not disclose Sensors Unlimited' attributional information/proprietary information in the course of its cyber incident reporting obligations. Any reporting that involves disclosure of such information shall require Sensors Unlimited' prior written consent.
- 252.204-7014 Limitations on the Use or Disclosure of Information by Litigation Support Contractors
- 252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support
- 252.211-7003 Item Unique Identification and Valuation (when Government Property applies)
- 252.211-7007 Reporting of Government-Furnished Property, subsection (d). (When Government Property applies)
- 252.223-7001 Hazard Warning Labels
- 252.223-7002 Safety Precautions for Ammunition and Explosives
- 252.223-7003 Change in Place of Performance - Ammunition and Explosives
- 252.223-7004 Drug-Free Work Force
- 252.223-7006 Basic and ALT I Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials (Applies to Subcontracts that require, may require, or permit a subcontractor access to a DoD installation, at any subcontract tier.)
- 252.223-7008 Prohibition of Hexavalent Chromium (Applies to subcontracts that are for supplies, maintenance and repair services, or construction materials).
- 252.225-7001 Buy American Act and Balance of Payments Program (Applies unless 252.225-7021, 252.225-7036 or 252.225-7045 is selected)

Alternate I (Applies to support of operations in Afghanistan)
- 252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies
- 252.225-7008 Restriction on Acquisition of Specialty Metals
- 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals
- 252.225-7012 Preference for Certain Domestic Commodities

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- 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (Applies to supply orders for delivery of measuring and hand tools)
- 252.225-7017 Photovoltaic Devices (Applies if order results in DoD ownership of photovoltaic devices)
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (for purchase of supplies and services for international military education training and FMS)
- 252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate
- 252.225-7033 Waiver of United Kingdom Levies (>\$1M with U.K. firms)
- 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (Applies for orders or subcontract performance that require air circuit breakers for naval vessels)
- 252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (Services only. Applies when performance is OCONUS and personnel are authorized to accompany US Armed Forces)
- 252.225-7043 Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (Applies to
- 252.225-7048 Export Controlled Items
- 252-226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (>\$500K)
- 252.227-7015 Technical Data – Commercial Items (Applies to the delivery of technical data pertaining to commercial items, components or processes) Alternate I (Applies to the development or delivery of a vessel design or any useful article embodying a vessel design)
- 252.227-7019 Validation of Asserted Restrictions -Computer Software (Applies to the delivery of computer software)
- 252.227-7037 Validation of Restrictive Markings on Technical Data (Applies for the delivery of technical data)
- 252.228-7003 Capture and Detention
- 252.228-7005 Accident Reporting & Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (Applies to subcontracts which involve the manufacture, modification, overhaul, or repair of Aircraft, Missiles, and Space Launch Vehicles.)
- 252.236-7013 Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers (Applies to subcontractor support that includes the acquisition of steel as a construction material)
- 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (Services only, when performance includes interaction with detainees)
- 252.237-7019 Training for Contractor Personnel Interacting with Detainees ((Services only, when performance includes interaction with detainees)
- 252.244-7000 Subcontracts for Commercial Items
- 252.246-7003 Notification of Potential Safety Issues
- 252.246-7004 Safety of Facilities, Infrastructure, and Equipment for Military Operations (Applies when subcontractor support is for the construction, installation, repair, maintenance, or operation of facilities, infrastructure, or for equipment configured for occupancy, planned for use by DoD military or civilian personnel during military operations)
- 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (applicable to the acquisition of electronic parts or assemblies containing electronic parts)

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- 252.246-7008 Sources of Electronic Parts (Applies to subcontracts for electronic parts or assemblies containing electronic parts, unless the subcontractor is the original manufacturer)
- 252.247-7023 Basic, ALT I and ALT II Transportation of Supplies by Sea