

TERMS AND CONDITIONS

U.S. GOVERNMENT - FIRM FIXED PRICE OR TIME AND MATERIAL ORDER (FOR COMMERCIAL ITEMS)

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If any of the standard clauses or any FAR/DFARS clauses contained herein do not apply to this Order due to the nature of the work performed (for instance, FAR 52.246-2, “Inspection of Supplies - Fixed-Price” does not apply if this Order is solely for Services), such clauses are considered not applicable to this Order.

1. DEFINITIONS

- A. “Acceptance” or “Accept” means the verification by Buyer and/or Buyer’s customer that the delivered Products and/or Services meet required specifications, standards and/or criteria as set forth in this Order.

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- B. "Affiliate(s)" shall mean, with respect to a Party, any other company, partnership, or other entity which directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Party. For purposes of such definition, the term "control" of an entity shall mean the power to direct or cause the direction of the management and policies of such entity whether through the ownership of voting securities, by contract, or otherwise.
- C. "AI System" means any Artificial Intelligence (including without limitation any generative Artificial Intelligence), large language model, or machine learning system or algorithm.
- D. "Artificial Intelligence" or "AI" means technology that can make decisions, create predictions, generate new content, or recognize patterns without being explicitly programmed to do so.
- E. "Authorized Representative" means the person authorized by Buyer's cognizant purchasing organization to administer and/or execute this Order and who has sole authority to make contractual commitments on behalf of Buyer, to provide contractual direction, and to change contractual requirements of this Order.
- F. "Buyer" means the Northrop Grumman legal entity identified on the face of this Order.
- G. "Classified Information" means any information or material, regardless of physical form or characteristics, that is owned by, produced or for, or under the control of the U.S.G., and determined pursuant to Executive Order 13526, December 29, 2009 (75 Federal Register 707, January 5, 2010) or prior orders to require protection against unauthorized disclosure, and is so designated as "Confidential," "Secret," or "Top Secret." See Federal Acquisition Regulation (FAR) 52.204-2, Security Requirements.
- H. "Data" means all financial information, business information, designs, dimensions, specifications, drawings, patterns, computer files or software, know how, reports or other information, including but not limited to Technical Data, used in the design and manufacture of Products or the provision of Services. Data may be recorded in a written or printed document, computer or electronically stored, software, or any other tangible form of expression.
- I. "Defense Article" shall have the meaning defined in ITAR 22 C.F.R. § 120.31.
- J. "Defense Service" shall have the meaning defined in ITAR 22 C.F.R. § 120.32.
- K. "Order" means the instrument of contracting, including these terms and conditions and attachments, exhibits, and other items specifically referenced in or attached to this Order, and any subsequent changes or modifications.
- L. "Party/Parties" means Buyer and Seller individually/collectively.
- M. "Prime Contract" means the contracting instrument issued to Buyer or Buyer's higher tier customer by the U.S.G. for the acquisition of Products and/or Services.
- N. "Product(s)" means those goods, supplies, software licenses, Data, materials, articles, items, parts, components or assemblies, and any incidental Services described in this Order.
- O. "Proprietary Information" means information disclosed by the Parties to support performance of this Order that is provided or otherwise made available by Buyer (hereinafter the "Disclosing Party") to Seller (hereinafter the "Receiving Party") and is marked proprietary or bears a marking of like import. Information accessed or made available in electronic form shall be considered Proprietary Information if: (i) any display of the information also displays a proprietary legend or (ii) if such information is accessed or made available to the Receiving Party via a secure website or portal. Orally or visually disclosed information shall be deemed Proprietary Information only if identified as proprietary at the time of disclosure and summarized and confirmed in a written and labeled description delivered to the Receiving Party within thirty (30) days.
- P. "Seller" means the Party with whom Buyer is contracting under this Order.

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- Q. "Sensitive Information" means any Information that is collected, processed, maintained, used, shared, or disseminated in connection with this Order that requires protection to ensure its confidentiality, integrity and availability including, but not limited to, any Northrop Grumman Proprietary Information and third party Proprietary Information (identified as such), Personal Information, export-controlled information, Covered Defense Information as defined in DFARS 252.204-7012, and Controlled Unclassified Information (CUI) defined in the National Archives and Records Administration (NARA) Registry, available at <https://www.archives.gov/cui/registry/category-list>.
- R. "Service(s)" means Seller's time and effort, including any items, articles, Data, or similar materials provided to Buyer which are incidental to the performance of the Service.
- S. "Technical Data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). Technical Data also includes unclassified and Classified Information as defined in the International Traffic in Arms Regulations (ITAR) 22 Code of Federal Regulations (C.F.R.) § 120.33 and Technology, as defined in the Export Administration Regulations (EAR) Part 772 and Supplement 1 to Part 774.
- T. "U.S.G." means the federal government of the United States of America and its Executive Departments, Military Departments, Government Corporations, Independent Establishments, and Executive Agencies as defined in 5 U.S.C. Chapter 1.

2. ORDER ACCEPTANCE

- A. This Order is Buyer's offer to Seller to purchase the Products and/or Services described in this offer. Any additional terms proposed in Seller's acceptance of Buyer's offer including, but not limited to, shrink-wrapped or click-through terms not specifically negotiated and identified on this Order, which add to, vary from, or conflict with the terms herein are hereby objected to by Buyer. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the contract between the Parties and may hereafter be modified only by written instrument executed by the authorized representatives of both Parties. If this Order carries a Defense Priorities & Allocations System (DPAS) rating, Seller shall provide unqualified written Acceptance or rejection to Buyer's Authorized Representative within fifteen (15) working days after receipt of a DO rated order and within ten (10) working days after receipt of a DX rated order. For non-DPAS rated orders, any of the following shall constitute Seller's unqualified acceptance of this Order and these terms and conditions: (a) acknowledgement of this Order; (b) furnishing of any part of the Products and/or Services under this Order; (c) acceptance of any payment for the Products/Services under this Order; or (d) commencement of performance under this Order.
- B. After acceptance of this Order or at any time during the performance of this Order, if Seller identifies any portion of this Order is inaccurate, inconsistent or incomplete, then Seller shall promptly notify Buyer in writing and work with Buyer to resolve such discrepancies in good faith.

3. ORDER OF PRECEDENCE

In the event of any inconsistency between any parts of this Order, the inconsistency shall be resolved by giving precedence in the following order:

- A. Contract Security Classification Specifications
- B. Order (including mandatory clauses flowed down in accordance with prime/sub-contract requirements) with the latest Order taking precedence
- C. Order Terms and Conditions (including any referenced Addenda), but excluding Federal Acquisition Regulation (FAR/Defense FAR Supplement (DFARS) Clauses and Provisions and

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Other Agency Supplemental Clauses (identified in Clause 58 or separately attached to this Order)

- D. FAR/DFARS and Other Agency Supplemental Clauses (identified in Clause 58 or separately attached to this Order) to the extent not already addressed in B and/or C above
- E. Statement of Work
- F. Specifications/Drawings
- G. Quality/Mission Assurance Requirements
- H. Supplier Data Requirements List (SDRL)/Data Item Description (DID)
- I. Other Referenced Documents

4. ASSIGNMENT

- A. Seller shall not assign or transfer, in whole or in part, this Order or any of its rights, payments, claims or interest under this Order without Buyer's prior, written consent. Any purported assignment in contravention of this clause shall be deemed null and void.
- B. Buyer may make direct settlements or adjustments in price, or both, with Seller under the terms of this Order notwithstanding any assignment of claims for money due or to become due under this Order and without notice to the assignee.

5. SUBCONTRACTING

- A. Seller shall not subcontract the entirety or any part of this Order without the prior written authorization of Buyer, and Seller shall require an agreement with conforming performance requirements from immediate and lower-tier suppliers. This restriction on subcontracting shall not apply to authorized distributors, dealers, jobbers or industrial suppliers nor shall it apply to purchases of standard commercial articles, including electronic components or raw materials including castings, forgings, and rough welded structures on which Seller will perform further work.
- B. No subcontract placed under this Order shall provide for payment on a cost-plus-percentage-of-cost basis and Seller agrees to select subcontractors/suppliers on a competitive basis to the maximum practical extent consistent with the objectives and requirements of this Order.
- C. Any subcontract, assignment, or other transfer of rights or obligations arising under this Order and made to a foreign person, as defined in the International Traffic in Arms Regulations or the Export Administration Regulations, must comply with the Export and Import Compliance clause herein.

6. INVOICING AND PAYMENT (for Firm-Fixed Price Order)

- A. Unless otherwise specified in this Order, Seller will refer to Buyer's invoice instructions document on the Online Automated Supplier Information System (OASIS) website located at <https://www.northropgrumman.com/suppliers/doing-business-with-northrop-grumman/payment-and-invoicing/> for invoicing and submission information.
- B. Payment terms will be stated in this Order. Payment due dates, including discount periods, will be calculated from the date of Buyer's Acceptance of Product(s) or Service(s) or correct invoice, whichever is later. Any applicable discount will be taken on the full amount invoiced. Buyer has the right, without loss of discount privileges, to pay invoices covering Products shipped in advance of schedule on the normal maturity after the date specified for delivery. Payment shall not constitute Acceptance or approval of Products or Services rendered. At any time prior to final payment under this Order, Buyer may have invoices validated. Payment of Seller's invoices shall be subject to adjustment for any amounts found to have been improperly invoiced. Buyer shall be entitled at all times to set off (a) any amount owing at any time from Seller to Buyer or any of its Affiliates; (b) any damages resulting from Seller's default under or breach of any contract (including any purchase order and these terms); (c)

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any adjustment for shortage or rejection and any associated costs, against any amount payable at any time by Buyer or any of its Affiliates to Seller.

- C. Release of Financial Liability and Claims. All amounts accrued and made payable by the Buyer to the Seller under this Order shall be invoiced in full no later than one hundred and eighty (180) days from the contractual end date of performance (The Limitation Period). Unless otherwise mutually agreed to by the Parties, Seller hereby agrees to release and discharge the Buyer, its officers, agents, and employees, successors and assigns of and from all liabilities, obligations, and claims arising out of or under this Order, where such are submitted after the stated one hundred and eighty (180) day "Limitation Period".
- D. Payments to Seller shall be made to the designated financial account at an office or branch of a regulated bank located in the United States To prevent and detect fraudulent and unauthorized payment instructions, Seller shall implement and maintain multifactor authentication and other reasonable security measures on Seller's network systems accounts, including any Seller Ariba Network account, and any Seller email accounts, including cloud based email accounts such as Microsoft 365, through which payment instructions could be transmitted to Buyer. Buyer shall not be responsible to pay Seller for any misdirected payments or other damages or losses attributable to Seller's failure to use multifactor authentication and other reasonable security measures.

7. SERVICE RATES, INVOICING, PAYMENT (for Time and Material Order)

- A. The rates for straight time and overtime work, which Seller will bill Buyer, for Services furnished under this Order, shall be those set forth in this Order. Buyer shall make no payment for work performed during holiday, or other overtime periods, unless such work is expressly authorized by Buyer.
- B. Seller represents that the rates set forth in this Order include all profit, wages, salaries, overhead, taxes, and other costs and expenses.
- C. Unless otherwise specified in this Order, Seller will refer to Buyer's invoice instructions document on the Online Automated Supplier Information System (OASIS) website located at <https://www.northropgrumman.com/suppliers/doing-business-with-northrop-grumman/payment-and-invoicing/> for invoicing and submission information.
- D. All work performed beyond the stated expiration date or total funding of this Order will be at Seller's "own risk." No legal liability on the part of Buyer may arise until Seller receives written notice from Buyer that the period of performance has been extended and funding is available.
- E. Payment terms will be stated in this Order. Payment due dates, including discount periods, will be calculated from the date of Buyer's Acceptance of Product(s) or Service(s) or correct invoice, whichever is later. Any applicable discount will be taken on the full amount invoiced. Buyer has the right, without loss of discount privileges, to pay invoices covering Products shipped in advance of schedule on the normal maturity after the date specified for delivery. Payment shall not constitute Acceptance or approval of Products or Services rendered. At any time prior to final payment under this Order, Buyer may have invoices validated. Payment of Seller's invoices shall be subject to adjustment for any amounts found to have been improperly invoiced. Buyer shall be entitled at all times to set off (a) any amount owing at any time from Seller to Buyer or any of its Affiliates; (b) any damages resulting from Seller's default under or breach of any contract (including any purchase order and these terms); (c) any adjustment for shortage or rejection and any associated costs, against any amount payable at any time by Buyer or any of its Affiliates to Seller.
- F. Release of Financial Liability and Claims. Within one hundred and twenty (120) days (or longer period if approved in writing by the Buyer) after settlement of the final annual indirect cost rates for all years of a physically complete Order, the Seller shall submit a completion invoice

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or voucher to reflect the settled amounts and rates. The Seller is responsible for providing status of any Seller audits to the Buyer upon request. If the Seller fails to submit a completion invoice or voucher within the time specified above, the Buyer may- (A) Determine the amounts due to the Buyer under this Order; and (B) Record this determination in a unilateral modification to this Order. This determination shall constitute the final decision of the Buyer in accordance with the Disputes clause.

- G. Billing rates. Until final annual indirect cost rates are established for any period, the Buyer shall reimburse the Seller at billing rates established in this Order, subject to adjustment when the final rates are established. These billing rates- (1) Shall be the anticipated final rates; and (2) May be prospectively or retroactively revised by mutual agreement, at either Party's request, to prevent substantial overpayment or underpayment.
- H. Payments to Seller shall be made to the designated financial account at an office or branch of a regulated bank located in the United States. To prevent and detect fraudulent and unauthorized payment instructions, Seller shall implement and maintain multifactor authentication and other reasonable security measures on Seller's network systems accounts, including any Seller Ariba Network account, and any Seller email accounts, including cloud based email accounts such as Microsoft 365, through which payment instructions could be transmitted to Buyer. Buyer shall not be responsible to pay Seller for any misdirected payments or other damages or losses attributable to Seller's failure to use multifactor authentication and other reasonable security measures.

8. {RESERVED}**9. DEFECTIVE WORK**

- A. Notwithstanding any prior Acceptance, Buyer may reject or require prompt correction of any Products or Services which are, in Buyer's judgment, defective in material or workmanship or otherwise fail to meet the drawings, designs, statement of work, specifications or other technical documents, or other requirements of this Order.
- B. If Seller delivers defective or nonconforming Products or Services, Buyer may take one of the following actions:
 - 1. Accept all or part of the defective or non-conforming Products or Services at an equitable price reduction or credit against any amounts that may be owed to Seller under this Order or otherwise;
 - 2. Reject all or any part of a delivery or performance of defective or non-conforming Products or Services and demand delivery of conforming Products or re-performance of Services. All rejected Products shall be shipped back to Seller at Seller's expense and any re-performance of defective or nonconforming Services shall be at no cost to Buyer. All repair, replacement and other correction and redelivery shall be completed within the original delivery schedule unless otherwise directed by Buyer. Any rejected or corrected Products or Services shall not thereafter be tendered for Acceptance unless the former rejection or requirement for correction is disclosed;
 - 3. If Seller is unable or unwilling to re-perform or correct defective or nonconforming Products or Services, Buyer may:
 - a. Make or perform, or have a third party make or perform, all repairs, modifications, or replacements necessary to enable such Product or Service to comply in all respects with Order requirements and charge the expense incurred to Seller; or
 - b. Terminate this Order for default in whole or in part.
- C. Seller shall immediately notify Buyer upon discovery of actual or potential defects or non-conformance affecting delivered Product or performed Service.

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- A. Seller expressly warrants that all Product(s) delivered and Service(s) performed hereunder shall be free from defects, shall be of good materials and workmanship, shall conform to all requirements of this Order, and shall be free of any claim of any third party.
- B. The foregoing warranties shall survive inspection and Acceptance of, and payment for, the Product(s) delivered and Service(s) performed hereunder and shall remain in effect as to each Product furnished or Service performed and shall run to Buyer, its successors, assigns, and customers. These warranties shall not be deemed to limit any warranties of additional scope given to Buyer by Seller, nor limit Buyer's rights or Seller's obligations under any other provision of this Order, at law or in equity. No warranties are waived by Buyer supplying, reviewing, commenting upon, or approving plans, specifications, or Data, issuing changes to this Order, or inspecting or Acceptance of the Product(s) or Service(s) or both.
- C. Buyer may determine the Product(s) or Service(s) or both do not to meet the warranties and guarantees specified herein. For Product(s), Buyer may, within its sole discretion, return such Product(s) to Seller at Seller's expense, including transportation charges, for correction, replacement, repair, or credit. For Service(s), Buyer may, within its sole discretion, refuse to confirm satisfactory completion of Service(s) and require Seller re-perform such Service(s). If repair, replacement, or re-performance of the Product(s) or Service(s) or both is not timely, Buyer may elect to return, repair, replace, or re-procure the non-conforming Work at Seller's expense. Any corrected, replaced, or repaired Product(s) or re-performed Service(s) shall be subject to the provisions of this Clause. Should Buyer's customer require Acceptance of the Product(s) or Service(s) or both not conforming to this warranty, the Parties will mutually agree on consideration to Buyer, including but not limited to a refund or equitable reduction in price.

13. CHANGES

- A. Buyer's Authorized Representative may at any time, by written order, and without notice to sureties or assignees, if any, make changes within the general scope of this Order. in (1) drawings, designs, statement of work, specifications, planning and /or other technical documents; (2) method of shipment, packaging, or packing; (3) time and place of inspection, delivery or Acceptance; (4) reasonable adjustments in quantities and/or delivery schedules; (5) place of performance of the Service; (6) the amount of Buyer/Government furnished property; and (7) terms and conditions required to meet Buyer's obligations under its higher tier contract or Prime Contract, including, but not limited to, any mandatory flow-down clauses.
- B. If any authorized change causes an increase or decrease in the cost or time required to perform this Order, Buyer and Seller shall negotiate an equitable adjustment in the price and/or schedule, to reflect the increase or decrease. Buyer shall modify this Order in writing accordingly.
 1. Any claim for adjustment shall be unconditionally waived unless: (i) asserted in writing and delivered to Buyer's Authorized Representative within fifteen (15) days of the date of the written change order and (ii) a fully supported proposal is delivered to Buyer's Authorized Representative within thirty (30) days of the date of the written change order.
 2. If Seller claims the cost of any Product made obsolete or excess, Buyer shall have the right to prescribe the manner of disposition of the Product to include the right to acquire that Product for cost claimed.

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3. Buyer, its Authorized Representatives, and its customer have the right to examine any of Seller's pertinent books and records for the purpose of verifying Seller's claim. However, at Seller's request, in lieu of Buyer, a mutually agreeable third party can examine books and records to verify Seller's claim.
 4. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" clause hereof. However, Seller shall not be excused from proceeding with this Order as changed.
- C. Buyer's engineering, technical personnel and other representatives may from time to time render assistance or give technical advice or discuss issues or engage in an exchange of information with Seller's personnel concerning the Products or Services hereunder. No such action shall be deemed to be a change, nor shall it be the basis for an equitable adjustment, and no such action shall relieve Seller of its obligations under this Order.

14. GOVERNING LAW

Both Parties agree that, irrespective of the place of performance of this Order, this Order will be governed, construed, and interpreted according to the law of the Commonwealth of Virginia, without regard to its conflict of laws or choice of law rules or principles, except that any provision of this Order incorporated from the Federal Acquisition Regulation (FAR) or any agency regulation that supplements the FAR shall be governed by the federal common law of government contracts. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Order.

15. DISPUTES

- A. Any dispute arising under or in connection with this Order with respect to the rights, duties, or obligations of the Parties shall be submitted in writing for resolution to ascending levels of management of the respective Parties.
- B. If a dispute cannot be resolved to both Parties' mutual satisfaction, after good faith negotiations, within ninety (90) days from the date of the written claim is received by the other Party, or such additional time as the Parties agree upon in writing, either Party may bring suit. If federal courts have subject matter jurisdiction to resolve a dispute, the Parties agree that the dispute shall be brought only in a federal district court in the Commonwealth of Virginia. The Parties waive any objection based on lack of personal jurisdiction, improper venue or *forum non conveniens*.
- C. Pending any prosecution, appeal, or final decision referred to in this clause, or the settlement of any dispute arising under this Order, both Parties shall proceed diligently, with their respective obligations under this Order.
- D. To the maximum extent permitted by law, the Parties waive any right to a jury trial.
- E. In no event shall Buyer be liable for anticipated profits, incidental or consequential damages. Buyer's liability on any claim, of any kind and for any loss or damage arising out of, connected with or resulting from this Order, or from the performance or breach thereof shall, in no case, exceed the price allocable to the Products and/or Services, or unit thereof, which gives rise to the claim. Buyer shall not be liable for penalties of any description. Any action resulting from any breach on the part of Buyer as to the Products and/or Services delivered hereunder must be commenced within one year after the cause of action has accrued.
- F. In no event shall Seller acquire any direct claim, or direct course of action against the U.S.G. except as authorized by law.

16. TERMINATION (for Time and Material Order)

Buyer, without cause or prior preliminary notification, may terminate this Order, in whole or in part, when it is in the best interest of Buyer. If this Order is so terminated, Buyer shall be liable

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only for payment in accordance with the payment provisions of this Order for Services rendered prior to the effective date of termination, and Seller shall have no claim against Buyer for Services not performed, anticipatory profits lost or indirect or consequential damages claimed to have been suffered by reason of such termination.

17. TERMINATION FOR CONVENIENCE (for Firm Fixed Price Order)

- A. This Order and any and all rights granted and obligations assumed hereby may be terminated in whole or part by Buyer giving written notice to Seller. Upon receipt of a notice of termination, and except as otherwise directed by Buyer, Seller shall immediately, as to the terminated portion of this Order and regardless of any delay in determining or adjusting any amounts due under this clause, promptly stop work, notify subcontractors to stop work, and protect property in Seller's possession in which Buyer has or may acquire an interest.
- B. As directed by Buyer, Seller shall transfer title and possession to Buyer of any inventory and property, including plans, drawings, and information held by Seller which is for Buyer's Order. In accordance with Buyer's instructions, Seller shall assign to Buyer all right, title, and interest of Seller under the subcontracts of Seller that are terminated, in which case Buyer shall have the right to settle or to pay any termination settlement proposal arising out of those terminations. With approval or ratification to the extent required by Buyer, Seller shall settle all outstanding liabilities and termination settlement proposals arising from the termination of Seller's subcontracts; the approval or ratification will be final for purposes of this clause.
- C. Seller shall submit a termination settlement proposal within sixty (60) days after the effective date of the termination notice incorporating all claims of Seller in the form and with the certification prescribed by Buyer. Seller and Buyer may agree upon the whole or any part of the amount to be paid because of the termination and this Order shall be amended and Seller paid the agreed amount. In no event shall payment to Seller exceed the total Order price as reduced by the amount of payments previously made and this Order price of work not terminated. The cost principles and procedures of FAR Part 31, in effect on the date of this Order, shall govern all costs claimed, agreed to, or determined under this clause.
- D. Unless otherwise provided in this Order, Seller shall maintain all records and documents relating to the terminated portion of this Order for three (3) years after final settlement. This includes all books and other evidence bearing on Seller's costs and expenses under this Order. Seller shall make these records and documents available to Buyer, at Seller's office, at all reasonable times, without any direct charge.

18. TERMINATION FOR DEFAULT (for Firm Fixed Price Order)

- A. Subject to paragraphs C and D below, Buyer may terminate this Order in whole or in part, by written notice of default to Seller if Seller:
 - 1. Fails to deliver the Products or to perform the Services within the time specified in this Order or any extension;
 - 2. Fails to make progress so as to endanger performance of this Order or to perform any of the other provisions of this Order and does not cure that failure within a period of ten (10) days after receipt of the notice from Buyer specifying Seller's failure to perform; or
 - 3. Becomes insolvent or makes a general assignment for the benefit of creditors, or files or has filed against it a petition of bankruptcy or pursues any other remedy under any other law relating to the relief for debtors, or in the event a trustee or receiver is appointed for Seller's property or business; or assignment.
- B. If Buyer terminates this Order in whole or in part, it may acquire, under the terms and in the manner Buyer considers appropriate, Products or Services similar to those terminated, and Seller will be liable to Buyer for any excess costs for those Products or Services. However,

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- Seller shall continue the work not terminated. In addition, Buyer may rework or repair any Product or re-perform any Service, at Seller's cost.
- C. If the failure to perform is caused by the default of a subcontractor of Seller at any tier, and if the cause of the default is beyond the control of both Seller and subcontractor, and without the fault or negligence of either, Seller shall not be liable for any excess costs for failure to perform, unless the subcontracted Products or Services were obtainable from other sources in sufficient time for Seller to meet the required delivery schedule.
 - D. If this Order is terminated for default, Buyer may require Seller to transfer title and deliver to Buyer, as directed by Buyer, any (1) completed Products, and (2) partially completed Products and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that Seller has specifically produced or acquired for the terminated portion of this Order. Upon direction of Buyer, Seller shall also protect and preserve property in its possession in which Buyer has an interest.
 - E. Buyer shall pay this Order price for completed Products delivered or Services performed and Accepted. Seller and Buyer shall agree on the amount of payment for manufacturing materials delivered and Accepted and for the protection and preservation of the property.
 - F. Buyer shall, at its option, have the right to set off against, or appropriate and apply to the payment or performance of any obligation, sum or amount owing at any time to Buyer under this Order, all deposits, amounts, or balances held by Buyer for the account of Seller, any amounts owed by Buyer to Seller, and any sum Buyer determines to be necessary to protect Buyer against loss because of outstanding liens or claims of former lien holders.
 - G. The rights and remedies of Buyer in this clause are in addition to any other rights and remedies provided by law or under this Order.

19. GOVERNMENT OR BUYER PROPERTY

- A. Title to all property furnished to Seller by Buyer, Buyer's customer, or U.S.G., or paid for by Buyer or U.S.G. shall remain with Buyer or U.S.G., as applicable. Seller shall not alter or use such property for any purpose or for any other Party other than that specified by Buyer or U.S.G., without the prior written consent of Buyer or U.S.G. If Buyer or U.S.G. agrees to pay Seller for acquisition of tooling and equipment, either separately or as a stated part of the unit price of Products purchased herein, title to the same shall pass to Buyer or U.S.G., as applicable, upon (i) commencement of processing for use in performance of this Order, or (ii) Buyer payment therefore, whichever occurs first.
- B. Seller shall assume the risk of, and be responsible for, any loss, theft, destruction of or damage to Buyer property while in Seller's possession or control. If Seller damages any property, Seller shall be responsible for making repairs, or replacement, at no cost to Buyer.
- C. Seller shall assume full risk of loss, and be responsible for, any loss, theft, destruction of or damage to U.S.G. property while in Seller's possession or control and shall be responsible for making repairs or replacing the item at no cost to the U.S.G. when FAR 52.245-1, Alternate 1, applies to this Order (Reference Section 58 of the terms and conditions for applicability). If FAR 52.245-1 is applicable, then Seller shall have limited risk of loss for lost or damaged U.S.G. property and shall seek relief of accountability to the Buyer in accordance with FAR 52.245-1 (f)(1)(vii).
- D. Upon Buyer's or U.S.G.'s written request to Seller for any property under this clause, if Seller cannot locate Buyer or U.S.G. property within five (5) days, Seller shall notify Buyer or U.S.G. that the item was not located and Seller subsequently has twenty (20) days to find the misplaced property. After such period, if it has not been located, the property shall be deemed "lost" and at Buyer's or U.S.G.'s election, Seller shall either reimburse Buyer or U.S.G. for the

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replacement and all related delay costs, or remake the lost property at no cost to Buyer or U.S.G., or seek relief of accountability depending the applicable risk of loss provisions of this Order.

- E. Seller shall return all Buyer or U.S.G. owned property in a condition as good as when received except for reasonable wear and tear. Seller shall establish and maintain a property control system approved by Buyer and in accordance with the provisions of FAR 52.245-1 for the control of U.S.G. or Buyer owned property. Seller shall also notify Buyer if its property system is deemed inadequate by the U.S.G. If Seller's property control system is deemed inadequate at the time of award of this Order or becomes disapproved anytime during performance of this Order, then the provisions FAR 52.245-1 Alternate 1 shall automatically apply and Seller shall assume full risk of loss for U.S.G. property regardless of the contract type of this Order or the basis of award. At all times, Buyer and the U.S.G., as applicable, shall have access to Seller's facilities for the purpose of reviewing its compliance with the management of U.S.G. or Buyer property related to this Order.

20. {RESERVED}**21. TAXES AND DUTIES**

The price of this Order includes all applicable foreign and domestic federal, state, and local taxes, duties, tariffs, and similar fees ("Taxes") levied upon, or measured by, the sale, the sales price, or use of Products and/or the performance of Services associated with this Order. Seller shall separately list on its invoice (or voucher) any Taxes. Seller shall comply with any reasonable request by Buyer regarding Tax payments under protest and shall make appropriate adjustments to afford Buyer the benefit of any refund or reduction in Taxes.

22. INFORMATION OF BUYER AND SELLER

- A. Unless expressly stated otherwise herein, the exchange of information under this Order shall be governed by this Order and, in particular this Clause, which supersedes any prior agreement between Buyer and Seller to protect information relating to the purpose of this Order.
- B. The Receiving Party shall hold all Proprietary Information in confidence and restrict disclosure thereof to only its employees, contract labor, subcontractors, advisors, and agents who have a need to know so that the Receiving Party may perform its obligations under this Order and are under obligations to hold such information in confidence under terms and conditions at least as restrictive as the terms and conditions of this Order.
- C. Seller agrees to use Buyer's Proprietary Information only for purposes necessary for performing Seller's obligations under this Order and shall not use Buyer's Proprietary Information for any other purpose without the prior written consent of Buyer. Upon Buyer's request, Seller shall destroy or transfer to Buyer all existing copies of Buyer's Proprietary Information. If the Proprietary Information is copied or reproduced in whole or in part, the copy or reproduction shall carry the same marking as that which appears on the original.
- D. Seller agrees that Buyer may share Seller's information with other contractors under Buyer's higher tier contract or Prime Contract, and any follow-on contracts to such agreements, if the other contractors need to use Seller's information to complete their contracts provided that (1) any restrictive markings remain on the information, (2) the other contractor is under an obligation to protect Seller's Proprietary Information to the same degree as provided herein, and (3) the other contractor's use of the information is limited to performance of a contract under Buyer's higher tier contract or Prime Contract, and any follow-on contracts to such agreements.

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- E. Seller further hereby grants to Buyer and Buyer's higher tier customer a non-exclusive, irrevocable, worldwide, right and license to copy, modify, use and disclose to the U.S.G. or any higher tier contractor any information received from Seller, including Seller's Proprietary Information, for the performance of this Order and any higher tier contract or Prime Contract from which this Order is issued, and any follow-on contracts to such agreements.
- F. The Receiving Party agrees to use at least the same degree of care in safeguarding the Disclosing Party's Proprietary Information, including during storage and transmittal, as it uses for its own Proprietary Information, but in no case less than reasonable care. Promptly upon discovery of an unauthorized disclosure, access, or use, the Receiving Party shall: (a) notify the Disclosing Party; (b) make reasonable attempts to retrieve the Proprietary Information; (c) comply with any reasonable written requests of Disclosing Party regarding such unauthorized disclosure, access, or use; and (d) review and take other reasonable action as appropriate to prevent any future unauthorized disclosures, accesses, or uses.
- G. Exceptions.
 - 1. The Receiving Party shall not be liable hereunder for use or disclosure of Proprietary Information which occur after such Proprietary Information:
 - a. is or becomes publicly known through no wrongful act of the Receiving Party; or
 - b. is known to or in the possession of the Receiving Party without restriction on disclosure or use through no wrongful act of the Receiving Party, as evidenced by competent proof; or
 - c. is rightfully received by the Receiving Party from a third party without restriction and without breach of this Order; or
 - d. is independently developed by the Receiving Party without the use of or reference to the Proprietary Information.
 - 2. In addition, the Receiving Party shall not be liable hereunder for use or disclosure of Proprietary Information if such Proprietary Information is disclosed to satisfy a legal order by a court of competent jurisdiction or U.S.G. action; provided, however, that the Receiving Party shall first advise the Disclosing Party within sufficient time prior to the disclosure so that the Disclosing Party has the opportunity to seek appropriate relief from the court or governmental order, and provided further that the Receiving Party shall disclose only those portions of the Proprietary Information legally required to be disclosed and request confidential treatment of the Proprietary Information by the court or governmental entity.
- H. All documents and other tangible media transferred in connection with this Order, together with any copies thereof, are and remain the property of Buyer.
- I. Neither the existence of this Order nor the disclosure hereunder of Buyer information or any other information shall be construed as granting expressly, by implication, by estoppel or otherwise, a license under any invention or patent now or hereafter owned or controlled by Buyer or Buyer's customer, except as specifically set forth herein.
- J. The Receiving Party agrees that the Proprietary Information of the Disclosing Party is valuable and unique, and that the loss resulting from unauthorized disclosure thereof may cause irreparable injury to the Disclosing Party, which may not be adequately compensated in money damages. The Receiving Party, therefore, expressly agrees that the Disclosing Party shall be entitled to seek injunctive and/or other equitable relief, in addition to any other remedies available to the Disclosing Party for breach of this clause.
- K. A Party's obligations with respect to information or Data disclosed hereunder prior to the performance in full or termination of this Order shall not, except as expressly set forth herein, be affected by such performance in full or termination.

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- L. Notwithstanding the foregoing, nothing in this clause is intended to affect the rights or exercise of rights, if any, obtained by the U.S.G. under the "Rights in Technical Data — Other Than Commercial Products and Commercial Services" clause DFARS 252.227-7013 and "Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation" clause DFARS 252.227-7014, or any similar or successor clauses, or other clauses that may be contained in any contracts or subcontracts between Buyer and Seller and any customer.
- M. Without limiting Seller's other obligations under this Order, Seller hereby represents, warrants and covenants that: (i) Seller shall not disclose or provide to any AI System accessible to any person other than Buyer and Seller, or use with any AI System accessible to any person other than Buyer and Seller, any Buyer Proprietary Information or Buyer Sensitive Information or any portion or derivative thereof; and (ii) Seller shall not use, or permit to be used, any Buyer Proprietary Information or Buyer Sensitive Information, or any portion or derivatives thereof, in any training or development of any AI System or any portion thereof or of any other datasets, systems, algorithms or methodologies, except as Buyer may agree in writing on a case-by-case basis. Seller shall not disclose or provide to any AI System (including any AI System accessible only by Buyer and/or Seller) any Buyer Proprietary Information or Buyer Sensitive Information, or any portion or derivative thereof, if the AI System will train or develop itself based on such information or maintain any persistent copy of such information, or any portion or derivative thereof.
- N. Defend Trade Secrets Act provision – applicable only to individuals or to be flowed down to individuals. Pursuant to the Defend Trade Secrets Act of 2016, if Seller is an individual, Seller acknowledges that he/she shall not have criminal or civil liability under any Federal or State trade secret law for the disclosure of a trade secret that (a) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, if Seller files a lawsuit for retaliation by Buyer for reporting a suspected violation of law, then Seller may disclose the trade secret to Seller's attorney and may use the trade secret information in the court proceeding, provided Seller both files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. Seller agrees to flow down this provision to all contract labor and agents of Seller who are authorized under this Order to receive Buyer's Proprietary Information and who are individuals.
- O. Buyer's right to use and disclose information provided under this Clause 22 shall not be affected by termination or completion of this Order and remains in effect until performance in full of all contracts and agreements through which Buyer needs to use Seller's information to perform under Buyer's higher tier contract or Prime Contract, and any follow-on contracts to such agreements. The limitations on the scope of use of information under this Clause 22 shall not be affected by termination or completion of this Order.

23. SUBCONTRACT DELIVERABLES

Seller agrees and acknowledges that all deliverables, or portions thereof, under this Order ("Deliverable Materials") may be incorporated into deliverables under Buyer's higher tier contract or Prime Contract. Seller agrees to timely deliver all Deliverable Materials to Buyer and mark all Deliverable Materials containing Technical Data and computer software in strict accordance with FAR 52.227-14, DFARS 252.227-7013 or 252.227-7014, or other special clauses, such as H-clauses, which apply to this Order (collectively referred to as "Government Rights Clauses"). Seller will not apply any markings or legends that are inconsistent with or otherwise prohibited by the

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Government Rights Clauses or deemed by the U.S.G. to restrict the rights of the U.S.G. ("Prohibited Markings"). If Seller's Deliverable Materials contain any legends that are not specifically authorized in the Government Rights Clauses, Buyer will formally accept Seller's Deliverable Materials only after obtaining U.S.G. acceptance of such legends. Upon Buyer's written request, Seller, at Seller's sole expense, will, within thirty (30) days of receiving Buyer's written request, remove or correct any Prohibited Markings from its Technical Data and computer software and will promptly resubmit the revised Technical Data and computer software to Buyer. If Seller does not remove or correct the Prohibited Markings and resubmit the revised Technical Data and computer software to Buyer within the allotted thirty (30) day period, Buyer may remove or correct Seller's Prohibited Markings on the copies of the Deliverable Materials for delivery to the U.S.G. under Buyer's higher tier contract or Prime Contract. This Clause 23 shall survive termination or completion of this Order.

24. INTELLECTUAL PROPERTY RIGHTS

- A. "Intellectual Property" means ideas, inventions, information, works of authorship, and symbols, names, images, and designs embodied in for example, Technical Data, designs, computer software, mask works, computer models, Data, drawings, formulae, specifications, diagrams, processes, know-how, procedures and technology, and all legal rights therein.
- B. "Works" means physical manifestations of Intellectual Property created under this Order.
- C. "Background Intellectual Property" means Intellectual Property that is (i) in existence prior to the effective date of this Order or (ii) is designed, developed or licensed by a Party after the effective date of this Order independently of both (A) the Work undertaken or in connection with this Order and (B) the Proprietary Information and Intellectual Property of the other Party to this Order.
- D. "Foreground Intellectual Property" means all Intellectual Property conceived, created, acquired or initially reduced to practice in connection with this Order.
- E. Each Party shall retain and exclusively own all rights in its Background Intellectual Property and in all Foreground Intellectual Property that it creates. Foreground Intellectual Property jointly generated by employees of more than one Party shall be jointly owned. Neither Party shall have any obligation to account to the other Party for income arising from use of the jointly owned Foreground Intellectual Property. Nothing in this clause shall modify or alter any rights that the U.S.G. may have in any Products and/or Services, including Data or software deliverables to the U.S.G.
- F. Seller hereby grants to Buyer a non-exclusive, worldwide, right and license to copy, modify, use, sell, offer for sale and disclose any Work or other deliverable delivered by Seller under this Order for the performance of this Order and any higher tier contract or Prime Contract, and any follow-on contracts to such agreements. Notwithstanding the above license, Buyer shall not have the right to copy or modify any Seller hardware, except as provided by Clause 9.B (Defective Work) and Clause 12.C (Warranty). If the Work or other deliverable contains third party intellectual property, Seller agrees to obtain the rights from the third party that are sufficient for Seller to grant Buyer the rights in the above license. Seller warrants that it has the rights in the Work or other deliverable sufficient to grant to Buyer the above license.
- G. The terms of this Clause 24 shall survive termination or completion of this Order.

25. INTELLECTUAL PROPERTY INFRINGEMENT, WARRANTY, AND INDEMNITY

- A. Seller warrants that the performance of Seller under this Order, including any Services provided by Seller to Buyer, and the sale, use, or incorporation into manufactured Products of all machines, devices, material, software, and firmware which are not of Buyer's design,

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composition, or manufacture shall be free and clear of infringement of any valid patent, copyright, trademark, mask works, or other proprietary rights.

- B. Seller shall indemnify, defend, and hold harmless Buyer, its directors, officers, employees, consultants, agents, Affiliates, successors, permitted assigns and customers ("Indemnitees") from and against all claims, suits, actions, awards (including but not limited to awards based on intentional infringement of patents known at the time of such infringement, exceeding actual damages and/or including attorney's fees and/or costs), liabilities, damages, costs and attorney's fees related to the actual or alleged infringement of any U.S. or foreign intellectual property right (including, but not limited to, any right in a patent, trademark, copyright, industrial design or semiconductor mask work, or based on misappropriation or wrongful use of information or documents) and arising out of the performance of Seller under this Order or the manufacture, sale or use of Products delivered by Seller under this Order, or the provision of Services by Seller under this Order, by either Buyer or Buyer's customer ("Infringement Claims"). Buyer and/or its customer will duly notify Seller of any such Infringement Claim and Seller will, at its own expense, fully defend such Infringement Claim on behalf of the Indemnitees. Seller will have no obligation under this clause with regard to any infringement arising from (a) the compliance of Seller's new Product design with formal specifications issued by Buyer where infringement could not be avoided in complying with such specifications or (b) use or sale of Products for other than their intended application in combination with other items when such infringement would not have occurred from the use or sale of those Products solely for the purpose for which they were designed or sold by Seller.
- C. If the manufacture, use or sale of a Product delivered by Seller under this Order is likely to be or is enjoined as a result of a suit, Seller, at no expense to Buyer, shall obtain for Buyer and its customer the right to use and sell the Product or shall substitute an equivalent Product acceptable to Buyer, at its sole discretion, and extend this indemnification thereto.
- D. Notwithstanding the foregoing, when this Order is performed under the authorization and consent of the U.S.G. to infringe U.S. Patents, Seller's liability for U.S. patent infringement under this Order shall be coextensive with Buyer's liability.
- E. For purposes only of this Clause and Clause 26 below, the term "Buyer" will include Northrop Grumman Corporation and all Northrop Grumman subsidiaries and all directors, officers, agents and employees of Northrop Grumman Corporation or any Northrop Grumman Corporation subsidiary.

26. INDEMNIFICATION

Seller shall indemnify, defend, and hold harmless the Indemnitees, as defined in Clause 25 above, from and against all costs, losses, expenses, damages, claims, suits, or any liability whatsoever (including attorneys' fees), arising out of or in connection with the work to be performed hereunder, including the Products to be sold hereunder, or any act or omission, or any violation of any applicable law, executive order, or regulation, of or by Seller, its agents, employees, or subcontractors, except to any extent otherwise expressly provided for elsewhere within this Order. Buyer will inform Seller of any claim, demand or suit asserted or instituted against it and, with Buyer's consent, permit Seller to defend the same or make settlement in respect thereof. Buyer shall have the right to participate in the defense of any such claim, demand or suit with counsel of its choosing at Buyer's expense and Seller may not settle, compromise or consent to the entry of any judgment in respect thereof, without Buyer's prior written consent, unless such settlement, compromise or consent: (i) includes an unconditional release of Buyer from all liability arising out of such claim, demand or suit; (ii) is solely monetary in nature; and (iii) does not include an admission of fault by Buyer or otherwise adversely affect Buyer. If Seller fails to indemnify, defend

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and hold harmless Buyer as provided in this clause, then Seller shall pay for any damages, attorney's fees, and any other fees, costs, and expenses that may be incurred by Buyer in the prosecution of any action to enforce the provisions of this clause.

27. {RESERVED}**28. INSURANCE**

- A. Seller and its subcontractors, at their sole cost and expense, will at all times, prior to commencement and throughout the period of performance of this Order, maintain with reputable insurance companies that are authorized to do business under the laws of the state(s) in which the work is being performed, insurance coverage in the minimum amounts as indicated below:
1. Worker's Compensation insurance coverage (or DBA, LS&H, or local equivalent outside the U.S.) as required by the laws of the state in which the work is performed and such insurance shall provide waiver of subrogation against Buyer.
 2. Employer Liability insurance in the amount of \$1,000,000.
 3. Commercial General Liability (CGL) (ISO form CG 0001 12/04 or equivalent) with a Combined Single Limit (CSL) of \$2,000,000 bodily injury and/or property damage. Coverage shall include, but not necessarily be limited to, premises and operations, Products and completed operations, and contractual liability.
 4. Property Insurance providing coverage for Seller property brought onto Buyer premises in which Seller retains the risk of loss including their own equipment, (stationary or mobile), tools (including employee tools), supplies, materials, or any other property owned, leased, or rented by Seller.
 5. Automobile Liability (AL) with a CSL of \$2,000,000 bodily injury and/or property damage covering all owned, hired and non-owned vehicles.
 6. If work involves Aviation or Spacecraft Products, Aviation Products Liability with a CSL of \$100,000,000. In addition, for any Seller who will be responsible for aircraft in their care, custody and control, hangarkeepers liability insurance with adequate limits to cover all such aircraft at any one location.
 7. If project involves ownership or lease of an aircraft on Buyer's behalf, Aviation Hull and War Risk for Replacement Cost or Agreed Value.
 8. For foreign direct sales, such insurance as mandated by the country involved.
 9. Additional insurance types and/or limits will be necessary if the work involves special or hazardous operations. The special or hazardous operations include, but are not limited to: information technology/cyber risk, dispensing of medical care, operations involving the nuclear hazard, providing professional engineering advice, large construction projects (above \$5,000,000) hazardous waste, food service (including liquor liability), crane operation, work above ground, work below ground, and operations involving demolition or explosives. Following are examples for additional types of insurance:
 - a. Errors and omissions or professional liability.
 - b. Commercial Crime, including employee dishonesty coverage, and if relevant, computer crime and wire transfer coverage, with limits of at least \$5 million per occurrence. Coverage must apply to loss or damage to Buyer (or to third parties for whom services are performed), that is caused by Seller's employees.
 - c. Environmental impairment liability or pollution liability insurance with a minimum limit of \$10 million per event, \$10 million aggregate covering the Seller's relevant locations under this agreement.

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- d. Warehouse liability insurance with a minimum limit of \$10 million, covering the Seller's relevant locations under this agreement. Coverage must not contain exclusions for financial records of any kind.
10. Such other insurance as Buyer may require as set forth in this Order or an attachment hereto.
11. Limits required may be met by any combination of primary and umbrella/excess insurance.
12. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Seller.
13. The insurance required under this Order must be placed with insurers rated "A-" or better by A.M. Best Company, Inc.
14. The duty to defend, indemnify, and hold harmless Buyer under this agreement shall not be limited by the insurance required in this Order.
- B. The insurance required in this Order shall include the following provisions:
 1. Seller shall waive the insurer's rights of recovery and subrogation against Buyer;
 2. The insurance required in subparagraphs A2, A3, A5, and A6 above, shall name Buyer as an additional insured;
 3. Seller's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by Buyer and any insurance, self-insurance or self-retention maintained by Buyer shall be excess of Seller's insurance;
 4. Severability of interests wording in all policies and endorsements where Buyer is named as an additional insured;
 5. The legal defense provided to Buyer under the policy and any endorsements where Buyer is named as an additional insured must be free of any conflicts of interest, even if retention of separate legal counsel for Buyer is necessary; and
 6. The insolvency or bankruptcy of the insured Seller shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Seller from meeting the retention limit under the policy.
- C. If requested, Seller shall provide a Certificate of Insurance to the Buyer's Authorized Representative evidencing Seller's compliance with these requirements. Seller shall also furnish renewed certificates upon request of Buyer's Authorized Representative.

29. EXCUSABLE DELAY – FORCE MAJEURE

Except for a default of Seller's subcontractor at any tier, neither Buyer nor Seller shall be liable for any failure to perform due to any cause beyond its reasonable control and without its fault or negligence. Such causes include, but are not limited to: (1) acts of God or of the public enemy; (2) acts or failure of any government in either its sovereign or contractual capacity; (3) fires, floods, epidemics, terrorism, quarantine restrictions, strikes, freight embargoes, nuclear incident, or any other act or event beyond reasonable control and without the fault of either Party or its subcontractors. In the event that performance of this Order is hindered, delayed, threatened to be delayed, or adversely affected by causes of the type described above, then the Party whose performance is so affected shall immediately notify the other Party's Authorized Representative in writing, including all relevant information with respect thereof, and shall likewise notify promptly of any subsequent change in the circumstances, and at Buyer's sole option, this Order shall be completed with such adjustments to delivery schedule as are reasonably required by the existence of such cause or this Order may be terminated for convenience.

30. LABOR DISPUTES

Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance of this Order, Seller shall immediately give notice to Buyer's

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Authorized Representative and provide all relevant information including, but not limited to, nature of dispute, labor organizations involved, contingency plans regarding the protection of Buyer's Order, and estimated duration. Seller shall also provide updated reports throughout the dispute duration. Seller agrees to insert the substance of this clause, including this sentence, in any lower-tier subcontract where a labor dispute might delay timely performance of this Order.

31. COMPLIANCE WITH LAWS

- A. Seller shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.
- B. Environmental Health and Safety Performance. Seller shall maintain environmental, health and safety management systems as appropriate to ensure compliance with applicable federal, state, and local requirements. Seller further agrees to continuously promote a safe and healthy workplace and a sustainable environment related to water and air quality, water and energy conservation, greenhouse gas emission reductions, solid and hazardous waste reductions. Seller shall convey the requirements of this Clause 31(B) to its suppliers.
- C. RESERVED
- D. Anti-Corruption Compliance. Seller represents, warrants and covenants that:
 1. It has not and will not, directly or indirectly, pay, promise, offer, or authorize the payment of any money or anything of value in connection with this Order to: (i) an officer, employee, agent or representative of any government, including any department, agency, or instrumentality thereof or any person acting in an official capacity thereof; (ii) a candidate for political office, any political party or any official of a political party; or (iii) any other person or entity while knowing or having reason to know that all or any portion of such payment or thing of value will be offered, given or promised, directly or indirectly, to any person or entity for the purpose of assisting Buyer in obtaining or retaining business, or an improper business advantage. Without limiting the generality of the foregoing, Seller shall not directly or indirectly, pay, promise, offer, or authorize the payment of any facilitating payment intended to expedite or secure performance of a routine governmental action, such as, customs clearance on behalf of Buyer.
 2. No gifts, travel expenses, business courtesies, hospitalities or entertainment of any nature have been or will be accepted or made in connection with this Order where the intent of was, or is, to unlawfully influence the recipient of the gift, travel expense, business courtesy, hospitality or entertainment. Seller also represents that any gifts, travel expenses, business courtesies, hospitalities or entertainment offered or provided shall meet the following conditions:
 - i. be permitted under the U.S. Foreign Corrupt Practices Act (FCPA) and the laws and regulations of the country in which this Order will be performed;
 - ii. be consistent with applicable social and ethical standards and accepted business practices;
 - iii. be of such limited value as not to be deemed a bribe, payoff or any other form of improper inducement or payment; and
 - iv. be of such nature that its disclosure will not cause embarrassment for Buyer.
 3. Upon written notice, Buyer or its authorized representatives may audit all pertinent books, records, work sites, offices, and documentation of Seller in order to verify compliance with this clause.
 4. Breach of any of the foregoing provisions of subparagraphs D.1. or D.2. of this clause by Seller shall be considered an irreparable material breach of this Order and shall entitle Buyer to terminate this Order immediately without compensation to Seller.

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- E. Seller shall comply with the requirements of 41 CFR 60-1.4(a). This regulation applies to all Orders regardless of value of this Order, and Seller shall flow this clause to all lower tier suppliers. This regulation prohibits discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

32. EXPORT/IMPORT AND SANCTIONS COMPLIANCE**A. Export and Sanctions Compliance.**

General. Performance of this Order may involve the use of or access to articles, Technical Data or software that is subject to export controls under 22 United States Code 2751 – 2799aa-2 (Arms Export Control Act) and 22 C.F.R. 120-130 (International Traffic in Arms Regulations or "ITAR") or 50 United States Code 4801 – 4826 (Export Control Reform Act of 2018), 15 C.F.R. 730-774 (Export Administration Regulations), 50 United States Code 1701-1708, (International Emergency Economic Powers Act, as amended), and their successor and supplemental laws and regulations, or may implicate U.S. sanctions laws and regulations, including those administered by the U.S. Department of Treasury Office of Foreign Assets Control in 31 C.F.R. 500-599, and their successor and supplemental laws and regulations (collectively hereinafter referred to as the "Export and Sanctions Laws and Regulations"). Seller shall comply with any and all Export and Sanctions Laws and Regulations, and any authorization(s) issued thereunder.

1. Registration. If Seller is a U.S. entity and is engaged in the business of either exporting or manufacturing (whether exporting or not) Defense Articles or furnishing Defense Services, Seller represents that it shall maintain an active registration with the U.S. Department of State's Directorate of Defense Trade Controls, as required by the ITAR, throughout the performance of this Order, and that it maintains an effective export and import compliance program in accordance with the ITAR.
2. Seller shall not re-transfer any export-controlled articles or information (e.g. Technical Data or software) to any other non-U.S. person or entity (including Seller's dual and/or third-country national employees) without first complying with all the requirements of the applicable Export and Sanctions Laws and Regulations. Prior to any proposed re-transfer, Seller shall first obtain the written consent of Buyer. No consent granted by Buyer in response to Seller's request shall relieve Seller of its obligations to comply with the provisions of paragraph A. of this clause or the Export and Sanctions Laws and Regulations, nor shall any such consent constitute a waiver of the requirements of paragraph A. hereinabove, nor constitute consent for Seller to violate any provision of the Export and Sanctions Laws and Regulations.

B. Political Contributions, Fees and Commissions.

1. If this Order is valued in an amount of \$500,000 or more, then in performance of this Order, Seller shall not directly or indirectly pay, offer or agree to pay any political contributions or any fees or commissions, in each case as defined below.
 - a. For purposes of this clause and pursuant to 22 C.F.R. 130.6, "political contribution" means any loan, gift, donation or other payment of \$1,000 or more made, or offered or agreed to be made, directly or indirectly, whether in cash or in kind, which is:
 - i. To or for the benefit of, or at the direction of, any non-U.S. candidate, committee, political party, political faction, or government or governmental subdivision, or any individual elected, appointed or otherwise designated as an employee or officer thereof; and
 - ii. For the solicitation or promotion or otherwise to secure the conclusion of a sale of Defense Articles or Defense Services to or for the use of the armed forces of a non-U.S. country or international organization. Taxes, customs duties, license fees, and

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- other charges required to be paid by applicable law or regulation are not regarded as political contributions.
- b. For purposes of this clause and pursuant to 22 C.F.R. 130.5, "fee or commission" means any loan, gift, donation or other payment of \$1,000 or more made, or offered or agreed to be made directly or indirectly, whether in cash or in kind, and whether or not pursuant to a written contract, which is:
 - i. To or at the direction of any person, irrespective of nationality, whether or not employed by or Affiliated with Seller; and
 - ii. For the solicitation or promotion or otherwise to secure the conclusion of a sale of Defense Articles or Defense Services to or for the use of the armed forces of a non-U.S. country or international organization.
 - 2. Seller agrees to provide prompt notification to Buyer's Authorized Representative should any offer, agreement or payment of political contributions, fees or commissions (as defined herein and pursuant to this Order) be made in contravention of the prohibition in this Section B.
- C. Export Jurisdiction/Classification.
Seller shall provide the applicable Export Control Classification Number ("ECCN") or ITAR categorization for all Products furnished by Seller to Buyer, except when Seller is manufacturing to Buyer's design. Any product (to include data) developed via an Artificial Intelligence (AI) tool and subject to export controls must be properly marked by Disclosing Party. If Seller is not the original equipment manufacturer, Seller shall obtain the ECCN or ITAR classification information from its source of supply. Seller will include the ECCN or ITAR designation on its packing slips and shipping documentation and also provide to Buyer on Buyer's request.
- D. Import Compliance.
Seller shall comply with all U.S. Customs and Border Protection laws and regulations (e.g., 19 C.F.R.) and all other applicable U.S.G. regulations pertaining to importations of Products and materials into the United States under this Order. Seller shall assume all U.S. import responsibilities, to include designation as U.S. Importer of Record, Customs clearance, duty, permits, licenses, taxes, and fees for Products entering into the United States under this Order. Unless otherwise agreed in writing, Buyer will not assume any import liabilities for Products and materials procured through this Order. Seller shall obtain the written consent of Buyer prior to causing Products to be shipped directly (i.e., "drop shipped") from the premises of any non-U.S. supplier to Buyer's facility.

33. NOTIFICATION OF STATUS CHANGES

- A. By accepting this Order, Seller certifies that all Seller qualification and business information, representations and certifications applicable to this Order remain valid. If Seller's status under any of the applicable representations and certifications has changed, Seller must complete and submit to Buyer's Authorized Representative revised representations and certifications prior to taking any action indicating acceptance as stated on the face of this Order.
- B. Seller agrees to provide prompt notification to Buyer's Authorized Representative of any event or change in circumstances that could affect Seller's performance under this Order such as ineligibility to contract with U.S.G., debarment, assignment of consent agreement, designation under U.S. or foreign sanctions laws and regulations, expiration or cancellation of ITAR registration, potential violation of Export and Sanctions Laws and Regulations (or authorizations issued thereunder), initiation or existence of a U.S.G. investigation, change in place of performance, decrease in manufacturing capacity, diminishing manufacturing sources or material shortages, increase in production requirements, labor reductions, financial or

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organizational conflicts of interest, and significant financial conditions requiring any of the preceding changes.

- C. Sellers that have provided anti-corruption compliance due diligence information (e.g., related to Seller's ownership and personnel, subsidiaries and third parties, including but not limited to Buyer's due diligence questionnaire, and related certifications) to a Buyer representative or through Buyer's *Global Trust* website shall provide Buyer with prompt notification and details of any changes to its owners, officers, directors or other information contained in such due diligence materials, and agrees to promptly cooperate with Buyer and provide additional information reasonably requested related to such changed information. In the event of a material change to the owners, offices, directors or other information contained in the due diligence material supplied to Buyer, Buyer reserves the right to suspend performance under this Order by providing written notice to Seller in order for Buyer to conduct anti-corruption due diligence upon such changed circumstances.
- D. Seller shall notify Buyer of any proposed change in Control within thirty (30) days prior to such event. The notice shall describe in reasonable detail the proposed transaction structure and any proposed changes to management, operations, domicile, key locations, the board of directors and/or ownership (along with a commitment to cooperate with Buyer and provide additional information reasonably requested related to such proposed change in Control). Seller shall not effect a change in Control without prior, written consent from Buyer, such consent not to be unreasonably withheld. For purposes of this Order, "Control" means the power, directly or indirectly, to (a) vote more than fifty percent of the securities that have ordinary voting power for the election of Seller's directors; or (b) direct, or cause the direction of, the management and policies of Seller whether by voting power, contract, or otherwise. If a Person or Entity obtains "Control" by acquiring more than fifty percent of the securities that have ordinary voting power for the election of Seller's directors, that acquisition may be accomplished by one or multiple transfers. For purposes of this Order, "Person or Entity" means a natural person, corporation, limited partnership, general partnership, limited liability company, limited liability partnership, joint stock company, joint venture, association, company, trust, or other organization, whether or not a legal entity, and a government or agency or political subdivision of that entity.
- E. Seller shall provide written notification to Buyer prior to making any changes to Seller's tooling, facilities, materials, or processes, and/or shall provide written notification to Buyer upon becoming aware of any such changes by Seller's subcontractors at any tier, that could affect Seller's performance under this Order. This requirement includes changes to fabrication, assembly, handling, inspection, Acceptance, testing, manufacturing location, parts, materials, or suppliers. Seller shall notify Buyer of any pending or contemplated future action to discontinue Products purchased pursuant to this Order and shall allow Buyer to submit a forecast of expected annual usage prior to Seller finalizing its decision to discontinue the Products. Seller shall provide Buyer with a "Last Time Buy Notice" at least twelve (12) months prior to the actual discontinuance. Seller shall extend opportunities to Buyer to place last time buys of such Products with deliveries not to exceed one hundred eighty (180) days after the last time buy date. Seller shall flow down to subcontractor(s) the requirements of this Clause and all other applicable flow down provisions.
- F. Failure to provide the notice under this clause shall be deemed a material breach of this Order.

34. PROHIBITED ACTIVITIES AND CONTACTS

- A. Activity Prohibitions. For Sellers delivering Products or performing Services outside of the U.S., unless specifically authorized in writing by Buyer, Seller shall not engage in any of the

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following activities on behalf of Buyer under this Order: acting as an agent of Buyer; marketing or sales promotion; lobbying; freight forwarding; consulting services; performing offset (industrial participation) consulting or brokering services; acting as a distributor or reseller; or activity as a joint venture party.

- B. Contact Prohibitions. For Sellers delivering Products or performing Services outside of the U.S., unless specifically authorized in writing by Buyer, Seller shall not contact, either directly or indirectly, public officials of any country other than the U.S., United Kingdom, Canada, Australia, Belgium, Denmark, Netherlands, New Zealand, Norway, Sweden, Germany, France, or Italy in furtherance of its performance on behalf of Buyer under this Order.

35. RELEASE OF INFORMATION AND ADVERTISING

- A. Except as required by law, Seller shall not release to anyone outside Seller's organization any information, or confirmation or denial of same, with respect to this Order or the subject matter hereof without the prior written approval of Buyer. Requests for approval shall be made at least fifteen (15) days before the proposed date for release and shall identify the specific information to be released, the medium to be used, and the purpose for the release. Additionally, Seller shall not use the name "Northrop Grumman" or any other Buyer trade name, any Products, parts thereof or replicas of Products, or in any other way identify Buyer in any advertisement, display, news release, or other disclosure without Buyer's prior written consent. The Parties agree that in the event a news release is so approved and made, such news will recognize Buyer and Seller.
- B. The Seller agrees to insert the substance of this clause, including this sentence, in any lower tier subcontract. Seller shall submit requests for authorization to the Buyer.

36. PARTIAL INVALIDITY, NONWAIVER, REMEDIES

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

37. RELATIONSHIP OF THE PARTIES

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

38. ANTI-TRAFFICKING IN PERSONS

- A. Seller is prohibited from engaging in activities that support or promote trafficking in persons, including, but not limited to, any of the following:
1. Trafficking in persons, including, but not limited to the following:
 - a. sex trafficking; or

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- b. the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subsection to involuntary servitude, debt bondage, or slavery.
 2. The procurement of a commercial sex act;
 3. The use of forced labor in the performance of company business;
 4. The use of misleading or fraudulent recruitment activities;
 5. Charging employees recruitment fees;
 6. Failing to pay for the return transportation at the end of employment for an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working;
 7. Providing or arranging housing that fails to meet the host country housing and safety standards; or
 8. If required, failing to provide an employment contract, recruitment agreement, or similar work document in writing, in the individual's native language and prior to the individual departing from his or her country of origin.
- B. Seller represents and warrants that it shall abide by and comply with the requirements of this clause. Further, Seller shall require its employees, agents, contract labor and subcontractors to abide by and comply with the requirements of this clause.
- C. Upon written notice, Buyer or its Authorized Representatives audit all pertinent books, records, work sites, offices, and documentation of Seller in order to verify compliance with this clause. Seller will, in all of its lower-tier subcontracts and contracts relating to this or any other Buyer Order with Seller, include provisions which secure for Buyer all of the rights and protections provided for within this clause.
- D. Seller acknowledges that if Seller or any of its employees, agents, or contract labor engages in any of the prohibited activities in this clause, this Order is subject to termination.
- E. Whenever Seller has knowledge, whether substantiated or not, that any actual or suspected violation of this clause has occurred, Seller shall immediately give written notice to Buyer's Authorized Representative and provide all relevant information including, but not limited to, the nature of the actual or suspected violation.
- F. Seller shall provide its full cooperation during any subsequent investigation of the actual or suspected violation by Buyer, Buyer's representative, or cognizant government agency. Seller's cooperation shall include, but not be limited to, permitting inspection of its work sites, offices, and documentation, as necessary to support any investigation.
- G. Seller agrees to insert the substance of this clause, including this sentence, in any lower-tier subcontract and in all contracts with agents.

39. FACILITY SECURITY AND SAFETY

- A. If this Order requires Seller's personnel, including its employees and subcontractors ("Seller Engaged Personnel"), to enter premises which are owned, operated, or managed by Buyer or Buyer's customer ("Premises"), Seller shall (1) comply with all safety and security rules and requirements as may be prescribed by Buyer or Buyer's customer, as well as the laws of the State and locality where such Premises are located; and (2) take such additional precautions as Buyer or Buyer's customer may reasonably require for safety and accident prevention purposes, including safety training. Seller agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of the personnel of Seller, Buyer's customer, and Buyer, associated with Seller's performance of this Order. Seller Engaged Personnel may not enter areas or perform any work where explosives or other serious hazards are present without advanced written approval from Buyer or Buyer's customer.

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- B. Seller is responsible for ensuring that Seller Engaged Personnel entering Premises are made aware of applicable security requirements, and at all times display proper identification badges approved by Buyer. Seller is required to notify Buyer whenever it terminates any Seller Engaged Personnel issued a badge by Buyer or if such badge is lost. Seller Engaged Personnel issued a badge must be capable of reading and understanding Buyer's or Buyer's customer processes and procedures relevant to duties that Seller Engaged Personnel are to perform on the Premises.
- C. Seller acknowledges that prior to allowing Seller Engaged Personnel access to the Premises, (1) Buyer may require Seller to perform background checks on Seller Engaged Personnel using a background check service company, and (2) Buyer may deny Seller Engaged Personnel access to the Premises based on the results of such background checks.
- D. Any violation of this Clause, unless promptly corrected as directed by Buyer, shall be grounds for termination of this Order in accordance with the Termination for Default clause herein.

40. STOP WORK ORDER

- A. Buyer may, at any time, by written notification to Seller, require Seller to stop all, or any part of the work called for by this Order for a period of ninety (90) days after the written notification is delivered to Seller, and for any further period to which the Parties may agree. The notification shall be specifically identified as a Stop-Work Order (SWO) issued under this clause. Upon receipt of the SWO, Seller shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the SWO during the period of work stoppage. Within a period of ninety (90) days after a SWO is delivered to Seller, or within any extension of that period to which the Parties shall have agreed, Buyer shall either (1) cancel the SWO or (2) terminate the work covered by the SWO as provided for in the applicable termination clause contained herein.
- B. If a SWO issued under this clause is canceled or the period of that SWO or any extension thereof expires, Seller shall resume work. Buyer shall make an equitable adjustment in the delivery schedule or Order price, or both, and this Order shall be modified in writing accordingly if (1) the SWO results in an increase in the time required for, or in Seller's cost properly allocable to, the performance of any part of this Order; and (2) Seller asserts its rights to the adjustment within twenty (20) days after the end of the period of work stoppage.
- C. If a SWO is not canceled and the work covered by the SWO is terminated for the convenience of Buyer, Buyer shall allow reasonable costs resulting from the SWO in arriving at the termination settlement. If a SWO is not canceled and the work covered by this Order is terminated for default, Buyer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the SWO.

41. SUSPECT/COUNTERFEIT PARTS

- A. This clause is applicable to all Orders. If DFARS 252.246-7007 and DFARS 252.246-7008 are also applicable to this Order, the provisions of paragraphs (a) – (e) of DFARS 252.246-7007, including its definition of "electronic parts," are incorporated in this paragraph by reference and "Contracting Officer" shall mean "Buyer". Seller shall establish and maintain a material authenticity process that ensures the requirements of these clauses or other authenticity requirements in this Order are met. Seller's obligation to substantiate authenticity shall survive Acceptance of and payment for Products delivered under this Order.
- B. Seller shall not furnish suspect counterfeit or counterfeit parts to Buyer under this Order. All material delivered under this Order shall be authentic and traceable to the original manufacturer. Seller shall provide authenticity and traceability records to Buyer upon request. Electronic parts shall not be acquired from brokers unless approved in advance in writing by

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Buyer. Seller shall immediately notify Buyer if Seller cannot provide parts, components, and/or assemblies traceable to the original component manufacturer or the original equipment manufacturer. Upon receipt of such notification, Buyer reserves the right to terminate this Order at no cost to Buyer or require specific material validation test and inspection protocol requirements to Seller.

- C. Seller shall immediately notify Buyer in writing if Seller becomes aware of, or has reason to suspect that, any part, component or end item, purchased from Seller for delivery to Buyer, contains counterfeit parts or suspect counterfeit parts. If suspect counterfeit or counterfeit parts are identified in any of the Products delivered hereunder, such items will be impounded by Buyer. Seller shall promptly replace such suspect/counterfeit parts with parts acceptable to the Buyer. Seller shall be liable for all costs relating to the removal and replacement of said parts, including without limitation Buyer's external and internal costs of removing such suspect/counterfeit parts, of reinserting replacement parts and of any testing or validation necessitated by the reinstallation of Seller's Products after suspect/counterfeit parts have been exchanged. Buyer's remedies described herein shall not be limited by any other clause agreed upon between Buyer and Seller in this Order and are in addition to any remedies Buyer may have at law, equity or otherwise under this Order. At Buyer's request, Seller shall return any removed suspect counterfeit or counterfeit parts to Buyer in order that Buyer may turn such parts over to its U.S.G. customer for further investigation. For purposes of this clause, Seller agrees that any U.S.G. directive/information or GIDEP alert, indicating that such parts are suspect counterfeit or counterfeit, shall be deemed definitive evidence that Seller's Products contain suspect counterfeit or counterfeit parts.
- D. Seller agrees to insert the substance of this clause, including this sentence, in any lower tier subcontract.

42. DIVESTITURES, MERGERS and ACQUISITIONS

- A. Upon Buyer's divestiture of any Affiliate, division, business unit, line of business or sector ("Divested Entity"), Buyer may assign in whole or in part the Products and/or Services that are the subject of this Order to that Divested Entity. Upon execution of an assignment, Buyer shall have no further rights or obligations with respect to the assigned services (with the exception of any unpaid service fees which remain due on the effective date of such assignment) and the Divested Entity shall become the "customer" of record for those assigned Products/Services.
- B. Divested entities will have the right, for a period of twelve (12) months post-divestiture, to continue to purchase the Products and/or Services covered under this Order, or Buyer may purchase such Products and/or Services under this Order on behalf of the divested entities.
- C. Buyer may access and use the Products and/or Services under this Order to provide transitional services to the Divested Entity, including transitional access and use of the Products and/or Services by the Divested Entity, during the transition period at no additional charge (i.e., no charge other than fees otherwise due to Seller under this Order as if the Divested Entity were a part of Buyer) provided that Buyer is and remains current on the payment of all fees due to Seller under this Order. If applicable, Buyer shall assign software licenses to the Divested Entity once the transition period ceases.
- D. Buyer shall have the unrestricted right to transfer the software license(s) to its parent and/or any subsidiary or Affiliate of Buyer upon written notification to Seller/licensor of such transfer without payment of additional costs or fees.
- E. If Buyer merges with or acquires any Affiliate, division, entity, business unit, line of business or sector ("Merged Entity") that has a pre-existing agreement with Seller at lower pricing than

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incorporated in this Order, the Parties shall amend this Order to incorporate such lower pricing.

- F. If Buyer merges with or acquires a Merged Entity that has a need for Seller's Products and/or Services, both Buyer and Merged Entity will be permitted to make purchases using this Order, including its pricing, in support of the Merged Entity.

43. COMPLETE AGREEMENT

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

44. STANDARDS OF BUSINESS CONDUCT FOR SUPPLIERS AND OTHER TRADING PARTNERS

Pursuant to Seller's certified profile in Buyer's supplier management system, Seller shall comply with the Northrop Grumman Standards of Business Conduct For Suppliers And Other Trading Partners (available at <https://www.northropgrumman.com/suppliers/doing-business-with-northrop-grumman/northrop-grumman-standards-of-business-conduct-for-suppliers-and-other-trading-partners/>) (the "Northrop Grumman Supplier Code") or Seller's equivalent. Seller shall ensure that its employees are aware of the compliance requirements, as outlined in the Northrop Grumman Supplier Code or Seller's equivalent, and the importance of ethical behavior. Seller represents and warrants that it has not participated, and will not participate, in any conduct that violates the Northrop Grumman Supplier Code or Seller's equivalent. If Buyer determines that Seller is in violation of the Northrop Grumman Supplier Code or Seller's equivalent, Buyer may terminate this Order upon written notice to Seller and Buyer shall have no further obligation to Seller. For the avoidance of doubt, if Seller's equivalent ever ceases to be equivalent to the Northrop Grumman Supplier Code, Seller shall immediately comply with the Northrop Grumman Supplier Code.

45. RESPONSE TO AUDIT

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

46. DELIVERY, TITLE, SOURCING

- A. All Parties expressly agree that time is and shall remain a material element of this Order and no acts of Buyer, including without limitation, modifications to this Order or Acceptance of late deliveries, shall constitute a waiver of this provision.
- B. Title free of liens or encumbrances shall pass to Buyer upon Acceptance (except as otherwise specified within this Order); however, passing of title shall not relieve Seller of any other obligations under this Order.
- C. All deliveries shall be strictly in accordance with the applicable quantities and schedules set forth in this Order. Unless otherwise provided in this Order, delivery in whole or part shall not be made more than ten (10) days prior to required delivery dates. Buyer reserves the right to (i) return over shipments and early shipments at Seller's expense, (ii) have payment therefore withheld by Buyer until the date that Products or Services are actually scheduled for delivery,

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- or (iii) be placed in storage, for which Seller shall be liable for the cost, until the delivery date specified herein.
- D. Whenever it appears Seller will not meet the delivery schedule, Seller shall immediately notify Buyer of the reason and estimated length of the delay. If Seller's delivery shall fail to meet the delivery schedule, Buyer, without limiting its other rights or remedies, may direct expedited routing, and any excess cost incurred thereby shall be debited to Seller's account.
 - E. If Seller is unable to meet the required delivery schedules for any reason, other than a change directed by Buyer, Buyer shall have the option to (1) terminate this Order, or (2) fill such Order or any portion thereof, from sources other than Seller and to reduce Seller's Order quantities accordingly at no increase in unit price, without any penalty to Buyer, or (3) accept late delivery and recover from Seller any costs Buyer incurs caused by the late delivery. This condition shall not limit Buyer's other rights and remedies Buyer may otherwise have under this Order or applicable law.
 - F. If Seller intends to source or ship direct from outside of the U.S. to Buyer then, in addition to complying with all applicable Export Regulations, Seller shall provide the name, country and contact information of the non-U.S. sources within ten (10) days after Order acceptance. Seller proposed sources outside of the U.S. must have a reputation for honesty and a company policy prohibiting bribes and facilitating payments intended to expedite or secure performance of a routine governmental action, such as, customs clearance. Buyer retains the right to deny Seller's use of Seller proposed sources within thirty (30) days of Seller notification. Seller shall ensure that Buyer's purchase does not transit through one of the proscribed countries listed in U.S. ITAR, 22 C.F.R. 126.1.

47. PACKAGING, PACKING, MARKING

- A. Seller shall be responsible for ensuring the proper packaging, packing, and marking of Product(s) delivered hereunder in accordance with this Order. Packaging, packing, and marking will conform to the instructions specified or provided by Buyer. Seller must assure package integrity throughout the shipping cycle. Each package and pack shall provide physical, chemical, and cleanliness protection to prevent damage or deterioration of the Product during handling, shipment and storage under anticipated environmental conditions. All materials, fabrication techniques and workmanship shall conform to the requirements specified herein or, if not specified, otherwise meet or exceed good commercial quality and practice. Damage resulting from improper Product packaging will be charged to Seller. Seller must comply with all applicable carrier regulations, including National Motor Freight Classification and Department of Transportation Regulations. No extra charge for packaging or insurance shall be allowed unless specifically noted herein. Products received without proper packaging, packing, marking and/or bar coding as set forth herein may be rejected by Buyer and returned to Seller at Seller's expense.
- B. All goods shall be prepared (cleaned, preserved, etc.) and packed per Military Standard Packaging, when required, or best commercial practice for export shipment in a manner to comply with carrier regulations and to prevent damage or deterioration during handling, shipment and indoor storage for up to ninety (90) days at destination. Wood Packaging Materials must meet International Standards for Phytosanitary Measures (ISPM) No. 15. If requested, Seller shall submit two (2) copies of its proposed packaging procedure and packing design to Buyer for review not less than sixty (60) days prior to the fabrication of the container required for first shipment, and shall prepare and package in accordance with said procedure and design.

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Unless otherwise noted on this Order, when shipping F.O.B. Shipping Point (Seller's Dock), Seller shall utilize Buyer's authorized carrier, and will refer to the Buyer's Carrier Routing Instructions documented on the Online Automated Supplier Information System (OASIS) website located at <https://www.northropgrumman.com/suppliers/shipping-receiving-and-logistics/> for shipping and transportation information. Buyer reserves the right to debit Seller's account for excessive charges relating to Seller's failure to comply with routing instructions identified on the OASIS website.

49. INSPECTION

- A. Buyer and its customer may inspect and test material, work in progress, Products and/or Services at all times and places during manufacture and otherwise. No inspection (including source inspection), test, approval (including design approval), or Acceptance of Products or Services, or failure to inspect and Accept or reject Products or Services, shall relieve Seller from responsibility for any defects or other failure to meet the requirements of this Order, or for latent defects, fraud, such gross mistakes that amount to fraud, or Seller's warranty obligations, nor impose liability on Buyer.
- B. Seller shall not substitute materials or accessories, even if Seller believes they are of superior quality, without written consent of Buyer.
- C. Unless otherwise stated in Buyer's specifications, the latest revision of applicable standards, specifications, or similar documents as of the date of this Order shall apply. If the Products are specifically manufactured for Buyer in accordance with drawings, designs, or specifications furnished by Buyer:
 1. Seller shall provide and maintain an inspection and quality control system acceptable to Buyer and provide access to Seller's facilities and applicable documented information including all lower-tier subcontractors' facilities used in performance of this Order at all reasonable times, and without additional charge, for inspection by Buyer's agents, employees, Buyer's customer and any applicable regulatory authority, and shall provide all tools, facilities, and assistance reasonably necessary for inspection relating to the performance of this Order;
 2. Seller shall maintain adequate and authenticated inspection and test documents which relate to work performed under this Order for a period of three (3) years after completion of this Order or as otherwise specified in this Order, and shall make such records available to Buyer upon request;
 3. Seller shall supply Buyer with inspection and test reports, affidavits, certifications, technical documents generated or related to this Order, or any other documents as may reasonably be requested by Buyer;
 4. Seller shall notify Buyer's Authorized Representative in writing of any changes in Product and/or process definition and obtain Buyer's written approval prior to proceeding; and
 5. Seller agrees to insert the substance of this clause, including this sentence, in any lower-tier subcontract.
- D. Final inspection and Acceptance by Buyer shall be at point of receipt by Buyer, unless otherwise specified in this Order.

50. OFFSET COMMITMENT (This clause shall only apply to Orders/Industrial Cooperation in excess of \$250,000.00)

- A. Definition: "Offset" means the obligations that Buyer undertakes, including those characterized as industrial cooperation, to assist a customer country in reducing any trade imbalance caused by its purchase of Buyer's Products or Services.

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- B. Offset credits resulting from this Order and any credits resulting from purchase orders placed hereunder to Seller's suppliers and subcontractors are the exclusive property of Buyer and may be used by Buyer and its Affiliates and subsidiaries to fulfill its Offset obligations.
- C. Seller shall provide a copy to NGOffset@ngc.com of each purchase order or subcontract placed under this Order which is with a non-U.S. source and exceeds \$100,000.00. Seller shall also provide any information and assistance to Buyer that Buyer may reasonably request in support of Buyer's efforts to secure Offset credit.
- D. Seller agrees to insert the substance of this clause, including this sentence, in any lower-tier purchase order or subcontract.

51. CUSTOMS TRADE PARTNERSHIP AGAINST TERRORISM (CTPAT) PROGRAM

- A. Buyer supports the U.S. Customs and Border Protection (CBP) in the CTPAT program. This program is designed to protect the supply chain from the introduction of terrorist contraband (weapons, explosives, biological, nuclear or chemical agents, etc.) in shipments to Buyer originating from off-shore of the U.S., or in drop shipments to Seller's sub-tier suppliers, Buyer's customers or other subcontractors originating from off-shore of the U.S. Seller shipments through U.S. importers, from manufacturers in foreign countries, and brokers/freight forwarders/carriers must be with transportation companies that are CTPAT validated by the U.S. Customs Service. In addition, Seller agrees to take such reasonable measures as may be required by Buyer to ensure the physical integrity and security of all shipments under this Order against the unauthorized introduction of harmful or dangerous materials, drugs, contraband, weapons or weapons of mass destruction or introduction of unauthorized personnel in transportation conveyances or containers. Such measures may include, but are not limited to, physical security of manufacturing, packing and shipping areas, restrictions on access of unauthorized personnel to such areas; personnel screening to the maximum limits of law or regulations in Seller's or manufacturer's country; and development, implementation and maintenance of procedures to protect the security and integrity of all shipments. Seller shall contact Buyer's Authorized Representative for assistance in identifying transportation companies that are validated under the CTPAT program. Information about CTPAT can be found at www.cbp.gov.
- B. Ocean/Land Container Shipments. Seller agrees to ensure the physical integrity and security of all ocean/land containers under this Order against the unauthorized introduction of harmful or dangerous materials, drugs, contraband, or weapons (including Weapons of mass destruction), or introduction of unauthorized personnel in transportation conveyances or containers. Seller's security measures must include, but are not limited to, physical security of manufacturing, packing and shipping areas, restrictions on access of unauthorized personnel to such areas. Staged ocean and land containers must be secured from unauthorized access, and the immediate surrounding areas must be inspected on a regular basis to ensure these areas remain free of visible pest contamination. Seller acknowledges that ocean and land border container shipments made under this Order must be with certified and validated transportation providers participating in their country's respective trade security program (Authorized Economic Operator, Partnership in Protection, Trusted Trader, CTPAT, or equivalent). Seller shall use International Standard Organization (ISO) 17712 high security seals and have written procedures that document and control access, distribution, controls in transit, and destruction of ISO 17712 seals. Transportation providers must notify the Buyer of the date, time, location, and reason any seal in transit is broken/replaced. Upon notification, Buyer, or its designee, may audit all pertinent records relating to the above and identify procedures in order to verify compliance with the requirements of this provision. Seller acknowledges that it has reviewed its supply chain security procedures and contractual terms

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with its transportation providers and by acceptance of this Order Seller certifies that its security procedures and transportation provider's contractual terms adhere to this clause and are in accordance with trade security requirements of its respective country.

52. CONFLICT MINERALS

- A. If Seller is providing Products to Buyer under this Order, Seller shall use commercially reasonable efforts to:
 - 1. identify whether such Products contain tin, tantalum, gold or tungsten;
 - 2. determine whether any such minerals originated in covered countries, as defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"); and
 - 3. perform appropriate due diligence on its supply chain in support of Buyer's obligations under the Act.
- B. Upon written request by Buyer, Seller shall provide a conflict minerals report using the Responsible Minerals Initiative (RMI) standard template.

53. DISPOSAL OF PRODUCTS

Upon completion or termination of this Order and as directed by Buyer, any excess Products, or parts thereof, shall be delivered free of charge to Buyer at the designated delivery point at Seller's risk and expense or destroyed and the destruction certified by Seller. Seller shall not sell, or otherwise dispose of as scrap or otherwise, any completed or partially completed or defective Products without defacing or rendering such Products unsuitable for use.

54. RESIDENT REPRESENTATIVES

Buyer reserves the right to assign representatives on an itinerant or resident basis at Seller's facilities or those of lower-tier subcontractors for the purpose of maintaining surveillance activities, including the right to witness any or all tests performed as part of the requirements of this Order. Seller shall provide Buyer's representatives with reasonable facilities and equipment, and unescorted free access to all areas essential to the proper conduct of the aforementioned activity throughout all phases of engineering, manufacturing, testing, packaging and shipping. In addition, Seller agrees to make available to Buyer's representatives pertinent planning, status, and forecast information and such other technical and management reporting as may be necessary for Buyer's representatives to carry out their responsibilities.

55. SELLER'S EMPLOYEES

- A. Employees of Seller who perform Services under this Order shall be citizens of the U.S., its possessions or territories, or lawful permanent residents as defined by 8 U.S.C. 1101(a)(20), or protected individuals as defined by 8 U.S.C. 1324b(a)(3). Seller shall provide certification of compliance upon Buyer request. Seller shall promptly notify Buyer of any changes to the certification. Failure to provide the certification, or notice of changes, may result in termination of this Order for default.
- B. Seller represents and warrants that Seller is an expert, fully competent in all phases of the work involved in producing and supporting all Products and performing all Services purchased under this Order. Buyer may require Seller to remove from Buyer's or Buyer's customer's premises any employee, agent, or representative of Seller, or any of its subcontractors and Buyer shall have the right to request and have replaced any personnel who fail to perform to Buyer's satisfaction.

56. PRIVACY - PROCESSING OF PERSONAL INFORMATION (Applicable Only to the Processing of Personal Information)

- A. Definitions

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1. "Controller" means any Person or organization that, alone or jointly with others, determines the purposes and means of the Processing of Personal Information.
2. "Data Privacy Framework" means the European Union (EU)-U.S. Data Privacy Framework, the UK Extension to the EU-U.S. Data Privacy Framework, and the Swiss-U.S. Data Privacy Framework.
3. "EU GDPR" means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation).
4. "Government Authority Request" means any subpoena, warrant, or other judicial, regulatory, governmental or administrative order, proceeding, demand or request (whether formal or informal) by a non-EU government or quasi-governmental or other regulatory authority (including law enforcement or intelligence agencies) seeking or requiring access to or disclosure of Personal Information.
5. "Personal Information" means any information relating to an identified or identifiable Person, including, but not limited to name, postal address, email address or other online contact information (such as an online user ID), telephone number, date of birth, social security number (or its equivalent), driver's license number (or other government-issued identification number), account information (including financial account information), payment card data (primary account number, expiration date, service code, full magnetic stripe data or equivalent on a chip), personal identification number, access code, password, security questions and answers, security tokens used for authentication, birth or marriage certificate, health insurance or medical information, or any other unique identifier or one or more factors specific to the individual's physical, physiological, mental, economic or social identity, whether such data is in individual or aggregate form and regardless of the media in which it is contained, that may be (i) disclosed at any time to Seller or its Personnel by Buyer or its Personnel in anticipation of, in connection with or incidental to the performance of Services for or on behalf of Buyer; (ii) Processed at any time by Seller or its Personnel in connection with or incidental to the performance of Services for or on behalf of Buyer; or (iii) derived by Seller or its Personnel from the information described in (i) or (ii) above.
6. "Personnel" means employees, agents, consultants or contractors of Seller or Buyer, as applicable.
7. "Processor" means any Person or Entity that Processes Personal Information on behalf of a Controller.
8. "Process" or "Processing" means any operation or set of operations performed upon Personal Information, whether or not by automatic means, such as creating, collecting, procuring, obtaining, accessing, recording, organizing, storing, adapting, altering, retrieving, consulting, using, disclosing or destroying the data.
9. "Sell" means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, Personal Information to another business or a third party for monetary or other valuable consideration.
10. "Standard Contractual Clauses" means (i) where the EU GDPR applies, the European Commission's Standard Contractual Clauses for the transfer of personal data from the European Union to processors established in third countries (controller-to-processor transfers) as set out in the Annex to Commission Implementing Decision 2021/914/EC dated 4 June 2021 ("EU SCCs"); and (ii) where the UK GDPR applies, "International Data

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Transfer Addendum to the EU Standard Contractual Clauses" issued by the UK Information Commissioner under s.119A(1) of the Data Protection Act 2018 ("UK Addendum").

11. "UK GDPR" means the EU GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2018.
- B. Seller shall hold in strict confidence any and all Personal Information.
- C. Unless Buyer elsewhere in this agreement recognizes Seller to be a Controller, Buyer shall have the exclusive authority to determine the purposes for and means of Processing Personal Information.
- D. In Processing Personal Information, Seller shall comply with all applicable laws in effect and as they become effective relating in any way to the privacy, confidentiality or security of Personal Information.
- E. Where applicable, Seller shall notify Buyer regarding the use of any AI System related to the Processing of Personal Information and comply with all applicable laws in effect and as they become effective.
- F. Seller shall Process Personal Information only on behalf and for the benefit of Buyer and only for the purposes of Processing Personal Information in connection with this Order, and will carry out its obligations pursuant to this Order and in accordance with Buyer's written instructions. Seller shall not Sell Personal Information.
- G. Seller shall limit access to Personal Information to its Personnel who have a need to know the Personal Information as a condition to Seller's performance of Services for or on behalf of Buyer, and who have explicitly agreed in writing to comply with legally enforceable privacy, confidentiality and security obligations that are substantially similar to those required by this clause. Seller will exercise the necessary and appropriate supervision over its relevant Personnel to maintain appropriate privacy, confidentiality and security of Personal Information. Seller will ensure that Personnel with access to Personal Information are periodically trained regarding privacy and security and the limitations on Processing of Personal Information as provided in this Order.
- H. To the extent Seller Processes Personal Information received by Buyer from a person in the European Economic Area ("EEA"), the UK or Switzerland, Seller shall (i) provide at least the same level of privacy protection for Personal Information received by Buyer from the EEA, the UK or Switzerland as is required by the Data Privacy Framework principles, (ii) promptly notify Buyer if at any time it determines that it can no longer meet its obligations to provide the same level of protection as is required by the Data Privacy Framework principles, and (iii) take reasonable and appropriate steps to stop and remediate, as directed by Buyer, the Processing of such Personal Information if at any time Buyer notifies Seller that Buyer has determined that Seller is not Processing the Personal Information in compliance with the Data Privacy Framework principles.
- I. In the event the Data Privacy Framework no longer applies to this Processing, Buyer and Seller will enter into Standard Contractual Clauses as follows:
 1. Module Two (Controller to Processor) of the EU SCCs hereby apply to any transfers of Personal Information outside of the EEA and/or its member states, and are deemed incorporated into this clause by reference, take precedence over the rest of this clause to the extent of any conflict, and are completed as follows:
 - a. The optional docking clause in Clause 7 does not apply;
 - b. In Clause 9, Option 2 (general written authorization) applies, and the minimum time period for prior notice of Subprocessor changes shall be one month; Notice shall be made to the following address: privacy@ngc.com.
 - c. In Clause 11, the optional language does not apply;

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- d. In Clause 17 (Option 1), the EU SCCs will be governed by law of Ireland;
 - e. In Clause 18(b), disputes will be resolved before the courts of Ireland;
 - f. Annex I, II, and III of the EU SCCs are deemed completed with information related to the Processing of Personal Information as exchanged between Buyer and Seller leading up to the execution of this clause;
2. The UK Addendum hereby applies to any transfers of Personal Information outside of the United Kingdom, and are deemed incorporated into this clause by reference and are completed as follows:
 - a. Tables 1 to 3 of the UK Addendum are deemed completed with the relevant information from the EU SCCs, completed as set out above at Section I(1), unless otherwise specified in this section below.
 - b. In Table 2, "England and Wales" will be deemed checked wherever applicable.
 - c. In Table 2, "the Parties cannot end the IDTA before the end of the Term unless there is a breach of the IDTA or the Parties agree in writing" will be deemed checked.
 - d. In Table 2, the option "neither Party" will be deemed checked.
- J. If Seller enters into Standard Contractual Clauses with Buyer:
1. Prior to receiving or continuing to receive any Personal Information, Seller shall undertake a detailed assessment to consider whether having regard to the nature of the Personal Information, the purposes and context of the Processing, and the laws of the country of destination, there is an adequate level of protection for the Personal Information as required by the EU General Data Protection Regulation and any other applicable privacy law. Where that is not the case, Seller shall consider what additional safeguards may be implemented to ensure adequate level of protection for the Personal Information as required by such privacy laws. Seller shall document this assessment, including any additional safeguards implemented, and make it available to the Buyer upon request.
 2. Seller shall implement and maintain a documented procedure for reviewing and responding to Government Authority Requests. Such procedure shall require that Seller shall:
 - a. To the fullest extent permitted by law, immediately notify and cooperate with Northrop Grumman in accordance with subparagraph M below;
 - b. Scrutinize any such Government Authority Request to determine whether the request is valid, legally binding and lawful and reject and reject any request that is not valid, legally binding and lawful; and
 - c. Ensure that the Personal Information made available in response to Government Authority Request is appropriate and limited to what which is strictly necessary for the purpose of complying with the Government Authority Request.
 3. Where applicable, seller shall access only the minimum of Personal Information necessary for the purposes of the transfer of Personal Information to Seller, and, to the extent possible, ensure that the Personal Information is pseudonymized or otherwise obfuscated.
- K. Seller will not transfer Personal Information outside the country in which it originally was delivered to Seller for Processing (or, if it was originally delivered to a location inside the EEA, the UK or Switzerland, outside the EEA, the UK or Switzerland) without the explicit written consent of Buyer. To the extent Buyer provides such consent, Seller will enter into any further written agreements as are necessary (in Buyer's reasonable determination) to comply with privacy laws, including the Standard Contractual Clauses.
- L. Seller shall not share, transfer, disclose or otherwise provide access to any Personal Information to any third party, or contract any of its rights or obligations concerning Personal Information to a third party, unless Buyer has authorized Seller to do so in writing, except as

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required by law. Where Seller, with the consent of Buyer, provides a third party access to Personal Information, or contracts such rights or obligations to a third party, Seller shall enter into a written agreement with each third party that imposes obligations on the third party that are substantially similar to those imposed on Seller under this clause. Seller shall retain only third parties that Seller reasonably can expect to be suitable and capable of performing their delegated obligations in accordance with this Order and Buyer's written instructions.

- M. To the extent Seller provides a third party Processor access to Personal Information received by Buyer from a Person or Entity in the EEA, the UK or Switzerland, Seller shall (i) require the third-party Processor to execute an onward transfer agreement incorporating the Standard Contractual Clauses and the obligations outlined in subparagraph I above ("Onward Transfer Agreement") (ii) take reasonable and appropriate steps to ensure that the third party Processor effectively Processes the Personal Information transferred in a manner consistent with the Onward Transfer Agreement, (iii) require the third party Processor to notify Seller if the third party Processor determines that it can no longer meet its obligation under the Onward Transfer Agreement, and (iv) upon notice, including under (iii), take reasonable and appropriate steps to stop and remediate unauthorized Processing.
- N. No applicable law, or legal requirement, privacy or information security enforcement action, investigation, litigation or claim, or any other circumstance, prohibits Seller from (i) fulfilling its obligations under this Order, or (ii) complying with instructions it receives from Buyer concerning Personal Information. In the event a privacy requirement, enforcement action, investigation, litigation, or claim, or any other circumstance, is reasonably likely to adversely affect Seller's ability to fulfill its obligations under this Order, Seller shall promptly notify Buyer in writing and Buyer may, in its sole discretion and without penalty of any kind to Buyer, suspend the transfer or disclosure of Personal Information to Seller or access to Personal Information by Seller, terminate any further Processing of Personal Information by Seller, and terminate this Order and any related order(s).
- O. Seller will immediately inform Buyer in writing of any requests with respect to Personal Information received from Buyer's customers, consumers, employees, or others. Seller will respond to such requests in accordance with Buyer's instructions. Seller will fully cooperate with Buyer if an individual requests access to his or her Personal Information for any reason.
- P. Subject to applicable law, in the event Seller is required by law or legal process Government Authority Request to disclose Personal Information, Seller will give immediate written notice of the request to Buyer, so that Buyer may, in its discretion, seek a protective order or otherwise block the disclosure. Buyer will have the right to defend such action in lieu of and on behalf of Seller. Seller will reasonably cooperate with Buyer in such defense at Buyer's reasonable cost.
- Q. Seller shall develop, implement and maintain a comprehensive, written information security program that complies with all applicable laws. Seller's information security program will include appropriate administrative, technical, physical, organizational and operational measures designed to (i) ensure the security and confidentiality of Personal Information; (ii) protect against any anticipated threats or hazards to the security and integrity of Personal Information; and (iii) protect against accidental or unlawful destruction, loss or alteration, unauthorized disclosure or access, and any other unlawful forms of Processing (hereinafter a "Privacy Incident").
- R. If the Processing involves the transmission of Personal Information over a network, Seller will implement appropriate measures to protect Personal Information against the specific risks presented by the Processing, including by ensuring that all Personal Information in transit is encrypted by default and that, to the extent possible and applicable decryption key(s) is stored in the EU and subject to appropriate technical and organizational security measures.

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- Seller shall ensure a level of security appropriate to the risks associated with such transmission and the nature of the Personal Information processed.
- S. Seller shall immediately, but in no event later than twenty-four hours after Seller's discovery of a Privacy Incident, notify Buyer in writing of any such Privacy Incident. Such notice will summarize in reasonable detail the effect on Buyer, if known, of the Privacy Incident and the corrective action taken or to be taken by Seller. Seller will promptly take all necessary and advisable corrective actions, and will cooperate fully with Buyer in all reasonable and lawful efforts to prevent, mitigate or rectify such Privacy Incident. The content of any filings, communications, notices, press releases or reports related to any Privacy Incident must be approved by Buyer prior to any publication or communication thereof.
- T. Upon the occurrence of a Privacy Incident involving Personal Information in the possession, custody or control of Seller or for which Seller is otherwise responsible, Seller shall reimburse Buyer on demand for all Notification Related Costs (defined below) incurred by Buyer arising out of or in connection with any such Privacy Incident. "Notification Related Costs" shall include Buyer's internal and external costs associated with investigating, addressing and responding to the Privacy Incident, including but not limited to: (i) preparation and mailing or other transmission of notifications or other communications to consumers, employees or others as Buyer deems reasonably appropriate; (ii) establishment of a call center or other communications procedures in response to such Privacy Incident (e.g., customer service FAQs, talking points and training); (iii) public relations and other similar crisis management services; (iv) legal, consulting and accounting fees and expenses associated with Buyer's investigation of and response to such event; and (v) costs for commercially reasonable credit reporting and monitoring services that are associated with legally required notifications or are advisable under the circumstances.
- U. Buyer reserves the right to, annually or upon a Privacy Incident, review and inspect Seller's system and information security policies, practices, and procedures. With reasonable prior notice, Buyer or its Authorized Representatives reserve the right to inspect the system and any Buyer information or materials in Seller's possession, custody or control, relating in any way to Seller's obligations. An inspection shall not unreasonably interfere with the normal conduct of Seller's business and Seller shall cooperate fully with any such inspection initiated by Buyer. If Seller engages an independent third party to conduct a security evaluation/certification of Seller's systems that host Personal Information during the term of this Order, it shall provide summary copies of any resulting reporting to Buyer.
- V. Seller shall deal promptly and appropriately with any inquiries from Buyer relating to the processing of Personal Information subject to this Order.
- W. Seller agrees to indemnify and hold harmless the Indemnitees, as defined in clause 25 above, from, and at Buyer's option defend against, any and all Losses (as defined below), that the Indemnitees may incur, to the extent that such Losses arise from, or may be in any way attributable to (i) any violation of this Order; (ii) the negligence, gross negligence, bad faith, or intentional or willful misconduct of Seller or its Personnel in connection with the obligations set forth in this Order; (iii) Seller's use of any third party providing Services in connection with or relating to Seller's performance under this Order; or (iv) any Privacy Incident involving Personal Information in Seller's possession, custody or control, or for which Seller is otherwise responsible. For purposes of this Order, "Losses" means all judgments, settlements, awards, damages, losses, charges, liabilities, penalties, interest claims (including taxes and all related interest and penalties incurred directly with respect thereto), and all related reasonable costs, expenses and other charges (including all reasonable attorneys' fees and reasonable internal

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and external costs of investigations, litigation, hearings, proceedings, document and data productions and discovery, settlement, judgment, award, interest and penalties).

- X. Seller's obligations under this clause will survive the termination of this Order and the completion of all Services subject thereto.

57. INFORMATION SECURITY**A. Definitions**

1. "Countermeasures" means actions, devices, procedures, techniques, or other measures that reduce the vulnerability of an Information System.
2. "Information Security Incident" means (i) any actual or suspected incident involving Seller Information System that may involve Buyer's Sensitive Information, or (ii) any actual or suspected unauthorized access to, use, or disclosure of Buyer's Sensitive Information.
3. "Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.
4. "Information System" means a discrete set of Information resources that collect, process, maintain, use, share, disseminate, or dispose Information.
5. "Seller Information System" is defined as any Information System owned and/or operated by Seller or owned/operated by a third party on behalf of Seller that collects, processes, maintains, uses, shares, disseminates, or disposes Information.

B. Reasonable and Appropriate Security Controls

1. Seller shall apply reasonable and appropriate administrative, technical, physical, organizational, and operational safeguards and operations, including Countermeasures, to protect Sensitive Information against accidental and unlawful destruction, alteration, and unauthorized or improper disclosure or access regardless of whether such Sensitive Information is on Seller's internal systems or a cloud environment.
2. If Seller's performance of this Order involves the transmission, storage, or processing of Sensitive Information on an Information System, the Seller shall at a minimum apply the following security controls:
 - a. Basic Safeguarding Controls from FAR 52.204-21, regardless of whether FAR 52.204-21 applies to this Order:
 - i. Limit Information System access to authorized users, processes acting on behalf of authorized users, or devices (including other Information Systems).
 - ii. Limit Information System access to the types of transactions and functions that authorized users are permitted to execute.
 - iii. Verify and control/limit connections to and use of external Information Systems.
 - iv. Control information posted or processed on publicly accessible Information Systems.
 - v. Identify Information System users, processes acting on behalf of users, or devices.
 - vi. Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
 - vii. Sanitize or destroy Information System media containing Sensitive Information before disposal or release for reuse.
 - viii. Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
 - ix. Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

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- x. Monitor, control, and protect organizational communications (i.e., Information transmitted or received by organizational information systems, at the external boundaries and key internal boundaries of the Information Systems.
 - xi. Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
 - xii. Identify, report, and correct Information and Information System flaws in a timely manner.
 - xiii. Provide protection from malicious code at appropriate locations within information systems.
 - xiv. Update malicious code protection mechanisms when new releases are available.
 - xv. Perform periodic scans of the Information Systems and real-time scans of files from external sources as files are downloaded, opened, or executed.
- b. Additional Basic Security Controls
- i. Establish and enforce security configuration settings for information technology Products employed in Seller's Information Systems.
 - ii. Establish and maintain data protection processes and systems to adequately protect Sensitive Information, including pertaining to destruction methods employed, how audit and system log information is protected, and having the capability to encrypt Sensitive Information during transmission.
 - iii. Ensure that risks identified in scans performed under paragraph B.2.a.xv of this clause are promptly addressed.
- C. Information Security Incident Response and Notification
1. Seller must have documented processes that address Information Security Incidents. These processes should be a set of written instructions and Countermeasures that include, but are not limited to: detecting, responding to, and limiting the effects of an Information Security Incident.
 2. Within 72 hours of discovery of an Information Security Incident, Seller will notify Buyer's Authorized Representative and Buyer's Cyber Security Operations Center (CSOC) at (877) 615-3535 of any Information Security Incident. At Seller's expense, Seller will (i) immediately investigate any Information Security Incident, (ii) make all reasonable efforts to secure Sensitive Information and mitigate the impact of the Information Security Incident, (iii) provide timely and relevant Information to Buyer about the Information Security Incident on an ongoing basis, and (iv) cooperate as applicable with Buyer to provide notice to affected third parties.
 3. This clause does not relieve Seller of any other applicable safeguarding requirements, remedies, or obligations regarding the protection of Sensitive Information required by this Order or local, federal, state, or other governmental agencies or departments, including but not limited to FAR 52.204-21 or DFARS 252.204-7012.
- D. Seller shall respond promptly and appropriately to any inquiries from Buyer related to compliance with this clause to include documentation and/or independent evidence of the effectiveness of implemented controls, processes and Countermeasures discussed above.
- E. Seller shall provide prior written notification of material changes to any Seller Information System that affect Seller's compliance with this clause, including any new third party agreements that will store, process or transmit Buyer's Sensitive Information on behalf of Seller.
- F. For contracts requiring access to classified information, Seller shall be responsible for safeguarding all classified information in accordance with all applicable Government

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requirements including FAR 52.204-2, "Security Requirements," and customer classification specifications (e.g. DD254).

58. FEDERAL ACQUISITION REGULATION (FAR) AND DEFENSE FAR SUPPLEMENT (DFARS) FLOWDOWN CLAUSES AND PROVISIONS

The following clauses set forth in the FAR and DFARS as in effect on the date of this Order, unless otherwise noted, are incorporated herein by reference. The listed FAR and DFARS clauses are incorporated herein as if set forth in full text unless made inapplicable by its corresponding note, if any. Seller shall include the appropriate FAR and DFARS clauses as required in any lower-tier subcontract. Whenever said clauses include a requirement for the resolution of disputes between the Parties in accordance with the FAR "Disputes" clause, the dispute shall instead be disposed of in accordance with the clause entitled "Disputes" in these terms and conditions. Where necessary to derive proper meaning in a subcontract situation from these clauses and any other program-specific clauses incorporated into this Order, "Contractor" means "Seller," "Contracting Officer" means "Buyer," "Contract" means this Order and "Government" means "Buyer or the Government." However, the words "Government" and "Contracting Officer" do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the Prime Contract Contracting Officer or duly authorized representative, (2) when title to property is to be transferred directly to the Government, and (3) in FAR 52.227-1, 52.227-2, and DFARS 252.227-7013 and 252.227-7014.

- A. If this Order is (i) in support of a U.S.G. Department of Defense (DoD) Prime or higher-tier Contract, and (ii) such Prime or higher-tier Contract contains a version of DFARS 252.244-7000 earlier than November 2023, then the following clauses with the associated NOTE(S) also apply to this Order:

FAR 52.242-15, Stop-Work Order

NOTE: The 90 day period in the first and fourth sentences of paragraph (a) is changed to 120 days.

FAR 52.245-1, Government Property or Alt I

NOTE 1: Applicable to any Order if Government property is furnished to Seller.

NOTE 2: The basic clause (non-Alt 1 version) applies in most instances except for conditions referenced in Note 3 below.

NOTE 3: The Alternate 1 version of FAR 52.245-1 shall apply if; this Order was issued to Seller as a Firm Fixed Price type contracts not awarded on the basis of submission of certified cost or pricing data, Buyer's Prime Contract contains the Alternate 1 provisions, or if Seller has a disapproved property control system at the time of Order award. Under the Alternate 1 clause Seller shall assume Full Risk of Loss for Government Property under Seller's accountability during performance of this Order.

NOTE 4: In the phrases "Government Property", "Government-furnished property", and in references to title to property, "Government" shall not mean "Buyer".

NOTE 5: Seller shall provide Buyer immediate notice of any disapproval, withdrawal of approval, or non-acceptance by the Government of its property control system. In the event of any of the aforementioned conditions Seller shall immediately assume Full Risk of Loss for all loss or damage to Government property commencing on the day Seller's property system approval was withdrawn or rescinded.

DFARS 252.203-7002, Requirement to Inform Employees of Whistleblower Rights**DFARS 252.203-7003, Agency Office of the Inspector General**

NOTE: Applicable when Order contains FAR 52.203-13, Contractor Code of Business Ethics and Conduct.

DFARS 252.204-7000, Disclosure of Information**DFARS 252.211-7007, Reporting of Government Furnished Property**

NOTE: Applicable if prime contract requires, may require, or permits contractor access to a DoD installation.

DFARS 252.211-7008, Use of Government Assigned Serial Numbers

NOTE: Applicable if flow down required in accordance with DFARS 211.274-5(b).

DFARS 252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials**DFARS 252.225-7048 Export-Controlled Items**

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NOTE: Applicable if performance of this Order involves the use of, or access to, "export-controlled items" as defined in this DFARS clause.

B. If this Order is in support of a U.S.G. Prime or higher-tier Contract for an agency other than the DoD, then the following clauses with the associated NOTE(S) also apply to this Order:

FAR 52.242-15, Stop-Work Order

NOTE: The 90 day period in the first and fourth sentences of paragraph (a) is changed to 120 days.

FAR 52.245-1, Government Property or Alt I

NOTE 1: Applicable to any Order if Government property is furnished to Seller.

NOTE 2: The basic clause (non-Alt 1 version) applies in most instances except for conditions referenced in Note 3 below.

NOTE 3: The Alternate 1 version of FAR 52.245-1 shall apply if; this Order was issued to Seller as a Firm Fixed Price type contracts not awarded on the basis of submission of certified cost or pricing data, Buyer's Prime Contract contains the Alternate 1 provisions, or if Seller has a disapproved property control system at the time of Order award. Under the Alternate 1 clause Seller shall assume Full Risk of Loss for Government Property under Seller's accountability during performance of this Order.

NOTE 4: In the phrases "Government Property", "Government-furnished property", and in references to title to property, "Government" shall not mean "Buyer".

NOTE 5: Seller shall provide Buyer immediate notice of any disapproval, withdrawal of approval, or non-acceptance by the Government of its property control system. In the event of any of the aforementioned conditions Seller shall immediately assume Full Risk of Loss for all loss or damage to Government property commencing on the day Seller's property system approval was withdrawn or rescinded.

Clause Title	FAR Reference
Limitation on Payments to Influence Certain Federal Transactions	52.203-12
NOTE: In accordance with FAR 52.203-12(g), applicable to any Order that exceeds the threshold specified in FAR 3.808 on the date of subcontract award.	
Contractor Code of Business Ethics and Conduct	52.203-13
NOTE 1: Applicable to any Order greater than \$6,000,000 and period of performance greater than 120 days.	
NOTE 2: Notwithstanding any alterations to this clause to reflect the relationship between Buyer and Seller, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the Office of the Inspector General of the agency issuing the Prime Contract under which this Order is being issued, with a copy to the Contracting Officer of the Prime Contract.	
Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	52.203-15
NOTE: Applicable to Orders funded under the American Recovery and Reinvestment Act of 2009.	
Contractor Employee Whistleblower Rights	52.203-17
Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	52.203-19
NOTE: Applicable in all solicitations and resultant contracts, other than personal services contracts with individuals.	
Basic Safeguarding of Covered Contractor Information Systems	52.204-21
NOTE: Applicable to all Orders, except for commercially available off-the-shelf items, in which Seller may have Federal contract information residing in or transiting through its information system.	
Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities	52.204-23
Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	52.204-25
NOTE: Pursuant to (e), not including (b)(2).	
Prohibition on a ByteDance Covered Application	52.204-27
Federal Acquisition Supply Chain Security Act Orders	52.204-30
Defense Priority and Allocation Requirements	52.211-15
NOTE: Applicable unless this Order provides no DPAS rating.	
Utilization of Small Business Concerns	52.219-8
NOTE: Applicable to any Order that offers further subcontracting opportunities.	

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Prohibition of Segregated Facilities..... 52.222-21

Equal Opportunity..... 52.222-26
NOTE: Applicable only if this Order is not exempted by Secretary of Labor under Executive Order 11246 as amended per FAR 22.807.

Equal Opportunity for Veterans 52.222-35
NOTE: Applicable to any Order of \$150,000 or more.

Equal Opportunity for Workers with Disabilities 52.222-36
NOTE: Applicable to any Order greater than \$150,000 or lower threshold if effective under older, higher-tier contract.

Employment Reports on Veterans 52.222-37
NOTE: Applicable to any Order at or over the Simplified Acquisition Threshold.

Notification of Employee Rights Under the National Labor Relations Act 52.222-40
NOTE: Applicable to any Order greater than \$10,000 and will be performed wholly or partially in the United States.

Combating Trafficking in Persons..... 52.222-50

Minimum Wages Under Executive Order 14026.....52.222-55
NOTE: Applicable to Orders subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

Paid Sick Leave Under Executive Order 13706 52.222-62
NOTE: Applicable to Orders subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

Privacy Act..... 52.224-2
NOTE: Applicable to Orders for the design, development, or operation of a system of records, as defined in FAR 52.224-2(c).

Privacy Training..... 52.224-3
NOTE 1: Applicable to Orders under which Seller will (1) have access to a system of records, (2) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information, or (3) design, develop, maintain, or operate a system of records.
NOTE 2: Use Alternate I when an agency specifies that only its agency-provided training is acceptable.

Contractors Performing Private Security Functions Outside the United States..... 52.225-26
NOTE: Applicable to Orders that will be performed outside the United States in areas of (1) combat operations, as designated by the Secretary of Defense, or (2) other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area.

Providing Accelerated Payments to Small Business Subcontractors 52.232-40
NOTE: Applicable when Seller is a small business concern.

Subcontracts for Commercial Products and Commercial Services..... 52.244-6

Preference for Privately Owned U.S. - Flag Commercial Vessels 52.247-64
NOTE: Applicable to Orders that may involve ocean transportation of supplies subject to the Cargo Preference Act of 1954.

Clause Title	DFARS Reference
Anti-Terrorism Awareness Training for Contractors	252.204-7004
NOTE: Applicable when performance requires routine physical access to a Federally-controlled facility or military installation.	
Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	252.204-7009
NOTE: Applicable to Orders for services that include support for the Government’s activities related to safeguarding covered defense information and cyber incident reporting	
Safeguarding Covered Defense Information and Cyber Incident Reporting	252.204-7012
NOTE: Applicable to all Orders, at any tier, including orders for commercial items, for operationally critical support, or for which performance will involve covered defense information, unless this Order is solely for commercially available off-the-shelf items.	
Limitations on the Use or Disclosure of Information by Litigation Support Contractors	252.204-7014
Notice of Authorized Disclosure of Information for Litigation Support	252.204-7015
Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	252.204-7018

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NIST SP 800-171 DoD Assessment Requirements..... 252.204-7020
 NOTE: Applicable to all Orders, unless this Order is solely for commercially available off-the-shelf items.

Item Unique Identification and Valuation 252.211-7003
 NOTE: Applicable if included in Buyer’s higher tier contract or Prime Contract.

Prohibition of Hexavalent Chromium 252.223-7008
 NOTE: Applicable to any Order for Products, maintenance and repair Services, or construction materials unless the exceptions listed in DFARS 223.7304 apply.

Prohibition of Procurement of Fluorinated Aqueous Film-Forming Foam Fire-Fighting Agent for Use on Military Installations 252.223-7009
 NOTE: Applicable to Orders and any lower-tier subcontracts relating to fire-fighting on a military installation.

Restriction on Acquisition of Certain Articles Containing Specialty Metals 252.225-7009
 NOTE 1: Exclude paragraphs (d) and (e)(1); paragraph (c)(6) is hereby deleted.
 NOTE 2: Upon Seller notification of noncompliance with the terms of this clause and the provision of specific information related to the source of the noncompliance, Buyer will facilitate management of the allowance for up to 2% otherwise noncompliant specialty metal content in the end item. The 2% minimal content exception does not apply to and cannot be used to exempt specialty metals contained in high performance magnets.

Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten..... 252.225-7052
 NOTE: Applicable to Orders for Products containing (1) Samarium-cobalt magnets, (2) Neodymium-iron-boron magnets, (3) Tantalum metals and alloys, (4) Tungsten metal powder, and (5) Tungsten heavy alloy or any finished or semi-finished component containing tungsten heavy alloy.

Prohibition Regarding Business Operations with the Maduro Regime 252.225-7056

Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region 252.225-7060

Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024-00006) 252.225-7967

Rights in Technical Data — Other Than Commercial Products and Commercial Services..... 252.227-7013

Technical Data - Commercial Products and Commercial Services 252.227-7015

Validation of Restrictive Markings on Technical Data 252.227-7037

Cloud Computing Services 252.239-7010
 NOTE: Applicable to Orders that involve or may involve cloud services

Subcontracts for Commercial Products or Commercial Services 252.244-7000

Management and Reporting of Government Property..... 252.245-7005

Notification of Potential Safety Issues 252.246-7003
 NOTE: Applicable to 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.

Contractor Counterfeit Electronic Part Detection and Avoidance System 252.246-7007
 NOTE: Applies to Orders for electronic parts or assemblies containing electronic parts, excluding the introductory text and including only paragraphs (a) through (e).

Sources of Electronic Parts 252.246-7008
 NOTE: Applies to Orders for electronic parts or assemblies containing electronic parts.