

Special U.S. Government Clauses

Prime Contract HQ0147-17-C-0032, DPAS DX-C9
Feb 5, 2020

The following U.S. Government clauses apply to any Collins Agreement or Order to which this Exhibit is attached or in which it is incorporated by reference. "Exhibit" as used in this document means either Attachment A or Exhibit B as referenced in the Agreement or Order. Unless otherwise specified below, the date of these clauses are those in effect as of the date of the Agreement or Order. These clauses are hereby incorporated by reference as if the text were fully written. In such clauses, unless otherwise specifically stated, the term "Contractor" means Seller except in the term "prime contractor," "subcontractor" means Seller's subcontractor/supplier, "Contract" means the Agreement or an Order which reference these terms, 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://acquisition.gov>. The Contracts Disputes Act shall have no application to the Agreement or Order. Any reference to a "Disputes" clause shall mean the "Disputes" or "Dispute Resolution" clause of the Rockwell Agreement or Order.

Any Agreement or Order to which this Exhibit is attached or incorporated by reference 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 the Agreement or Order in which these Special U.S. Government Clauses are attached or incorporated:

TERMINATION: (a) Buyer may terminate this Agreement or any Order issued hereunder, 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 Agreement or any Order issued hereunder or if Seller becomes insolvent or makes an assignment for the benefit of creditors. (b) Without affecting its right to terminate this Agreement or any Order issued hereunder pursuant to paragraph (a), Buyer may, for its convenience, terminate this Agreement or any Order issued hereunder 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 any Agreement or 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 the Agreement or 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 the Agreement or 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 the Collins Agreement or 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 Contract or Order causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract or Order, an equitable adjustment may be made pursuant to the "Changes" clause of this Contract or Order.

FAR CLAUSES

Number	Title, (Mon. Year)
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (Sep 2007)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (Oct 2010)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (Oct 2015)
52.203-14	DISPLAY OF HOTLINE POSTER(S) (Oct 2015)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (Apr 2014)
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (Jan 2017)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (Sep 2006)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (May 2014)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (Oct 2018)
52.204-2	SECURITY REQUIREMENTS (Aug 1996)
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (Jun 2016)
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (Jul 2018)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (Jan 2011)
52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS (Oct 2015)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (Oct 2015)
52.211-5	MATERIAL REQUIREMENTS (Aug 2000)
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (Aug 2011)
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (Aug 2011)
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (Deviation 2018 - O00015) (May 2018)
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (May 2018)
52.215-14	INTEGRITY OF UNIT PRICES (Oct 2010)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (Oct 2010)
52.215-16	FACILITIES CAPITAL COST OF MONEY (Jun 2003)
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (Oct 1997)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (Jul 2005)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (Oct 1997)
52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (Oct 2010)
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (Oct 2010)
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES (Oct 2009)
52.216-16	INCENTIVE PRICE REVISION - FIRM TARGET (Oct 1997)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (Oct 2018)

52.219-9 Small Business Subcontracting Plan (Nov 2016)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (Apr 2015)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (Feb 1999)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (Apr 1984)

52.222-26 EQUAL OPPORTUNITY (Sep 2016)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (Oct 2015)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (Jul 2014)

52.222-37 EMPLOYMENT REPORTS ON VETERANS (Feb 2016)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME
COMPENSATION (May 2018)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR
RELATIONS ACT (Dec 2010)

52.222-41 SERVICE CONTRACT LABOR STANDARDS (Aug 2018)

52.222-50 COMBATING TRAFFICKING IN PERSONS (Mar 2015)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (Oct 2015)

52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (Dec 2015)

52.222-60 Paycheck Transparency (Oct 2016)

52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (Jan 2017)

52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL
HYDROFLUOROCARBONS (Jun 2016)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE
DRIVING (Aug 2011)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (Jan
1997)

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (Jan 1997)

52.224-3 PRIVACY TRAINING (Jan 2017)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (Jun 2008)

52.225-5 TRADE AGREEMENTS (Aug 2018)

52.225-8 DUTY FREE ENTRY (Oct 2010)

52.227-1 AUTHORIZATION AND CONSENT (Dec 2007)

52.227-10 FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER (Dec 2007)

52.227-11 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (May 2014)

52.227-13 PATENT RIGHTS - OWNERSHIP BY THE GOVERNMENT (Dec 2007)

52.227-14 RIGHTS IN DATA - GENERAL (May 2014)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT
INFRINGEMENT (Dec 2007)

52.227-21 TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT
- MAJOR SYSTEMS (May 2014)

52.227-3 PATENT INDEMNITY (Apr 1984)

52.227-9 REFUND OF ROYALTIES (Apr 1984)

52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (Jan 1997)

52.230-2 COST ACCOUNTING STANDARDS (Oct 2015)

52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (Oct
2015)

52.230-4 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES -
FOREIGN CONCERNS (Oct 2015)

52.230-5 COST ACCOUNTING STANDARDS - EDUCATIONAL INSTITUTION (Aug 2016)

52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (Jun 2010)

52.232-17 INTEREST (May 1984)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS
SUBCONTRACTORS (Dec 2013)

52.233-3 PROTEST AFTER AWARD (Aug 1996)

52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER TITLE III DEFENSE
PRODUCTION ACT (Sep 2016)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
(Apr 1984)

52.239-1	PRIVACY OR SECURITY SAFEGUARDS (Aug 1996)
52.242-13	BANKRUPTCY (Jul 1995)
52.242-15	STOP-WORK ORDER (Aug 1989)
52.242-2	PRODUCTION PROGRESS REPORTS (Apr 1991)
52.243-1	CHANGES - FIXED PRICE (Aug 1987)
52.243-6	CHANGE ORDER ACCOUNTING (Apr 1984)
52.244-5	COMPETITION IN SUBCONTRACTING (Dec1996)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (Jan 2019)
52.245-1	GOVERNMENT PROPERTY (Jan 2017)
52.245-9	USE AND CHARGES (Apr 2012)
52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (Dec 2014)
52.246-15	CERTIFICATE OF CONFORMANCE (Apr 1984)
52.246-2	INSPECTION OF SUPPLIES - FIXED PRICE (Aug 1996)
52.246-25	LIMITATION OF LIABILITY - SERVICES (Feb 1997)
52.246-21	INSPECTION OF SUPPLIES - FIXED PRICE (Jul 1985)
52.246-4	INSPECTION OF SERVICES - FIXED PRICE (Aug 1996)
52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS (Jun 2003)
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. - FLAG COMMERCIAL VESSELS (Feb 2006)
52.248-1	VALUE ENGINEERING (Oct 2010)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (Apr 2012)
52.249-5	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS) (Aug 2016)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (Apr 1984)

DFARS CLAUSES

Number	Title, (Mon. Year)
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (Dec 2008)
252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (Sep 2013)
252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL (Dec 2012)
252.203-7004	DISPLAY OF HOTLINE POSTER(S) (Oct 2015)
252.204-7009	LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (Oct 2016)
252.204-7010	REQUIREMENT FOR CONTRACTOR TO NOTIFY DOD IF THE CONTRACTOR'S ACTIVITIES ARE SUBJECT TO REPORTING UNDER THE U.S.-INTERNATIONAL ATOMIC ENERGY AGENCY ADDITIONAL PROTOCOL (Jan 2009)
252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (Oct 2016)
252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (May 2016)
252.208-7000	INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (Dec 1991)
252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION (Mar 2016)
252.211-7006	PASSIVE RADIO FREQUENCY IDENTIFICATION (Jun 2016)
252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY (Aug 2012)
252.211-7008	USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS (Sep 2010)
252.215-7010	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - BASIC (Jan 2018)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) - BASIC (Dec 2018)

252.219-7004 Small Business Subcontracting Plan (Oct 2014)

252.222-7005 PROHIBITION ON USE OF NONIMMIGRANT ALIENS - GUAM (Sep 1999)

252.222-7006 RESTRICTRIONS ON THE USE OF MANDAROTY ARBITRATION AGREEMENTS (Dec 2010)

252.223-7001 HAZARD WARNING LABELS (Dec 1991)

252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (May 1994)

252.223-7006 PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS (Sep 2014)

252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (Sep1999)

252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (Jun 2013)

252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (Oct 2014)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (Dec 2017)

252.225-7013 DUTY-FREE ENTRY (May 2016)

252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS (Jun 2005)

252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Jun 2011)

252.225-7021 TRADE AGREEMENTS - BASIC (Dec 2017)

252.225-7033 WAIVER OF UNITED KINGDOM LEVIES (Apr 2003)

252.225-7043 ANTITERRORISM / FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (Jun 2015)

252.225-7048 EXPORT-CONTROLLED ITEMS (Jun 2013)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (Sep 2004)

252.227-7013 RIGHTS IN TECHNICAL DATA - NONCOMMERCIAL ITEMS (Feb 2014)

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (Feb 2014)

252.227-7015 TECHNICAL DATA - COMMERCIAL ITEMS (Feb 2014)

252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (Jan 2011)

252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE (Sep 2016)

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (May 2013)

252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (Apr 1988)

252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (Apr 1988)

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (Jun 1995)

252.227-7030 TECHNICAL DATA - WITHHOLDING OF PAYMENT (Mar 2000)

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (Sep 2016)

252.227-7038 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (Jun 2012)

252.228-7005 ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (Dec 1991)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (Dec 1991)

252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (May 2011)

252.234-7003 NOTICE OF COST AND SOFTWARE DATA REPORTING SYSTEM - BASIC (Nov 2014)

252.234-7004 COST AND SOFTWARE DATA REPORTING SYSTEM (Nov 2014)

252.235-7003 FREQUENCY AUTHORIZATION (May 2014)

252.239-7010 CLOUD COMPUTING SERVICES (Oct 2016)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (Dec 1991)

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (Dec 2012)

252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS (Jun 2013)
252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (Apr 2012)
252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL (Mar 2015)
252.246-7000	Material Inspection and Receiving Report (Mar 2008)
252.246-7001	WARRANTY OF DATA (Mar 2014)
252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES (Jun 2013)
252.246-7007	CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (Aug 2016)
252.246-7008	SOURCES OF ELECTRONIC PARTS (May 2018)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA - BASIC (Aor 2014)
252.247-7024	Notification of Transportation of Supplies by Sea (Mar 2000)
252.249-7000	SPECIAL TERMINATION COSTS (Oct 2015)

OTHER CLAUSES

AMENDMENTS REQUIRED BY THE PRIME CONTRACT SELLER AGREES THAT UPON BUYER'S REQUEST, IT WILL FROM TIME TO TIME ENTER INTO AMENDMENTS OF THIS PURCHASE ORDER TO INCORPORATE ADDITIONAL PROVISIONS HEREIN OR TO CHANGE THE PROVISIONS HEREOF AS THE BUYER MAY REASONABLY DEEM NECESSARY IN ORDER TO COMPLY WITH THE PROVISIONS OF THE PRIME CONTRACT OR WITH THE PROVISIONS OF AMENDMENTS TO THE PRIME CONTRACT. IF ANY SUCH AMENDMENT TO THIS PURCHASE ORDER CAUSES AN INCREASE OR DECREASE IN THE COST OF, OR THE TIME REQUIRED FOR, PERFORMANCE OF THIS PURCHASE ORDER, AN EQUITABLE ADJUSTMENT SHALL BE MADE IN THE PRICE OR DELIVERY SCHEDULE, OR BOTH, IN ACCORDANCE WITH THE PROVISIONS OF THE CLAUSE OF THIS PURCHASE ORDER ENTITLED "CHANGES." ALL CONTRACT LINE ITEMS WITHIN THIS PURCHASE ORDER ARE APPLICABLE TO THE THAAD LOT 11/KSA US GOV PRIME CONTRACT HQ0147-17-C-0032.

Prohibition against Kaspersky or Lenovo Articles

A. "Covered Article" means any hardware, software, or service that (1) is developed or provided by a Covered Entity; (2) includes any hardware, software, or service developed or provided in whole or in part by a Covered Entity; or (3) contains components using any hardware or software developed in whole or in part by a Covered Entity.

B. "Covered Entity" means (1) Kaspersky Lab; (2) Lenovo; (3) any successor entity to Kaspersky Lab or Lenovo; (4) any entity that controls, is controlled by, or is under common control with Kaspersky Lab or Lenovo; or (5) any entity of which Kaspersky Lab or Lenovo has a majority ownership.

C. Seller shall not provide any Covered Article under this Contract or use any Covered Article in the development of data or deliverables first produced in the performance of this Contract.

THAAD PRIME Flowdowns (H-Clauses) (From Lockheed Martin)

Section H-08 PUBLIC RELEASE OF INFORMATION (Jun 2013)

- a. The policies and procedures outlined herein apply to information submitted by the Contractor and his subcontractors for approval for public release. Prior to public release, all information must be cleared as shown in the "National Industrial Security Program Operations Manual" (DoD 5220.22-M). At a minimum, these materials may be technical papers, presentations, articles for publication and speeches or mass media material, such as press releases, photographs, fact sheets, advertising, posters, compact discs, videos, etc.
- b. All materials which relate to the work performed by the contractor under this contract must be submitted to MDA for review and approval prior to release to the public. Subcontractor public information materials must be submitted for approval through the prime contractor to MDA.
- c. Upon request, the Contracting Officer's Representative (COR) will provide the contractor the MDA Form 003, "Security and Policy Review" or any superseding MDA form. The contractor must complete Sections A-C and E-H of the Form 003 (or comply with the instructions of any superseding form) and submit it to the COR with the materials to be cleared. If the information was previously cleared, provide the Public Release Case Number, if available, and a copy of the previous document highlighting the updated information.
- d. The contractor must submit the following to the COR at least 60 days in advance of the proposed release date:
 - (1) the completed Form 003 and one (1) electronic copy of the material to be reviewed. File size must not exceed 25MB; and,
 - (2) a written statement, including:
 - (a) to whom the material is to be released;
 - (b) the desired date for public release;
 - (c) a statement that the material has been reviewed and approved by officials of the contractor or the subcontractor, for public release; and,
 - (d) the contract number.
 - (e) The items submitted must be complete. Photographs must have captions.
 - (f) Outlines, rough drafts, marked-up copy (with handwritten notes), incorrect distribution statements, For Official Use Only (FOUO) information, export controlled, or International Traffic in Arms Regulations (ITAR) information will not be accepted or cleared.
 - (g) Abstracts or abbreviated materials may be submitted if the intent is to determine the feasibility of going further in preparing a complete paper for clearance. However, clearance of abstracts or abbreviated materials does not satisfy the requirement for clearance of the entire paper.
 - (h) The MDA Director of Public Affairs (MDA/PA) is responsible for coordinating the public release review. MDA/PA will work directly with the COR if there are questions or concerns regarding submissions. MDA/PA will not work with contractors who have not gone through their COR.
 - (i) The COR will notify the contractor of the agency's final decision regarding the status of the request.
 - (j) Once information has been cleared for public release, it is in the public domain and must always be used in its originally cleared context and format. Information previously cleared for public release but containing new, modified or further developed information must be submitted again for public release following the steps outlined in items a. through h. above.

H-09 ORGANIZATIONAL CONFLICT OF INTEREST (Jun 2012)

- a. Purpose: The primary purpose of this clause is to aid in ensuring that:
 - (1) the Contractor's objectivity and judgment are not biased because of its present or planned interests which relate to work under this contract;
 - (2) the Contractor does not obtain unfair competitive advantage by virtue of its access to non-public information regarding the Government's program plans and actual or anticipated resources; and

(3) the Contractor does not obtain unfair competitive advantage by virtue of its access to proprietary information belonging to others.

b. Scope: Organizational Conflict of Interest (OCI) rules, procedures and responsibilities as described in FAR Subpart 9.5 shall be applicable to this contract and any resulting subcontracts.

(1) The general rules in FAR 9.505-1 through 9.505-4 and the restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors-in-interest (hereinafter collectively referred to as "Contractor") in the activities covered by this contract as prime Contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity.

(2) The Missile Defense Agency's OCI policy is in Attachment 20 of this contract.

c. Access to and Use of Nonpublic Information: If the Contractor, in performance of this contract, obtains access to nonpublic information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer, it shall not:

(1) use such information for any private purpose;

(2) release such information.

d. Access to and Protection of Proprietary Information: The Contractor agrees to exercise diligent effort to protect proprietary information from misuse or unauthorized disclosure in accordance with the provisions of FAR 9.505-4. The Contractor may be required to enter into a written non-disclosure agreement with the third party asserting proprietary restrictions.

e. Subcontracts: The Contractor shall include this clause in consulting agreements, teaming agreements, subcontracts, or other arrangements for provision of services or supplies of any tier. The terms "contract", "Contractor", and "Contracting Officer" shall be appropriately modified to preserve the Government's rights.

f. Representations and Disclosures:

(1) The Contractor represents that it has disclosed to the Contracting Officer, prior to award, all facts relevant to the existence or potential existence of organizational conflicts of interest as that term is used in FAR Subpart 9.5. To facilitate disclosure and Contracting Officer approval, the Contractor shall complete an OCI Analysis/Disclosure Form for each MDA, Ballistic Missile Defense (BMD), and BMD-related contract or subcontract (form shall be requested from the Procuring Contracting Officer).

(2) The Contractor represents that if it discovers an organizational conflict of interest or potential conflict of interest after award, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall include a description of the action the Contractor has taken or proposes to take in order to avoid or mitigate such conflicts.

g. Remedies and Waiver:

(1) For breach of any of the above restrictions or for non-disclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may: terminate this contract for default; disqualify the Contractor from subsequent related contractual efforts if necessary to neutralize a resulting organizational conflict of interest; and pursue such other remedies as may be permitted by law or this contract. If, however, in compliance with this clause, the Contractor discovers and promptly reports an organizational conflict of interest (or the potential thereof) subsequent to contract award, the Contracting Officer may terminate this contract for convenience if such termination is deemed to be in the best interest of the Government or take other appropriate actions.

(2) The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the Contractor may at any time seek a waiver from the Director, MDA, (via the Contracting Officer) by submitting a full written description of the requested waiver and the reasons in support thereof.

H-10 ENABLING CLAUSE FOR BMD INTERFACE SUPPORT (APR 2009)

- a. It is anticipated that, during the performance of this contract, the Contractor will be required to support Technical Interface/Integration Meetings (TIMS) with other Ballistic Missile Defense (BMD) Contractors and other Government agencies. Appropriate organizational conflicts of interest clauses and additional costs, if any, will be negotiated as needed to protect the rights of the Contractor and the Government.
- b. Interface support deals with activities associated with the integration of the requirements of this contract into BMD system plans and the support of key Missile Defense Agency (MDA) program reviews.
- c. The Contractor agrees to cooperate with BMD Contractors by providing access to technical matters, provided, however, the Contractor will not be required to provide proprietary information to non-Government entities or personnel in the absence of a non-disclosure agreement between the Contractor and such entities.
- d. The Contractor further agrees to include a clause in each subcontract requiring compliance with paragraph c. above, subject to coordination with the Contractor. This agreement does not relieve the Contractor of its responsibility to manage its subcontracts effectively, nor is it intended to establish privity of contract between the Government and such subcontractors.
- e. Personnel from BMD Contractors or other Government agencies or Contractors are not authorized to direct the Contractor in any manner.
- f. This clause shall not prejudice the Contractor or its subcontractors from negotiating separate organizational conflict of interest agreements with BMD Contractors; however, these agreements shall not restrict any of the Government's rights established pursuant to this clause or any other contract.

H-12 CONTROL OF ACCESS TO MDA SPACES AND INFORMATION SYSTEMS (SEP 2013)

- a. To maintain the security of the MDA spaces and information systems, the contractor shall notify the COR in writing whenever a prime or subcontractor employee included on the current visit authorization request/letter no longer supports this contract. This requirement shall apply to both contractor and employee initiated termination of services and to temporary suspension of services.
- b. The contractor will cooperate with COR in facilitating the employee's return of all government issued credentials, e.g., badges, common access cards (CACs), SIPRNet tokens. Specifically, upon notification, the COR will work with the organization's Security Operations Center and the MDA Service Desk to ensure timely action to:

- (1) remove the employee from the current visit authorization request/letter;
- (2) cancel Government issued credentials pursuant to the visit authorization request/letter; and,
- (3) terminate the MDA LAN account/access privileges.

c. In addition to actions related to MDA access control, the contractor shall maintain accountability for Government issued credentials provided under this contract. Government issued credentials are the property of the U.S. Government and shall not be retained by cardholders upon expiration, replacement, or when the DoD affiliation of employees has been terminated. The contractor shall coordinate with the COR to ensure government issued credentials are retrieved in accordance with local command or installation procedures. Unauthorized possession of an official credential, like a CAC, can be prosecuted criminally under section 701, title 18, United States Code.

d. The contractor shall identify the reason for and date of termination or expected period of suspension and submit the notification to the COR within five (5) working days prior to service discontinuation. For unplanned termination or suspension of services, notification shall be made on the same working day as the termination/suspension action.

H-20 SENSITIVE INFORMATION TECHNOLOGY WORK (JUL 2011)

a. DoD 5200.2-R, DoD Personnel Security Program, requires Contractor personnel, who perform work on sensitive Information Technology (IT)/Automated Data Processing (ADP) systems (hereafter referred to as IT), to be assigned to positions which are designated at one of three sensitivity levels (IT-I, IT-II or IT-III). These designations equate to Critical Sensitive, Non-Critical Sensitive, and Non-Sensitive. Working On-Site in any MDA Facility requires a minimum Sensitivity of IT-II. The following investigations are required:

IT-I designated positions require a Single Scope Background Investigation (SSBI).

IT-II designated positions require a National Agency Check with Law and Credit (NACLC).

IT-III positions associated with MDA are found only at contractor's facilities. See below for requirement.

b. The required investigation will be completed prior to the assignment of individuals to sensitive duties associated with the position.

c. For IT-III positions at the Contractor's facility, the Contractor will forward their employee information (completed SF 85P, Questionnaire for Positions of Public Trust), and two (2) DD Forms 258 (Fingerprint cards) either electronically or on magnetic media to: Missile Defense Agency, Security and Emergency Management; ATTN: Personnel Security, 5700 18th Street, Bldg 245, Fort Belvoir, VA 22060-5573.

d. MDA retains the right to request removal of Contractor personnel, regardless of prior clearance or adjudication status, whose actions, while assigned to this contract, clearly conflict with the interests of the Government. The reason for removal will be fully documented in writing by the Contracting Officer. When and if such removal occurs, the Contractor will within 30 working days assign qualified personnel to any vacancy(ies) thus created.

H-28 DISTRIBUTION CONTROL OF TECHNICAL INFORMATION (AUG 2014)

a. The following terms applicable to this clause are defined as follows:

1. DoD Official. Serves in DoD in one of the following positions: Program Director, Deputy Program Director, Program Manager, Deputy Program Manager, Procuring Contracting Officer, Administrative Contracting Officer, or Contracting Officer's Representative.

2. Technical Document. Any recorded information (including software) that conveys scientific and technical information or technical data.

3. Scientific and Technical Information. Communicable knowledge or information resulting from or pertaining to the conduct or management of effort under this contract. (Includes programmatic information).

4. Technical Data. As defined in DFARS 252.227-7013.

b. Except as otherwise set forth in the Contract Data Requirements List (CDRL), DD Form 1423 the distribution of any technical documents prepared under this contract, in any stage of development or completion, is prohibited outside of the contractor and applicable subcontractors under this contract unless authorized by the Contracting Officer in writing. However, distribution of technical data is permissible to DOD officials having a "need to know" in connection with this contract or any other MDA contract provided that the technical data is properly marked according to the terms and conditions of this contract. When there is any doubt as to "need to know" for purposes of this paragraph, the Contracting Officer or the Contracting Officer's Representative will provide direction. Authorization to distribute technical data by the Contracting Officer or the Contracting Officer's Representative does not constitute a warranty of the technical data as it pertains to its accuracy, completeness, or adequacy. The contractor shall distribute this technical data relying on its own corporate best practices and the terms and conditions of this contract. Consequently, the Government assumes no responsibility for the distribution of such technical data nor will the Government have any liability, including third party liability, for such technical data should it be inaccurate, incomplete, improperly marked or otherwise defective. Therefore, such a distribution shall not violate 18 United States Code § 1905.

c. All technical documents prepared under this contract shall be marked with the following distribution statement, warning, and destruction notice identified in sub-paragraphs 1, 2, and 3 below. When it is technically not feasible to use the entire WARNING statement, an abbreviated marking may be used, and a copy of the full statement added to the "Notice To Accompany Release of Export Controlled Data" required by DoD Directive 5230.25.

1. DISTRIBUTION – Distribution Statement F

2. WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979 (Title 50, U.S.C., App. 2401 et seq.), as amended. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25

3. DESTRUCTION NOTICE - For classified documents follow the procedures in DOD 5220.22-M, National Industrial Security Program Operating Manual, February 2006, Incorporating Change 1, March 28, 2013, Chapter 5, Section 7, or DoDM 5200.01-Volume 3, DoD Information Security Program: Protection of Classified Information, Enclosure 3, Section 17. For controlled unclassified information follow the procedures in DoDM 5200.01-Volume 4, Information Security Program: Controlled Unclassified Information.

d. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts.

H-36 CONTRACTOR IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON THE GOVERNMENT'S USE, RELEASE, OR DISCLOSURE OF NON-COMMERCIAL TECHNICAL DATA OR COMPUTER SOFTWARE (DEC 2011)

a. The contractor and its subcontractors shall provide a completed Attachment in accordance with DFARS 252.227-7017 entitled "Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software" that is signed and dated by a responsible official of the Contractor. This Attachment is incorporated herein by reference as if fully set forth. The Attachment identifies and provides information pertaining to technical data (including computer software documentation) and computer software that the contractor and subcontractors claim to qualify for delivery with less than Unlimited Rights. The contractor agrees not to withhold delivery of the technical data or software based on its claims. The Government shall investigate the validity of the contractor's claims and therefore reserves all its rights regarding the technical data/software in question, to include those rights set forth in: DFARS 252.227-7013, Rights in Technical Data - Noncommercial Items; DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation; DFARS 252.227-7019, Validation of Asserted Restrictions--Computer Software; DFARS 252.227-7028, Technical Data or Computer Software Previously Delivered To the Government; and, DFAR 252.227-7037, Validation Of Restrictive Markings On Technical Data clauses until a determination is made.

The contractor shall have, maintain, and follow written procedures sufficient to assure that restrictive markings/legends are used only when authorized by the terms of this contract and shall maintain records sufficient to justify the validity of any restrictive markings/legends on any technical data or computer software or computer software documentation delivered under this contract. The Contractor agrees that the Government has Unlimited Rights as defined by DFARS 252.227-7013 and 252.227-7014 in any deliverable technical data or computer software or computer software documentation not listed in the Attachment and that such data or software will not be subject to any restrictive markings or legends.

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H-42 FOREIGN PERSONS (May 2012)

a. "Foreign National" (also known as Foreign Persons) as used in this clause means any person who is NOT:

1. a citizen or national of the United States; or
2. a lawful permanent resident; or

3. a protected individual as defined by 8 U.S.C.1324b(a)(3).

"Lawful permanent resident" is a person having the status of having been lawfully accorded the privilege of residing permanently in the United States as an immigrant in accordance with the immigration laws and such status not having changed.

"Protected individual" is an alien who is lawfully admitted for permanent residence, is granted the status of an alien lawfully admitted for temporary residence under 8 U.S.C.1160(a) or 8 U.S.C.1255a(a)(1), is admitted as a refugee under 8 U.S.C.1157, or is granted asylum under section 8 U.S.C.1158; but does not include (i) an alien who fails to apply for naturalization within six months of the date the alien first becomes eligible (by virtue of period of lawful permanent residence) to apply for naturalization or, if later, within six months after November 6, 1986, and (ii) an alien who has applied on a timely basis, but has not been naturalized as a citizen within 2 years after the date of the application, unless the alien can establish that the alien is actively pursuing naturalization, except that time consumed in the Service's processing the application shall not be counted toward the 2-year period."

- c. All employees of all entities that make up the contractor's team, whether subcontractors, consultants, or anyone who works with or on behalf of the contractor will be citizens of the U.S.

H-43 Impact of Government Team Participation/Access (Jun 2012)

The Government/Contractor organizational/interface approach (e.g. Integrated Product Teams, Team Execution Reviews, Technical Interchange Meetings, and/or Working Groups), will require frequent, close interaction and/or surveillance between the Government and Contractor/subcontractor team members during contract performance. For this purpose the Contractor, recognizing its privity of contract with the Government, authorizes the Government to communicate directly with, and where appropriate visit as well as monitor, the Contractor's subcontracts. This access/interface is necessary to support the Government's quality and program management approach which emphasizes systematic surveillance and evaluation techniques used to assess Contractor/subcontractor performance. Government team members may offer advice, information, support, and facilitate rapid Government feedback on team related products, provide clarification, and review Contractor/subcontractor progress; however, the responsibility and accountability for successfully accomplishing the requirements of this contract remain solely with the Contractor. Neither the Contractor nor the subcontractor shall construe such advice, surveillance, reviews, and clarifications by Government team members as Government-directed changes to the terms of this contract. The PCO is the only individual authorized to direct or approve any change to the terms of this contract.

H-45 AS IS GOVERNMENT FURNISHED DATA/DOCUMENTATION AND COMPUTER SOFTWARE (Jan 2013)

All technical data and computer software (as defined in DFARS 252.227-7013 and DFARS 252.227-7014) furnished by the Government is in an "as is" condition without any warranty as to its accuracy, completeness, or adequacy. The contractor shall use this technical data and computer software at its own risk. The Government assumes no responsibility for such furnished data/documentation/computer software nor will the Government have any liability for equitable adjustments to the terms and conditions of this contract should such data/documentation/computer software prove to be inaccurate, incomplete, or otherwise defective.