

LATITUDE CORP
ADDITIONAL TERMS AND CONDITIONS IN SUPPORT OF A
U.S. GOVERNMENT PRIME CONTRACT OR SUBCONTRACT

1. INCORPORATION BY REFERENCE. These Additional Terms and Conditions are incorporated in their entirety into any Purchase Order issued in support of a U.S. Government Contract. In the event of a conflict between these Additional Terms and Conditions and the Latitude Corp.'s Purchase Order Terms and Conditions, these Additional Terms and Conditions shall prevail.

2. RATED ORDER. If this is a "rated order" certified for national defense use, Seller shall follow all the requirements of the Defense Priorities and Allocation System Regulations (15 C.F.R. Part 700).

3. CERTIFICATIONS. By accepting or performing this Purchase Order, Seller certifies that:

a. Neither Seller nor any of its Principals are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency. "Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

b. Neither Seller nor any of its affiliates are owned or controlled by the government of a country that is a state sponsor of terrorism.

c. Seller: (i) is in compliance with Sec. 202 of Executive Order 11246, as amended by Executive Order 11375, and subsequent Executive Orders and the Rules and Regulations set forth by the Secretary of Labor in effect as of the date of this Executive Order; (ii) does not and will not provide or maintain at any of its establishments, nor permit its employees to perform their services at any location under its control where there are maintained segregated facilities; and (iii) agrees that a breach of this Certification violates the Equal Employment clause of Executive Order 11246. "Segregated Facilities" means facilities which are in fact segregated on a basis of race, color, religion, sex or national origin. Seller agrees to: (1) obtain an identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; and (2) maintain such certifications in its files. The penalty for making a false representation is prescribed under 18 U.S.C. 1001 and any such false representation shall be a material breach of this Purchase Order.

d. If it has participated in a previous prime contract or subcontract subject to FAR 52.222-26, "Equal Opportunity," that Seller has filed all required compliance reports.

e. If it has previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor (41 CFR 601 and 60-2), that Seller has developed and has on file at each establishment affirmative action programs required by such rules and regulations.

f. If Seller is registered in the System for Award Management ("SAM"), by accepting a Purchase Order, Seller certifies that its representations and certifications in SAM (or any other successor system) are current, accurate and complete as of the date of Seller's acceptance of an offer for a given Purchase Order, including, but not limited to, Seller's representations and certifications regarding Seller's size or socioeconomic status. By accepting a Purchase Order, Seller certifies that its representations and certifications in Seller's most recently executed Annual Supplier Certification are current, accurate and complete as of the date of Seller's acceptance of an offer for a given Purchase Order including, without limitation, Seller's representations and certifications regarding Seller's size or socioeconomic status. Seller's representations and certifications in SAM, if any, and Seller's representations and certifications in its most recently executed Annual Supplier Certification are incorporated herein by reference.

g. To the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this Purchase Order. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of Seller with respect to this Purchase Order, Seller shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. Seller need not report regularly employed officers or employees of Seller to whom payments of reasonable compensation were made. Submission of this certification and disclosure is a prerequisite for making or entering into this Purchase Order imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure. As used in this Certification, "Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8) and the remaining terms are defined in FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions."

h. Seller shall implement the security requirements required by DFARS clause 252.204-7012, "Safeguarding Covered Defense Information and Cyber Incident Reporting."

i. Seller will not provide "covered telecommunications equipment or services," as defined in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, to Latitude in the performance of this or any Purchase Order.

j. Unless Seller sells only COTS items (as defined in Section 8 below) to Latitude, Seller certifies that it has, within the within the last 3 years, conducted a Basic Assessment as described in DFARS 252.204-7020(d)(1) and submitted the summary level scores of such assessments for all contractor information systems covered by Defense Federal Acquisition Regulation System (DFARS) clause 252.204-7020 to the Government for posting to the Seller Performance Risk System, and that Seller fully complies with the requirements of DFARS 252.204-7020.

3. CERTIFICATES OF CONFORMANCE. Unless otherwise specified in the Purchase Order, the Seller shall include with each shipment a certificate of conformance whereby the Seller certifies that the materials or services supplied are of the quantity specified and conform in all respects with the purchase order and or contract requirements and that the materials were mined, produced, or manufactured in the United States except where specifically noted. The Seller must certify that if specialty metals are used, the materials comply with the specialty metals restrictions implemented through the DFARS. The certificate of conformance shall further include the following:

- Supplier Name
- Supplier Location
- Cage Code
- Customer Name
- Purchase Order # & Line #
- Purchase Order Qty
- Part Number/Rev
- Drawing Number
- Part Description
- Our Job/Lot Number
- Job/Lot Qty
- PO Ship Qty from Job/Lot.

Latitude will not accept shipments of Supplies that do not contain a properly executed Certificate of Conformance as required in this Section 3.

4. EQUAL EMPLOYMENT OPPORTUNITY. Latitude and Seller shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-741.5(a) and 29 CFR Part 471, Appendix A to Subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or expression, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity or expression, national origin, protected veteran status or disability. Seller shall include this Section 4 in each lower-tier subcontract it issues.

5. EXPORT CONTROLS AND ECONOMIC SANCTIONS:

a. Seller agrees to comply with all applicable export control, re-export control, and economic sanctions laws and regulations, including but not limited to: (i) the Export Administration Regulations (EAR) maintained by the U.S. Department of Commerce, (ii) the International Traffic in Arms Regulations (ITAR) administered by the U.S. Department of State, (iii) the various trade and economic sanctions regulations and programs administered by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC regulations) and the U.S. Department of State's Office of Terrorism Finance and Economic Sanctions Policy, and (iv) any and all export controls or economic

sanctions maintained by the European Union (EU), United Kingdom (UK) or any other government authority to which Seller is subject (collectively “Export Control Laws”).

b. Seller shall obtain and maintain any and all authorizations, licenses, and registrations required under the above Export Control Laws, including those required by the U.S. Department of State (if it is engaged in the manufacture of ITAR-controlled defense articles) and those required under the EAR, ITAR, OFAC regulations, or other export control or economic sanctions regime required for the sale to Latitude under this Purchase Order. Seller will identify and furnish in writing to Latitude: (i) documentation identifying any items, articles, services, technology, software, and/or technical data for which an export license is required; (ii) written confirmation of the relevant export classification and licensing information necessary for export, including but not limited to the category numbers or other export classification designators of items under the applicable export control regimes (*e.g.*, Export Control Classification Numbers (ECCNs) under the Commerce Control List or Categories under the U.S. Munitions List); and (iii) copies of any applicable export license exceptions and export license authorizations obtained by Seller. If the articles or technical data are sourced from outside the United States, or are otherwise subject to the Export Control Laws of a country other than the United States, it is the responsibility of the Seller to so notify Latitude and to comply with all Export Control Laws of that country as related to the sale or transfer of the article.

c. Any controlled technical data (including, but not limited to, drawings, designs, specifications, blueprints, CAD information, and other technical documents or electronic information related to the production, manufacture, or maintenance of a controlled article) that is provided to Latitude shall be appropriately labeled as controlled pursuant to the ITAR, EAR, and/or other applicable laws. Any controlled technical data that is communicated to Latitude shall be provided using secure communication protocols designed for the purpose of complying with the Export Control Laws. Under no circumstances should such information be emailed using systems that are not designed for the secure communication of controlled technical data.

d. Seller agrees that no goods, articles, services, technology, software, or technical data supplied are sourced from or originate from any country, government, organization or person that is: (a) subject to U.S., EU, or British economic sanctions or other applicable sanction regimes; (b) designated as a Specially Designed National by OFAC, (c) blocked by the EU pursuant to EU economic sanctions, or blocked pursuant to any other economic sanctions regime; or (d) restricted or debarred pursuant to the above Export Control Laws, including but not limited to, the ITAR, the EAR, or the U.S. Department of Defense Federal Acquisition Regulations.

e. Where the sale or transfer of a defense article subject to the ITAR or a dual-use item that is subject to the 600-series controls of the EAR is to occur, Seller is responsible for safeguarding all ITAR- or EAR-controlled technical data until the article at issue is received by Latitude, including for both the export of the technical data to a non-U.S. destination and allowing its access by a non-U.S. national within the United States. Seller shall also safeguard the physical security of any defense articles or 600-series articles produced, including both within its facility and while being shipped. Seller shall take appropriate steps to ensure that no export-controlled articles, services, software, technology, or technical data can be shipped to a controlled country (or otherwise accessed by unauthorized non-U.S. nationals) without the appropriate export licenses. Where the Seller is arranging shipping of a controlled article, it is the responsibility of the Seller to use a carrier that maintains

procedures designed to comply with the requirements of the Export Control Laws, and to provide any required notifications to the carrier that the shipment involves a controlled article.

f. If the Seller is a signatory to a Technical Assistance Agreement (TAA) or a Manufacturing License Agreement (MLA) with Latitude, Seller shall provide prompt notification in writing of any changed circumstances that would require modification to the terms of such an agreement, including any potential violation of the terms of the agreement, any ineligibility to export, any investigation into alleged violations of any of the above Export Control Laws, any self-disclosure of potential export controls violations, any addition of non-U.S. personnel to any project covered by such an agreement, or any other circumstances that affect the ability of Seller to perform pursuant to the terms of the agreement.

g. Seller shall immediately notify Latitude if it is or becomes listed on any Excluded or Denied Party List maintained by any U.S., EU, or British agency, or if any government denies, suspends, or revokes its export privileges.

h. Seller shall prepare and provide accurate invoices and documentation for each shipment that will allow Latitude to comply with the export and import requirements of U.S. Customs & Border Protection (CBP). Such invoices and/or documentation and the contents therein shall accurately and completely reflect the transaction subject to this Purchase Order and provide the following information: (a) the name and address of the Seller; (b) the terms of sale; (c) the total quantity of goods being shipped; (d) a description of the goods being shipped; (e) the country of origin of the goods; (f) the valuation of the goods; (g) the currency in which the goods are priced; and (h) any discounts that have been included for the shipment, if not reflected in the unit price.

i. Seller shall promptly notify Latitude in writing of any suspected or known violation of the above Export Control Laws of which it becomes aware. Seller agrees that it will fully cooperate in any export controls investigation related to the subject matter of the Purchase Order, including by providing full access to relevant personnel and records to aid Latitude in the investigation of any suspected violation, following reasonable notice by Latitude.

j. Upon completion of performance of this Purchase Order, Seller and its lower-tier subcontractors shall as directed by Latitude, return or destroy all export-controlled technical data, technology, hardware or other items. Seller shall provide a certificate of destruction for all destroyed items.

k. Seller agrees to indemnify, defend, and hold harmless Latitude, including Latitude's parent companies, subsidiaries, shareholders, members, partners, directors, managers, officers, employees, insurers, agents, customers, successors, and assigns, from and against any and all fines, penalties, claims, demands, actions, losses, injuries, damages, costs (including legal costs, experts' fees, and attorneys' fees), expenses, and liabilities (including costs of investigation of potential Export Control Laws' violations) that may arise as a result of Seller's breach of any of the Export Control Laws or provisions within this Section 5.

6. DISPUTES.

a. If Latitude elects to prosecute any dispute involving this Purchase Order under the disputes procedure applicable to the U.S. Government prime contract or higher-tier subcontract, Seller shall cooperate fully with Latitude in prosecuting the dispute. Seller shall be bound by the final outcome of the disputes procedure if Latitude has afforded Seller an opportunity to participate in Latitude's prosecution of the dispute.

b. Pending the final resolution of any dispute arising out of or relating to this Purchase Order, Seller shall proceed diligently with performance of this Purchase Order, including the delivery of goods and performance of services, in accordance with Latitude's direction.

7. COUNTERFEIT WORK.

a. The following definitions apply to this clause:

i. "Counterfeit Work" means goods that are or contain unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used goods represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

ii. "Suspect Counterfeit Work" means goods for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the goods part is authentic.

b. Seller shall not deliver Counterfeit Work or Suspect Counterfeit Work to Latitude under this Purchase Order.

c. Seller shall only purchase products to be delivered or incorporated as Goods to Latitude directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Seller may use another source only if (i) the foregoing sources are unavailable, (ii) Seller's inspection and other counterfeit risk mitigation processes will be employed to ensure the authenticity of the Goods, and (iii) Seller obtains the advance written approval of Latitude.

d. Seller shall maintain counterfeit risk mitigation processes in accordance with industry recognized standards and with any other specific requirements identified in this Purchase Order.

e. Seller shall immediately notify Latitude with the pertinent facts if Seller becomes aware that it has delivered Counterfeit Work or Suspect Counterfeit Work. When requested by Latitude, Seller shall provide OCM/OEM documentation that authenticates

traceability of the affected items to the applicable OCM/OEM. Seller, at its expense, shall provide reasonable cooperation to Latitude in conducting any investigation regarding the delivery of Counterfeit Work or Suspect Counterfeit Work under this Purchase Order.

f. This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flowdown, or other provision included in this Purchase Order addressing the authenticity of the goods.

g. In the event that the Goods delivered under this Purchase Order constitutes or includes Counterfeit Work, Seller shall, at its expense, promptly replace such Counterfeit Work with genuine goods conforming to the requirements of this Purchase Order. Notwithstanding any other provision in this Purchase Order, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation Latitude's and its customer's costs of removing Counterfeit Work, of installing replacement goods and of any testing necessitated by the reinstallation of goods after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies Latitude may have at law, equity or under other provisions of this Purchase Order.

h. Seller shall include this Section 7 paragraphs (a) through (g) and this paragraph (h) of this clause or equivalent provisions in lower-tier subcontracts for the delivery of items that will be included in or furnished as goods to Latitude.

8. FAR/DFARS CLAUSES. The following clauses set forth in the Federal Acquisition Regulation ("FAR" available at <https://www.acquisition.gov/browsefar>) and the Department of Defense FAR Supplement ("DFARS" available at <https://www.acquisition.gov/dfars>) in effect as of the date of the Purchase Order are incorporated herein by reference with the same force and effect as if they were given in full text. For purposes of this Purchase Order, the following clauses shall operate, impose the obligations and responsibilities of the parties, and be interpreted as if: "Government" means "Latitude," "Contracting Officer" means an authorized representative of Latitude's purchasing department, "Contract" means this "Purchase Order," "Offeror" means "Seller," "Contractor" means "Seller," "Subcontractor" means Seller's lower-tier subcontractors and suppliers, and "Disputes clause" means the disputes provisions in this Purchase Order. For clauses marked with an asterisk (*) references to the "Government" shall remain the U.S. Government.

Commercially available off-the-shelf" or "COTS" means any item of supply that is (a) a Commercial Product; (as defined in FAR 2.101); (b) sold in substantial quantities in the commercial marketplace; and (c) offered to the Government under this Purchase Order, without modification, in the same form in which it is sold in the commercial marketplace.

Latitude may modify this list of clauses to add any clauses that are reflected in an applicable prime contract or higher-tier subcontract or in subsequent modifications to an applicable prime contract or higher-tier subcontract. Accordingly, Seller agrees that upon the request of Latitude, Seller will negotiate in good faith with Latitude relative to modifications to this Purchase Order to incorporate additional provisions herein or to change provisions hereof, as Latitude may reasonably deem necessary in order to comply with the provisions of an applicable prime contract or higher-tier subcontract, or with the provisions of modifications to an applicable prime contract or higher-tier subcontract.

Seller shall include these FAR and DFARS clauses in each lower-tier subcontract it issues, as applicable.

1. The following FAR clauses apply to all Purchase Orders with the parenthetical conditions outlined below.

FAR	Clauses
52.202-1	Definitions
52.203-6	Restrictions on Subcontractor Sales to the Government (applies to Purchase Orders with a value over \$250,000)
52.203-7	Anti-Kickback Procedures (applies to Purchase Orders with a value over \$150,000, except paragraph (c)(1))
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (applies to Purchase Orders with a value over \$150,000)
52.203-13	Contractor Code of Business Ethics and Conduct (applies to Purchase Orders that: (i) have a value exceeding \$6 Million; and (ii) have a performance period of more than 120 days; all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.)
52.203-15	Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (applies to Purchase Orders funded in whole or in part with Recovery Act funds)
52.203-17	Contractor Employee Whistleblower Rights (applies to Purchase Orders with a value exceeding \$250,000)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
52.204-19	Incorporation by Reference of Representations and Certifications (applies if Seller is registered in the System for Award Management)
52.204-21	Basic Safeguarding of Covered Contractor Information Systems (applies to Purchase Orders if Seller may have Federal contract information residing in or transiting through its information system; not applicable to Purchase Orders for COTS items)
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (except paragraph (b)(2))
52.204-27	Prohibition on a ByteDance Covered Application

52.204-30	Federal Acquisition Supply Chain Security Orders – Prohibition (except paragraph (c)(1))
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (applies to Purchase Orders with a value exceeding \$35,000, unless Purchase Orders are for COTS items)
52.211-5	Material Requirements
52.211-15	Defense Priority and Allocation Requirements (applies to Rated Purchase Orders)
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (applies to Purchase Orders that may require the submission of certified cost or pricing data)
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications (applies to Purchase Orders that may require the submission of certified cost or pricing data for modifications)
52.219-8	Utilization of Small Business Concerns (applies to Purchase Orders that offer subcontracting opportunities)
52.219-28	Post-Small Business Program Representation
52.222-1	Notice to the Government of Labor Disputes
52.222-3	Convict Labor
52.222-4	Contract Work Hours and Safety Standards — Overtime Compensation (applies to Purchase Orders that may require or involve the employment of laborers and mechanics)
52.222-19	Child Labor—Cooperation with Authorities and Remedies
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment (applies to Purchase Orders with a value exceeding \$15,000)
52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity
52.222-35	Equal Opportunity for Veterans (applies to Purchase Orders with a value equal to or exceeding \$150,000)
52.222-36	Equal Opportunity for Workers with Disabilities (applies to Purchase Orders with a value exceeding \$15,000)

52.222-37	Employment Reports on Veterans (applies to Purchase Orders with a value equal to or exceeding \$150,000)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (applies to Purchase Orders with a value exceeding \$10,000 that will be performed wholly or partially in the United States)
52.222-41	Service Contract Labor Standards (applies to Purchase Orders for services that are subject to the Service Contract Labor Standards)
52.222-50	Combating Trafficking in Persons (the requirements of paragraph (h) of the clause only apply to the portion of the Purchase Order that: (i) is for supplies, other than commercially available off-the-shelf items, acquired outside the United States; and (ii) has an estimated value that exceeds \$550,000)
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (applies to Purchase Orders for services if Seller certifies it qualifies for an exemption under FAR 52.222-48)
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services – Requirements (applies to Purchase Orders for services if Seller certifies it qualifies for an exemption under FAR 52.222-52)
52.222-54	Employment Eligibility Verification (applies to Purchase Orders that: (i) are for services (except Commercial Services (as defined in FAR 2.101) that are part of the purchase of COTS items, or items that would be COTS items, but for minor modifications, performed by COTS providers, normally provided for the COTS items) or construction; (ii) have a value exceeding \$3,500; and (iii) include work performed in the United States)
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026 (applies to Purchase Orders for services that are subject to the Service Contract Labor Standards and are to be performed in whole or in part in the United States)
52.222-62	Paid Sick Leave Under Executive Order 13706 (applies to Purchase Orders for services that are subject to the Service Contract Labor Standards and are to be performed in whole or in part in the United States)

52.223-3	Hazardous Material Identification and Material Safety Data (applies to Purchase Orders that involve the delivery of hazardous materials as defined in FAR 23.301)
52.223-7	Notice of Radioactive Materials (applies to Purchase Orders for radioactive materials meeting the criteria in paragraph (a) of the clause)
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (applies to Purchase Orders for Goods that are manufactured with or contain ozone-depleting substances)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (applies to Purchase Orders with a value exceeding \$3,000)
52.225-1	Buy American Act—Supplies (applies to Purchase Orders for the delivery of end products that will be delivered directly to the Government as-is (e.g., spare parts))
52.225-3	Buy American Act – Free Trade Agreements – Israeli Trade Act (applies to Purchase Orders for end products that will be delivered to the Government as-is (e.g., spare parts))
52.225-5	Trade Agreements (applies to Purchase Orders for the delivery of end products that will be delivered directly to the Government as-is (e.g., spare parts))
52.225-8	Duty-Free Entry
52.225-13	Restrictions on Certain Foreign Purchases
52.227-1*	Authorization and Consent (applies to Purchase Orders with a value exceeding \$250,000)
52.227-2*	Notice and Assistance Regarding Patent and Copyright Infringement (applies to Purchase Orders with a value over \$250,000)
52.227-3*	Patent Indemnity
52.227-9*	Refund of Royalties (applies to Purchase Orders in which the amount of royalties reported during negotiation of the Purchase Order exceeds \$250)
52.227-11*	Patent Rights-Ownership by the Contractor (applies to Purchase Orders for experimental, developmental, or research work)

52.227-14*	Rights in Data – General (applies to Purchase Orders where data will be produced, furnished, or acquired)
52.227-16*	Additional Data Requirements (applies to Purchase Orders for experimental, developmental, research, or demonstration work)
52.227-19*	Commercial Computer Software License
52.229-3	Federal, State, and Local Taxes
52.232-39	Unenforceability of Unauthorized Obligations
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (applies to Purchase Orders awarded to small businesses)
52.233-3	Protest After Award (in paragraph (b)(2), the term “30 days” is changed to “15 days”)
52.234-1	Industrial Resources Developed Title III, Defense Production Act
52.242-13	Bankruptcy
52.244-6	Subcontracts for Commercial Products and Commercial Services
52.245-1*	Government Property (applies to Purchase Orders that involve receipt or purchase of Government property)
52.245-9	Use and Charges (applies if FAR 52.245-1 applies to the Purchase Order)
52.247-63	Preference for U.S.-Flag Air Carriers (applies to Purchase Orders that may involve international air transportation)
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (not applicable to Purchase Orders for commercial products or commercial services unless an exception in paragraph (e)(4) of the clause applies)
52.248-1	Value Engineering (applies to Purchase Orders with a value exceeding \$250,000)

52.249-2	Termination for Convenience of the Government (Fixed-Price) (applies when the Government has terminated for convenience the prime contract and the prime contract includes this clause; in paragraph (c), the reference to "120 days" is changed to "45 days", in paragraph (d) the reference to "15 days" is changed to "45 days" and the reference to "45 days" is changed to "90 days", in paragraph (e), the reference to "1 year" is changed to "60 days", and in paragraph (1), the reference to "90 days" is changed to "30 days")
52.249-8	Default (Fixed-Price Supply and Service) (applies when the Government issues a written notice for default under the prime contract and the prime contract includes this clause; the refence to "10 days" in paragraph (a)(2) is changed to "7 days")

2. The following DFARS clauses apply to all Purchase Orders issued in support of higher-tiered subcontracts in support of, or Prime Contracts with, the U.S. Department of Defense in accordance with the parenthetical conditions outlined below.

DFARS	Clauses
252.203-7000	Requirements Relating to Compensation of Former DoD Officials
252.203-7002	Requirements to Inform Employees of Whistleblower Rights
252.203-7003	Agency Office of the Inspector General (applies if FAR 52.203-13 applies)
252.204-7000	Disclosure of Information (applies to Purchase Orders when the Seller will have access to or generate unclassified information that may be sensitive and inappropriate for public release)
252.204-7003	Control of Government Personnel Work Product
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (applies to Purchase Orders for operationally critical support, or for which Order performance will involve covered defense information)
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services
252.204-7020	NIST SP 800-171 DoD Assessment Requirements (not applicable to Purchase Orders solely for COTS items)
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material (not applicable if the item being purchased contains no precious metals)

252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism (applies to Purchase Orders that exceed \$35,000)
252.211-7000	Acquisition Streamlining (applies to Purchase Orders with a value exceeding \$1.5 million)
252.211-7003	Item Unique Identification and Valuation
252.215-7010	Requirements for Certified Cost or Pricing Data Other Than Certified Cost or Pricing Data – Basic (applies to Purchase Orders with a value exceeding \$250,000)
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements
252.223-7001	Hazard Warning Labels (applies to Purchase Orders for goods that require submission of hazardous material data sheets)
252.223-7008	Prohibition of Hexavalent Chromium
252.225-7001	Buy American and Balance of Payments Program – Basic (applies to Purchase Orders in lieu of FAR 52.225-1 when the Order is for end products that will be delivered to the Government as-is (e.g., spare parts))
252.225-7002	Qualifying Country Sources as Subcontractors
252.225-7007	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies (applies to Purchase Orders for the acquisition of items covered by the United States Munitions List of the International Traffic in Arms Regulations or the 600 series of the Commerce Control List)
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (excluding paragraph (d)) and (e)(1); applies to Purchase Orders that require delivery of items that contain specialty metals)
252.225-7012	Preference for Certain Domestic Commodities
252.225-7013	Duty-Free Entry (applies in lieu of FAR 52.225-8; does not apply to Purchase Orders for supplies that will not enter the customs territory of the U.S.)
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings
252.225-7021	Trade Agreements (applies when the Purchase Order is for end products that will be delivered to the Government as-is (e.g., spare parts))
252.225-7025	Restriction on Acquisition of Forgings (applies to Purchase Orders for forging items or for other items that contain forging items)
252.225-7027	Restriction on Contingent Fees for Foreign Military Sales

252.225-7028	Exclusionary Policies and Practices of Foreign Governments (applies to Purchase Orders in support of prime contracts for supplies for use outside the United States or for construction to be performed outside the United States)
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate
252.225-7031	Secondary Arab Boycott of Israel
252.225-7036	Buy American – Free Trade Agreements – Balance of Payments Program (applies when the Purchase Order is for end products that will be delivered to the Government as-is (e.g., spare parts))
252.225-7048	Export-Controlled Items
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten (applies to Purchase Orders with a value that exceeds \$250,000)
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime
252.255-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region (applies to Purchase Orders for products utilizing funds made available by DoD)
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (applies to Purchase Orders with a value exceeding \$500,000)
252.227-7013*	Rights in Technical Data – Other than Commercial Products and Commercial Services (applies to Purchase Orders where technical data for other than commercial products or commercial services, or for commercial products or commercial services developed in any part at Government expense, is to be obtained from Seller for delivery to the Government under this Purchase Order)
252.227-7014*	Rights in Other than Commercial Computer Software and Other than Commercial Computer Software Documents (applies to Purchase Orders if other than commercial computer software or computer software documentation is to be obtained from Seller for delivery to the Government under this Purchase Order)
252.227-7015*	Technical Data — Commercial Products and Commercial Services (applies to Purchase Orders where technical data related to commercial products or commercial services developed in any part at private expense will be obtained from Seller for delivery to the Government under this Purchase Order)
252.227-7016*	Rights in Bid or Proposal Information
252.227-7017*	Identification and Assertion of Use, Release, or Disclosure Restrictions (applies to Purchase Orders that involve the delivery of technical data and/or computer software to the Government)

252.227-7019*	Validation of Asserted Restrictions – Computer Software (applies to Purchase Orders that involve furnishing computer software to the Government)
252.227-7025*	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends
252.227-7026*	Deferred Delivery of Technical Data or Computer Software
252.227-7027*	Deferred Ordering of Technical Data or Computer Software
252.227-7028*	Technical Data or Computer Software Previously Delivered to the Government
252.227-7030*	Technical Data — Withholding of Payment
252.227-7037*	Validation of Restrictive Markings on Technical Data (applies to Purchase Order that require the delivery of technical data)
252.227-7038*	Patent Rights – Ownership by the Contractor (Large Business) (applies to Purchase Orders for experimental, developmental, or research work; applies in lieu of FAR 52.227-11)
252.228-7001	Ground and Flight Risk (paragraph (f) does not apply to Purchase Orders for commercial products or commercial services)
252.228-7005	Mishap Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (applies to Purchase Orders that require Seller cooperation and assistance in mishap investigations)
252.235-7003	Frequency Authorization – Basic (applies to Purchase Orders requiring the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required)
252.239-7001	Information Assurance Contractor Training and Certification (applies if Seller’s personnel will access information systems for the purpose of performing information assurance functions)
252.239-7016	Telecommunications Security Equipment, Devices, Techniques and Services (applies to Purchase Orders which require securing telecommunications)
252.239-7018	Supply Chain Risk (applies if the Purchase Order involves the acquisition of information technology, whether acquired as a service or as a supply, that is a covered system, is a part of a covered system, or is in support of a covered system as defined at DFARS 239.7301)
252.243-7001	Pricing of Contract Modifications
252.243-7002	Requests for Equitable Adjustment
252.244-7000	Subcontracts for Commercial Products or Commercial Services

252.246-7001	Warranty of Data - Basic
252.246-7003	Notification of Potential Safety Issues (applies to Purchase Orders for (i) Parts identified as critical safety items; (ii) Systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) Repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system)
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System (applies to Purchases Orders where the supplies include electronic parts or assemblies containing electronic parts; only Subsections (a) through (e) of the clause are applicable to Purchase Orders)
252.246-7008	Sources of Electronic Parts
252.247-7023	Transportation of Supplies by Sea - Basic
252.249-7002	Notification of Anticipated Contract Termination or Reduction