

**TCOM, L.P.
COLUMBIA, MARYLAND**

GENERAL PROVISIONS FOR FIXED PRICE, SUBCONTRACTS UNDER GOVERNMENT CONTRACTS

Contents

1.	GENERAL ACCEPTANCE.....	1
2.	DELIVERY	1
3.	SUBSTITUTIONS	1
4.	QUANTITY	1
5.	CHANGES	2
6.	DELAYS	2
7.	WARRANTY	2
8.	INSPECTION.....	3
9.	QUALITY CONTROL SYSTEM.....	3
10.	DEFECTIVE WORK	3
11.	SPECIAL TOOLING (ST), SPECIAL TEST EQUIPMENT (STE), AND FACILITIES (FAC).....	3
12.	TERMINATION	4
13.	DEFAULT OF SELLER	4
14.	SUBCONTRACTING.....	4
15.	ASSIGNMENT	4
16.	RESPONSIBILITY FOR SUPPLIES.....	4
17.	PROTECTION OF INFORMATION	4
18.	INSURANCE AND INDEMNITY	6
19.	PATENT INDEMNITY	6
20.	PATENTS	7
21.	GOVERNMENT OR BUYER FURNISHED PROPERTY.....	7
22.	UNLIMITED RIGHTS	7
23.	INVOICE AND PAYMENT	8
24.	MILITARY SECURITY REQUIREMENTS.....	8
25.	EQUAL OPPORTUNITY	8
26.	CHOICE OF LAW	8
27.	FEDERAL, STATE, AND LOCAL TAXES	8
28.	COMPLIANCE WITH LAWS AND REGULATIONS	8
29.	EXPORT CONTROL.....	9
30.	COMPLETE AGREEMENT; ORDER OF PRECEDENCE	9
31.	ARBITRATION	9
32.	LIENS.....	10
33.	NEWS OR ADVERTISING RELEASE	10
34.	LANGUAGE AND STANDARDS.....	10
35.	PACKAGE AND SHIPPING.....	10
36.	NOTIFICATION OF STATUS CHANGES	10
36.	PARTIAL INVALIDITY, NONWAIVER, REMEDIES	11
37.	RELATIONSHIP OF THE PARTIES.....	11
38.	PLANT SECURITY AND SAFETY	11
39.	SUSPECT/COUNTERFEIT PARTS	11
40.	COMPLETE AGREEMENT	12
41.	RESPONSE TO AUDIT	12
42.	CUSTOMS-TRADE PARTNERSHIP AGAINST TERRORISM (C-TPAT) PROGRAM.....	12
43.	CONFLICT MINERALS	12
44.	FAR FLOWDOWN PROVISIONS	12

1. GENERAL ACCEPTANCE

In this Purchase Order, "Seller" shall mean the supplier of work, services or supplies hereunder and "Buyer" shall mean "TCOM, L.P." The Purchase Order (which term shall be deemed to include plans, specifications, regulations and other documents to the extent that any of the same are incorporated by reference) becomes the exclusive agreement between the parties for the supplies/services subject to the terms and conditions herein. Any of the following shall constitute Seller's unqualified acceptance of this Purchase Order:

- A. Acceptance of this Purchase Order;
- B. Furnishing of any part of the supplies/services under this Purchase Order;
- C. Acceptance of any payment for the supplies/services; or
- D. Commencement of performance under this Purchase Order.

Any additional or different terms proposed by the Seller are objected to and are hereby rejected unless the same shall be accepted in writing by the Buyer. Failure of any party to enforce its rights under this Purchase Order shall not constitute a waiver of such rights or of any other rights under this Purchase Order or otherwise.

2. DELIVERY

- A. Time is of the essence of this Purchase Order. Representatives of Buyer, the Government, or both shall at all reasonable times have access to Seller's plant for the purpose of assuring delivery in accordance with the schedule.

In the event the Seller does not meet the delivery schedule, the Buyer reserves the right to exercise all available remedies afforded by the Uniform Commercial Code including but not limited to the recovery of incidental and consequential damages.

Modifications and changes may only be authorized by the Buyer's Purchasing Agent or his authorized representative.

- B. (Inapplicable unless stated on the face sheet of the Purchase Order) Buyer and Seller hereby agree that 1.75% of the Purchase Order value per day shall be assessed by Buyer and offset against Seller's invoices or separately billed to Seller (as appropriate and according to Buyer's discretion) for supplies which are delivered late under this Purchase Order.

Buyer and Seller stipulate that these damages are reasonable in light of the anticipated or actual harm caused by the late delivery, the difficulties of proof of loss, and the inconvenience or nonfeasibility of otherwise obtaining an adequate remedy.

- C. If Seller intends to source or ship direct from outside of the U.S to Buyer then, in addition to complying with all applicable Export Regulations, Seller shall provide the name, country and contact information of the non-U.S. sources within ten (10) days after Order acceptance. Seller proposed sources outside of the U.S. must have a reputation for honesty and a company policy prohibiting bribes and facilitating payments intended to expedite or secure performance of a routine governmental action, such as, customs clearance. Buyer retains the right to deny Seller's use of Seller proposed sources within thirty (30) days of Seller notification. Seller shall ensure that Buyer's purchase does not transit through one of the proscribed countries listed in U.S. ITAR, 22 C.F.R. 126.1.

3. SUBSTITUTIONS

Seller shall not substitute materials or accessories without prior written consent of Buyer.

4. QUANTITY

Buyer need not accept any variation in quantity except as specified in this Purchase Order. Overshipments may be returned to Seller at Seller's expense, which shall include a reasonable cost for the Buyer's handling, or be retained by Buyer at no increase in price. To the extent that supplies covered by this Purchase Order are produced in accordance with drawings or specifications which are proprietary to Buyer or to Buyer's customer, Seller may not manufacture or retain for the purpose of display, or otherwise, any more such supplies, or parts thereof, than are required to be delivered under this Purchase Order. Any such excess supplies, or parts therefore, shall be delivered free of charge to Buyer at the designated delivery point at Seller's risk and expense or destroyed and the destruction certified by Seller.

and forwarded to the Buyer.

5. CHANGES

Buyer may at any time by written order, without notice to any surety, make changes or additions within the general scope of this Purchase Order in any one or more of the following:

- A. drawings, designs, statement of work or specifications;
- B. method of shipment or packing;
- C. place of inspection, delivery or acceptance;
- D. quantities, where reasonable;
- E. delivery schedules, where reasonable; and
- F. the amount of Buyer/Government furnished property.

If any such change causes an increase or decrease in the cost of, or the time required for performance of, this Purchase Order, whether changed or not changed by any such written order, Seller shall notify Buyer in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of this Purchase Order. Any claim by Seller for such adjustment must be asserted within fifteen (15) days or such other period as may be agreed on in writing by the parties after Seller's receipt of notice of change. Failure to agree to any adjustment shall be a dispute concerning a question of fact in the meaning of Clause 31 (Arbitration) of this Purchase Order. Nothing contained in this paragraph shall excuse Seller from proceeding with the contract as changed.

All terms of delivery, shipment, risk of loss, etc. shall be interpreted in accordance with the rules of the International Chamber of Commerce, Incoterms 2010.

6. DELAYS

- A. Whenever Seller knows or has reason to know that any occurrence is delaying or threatens to delay the timely performance of this Purchase Order, Seller shall immediately give notice thereof, including all relevant information with respect thereto, to the Buyer. For the purpose of this clause, excusable delays are those delays which are directly caused by events beyond the control and without the fault or negligence of Seller, and shall include:

- (1) strikes,
- (2) fires, floods, epidemics, unusually severe weather,
- (3) acts of God,
- (4) acts of the Government in either its sovereign or contractual capacity,
- (5) freight embargoes.

- B. Seller agrees to insert clause A including this subparagraph in any Purchase Order or subcontract made hereunder.

- C. Buyer Delay of Work

Use the FAR 52.242-17 Clause and substitute "TCOM, L.P. Procurement Representative" for "Contracting Officer" and substitute "Seller" for "Contractor" and substitute "Purchase Order" for "Contract".

7. WARRANTY

In addition to Seller's standard warranty, Seller warrants that all Work furnished pursuant to this Purchase Order shall strictly conform to applicable specifications, drawings, samples, descriptions, and other requirements of this Purchase Order, and be free from defects in design, material, and workmanship, and to the extent that the Seller knows or has reason to know of the particular purpose for which the supplies are intended, shall be fit and sufficient for such purpose. All warranties shall survive inspection, test and acceptance of, and payment for, the Buyer's work. All warranties shall run to Buyer and its successors, assigns, and customers. The warranty shall extend for a period of one (1) year after Buyer's final acceptance unless a different period is set forth elsewhere in this Purchase Order. If any nonconformity of the work appears within that time, Seller shall promptly repair, replace, or reperform the work, at Buyer's option, to the satisfaction of Buyer or its customer. Transportation of replacement work, return of nonconforming work, and repeat performance of work shall be at Seller's expense. Work required to be corrected or replaced shall be subject to this provision, the Inspection provision of this Purchase Order, and FAR 52.246-2 and 52.246-4 in the same manner and to the same extent as work originally delivered under this Purchase Order. If repair, replacement, or reperformance of work is not timely, Buyer may elect to return the nonconforming work or repair, replace, or reprocur the work at Seller's expense.

Buyer retains all rights it may have under applicable law for breach of warranty, including all remedies and any action for damages.

8. INSPECTION

All materials, supplies and work in progress shall be subject to inspection and test by Buyer. If the goods or services are for ultimate delivery to the Government, as evidenced by a Government Contract Number on Buyer's Purchase Order, the Government, to the extent practicable at all times (including the period of performance) and places, and in any event prior to acceptance by the Buyer and, if applicable, the Government, through any authorized representative, may inspect the plant or plants of the Seller or of any of its lower-tier subcontractors engaged in the performance of this Purchase Order. If inspection and test are made on Seller's premises, Seller, without additional charge, shall provide reasonable facilities and assistance for the safety and convenience of the inspectors in performing their duties. Inspections and tests by Buyer shall be performed in such manner as not to delay the work unduly. Buyer may charge to Seller any additional cost of inspection and test when material, work or supplies are not ready at the time such inspection and test is requested by Buyer. In case of rejection, neither Buyer, nor its customer, shall be liable for any reduction in value of samples used in connection with such inspection or test. Except as otherwise agreed in writing, all shipments and supplies furnished under this Purchase Order shall be subject to final inspection and acceptance by Buyer after receipt by Buyer at destination, notwithstanding any previous source inspection or acceptance.

9. QUALITY CONTROL SYSTEM

Unless this Purchase Order contains other specific quality requirements,

- A. Seller shall provide and maintain a quality control system to an industry-recognized quality standard for the work covered by this Purchase Order.
- B. Records of all quality control inspection work by Seller shall be kept complete and made available to Buyer and its customers during the performance of this Purchase Order and for such longer periods as may be specified.

10. DEFECTIVE WORK

Buyer, notwithstanding any prior acceptance, at its option, may reject, or require prompt correction (in place or elsewhere), of any supplies which are defective in material or workmanship or otherwise fail to meet the requirements of this Purchase Order. Seller shall be given notice of any defects, other than latent defects, within a reasonable time after receipt of the supplies and all records (such as affidavits, test reports, drawings, etc.) required to be furnished therewith. Buyer may, in addition to any rights it may have by law, prepare for shipment and ship the supplies to Seller, require Seller to remove them, and the expense of any such action, including transportation both ways, if any, shall be borne by Seller. If Seller fails promptly to remove such supplies and to proceed to replace or correct them, Buyer may:

- A. by contract or otherwise, perform such replacement or correction and charge to the Seller any increased cost occasioned Buyer thereby, and may deduct such increased cost from any amounts due the Seller under this Purchase Order (or require repayment of any payments theretofore made), or
- B. terminate this Purchase Order for default as provided in Clause 13 (Default of Seller).

Failure to agree to the amount of any such increased cost to be charged to the Seller, or to such reduction in, or repayment of, any amount due under this Purchase Order, shall be a dispute concerning a question of fact within the meaning of Clause 31 (Arbitration).

11. SPECIAL TOOLING (ST), SPECIAL TEST EQUIPMENT (STE), AND FACILITIES (FAC)

Unless specifically provided to the contrary in this Purchase Order, Seller warrants that the price set forth in this Purchase Order does not include:

- A. any amount representing rent for the use of Government-owned (ST), (STE) or (FAC) or
- B. as a direct charge to this Purchase Order, the cost of any (ST), (STE) or (FAC) as the same are defined in Part 45 of the Federal Acquisition Regulation (FAR). Any such (ST), (STE) or (FAC) to be charged to Buyer will be covered by a separate Purchase Order.

12. TERMINATION

Without limiting Buyer's right to cancel this order for default of Seller as provided below, Buyer may terminate all or any part of the work under this order and process Seller's claims therefore in accordance with the provisions of the Termination Clause set forth in Part 52.249-2 of the Federal Acquisition Regulation as in effect on the date of this order. Where necessary to make this FAR part applicable to this Purchase Order, "Contractor" shall mean "Seller", "Contracting Officer" shall mean "Buyer" and "Government" shall mean "Buyer" or the "Government"; and the reference in paragraph (e) of 52.249-2 to "1 year" shall change to "3 months or any extension thereto," and paragraph (D) (3)(i) of 52.249-2 shall be deleted.

13. DEFAULT OF SELLER

The provisions of FAR 52.249-8 as in effect on the date of this order are incorporated in this paragraph by reference. Where necessary to make this FAR part applicable to this Purchase Order, "Contractor" shall mean "Seller", "Contracting Officer" shall mean "Buyer" and "Government" shall mean "Buyer" or the "Government". In addition to the causes of default listed in FAR 52.249-8(a)(1), should bankruptcy, insolvency, dissolution, receivership or equivalent proceedings be instituted by or against Seller, upon Seller's making any assignment for the benefit of creditors or entering into any such arrangement or upon Seller's becoming insolvent, Buyer shall have the right to terminate this Purchase Order in accordance with subparagraph (a) of 52.249-8.

14. SUBCONTRACTING

Seller shall not subcontract all or substantially all work of any deliverable item to be supplied under this Purchase Order without prior written approval of Buyer. This provision shall not apply to purchases of standard commercial articles or raw materials including castings, forgings, and rough welded structures on which Seller will perform further work. The Seller further agrees that no subcontract placed under this Purchase Order shall provide for payment on a cost-plus-a-percentage-of-cost basis. The Seller further agrees to select subcontractors on a competitive basis to the maximum practical extent consistent with the objectives and requirements of this Purchase Order.

15. ASSIGNMENT

This Contract inures to the benefit of the parties and their successors. Neither this Purchase Order nor any payments hereunder are assignable or transferable by Seller without Buyer's written approval, which approval will not be unreasonably withheld. The Buyer reserves the right to assign its rights and/or obligations under this Purchase Order, upon notice to Seller.

16. RESPONSIBILITY FOR SUPPLIES

Except as specifically otherwise provided herein, Seller shall bear the risk of loss for all supplies being purchased under this Purchase Order until acceptance thereof by Buyer, and shall bear all risk of loss as to rejected supplies or supplies requiring correction after notice of rejection notwithstanding any prior acceptance.

17. PROTECTION OF INFORMATION

- A. Unless expressly stated otherwise herein, the exchange of information under this Order shall be governed by this Order and, in particular this clause 22, which supersedes any prior agreement between Buyer and Seller to protect information relating to the purpose of this Order.
- B. "Proprietary Information" means information that is not generally known in the industry in which the company is engaged, in the possession, ownership or control of the Company or its employees, or contractors as well as all Data or other information exchanged under this Order in written or other permanent form that is identified in writing at the time of disclosure as proprietary and marked with an appropriate legend, marking or stamp identifying the Data as proprietary to the Party disclosing the information, and includes any information marked with a restrictive legend as prescribed in the DFARS 252.227-7013 or 252.227-7014 or in the FAR 52227-14. Proprietary Information shall also include information originally disclosed in some other form (e.g., orally or visually) to the extent that the disclosing Party:
 - 1. Identifies the information as proprietary at the time of original disclosure;
 - 2. Summarizes the Proprietary Information in writing;
 - 3. Marks the writing clearly and conspicuously with an appropriate proprietary legend; and,
 - 4. Delivers the writing to the receiving Party within thirty (30) days of the original disclosure.
- C. "Confidential Information" includes, but is not limited to, information related to trade secrets, programs, business plans, inventions (whether patentable, patented or not), processes, formulas, existing or contemplated products, technical data, services, technology, concepts, computer programs, plans, studies, techniques, designs, specifications,

GENERAL PROVISIONS - TCMF-218

- patterns, contracts, presentations, and business information, and including information related to any research, development, manufacture, purchasing, engineering, know-how, sales or marketing methods, competitive analyses, methods of doing business, customer lists, or customer usages or requirements.
- D. "Safeguarding" means measures or controls that are prescribed to protect information systems.
- E. Seller shall make no use, either directly or indirectly, of any of Buyer's Proprietary Information or any information derived therefrom, except in performing this Order, without obtaining Buyer's written consent and shall return Buyer's Proprietary Information upon Buyer's request. The foregoing limitation on disclosure and use shall not apply to Data or information which (i) was in the rightful possession of the receiving Party without restriction, prior to the first receipt from the disclosing Party; or (ii) now or hereafter, through no act or failure to act on the part of the receiving Party, becomes generally known and available to the public without restriction; or (iii) is hereafter disclosed and made available to a receiving Party without restriction by others having the right to make such disclosure.
- F. Seller agrees that all information heretofore or hereafter furnished or disclosed to Buyer by Seller in connection with the placing or performance of this Order is furnished or disclosed as a part of the consideration for this Order; that such information is not, unless otherwise agreed to by Buyer in writing, to be treated as confidential or proprietary; and that Seller shall assert no claims (other than for patent infringement) by reason of the use or disclosure of such information by Buyer, its assigns, or its customers and Seller shall not place any restrictive markings on such information. Any agreement purporting to provide for the confidential treatment of, or limiting the use of or disclosure of, Seller information so furnished or disclosed, must be in writing and signed by Buyer.
- G. Seller further hereby grants to Buyer a non-exclusive, irrevocable, worldwide, right and license to copy, modify, use and disclose to the U.S.G. or any higher tier contractor, any information received from Seller, including Seller Proprietary Information, for the performance of this Order and any higher tier contract from which this Order is issued.
- H. All documents and other tangible media (excluding Products) transferred in connection with this Order, together with any copies thereof, are and remain the property of Buyer.
- I. Neither the existence of this Order nor the disclosure hereunder of Proprietary Information or any other information shall be construed as granting expressly, by implication, by estoppel or otherwise, a license under any invention or patent now or hereafter owned or controlled by Buyer or Buyer's Customer, except as specifically set forth herein.
- J. Seller's obligations with respect to information or Data disclosed hereunder prior to the performance in full, termination or cancellation of this Order shall not, except as expressly set forth herein, be affected by such performance in full, termination or cancellation.
- K. Notwithstanding the foregoing, nothing in this clause is intended to affect the rights or exercise of rights, if any, obtained by the U.S. Government under the "Rights in Technical Data — Noncommercial Items" clause, DFARS 252.227- 7013, and "Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation" clause, DFARS 252 227-7014, or any similar or successor clauses, or other clauses that may be contained in any contracts or subcontracts between Buyer and Seller and any customer.
- L. If Subcontractors performance involves the transmission, storage, processing or development of Proprietary Information, Confidential or Personal Information, over a network, the Subcontractor shall apply the following basic safeguarding requirements and procedures to protect covered subcontractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:
1. Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
 2. Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
 3. Verify and control/limit connections to and use of external information systems.
 4. Control information posted or processed on publicly accessible information systems.
 5. Identify information system users, processes acting on behalf of users, or devices.
 6. Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
 7. Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
 8. Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
 9. Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
 10. Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
 11. Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

GENERAL PROVISIONS - TCMF-218

12. Identify, report, and correct information and information system flaws in a timely manner.
13. Provide protection from malicious code at appropriate locations within organizational information systems.
14. Update malicious code protection mechanisms when new releases are available.
15. Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
16. This clause does not relieve the Subcontractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI).
17. The Subcontractor shall include the substance of this clause in all lower tier subcontracts under this subcontract in which the subcontractor may have Northrop Grumman Proprietary, Confidential or Personal Information in or transiting through its information system.

18. INSURANCE AND INDEMNITY

- A. The Seller shall indemnify and save harmless Buyer from and against all losses, liabilities, claims, or demands whatsoever (including, without limitation, costs and expenses in connection therewith), for any personal injury or death, for any damage to or loss or destruction of property, in any manner based upon, occasioned by, or attributable or related to: (i) breach of Seller's warranty, (ii) performance of the goods and services supplied hereunder, or (iii) during performance of this Purchase Order, except to the extent that such injury to or death of persons or damage to or loss or destruction of property is due to the sole negligence of Buyer.
- B. The Seller shall, throughout the performance of this Purchase Order and the warranty term, maintain in effect and require all subcontractors and others performing any of such work under this Purchase Order to maintain in effect, and furnish satisfactory evidence of, insurance of the types and with respective limits not less than the minimum amounts set forth below. Neither the procurement, maintenance, nor limits of the coverage set forth below shall relieve the Seller of liability for loss or damage in excess of the policy coverage or limits specified herein or duty to indemnify.

TYPE OF COVERAGE	LIMITS OF LIABILITY (MINIMUM)
<u>REQUIRED</u>	
Worker's Compensation (with waiver of Subrogation in favor of Buyer)	Statutory Limits
Employer's Liability (with waiver of Subrogation in favor of Buyer)	\$100,000.00 each person \$100,000.00 each employee \$500,000.00 disease aggregate
Motor Vehicle Liability (covering owned, leased and non-owned vehicles) Buyer to be named as additional insured.	\$1,000,000.00 bodily injury and property damage combined, each accident in the aggregate
General Liability (Including Completed Operations Coverage, Products Liability coverage, Broad Form Property Damage, and Blanket Contractual Liability Coverage endorsed to cover Seller's contractual liability assumed under paragraph A above). Buyer to be named as additional insured.	\$2,000,000.00 bodily injury and property damage each occurrence \$5,000,000.00 in the aggregate
<u>REQUIRED IF WORK INVOLVES SUCH EXPOSURES</u>	
Longshoreman's and Harbor Worker's Coverage	Statutory Limits
Contractors Protective Liability Coverage (if Seller uses Subcontractors)	Same limits as General Liability Policy

19. PATENT INDEMNITY

Seller shall indemnify and hold harmless Buyer, Buyer's customer and/or the Government and their respective officers, agents and employees against liability, including costs, for infringement of any United States patent arising out of the manufacture or delivery of supplies under this Purchase Order or out of the use or disposal by, or for the account of, Buyer, Buyer's customer and/or the Government of such supplies. The foregoing indemnity shall not apply unless Seller shall have been promptly informed by Buyer, Buyer's customer and/or the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules or regulations to participate in the defense thereof.

Such indemnity shall not apply if:

- A. The infringement results from compliance with specific written instructions of Buyer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of this Purchase Order not normally used by Seller, or
- B. The infringement results from an addition to, or change in, the supplies furnished made subsequent to delivery or performance by Seller, or
- C. The claimed infringement is settled without the consent of Seller, unless required by final decree of a court of competent jurisdiction.

20. PATENTS

- A. Whenever any invention or discovery is made or conceived by the Seller or its personnel in the course of any of the work under this Agreement, the Seller shall keep signed, witnessed and dated records of all such information thereon; and the Seller agrees to assign to Buyer all such inventions and discoveries pertaining to the work under this Purchase Order, together with such patent or patents as may be obtained thereon, in this and all foreign countries, and, upon request by Buyer, will at any time during the life of this Purchase Order and after the Seller's termination for any reason, execute all proper papers for use in applying for, obtaining and maintaining such United States and foreign patents as Buyer may desire, and will execute and deliver all proper assignments thereof, when so requested but at no expense to the Seller and subject to relevant provisions of any foreign country patent laws. The Seller shall communicate to Buyer, its successors, assigns, nominees, or other legal representatives, all facts known to the Seller respecting each such invention or discovery, whenever requested, and testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths and do all lawful acts requisite for the applications or the procuring thereof, and for the obtaining or enforcing of any patent resulting therefrom, but at no expense to the Seller. Buyer may, in its discretion, give credit to the inventor when applying for such United States and foreign patents.
- B. Except as otherwise authorized in writing by Buyer, the Seller shall obtain, at its own expense, patent agreements to effectuate the purposes of the preceding paragraph from all persons who perform any part of the work under this Agreement except clerical, production and maintenance employees, and supervisors of such employees.
- C. Promptly upon expiration or termination of this Purchase Order or upon Buyer's request, the Seller guarantees that it will:
 - (1) Make complete disclosures of all discoveries and inventions not previously disclosed; and
 - (2) Certify in writing that such disclosures are complete.
- D. "Background Intellectual Property" shall mean Intellectual Property that is (i) in existence prior to the effective date of this Order or (ii) is designed, developed or licensed by a Party after the effective date of this Order independently of both (A) the Work undertaken or in connection with this Order and (B) the Proprietary Information and Intellectual Property of the other Party to this Order.
- E. "Foreground Intellectual Property" shall mean all Intellectual Property conceived, created, acquired or initially reduced to practice in connection with this Order.
- F. Each Party shall retain and exclusively own all rights in its Background Intellectual Property and in all Foreground Intellectual Property that it creates Foreground Intellectual Property jointly generated by employees of more than one Party shall be jointly owned. Neither Party shall have any obligation to account to the other Party for income arising from use of the jointly owned Foreground Intellectual Property. Nothing in this clause shall modify or alter any rights that the U.S.G. may have in any Products and/or Services, including Data or software deliverables to the U.S.G.
- G. Seller hereby grants to Buyer a non-exclusive, worldwide, right and license to copy, modify, use, sell, offer for sale and disclose any Work or other deliverable delivered by Seller under this Order for the performance of this Order and any higher tier contract. If the Work or other deliverable contains third party intellectual property, Seller agrees to obtain the rights from the third party that are sufficient for Seller to grant Buyer the rights in the above license. Seller warrants that it has the rights in the Work or other deliverable sufficient to grant to Buyer the above license.

21. GOVERNMENT OR BUYER FURNISHED PROPERTY

If, in connection with the performance of this Purchase Order, any property is furnished to Seller by Buyer or by the Government, such property shall be used only for the performance of work under this Purchase Order, and Seller shall assume the risk of, and be responsible for, any loss, destruction of or damage to any such property while in Seller's possession or control except to the extent that this Purchase Order, with the prior approval of the Buyer and/or Government, provides for the relief of Seller from such liability. In the absence of such approval, Seller shall return all such property in as good a condition as when received except for reasonable wear and tear or the utilization of such property in accordance with the provisions of this Purchase Order. Seller shall establish and maintain a system in accordance with the provisions of FAR Subpart 45.5 for the control of Government or Buyer-owned property. Seller shall also notify Buyer if approval of its property system has been withdrawn by the Government. Title to furnished property shall at all times be retained by Buyer or its customer. Upon request, Seller shall provide Buyer with proof of adequate insurance against such risk of loss.

22. UNLIMITED RIGHTS

In accordance with DFARS 252.227-7013 (b) (1), all technical data and computer software will be furnished to the Buyer with unlimited rights.

23. INVOICE AND PAYMENT

- A. A separate invoice shall be issued for each shipment. Unless otherwise specified in this Purchase Order, no invoice shall be issued prior to shipment of goods and no payment will be made prior to receipt of goods and a correct invoice. Payment due dates, including discount periods, will be computed from the date of receipt of goods or the date of receipt of a correct invoice (whichever is later) to the date Buyer's check is issued. Unless freight and other charges are itemized, any discount taken will be taken on the full amount of invoice. All costs included in the invoice must be computed in accordance with the latest revision of Section 31 of FAR and allowable in accordance with the principles therein. No payment shall be made for costs included in the invoice that are unallowable by Section 31. Further, Buyer reserves the right to offset outstanding payments to Seller for any amounts assessed by the Government under subparagraph (b) of this clause.
- B. Seller shall comply with the provisions of FAR 52.215-10, 52.215-11, 52.215-12, and 52.215-13 which are incorporated herein by reference to the extent such clauses are or become applicable to this Purchase Order. Seller shall indemnify and hold harmless the Buyer from any amount, loss and expense, including interest assessed by the Government under 10 U.S.C. 2306(a) by which this Purchase Order is determined by the Government to have been defectively priced because of Seller's or Seller's subcontractor's failure to comply with such provisions. The rights of the parties hereunder shall survive completion or termination of this Purchase Order.

24. MILITARY SECURITY REQUIREMENTS

- A. Seller shall be responsible for safeguarding all classified information in accordance with the provisions of the Seller's Security Agreement with the Department of Defense and with all applicable Government requirements including, without limitation, of FAR 52.204-2 (delete paragraph (C) of the clause) which is incorporated herein by reference.
- B. Seller agrees to insert in all subcontracts under this Purchase Order which involve access to classified information, provisions which shall conform substantially to the language of Subparagraph (A) above and to this Subparagraph (B).

25. EQUAL OPPORTUNITY

The information set forth in FAR clause 52.222-26 and in FAR Section 22.810 as applicable, as in effect on the date of the Purchase Order is incorporated herein by reference unless this Purchase Order is exempt under regulation issued by the Secretary of Labor. Where necessary to make the FAR applicable to this Purchase Order, the word "Contractor" shall mean "Subcontractor."

26. CHOICE OF LAW

Irrespective of the place of performance, this Purchase Order will be construed and interpreted according to the federal judicial bodies and boards of contract appeals of the federal Government. To the extent that the federal common law of Government contracts is not dispositive, the laws of the State of Maryland shall apply.

27. FEDERAL, STATE, AND LOCAL TAXES

Except as may be otherwise provided in this Purchase Order, the price includes all applicable Federal, State and Local taxes and duties. Seller warrants that it shall indemnify and hold Buyer harmless from any claim or cause of action and all costs relating thereto (including reasonable attorney's fees) arising from Seller's actual or alleged failure to pay all or any part of such taxes.

28. COMPLIANCE WITH LAWS AND REGULATIONS

- A. Seller agrees to indemnify Buyer and hold Buyer harmless, against any loss, cost, liability, or damage by reason of Seller's violation of any applicable law, executive order or regulation.
- B. If a Government Contract Number is indicated, Seller agrees that performance under this Purchase Order is subject to applicable regulations and directives of the United States Government.
- C. In performance of this Purchase Order, the Seller shall comply with, and give all stipulations and representations required by, all Federal laws, regulations, requirements, and executive orders, including but not limited to the Fair Labor Standards Act, the Occupational Safety and Health Act of 1970, and Title VII of the Civil Rights Act, as amended, as well as all state, municipal, and local laws of the state in which performance of this Purchase Order takes place.
- D. Seller shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including, without limitation, section 27 of the Office of Federal Procurement Policy Act (the Procurement Integrity Act), (41

U.S. Code (U.S.C.) 2101-2105) and its implementing regulations. In addition, Seller agrees to promptly provide Buyer any and all information and certifications requested by Buyer in this regard. Anti-Corruption Compliance. Seller represents, warrants and covenants that: I. It has not and will not, directly or indirectly, pay, promise, offer, or authorize the payment of any money or anything of value in connection with this Order to: (i) an officer, employee, agent or representative of any government, including any department, agency or instrumentality thereof or any person acting in an official capacity thereof; (ii) a candidate for political office, any political party or any official of a political party; or (iii) any other person or entity while knowing or having reason to know that all or any portion of such payment or thing of value will be offered, given or promised, directly or indirectly, to any person or entity for the purpose of assisting Buyer in obtaining or retaining business, or an improper business advantage. Without limiting the generality of the foregoing, Seller shall not directly or indirectly, pay, promise, offer, or authorize the payment of any facilitating payment intended to expedite or secure performance of a routine governmental action, such as, customs clearance on behalf of Buyer.

- E. No gifts, travel expenses, business courtesies, hospitalities or entertainment of any nature have been or will be accepted or made in connection with this Order where the intent of was, or is, to unlawfully influence the recipient of the gift, travel expense, business courtesy, hospitality or entertainment. Seller also represents that any gifts, travel expenses, business courtesies, hospitalities or entertainment offered or provided shall meet the following conditions: i. be permitted under the U.S. Foreign Corrupt Practices Act (FCPA) and the laws and regulations of the country in which this order will be performed; ii. be consistent with applicable social and ethical standards and accepted business practices; iii. be of such limited value as not to be deemed a bribe, payoff or any other form of improper inducement or payment, and iv. be of such nature that its disclosure will not cause embarrassment for Buyer. . Breach of any of the foregoing provisions of subparagraphs C1. and C.2. of this clause by Seller shall be considered an irreparable material breach of this Order and shall entitle Buyer to terminate this Order immediately without compensation to Seller.

29. EXPORT CONTROL

- A. Seller agrees to comply fully with all applicable U.S. export control laws and regulations as they may apply to any hardware, software, information, or the direct product of such information, furnished to Seller under this Purchase Order. Seller agrees that it will not permit the re-export of any the above (including to foreign nationals employed by, associated with, or under contract to Seller or Seller's lower-tier suppliers) without the authority of an Export License or applicable License Exception.
- B. Seller agrees to notify Buyer if any deliverable work under this Purchase Order is restricted by export control laws or regulations.
- C. Seller shall immediately notify the Buyer Procurement Representative if Seller is listed in any Denied Parties List or if Seller's export privileges are otherwise denied, suspended, or revoked in whole or in part by any U.S. Government entity or agency. At Buyer's request, Seller will provide Buyer with all data Buyer may need to apply for and obtain an Export License or applicable License Exception.

30. COMPLETE AGREEMENT; ORDER OF PRECEDENCE

The various documents constituting this Purchase Order shall insofar as is possible, be so interpreted as to be consistent with one another. In the event that a conflict or ambiguity arises in the interpretation of this Purchase Order, said conflict or ambiguity shall be resolved in accordance with the following order of precedence, with the first listed item having a higher precedence than latter listed items:

- A. Purchase Order Face Sheets
- B. Statement of Work, General Requirements
- C. Special Terms and Conditions
- D. TCOM TCMF-218
- E. Specifications
- F. Drawing(s)
- G. FAR/DFAR Regulations
- H. Other Documents

31. ARBITRATION

All disputes, claims or controversies arising under or in connection with this Purchase Order and its interpretation or performance, including the validity, scope and enforceability of this Article, and which are not otherwise settled by the parties, shall be settled by arbitration. The arbitration shall be held in Baltimore, Maryland, and shall be conducted in accordance with the "Rules of Arbitration of the International Chamber of Commerce" in effect at the time the proceedings begin. In the event of a conflict between such rules and the provisions of this Article, such rules shall apply.

GENERAL PROVISIONS - TCMF-218

The arbitration proceedings and all communications relating thereto shall be in English. The arbitration shall be conducted by a panel of three (3) arbitrators, one of whom shall be named by each party. The third arbitrator who shall act as Chairman shall be determined in accordance with the applicable "Rules of Conciliation and Arbitrations of the International Chamber of Commerce". The arbitrators shall decide each issue presented to them in writing and by a majority vote. Arbitration proceedings, shall be conducted in accordance with the substantive laws of the State of Maryland, excluding its choice of law rules.

All information relating to or disclosed by either party in connection with the arbitration of any dispute relating to this Purchase Order shall be treated by the parties, the representatives of the parties, and the arbitration panel as confidential business information. Such information shall not be disclosed by the arbitrators without the prior written authorization of both parties. The arbitrators shall divide all costs incurred in conducting the arbitration in the final award in accordance with what they deem just and equitable under the circumstances. Each party shall bear the burden of its own counsel fees incurred in connection with the arbitration proceedings under this Purchase Order. The decision of the arbitrators shall be final and binding. Any award made by the arbitrators shall be the sole and exclusive remedy of the parties. Both parties hereby waive any and all rights to a judicial review of the arbitrators' decision and any award included therein. Judgement upon the award returned by the arbitrators may be entered in the United States District Court for the Southern District of New York or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be. Any legal action arising out of this Contract, including the enforcement of any decision and award of the arbitrators shall be brought in the United States District Court for the Southern District of New York. Both parties hereby agree to exclusive jurisdiction of such court and submit to same.

Unless otherwise directed by Buyer pending the final disposition of any dispute hereunder, Seller shall proceed diligently with the performance of this Purchase Order or any change hereto in accordance with the decision and instructions of Buyer, provided that Buyer shall pay Seller the amount due in accordance with this Purchase Order, subject to final disposition of the dispute.

32. LIENS

Seller warrants that it has title to the goods to be delivered under this Purchase Order and shall deliver same free of all liens, claims and encumbrances.

33. NEWS OR ADVERTISING RELEASE

No news release in any way relating to Buyer or Seller concerning the Purchase Order shall be made by either party to any news media or the general public without prior approval of the other Party. The parties agree that in the event a news release is so approved and made, such news will recognize the Buyer and Seller. The Seller shall inform its personnel accordingly.

34. LANGUAGE AND STANDARDS

All reports, correspondence, drawings, notices, markings, and other communications shall be in the English language. The English version of the Contract shall prevail. Unless otherwise provided in writing, all documentation and work shall use the units of U.S. standard weights and measures.

35. PACKAGE AND SHIPPING

- A. Unless otherwise specified, all Work is to be packed in accordance with good commercial practice to prevent damage and deterioration during shipping, handling, and storage.
- B. A complete packing list shall be enclosed with all shipments. Seller shall mark containers or packages with necessary lifting, loading, and shipping information, including the Buyer contract number, item number, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include this Contract number.
- C. For Work shipped within the United States, unless otherwise specified, delivery shall be FOB Destination. For Work imported into the United States, unless otherwise specified, delivery shall be DDP Buyer's facility indicated on the title page of the Contract in accordance with INCOTERMS 2010.

36. NOTIFICATION OF STATUS CHANGES

- A. Seller agrees to provide prompt notification to Buyer of any event or change in circumstances that could affect Seller's performance under this Order such as ineligibility to contract with U.S.G., debarment, assignment of consent agreement, designation under U.S. or foreign sanctions laws and regulations, expiration or cancellation of ITAR regulations, initiation or existence of a U.S.G. investigation, change in place of performance, decrease in manufacturing capacity, diminishing manufacturing sources or material shortages, increase in production

requirements, labor reductions, financial or organizational conflicts of interest, and significant financial conditions requiring any of the preceding changes.

- B. Seller shall notify Buyer of any proposed change in Control within thirty (30) days prior to such event. The notice shall describe in reasonable detail the proposed transaction structure and any proposed changes to management, operations, domicile, key locations, the board of directors and/or ownership (along with a commitment to cooperate with Buyer and provide additional information reasonably requested related to such proposed change in Control). Seller shall not effect a change in Control without prior, written consent from Buyer, such consent not to be unreasonably withheld. For purposes of this Order, "Control" means the power, directly or indirectly, to (a) vote more than fifty percent of the securities that have ordinary voting power for the election of Seller's directors; or (b) direct, or cause the direction of, the management and policies of Seller whether by voting power, contract, or otherwise. If a Person or Entity obtains "Control" by acquiring more than fifty percent of the securities that have ordinary voting power for the election of Seller's directors, that acquisition may be accomplished by one or multiple transfers. For purposes of this Order, "Person or Entity" means a natural person, corporation, limited partnership, general partnership, limited liability company, limited liability partnership, joint stock company, joint venture, association, company, trust, or other organization, whether or not a legal entity, and a government or agency or political subdivision of that entity.
- C. Failure to provide the notice under this clause shall be deemed a material breach of this Order.

36. PARTIAL INVALIDITY, NONWAIVER, REMEDIES

- A If any provision in this Order is or becomes void or unenforceable by force or operation of law, or is deemed invalid, the void, unenforceable or invalid portion shall be severable, and the remaining terms and conditions shall remain in full force and effect.
- B. A Party's failure at any time to enforce any provision of this Order shall not constitute a waiver of the provision or prejudice a Party's right to enforce that provision at any subsequent time.
- C. Each of the rights and remedies reserved by Buyer in this Order shall be cumulative and additional to any other or further remedies provided in law or equity or in this Order.

37. RELATIONSHIP OF THE PARTIES

The relationship of Seller to Buyer shall be that of an independent contractor and nothing herein contained shall be construed as creating any employer/employee, agency, or other relationship of any kind. Seller's employees, agents and/or representatives (hereinafter "Employees") performing under this Order shall at all times be under Seller's direction and control and Seller shall so inform them. Seller shall pay all wages, salaries, and other amounts due its Employees in connection with this Order and shall be responsible for all reports and obligations for its Employees, including, but not limited to, social security and income tax withholdings, unemployment compensation, worker's compensation, and equal employment opportunity reporting. Under no circumstance shall Seller be deemed an agent or representative of Buyer or authorized

38. PLANT SECURITY AND SAFETY

If this Order requires Seller's personnel to enter premises under the ownership or control of Buyer or Buyer's customer, Seller agrees to abide by and comply with, and require its employees and subcontractors to abide by and comply with, all rules and regulations pertaining to plant security and safety as may be prescribed by Buyer and/or Buyer's customer, including but not limited to, badging, citizenship requirements and background investigations.

39. SUSPECT/COUNTERFEIT PARTS

- A. This clause is applicable to all Orders. If DFARS 252.246-7007 and DFARS 252.246-7008 are also applicable to this Order, the provisions of paragraphs (a) — (e) of DFARS 252.246-7007, including its definition of "electronic parts," are incorporated in this paragraph by reference and "Contracting Officer" shall mean "Buyer". Seller shall establish and maintain a material authenticity process that ensures the requirements of these clauses or other authenticity requirements in this Order are met. Seller's obligation to substantiate authenticity shall survive acceptance of and payment for Products delivered under this Order.
- B. Seller shall not furnish suspect counterfeit or counterfeit parts to Buyer under this Order. All material delivered under this Order shall be authentic and traceable to the original manufacturer. Seller shall provide authenticity and traceability records to Buyer upon request. Seller shall immediately notify Buyer if Seller cannot provide electronic parts, components, and/or assemblies traceable to the original component manufacturer or the original equipment manufacturer. Upon receipt of such notification, Buyer reserves the right to terminate this Order at no cost to Buyer or require specific material validation test and inspection protocol requirements to Seller.
- C. If suspect counterfeit or counterfeit parts are furnished under this Order and are found in any of the Products delivered hereunder, such items will be impounded by Buyer. Seller shall promptly replace such suspect/counterfeit parts with parts acceptable to the Buyer. Seller shall be liable for all costs relating to the removal and replacement of said parts,

including without limitation Buyer's external and internal costs of removing such suspect/counterfeit parts, of reinserting replacement parts and of any testing or validation necessitated by the reinstallation of Seller's Products after suspect/counterfeit parts have been exchanged. Buyer's remedies described herein shall not be limited by any other clause agreed upon between Buyer and Seller in this Order and are in addition to any remedies Buyer may have at law, equity or otherwise under this Order. At Buyer's request, Seller shall return any removed suspect counterfeit or counterfeit parts to Buyer in order that Buyer may turn such parts over to its U.S.G. customer for further investigation. For purposes of this clause, Seller agrees that any U.S.G. directive/information or GtDEP alert, indicating that such parts are suspect counterfeit or counterfeit, shall be deemed definitive evidence that Seller's Products contain suspect counterfeit or counterfeit parts.

D. Seller agrees to insert the substance of this clause, including this sentence, in any lower tier subcontract

40. COMPLETE AGREEMENT

This Order together with all attachments, exhibits, and other items specifically referenced in or attached to this Order is the Parties' final expression of their agreement and is the complete and exclusive statement of all terms and conditions of agreement. This Order supersedes and cancels all prior understandings, proposals, communications, whether oral or written, and agreements between the Parties, whether such understandings, proposals, communications, and agreements were written or oral, concerning the matters addressed in this Order. No course of prior dealings between the Parties, and no usage of trade, shall be relevant to supplement or explain any term used in this Order. The descriptive headings contained in this Order are for convenience of reference only and in no way define, limit or describe the scope or intent of this Order.

41. RESPONSE TO AUDIT

Buyer shall not be prohibited from providing copies of the Agreement, including any purchase order or any other document incorporated into the Agreement, to federal, state or other regulatory agencies as requested by either Buyer's or government auditors to comply with auditing procedure.

42. CUSTOMS-TRADE PARTNERSHIP AGAINST TERRORISM (C-TPAT) PROGRAM

Buyer supports the U.S. Customs and Border Protection (CBP) in the C-TPAT program. This program is designed to protect the supply chain from the introduction of terrorist contraband (weapons, explosives, biological, nuclear or chemical agents, etc.) in shipments to Buyer originating from off-shore of the U.S., or in drop shipments to Seller's sub-tier suppliers, Buyer's customers or other subcontractors originating from off-shore of the U.S. Seller shipments through U.S. importers, from manufacturers in foreign countries, and brokers/freight forwarders/carriers must be with transportation companies that are C-TPAT validated by the U.S. Customs Service. In addition, Seller agrees to take such reasonable measures as may be required by Buyer to ensure the physical integrity and security of all shipments under this Order against the unauthorized introduction of harmful or dangerous materials, drugs, contraband, weapons or weapons of mass destruction or introduction of unauthorized personnel in transportation conveyances or containers. Such measures may include, but are not limited to, physical security of manufacturing, packing and shipping areas, restrictions on access of unauthorized personnel to such areas; personnel screening to the maximum limits of law or regulations in Seller's or manufacturer's country; and development, implementation and maintenance of procedures to protect the security and integrity of all shipments. Seller shall contact Buyer's PCO for assistance in identifying transportation companies that are validated under the C-TPAT program. Information about C-TPAT can be found at www.cbo.gov.

43. CONFLICT MINERALS

If Seller is providing Products to Buyer under this Order, Seller shall use commercially reasonable efforts to:

- A. identify whether such Products contain tin, tantalum, gold or tungsten;
- B. determine whether any such minerals originated in covered countries, as defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"); and
- C. perform appropriate due diligence on its supply chain in support of Buyer's obligations under the Act.

In addition, Seller shall, as soon as reasonably practicable following the completion of the calendar year, provide a completed Conflict Minerals Reporting Template, using the form found at <http://www.conflictreesourcing.org/conflict-minerals-reporting-template>. If requested, Seller will promptly provide information or representations that Buyer reasonably believes are required to meet Buyer's conflict minerals compliance obligations.

44. FAR FLOWDOWN PROVISIONS

A. INCORPORATION OF FAR CLAUSES

- 1. When the materials or products furnished are for use in connection with a Government contract or subcontract, in addition to the General Provisions, the following provisions shall apply, as required by the terms of the prime

GENERAL PROVISIONS - TCMF-218

contract or by operation of law or regulation. In the event of a conflict between these FAR provisions and the General Provisions, the FAR provisions shall control.

2. The Federal Acquisition Regulation (FAR) clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Contract. The effective date of each clause listed below shall be the date of the Prime Contract Award. The Contracts Disputes Act shall have no application to this Contract. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Contract.

B. GOVERNMENT SUBCONTRACT

This Contract is entered into by the parties in support of a U.S. Government contract.

As used in the FAR clauses referenced below and otherwise in this Contract:

1. "Commercial Item" means a commercial item as defined in FAR 2.101.
2. "Contract" means this Contract.
3. "Contracting Officer" shall mean the U.S. Government Contracting Officer for TCOM, L.P.'s government prime contract under which this Contract is entered.
4. "CONTRACTOR" means the SELLER, acting as the immediate (first tier) subcontractor to TCOM, L.P.
5. "Prime Contract" means the contract between TCOM, L.P. and the U.S. Government or between TCOM, L.P. and its higher tier contractor who has a contract with the U.S. Government.
6. "Subcontract" means any contract placed by the CONTRACTOR or lower-tier subcontractors under this Contract.

C. NOTES

1. Substitute "TCOM, L.P." for "Government" or "United States" as applicable throughout this clause.
2. Substitute "TCOM, L.P. Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and TCOM, L.P." after "Government" or "Contracting Officer", as appropriate, throughout this clause.
4. Insert "or TCOM, L.P." after "Government" throughout this clause.
5. Communication/notification required under this clause from/to the CONTRACTOR to/from the Contracting Officer shall be through TCOM, L.P.

AMENDMENTS REQUIRED BY PRIME CONTRACT

CONTRACTOR agrees that upon the request of TCOM, L.P. it will negotiate in good faith with TCOM, L.P. relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as TCOM, L.P. may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" clause of this Contract.

Clause Title	FAR Reference
Gratuities	52.203-3
Covenant Against Contingent Fee	52.203-5
Restrictions on Subcontractor Sales to the Government	52.203-6
Anti-Kickback Procedures	52.203-7
Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	52.203-8
Price or Fee Adjustment for Illegal or Improper Activity	52.203-10
Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	52.203-11
Limitation on Payments to Influence Certain Federal Transactions	52.203-12
Contractor Code of Business Ethics and Conduct	52.203-13
Display of Hotline Poster(s)	52.203-14
Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	52.203-15
Preventing Personal Conflicts of Interest	52.203-16
Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	52.203-17

GENERAL PROVISIONS - TCMF-218

Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements Representations	52.203-18
Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	52.203-19
Security Requirements	52.204-2
Personal Identity Verification of Contractor Personnel	52.204-9
Reporting Executive Compensation and First Tier Subcontract Awards	52.204-10
Basic Safeguarding of Covered Contractor Information Systems	52.204-21
Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	52.204-23
Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment	52.209-6
Material Requirements	52.211-5
Defense Priority and Allocation Requirements	52.211-15
Audit and Records - Negotiation	52.215-2
Price Reduction for Defective Certified Cost or Pricing Data	52.215-10
Price Reduction for Defective Certified Cost or Pricing Data - Modifications	52.215-11
Subcontractor Certified Cost or Pricing Data	52.215-12
Subcontractor Certified Cost or Pricing Data - Modifications	52.215-13
Integrity of Unit Prices (Less Paragraph B)	52.215-14
Pension Adjustments and Asset Reversions	52.215-15
Facilities Capital Cost of Money	52.215-16
Waiver of Facilities Capital Cost of Money	52.215-17
Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	52.215-18
Notification of Ownership Changes	52.215-19
Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Plan	52.215-20
Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications	52.215-21
Limitations of Pass-Through Charges	52.215-23
Cost Sharing Contract- No Fee - Applicable if this is a cost sharing, no fee order	52.216-12
Incentive Price Revision - Firm Target	52.216-16
Incentive Price Revision - Successive Targets	52.216-17
Utilization of Small Business Concerns	52.219-8
Small Business Subcontracting Plan	52.219-9
Notice to the Government of Labor Disputes	52.222-1
Contract Work Hours and Safety Standards - Overtime Compensation	52.222-4
Non-displacement of Qualified Workers	52.222-17
Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (Walsh-Healey Public Contracts Act)	52.222-20
Prohibition of Segregated Facilities	52.222-21
Previous Contacts and Compliance Reports	52.222-22
Affirmative Action Compliance	52.222-25
Equal Opportunity	52.222-26 (b)
Equal Opportunity for Special Disables Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	52.222-35
Equal Opportunity for Workers with Disabilities	52.222-36
Employment Reports on Veterans	52.222-37
Compliance with Veterans' Employment Reporting Requirements NOTE: Applicable to any Order over the Simplified Acquisition Threshold and not for the acquisition of commercial items.	52.222.38
Notification of Employee Rights Under the National Labor Relations Act. NOTE: Applicable to any Order greater than \$10,000.	52.222-40
Service Contract Labor Standards. NOTE: Applicable only to the extent that such clause is in Buyer's higher-tier contract and this Order is subject to the Service Contract Labor Standards Statute.	52.222-41
Combating Trafficking in Persons	52.222-50
Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, Or Repair of Certain Equipment -Requirements	52.222.51
Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements	52.222-53
Employment Eligibility Verification	52.222-54
Minimum Wages Under Executive Order 13658	52.222-55

GENERAL PROVISIONS - TCMF-218

Certification Regarding Trafficking in Persons Compliance Plan	52.222-56
Hazardous Material Identification and Material Safety Data	52.223-3
Drug Free Workplace	52.223-6
Notice of Radioactive Materials	52.223-7
Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons	52.223-11
Acquisition of EPEAT® - Registered Televisions	52.223-14
Encouraging Contractor Policies to Ban Text Messaging While Driving	52.223-18
Privacy Act	52.224-2
Buy American Act – Supplies	52.225-1
Duty-Free Entry	52.225-8
Restrictions on Certain Foreign Purchases	52.225-13
Contractors Performing Private Security Functions Outside the United States	52.225-26
Authorization and Consent - Alternate I	52.227-1
Notice and Assistance Regarding Patent and Copyright Infringement	52.227-2
Refund of Royalties	52.227-9
Filing of Patent Applications-Classified Subject Matter	52.227-10
Patent Rights-Retention by the Contractor	52.227-11
Rights in Data - General	52.227-14
Commercial Computer Software License	52.227-19
Insurance-Work on a Government Installation	52.228-5
Cost Accounting Standards	52.230-2
Disclosure and Consistency of Cost Accounting Practices	52.230-3
Cost Accounting Standards - Educational Institutions	52.230-5
Administration of Cost Accounting Standards	52.230-6
Interest	52.232-17
Unenforceability of Unauthorized Obligations	52.232-39
Providing Accelerated Payments to Small Business Subcontractors	52.232-40
Industrial Resources Developed Under Title III, Defense Production Act	52.234-1
Accident Prevention	52.236-13
Protection of Government Buildings, Equipment, and Vegetation	52.237-2
Bankruptcy	52.242-13
Stop Work Order (Notes 1 and 2 apply)	52.242-15
Changes – Fixed Price	52.243-1
Change Order Accounting	52.243-6
Subcontracts (paragraphs (h) and (i) only apply)	52.244-2
Competition in Subcontracting	52.244-5
Subcontracts for Commercial Items	52.244-6
Government Property and Alternates I and II	52.245-1
Inspection of Supplies - Fixed-Price (Note 2 applies, note 3 applies)	52.246-2
Inspection of Supplies - Fixed Price - applies if this order is fixed price	52.246-4
Responsibility for Supplies	52.246-16
Preference for U.S.- Flag Air Carriers	52.247-63
Preference for Privately Owned U.S.-Flag Commercial Vessels	52.247-64
Value Engineering (Note1 and 3 applies)	52.248-1
Termination for Convenience of the Government (Fixed-Price) "Government shall mean "Buyer." In paragraph (d) the term "45 days" is changed to "90 days. The term "one-year" in paragraph (e) is changed to "six months". The term "90 days" in paragraph (l) is changed to "forty-five days."	52.249-2
Termination (Cost-Reimbursement)	52.249-6
Excusable Delay	52.249-14

DOD FAR SUPPLEMENT (DFARS) FLOWDOWN CLAUSES

When the materials or products furnished are for use in connection with a U. S. Government Department of Defense contract or subcontract, in addition to the General Provisions and the FAR provisions, the following provisions shall apply, as required by the terms of the prime contract by operation of law or regulation. In the event of a conflict between these DFARS provisions and the General Provisions or the FAR provisions, the DFARS provisions shall control.

GENERAL PROVISIONS - TCMF-218

The following clauses set forth in the DFARS in effect as of the date of the prime contract are incorporated herein by reference. In all clauses listed herein, the terms "Government", "Contracting Officer" and "Contractor" shall be revised to suitably identify the contracting parties under this Purchase Order and effect the proper intent of the provision except where further clarified or modified below. "Subcontractor", however, shall mean "Sellers Subcontractor" under this Purchase Order. The Seller, by signing its offer, hereby certifies compliance with the following clauses and is, therefore, eligible for award.

Clause Title	DFAR Reference
Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies NOTE: Applicable to all first-tier Orders greater than the simplified acquisition threshold	252.203-7001
Display of Hotline Posters	252.203-7004
Disclosure of Information	252.204-7000
Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	252.204-7009
Safeguarding Covered Defense Information and Cyber Incident Reporting	252.204-7012
Limitations on the Use or Disclosure of Information by Litigation Support Contractors	252.204-7014
Notice of Authorized Disclosure of Information for Litigation Support	252.204-7015
Intent to Furnish Precious Metals as Government Furnished Materials	252.208-7000
Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	252.209-7004
Small Business Subcontracting Plan (DOD Contracts)	252.219-7003
Restrictions on Employment of Personnel	252.222-7000
Restrictions on the Use of Mandatory Arbitration Agreements	252.222-7006
Hazard Warning Labels	252.223-7001
Safety Precautions for Ammunition and Explosives	252.223-7002
Change in Place of Performance - Ammunition and Explosives	252.223-7003
Prohibitions on Storage, Treatment and Disposal of Toxic and Hazardous Materials	252.223-7006
Safeguarding Sensitive Conventional Arms, Ammunition and Explosive	252.223-7007
Prohibition of Hexavalent Chromium	252.223-7008
Buy American Act and Balance of Payments Program	252.225-7001
Qualifying Country Sources as Subcontractors	252.225-7002
Prohibition on Acquisition of United States Munitions List Items From Communist Chinese Military Companies	252.225-7007
Restriction on Acquisition of Certain Articles Containing Specialty Metals	252.225-7009
Preference for Certain Domestic Commodities	252.225-7012
Duty Free Entry	252.225-7013
Restriction on Acquisition of Hand or Measuring Tools	252.225-7015
Restriction on Acquisition of Ball and Roller Bearings	252.225-7016
Restriction on Acquisition of Foreign Anchor and Mooring Chain	252.225-7019
Trade Agreements	252.225-7021
Restriction on the Acquisition of Forgings	252.225-7025
Restriction on Contingent Fee for Foreign Military Sales	252.225-7027
Exclusionary Policies and Practices of Foreign Governments	252.225-7028
Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate	252.225-7030
Secondary Arab Boycott of Israel	252.225-7031
Waiver of United Kingdom Levies	252.225-7033
Buy American – Free Trade Agreement – Balance of Payments Program	252.225-7036
Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States	252.225-7040
Antiterrorism/Force Protection for Defense Contractors Outside United States	252.225-7043
Export-Controlled Items	252.225-7048
Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	252.226-7001
Rights in Technical Data - Noncommercial Items	252.227-7013
Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	252.227-7014
Technical Data - Commercial Items	252.227-7015
Rights in Bid or Proposal Information	252.227-7016
Validation of Asserted Restrictions - Computer Software	252.227-7019

GENERAL PROVISIONS - TCMF-218

Limitation on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends	252.227-7025
Deferred Delivery of Technical Data or Computer Software	252.227-7026
Deferred Ordering of Technical Data or Computer Software	252.227-7027
Technical Data - Withholding of Payment	252.227-7030
Validation of Restrictive Markings on Technical Data	252.227-7037
Patent Rights-Ownership by the Contractor (Large Business)	252.227-7038
Patents – Reporting of Subject Inventions	252.227-7039
Ground and Flight Risk NOTE: Applicable if included in Buyer’s higher-tier contract.	252.228-7001
Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles	252.228-7005
Supplemental Cost Principles	252.231-7000
Frequency Authorization and Alternate I	252.235-7003
Protection Against Compromising Emanation	252.239-7000
Cloud Computing Services	252.239-7010
Telecommunications Security Equipment Devices, Techniques and Services	252.239-7016
Pricing of Contract Modifications	252.243-7001
Subcontracts for Commercial Items	252.244-7000
Warranty of Data	252.246-7001
Notification of Potential Safety Issues	252.246-7003
Contractor Counterfeit Electric Part Detection and Avoidance System	252.246-7007
Sources of Electric Parts	252.246-7008
Transportation of Supplies by Sea	252.247-7023
Notification Anticipated Contract Termination or Reduction	252.249.7002