



**ORBITAL ATK
ORBITAL SCIENCES CORPORATION
PURCHASE ORDER (Commercial Resupply)
TERMS AND CONDITIONS**

and their permitted successors and assigns.

1. **ACCEPTANCE** – This Commercial Purchase Order (“Order”) constitutes an offer by BUYER which is accepted by SELLER solely in accordance with the terms set forth herein and is effective upon the earlier of SELLER’s (i) signing and returning the acknowledgement copy hereof or (ii) commencement of work described herein or (iii) delivery, in whole or in part, of deliverable products or items (“Products”) set forth under this Order. This Order integrates, merges, and supersedes any prior or contemporaneous offers, negotiations, communications, (including any terms found in any SELLER form) and agreements concerning the subject matter hereof and constitutes the entire agreement between the parties. Unless expressly accepted in writing by BUYER, additional or differing terms or conditions proposed by SELLER or included in SELLER’s acknowledgment are objected to by BUYER and have no effect
2. **ADDENDA** – The SELLER acknowledges that it has thoroughly examined all schedules, exhibits, specifications, statements of work drawings, data, information and riders which may be attached hereto and referenced herein as part of this Order. The SELLER further acknowledges that it has available to it all required specifications, drawings and data incorporated in this Order, and that such specifications, drawings and data are complete and adequate to enable SELLER to perform all work required herein in accordance with all technical specifications, requirements documents and delivery schedule set forth herein. SELLER shall strictly comply with the requirements set forth in all Addenda.
3. **APPLICABLE LAW/DISPUTES** – This Order shall be construed in accordance with and governed by the laws of the Commonwealth of Virginia without giving effect to the provisions, policies, or principles thereof relating to choice or conflict of laws. All disputes arising out of or related to this Order shall be adjudicated in a court of competent jurisdiction within the Commonwealth of Virginia. The parties each agree to irrevocably submit and consent to the exclusive jurisdiction and venue of courts located in Virginia and waive their rights to challenge the personal jurisdiction of those courts over it. SELLER shall be obligated as a material condition of this Order to continue performing all of its obligations under the Order (including any proposed changes which are the subject of a dispute) in a diligent and timely manner notwithstanding a dispute between the parties. This clause shall survive completion of and/or termination, in any manner whatsoever, of this Order.
4. **ASSIGNMENT AND SUBCONTRACTING** –
 - a. No assignment of any rights, including rights to monies due hereunder or delegation of any duties under this Order shall be binding upon BUYER unless its written consent has been first obtained. This Order shall be binding upon and shall inure to the benefit of the parties
5. **BUYER APPROVAL** – BUYER approval or inspection of documents and/or deliverables (including, without limitation, designs, data, and analysis), shall not relieve the SELLER of the responsibility for any error, deficiency, or noncompliance which may exist in the documents and/or deliverables. The SELLER shall be responsible for meeting all Order requirements irrespective of any BUYER approval or inspection.
6. **BUYER FURNISHED PROPERTY** – Unless otherwise provided in this Order, all property provided to SELLER by BUYER shall be provided “AS IS” and without warranty. While in the custody of SELLER, SELLER shall manage, maintain, and preserve such property in accordance with good commercial practice. BUYER shall have access at all reasonable times to the premises on which such BUYER property is located for the purpose of inspecting or retrieving that property when necessary. Title to any property, including material, tooling and/or equipment either (i) to be furnished to SELLER by BUYER for this Order or (ii) to be acquired by SELLER for performance of this Order, shall remain with or shall vest in BUYER. Title to such property shall not be affected by incorporation or attachment to other property. Use of such property other than in performance of this Order must be authorized in writing by BUYER in advance. With the exception of reasonable wear and tear, SELLER shall bear the risk of loss for such property. At the completion or termination of this Order, or when instructed by BUYER, SELLER shall deliver such property to BUYER, F.O.B. SELLER’s address. BUYER shall not be liable for any late delivery of any such equipment or delivery of such equipment that is in a condition not suitable for its intended purpose.
7. **CHANGES** –
 - a. All amendments, directions and changes to this Order must be identified as such in writing and executed by an authorized representative of BUYER.
 - b. BUYER may at any time by a written direction (via a Purchase Order modification signed by an authorized official) make unilateral changes within the general scope of this Order in any one or more of the following: (i) statement of work, drawings, designs, specifications (ii) method of shipping or packing (iii) delivery schedule and destination (iv) increases or decreases in the scope of this Order (v) place of inspection and/or final inspection, or (vi) amount of BUYER furnished equipment. If any such change causes an increase or decrease in the cost of or the time required for the performance of this Order, an equitable adjustment shall be made in the price or delivery schedule or both, and this Order shall be modified in writing accordingly. Any claim by SELLER for adjustment under this provision must be submitted in writing within twenty (20) calendar days from the date that the change is directed together with pertinent cost or pricing data sufficient to permit Buyer to evaluate any such claim. Where the cost of property made obsolete or excess as a

result of a change is included in the SELLER's claim for adjustment (and supported by inventory schedules to be submitted within three (3) months from the date of change), the BUYER shall have the right to prescribe the manner of disposition of such property. Failure of the parties to agree upon any adjustment to be made under this clause shall not excuse SELLER from immediately proceeding with the Order as changed or as directed by an authorized representative of the BUYER.

c. Issuance of information, advice, approvals or instructions by a representative of BUYER other than an authorized representative of BUYER's Purchasing Department shall not modify BUYER's or SELLER's rights and obligations hereunder or be the basis for a price/schedule adjustment.

d. Any SELLER requested waiver or deviation to Product specifications, form, fit or function requires BUYER's express written approval.

e. The SELLER shall notify BUYER of any changes in the product and/or process, changes of critical suppliers and any changes of manufacturing facility location used to manufacture the product being procured. The SELLER shall flow these and all applicable flow downs to their suppliers. SELLER shall also notify Buyer of any pending or contemplated future action to discontinue Work purchased pursuant to this PO and shall provide Buyer with a "Last Time Buy Notice" at least twelve (12) months prior to the actual discontinuance.

8. **COMPLIANCE WITH LAWS** - SELLER shall comply with all applicable laws and ordinances and all orders, rules and regulations thereunder. Notwithstanding any other provision of this Order, SELLER shall indemnify and hold BUYER harmless from, and reimburse it for any and all costs, damages and expenses (including attorney's fees) suffered or occasioned to it through any failure of SELLER to comply with this provision. Any breach of this clause shall be deemed a material breach of this Order.

9. **NONDISCRIMINATION** - SELLER represents and warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, disability, sex, national origin age, physical or mental disability, veteran status, genetic characteristic or any other unlawful criteria and that it shall comply with all applicable laws against discrimination and all applicable rules, regulations and orders issued thereunder or in implementation thereof. BUYER is a Government contractor. If applicable, the Equal Opportunity Clauses set forth in 41 C.F.R. §§60-1.4(a), 60-250.5(a), 60-300.5(a) and 60-741.5(a) and the employee notice found at 29 C.F.R. Part 471, Appendix A to Subpart A are incorporated by reference herein. Finally, but also only if applicable, SELLER shall: (1) abide by the requirements of 41 C.F.R. § 60-300.5(a); this regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans; and (2) abide by the requirements of 41 C.F.R. § 60-741.5(a); this regulation

prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

10. **CONFIDENTIAL RELATIONSHIP** – Except as required by law or regulation, or performance of this Order, SELLER shall not in any manner advertise or publish or release for publication any statement (including technical data) disclosing the existence or terms of this Order without Buyer's advance written consent. To the extent a disclosure is required by law or regulation, SELLER shall submit the proposed disclosure to Buyer at least seven business days in advance of its release.

11. **DELIVERY** –

a. SELLER's timely performance is a material term of this Order. SELLER shall notify BUYER as soon as practicable if SELLER believes that a delivery will be late.

b. The SELLER is not authorized to deliver product in advance of delivery schedule requirements set forth in this Order without BUYER's advance written approval.

c. If BUYER agrees, in writing, to accept any Product delivery after the delivery date specified in Order, SELLER shall make shipment by the most expeditious means via premium transportation at no additional cost to BUYER.

d. Acceptance of deliveries under this clause shall not be deemed a waiver of BUYER's right to hold SELLER liable for any loss or damage resulting therefrom nor shall it act as a modification of the SELLER's obligation to make future deliveries in accordance with the delivery schedule as set forth in this Order.

e. The SELLER shall furnish sufficient labor and management personnel, plant and equipment and any other resources required in performance of this Order and shall work such hours, including overtime, additional shifts, weekend and holiday work, as may be required to ensure compliance with the delivery dates as set forth herein at no change in Order price.

12. **INSPECTION** –

a. All work to be delivered and services to be performed under this Order shall be subject to inspection and test by BUYER and its customers at all reasonable times and places. If any inspection or test is made on SELLER's premises, SELLER shall, without additional charge, provide BUYER with all information, facilities and assistance necessary for safe and convenient inspection.

b. All work shall be subject to inspection and Final Acceptance at Destination notwithstanding any payment or other prior inspections

- c. BUYER may reject and hold at SELLER's expense, subject to SELLER's disposal, all work that does not conform to applicable specifications, drawings, samples, or descriptions. Without limiting any other rights or remedies it may have as provided herein or at law or equity, BUYER, at its option, may (i) require SELLER to repair or replace at SELLER's expense any work which fails to meet any requirement of this Order; (ii) require SELLER to refund the price of any such work; (iii) elect to retain and repair any such work with an appropriate reduction from the price otherwise due SELLER to offset BUYER's costs of affecting necessary correction; or (iv) recover by offset or otherwise for any and all damages and costs incurred by BUYER as a result of such rejection. Neither Final Acceptance, payment, nor any limitations contained in Article 30 "Warranty", shall relieve SELLER from responsibility for the correction or replacement of defective Products arising due to fraud, gross mistakes amounting to fraud, or for latent defects.
- d. SELLER shall maintain an inspection system suitable to BUYER and in compliance with any additional quality standard incorporated in this Order.

13. INTELLECTUAL PROPERTY -

- a. Drawings, data, designs, inventions and other technical information supplied by BUYER in connection herewith will be deemed and shall remain BUYER's property and shall be held in confidence by SELLER. Upon completion of this Order, SELLER shall promptly return these items to BUYER together with all copies or reprints thereof in SELLER's possession or control, and SELLER shall make no further use of any such information derived therefrom without BUYER's prior written consent.
- b. SELLER agrees that BUYER shall be the owner of all new inventions, technology, designs, works of authorship, mask works, technical information, computer software (including source code, executables databases and applicable technical documentation), business information and other information first conceived, developed or otherwise generated in the performance of this Order. Upon BUYER's request, SELLER shall assign to BUYER all right, title and interest of the SELLER or its employees for any of the above, and to perform all acts (at BUYER's expense) and execute all papers necessary to vest in BUYER full right, title and interest therein. If any pre-existing intellectual property of SELLER is included in any of the above, SELLER grants to BUYER an irrevocable, nonexclusive, world-wide, royalty-free license to: (i) make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works based upon, such pre-existing materials and derivative works thereof; and (ii) authorize others to do any, some or all of the foregoing.
- c. If at any time during the performance of this Order SELLER suspends business operations or business operations or becomes bankrupt or insolvent or if at any time within five (5) years from the end date of this Order, SELLER, for any reason, discontinues acceptance of follow-on orders for Products ordered

hereunder, BUYER shall have a royalty-free, worldwide, irrevocable, nonexclusive license to use and license others to use SELLER's software, patents, designs, processes, know-how, drawings, and technical data relating to the supplies and services as defined in this Order solely for purposes of producing and selling Products required to be supplied by the BUYER's existing or follow-on orders with its customers.

14. EXPORT CONTROL -

- a. SELLER hereby represents that neither SELLER nor any parent, subsidiary or affiliate of SELLER is included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department's Bureau of Industry and Security ("BIS"), or the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defense Trade Controls, or the consolidated list of asset freeze targets designated by the United Nations, European Union, and United Kingdom. SELLER shall immediately notify BUYER in writing, or any parent, subsidiary or affiliate of SELLER becomes listed on any of the above lists or if SELLER's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. or non-U.S. government entity or agency.
- b. Notwithstanding any other provisions in this Order, the SELLER understands and agrees that certain restrictions are placed on the export of certain data, hardware and services in accordance with United States law. SELLER agrees that it will comply with those restrictions. SELLER shall further notify BUYER if any deliverable under this Order is restricted by those laws. As necessary to support this Order, the SELLER at its own expense, shall prepare any necessary documentation and shall request any necessary United States Government approval. In the event that approval to export such Data or hardware is denied, significantly delayed or returned without action or contains restrictions or limitations which prohibit the transfer of required data or hardware by the United States Department of State or Department of Commerce, both BUYER and SELLER shall not be considered to have breached its contractual responsibilities with respect to this Order. In such an event, the Order may be deemed terminated for convenience in accordance with clause 29, Termination, of this Order.
- c. In the event SELLER furnishes services to BUYER that are subject to trade restrictions, or SELLER personnel are asked to attend discussions involving information subject to trade restrictions, SELLER hereby certifies that any and all SELLER representative(s) involved therein shall be a "U.S. Person" as set forth in clause 120.15 of the International Traffic in Arms Regulations ("ITAR"). The SELLER acknowledges that it understands that unless qualified as a "U.S. Person" as defined above, no SELLER personnel shall be exposed to ITAR and/or Export Administration Regulation controlled technical data, unless otherwise covered under an appropriate Export License, Technical

Assistance Agreement, ITAR Exemption or Exception.

15. **FORCE MAJEURE** –In the event that the SELLER is reasonably delayed at any time during the performance of this Order by acts of God or the public enemy, Government action in its sovereign capacity, labor strikes, epidemic, lockouts, fire, sabotage or other sever and unforeseen causes which are beyond the control and without the fault or negligence of the SELLER or its suppliers, SELLER shall promptly notify BUYER and the delivery dates set forth in this Order may be extended for a period equivalent to the time lost by reason of any or all of the aforementioned causes. However, no such extension shall be granted by BUYER unless the SELLER notifies BUYER within twenty-four (24) hours after the SELLER is made aware of the occurrence of delay or of a potential delay. In such an event, the SELLER shall submit to BUYER a written claim thereof together with information sufficient to support such claim, including written evidence of the period of such delay, within twenty (20) calendar days after each such act or occurrence. Such delivery date extension shall be the SELLER's sole remedy for such delays under the performance of this Order. BUYER shall be excused from performance and shall not be in default in respect of any obligation hereunder to the extent that the failure to perform such obligation is due to a Force Majeure event.

16. **HAZARDOUS MATERIAL AND SAFETY** – The SELLER warrants that prior to the delivery or transfer of any chemical substance or hazardous material to BUYER, SELLER shall provide BUYER with the appropriate Material Safety Data Sheet ("MSDS") prior to such delivery of any such chemicals or hazardous materials. The SELLER shall comply with all BUYER safety and health policies and procedures while on site at any BUYER facility.

17. **INDEMNIFICATION AND INSURANCE** – SELLER shall take all necessary precautions to prevent occurrence of any injury, including death, to any person or any damage to any property arising out of any acts or omissions of SELLER, its agents, employees or subcontractors. SELLER shall indemnify BUYER (and its officers, agents, employees and subcontractors) for, and hold BUYER (and its officers, agents, employees and subcontractors) harmless from, any liability, losses, damages, claims and expenses arising out of or connected with any act or omission of SELLER, its agents, employees, or subcontractors except for injury or damage due solely to BUYER's negligence or other fault. SELLER shall maintain such liability, property damage and workman's compensation insurance, as will be required to protect BUYER from any of said risks and any claims under applicable workmen's compensation acts. At a minimum, the SELLER will maintain Commercial General Liability Insurance protection in an amount not less than \$10,000,000 combined single limit coverage per occurrence, as recorded on a submitted Certificate of Insurance, which shall remain in force through Order completion. BUYER must be notified 30 calendar days in advance of any change which is not compliant with the listed requirements. In addition, if SELLER operations involve the use of a motor vehicle in the performance of this Order, a minimum of \$500,000 Business Automobile Liability Insurance must be maintained through Order completion. SELLER shall name BUYER as Additional Insured on all insurance types except workman's compensation and shall provide their certification of insurance reflecting this endorsement at the time of order

placement. This clause shall survive completion of and/or termination, in any manner whatsoever, of this Order.

18. **INTELLECTUAL PROPERTY INDEMNITY** –

a. SELLER shall defend BUYER (and its officers, agents, employees and subcontractors), BUYER's customers, and any subsequent owners, users or operators of the Products delivered under this Order against all claims and in all proceedings alleging violation of another party's intellectual property rights in the manufacture or sale of any Products delivered or work performed under this Order, and SELLER shall indemnify and hold such parties harmless from any resulting liabilities and losses SELLER's obligations shall not apply to infringement caused by designs developed and furnished by BUYER or to any alleged infringement arising from the use or sale of Products delivered under this Order in combination with items not delivered by SELLER if such alleged infringement would not have occurred from the use or sale of such items solely for which they were designed or sold to BUYER.

b. If the use or sale of any Product, in respect to which SELLER indemnifies BUYER, is enjoined as a result of any action or proceeding, SELLER, at no expense to BUYER, shall obtain for BUYER and its customers, the right to use and sell said Product or shall substitute an equivalent item acceptable to BUYER and extend this indemnity with respect to such equivalent Product. In the event that SELLER is unable to secure such right of use for BUYER and/or its customer, or to secure an equivalent Product as a substitute, SELLER shall indemnify BUYER and its customers for any and all losses or damages sustained by reason of such injunction.

c. This clause shall survive completion of and/or termination, in any manner whatsoever, of this Order.

19. **LIMITATIONS OF LIABILITY** –

a. Notwithstanding any other provision of this Order, BUYER shall have no liability for any costs, damages or other liabilities, whether arising from claims under this Order or from claims arising in tort, at law or in equity, apart from payments due in accordance with the terms hereof. SELLER shall not be entitled to any indirect, punitive, incidental, special or consequential damages.

b. SELLER's maximum liability to BUYER shall not exceed the total firm fixed price of this Order, except in the event of SELLER's fraud, or in the event of any SELLER obligation under Article 12 ("Inspection") Article 30 ("Warranty") or under any provision requiring Seller to indemnify Buyer or maintain insurance. There shall be no limitation of liability for the BUYER's reasonable legal fees and expenses if BUYER is obligated to assume its own defense due to the SELLER's breach of its obligation to defend BUYER under Article 18, Intellectual Property Indemnity, herein.

c. This clause shall survive completion of and/or termination, in any manner whatsoever, of this Order.

20. **NON-REPRESENTATION** – It is understood and agreed that the SELLER is an independent contractor in the performance of its obligations hereunder and that its employees shall not be deemed to be BUYER's employees under any circumstance. The SELLER shall have no power or right, express or implied, to commit, obligate or make any representations on behalf of BUYER.
21. **NO WAIVER** –The rights and remedies provided to BUYER under this Order shall be cumulative and in addition to any rights and remedies provided by law or equity. The failure of BUYER in any one or more instances to insist upon exact performance of any of the provisions of this Order or to exercise any right or privilege shall not be construed as thereafter waiving any provisions, rights or privileges which shall continue and remain in full force and effect.
22. **BUYER INSIGHT** - For BUYER's customers to perform their management role, they must be provided insight into certain Seller tasks and milestones. Such insight shall include the attendance at meetings, reviews and tests; and obtaining or reviewing certain documents. The SELLER shall allow BUYER's customers the same amount of insight into the SELLER's operations as is required by the BUYER in accordance with this Order. Notwithstanding the foregoing, under no circumstance shall the SELLER act upon any direction given to it by any BUYER customer.
23. **ORDER OF PRECEDENCE** – The following order of precedence shall govern in the event of a conflict between any provisions contained in this Order: (i) provisions contained in the text of the Order excluding Attachments; (ii) Terms and Conditions; (iii) the Specifications and/or Statement of Work and (iv) other provisions of the Order, whether attached or incorporated by reference. The headings of Articles clauses herein are used for convenience and ease of reference only and do not limit the scope or intent of the Article nor shall any priority be implied by the order in which they appear in the Order,
24. **PACKING, MARKING AND SHIPPING** –
- a. SELLER shall pack, mark and deliver all Products in accordance with the requirements of this Order so as to be in compliance with transportation regulations and the best commercial practice for protection and shipment and shall secure the most advantageous transportation service and rates consistent therewith. Any expense incurred by BUYER as a result of improper preservation, packaging, packing, marking or method of delivery shall be reimbursed by SELLER. A packing list showing this Order number, part numbers, line item and serial number shall be included with each delivery, and each container shall be marked to show the Order number. SELLER shall provide the original Bill of Lading with Order number to BUYER as instructed. Any transportation charges paid by SELLER for which SELLER is entitled to reimbursement shall be shown on SELLER's invoice as a separate line item with the receipted freight bill attached to the invoice.
 - b. The SELLER shall be solely liable for packaging design and all charges for design, boxing, drayage, bundling, dunnage, containers, preparation, packing, crating, cartage or storage as described herein shall be included in the Order price. BUYER reserves the right to specify the mode of shipment. The SELLER shall use FAA approved waivers for non-radiographic inspection.
25. **INVOICING AND PAYMENT** – SELLER shall submit separate invoices to BUYER for each delivery made by SELLER under this Order. Unless otherwise specified in this Order, an invoice shall not be issued prior to delivery and payment will not be made by BUYER prior to Final Acceptance/inspection of conforming items and submission of a proper invoice.
26. **PRICES** – Unless otherwise stated on the face of this Order, SELLER represents that the price of this Order; (i) includes all federal, state or local taxes, fees, excises, duties, and/or charges which are now or may be hereafter imposed with respect to the manufacture and sale of Products herein; and (ii) includes all charges or costs associated with the suitable packing, packaging, preparation for delivery, crating, or cartage of the Products ordered. The SELLER warrants that the price stated in this Order is not greater than that charged the SELLER's most favored customer for like quantities and conditions of sale. The SELLER shall refund any amount paid by SELLER which is in excess of the price charged any of the SELLER's other customers for the same or similar supplies within one (1) year of the date of this Order.
27. **RESOLUTION OF CONFLICTS AND DISCREPANCIES** - The SELLER shall comply with this Order and all referenced documents as written. SELLER shall request clarification of any discrepancies and/or inconsistencies with BUYER in a timely manner and before proceeding with any work in question. If the SELLER determines during the performance of this Order, that any portion of this Order is inaccurate, inconsistent or incomplete, it shall promptly notify BUYER in writing specifying full particulars and request resolution before proceeding with the work effort in question. In the event that the SELLER fails to contact BUYER in a timely manner or proceeds with any work in question to resolve said discrepancies and/or inconsistencies, the SELLER shall be deemed to have proceeded on its own accord and shall be solely responsible for any errors and associated cost and/or schedule impacts resulting therefrom. The SELLER acknowledges that it is an expert fully competent in all phases of the work involved in producing and supporting the work called for under this Order, including but not limited to the designing, testing, developing, manufacturing, improving, overhauling and servicing of any products. The SELLER agrees that BUYER and BUYER's customers are entitled to and have relied upon the SELLER as an expert and the SELLER shall not deny any responsibility or obligation hereunder to BUYER or BUYER's customers on the grounds that BUYER or BUYER's customers provided recommendations and/or assistance in any phase of the work involved in producing or supporting the Products, including but not limited to the acceptance by BUYER or specifications, data or the product.
28. **SEPARABILITY** – The invalidity in whole or in part of any provision of this Order shall not affect the validity of any

other provision or any remaining portions which shall remain in force and effect as if this Order had been executed with the invalid portion thereof removed. It is the intention of the parties hereto that they would have executed the remaining portion of this Order without including therein any such portion which may for any reason be hereafter declared invalid. Any such invalidity shall not constitute a waiver of BUYER's right to demand strict compliance with the Order as written.

29. TERMINATION -

- a. For Convenience: BUYER may terminate this Order for its convenience, in whole or in part by issuance of a Notice of Termination specifying the extent of the termination and the effective date. SELLER shall stop all work as specified in the Notice of Termination and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this Order, SELLER shall be paid a percentage of the Order price reflecting the work performed or products accepted by BUYER prior to the notice of termination, plus reasonable costs SELLER can demonstrate to the satisfaction of BUYER have resulted from the termination. SELLER shall not be paid for any work performed or costs incurred which reasonably could have been avoided. In no event will BUYER compensate SELLER as a result of a termination for convenience for (1) lost or anticipated profits, (2) unabsorbed indirect costs or overhead or (3) any sum in excess of the price of this Order
- b. For Default: BUYER may terminate this Order, in whole or in part, for default in the event that SELLER (i) fails to comply with any of the terms of this Order; (ii) fails to make progress so as to endanger performance of this Order; (iii) fails to provide adequate assurance of future performance; (iv) becomes insolvent or makes a general assignment for the benefit of creditors; (v) admits in writing to its inability to pay debts as they mature; (vi) has a trustee or receiver appointed or (vii) files or has filed against it a petition under any bankruptcy act or similar statute. SELLER shall have ten (10) calendar days (or such longer period as BUYER may authorize in writing) to cure any such failure after receipt of notice of default. Following a termination for default of this Order, SELLER shall be compensated only for services and products actually delivered and accepted by BUYER. BUYER may require SELLER to deliver to BUYER any supplies and materials, manufacturing materials, and manufacturing drawings that SELLER has specifically produced or acquired for the terminated portion of this ORDER. BUYER and SELLER shall agree on the amount of payment for these other deliverables.
- c. By terminating this Order, BUYER does not waive any rights and remedies available to it under applicable law and equity, including without limitation, cancellation of this Order. If after termination for default under this Order, it is determined that SELLER was not in default, such termination shall be deemed a termination for convenience.
- d. In the event a portion of the Order is terminated under

provisions (a) or (b) above, SELLER shall be required to continue all remaining work not terminated or cancelled.

30. **WARRANTY** - SELLER warrants that all representations made to BUYER related to this ORDER were accurate at the time made. Seller further warrants that items delivered under this Order are free from defects in design, material, and workmanship and strictly conform to all applicable specifications, drawings, samples, referenced technical documents, and all other requirements of the Order. Such warranties, together with SELLER's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the Products and shall run to BUYER, its successors, assigns and customers. BUYER remedies under this Warranty shall include the remedies identified in Article 12, "Inspection". Except for latent defects, fraud or such gross mistakes that amount to fraud, SELLER's obligations under this clause shall be limited to addressing defects and nonconformance that occur within twenty-four (24) months from date of Products delivery to BUYER or to BUYER's customer. All warranties, both express and implied, shall be construed as conditions as well as promises, shall not be deemed to be exclusive and shall survive receiving inspection, Final Acceptance and payment. Any Product replaced or corrected under this provision shall carry the unexpired portion of the original warranty or twelve (12) months whichever is greater. When return, correction or replacement is required, all transportation charges and responsibility for loss or damage to any such products while in transit shall be borne by the SELLER. This clause shall survive completion of and/or termination, in any manner whatsoever, of this Order.
31. **STOP WORK** - Upon written notice from BUYER, SELLER shall stop all work under this Order for up to ninety (90) calendar days, or for such longer period of time as the parties may agree. SELLER will, upon receipt of such notice, immediately take all reasonable steps to minimize the incurrence of costs allocable to this agreement for the stop work term. Upon expiration of the stop work term, BUYER will either terminate this Order (or a portion of this Order) or notify the Seller that work should resume. In the event that SELLER incurs additional costs as a direct result of a stop work order issued by BUYER, SELLER may submit a written claim to BUYER within 20 calendar days from expiration of the stop work period. Such claim shall be supported by pertinent cost data sufficient for BUYER to evaluate the claim.
32. **TITLE AND RISK OF LOSS** - All risk of loss or damage to Products to be delivered under this Order shall remain with the SELLER until all Products are delivered to BUYER at the Destination set forth in this Order. Title to Products shall remain with the SELLER until receiving inspection and final acceptance has taken place at the Destination set forth in this Order in accordance with the "Inspection" clause herein, however such passage of title shall, in itself, not constitute Product acceptance by BUYER. The SELLER shall bear all risk of loss or damage to Products rejected by BUYER, after notice of rejection until such Products are redelivered to BUYER, except for loss, destruction or other damage to such rejected Products resulting solely from the gross negligence of an officer, agent, or employee of BUYER acting within the scope of their employment. All Products to be delivered to BUYER hereunder shall be free and clear of any and all

liens and encumbrances whatsoever.

33. **CONFLICT MINERALS-** SELLER shall reasonably cooperate with BUYER's efforts to comply with the Conflict Minerals provision of the Dodd-Frank Wall Street Reform and Consumer Protection Act and any implementing regulations of the Securities and Exchange Commission. Such SELLER cooperation shall include performing appropriate due diligence on its supply chain to determine if Conflict Minerals sourced from the Democratic Republic of the Congo or adjoining countries directly or indirectly support armed groups in such countries and, upon request, promptly completing and providing to BUYER a diligence report consistent with the BUYER's Conflict Minerals Reporting Template.

34. **COUNTERFEIT PARTS -**

- a. For purposes of this clause, the term "Parts" consists of those parts delivered under this Order that are the lowest level of separately identifiable items (e.g., articles, components, goods, and assemblies). The term "Counterfeit Part" means a Part that fulfills any or all of the following: 1) is or contains items misrepresented as having been designed, produced and/or tested under an approved system or other acceptable method; 2) is an item altered to resemble a product without authority or right to do so, or is an imitation of another product, with the intent to mislead or defraud by presenting the imitation as original or genuine; 3) is an approved Part that has reached a design life limit or has been damaged beyond possible repair, but is altered and misrepresented as acceptable; or 4) is a used, refurbished, sample, or reclaimed item passed off as a new one.
- b. SELLER agrees and shall ensure that SELLER and SELLER's personnel shall deliver no Counterfeit Parts to BUYER. SELLER shall only purchase items to be delivered or incorporated as Parts directly from the original component manufacturer/original equipment manufacturer, or through an authorized distributor. Parts shall not be acquired from independent distributors or brokers unless approved in advance in writing by BUYER. SELLER shall, at its expense, promptly replace any delivered Counterfeit Part with a genuine Part conforming to the requirements of this Order. Notwithstanding any other provision herein, SELLER shall be liable for all costs relating to the removal and replacement of Counterfeit Parts, including without limitation costs borne by BUYER, its customer or subcontractor associated with removing Counterfeit Parts, of reinserting replacement Parts and of any testing necessitated by the need to identify the Counterfeit Parts and the reinstallation of Parts after Counterfeit Parts have been exchanged. The remedies contained in this clause are in addition to any remedies BUYER may have at law, equity or under other provisions of this Order.

35. **ORDERS UNDER GOVERNMENT CONTRACTS -** If this Order is placed in support of a U.S. Government Commercial Resupply Services Contract or subcontract, this Order incorporates, and SELLER shall comply with, the additional terms contained herein:

A. RIGHTS IN DATA

BUYER shall obtain from its SELLERs all data and rights therein necessary to fulfill BUYER's obligations to NASA under the CRS2 contract in accordance with the following *Data Rights provision(s)*.

FAR 52.227-14 (May 2014) (Alternate II) (Dec 2007) (Alternate III) (Dec 2007)

(End of Clause)

B. CROSS-WAIVER OF LIABILITY FOR SPACE STATION ACTIVITIES (NFS 1852.228-76) (OCT 2012) (DEVIATION)

(a) The Intergovernmental Agreement Among the Government of Canada, Governments of Member States of the European Space Agency, the Government of Japan, the Government of the Russian Federation, and the Government of the United States of America concerning Cooperation on the Civil International Space Station (IGA) for the International Space Station (ISS) contains a cross-waiver of liability provision to encourage participation in the exploration, exploitation, and use of outer space through the ISS. The objective of this clause is to implement the Prime Contract cross-waiver of liability in the interest of encouraging participation in the exploration, exploitation, and use of outer space through the International Space Station (ISS). The Parties intend that the cross-waiver of liability is intended to be broadly construed to achieve this objective.

(b) As used in this clause, the term:

(1) "Agreement" refers to any NASA Space Act agreement or contract that contains the cross-waiver of liability provision authorized by 14 CFR Part 1266.102.

(2) "Damage" means:

(i) Bodily injury to, or other impairment of health of, or death of, any person;

(ii) Damage to, loss of, or loss of use of any property;

(iii) Loss of revenue or profits; or

(iv) Other direct, indirect, or consequential Damage.

(3) "Launch" means the intentional ignition of the first-stage motor(s) of the Launch Vehicle intended to place or try to place a Launch Vehicle (which may or may not include any Transfer Vehicle or Payload) from Earth:

(i) in a subBUYER trajectory;

(ii) in Earth orbit in outer space; or

(iii) otherwise in outer space,

including activities involved in the preparation of a Launch Vehicle, Transfer Vehicle, or Payload for launch.

(4) “Launch Services” means:

- (i) Activities involved in the preparation of a Launch Vehicle, Transfer Vehicle, or Payload for launch; and
- (ii) The conduct of a Launch.

(5) “Launch Vehicle” means an object, or any part thereof, intended for launch, launched from Earth, or returning to Earth which carries Payloads or persons, or both.

(6) “Partner State” includes each Contracting Party for which the IGA has entered into force, pursuant to Article 25 of the IGA or pursuant to any successor agreement. A Partner State includes its Cooperating Agency. It also includes any entity specified in the Memorandum of Understanding (MOU) between NASA and the Government of Japan to assist the Government of Japan’s Cooperating Agency in the implementation of that MOU.

(7) “Party” means a party to an Agreement involving activities in connection with the ISS, including this Subcontract.

(8) “Payload” means all property to be flown or used on or in a Launch Vehicle or the ISS.

(9) “Protected Space Operations” means all Launch or Transfer Vehicle activities, ISS activities, and Payload activities on Earth, in outer space, or in transit between Earth and outer space in implementation of the IGA, MOUs concluded pursuant to the IGA, implementing arrangements, and contracts to perform work in support of NASA’s obligations under these agreements. It includes, but is not limited to:

(i) Research, design, development, test, manufacture, assembly, integration, operation, or use of Launch or Transfer Vehicles, the ISS, Payloads, or instruments, as well as related support equipment and facilities and services; and

(ii) All activities related to ground support, test, training, simulation, or guidance and control equipment, and related facilities or services. “Protected Space Operations” also includes all activities related to evolution of the ISS, as provided for in Article 14 of the IGA. “Protected Space Operations” excludes activities on Earth which are conducted on return from the ISS to develop further a Payload’s product or process for use other than for ISS-related activities in implementation of the IGA.

(10) “Reentry” means to return or attempt to return, purposefully, a Transfer Vehicle or Payload from the ISS, Earth orbit, or outer space to Earth.

(11) “Reentry Services” means:

Activities involved in the preparation of a Transfer Vehicle or Payload for Reentry; and

The conduct of a Reentry.

(12) “Related Entity” means:

(i) A contractor or SELLER of NASA, SELLER or a Partner State at any tier;

(ii) A user or customer of NASA, SELLER or a Partner State at any tier; or

(iii) A contractor or SELLER of a user or customer of NASA, SELLER or a Partner State at any tier.

The terms “contractor” and “SELLER” include suppliers of any kind.

(13) “Transfer Vehicle” means any vehicle that operates in space and transfers Payloads or persons or both between two different space objects, between two different locations on the same space object, or between a space object and the surface of a celestial body. A Transfer Vehicle also includes a vehicle that departs from and returns to the same location on a space object.

(c) Cross-waiver of liability:

(1) The SELLER agrees to a cross-waiver of liability pursuant to which SELLER waives all claims against any of the entities or persons listed in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause based on Damage arising out of Protected Space Operations. This cross-waiver shall apply only if the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations. The cross-waiver shall apply to any claims for Damage, whatever the legal basis for such claims, against:

(i) A Party as defined in (b)(7) of this clause;

(ii) A Partner State including the United States of America;

(iii) A Related Entity of any entity identified in paragraph (c)(1)(i) or (c)(1)(ii) of this clause; or

(iv) The employees of any of the entities identified in paragraphs (c)(1)(i) through (c)(1)(iii) of this clause.

(2) In addition, the SELLER shall, by contract or otherwise, extend the cross-waiver of liability set forth in paragraph (c)(1) of this clause to its SELLERs at any tier by requiring them, by contract or otherwise, to:

(i) Waive all claims against the entities or persons identified in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause; and

(ii) Require that their SELLERs waive all claims against the entities or persons identified in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause.

(3) For avoidance of doubt, this cross-waiver of liability includes a cross-waiver of claims arising from the Convention on International Liability for Damage Caused by

Space Objects, which entered into force on September 1, 1972, where the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations.

(4) Notwithstanding the other provisions of this clause, this cross-waiver of liability shall not be applicable to:

(i) Claims between the SELLER and its own Related Entities or between its Related Entities;

(ii) Claims made by a natural person (with the exception of providers of non-NASA cargo), his/her estate, survivors or subrogees (except when a subrogee is a Party to an Agreement or is otherwise bound by the terms of this cross-waiver) for bodily injury to, or other impairment of health of, or death of, such person;

(iii) Claims for Damage caused by willful misconduct;

(iv) Intellectual property claims;

(v) Claims for Damage resulting from a failure of NASA to extend the Prime Contract cross-waiver of liability to its Related Entities;

(vi) Claims by a party to the Prime Contract arising out of or relating to the other Party's failure to perform its obligations under that contract.

(vii) Claims against providers of non-NASA cargo as outlined in clause II.A.5 of this contract.

(5) Nothing in this clause shall be construed to create the basis for a claim or suit where none would otherwise exist.

(6) This clause provides for a reciprocal waiver of claims between BUYER and the SELLER and their Related Entities as described in paragraph (c) above. This reciprocal waiver of claims shall not apply to rights and obligations arising from the application of any of the other clauses in the Subcontract or to rights and obligations arising from activities that are not within the scope of this Subcontract.

(7) Pursuant to paragraph (c) (2), the SELLER shall extend this waiver of claims to its Related Entities by requiring them, by contract or otherwise, to waive all claims against the Government, BUYER, and their Related Entities. For avoidance of doubt, the SELLER shall require providers of non-NASA cargo (any cargo on an ISS Resupply Mission that is not NASA cargo), to waive claims against the Government, BUYER and their Related Entities; however, the Government does not waive such claims against providers of non-NASA cargo.

(d) Under the Prime Contract, BUYER is required to obtain a Federal Aviation Administration (FAA) license, in accordance with 51 U.S.C. 50901 et seq., for Launch and Reentry Services. The waivers of claims in this clause shall apply to activities under this Subcontract, except that the

waiver of claims between the Government, BUYER and the SELLER under paragraphs (6) and (7) shall not be applicable for phases of Launch Services and Reentry Services that are subject to the FAA license.

(End of clause)

C. CROSS WAIVERS OF LIABILITY REQUIRED BY COMMERCIAL SPACE LAUNCH ACT

(a) In accordance with the applicable Department of Transportation commercial launch license requirements, SELLER agrees to a no-fault, no-subrogation, inter-participant waiver of liability pursuant to which each shall not bring a claim against the other, its contractors and subcontractors and the United States Government and its contractors and subcontractors, and each party agrees to be responsible for any Property Damage it incurs or for any Bodily Injury to, or Property Damage incurred by, its own employees resulting from Licensed Activity (as that term is defined in 14 CFR § 440.3), irrespective of whether such Bodily Injury or Property Damage is caused by SELLER, BUYER or by their contractors, subcontractors, officers, directors, agents, servants and employees and the Government and regardless of whether such Bodily Injury or Property Damage arises through negligence or otherwise. This agreement will also include any other provisions required by BUYER's launch license and/or the Commercial Space Transportation Licensing Regulations set forth at 14 CFR § 440.17.

(b) SELLER and BUYER shall each be responsible for such insurance as they deem necessary to protect their respective property. Any insurance carried in accordance with this Article 1.B and any policy taken out in substitution or replacement for any such policy shall provide that the insurers shall waive any rights of subrogation against SELLER, BUYER, and the United States Government, as the case may be, and their contractors and subcontractors at every tier.

(c) SELLER and BUYER hereby agree to obtain a waiver in the form set forth above from any party with which it enters into an agreement relating to the activities contemplated by this Article, including without limitation, all of its respective contractors, subcontractors and suppliers at every tier, and all persons and entities to whom it assigns all or any part of its rights or obligations under this Agreement.

(d) As used herein, "Bodily Injury" means bodily injury, sickness, disease, disability, shock, mental anguish or mental injury sustained by any person including death and damages for care and loss of services resulting therefrom. "Property Damage" means injury to or destruction of tangible property including the loss of use of such injured or destroyed property.

D. IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (NFS 1852.245-74) (JAN 2011)

(a) The SELLER shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA-HDBK) 6003, Application of Data

Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA-STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts, or through the use of commercial marking techniques that: (1) are sufficiently durable to remain intact through the typical lifespan of the property; and, (2) contain the data and data format required by the standards. This requirement includes deliverable equipment listed in the schedule and other equipment when no longer required for contract performance and NASA directs physical transfer to NASA or a third party. The SELLER shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

(b) Equipment shall be marked in a location that will be human readable, without disassembly or movement of the equipment, when the items are placed in service unless such placement would have a deleterious effect on safety or on the item's operation.

(c) Concurrent with equipment delivery or transfer, the SELLER shall provide the following data in an electronic spreadsheet format:

- (1) Item Description.
- (2) Unique Identification Number (License Tag).
- (3) Unit Price.
- (4) An explanation of the data used to make the unique identification number.

(d) For equipment no longer needed for contract performance and physically transferred under paragraph (a) of this clause, the following additional data is required:

- (1) Date originally placed in service.
- (2) Item condition.

(e) The data required in paragraphs (c) and (d) of this clause shall be delivered to the NASA center receiving activity listed below:

NASA/Johnson Space Center
Central Receiving/Bldg 420
2101 NASA Parkway
Houston, TX 77058

(f) The SELLER shall include the substance of this clause, including this paragraph (f), in all sub-tier subcontracts that require delivery of equipment.

(End of clause)

E. EXPORT LICENSES (NFS 1852.225-70 (FEB 2000))

- (a) The SELLER shall comply with all United States (U.S.) export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the SELLER shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.
- (b) The SELLER shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at any NASA Center, where the foreign person will have access to export-controlled technical data or software.
- (c) The SELLER shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.
- (d) The SELLER shall be responsible for ensuring that the provisions of this clause apply to its sub-tier subcontractors.

(End of clause)

F. SUBCONTRACTING WITH RUSSIAN ENTITIES FOR GOODS OR SERVICES

(a) Definitions: In this clause:

- (1) The term "Russian entities" means:

(i) Russian persons, or

(ii) Entities created under Russian law or owned, in whole or in part, by Russian persons or companies including, but not limited to, the following:

(A) The Russian Federal Space Agency (Roscosmos),

(B) Any organization or entity under the jurisdiction or control of Roscosmos, or

(C) Any other organization, entity or element of the Government of the Russian Federation.

(2) The term "extraordinary payments" means payments in cash or in kind made or to be made by the United States Government prior to December 31, 2020, for work to be performed or services to be rendered prior to that date necessary to meet United States obligations under the Agreement Concerning Cooperation on the Civil International Space Station, with annex, signed at Washington January 29, 1998, and entered into force March 27, 2001, or any protocol, agreement, memorandum of understanding, or contract related thereto.

(b) This clause implements the reporting requirement in section 6(i) of the Iran, North Korea, and Syria Nonproliferation Act, as amended (INKSNA). This clause also implements section 6(a) and the exception in section 7(1)(B) of INKSNA that is applicable through December 31, 2020. NASA has applied the restrictions in INKSNA to include funding of Russian entities via U.S. Contractors.

(c) (1) The SELLER shall not subcontract with Russian entities without first receiving written approval from BUYER. In order to obtain this written approval to subcontract with any Russian entity as defined in paragraphs (a), the SELLER shall provide BUYER with the following information related to each planned new subcontract and any change to an existing subcontract with entities that fit the description in paragraph (a):

(i) A detailed description of the subcontracting entity, including its name, address, and a point of contact, as well as a detailed description of the proposed subcontract including the specific purpose of payments that will be made under the subcontract.

(ii) The SELLER shall provide certification that the subcontracting entity is not, at the date of the subcontract approval request, on any of the lists of proscribed denied parties, specially designated nationals and entities of concern found at:

BIS's Listing of Entities of Concern (see <http://www.access.gpo.gov/bis/ear/pdf/744spir.pdf>)

BIS's List of Denied Parties (see <http://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern/denied-persons-list>)

OFAC's List of Specially Designated Nationals (Adobe® PDF format) (see <http://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern/unverified-list>)

List of Unverified Persons in Foreign Countries (see <http://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern/unverified-list>)

State Department's List of Parties Statutorily Debarred for Arms Export Control Act Convictions (see <http://pmddtc.state.gov/compliance/debar.html>)

State Department's Lists of Proliferating Entities (see <http://www.state.gov/t/isn/c15231.htm>)

(2) Unless relief is granted by the BUYER, the information necessary to obtain approval to subcontract shall be provided BUYER forty five (45) business days prior to executing any planned subcontract with entities defined in paragraph (a).

(d) After receiving approval to subcontract, the SELLER shall provide BUYER with a report every six (6) months that documents the individual payments made to an entity in paragraph (a). The reports are due to BUYER on July 5th and January 5th. The July 5th report shall document all of the individual payments made from the previous January through June. The January 5th report shall document all of the individual payments made from the previous July through December. The content of the report shall provide the following information for each time a payment is made to an entity in paragraph (a):

- (1) The name of the entity,
- (2) The subcontract number,
- (3) The amount of the payment,
- (4) The date of the payment.

(e) BUYER may direct the SELLER to provide additional information for any other prospective or existing subcontract at any tier. BUYER may direct the SELLER to terminate for the convenience of the Government any subcontract at any tier with an entity defined in paragraph (a), subject to an equitable adjustment.

(f) All work subcontracted to the Russian Federal Space Agency, any organization or entity under the jurisdiction or control of the Russian Federal Space Agency, or any other organization, entity or element of the Government of the Russian Federation must be completed on or before December 31, 2020. Any subcontract with entities defined in paragraph (a), therefore, shall be completed in sufficient time to permit the U.S. Government (through BUYER) to make extraordinary payments on subcontracts with Russian entities on or before December 31, 2020. (g) The SELLER shall include the substance of this clause in all its subcontracts, and shall require such inclusion in all other subcontracts of any tier. The SELLER shall be responsible to obtain written approval from BUYER to enter into any tier subcontract that involves entities defined in paragraph (a).

(h) Performance of this contract after December 31, 2020 may be subject to prohibitions on payments to Russian entities under INKSNA.

(End of Clause)

G. HIGHER LEVEL CONTRACT QUALITY REQUIREMENT (FAR 52.246-11) (FEB 1999)

The SELLER shall comply with the higher-level quality standard selected below.

	<i>Number</i>	<i>Title</i>	<i>Revision</i>	<i>Applicability</i>
X	AS9100	SAE Aerospace Quality Management System	Latest	Compliance Required

(End of Clause)

H. FEDERAL ACQUISITION REGULATION AND NASA FAR SUPPLEMENT CLAUSES

The following clauses from the FAR and NFS are hereby incorporated by reference, with the same force and effect as if they were given in full text and are applicable. If the date or substance of any of the clauses listed below is different from the date or

substance of the clause actually incorporated in the Prime Contract, the date or substance of the clause incorporated by the Prime Contract shall apply instead.

FAR Clauses

52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders
52.203-6	Restrictions on Subcontract Sales to the Government Alternate I
52.203-13	Contractor Code of Business Ethics and Conduct
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
52.219-8	Utilization of Small Business Concerns
52.222-17	Nondisplacement of Qualified Workers
52.222-21	Prohibition on Segregated Facilities
52.222-26	Equal Opportunity
52.222-35	Equal Opportunity for Veterans
52.222-36	Equal Opportunity for Workers with Disabilities
52.222-37	Employment Reports on Veterans
52.222-40	Notification of Employee Rights Under the National Labor Relations Act
52.222-41	Service Contract Labor Standards
52.222-50	Combating Trafficking in Persons
52.222-51	Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements
52.222-53	Exemption from Application of the Service Contract Act to Contracts for Certain Services - Requirements

52.222-54	Employment Eligibility Verification
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.225-13	Restrictions on Certain Foreign Purchases
52.225-26	Contractors Performing Private Security Functions Outside the United States
52.226-6	Promoting Excess Food Donation to Nonprofit Organizations
52.227-14	Rights in Data - General
52.246-11	Higher Level Quality Requirements
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels
52.252-2	Clauses Incorporated By Reference
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
52.204-9	Personal Identity Verification of Contractor Personnel
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.245-1	Government Property Alternate I
52.246-4	Inspection of Services - Fixed Price

NASA FAR Supplement Clauses

1852.204-76	Security Requirements for Unclassified Information Technology Resources
1852.223-70	Safety and Health
1852.225-70	Export Licenses
1852.228-76	Cross-Waiver of Liability for Space Station Activities
1852.237-72	Access to Sensitive Information
1852.237-73	Release of Sensitive Information

1852.245-74	Identification and Marking of Government Equipment (Deviation)
1852.245-76	List of Government-Furnished Property Pursuant to FAR 52.245-1
1852.245-78	Physical Inventory of Capital Personal Property

I. FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS

In addition to the above required flow downs, the following provisions and clauses listed in FAR 52.212-4 – Contract Terms and Conditions – Commercial Items should be included:

- Inspection and Acceptance
- Assignment
- Changes
- Disputes
- Definitions
- Excusable Delays
- Invoice
- Patent Indemnity
- Payment
- Risk of Loss
- Taxes
- Termination for BUYER's Convenience
- Termination for Cause
- Title
- Warranty
- Limitation of Liability
- Compliance With Federal, State and Local Laws
- Compliance To Laws Unique to Government Contracts
- Order of Precedence

(End of Clause)

J. OTHER APPLICABLE TERMS

(a) Notification of Employee Rights Supplement

29 CFR Part 471, Appendix A, Subpart A – Notification of Employee Rights Under Federal Labor Laws is included in the terms of this Order.

(b) Indemnification for Defective Pricing and Violation of the Anti-Kickback Statute or the Procurement Integrity Act

The SELLER, its Subcontractors, agents, and/or employees agree to indemnify and save harmless and defend Buyer from and against any and all fines, penalties, offsets, claims, demands, actions, debts, liabilities, judgments, costs and attorney's fees, costs and profit disallowed or reduced by Buyer's customer arising out of claims on account of, or in any manner predicated upon (1) submission by SELLER, its Subcontractors, agents and/or employees of alleged or confirmed defective pricing data or (2) violation of the Anti-Kickback Act of 1986 (41 U.S.C. Section 51-58) by SELLER or any of its suppliers or subcontractors, including indirect

suppliers (such as a supplier to one of SELLER's direct suppliers) or (3) any other government or contractual requirement for cost or pricing data submitted by the SELLER, its Subcontractors, agents and/or employees to Buyer or any other party.

(c) Certifications and Representations

By entering into this Order, SELLER confirms that it has completed BUYER's Supplemental Representations and Certifications form and that SELLER's completed form is included in this Order (including, without limitation, Buyer's Commercial Item Determination Form, if applicable). SELLER acknowledges that Buyer has relied upon SELLER's certifications and representations contained herein and in any written offer, proposal or quote, or periodic submission. By entering into an Order, SELLER republishes the certifications and representations submitted with its written offer, including any periodic submission to Buyer, and oral offers/quotations made at the request of Buyer, and SELLER makes those certifications and representations set forth in the FAR clauses referenced above. SELLER shall immediately notify Buyer of any change of status regarding any certification or representation.