



## General Purchase Order Terms and Conditions For Armite Lubricants' Suppliers & Subcontractors

### 1. Applicability.

(a) Any purchase order issued by Armite Laboratories, Inc. dba Armite Lubricants (“**Buyer**”) is an offer by **Buyer** for the purchase of the goods and/or services specified on the face of the purchase order (the “**Goods**”) from the party to whom the purchase order is addressed (the “**Supplier**”) or if applicable (the “**Subcontractor**”) or in accordance with and subject to these terms and conditions (the “**Terms**”); together with the terms and conditions on the face of the purchase order, the (“**Order**”). The Terms and the Order are collectively, the “**Contract**” or “**Agreement.**” This Contract, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of this Contract. This Contract shall prevail over any terms or conditions contained in any other documentation and expressly exclude any of Subcontractor's or Supplier's general terms and conditions of sale or any other document issued by Subcontractor or a Supplier in connection with this Contract. For the purposes of distinguishing between a supplier and a subcontractor under this Contract, the term “supplier” herein shall mean “a vendor of Armite who sells goods and anyone else in the chain who are directly or indirectly involved in the Supplier's production of the Goods under an applicable Order.” The term “subcontractor” shall mean someone who is awarded a portion of an existing contract by Buyer. Not all of the below terms, conditions and obligations hereunder will be applicable to the Supplier and/or to the Subcontractor. The Supplier and Subcontractor are both referred to herein as the “**Seller.**” The parties hereto are also sometimes referred to hereunder as the “parties” and/or a party.”

(b) This Contract applies to an applicable Order submitted by Buyer to Seller for acceptance with respect to the purchase of the Goods.

(c) Buyer is not obligated to any minimum purchase or future purchase obligations under the Order, unless such minimum purchase or future purchase obligations are specifically set forth in the Buyer's purchase order delivered or sent to the Seller.

2. Acceptance. The Order is not binding on Buyer until Seller accepts the Order in writing or starts to perform in accordance with the Order. If Seller does not accept the Order in writing or provide written notice that it has commenced performance within fifteen (15) days of Seller's receipt of the Order, the Order will lapse, unless otherwise agreed to in writing. Buyer may withdraw the Order at any time before it is accepted by Seller.

3. Delivery Date. Seller shall deliver the Goods in the quantities and on the date(s) specified in the Order or as otherwise agreed in writing by the parties (the “**Delivery Date**”). If no delivery date is specified, Seller shall deliver the Goods within two (2) weeks of Seller's receipt of the Order. Timely delivery of the Goods is of the essence. If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate the Order immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date.

4. Quantity. If Seller delivers more than the quantity of Goods ordered, Buyer may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.

5. Delivery Location. All Goods shall be delivered to the address specified in the Order, such being 1218 Commerce Court, Suite B, Lafayette, CO 80026 (the “**Delivery Location**”) during Buyer's normal business hours or as otherwise instructed by Buyer.

6. Shipping Terms. Unless otherwise stated specifically with the Order, delivery of the Goods under the Order shall be made FOB Seller's facility, in accordance with the terms on the face of the applicable Order. Seller shall give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation. At the time of shipping or delivery of the Goods, Seller shall, where applicable, provide with the Goods, the corresponding Material Safety Data Sheet ("SDS"), and Certificate of Conformance ("COC"). Seller shall provide Buyer all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading and any other documents necessary to release the Goods to Buyer promptly after Seller delivers the Goods to the transportation carrier. The Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence, and any other documents pertaining to the Order.

For Buyer's supply chain security operations purposes, the Seller will complete any questionnaires or form letters upon request within 30 days of request. The Seller and its subcontractors shall be subject to announced periodic site visits by Buyer to confirm compliance with the terms contained in the requirements and guidelines. The Seller shall provide requested corrective action plan responses within 30 days of request unless a different number of days is required by Buyer. The Seller shall maintain procedures for employees to report security incidents and/or suspicious behavior and notify Buyer within 24 hours of any actual or suspected breach of security involving Buyer's cargo to Buyer.

7. Title and Risk of Loss. Title passes to Buyer upon delivery of the Goods to the Delivery Location. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Location. Seller assumes all risk of loss, deterioration, destruction or damage of such property and lost paperwork while in Seller's or its subcontractors' or suppliers' possession, custody, or control. Deterioration does not include Goods deteriorated due to the lapse of shelf-life or other inherent deterioration.

8. Packaging. All goods shall be packed for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition.

9. Amendment and Modification. No change to the Order is binding upon Buyer or Seller unless it is in mutually agreed to by both in writing, specifically states that it amends the Order and is sent or delivered by an authorized representative of Buyer and/or Seller.

10. Inspection and Rejection of Nonconforming Goods. The Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind the Order in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate this Order for cause pursuant to Section 21 (Termination). Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under the Order, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.

a. At no additional cost to Buyer, the Goods and all related records shall be subject to inspection, surveillance and testing by Buyer, its customers and regulatory authorities at reasonable times and places, including Seller's subcontractors'/suppliers' and its respective supplier locations. Any inspections, surveillance and tests performed by Buyer will be conducted in a manner designed to not unduly delay the work.

b. Seller shall maintain an inspection system acceptable to Buyer for the Goods purchased under this Contract.

c. Unless otherwise specified elsewhere in the Order, Seller shall maintain a calibration system meeting the requirements of ISO 17025 for any Goods purchased under this Contract requiring measurement.

d. If Buyer performs an inspection or testing on the premises of Seller or its sub-tier subcontractors/suppliers, Seller shall furnish, and require its subcontractors/suppliers to furnish, without additional charge, reasonable facilities and assistance for the safe and convenient performance of these duties.

e. Seller shall obtain Buyer's approval for Subcontractor 's use of statistical techniques for item acceptance and provide any related instructions for acceptance by Buyer and advise of any other impact to Buyer's acceptance of Goods.

11. Price. The price of the Goods is the price stated in the Order (the "**Price**") or separate writing agreed to by the Buyer. Unless otherwise specified in the Order, the Price excludes, without limitation, transportation costs to the Delivery Location. No increase in the Price is effective, whether due to increased material, labor, or transportation costs or otherwise, without the prior written consent of Buyer and not after an Order has already been accepted by Buyer and Seller.

12. Most Favored Customer. Seller represents and warrants that the price for the Goods is the lowest price charged by Seller to any of its external buyers for similar volumes of similar Goods. If Seller charges any other buyer a lower price, Seller must apply that price to all Goods under this Order. If Seller fails to meet the lower price, Buyer, at its option, may terminate this Order without liability pursuant to Section 21 (Termination).

13. Payment Terms. Seller shall issue an invoice to Buyer promptly after the delivery of the Goods to Buyer's Delivery Location. Buyer shall pay all properly invoiced amounts due to Seller within thirty (30) days after Buyer's receipt of such invoice (unless differing payment terms are set forth within the Order and agreed to by both Buyer and Seller in writing), except for any amounts disputed by Buyer in good faith. All payments hereunder must be in US dollars and at Buyer's decision, be made by check, credit card, wire transfer or similar payment method. In the event of a payment dispute, Buyer shall deliver a written statement to Seller no later than one (1) business day prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not disputed are deemed accepted and must be paid, notwithstanding disputes on other items, within the period set forth in this Section. The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under the Order notwithstanding any such dispute.

14. Setoff. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.

15. Warranties. At a minimum, Seller warrants to Buyer that for a period of one (1) year from the Delivery Date, all Goods will: (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications, drawings, designs, samples and other requirements specified by Buyer; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods by Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods with the foregoing warranties.

If Buyer gives Seller written notice of noncompliance with this Section, if the noncompliance or nonconformity is undisputed by Seller in good faith, Seller shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer.

16. **General Indemnification.** To the fullest extent permitted by applicable law, Seller shall indemnify Buyer, its affiliates including its parent and all subsidiaries, and their directors, officers, owners, employees and agents, and anyone buying or using any of the Goods or any party to which Buyer provides services and shall defend and hold each of them harmless against all losses, liabilities, damages, costs, and expenses arising from (a) infringement or alleged infringement of any United States or foreign patent, copyright or other intellectual property right with respect to any of the Goods delivered hereunder or their use, (b) claims made by reason of injury or death to person or damage to property suffered or claimed to have been suffered by any entity or person caused by or alleged to have been caused by defective Goods furnished hereunder or by any act or omission, negligent or otherwise, of Seller or any subcontractor or any supplier of Seller or any of their employees, workmen, servants, or agents, any customer of Buyer or any other third party, (c) labor or material liens arising out of or on account of the Goods or their use or of any work performed by Seller or any subcontractor/supplier of Seller, (d) claims by any third party for any fee, commission or other compensation for services performed or allegedly performed on behalf of Seller in connection with this Contract, and (e) fines and civil or criminal penalties arising out of the manufacture or delivery or performance by Seller or Goods hereunder. The negligence of Buyer, its customers or third parties shall not mitigate or otherwise invalidate Seller's liability under this paragraph. Promptly on Buyer's request, Seller shall pay all such losses, liabilities, damages, costs and expenses and all costs and expenses including without limitation reasonable attorney's fees for any claim, demand, suit, action, proceeding, litigation, or settlement relating thereto.

17. **Intellectual Property Indemnification (Intellectual Property).** Seller shall, at its expense, defend, indemnify and hold harmless Buyer against any and all losses or damages arising out of or in connection with any claim that Buyer's use or possession of the Goods infringes or misappropriates a patent, copyright, trade secret, trademark, or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Buyer's prior written consent.

18. **Intellectual Property Rights Proprietary Rights.** (a) Seller acknowledges and agrees that Buyer retains any and all copyright, patent(s) (if applicable), trade secrets, trademark, logos, service mark, and trade name rights and all rights and sole ownership in the finished products manufactured by Buyer under the Order, as well as all Armitte Confidential Information, Intellectual Property, Documentation and Derivative Works, and, except as expressly provided otherwise in a separate writing signed by the Buyer and Seller. The Seller shall not acquire any right, title, or interest therein, including any right, title or interest in any changes, modifications and adaptations made by Buyer to the purchased Goods, Intellectual Property, and any Derivative Works and Documentation. Except as authorized by this Contract/Agreement, Seller will not attach any Buyer trademarks, logos or trade designations, branding logos, branding labels to the purchased Goods without Buyer's written consent. In the event that Seller learns of any actual or imminently threatened infringement of any of Buyer's intellectual proprietary rights in any of the Goods, Buyer's Intellectual Property, Seller shall promptly notify Buyer. Buyer may, in its sole discretion, bring an infringement action. In the event that Buyer initiates an infringement action hereunder, it shall keep all recoveries from such proceeding/action. Buyer shall have no obligation to prosecute any legal proceeding for any type of infringement or trade secret violation or unfair competition. Except as otherwise provided herein, no manufacturing rights, license rights, or rights of use of any patent are granted by this Contract/Agreement. This Section shall survive the termination or expiration of this Contract/Agreement. **"Intellectual Rights or Proprietary Rights"** (**"IP Rights"**) shall mean any rights relating to any trademark, trade name, service mark, copyright, trade secret, invention, industrial model, patent, process, technology, know-how, design, or other proprietary or intellectual property right. **"Derivative Works"** shall have the same meaning as the term "derivative works" has under the copyright laws of the United States of America (17 U.S.C. §§101, et seq.). **"Documentation"** shall mean user manuals, training materials, product descriptions and specifications, brochures, technical manuals/data license agreements, supporting materials, and other printed information relating to the Products, whether distributed in print, electronic, or video format; (b) Seller shall retain ownership of its Background IP (defined below) (collectively, the **"Seller-Owned IP"**). Seller grants to Buyer an irrevocable, nonexclusive, sublicensable, perpetual, paid-up, royalty-free, worldwide license to exercise all IP

Rights in Seller Owned IP solely to the extent that such Seller-Owned IP would otherwise interfere with Buyer's, or its suppliers', or customers' use or enjoyment of the Goods, Buyer specifications or Buyer-owned IP Rights or Proprietary Rights. In addition, if Buyer cancels all or part of this Contract or the Order for Seller's termination of this Agreement under Section 21 below, Seller hereby grants Buyer the right to exercise all IP Rights in Seller-Owned IP for the purpose of preventing interruptions to or stoppage of Buyer's production lines or delivery of Buyer's products to customers or otherwise. "**Background IP**" means all IP and IP Rights owned or controlled by Seller prior to the effective date or outside the scope of this Contract or the Order.

19. Insurance.

a. Commercial General Liability – Subcontractor Only. During the term of this Contract and any applicable Order and for a period of one year thereafter, Subcontractor shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate with financially sound and reputable insurers. Such insurance shall contain coverage for all premises and operations, broad form property damage, contractual liability (including, without limitation, that specifically assumed under paragraph a herein) and goods and completed-operations insurance with limits of not less than \$1,000,000 per occurrence for a minimum of twenty-four (24) months after final acceptance of the work by Buyer. Such insurance shall not be maintained on a per-project basis unless the respective Subcontractor or subcontractor thereof does not have blanket coverage.

b. Commercial General Liability – Supplier Only. During the term of this Contract and any applicable Order and for a period of one year thereafter, Seller shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate with financially sound and reputable insurers. Such insurance shall contain coverage for all premises and operations, broad form property damage, contractual liability (including, without limitation, that specifically assumed under paragraph a herein) and goods and completed-operations insurance with limits of not less than \$1,000,000 per occurrence for a minimum of twenty-four (24) months after final acceptance of the work by Buyer. Such insurance shall not be maintained on a per-project basis unless the respective Seller or sub-supplier/subcontractor thereof does not have blanket coverage.

c. Certificate of Insurance. Upon Buyer's request, Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in the Order. If requested by Buyer in an Order accepted by Seller, the certificate of insurance shall name Buyer as an additional insured. Seller shall provide Buyer with 30 days advance written notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Buyer's insurers and Buyer.

d. Workers' Compensation and Employers' Liability. Throughout the period when work is performed or the Goods delivered to Buyer and until final acceptance by Buyer, Seller shall and ensure that any of its subcontractors or suppliers, cover or maintain insurance in accordance with the applicable laws relating to Workers' Compensation (and Employers' Liability with limits not less than \$1,000,000 per incident) with respect to all of their respective employees working on or around Buyer's premises. If Buyer is required by any applicable law to pay any Workers' Compensation premiums with respect to an employee of Seller or any subcontractor/supplier, Seller shall reimburse Buyer for such payment.

e. Protection of Property. Seller assumes, and shall ensure that all of its respective subcontractors/suppliers thereof and their respective employees assume, the risk of loss or destruction of or damage to any property of such parties, whether owned, hired, rented, borrowed or otherwise, brought to a facility owned or controlled by Buyer or Buyer's customer. Seller waives and shall ensure that any subcontractor/supplier thereof and their respective employees waive all rights of recovery against Buyer, its subsidiaries and their respective directors, officers, employees, and agents for any such loss, destruction, or damage. At all times, Seller shall ensure that any subcontractor/supplier thereof shall use suitable precautions to prevent damage to Buyer's property. If any such property is damaged by the fault or negligence of Seller or any subcontractor/supplier thereof, Seller shall, at no cost

to Buyer, promptly and equitably reimburse Buyer for such damage or repair or otherwise make good such property to Buyer's satisfaction. If Seller fails to do so, Buyer may do so and recover from Seller the cost thereof.

20. Compliance with Law & Business Conduct. Seller is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Order. Seller shall comply with all export and import laws of all countries involved in the sale of Goods under this Order. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. Buyer may terminate this Order if any government authority imposes antidumping duties, countervailing duties, or any retaliatory duties on the Goods. More specifically, as follows:

(a) Seller, in the performance of the Order, warrants that it shall comply with all relevant laws, orders, rules, ordinances, and regulations (whether federal, state, or local), including but not limited to:

1. all U.S. laws and regulations including:

i. the Fair Labor Standards Act of 1938, as amended (the "**FLSA**"), and the regulations and orders of the United States Department of Labor under the FLSA;

ii. the Occupational Safety and Health Act of 1970 (OSHA), as amended;

iii. the U.S. Department of Transportation regulations on hazardous materials and any other pertinent federal, state, or local statutes, laws, rules, or regulations;

2. the laws and regulations of Seller's place of performance;

3. the applicable domestic and international prohibitions on child labor, human trafficking, and slavery;

4. the United States Foreign Corrupt Practices Act, 15 U.S.C. § 78 et seq. (the "**FCPA**"), and other Anti-Corruption Requirements as defined in paragraph 19(b), below;

5. legislation implementing the Organization for Economic Co-operation and Development "Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; and

5. the Anti-Kickback Act of 1986.

(b) Anti-Corruption Requirements:

1. Seller acknowledges that its actions may subject it and Buyer to liability under the FCPA, the anti-corruption laws, regulations, and policies of the home country of any supplier to this Purchase Order, the United States of America, and/or the anti-corruption laws, regulations, and policies of any other country with jurisdiction over the activities performed pursuant to this Purchase Order (together and individually hereinafter referred to as the "**Anti-Corruption Requirements**"). Seller acknowledges that it is familiar with the prohibitions under, and the requirements of, the Anti-Corruption Requirements.

2. Neither Seller nor any of its principals, consultants, subcontractors, suppliers, shareholders, directors, officers, employees, or agents has performed or will perform any act which Buyer could reasonably believe would constitute a violation of the Anti-Corruption Requirements or which Buyer could reasonably believe would cause Buyer to be in violation of the Anti-Corruption Requirements, or present a credible risk, as determined by Buyer, of a violation of the Anti-Corruption Requirements.

3. If at any time Seller becomes aware of information or circumstances that suggest any of the provisions of this Section 20 may not be accurate, it shall notify Buyer immediately in writing, but not more than seven (7) days after becoming aware of such circumstances.

4. No payment will be made hereunder to any person other than Seller; and no payment will be made to Seller under this Purchase Order other than the payment of the compensation in accordance with the terms hereof. Seller's price quotations and invoice prices shall accurately and fairly reflect the commensurate value of the goods and services provided under this Purchase Order.

5. In connection with this Order, Seller shall maintain books, records, and accounts, which in reasonable detail, accurately and fairly reflect the transactions and asset dispositions of Seller and allow Buyer to (i) maintain accurate books and records, and (ii) comply with the requirements for internal management controls set forth in the Anti-Corruption Requirements as well as relevant U.S. laws and regulations.

6. Seller shall cooperate with and provide assistance to Buyer in implementing adequate due diligence procedures in connection with the selection and retention of consultants and subcontractors by Buyer or Seller.

(c) Seller warrants that it and its officers, employees or representatives (i) have complied with the Anti-Kickback Act of 1986 and has not offered or given and will not offer or give to any employee, agent, or representative of Buyer any gratuity or any kickback within the meaning of the Anti-Kickback Act of 1986 and (ii) have not, for the purpose of improperly obtaining or rewarding favorable treatment in connection with the award of this Purchase Order to Seller from Buyer: (1) provided, attempted to provide, or offered to provide any kickback; (2) solicited, accepted, or attempted to accept any kickback; or (3) included, directly or indirectly, the amount of any kickback prohibited by (1) or (2) of this Section in the price charged by Seller to Buyer under this Purchase Order. Any breach of this warranty shall constitute a material breach of this Purchase Order. For purposes of this Section, the term "kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to Buyer or Buyer's officers, employees or representatives, including any of their family members, suppliers, supplier employees, subcontractors, or subcontractor employees, for the purpose of improperly obtaining or rewarding favorable treatment in connection with this Purchase Order. Any breach of this warranty shall be a material breach of each contract between Buyer and Seller.

(d) Seller warrants that it has and shall maintain all registrations and licenses and shall obtain permits as required to perform the work hereunder.

(e) Environmental Health and Safety Performance. Seller acknowledges and accepts full and sole responsibility to maintain an environment, health, and safety management system ("EMS") appropriate for its business throughout the performance of this Contract and the Order. Buyer expects that Seller's EMS shall promote health and safety, environmental stewardship, and pollution prevention by appropriate source reduction strategies. Seller shall convey the requirement of this clause to its suppliers and its respective subcontractors. Seller shall not deliver Goods that contain asbestos mineral fibers.

(f) For U.S. Government Contracts Only. For Orders placed in support of and charged to a U.S. Government ("Government") prime contract or higher-tier subcontract for an item meeting the Federal Acquisition Regulation (FAR) definition of a commercial item, the following provisions and clauses set forth in the FAR or the Defense Federal Acquisition Regulation Supplement (DFARS) shall apply. The version of each FAR and DFARS provision or clause shall be the version in effect as of the date of the prime contract. Such FAR and DFARS provisions and clauses are incorporated herein, unless made inapplicable by a corresponding note in this Section 20(e), with the same force and effect as if given in full text. Upon Seller's request, Buyer's Purchasing Representative will make their full text available. Also, the full text of a FAR or DFARS provision or clause may be accessed electronically at these addresses: <http://farsite.hill.af.mil/> or <http://www.acq.osd.mil/dpap/sitemap.html>. In all clauses listed herein, terms shall be revised to suitably identify the party to establish Seller's obligations to Buyer and to the Government; and to enable Buyer to meet its obligations under its prime contract. Without limiting the generality of the foregoing, and for

the purposes of this section 20(e) only, the term “**Government**” and equivalent phrases shall mean “**Prime Buyer**,” “**Contracting Officer**” shall mean “Prime Buyer’s purchasing representative,” the term “**Contractor**” or “**Offeror**” shall mean “**Subcontractor**,” “**Seller**” or “**Vendor**,” and their respective lower-tier subcontractors/suppliers under the Buyer’s Order, and the term “**Contract**” shall mean the Prime Buyer’s Purchase Order. For the avoidance of doubt, the words “Government” does 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, such as in FAR 52.227-1 and FAR 52.227-2 and (2) when title to property is to be transferred directly to the Government. Nothing in the Order or Prime Buyer’s Order grants Contractor a direct right of action against the Government. If any of the following FAR or DFARS clauses do not apply to the Order and the Prime Buyer’s Order, such clauses are considered to be self-deleting. Contractor shall incorporate into each lower tier contract issued in support of the Buyer’s Order all applicable FAR and DFARS clauses in accordance with the flow down requirements specified in such clauses.

(g) Ethics and Compliance Program. Seller acknowledges and accepts full and sole responsibility to maintain an ethics and compliance program appropriate for its business throughout the performance of this Contract and any applicable Order. Buyer strongly encourages Seller to model its program in accordance with industry best practices. Seller shall use commercially reasonable efforts to publicize to its employees who are engaged in the performance of work under the Contract that they may report any concerns of misconduct by Buyer or any of its employees or agents to the appropriate agency or business entity or person. Seller shall use commercially reasonable efforts to convey the substance of this clause to its suppliers and their respective subcontractors and/or suppliers, if any, or as applicable.

21. Termination. Buyer may terminate this Order, in whole or in part, at any time with or without cause for undelivered Goods on two (2) business days' prior written notice to Seller, unless the Seller has already commenced production of the Goods or has paid for the Goods. In addition to any remedies that may be provided under these Terms, Buyer may terminate this Order with immediate effect upon written notice to the Seller, either before or after the acceptance of the Goods, if Seller has not performed or complied with any of these Terms or the Order, in whole or in part. Buyer and Seller may terminate the Contract For Cause, which shall mean a party’s material breach of this Agreement, Contract, the Terms and any applicable Order. If the Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then the Buyer may terminate this Order upon written notice to Seller. If Buyer terminates the Order for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted by Buyer prior to the termination. Except as otherwise provided under this Contract, neither party to this Agreement shall be liable to the other by reason of a valid termination of this Agreement for compensation, reimbursement or damages or any other losses. Notwithstanding anything to the contrary herein, no termination of this Agreement shall release the Seller from its obligation to pay Buyer any amounts which are due, owing which accrued prior to the termination date or which shall accrue to Buyer after the termination date of this Agreement or release Seller or Buyer for any and all losses, damages, expenses incurred by Buyer or Seller or any other available remedies, in law or equity arising out of a Seller’s or Buyer’s breach of this Agreement or enforcement of this Agreement.

22. Trade Control Compliance.

a. The parties shall comply with all export and import laws, regulations, decrees, orders, and policies of the United States Government and the Government of any country in which the Parties conduct business pursuant to this Contract, including but not limited to the Export Administration Regulations (“EAR”) of the U.S. Department of Commerce, the International Traffic in Arms Regulations (“ITAR”) of the U.S. Department of State, the U.S. Customs & Border Protection Regulations, the Harmonized Tariff Schedule, and the antiboycott and embargo regulations and guidelines as set forth in the EAR and in the U.S. Department of the Treasury, Office of Foreign Assets Control (collectively, “Trade Control Laws”).

b. Seller shall control the disclosure of, and access to, controlled items or technical data provided by Buyer related to performance of this Contract in compliance with all applicable Trade Control Laws. Seller shall not transfer (to include transfer to foreign persons employed by or associated with, or under contract to Seller, or Seller’s sub-tier



suppliers or subcontractor's non-U.S. subsidiaries) any export controlled item, data or services, without providing advance notice to Buyer and obtaining the requisite export and/or import authority.

c. Subject to applicable Trade Control Laws, Seller shall provide Buyer with the export control classification of any commodity or technology including software.

d. Seller represents that it maintains an effective export/import control compliance program in accordance with all applicable Trade Control Laws. A copy of process control documents and other documents reasonably requested by Buyer related to Seller's compliance with applicable Trade Control Laws shall be made available to Buyer upon request.

e. Seller shall promptly notify Buyer if Seller is, or becomes, listed in any denied parties list or if Seller's export privileges are otherwise denied, suspended, or revoked in whole or in part by any Governmental entity.

f. Seller shall timely inform Buyer of any actual or alleged violations of any applicable Trade Control Laws, including any suits, actions, proceedings, notices, citations, inquiries, or other communications from any government agency concerning any actual or alleged violations, in Seller's performance under this Contract and shall comply with all reasonable requests from Buyer for information regarding any such violations.

g. Seller shall incorporate into any contracts with its sub-tier suppliers or any of its applicable subcontractors'/suppliers' obligations no less restrictive than those set forth in this section and its subparts requiring compliance with all applicable Trade Control Laws.

23. Information Technology. Seller shall maintain data protection processes and systems sufficient to adequately protect specifications, information, data, drawings, software, and other items which are (i) supplied to Seller by Buyer, or (ii) obtained or developed by Seller in the performance of the Order or paid for by Buyer (collectively, "**Buyer Data**"), and to comply with any law or regulation applicable to such data. If an event occurs whereby Seller knows, or reasonably believes, that Buyer Data has been actually or potentially disclosed to, or accessed or acquired by, an unauthorized individual or individuals ("**Security Incident**"), Seller shall (i) use commercially reasonable efforts to investigate, contain, and remediate the Security Incident, and (ii) notify Buyer in writing promptly, but not later than seventy-two (72) hours after discovering the Security Incident. The obligations contained in this Section are in addition to, and do not alter, Seller's obligations under applicable U.S. Government Procurement Regulations.

24. Limitation of Liability. NOTHING IN THIS CONTRACT AND ANY APPLICABLE ORDER SHALL EXCLUDE OR LIMIT (A) SELLER'S LIABILITY UNDER SECTIONS 15, 16, 17, 18, 19, 20, 22, 23, 27 AND 28 HEREOF, OR (B) SELLER'S LIABILITY FOR FRAUD, PERSONAL INJURY OR DEATH OR PROPERTY DAMAGE CAUSED BY ITS NEGLIGENCE, WRONGFUL CONDUCT OR INTENTIONAL AND/OR WILLFUL MISCONDUCT. UNLESS PROHIBITED BY APPLICABLE LAW AND EXCEPT AND EXCLUDING ANYTHING TO THE CONTRARY AND ANY LOSSES OR DAMAGES ARISING OUT OF OR FROM SECTIONS 15, 16, 17, 18, 19, 20, 22, 23, 27 AND 28 HEREOF, BUYER AND SELLER (INCLUDING THEIR RESPECTIVE DIRECTORS, OFFICERS, OWNERS, EMPLOYEES, CONTRACTORS, AGENTS AND/OR AFFILIATES) SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO EACH OTHER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOST PROFITS, BUSINESS, OR REVENUE; LOSS OF GOODWILL, OR TRADE VALUE EVEN IF BUYER AND SELLER HAVE BEEN APPRISED OF THE LIKELIHOOD OF SUCH LOSS OR DAMAGES OCCURRING. THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT, THE TERMS, AND THE ORDER.

25. EXCEPT FOR LOSSES OR DAMAGES ARISING OUT OF SECTIONS 15, 16, 17, 18, 19, 20, 22, 23, 27 AND 28, each party's maximum liability to the other party shall not exceed the aggregate amount actually paid or payable under the applicable Order.

26. Waiver. No waiver by any party of any of the provisions of the Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Order, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Order shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

27. Confidential Information. All non-public, confidential or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, formula, designs, plans, drawings, documents, data, business operations, customer lists, marketing, pricing, discounts or rebates, and other proprietary information disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "**confidential**," in connection with the Order, the Terms and this Contract are confidential, solely for the use of performing the Order and may not be disclosed to any third party or copied for the purpose of disclosing to any third party unless authorized by the Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Seller at the time of disclosure by proper means; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party. Notwithstanding anything to the contrary, Seller may disclose Confidential Information of Buyer to its subcontractors and/or suppliers as required for the performance of this Contract, provided that each such subcontractor or supplier first agrees in writing to the same obligations imposed upon Seller under this Section relating to Confidential Information. This Section shall survive expiration and termination of this Contract.

28. Counterfeit Risk Avoidance.

(a) Seller shall only deliver goods that (i) are and only contain materials obtained directly from the original manufacturer (**OM**), an authorized distributor, or an authorized aftermarket manufacturer, and (ii) are not and do not contain **Counterfeit Items** or **Suspect Counterfeit Items**, as defined below; and (iii) contain only authentic, unaltered OM labels and other markings. Seller shall obtain and retain all documentation required to fully trace the distribution and sale of the goods delivered hereunder back to the relevant OM, and, on request of Buyer, shall provide such authenticating documentation. Upon Buyer's request, Seller shall provide Buyer certificates of conformance with respect to the goods delivered. Counterfeit Item means an unlawful or unauthorized reproduction, substitution, alteration, or the false identification of grade, serial number, lot number, date code, or performance characteristic, that has been knowingly mismarked, misidentified, or otherwise misrepresented to be a new, authentic, unmodified item from the OM, an authorized distributor, or an authorized aftermarket manufacturer. A Suspect Counterfeit Item means an item for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the item is authentic. Seller shall not act as or engage an independent distributor, non-authorized distributor, non-franchised distributor, non-authorized supplier, or non-authorized reseller (collectively, "**Broker**"), to assist it in delivering goods pursuant to this Purchase Order unless the Buyer provides prior written approval to do so. Any Seller request to procure from a Broker shall include complete and compelling support for such request and shall include all actions completed by Seller to ensure the goods thus procured are not Counterfeit Items. When so authorized by Buyer, Seller shall be responsible for counterfeit risk mitigation testing and providing traceability identifiers (i.e. Date Code / Lot Code, Serial number) for Broker procured parts and identifying items delivered to Buyer that contain such parts.

(b) Seller shall have a Counterfeit Item risk mitigation process, internally and with its suppliers, (reference SAE AS5553 and AS6174), for goods delivered hereunder, and in accordance with the standards or instructions set forth in this Purchase Order. Seller shall provide evidence of the Seller's risk mitigation process to Buyer upon request. Buyer shall have the right to audit and / or inspect the processes at any time before or after delivery of the goods ordered hereunder. Buyer shall have the right to require changes to the processes to conform to Buyer's standards defined in the Order. Seller and Seller's subcontractors/suppliers that are allowed access to the US Government Industry Data Exchange Program (**GIDEP**) shall participate in monitoring GIDEP reports and Seller shall act on GIDEP reports that affect product delivered to Buyer. Seller shall immediately notify Buyer with the pertinent facts if Seller becomes aware of or suspects that items delivered for the Purchase Order are, or contain, suspect, or confirmed counterfeit items. Buyer shall have the right to quarantine for further investigation any good Buyer discovers to be a

Counterfeit Item or Suspect Counterfeit Item. Buyer's investigation may include the participation of third parties or governmental investigative agencies as required by law or regulations by Buyer's customer, or by Buyer, in its sole discretion. The Seller and/or the Seller's subcontractors/suppliers shall cooperate in good faith with any investigation conducted by Buyer. Buyer shall not be required to return the good during the investigation process and thereafter if not found to be authentic. Buyer shall not be liable for payment to Seller of the price of any Suspect Counterfeit Items until determined to be authentic. If Buyer determines in its sole discretion that there is credible evidence that a good delivered under this Purchase Order constitutes a Counterfeit Item or Suspect Counterfeit Item, Seller, or its subcontractor/supplier, shall, if directed by Buyer to do so, issue a GIDEP alert. Buyer reserves its right to issue its own GIDEP alert if Buyer concludes, in its sole estimation, that a good is a Counterfeit Item or Suspect Counterfeit Item.

(d) Seller bears responsibility for procuring authentic goods or items from its subcontractors/suppliers and shall ensure that all such subcontractors/suppliers comply with the requirements of this provision.

(e) Seller shall include the substance of this Section, including this flow down requirement, in procurements for goods at all tiers. Failure of Seller or any of its subcontractors/suppliers to conform to the process specifications and provisions of this Section, if unexcused, shall be deemed a material breach of the Order.

29. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract (except for any obligations to make payments to the other party hereunder), when and to the extent such party's (the "**Impacted Party**") failure or delay is caused by or results from the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, pandemics, other natural disasters or catastrophes, such as epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Contract; and (f) national or regional emergency; and (g) strikes, labor stoppages or slowdowns or other industrial disturbances; and (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the commercially reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of twenty (20) consecutive days following written notice given by it under this Section, the other party may thereafter terminate this Contract upon five (5) days' written notice.

30. Publicity. Without Buyer's prior written approval, Seller, shall not, and shall require that its sub-tier subcontractors/suppliers at any tier shall not, release any publicity, advertisement, news release or denial or confirmation of the same regarding this Contract or the Goods or program to which it pertains. Seller shall be responsible to Buyer for any breach of such obligation by any of its subcontractors/suppliers.

31. Assignment. Seller shall not assign, transfer, delegate, or subcontract any of its rights or obligations under the Order without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign, transfer, or subcontract any or all of its rights or obligations under the Order without Seller's prior written consent.

32. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Contract, the Terms and the Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Contract, the Terms, and the Order.

33. No Third-Party Beneficiaries. This Contract, the Terms and the Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms, this Contract or an applicable Order.

34. Binding Nature and Assignment. This Contract, the Terms and any applicable Order shall be binding upon and shall inure to the benefit of each party, and their respective heirs, legal representatives, successors and permitted assigns.

35. Governing Law. All matters arising out of or relating to this Contract, the Terms and the Order shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision, unless Buyer's contract and/or agreement with an applicable Buyer's customer provides for a differing controlling/governing law, at which case, Buyer may decide which State's or Federal law shall control and/or govern this Contract, the Terms and the Order.

36. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Contract, the Terms and the Order shall be instituted in the federal courts of the United States of America or the courts of the State of Colorado in each case located in the City and County of Broomfield, Colorado, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding, unless Buyer's contract and/or agreement with an applicable Buyer Customer provides for a differing jurisdiction, at which case, Buyer may decide which jurisdiction shall control and/or govern this Contract, the Terms and the Order.

37. Cumulative Remedies. The rights and remedies under this Contract, the Terms and the Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

38. Attorney's Fees. To the extent permitted by applicable law, in the event any litigation or other legal proceeding is brought by either party in connection with this Agreement, the prevailing party in such litigation or legal proceeding, including any binding arbitration, shall be entitled to recover from the other party all reasonable attorneys' fees, costs and other expenses incurred by such prevailing party in this litigation or legal proceeding, including costs/fees for collection.

39. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of this Contract and the Terms herein or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified mail postage prepaid. Except as otherwise provided in this Order, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section. Notice shall also promptly be given to the party via email of an authorized company representative. For Buyer, its authorized email address is: **mike@armite.com**.

40. Severability. If any term or provision of this Contract, the Terms and the Order are deemed to be invalid, illegal or unenforceable in any court or legal proceeding with competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this this Contract, the Terms and the Order or invalidate or render unenforceable such term or provision in any other jurisdiction.

41. Survival. Provisions of this Contract, the Terms and the Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Contract, the Terms and the Order including, but not limited to, the following provisions: Setoff, Warranties, Indemnification clauses/obligations, Intellectual Property, Insurance, Compliance with Laws, Confidentiality & Non-Disclosure, Governing Law, Submission to Jurisdiction/Arbitration and other specifically stated Survival clauses herein.

42. Quality Control & Quality Management Requirements Flow Down. Seller shall require lower-tier subcontractors and its suppliers to comply with quality assurance requirements comparable to those contained in the applicable Order or this Contract. Seller shall assume responsibility for the quality of all procured material and workmanship. Seller shall use best efforts to cause its respective contracts or agreements with lower-tier suppliers/subcontractors, as may be applicable, to flow down this clause or a similar clause to their lower-tier suppliers and/or subcontractors, as may be applicable, including:

(a) Seller shall use commercially reasonable efforts to establish and maintain a quality control system acceptable to Buyer for the Goods purchased under this Contract. When third party certification(s) are required, Seller shall notify Buyer of any changes to certification(s) and/or processes that could materially impact the Goods. Seller shall permit Buyer to review procedures, practices, processes, and related documents to determine such acceptability. The Seller will respond to any quality surveys provided by Buyer upon written request within 30 days of request. Seller shall have a continuing obligation to promptly notify Buyer of any violation of or deviation from Seller's approved inspection/quality control system and to advise Buyer of the quantity and specific identity of any Goods delivered to Buyer during the period of any such violation or deviation. Additionally, Seller is responsible for maintaining all records required to document Seller's manufacturer's certifications and configuration statuses. Seller's subcontractors/suppliers shall maintain verifiable objective evidence of all inspections and tests performed, results obtained and dispositions of non-conforming articles. These records shall be identified to associated articles, including heat and lot number of materials, unit or lot serialization when applicable, and shall be retained by the Seller and made available for review to Buyer and /or authorized representatives/ customers of the Buyer upon request. *Records shall be retained in a safe, accessible location for a period of seven (7) years following final payment for the subcontract or any applicable Order or a longer period of time as required by Buyer's customer(s)* and shall not be destroyed before then without Buyer's written consent. Additional retention/storage time, if required by Buyer, will be subject to negotiation. Seller shall notify Buyer of any activity at the Seller's facility that may impact the retention of these records. Seller should use good faith efforts to maintain a commercially reasonable FOD prevention program, the latter FOD prevention program does not apply to Seller's suppliers or subcontractors.

43. Flow Down Provision to Seller/Vendor Subject to a U.S. Government Contract. While Buyer has made every effort to include every potentially applicable U.S. Government Contract Clause in this document, **U.S. Government Contract Clauses**, the inclusion of which in a subcontract is mandatory under a statute or regulation, shall be considered to be included herein by operation of law, even if it has been omitted from this Contract, the Order or this Term. Seller shall incorporate the applicable U.S. Government Contract Clauses in each lower-tier subcontractor/supplier placed in support of the Order. **52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.** Paragraph (b) is deleted and replaced with the following: "Seller is prohibited from providing Buyer with covered telecommunications equipment or services, or with any equipment, systems, or services that use covered equipment or services regardless of whether that use is in performance of work under a U.S. Government contract." Paragraph (c) is deleted in its entirety. Paragraph (d)(1) is deleted and replaced with the following: "In the event Seller identifies covered telecommunications equipment or services provided to Buyer during contract performance, or Seller is notified of such by a subcontractor/supplier at any tier or any other source, Seller shall report the information in paragraph (d)(2) of this clause via email to Buyer's Authorized Procurement Representative, with the required information in the body of the email."

**A. THE FOLLOWING FAR CLAUSES MAYBE APPLICABLE TO CERTAIN PURCHASE ORDERS FOR COMMERCIAL ITEMS UNDER ALL GOVERNMENT CONTRACTS:**

The effective version of each clause listed shall be the latest version published on the date this Contract is issued. The full text of a clause may be accessed electronically at <https://www.acquisition.gov/content/regulations>.

1. **52.203-7 "Anti-Kickback Procedures"** (Excepting paragraph (c)(1))(Applicable to Purchase Orders that exceed \$150,000 or the dollar threshold in effect as of the date of the prime contract.)

2. **52.203-12 "Limitation on Payments to Influence Certain Federal Transactions"** (Applicable to Purchase Orders exceeding \$150,000 or the dollar threshold in effect as of the date of the prime contract.)

3. **52.203-13** “Contractor Code of Business Ethics and Conduct” (Applicable to Purchase Orders (i) that have a value more than \$5,500,000 or the dollar threshold in effect as of the date of the prime contract; and (ii) that have a performance period of more than 120 days.) (In Paragraph (b)(3)(i), the meaning of “agency office of the Inspector General” and “Contracting Officer” does not change, in Paragraph (b)(3)(ii) the meaning of “Government” does not change, and in Paragraphs (b)(3)(iii) and (c)(2)(ii)(F), the meaning of “OIG of the ordering agency”, “IG of the agency” “agency OIG” and “Contracting Officer” do not change.)
4. **52.203-19** “Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements”
5. **52.204-10** “Reporting Executive Compensation and First-Tier Subcontract Awards” (Applicable to Purchase Orders of \$30,000 or more (or the dollar threshold in effect as of the date of the prime contract) when Buyer is the Prime Contractor.) (The usual substitution of the parties is not applicable to this clause. Seller shall report to Buyer the information required under the clause.)
6. **52.204-21** “Basic Safeguarding of Covered Contractor Information Systems” (Applicable to Purchase Orders, other than those for commercially available off-the-shelf items, in which Seller may have Federal contract information residing in or transiting through its information system.)
7. **52.204-23** “Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities”
8. **52.209-6** “Protecting the Government’s Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment” (Applicable to Purchase Orders exceeding \$35,000 or the dollar threshold in effect as of the date of the prime contract, except for Purchase Orders for commercially available off-the-shelf items.)
9. **52.219-8** “Utilization of Small Business Concerns” (Applicable to Purchase Orders (except to small business concerns) that offer further subcontracting opportunities.)
10. **52.222-21** “Prohibition of Segregated Facilities”
11. **52.222-26** “Equal Opportunity” (Applicable to Purchase Orders that are not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended.)
12. **52.222-35** “Equal Opportunity for Veterans” (Applicable to Purchase Orders of \$150,000 or more, or the dollar threshold in effect as of the date of the prime contract.)
13. **52.222-36** “Affirmative Action for Workers with Disabilities” (Applicable to Purchase Orders exceeding \$15,000 or the dollar threshold in effect as of the date of the prime contract.)
14. **52.222-37** “Employment Reports on Veterans” (Applicable to Purchase Orders of \$150,000 or more, or the dollar threshold in effect as of the date of the prime contract.)
15. **52.222-40** “Notification of Employee Rights Under the National Labor Relations Act” (Applicable to Purchase Orders that exceed \$10,000 or the dollar threshold in effect as of the date of the prime contract.)
16. **52.222-41** “Service Contract Labor Standards” (Applicable to Purchase Orders that are subject to the Service Contract Labor Standards statute.)
17. **52.222-50** “Combating Trafficking in Persons”
18. **52.222-54** “Employment Eligibility Verification” (Applicable to Purchase Orders (i) for construction or commercial or noncommercial services (except commercial services that are part of a purchase of a COTS item, or

an item that would be a COTS item, but for minor modifications, performed by the COTS provider, and that are normally provided for that COTS item); (ii) has a value more than \$3,500 or the dollar threshold in effect as of the date of the prime contract; and (iii) includes work performed in the United States.)

19. **52.222-55** “Minimum Wages Under Executive Order 13658” (Applicable to Purchase Orders regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.)

20. **52.222-62** “Paid Sick Leave Under Executive Order 13706” (Applicable to Purchase Orders, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and are to be performed in whole or in part in the United States.)

21. **52.223-7** “Notice of Radioactive Materials” (Seller shall notify Buyer if any goods under this Purchase Order contain any of the material as described in the clause. Insert 45 days in the blank in paragraph (a) of the clause unless otherwise indicated in the Purchase Order.)

22. **52.224-3** “Privacy Training” (Applicable to Purchase Orders, regardless of dollar value, when Seller’s employees will (i) have access to a system of records; (ii) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (iii) Design, develop, maintain, or operate a system of records.)

23. **52.225-1** “Buy American – Supplies” (Not applicable to Purchase Orders for commercially available off-the-shelf items (COTS) as defined at FAR 2.101.)

24. **52.225-13** “Restrictions on Certain Foreign Purchases”

25. **52.225-26** “Contractors Performing Private Security Functions Outside the United States” (Applicable to Purchase Orders that will be performed outside the United States in areas of (i) combat operations, as designated by the Secretary of Defense, or (ii) other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area.)

26. **52.232-40** “Providing Accelerated Payments to Small Business Subcontractors” (Applicable to Purchase Orders with small business concerns when Buyer receives Accelerated Payments under its prime contract.)

27. **52.244-6** “Subcontracts for Commercial Items”

28. **52.247-64** “Preference for Privately Owned U.S.-Flag Commercial Vessels” (Applicable to Purchase Orders, except those exempted in paragraph (e) (4) of the clause.)

**B. THE FOLLOWING DFARS CLAUSES MAYBE APPLICABLE TO CERTAIN PURCHASE ORDERS FOR COMMERCIAL ITEMS UNDER DoD CONTRACTS:**

1. **252.203-7002** “Requirement to Inform Employees of Whistleblower Rights”

2. **252.204-7012** “Safeguarding of Unclassified Controlled Technical Information” (Applicable to Purchase Orders under DoD contracts awarded after November 17, 2013 and before August 26, 2015.)

3. **252.204-7012** “Safeguarding Covered Defense Information and Cyber Incident Reporting” (Applicable to Purchase Orders under DoD contracts awarded after August 25, 2015 and before October 8, 2015.)

4. **252.204-7012** "Safeguarding Covered Defense Information and Cyber Incident Reporting" (DEVIATION 2016-00001) (Applicable to Purchase Orders under DoD contracts awarded after October 7, 2015 and before December 30, 2015.)
5. **252.204-7012** "Safe guarding Covered Defense Information and Cyber Incident Reporting" (INTERIM RULE 12/30/2015) (Applicable to Purchase Orders under DoD contracts awarded after December 29, 2015 and before October 21, 2016 for operationally critical support, or for which Purchase Order performance will involve a covered contractor information system.)
6. **252.204-7012** "Safeguarding Covered Defense Information and Cyber Incident Reporting" (FINAL RULE 10/21/2016) (Applicable to Purchase Orders under DoD contracts awarded after October 20, 2016 for operationally critical support, or for which Purchase Order performance will involve covered defense information.)
7. **252.204-7015** "Disclosure Of Information To Litigation Support Contractors"
8. **252.211-7003** "Item Unique Identification and Valuation" (Seller's obligations under this clause are limited to cooperating with Buyer's efforts to comply with this clause, including granting Buyer access to Seller's deliverables at its facilities and to appropriate property records.)
9. **252.215-7010** "Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data" (Applicable to Purchase Orders exceeding the simplified acquisition threshold defined in FAR part 2.)
10. **252.223-7008** "Prohibition of Hexavalent Chromium" (Applicable to all Purchase Orders for supplies, maintenance and repair services, or construction materials.)
11. **252.225-7008** "Restriction on Acquisition of Specialty Metals" (Applicable to Purchase Orders for the delivery of specialty metals as end items to Buyer or Seller to the extent necessary to ensure compliance of the end products that Buyer will deliver to the Government when DFARS clause 252.225-7009 is in the prime contract.)
12. **252.225-7009** "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (excluding paragraph (d) and paragraph (e)(1) which are deleted from this clause). (Applicable to Purchase Orders for items containing specialty metals to ensure compliance of the end products that Buyer will deliver to the Government.)
13. **252.225-7040** "Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States" (Applicable to Purchase Orders that will be performed when Seller's personnel or Seller's subcontractors are supporting U.S. Armed Forces deployed outside the United States in contingency operations, peace operations consistent with Joint Publication 3-07.3, or other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.)
14. **252.225-7048** "Export-Controlled Items"
15. **252.225-7052** "Restriction on the Acquisition of Certain Magnets and Tungsten". (Applicable to Purchase Orders for the delivery of goods that exceed the simplified acquisition threshold unless an exception at paragraph (c) of the clause applies).
16. **252.227-7013** "Rights in Technical Data Noncommercial Items" (Applicable to solicitations and resulting Purchase Orders when Buyer will be required to deliver to the Government Seller's technical data for commercial items for which the Government will have paid for any portion of the development costs.)
17. **252.227-7015** "Technical Data – Commercial Items" (Applicable whenever any technical data related to commercial items developed in any part at private expense will be provided under this Purchase Order for delivery to the Government.)



18. **252.227-7037** "Validation of Restrictive Markings on Technical Data" (Applicable to Purchase Orders requiring the delivery of technical data.)

19. **252.239-7010** "Cloud Computing Services" (Applicable to Purchase Orders that involve or may involve cloud services)

20. **252.239-7018** "Supply Chain Risk" (Applicable to Purchase Orders involving the development or delivery of any information technology, as defined in the clause, as a service or a supply.)

21. **252.244-7000** "Subcontracts for Commercial Items and Commercial Components (DoD Contracts)"

22. **252.246-7003** "Notification of Potential Safety Issues" (Applicable to Purchase Orders for (i) parts defined as critical safety items in accordance with this clause; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; and (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.)

23. **252.246-7007** "Contractor Counterfeit Electronic Part Detection and Avoidance System" (Applicable to Purchase Orders when the goods or services include *electronic parts* or assemblies containing *electronic parts*. This clause applies to all Sellers, at all tiers, without regard to whether the Seller itself is subject to CAS.)

24. **252.246-7008** "Sources of Electronic Parts" (Applicable to Purchase Orders for *electronic parts* or assemblies containing *electronic parts*, unless Seller is the original manufacturer of the electronic part.)

25. **252.247-7023** "Transportation of Supplies by Sea"

C. Seller agrees to defend, indemnify, and save Buyer harmless from any loss, damage, fine, penalty, or expense that Buyer may suffer because of Seller's failure to comply with this Section 39, as applicable.

40. Authority of Executing Party/Neutral Interpretation. The parties are executing this Contract warrant that they have the requisite authority to do so and have had reasonable opportunity to consult with their legal counsel or similar professional regarding the terms and obligations under this Contract. The parties acknowledge that this Contract is a result of negotiations and joint authorship and agree that this Contract shall not be construed or interpreted against any single party on the grounds of primary authorship.

41. Dispute Resolution & Waiver of Jury Trial. The parties may agree in a separately signed writing to have all disputes, claims, and questions regarding the rights and obligations of the parties under this Contract, the Terms and the Order be decided by binding arbitration. Armitte shall have the sole discretion to choose the arbitration firm. Only one arbitrator shall be appointed in accordance with applicable Arbitration rules – **EACH PARTY WAIVES THEIR RIGHT TO A JURY TRIAL.**

42. 15.14. OFAC Certification. **Seller represents and warrants that: It is not, and shall not become, a person or entity with whom Seller is restricted from doing business with under regulations of the Office of Foreign Asset Controls ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order, or other governmental action.**

43. Entire Agreement & Conflicting Terms. Except as otherwise provided under this Contract, the Terms and any applicable Order constitutes, collectively, the entire "**Agreement**" between the parties with respect to its subject matter hereof, superseding any and all previous proposals, representations or statements, oral or

written. Should this Contract, the Terms and an applicable Order conflict with any terms and conditions of Seller, this Agreement shall control and govern to the extent permitted by applicable law.

44. Counterparts. This Contract, Agreement, Terms, and the Order hereunder may be executed in one or more counterparts, each of which shall be deemed an original signature, but all of which together shall constitute one and the same instrument. Electronic signatures, including scanned signatures, shall have the same effect as an originally signed contract/agreement.